

SECURITIES PURCHASE AGREEMENT

by and among

THE UNITED STATES DEPARTMENT OF THE TREASURY,

U.S. CENTURY BANK,

PATRIOT FINANCIAL PARTNERS II, L.P.,

PATRIOT FINANCIAL PARTNERS PARALLEL II, L.P.,

PRIAM CAPITAL FUND II, LP

and

THE OTHER SIGNATORIES HERETO

Dated as of March 17, 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	2
Section 1.01 Definitions of Certain Terms.....	2
Section 1.02 Interpretation.....	4
ARTICLE II THE SECURITIES PURCHASE.....	5
Section 2.01 Purchase and Sale of the Shares.....	5
Section 2.02 Closing of the Securities Purchase.....	5
ARTICLE III REPRESENTATIONS AND WARRANTIES.....	6
Section 3.01 Representations and Warranties of the Purchaser.....	6
Section 3.02 Representations and Warranties of the Company.....	9
ARTICLE IV COVENANTS	10
Section 4.01 Forbearances of the Seller.....	10
Section 4.02 Further Action.....	10
Section 4.03 Investment Agreements.....	11
Section 4.04 Transaction.....	11
Section 4.05 Remaining Certification and Disclosure Requirements.....	11
Section 4.06 Transferability Restrictions Related to Long-Term Restricted Stock.....	11
Section 4.07 Executive Compensation.....	12
ARTICLE V CONDITIONS TO THE CLOSING.....	12
Section 5.01 Conditions to Each Party's Obligations.....	12
Section 5.02 Conditions to Obligations of the Seller.....	12
ARTICLE VI TERMINATION.....	14
Section 6.01 Termination Events.....	14
Section 6.02 Effect of Termination.....	15
ARTICLE VII MISCELLANEOUS.....	15
Section 7.01 Waiver; Amendment.....	15
Section 7.02 Counterparts.....	15
Section 7.03 Governing Law; Choice of Forum; Waiver of Jury Trial.....	15
Section 7.04 Expenses.....	16
Section 7.05 Notices.....	16
Section 7.06 Entire Understanding; No Third Party Beneficiaries.....	17
Section 7.07 Assignment.....	17

Section 7.08 Severability18

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”) is dated as of March 17, 2015, by and among the United States Department of the Treasury (the “Seller”), U.S. Century Bank, a Florida banking corporation (the “Company”), Patriot Financial Partners II, L.P., a Delaware limited partnership, Patriot Financial Partners Parallel II, L.P., a Delaware limited partnership, Priam Capital Fund II, LP, a Delaware limited partnership, and the other signatories set forth on the signature pages hereto.

RECITALS

WHEREAS, the Seller is currently the owner of and holds (i) 50,236 shares of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series A, of the Company (the “Series A Shares”) and (ii) 2,512 shares of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series B, of the Company (together with the Series A Shares, the “Shares”);

WHEREAS, the Large Purchasers (as defined below) and the Company executed a Second Amended and Restated Investment Agreement, dated as of February 19, 2015 (as amended, the “Investment Agreement”), and other investors and the Company executed, or will execute, as the case may be, one or more subscription agreements (as amended, the “Other Purchaser Investment Agreements”), pursuant to all of which, subject to the terms and conditions set forth therein, the Company shall receive an aggregate equity recapitalization investment of \$52.675 million (the “Investment Amount”), less transaction expenses, through the purchase by investors from the Company of an aggregate amount of (i) approximately (a) 9.6 million shares of voting common stock and (b) 6.1 million shares of non-voting common stock (collectively, the “Company Common Stock”) and (ii) 12,009,480 shares of non-voting, non-cumulative preferred stock, Class D (the “Preferred Stock”), with a per share liquidation preference of \$5 ((i) and (ii) collectively, the “Transaction”); and

WHEREAS, the Seller desires to sell to the Purchasers, and the Purchasers desire to purchase from the Seller, subject to the terms and conditions contained in this Agreement, all of the Shares (the “Securities Purchase”).

NOW, THEREFORE, in consideration of the premises, and of the various representations, warranties, covenants and other agreements and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Certain Terms. For purposes of this Agreement, the following terms are used with the meanings assigned below (such definitions to be equally applicable to both the singular and plural forms of the terms herein defined):

“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, 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.

“Agreement” has the meaning set forth in the introductory paragraph of this agreement.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banking organizations in the State of Florida are required or authorized by Law to be closed.

“Closing” has the meaning set forth in Section 2.02(A).

“Closing Date” has the meaning set forth in Section 2.02(A).

“Company” has the meaning set forth in the introductory paragraph to this Agreement.

“Company Common Stock” has the meaning set forth in the recitals to this Agreement.

