

MISSION-DRIVEN BANK FUND, LP

CONFIDENTIAL REQUEST FOR PROPOSALS

PROPOSALS WILL BE RECEIVED UNTIL 4:00PM EST FEBRUARY 4, 2022

INTRODUCTION

Mission-Driven Bank Fund, LP, a to-be-formed Delaware limited partnership (the “Partnership” or the “Fund”), is intended to be a social impact investment fund established to support (financially and through technical and other support) (i) minority depository institutions (each an “MDI”) and community development financial institutions (each a “CDFI”) and, together with MDIs, “Mission-Driven Banks”) the deposits of which are insured by the Federal Deposit Insurance Corporation (the “FDIC”) and (ii) the communities they serve. The business and affairs of the Partnership will be managed by its to-be-identified fund manager and general partner (collectively, the “Fund Manager”) pursuant to the terms of an investment management agreement between the Fund Manager and the Partnership and the Limited Partnership Agreement of the Partnership (the “Partnership Agreement”).

This Request for Proposals (this “RFP”) is designed to identify the Fund Manager.

In this RFP, “Respondent” refers to the organization (which may be a partnership of organizations¹) submitting responses to this RFP for consideration to be selected as Fund Manager. Where questions refer to “Respondent,” please provide the requested information for each organization comprising the Respondent if submitting a joint proposal. Where one or more of the organizations in the Respondent partnership do not presently have the capabilities or the requested information is not applicable to one or more of the organizations in the Respondent partnership, please separately indicate which of the organizations in the Respondent partnership have the capabilities/experience that is the subject of the question.

In this RFP, “Fund Manager” refers to the Respondent (which may be a partnership of organizations) once selected and engaged as discussed above. Certain of the questions below refer to the “Fund Manager” with the intent of eliciting a response regarding the Respondent’s expected activities or structure if selected.

BACKGROUND AND INVESTMENT PORTFOLIO

Please see the preliminary Summary of Principal Terms attached as Attachment 1, for important information about the expected operations of the Partnership as of the date of this RFP including its Mission and Purpose, key terms, investment strategy, varied types of investments, technical and other assistance, process for evaluating investment proposals, governance structure, and the role and compensation of the

¹ As used throughout this RFP, a partnership of organizations does not require a formal legal partnership at this stage to qualify. An intent to partner on the mandate in the manner set forth in the Respondent’s response is sufficient.

Fund Manager. The key terms, investment strategy, governance, and other discussion of the Partnership included herein are subject to continued discussion and will be revised in the sole discretion of the anchor investors leading the first round of investment in the Partnership (the “Anchor Investors”) following discussion of terms with the Respondent selected to be engaged as Fund Manager. Nothing in this RFP is intended to create any legal rights of or reliance by a Respondent.

An MDI is generally defined as a federally insured depository institution (1) the voting stock of which is owned at least 51 percent by minority individuals; or (2) (x) a majority of the board of directors of which is comprised of minority² individuals and (y) the community that the institution serves is predominantly minority. CDFIs are federally insured institutions that, as certified by the US Treasury Department, primarily serve low-or-moderate income communities. MDIs and CDFIs are commonly known as “mission-driven banks” because they play a role in transforming the lives of underserved individuals and communities by making loans and providing other vital banking products and services to such communities. Many Mission-Driven Banks are small and require an injection of capital to build capacity and otherwise scale their operations to better serve their communities. Access to capital remains a perennial challenge for many of these institutions because of the financial status of the communities they serve and the difficulty of producing higher returns on assets due to their current size and limited product offerings.

The Partnership is anticipated to have seed capital commitments in the range of \$100 million to \$250 million, and has a target size of \$1 billion. The target size of the initial investment commitments was determined with a view to ensuring that the Partnership will be a meaningful source of capital for Mission-Driven Banks. The sizes of the individual Partnership investments in or with Mission-Driven Banks will vary, but are currently anticipated to range from \$3 million to \$10 million.

FORMATION OF THE PARTNERSHIP AND ROLE OF VARIOUS PARTIES

The process for forming the Partnership was initiated by the FDIC. As the nation’s deposit insurer and primary supervisor of community banks, the FDIC is pursuing several strategies to support Mission-Driven Banks, including increasing engagement and representation, facilitating partnerships, updating policies, promoting through advocacy, and providing outreach, technical assistance, and education and training. The Partnership will be established as a vehicle through which private investors can foster positive social impact by investing in the Partnership, which will in turn make investments in or with Mission-Driven Banks in order to help them better serve the communities in which they operate.

The FDIC will not contribute capital to or otherwise fund or financially support the Partnership nor will the FDIC be involved in the selection of the Fund Manager or the Partnership’s management, or in investment decisions or decision-making processes with respect to the Partnership.

