ANNEX D

FORM OF CDCI SENIOR SUBORDINATED SECURITIES

(FORM OF FACE OF SECURITY)

"THIS CDCI SENIOR SUBORDINATED SECURITY WILL BE ISSUED AND MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF $1,000 AND MULTIPLES OF $1,000 IN EXCESS THEREOF. ANY ATTEMPTED TRANSFER OF SUCH SECURITIES IN A DENOMINATION OF LESS THAN $1,000 AND MULTIPLES OF $1,000 IN EXCESS THEREOF SHALL BE DEEMED TO BE VOID AND OF NO LEGAL EFFECT WHATSOEVER. ANY SUCH PURPORTED TRANSFEREE SHALL BE DEEMED NOT TO BE THE HOLDER OF SUCH SECURITIES FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF PAYMENTS ON SUCH SECURITIES, AND SUCH PURPORTED TRANSFEREE SHALL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN SUCH SECURITIES.

THIS SECURITY IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE LETTER AGREEMENT BY AND BETWEEN THE COMPANY AND THE UNITED STATES DEPARTMENT OF THE TREASURY AND EXCHANGE AGREEMENT – STANDARD TERMS (THE "AGREEMENT"), EACH OF WHICH ARE INCORPORATED INTO THIS CDCI SENIOR SUBORDINATED SECURITY.

THIS OBLIGATION IS NOT A SAVINGS ACCOUNT OR DEPOSIT AND IS NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM OR ANY OTHER GOVERNMENTAL AGENCY.

THIS OBLIGATION IS SUBORDINATED TO **[*Insert for Issuers that are Bank or Savings Associations:*** THE CLAIMS OF GENERAL AND SECURED CREDITORS OF THE COMPANY AND IS NOT SECURED**]** **[*Insert for Issuers that are BHCs or SLHCs:*** SENIOR INDEBTEDNESS OF THE COMPANY IN ACCORDANCE WITH APPLICABLE HOLDING COMPANY REGULATIONS OF THE APPROPRIATE FEDERAL BANKING AGENCY**]**.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH

LAWS. EACH PURCHASER OF THIS SECURITY IS NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. ANY TRANSFEREE OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (2) AGREES THAT IT WILL NOT OFFER, SELL OR OTHERWISE TRANSFER THE SECURITIES REPRESENTED BY THIS INSTRUMENT EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH IS THEN EFFECTIVE UNDER THE SECURITIES ACT, (B) FOR SO LONG AS THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) TO THE COMPANY OR (D) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS INSTRUMENT IS ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF THE AGREEMENT BETWEEN THE COMPANY AND THE INVESTOR REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE COMPANY. THIS SECURITY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID."

[NAME OF COMPANY]

CUSIP No._____

$_____

3.1% CDCI SENIOR SUBORDINATED SECURITY DUE **[***Insert for bank or savings associations:* 2023**] [***Insert for BHCs or SLHCs:* 2040**]**

[Company**]**, a **[**State corporation**]** (the "Company," which term includes any permitted successor thereto), for value received, hereby promises to pay to the order of the United States Department of the Treasury or registered assigns, by wire transfer, the principal sum of $_____ (_____ Dollars) on _____, **[***Insert for bank or savings associations:* 2023**] [***Insert for BHCs or SLHCs:* 2040**]** (the "Maturity Date") (or any earlier redemption date or date of acceleration of the Maturity Date) and to pay interest on the outstanding principal amount of this CDCI Senior Subordinated Security Due **[***Insert for bank or savings associations:* 2023**] [***Insert for BHCs or SLHCs:* 2040**]** (this "CDCI Senior Subordinated Security") (i) from _____, or from the most recent interest payment date to which interest has been paid or duly provided for, quarterly in arrears [***Insert for BHCs or SLHCs:*** (subject to deferral as set forth in Section 5.4(c) of the Agreement)] on February 15, May 15, August 15 and November 15 of each year (each such date, an "Interest Payment Date"), commencing on _____ _____, at the rate of 3.1% per annum, until the eighth anniversary of the date hereof, *provided, however*, that **[**(A)**]** if a CDFI Event shall have occurred and it or any other CDFI Event is continuing at all times, from and after the 180th day after the date on which the first CDFI Event occurred until the date on which no CDFI Events are continuing, the Interest Rate shall be 7.7% per annum, **[*To be inserted if Issuer was not a CDFI on February 3, 2010**:* and (B) if a CDFI Event shall have occurred and it or any other CDFI Event is continuing, at all times, from and after the 270th day after the date on which the first CDFI Event occurred until the date on which no CDFI Events are continuing, 13.8% per annum**]** and (ii) from and after the eighth anniversary of the date hereof, at a rate of 13.8% per annum (each such interest rate, the applicable "Interest Rate") until the principal hereof shall have been paid or duly provided for, compounded quarterly, and on any overdue principal and on any overdue installment of interest (without duplication and to the extent that payment of such interest is enforceable under applicable law) at the same rate per annum. The amount of interest payable hereon shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