“Company Material Adverse Effect” means a material adverse effect on the business, results of operations or financial condition of the Company and its consolidated Subsidiaries taken as a whole; provided, however, that Company Material Adverse Effect shall not be deemed to include the effects of (i) changes after the date hereof 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 its Subsidiaries operate, (ii) changes or proposed changes after the date hereof in United States generally accepted accounting principles or regulatory accounting requirements, or authoritative interpretations thereof, (iii) changes or proposed changes after date hereof 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 (i), (ii) and (iii),

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 its consolidated Subsidiaries taken as a whole relative to comparable United States banking or financial services organizations), or (iv) changes in the market price or trading volume of the Company Common Stock or any other equity, equity-related or debt securities of the Company or its consolidated Subsidiaries (it being understood and agreed that the exception set forth in this clause (iv) does not apply to the underlying reason giving rise to or contributing to any such change).

“Compensation Regulations” means any guidance, rule or regulation, as the same shall be in effect from time to time, promulgated pursuant to or implementing Section 111 of the Emergency Economic Stabilization Act of 2008, as amended by the American Recovery and Reinvestment Act of 2009 or otherwise from time to time.

“Escrow Account” means the account established by the Company with the Escrow Agent.

“Escrow Agent” means SunTrust Bank.

“Escrow Agreement” means the Escrow Agreement, dated as of March 6, 2015, by and among the Company, Keefe, Bruyette & Woods, Inc. and the Escrow Agent.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

“Governmental Entity” means any court, administrative agency or commission or other governmental or regulatory authority or instrumentality or self-regulatory organization.

“Investment Agreement” has the meaning set forth in the recitals to this Agreement.

“Investment Amount” has the meaning set forth in the recitals to this Agreement.

“Large Purchaser” means each of Patriot Financial Partners II, L.P., Patriot Financial Partners Parallel II, L.P. and Priam Capital Fund II, LP.

“Law” means any law, statute, code, ordinance, rule, regulation, judgment, order, award, writ, decree or injunction issued, promulgated or entered into by or with any Governmental Entity.

“Liens” means any liens, licenses, pledges, charges, encumbrances, adverse rights or claims and security interests whatsoever.

“Other Purchaser” means any person or entity (other than a Large Purchaser) that is a signatory to this Agreement in order to purchase Shares.

“Other Purchaser Investment Agreement” has the meaning set forth in the recitals to this Agreement.

“Prohibited Investor” has the meaning set forth in Section 3.01(E)(8).

“Purchase Price” has the meaning set forth in Section 2.01.

“Purchaser” means each of the Large Purchasers and the Small Purchasers.

“Regulatory Event” means, with respect to the Company, that (i) the Federal Deposit Insurance Corporation or any other applicable Governmental Entity shall have been appointed as conservator or receiver for the Company or any Subsidiary; (ii) the Company or any Subsidiary shall have been considered in “troubled condition” for the purposes of 12 U.S.C. Sec. 1831i or any regulation promulgated thereunder; (iii) the Company or any Subsidiary shall qualify as “Undercapitalized,” “Significantly Undercapitalized,” or “Critically Undercapitalized” as those terms are defined in 12 U.S.C. Sec. 1831o or other applicable Law; or (iv) the Company or any Subsidiary shall have become subject to any formal or informal regulatory action requiring the Company or any Subsidiary to materially improve its capital, liquidity or safety and soundness.

“Relevant Period” means the period in which any obligation of the Company arising from financial assistance under the Troubled Asset Relief Program remains outstanding, as it may be further described in the Compensation Regulations.

“Rule 144” means Rule 144 under the Securities Act.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Securities Purchase” has the meaning set forth in the recitals to this Agreement.

“Seller” has the meaning set forth in the introductory paragraph to this Agreement.

“Series A Shares” has the meaning set forth in the recitals to this Agreement.

“Shares” has the meaning set forth in the recitals to this Agreement.

“Subsidiary” means, with respect to any person, any bank, corporation, partnership, joint venture, limited liability company or other organization, whether incorporated or unincorporated, (i) of which such person or a subsidiary of such person is a general partner or managing member or (ii) at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity is directly or indirectly owned by such person and/or one or more subsidiaries thereof.

“Transaction” has the meaning set forth in the recitals to this Agreement.

