

MEMBERSHIP CAPITAL AGREEMENT

Total assets as of Credit Union's
Last 5300 data:

Amount

Date

To qualify for full membership with Southeast Corporate Federal Credit Union ("Southeast Corporate"), _____ Credit Union ("Credit Union") hereby agrees to fund a Membership Capital Account ("MCA") according to the following terms and conditions:

INITIAL FUNDING:

1. Credit Union shall open a MCA with an initial funding of 1/10 percent of Credit Union's total assets as of the latest 5300 data, with a maximum of \$2,000,000.00. Credit Union may have access to all correspondent, investment and liquidity services that Southeast Corporate offers and shall execute separate contracts with Southeast Corporate for the desired services.

ONGOING ADJUSTMENTS:

2. The MCA balance will be adjusted annually for a balance equal to 4 percent of Credit Union's average total Southeast Corporate account balances (not including MCA and paid-in-capital) for the previous 12 months ending December 31. If the 4 percent calculation falls below the 1/10 percent of Credit Union's assets as of the most recently available June 5300 data, a 1/10 percent floor will apply to the adjustment. The MCA will be capped for Credit Union at \$2,000,000.00.

GENERAL TERMS:

3. A Membership Capital Account is not subject to share insurance coverage by the NCUSIF or other deposit insurance.
4. A member may withdraw its Membership Capital Account with three years prior written notice.
5. A Membership Capital Account may not be used to pledge borrowings.
6. A Membership Capital Account is available to cover losses that exceed retained earnings and paid-in-capital.

7. Where Southeast Corporate is liquidated, a Membership Capital Account is payable only after satisfaction of all liabilities of the liquidation estate including uninsured obligations to shareholders and the NCUSIF.
8. A Membership Capital Account is not releasable due solely to the merger, charter conversion or liquidation of Credit Union. In the event of a merger, the Membership Capital Account transfers to the continuing credit union. In the event of a charter conversion, the Membership Capital Account transfers to the new institution. In the event of liquidation, the Membership Capital Account may be released to facilitate the payout of shares with the prior written approval of NCUA.
9. Where Southeast Corporate is merged into another corporate credit union, the Membership Capital Account will transfer to the continuing corporate credit union. The three-year notice period for withdrawal of the Membership Capital Account will remain in effect.
10. Southeast Corporate reserves the right to amend the terms and conditions of the Membership Capital Account and will provide Credit Union with written notice of such change.

I have read the above terms and conditions and I understand them. I further agree to maintain in Credit Union's files the annual notice of terms and conditions of the Membership Capital Account.

_____ Credit Union

_____ Chairman _____ Date

_____ Secretary _____ Date