This RFP is intended to ensure that the selected Fund Manager is well suited to meet the mission driven intentions of the Fund. Fund Manager selection will be made by the Anchor Investors in their sole discretion. The Anchor Investors are independent of the FDIC and any government agency. The Anchor Investors, in

² Under FDIC policy statements and Section 308 of the *Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)*, minority includes African American, Asian American, Hispanic American and Native American individuals and communities.

their sole discretion, may contact and communicate only with finalists, and may refrain from communicating with other Respondents at any time during the selection process. At the conclusion of the selection process, a Fund Manager will be selected by the Anchor Investors, prior to formation of the Partnership. The Fund Manager will be formally engaged by the Partnership.

The Partnership may engage more than one Fund Manager; however, the selection process will favor Respondents that, through partnering among organizations, can meet the full range of the Fund's objectives while building capacity of minority or women-owned partnering organizations that support Mission-Driven Banks and their communities. If more than one Fund Manager is selected, the Partnership anticipates requesting a formal teaming agreement to clarify responsibilities and scope of each party.

FOCUS ON DIVERSITY AND INCLUSION PRACTICES OF FUND MANAGER

Respondents should be mindful that the Partnership will adopt diversity, equity and inclusion (“DEI”) goals for every aspect of its activity, and RFP responses should explicitly articulate the cultural competence and diversity of the Respondent's team of professionals who directly will work on the Fund through the course of the engagement (the “Direct Team”), including descriptions and meaningful demonstrations of the Respondent's past and current commitment to DEI and, if selected as Fund Manager, its planned commitment to DEI.

Respondents should also be mindful of the Partnership's intent to support Mission-Driven Banks not only through investments and financial support, but also through technical support or training to MDIs and CDFIs to assist with developing lending or investment products, banking operations, considering joint ventures by and among MDIs and CDFIs, underwriting or servicing loans (including loans in minority, low-or moderate-income, or rural communities), managing equity investments, forming procurement consortiums, and other matters. As currently contemplated, the Fund will align with the particular interests of MDIs and CDFIs to help them build size, scale and capacity to magnify their impact in their particular communities. Specific products that are contemplated to be available to MDIs and CDFIs include, but are not limited to, the following:

- Equity in the form of common or perpetual preferred shares;
- Loan participations;
- Loss-share agreements;
- Certificates of deposit;
- Term debt; and
- Strategic advisory services intended to build or modernize institution functionality.

In addition to the above financial instruments and advisory services focused on Mission-Driven Banks, Respondents are encouraged to note other examples of innovative approaches the Respondents may propose through the Fund (without restricting or suggesting specific approaches, the Anchor Investors note the possibility of investments that include components of capacity building or financial education/counseling programs to expand the pipeline of “housing-ready” community members).

Further to the above, Respondents are encouraged to consider whether joint proposals in partnership with other asset managers, consultants or other entities would strengthen the Respondent's presentation regarding its cultural competence, the diversity of its team, its commitment to DEI and specific capabilities to engage effectively with MDIs and CDFIs to achieve Partnership objectives. Respondents that consist of

multiple organizations are not expected to fully form in advance any legal entities, subcontracting agreements or other formalities in advance of engagement as Fund Manager.

Respondents are encouraged to partner with other organizations in furtherance of the Partnership's DEI goals. If a Respondent is a partnership among two or more organizations, the Respondent's submission must be a joint submission by all participating organizations. The Partnership's objective of supporting Mission-Driven Banks and their communities is potentially advanced through capacity building at minority or women-owned fund managers, and financial institutions and Respondents that meaningfully include such organizations will receive favorable consideration. The RFP contains no defined minimum set-aside for participation by minority or women-owned organizations; however, Respondents may indicate a defined or minimum commitment for minority or women-owned partnering organizations or indicate their proposed process for setting such a commitment and any further information needed to do so.

FUND OBJECTIVES PRIORITIZE SOCIAL IMPACT OBJECTIVES OVER FUND RATE OF RETURN

Respondents should be mindful that the Fund's primary objectives relate to social impact and community development, with an investment constraint targeting the ultimate return of invested capital to Fund investors. Any return objectives will be subordinate to the social impact and community development objectives of the Fund and investors will acknowledge this aspect of the Fund in its partnership documentation. While the Fund Manager will be charged with managing the health of the Fund's investment portfolio, it is encouraged to include investments requested by Mission-Driven Banks for which other sources of capital, whether public or private, have not been historically available or are only accessed at higher than standard market rates of return. Responses to "Proposed Fees Questions" (discussed below) should be structured consistently with these prioritized objectives and constraints.

SCOPE OF WORK

The scope of work for the Fund Manager is to act as management company and general partner and provide management services to the Partnership in connection with all of its investment and other activities, as outlined in Attachment 1.