Section 1.02 Interpretation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. Whenever the words “include,” “includes” or

“including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The term “person” as used in this Agreement shall mean any individual, corporation, limited liability company, limited or general partnership, joint venture, government or any agency or political subdivision thereof, or any other entity or any group (as defined in Section 13(d)(3) of the Exchange Act) comprised of two or more of the foregoing. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, all references to “dollars” or “\$” are to United States dollars. This Agreement and any documents or instruments delivered pursuant hereto or in connection herewith shall be construed without regard to the identity of the person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though all of the parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

ARTICLE II

THE SECURITIES PURCHASE

Section 2.01 Purchase and Sale of the Shares. Subject to, and on the terms and conditions of, this Agreement, effective at the Closing, the Purchasers will purchase from the Seller, and the Seller will sell, transfer, convey, assign and deliver to the Purchasers, all of the Shares, free and clear of all Liens. The aggregate purchase price for the Shares, including all accrued and unpaid dividends on the Shares through and including the Closing Date, shall be an amount in cash equal to Twelve Million Three Hundred Twenty-Five Thousand Ninety-Seven Dollars and Sixty-Eight Cents (\$12,325,097.68) (the “Purchase Price”). The number and type of Shares that each Purchaser will purchase from the Seller, and the applicable portion of the Purchase Price that will be paid by each Purchaser, is set forth on Schedule I to this Agreement.

Section 2.02 Closing of the Securities Purchase. Subject to Article V, the closing of the Securities Purchase (the “Closing”) shall occur (1) immediately prior to and on the same day of the closing of the transactions contemplated by the Investment Agreement and the Other Purchaser Investment Agreements or (2) at such other time or date that is agreed to in writing by the Seller, the Company and the Large Purchasers (the date on which the Closing occurs, the “Closing Date”). The Closing shall be held at such place as the Seller and the Large Purchasers shall mutually agree in writing.

(A) At least two Business Days prior to the Closing, each Purchaser hereto other than the Large Purchasers will pay its applicable portion of the Purchase Price (as set forth on Schedule I to this Agreement) to the Escrow Agent, to be held in the Escrow Account pending the Closing.

(B) At the Closing, or simultaneously therewith, the following shall occur:

(1) the Seller will cause to be delivered to the Company, for distribution by the Company to the Purchasers, the certificates for all of the

Shares, duly endorsed in blank or accompanied by stock powers duly endorsed in blank or other instruments of transfer as reasonably requested by the Large Purchasers;

(2) each Large Purchaser will pay its applicable portion of the Purchase Price (as set forth on Schedule I to this Agreement) to the Seller, by wire transfer in immediately available funds, to an account designated in writing by the Seller to the Purchasers, such designation to be made not later than two Business Days prior to the Closing Date; and

(3) the Company will cause and Keefe, Bruyette & Woods, Inc. will instruct the Escrow Agent, on behalf of the Purchasers hereto other than the Large Purchasers, to pay such Purchasers' applicable portion of the Purchase Price (as set forth on Schedule I to this Agreement) to the Seller, by wire transfer in immediately available funds, to an account designated in writing by the Seller to the Purchasers, such designation to be made not later than two Business Days prior to the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Purchaser. Each Purchaser hereby represents and warrants, severally and not jointly, to the Seller as follows:

(A) Citizenship; Existence and Power. Such Purchaser is, as applicable (i) a director or officer of the Company and a citizen of the United States of America, or (ii) duly organized and validly existing under the Laws of the jurisdiction of its organization, and, in the case of (i) and (ii), has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

(B) Authorization. As applicable, the execution and delivery by such Purchaser of this Agreement, and the consummation by such Purchaser of the transactions contemplated hereby, has been duly and validly approved by all necessary corporate or other action of such Purchaser, and no other corporate or shareholder or other proceedings on the part of such Purchaser is necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Purchaser, and (assuming the due authorization, execution and delivery of this Agreement by the Seller, each other Purchaser and the Company) this Agreement constitutes a valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

(C) Non-Contravention. Neither the execution and delivery by such Purchaser of this Agreement nor the consummation by such Purchaser of the transactions contemplated hereby, will violate, where applicable, any provision of the charter or bylaws or

similar governing documents of such Purchaser or, assuming that the consents, approvals, filings and registrations referred to in Section 3.01(D) are received or made (as applicable), applicable Law.

(D) Consents and Approvals. Except for any consents, approvals, filings or registrations required in connection with the transactions contemplated by the Investment Agreement and the Other Purchaser Investment Agreements, no consents or approvals of, or filings or registrations with, any Governmental Entity or any other third party by and on behalf of such Purchaser are necessary in connection with the execution and delivery by such Purchaser of this Agreement and the consummation by such Purchaser of the transactions contemplated hereby.

(E) Securities Matters.

(1) Such Purchaser is either (i) an “accredited investor” as defined in Rule 501 under the Securities Act with, if such Purchaser is not an individual, total assets in excess of \$25,000,000 or (ii) a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act. The Shares are being acquired by such Purchaser for such Purchaser’s own account (except for sales contemplated to be made by Keefe, Bruyette & Woods, Inc. in connection with the closing of the Transaction) and without a view to the public distribution or public sale of the Shares.