This CDCI Senior Subordinated Security is one of the CDCI Senior Subordinated Securities referred to in the Letter Agreement and Exchange Agreement – Standard Terms, dated as of _____ (as amended, modified or restated from time to time, the "Agreement"), by and among the Company and the United States Department of the Treasury, as the initial Investor (the "Investor"). Capitalized terms used in this CDCI Senior Subordinated Security are defined in the Agreement, unless otherwise expressly stated herein. The CDCI Senior Subordinated Security is entitled to the benefits of the Agreement and is subject to all of the agreements, terms

and conditions contained therein, all of which are incorporated herein by this reference. This CDCI Senior Subordinated Security may be redeemed, in whole or in part, in accordance with the terms and conditions set forth in the Agreement.

Interest

The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this CDCI Senior Subordinated Security is registered at the close of business on the regular record date for such installment of interest, which date shall be at the close of business on the 1st calendar day (whether or not a business day) of the month in which each Interest Payment Date occurs (each such date, the "Regular Record Date"). Any such installment of interest (other than Deferred Interest) not punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date and shall be paid to the person in whose name this CDCI Senior Subordinated Security is registered at the close of business on the date preceding the next Interest Payment Date, on the next Interest Payment Date, along with all other amounts then due and payable. In no event, however, shall interest exceed the maximum rate permitted by applicable law.

If an Interest Payment Date or the Maturity Date falls on a day that is not a "business day" (as defined in the Agreement), the related payment of principal or interest will be paid on the next business day, with the same force and effect as if made on such date, and no interest on such payments will accrue from and after such Interest Payment Date or Maturity Date, as the case may be. Interest payable on the Maturity Date of the CDCI Senior Subordinated Securities will be paid to the registered Holder to whom the principal is payable upon presentation and surrender for cancellation.

Method of Payment

The principal of this CDCI Senior Subordinated Security shall be payable upon surrender hereof and interest on this CDCI Senior Subordinated Security shall be payable at the office or agency of the Company or an agent appointed for that purpose in any coin or currency of the United States of America that at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest shall be made by the Company to the Holders of this Senior Subordinated Security entitled thereto as shown on the CDCI Senior Subordinated Securities Register by wire transfer of immediately available funds to any account with a banking institution located in the United States designated by such Holder no later than the related Regular Record Date.

Subordination

The indebtedness evidenced by this CDCI Senior Subordinated Security is, to the extent provided in the Agreement, senior to the Common Stock, but subordinate and junior in right of payment to the prior payment in full of **[*Insert for bank and savings associations***: all claims of depositors and to the Company's other debt obligations to its general and secured creditors**] [*Insert for BHC and SLHC:*** senior indebtedness of the Company, in accordance with applicable holding company regulations of the Appropriate Federal Banking Agency**]**, unless

such debt obligations are explicitly made *pari passu* or subordinated to the CDCI Senior Subordinated Securities, if applicable. Each Holder of this CDCI Senior Subordinated Security, by accepting the same agrees to and shall be bound by such provisions of the Agreement. Each Holder hereof, by his or her acceptance hereof, hereby waives all notice of the acceptance of the subordination provisions contained herein and in the Agreement by each holder of Senior Indebtedness, whether now outstanding or hereafter incurred, and waives reliance by each such holder upon said provisions.

The provisions of this CDCI Senior Subordinated Security are continued on the reverse side hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed this _____ day of _____, _____.

[NAME OF COMPANY]

By:_____
Name:
Title:

Attest:

By:_____
Name:
Title:

(FORM OF REVERSE OF SECURITY)

This CDCI Senior Subordinated Security is one of the CDCI Senior Subordinated Securities of the Company (herein sometimes referred to as the "CDCI Senior Subordinated Securities"), issued or to be issued under and pursuant to a Letter Agreement and Exchange Agreement – Standard Terms, dated as of _____, 2010 (as amended, modified or restated from time to time, the "Agreement"), by and between the Company and the United States Department of the Treasury, as the initial Investor (the "Investor"), to which Agreement reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of Company and the Holders of the CDCI Senior Subordinated Securities. This CDCI Senior Subordinated Security is a single series security with a face value in aggregate principal amount as set forth on the front of this CDCI Senior Subordinated Security.

Defaults and Remedies

If an Event of Default as provided for in Section 7.1 of the Agreement occurs, then the principal of, interest accrued on, and other obligations payable under this CDCI Senior Subordinated Security and the Transaction Documents, will immediately become due and payable. Notwithstanding anything to the contrary herein or in the Agreement, other than Section 7.2 of the Agreement, there is no right of acceleration for any default, including a default in the payment of principal or interest or the performance of any other covenant or obligation by the Company under this CDCI Senior Subordinated Security or the Agreement.