(2) Such Purchaser understands that (i) the Shares are being sold in a transaction not involving any public offering within the meaning of the Securities Act, and accordingly, such Shares are “restricted securities” within the meaning of Rule 144; (ii) such Shares have not been and will not be registered under the Securities Act; (iii) if, prior to the expiration of the holding period specified in Rule 144, such Purchaser decides to offer, resell, pledge or otherwise transfer such Shares, such Shares may be offered, resold, pledged or transferred only (a) in compliance with Rule 144 or otherwise pursuant to an exemption from registration under the Securities Act or (b) to the Company or one of its Subsidiaries, in each case in accordance with any applicable securities laws of any state of the United States; and (iv) such Purchaser will, and each subsequent holder is required to, provide the Company and its transfer agent with such certificates and other information as they may reasonably require to confirm that the transfer complies with the foregoing restrictions.

(3) Such Purchaser understands that neither the Seller nor the Company is making any representation as to the availability of Rule 144 or Rule 144A under the Securities Act for the offer, resale, pledge or transfer of any Shares, or that any Shares purchased by such Purchaser will ever be able to be sold.

(4) Such Purchaser understands that the Shares will, until the expiration of the applicable holding period set forth in Rule 144, unless sold in compliance with Rule 144, bear a legend to substantially the following effect:

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD, OFFERED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.

(5) Such Purchaser acknowledges and agrees that such Purchaser (i) is a sophisticated investor; (ii) does not require the assistance of an investment advisor or other purchaser representative to purchase the Shares; (iii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the Shares; (iv) has the ability to bear the economic risks of its prospective investment for an indefinite period of time; (v) can afford the complete loss of such investment; and (vi) recognizes that the investment in the Shares involves substantial risk.

(6) Such Purchaser understands that the Seller may have access to information about the Company that is not generally available to the public, and acknowledges and agrees that, to the extent the Seller has any such information, such information need not (and shall not) be provided to such Purchaser by the Seller. Such Purchaser further understands that the Seller is a federal agency and that such Purchaser's ability to bring a claim against the Seller under the federal securities laws may be limited.

(7) Such Purchaser acknowledges that such Purchaser is not relying on any advice or recommendation from the Seller or the Company, or any investigation or examination that the Seller may have conducted, with respect to the Shares or the Company, and the Seller has not made any representation, warranty or covenant, express or implied, to it with respect thereto and the Seller shall not have any liability to it with respect thereto.

(8) Neither such Purchaser nor, as applicable, any person or entity controlling, controlled by or under common control with it, nor any person or entity having a beneficial interest in it, nor, to the knowledge of the Purchaser, any director, officer, agent, employee or Affiliate thereof is: (i) a person or entity listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); (ii) named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control (OFAC); (iii) a Designated National other than an "unblocked national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; (iv) a non-U.S. shell bank (as set forth in Section 313 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001

(USA PATRIOT Act)) or is providing banking services indirectly to a non-U.S. shell bank; (v) a senior non-U.S. political figure or an immediate family member or close associate of such figure or an entity owned or controlled by such a figure; (vi) a person with whom a U.S. citizen or entity is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive order, anti-money laundering, antiterrorist, financial institution and asset control laws, regulations, rules or orders, or as a result of any list published by the U.S. Department of Commerce, the U.S. Department of Treasury, or the U.S. Department of State, including any agency or office thereof; (vii) a person who has funded or supported terrorism or a suspected terrorist organization or who has engaged in, or derived funds from, activities that relate to the laundering of the proceeds of illegal activity; or (viii) a person or entity that would cause the Company to violate any Law (including bank or other financial institution regulatory laws, regulations or orders) to which the Company is subject by reason of such person's or entity's purchase of the Shares (categories (i) through (viii), each, a "Prohibited Investor").

(9) Such Purchaser has met and will continue to meet all of its obligations under the Bank Secrecy Act, as amended (31 U.S.C. Section 5311 et seq.) and its implementing regulations, if applicable.

(10) The funds used by such Purchaser to purchase the applicable Shares were legally derived from legitimate sources and not from any Prohibited Investor.

(F) Availability of Funds. Such Purchaser has access to adequate funds to consummate the transactions contemplated hereunder. Each Purchaser hereto other than the Large Purchasers will have, at least two Business Days prior to the Closing, deposited into the Escrow Account sufficient funds available to consummate the transactions contemplated hereunder.

Section 3.02 Representations and Warranties of the Company. The Company hereby represents and warrants to the Seller and the Purchasers as follows:

(A) Existence and Power. The Company is a Florida state-chartered banking corporation that is duly licensed by the Florida Office of Financial Regulation and authorized to conduct a general commercial banking business in the State of Florida and has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

(B) Authorization. The execution and delivery of this Agreement, and the consummation by the Company of the transactions contemplated hereby, have been duly and validly approved by all necessary corporate action of the Company, and no other corporate or shareholder proceedings on the part of the Company are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Company, and (assuming the due authorization, execution and delivery of this Agreement by the Seller and the Purchasers) this Agreement

constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

(C) Non-Contravention. Neither the execution and delivery of this Agreement nor the consummation by the Company of the transactions contemplated hereby, will violate any provision of the charter or bylaws or similar governing documents of the Company or, assuming that the consents, approvals, filings and registrations referred to in Section 3.02(D) are received or made (as applicable), applicable Law.

(D) Consents and Approvals. Except for any consents, approvals, filings or registrations required in connection with the transactions contemplated by the Investment Agreement and the Other Purchaser Investment Agreements, no consents or approvals of, or filings or registrations with, any Governmental Entity or any other third party by and on behalf of the Company are necessary in connection with the execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby.

(E) Placement Agency Agreement. The form of placement agency agreement for auctions previously provided by the Seller to the Company is, in the Company's view, in substantially complete form such that the Seller shall be in a position to immediately auction the Shares if this Agreement is terminated.

ARTICLE IV

COVENANTS

Section 4.01 Forbearances of the Seller. From the date hereof until the Closing, without the prior written consent of the Large Purchasers, the Seller will not:

(A) directly or indirectly transfer, sell, assign, distribute, exchange, pledge, hypothecate, mortgage, encumber or otherwise dispose of or engage in or enter into any hedging transactions with respect to, any of the Shares or any portion thereof or interest therein (other than pursuant to this Agreement); or

(B) agree, commit to or enter into any agreement to take any of the actions referred to in Section 4.01(A).

Notwithstanding the foregoing, the Seller may undertake any of the actions set forth in Section 4.01(A) with an Affiliate of the Seller so long as this Agreement is assigned to such Affiliate in accordance with Section 7.07 of this Agreement. For the avoidance of doubt, until the Closing, except as expressly set forth in this Section 4.01, the Seller shall continue to be able to exercise all rights and privileges with respect to the Shares.

Section 4.02 Further Action. The Seller, the Purchasers and the Company (i) shall each execute and deliver, or shall cause to be executed and delivered, such documents

and other instruments and shall take, or shall cause to be taken, such further action as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement and (ii) shall refrain from taking any actions that could reasonably be expected to impair, delay or impede the Closing or the consummation of the transactions contemplated by this Agreement (except in the case of the Company, as expressly permitted under the Investment Agreement and the Other Purchaser Investment Agreements, and in the case of each Purchaser, to the extent not inconsistent with its obligations, under the Investment Agreement and the Other Purchaser Investment Agreements).

Section 4.03 Investment Agreements. The Large Purchasers will not agree to any amendment, modification or waiver of any provision of the Investment Agreement, and the Other Purchasers will not agree to any amendment, modification or waiver of any provision of the applicable Other Purchaser Investment Agreements (other than, in each case, corrections of obvious errors, if any, or other ministerial amendments), to the extent such amendment, modification or waiver would adversely affect the Seller, without the prior written consent of the Seller.

Section 4.04 Transaction. The Purchasers shall (i) keep the Seller reasonably apprised of their progress in obtaining necessary regulatory approvals for the Transaction, (ii) deliver to the Seller copies of any written notices the Purchasers and the Company deliver to one another under the Investment Agreement or the Other Purchaser Investment Agreements to the extent such notices relate to such approvals, the failure to obtain any such approvals or the termination of the Investment Agreement or any of the Other Purchaser Investment Agreements and (iii) provide at least seven (7) days' prior written notice of the anticipated Closing Date to the Seller. The Company shall give the Seller prompt written notice of the approval of the Transaction by the holders of the Company Common Stock.

Section 4.05 Remaining Certification and Disclosure Requirements. The Company and the Purchasers acknowledge, and the Company agrees to comply with the certification and disclosure requirements set forth in the Compensation Regulations, including without limitation those submissions that are required with respect to the final portion of the Relevant Period (see, for example, Sections 30.7(c) and (d), Sections 30.11(b) and (c) and Section 30.15(a)(3) of the Compensation Regulations and FAQ-14 in the Frequently Asked Questions to the Compensation Regulations, available at www.financialstability.gov).