Amendment and Waiver

No amendment, modification, termination or waiver of any provision of the Agreement, the CDCI Senior Subordinated 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 CDCI Senior Subordinated Securities, the Majority Holders; provided that for so long as the CDCI Senior Subordinated Securities are outstanding, the Investor may at any time and from time to time unilaterally amend Section 4.1(d) of the Agreement to the extent the Investor 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 Fund governing CDFIs, including, without limitation, any changes in the criteria for certification as a CDFI by the Fund; provided further that no amendment, modification, termination or waiver with respect to the CDCI Senior Subordinated Securities shall, unless in writing and signed by all Holders, do any of the following: (A) change the principal of or the rate of interest on any CDCI Senior Subordinated Security; (B) extend any date fixed for any payment of principal or interest; (C) change the definition of the terms "Holders" or "Majority Holders" or the percentage of Holders which shall be required for Holders to take any action hereunder; or (D) consent to the assignment, delegation or other transfer by the Company of any of its rights and obligations under any Transaction Documents.

Any such consent or waiver by the Holder of this CDCI Senior Subordinated Security shall be conclusive and binding upon such Holder and upon all future Holders of this CDCI Senior Subordinated Security and of any CDCI Senior Subordinated Security issued in exchange herefor or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this CDCI Senior Subordinated Security.

No reference herein to the Agreement and no provision of this CDCI Senior Subordinated Security or of the Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this CDCI Senior Subordinated Security at the time and place and at the rate and in the money herein prescribed.

Limitation on Dividends and Repurchases of Equity Securities

The Company's ability to declare and pay dividends and purchase or acquire shares of Common Stock, other equity securities, trust preferred securities or any CDCI Senior Subordinated Security is limited by the terms of the Agreement. The Company's ability to redeem this CDCI Senior Subordinated Security is limited by the terms of the Agreement.

Interest Deferral and Voting Rights

The Company may defer interest paid on the CDCI Senior Subordinated Securities, subject to the terms and conditions in the Agreement. The Holders of this CDCI Senior Subordinated Security will be permitted to vote for two directors in the event interest is deferred for eight quarters (regardless of whether such quarters are consecutive). [**Insert for BHCs and SLHCs:** Deferral of interest in excess of 20 quarters constitutes an "Event of Default" as defined in the Agreement.]

Denominations; Transfer; Exchange

The CDCI Senior Subordinated Securities are issuable only in registered form without coupons in minimum denominations of $1,000.00 and integral multiples of $1,000.00 in excess thereof. As provided in the Agreement, this CDCI Senior Subordinated Security is transferable by the Holder hereof on the CDCI Senior Subordinated Securities Register maintained by the Company or its agent, upon surrender of this CDCI Senior Subordinated Security for registration of transfer at the office or agency of the Company or its agent, accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed by the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new CDCI Senior Subordinated Securities of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be made for any such registration of transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this CDCI Senior Subordinated Security, the Company and any agent thereof may deem and treat the Holder hereof as the absolute owner hereof (whether or not this CDCI Senior Subordinated Security shall be overdue and notwithstanding any notice of ownership or writing hereon made) for the

purpose of receiving payment of or on account of the principal hereof and (subject to the Agreement) interest due hereon and for all other purposes, and none of the Company or any agent thereof shall be affected by any notice to the contrary.

No Recourse Against Others

No recourse shall be had for the payment of the principal of or interest on this CDCI Senior Subordinated Security, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Agreement or any other Transaction Document, against any incorporator, shareholder, employee, officer or director, as such, past, present or future, as such, of the Company or of any successor thereto, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

Governing Law

THE AGREEMENT AND THIS CDCI SENIOR SUBORDINATED SECURITY SHALL EACH BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL LAWS OF THE UNITED STATES, IF AND TO THE EXTENT SUCH LAW IS APPLICABLE AND OTHERWISE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

Abbreviations

The following abbreviations, when used in the inscription on the face of this CDCI Senior Subordinated Security, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN CON – as tenants in common TEN ENT – as tenants in the entireties

JT TEN – as joint tenants with right of survival

UNIF GIFT MIN ACT – under Uniform Gift to Minors Act and not as tenants

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers this CDCI Senior Subordinated Security to:

_____
(Assignee's social security or tax identification number)

_____
(Address and zip code of assignee)

and irrevocably appoints _____ agent to transfer this CDCI Senior Subordinated Security on the books of the Company. The agent may substitute another to act for him or her.

Date: _____

Signature: _____

(Sign exactly as your name appears on the other side of this CDCI Senior Subordinated Security)

Signature Guarantee:_____

[Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.]