Section 4.06 Transferability Restrictions Related to Long-Term Restricted Stock. The Company and the Purchasers acknowledge that any long term restricted stock (as defined in Section 30.1 of the Compensation Regulations) awarded by the Company that has otherwise vested may not become transferable, or payable in the case of a restricted stock unit, at any time earlier than as permitted under the schedule set forth in the definition of long term restricted stock in Section 30.1 of the Compensation Regulations. For this purpose, aggregate financial assistance received (for purposes of the definition of long term restricted stock) includes the full original liquidation amount with respect to 50,236 Shares (see FAQ 15 in the Frequently Asked Questions to the Compensation Regulations, available at www.financialstability.gov). Upon the sale of the Shares to the Purchasers, in the event that any long-term restricted stock awarded by the Company is not permitted to become transferable, or payable in the case of a restricted stock unit, under the schedule set forth in the definition of

long-term restricted stock in Section 30.1 of the Compensation Regulations, the Company shall cancel such long-term restricted stock and/or restricted stock units.

Section 4.07 Executive Compensation. Neither the Purchasers nor the Company shall take any action that will result in, nor will the Company permit or the Purchasers consent to, directly or indirectly, the acceleration, vesting, enhancement or increase in the payments or benefits that would otherwise become due as a result of the consummation of the Transaction to any current or former executive officers of the Company.

ARTICLE V

CONDITIONS TO THE CLOSING

Section 5.01 Conditions to Each Party's Obligations. The respective obligations of each of the Purchasers and the Seller to consummate the Securities Purchase are subject to the fulfillment, or written waiver by the Purchasers and the Seller, prior to the Closing, of each of the following conditions:

(A) Satisfaction of Conditions Precedent to the Transaction. All conditions precedent to the Transaction set forth in the Investment Agreement and the Other Purchaser Investment Agreements (other than those conditions that by their nature are to be satisfied or waived at the closing of the Transaction) shall have been satisfied or waived.

(B) Regulatory Approvals. All regulatory approvals required to consummate the Securities Purchase shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated.

(C) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Securities Purchase shall be in effect. No Law shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits or makes illegal the consummation of the Securities Purchase.

(D) Escrow Agreement. Each of the Company, Keefe, Bruyette & Woods, Inc. and the Escrow Agent shall have executed and delivered the Escrow Agreement and the Escrow Agreement shall be in full force and effect. The Purchasers hereto other than the Large Purchasers shall have deposited an aggregate amount equal to their applicable portion Purchase Price (as set forth on Schedule I to this Agreement) with the Escrow Agent and all conditions to the release of such amount from escrow shall have been satisfied or waived (other than the condition relating to the Closing hereunder).

Section 5.02 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the Securities Purchase is also subject to the fulfillment, or written waiver by the Seller, prior to the Closing, of the following conditions:

(A) Other Events. None of the following shall have occurred since the date hereof:

(1) the Company or any of its Subsidiaries shall have (a) dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) become insolvent or unable to pay its debts or failed or admitted in writing its inability generally to pay its debts as they become due; (c) made a general assignment, arrangement or composition with or for the benefit of its creditors; (d) instituted or have instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition shall have been presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition shall have resulted in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; (e) had a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) sought or shall have become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) had a secured party take possession of all or substantially all its assets or had a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets; (h) caused or shall have been subject to any event with respect to it which, under the applicable laws of any jurisdiction, had an analogous effect to any of the events specified in clauses (a) to (g) (inclusive); or (i) taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

(2) a Governmental Entity in any jurisdiction shall have (a) commenced an action or proceeding against the Company or any of its Subsidiaries; or (b) issued or entered a temporary restraining order, preliminary or permanent injunction or other order binding upon the Company or any of its Subsidiaries, which in the case of (a) and (b) shall have had or be reasonably expected to have a Company Material Adverse Effect;

(3) any fact, circumstance, event, change, occurrence, condition or development shall have occurred that, individually or in the aggregate, shall have had or shall be reasonably likely to have a Company Material Adverse Effect; or

(4) any Regulatory Event not otherwise existing on the date hereof shall have occurred.

(B) Representations and Warranties. The representations and warranties set forth in Article III of this Agreement shall be true and correct as though made on and as of the Closing Date.

(C) Consents and Approvals. All consents and approvals of, and filings and registrations with, all Governmental Entities and of or with any other third party by and on behalf of the Company and the Purchasers that are necessary in connection with the execution and delivery by the Company and the Purchasers of this Agreement and the consummation by

the Company and the Purchasers of the transactions contemplated hereby shall have been obtained or made, as applicable, and shall remain in full force and effect.

(D) Performance of Obligations. The Purchasers shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing.

(E) Closing Certificates. Each of the Purchasers shall deliver to the Seller a certificate, dated as of the Closing Date, and signed on behalf of such Purchaser by a senior executive officer thereof, certifying to the effect that all conditions precedent to the Closing set forth in Section 5.01, Section 5.02(B) (other than with respect to the representations and warranties of the Company set forth in Section 3.02), Section 5.02(C) (other than with respect to the consents and approvals of the other Purchasers and the Company) and Section 5.02(D) have been satisfied. The Company shall deliver to the Seller a certificate, dated as of the Closing Date, signed on behalf of the Company by a senior executive officer thereof certifying to the effect that the conditions precedent to the Closing set forth in Section 5.01, Section 5.02(A), Section 5.02(B) (other than with respect to the representations and warranties of the Purchasers set forth in Section 3.01) and Section 5.02(C) (other than with respect to the consents and approvals of the Purchasers) have been satisfied.

(F) Escrow Agent Certificate. The Escrow Agent shall deliver to the Seller a certificate, dated as of the Closing Date, certifying to the amounts deposited in the Escrow Account and that the Escrow Agent has received a Joint Instruction (as defined in the Escrow Agreement) authorizing the release of the Other Purchasers' applicable portion of the Purchase Price (as set forth on Schedule I to this Agreement).

ARTICLE VI

TERMINATION

Section 6.01 Termination Events. This Agreement may be terminated at any time prior to the Closing:

(A) by mutual written agreement of the Large Purchasers and the Seller, upon written notice to the other Purchasers; or

(B) by either of the Large Purchasers, upon written notice to the Seller and the other Purchasers, or by the Seller, upon written notice to the Purchasers, in the event that the Closing Date does not occur on or before April 30, 2015; provided, however, that the respective rights to terminate this Agreement pursuant to this Section 6.01(B) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing Date to occur on or prior to such date.

This Agreement shall automatically terminate upon the termination of the Investment Agreement in accordance with its terms.

Section 6.02 Effect of Termination. In the event of termination of this Agreement as provided in Section 6.01, this Agreement shall forthwith become void and have no effect, and none of the Seller, the Purchasers, the Company, any affiliates of the Seller, the Purchasers or the Company or any officers, directors or employees of the Seller, the Purchasers or the Company or any of their respective affiliates shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that this Section 6.02 and Sections 7.03, 7.04, 7.05 and 7.06 shall survive any termination of this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Waiver; Amendment. Any provision of this Agreement may be (A) waived in writing by the party benefiting by the provision, or (B) amended or modified at any time by an agreement in writing signed by each of the parties hereto. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Section 7.02 Counterparts. This Agreement may be executed by facsimile or other electronic means and in counterparts, all of which shall be considered an original and one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 7.03 Governing Law; Choice of Forum; Waiver of Jury Trial. (A) 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 jurisdictions and venue of the United States District Court of 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 transactions contemplated hereby, and (b) that notice may be served upon (i) the Purchasers at the address and in the manner set forth for notices to the Purchasers in Section 7.05, (ii) the Company at the address and in the manner set forth for notices to the Company in Section 7.05 and (iii) the Seller at the address and in the manner set forth for notices to the Seller in Section 7.05, but otherwise in accordance with federal law.

(B) 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 transactions contemplated hereby.

Section 7.04 Expenses. If requested by the Seller, the Company shall pay all reasonable out of pocket and documented costs and expenses associated with this Agreement and the transactions contemplated by this Agreement, including, but not limited to, the reasonable fees, disbursements and other charges of the Seller's legal counsel and financial advisors.

Section 7.05 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the date of delivery if delivered personally or telecopied (upon telephonic confirmation of receipt), on the first Business Day following the date of dispatch if delivered by a recognized next day courier service, or on the third Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Large Purchasers to:

Patriot Financial Partners II, L.P.
Cira Center
2929 Arch Street, 27th Floor
Philadelphia, PA 19104-2868
Facsimile: [REDACTED]

and

c/o Priam Capital Associates, LLC
445 Park Avenue, Suite 1401
New York, NY 10022
Facsimile: [REDACTED]

With a copies (which shall not constitute notice) to:

Covington & Burling LLP
One CityCenter
850 Tenth Street NW
Washington, D.C. 20001
Facsimile: [REDACTED]

and

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Facsimile: [REDACTED]

If to any of the other Purchasers to the applicable address set forth on such other Purchaser's signature page hereto

If to the Company to:

U.S. Century Bank
2301 N.W. 87th Ave.
Doral, FL 33172

Facsimile:

[REDACTED]

[REDACTED]

With a copy (which shall not constitute notice) to:

DLA Piper LLP (US)
6225 Smith Avenue
Baltimore, MD 21209

Facsimile:

[REDACTED]

[REDACTED]

If to the Seller to:

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

Facsimile:

[REDACTED]

[REDACTED]

With a copy to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281

Facsimile:

[REDACTED]

[REDACTED]

Section 7.06 Entire Understanding; No Third Party Beneficiaries. This Agreement (together with the documents, agreements and instruments referred to herein) represents the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements heretofore made with respect to the subject matter hereof. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies hereunder.

Section 7.07 Assignment. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other parties, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be null and void; provided,


however, that the Seller may assign this Agreement to an Affiliate of the Seller. If the Seller assigns this Agreement to an Affiliate, the Seller shall be relieved of its obligations and liabilities under this Agreement but (i) all rights, remedies, obligations and liabilities of the Seller hereunder shall continue and be enforceable by and against and assumed by such Affiliate, (ii) the Purchasers' obligations and liabilities hereunder shall continue to be outstanding and (iii) all references to the Seller herein shall be deemed to be references to such Affiliate. The Seller will give the Purchasers and the Company notice of any such assignment; provided, that the failure to provide such notice shall not void any such assignment.

Section 7.08 Severability. Any term or provision of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid, illegal or unenforceable the remaining terms and provisions of this Agreement. or affecting the validity, legality or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable, in all cases so long as neither the economic nor legal substance of the transactions contemplated hereby is affected in any manner materially adverse to any party or its shareholders. Upon any 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

U.S. CENTURY BANK

By: 
Name: Carlos J. Davilla
Title: President & CEO

PATRIOT FINANCIAL PARTNERS II, L.P.

By: _____
Name:
Title:

PATRIOT FINANCIAL PARTNERS
PARALLEL II, L.P.

By: _____
Name:
Title:

PRIAM CAPITAL FUND II, LP,

By: _____
Name:
Title:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Timothy J. Bowler
Title: Deputy Assistant Secretary for Financial
Stability

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

U.S. CENTURY BANK

By: _____
Name:
Title:

PATRIOT FINANCIAL PARTNERS II, L.P.

By: _____
Name: W. Kirk Wycoff
Title: Managing Partner

PATRIOT FINANCIAL PARTNERS
PARALLEL II, L.P.

By: _____
Name: W. Kirk Wycoff
Title: Managing Partner

PRIAM CAPITAL FUND II, LP,

By: _____
Name:
Title:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Timothy J. Bowler
Title: Deputy Assistant Secretary for Financial
Stability

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

U.S. CENTURY BANK

By: _____
Name:
Title:

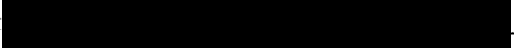
PATRIOT FINANCIAL PARTNERS II, L.P.

By: _____
Name:
Title:

PATRIOT FINANCIAL PARTNERS
PARALLEL II, L.P.

By: _____
Name:
Title:

PRIAM CAPITAL FUND II, LP,
By: Priam Capital Associates II LLC
Its: General Partner

By: 
Name: Howard Feinglass
Title: Managing Member

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Timothy J. Bowler
Title: Deputy Assistant Secretary for Financial
Stability

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

U.S. CENTURY BANK

By: _____
Name:
Title:

PATRIOT FINANCIAL PARTNERS II, L.P.

By: _____
Name:
Title:


PATRIOT FINANCIAL PARTNERS
PARALLEL II, L.P.

By: _____
Name:
Title:

PRIAM CAPITAL FUND II, LP,

By: _____
Name:
Title:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: 
Name: Timothy J. Bowler
Title: Deputy Assistant Secretary for Financial
Stability

KEEFE, BRUYETTE & WOODS, INC.

By:

Name: Lisa Schultz

Title: Managing Director, Co-Head
Capital Markets

OTHER PURCHASERS:



Name: Gary Clark
Title: Trustee

OTHER PURCHASER:

Great Hollow International, L.P.
By: Abrams Capital Management, L.P.
Name: By: Abrams Capital Management, LLC


Name: David Abrams
Title: Managing Member

OTHER PURCHASER:

Name: Endicott Opportunity Partners IV, L.P.

By: 

Name: Wayne R. Goldstein

Title: Managing Member - W.R. Endicott IV, LLC
As General Partner

OTHER PURCHASER:

Name: Greenhill Capital Partners III, L.P.

By  -

Name: Boris Gutin

Title: Managing Director

OTHER PURCHASER:

Name: Greenhill Capital Partners (Cayman Islands) III L.P.

By: 

Name: Boris Gutin

Title: Managing Director

OTHER PURCHASER:

Name: Greenhill Capital Partners (GHL) III L.P.

By: 

Name: Boris Gutin

Title: Managing Director

OTHER PURCHASER:

Name: Greenhill Capital Partners (Employees) III L.P.

By: 

Name: Boris Gutin

Title: Managing Director

OTHER PURCHASER:

TFO FINANCIAL INSTITUTIONS RESTRUCTURING
FUND III LLC by TFO FINANCIAL INSTITUTIONS
Name: RESTRUCTURING FUND III SPC AS MANAGING MEMBER

By: _____

Name: ADEL AL MANGOUR

Title: DIRECTOR OF MANAGING MEMBER