In addition, the Respondent selected to serve as Fund Manager is expected to play an important role in completing the formation of the Partnership, including but not limited to:

1. Meeting and participating in conference calls with representatives of the Anchor Investors and their professional consultants and others as directed to complete formation of the Partnership.
2. Meeting and participating in conference calls with potential investors.
3. Developing marketing and prospectus material.
4. Proposing, reviewing, commenting on and negotiating documents needed for formation of the Partnership, including the Limited Partnership Agreement and the Management Agreement, and on the related Private Placement Memorandum including sections describing the Fund Manager.

5. Determining the form of entity of the general partner (which is currently expected to be an affiliate of the Fund Manager), and forming the general partner.
6. Assisting in the initial and each subsequent closing, including coordination of legal/documentation process, and in any post-closing work related to the Partnership formation.
7. Developing a comprehensive strategy meant to emphasize, promote, and embody principles of diversity, equity and inclusion across all levels of the Partnership and the Mission-Driven Banks in which the Partnership invests.

TIMELINE

SCHEDULE OF ACTIVITIES	TIMELINE (All times Eastern)
RFP ISSUED	December 2, 2021
RESPONDENTS DECLARE INTENT TO RESPOND	December 27, 2021; 4:00pm
RESPONDENTS SUBMIT QUESTIONS	January 14, 2022; 4:00pm
QUESTIONS ADDRESSED (COPY TO ALL DECLARED RESPONDENTS)	January 28, 2022
PROPOSAL SUBMISSION DEADLINE	February 4, 2022; 4:00pm
VIRTUAL INTERVIEW	Week of February 21, 2022
AWARD CONTRACT (ANTICIPATED)	March 11, 2022, or after

ISSUING ORGANIZATION:

MISSION-DRIVEN BANK FUND

c/o Sullivan & Cromwell LLP
 Attention: Mission-Driven Bank Fund Proposals
 125 Broad Street
 New York, New York 10004

Address provided for purpose of salutations and address fields on submittal letters/materials; however, all inquiries and proposal submissions must be submitted via email to: MDBF@sullcrom.com.

ANCHOR INVESTOR DISCRETION

The Anchor Investors, at their sole discretion, may delay or cancel this RFP or may reject in whole or in part any or all proposals for any reason. The Fund Manager evaluation and selection process, including this RFP, is independent of any government agency process, is not subject to any government agency rules relating to solicitation, and is independent of the FDIC and its rules and regulations. Public contracting requirements do not apply to the Partnership or the RFP process. The process under this RFP is being conducted strictly for the benefit of the Anchor Investors in pursuing the creation of the Fund, and is not subject to any rights to appeal any determination or action by the Anchor Investors.

At the time of issuance of this RFP, the Anchor Investors do not know the number of Respondents. While the Anchor Investors reserve the right to reject proposals as noted above, the Anchor Investors may determine after this RFP process results in the selection of a Fund Manager, that the Fund's Mission and Purpose is furthered by providing Respondents with information about the rationale for determining that their proposal was not chosen.

MODIFICATION OF PROPOSALS

A Respondent may correct, modify or withdraw a proposal by written notice (via email to ***MDBF@sullcrom.com***) to the Anchor Investors prior to the time and date set forth in the deadline for proposals. The Anchor Investors reserve the right to waive informalities and other instances of noncompliance with the RFP requirements and/or allow the Respondent to correct them.

CONFIDENTIALITY

Any Respondent agrees to keep confidential all nonpublic information about the Fund, and agrees that persons or entities with which the Respondent participates in responding to this RFP will be bound by the same confidentiality obligations. Confidentiality also will be required in connection with the performance of the Respondent's services should it be awarded a contract for the services contemplated by this RFP. Each Respondent will be requested to submit a signed confidentiality agreement included as Attachment 2 of this RFP.

UNAUTHORIZED CONTACT

Any Respondent that substantively contacts or solicits any Anchor Investor with respect to this RFP or the Fund, except as provided herein (which is exclusively permitted through communication via email to ***MDBF@sullcrom.com***), may be barred from further consideration.

INCURRING COSTS

Each Respondent shall bear all of its costs incurred in connection with responding to this RFP. Neither the Fund nor the Anchor Investors will be liable for any costs incurred prior to the execution of a legally binding contract expressly providing for cost liability. Should any Respondent be invited to interview as part of the nominations process, the Respondent shall bear all expenses for the interview (including all travel expenses).

FUND MANAGER MINIMUM QUALIFICATIONS

- The Respondent has provided similar services as described in the scope of work in the RFP to other funds (for Respondents that are a partnership of organizations, each organization is not expected to have provided all of the similar services; however, the Respondent as a whole is expected to have that experience collectively).
- The Respondent is duly registered with the Securities and Exchange Commission (“SEC”) pursuant to the Investment Advisers Act of 1940, as amended; for Respondents that are a partnership of organizations, at least one organization is currently registered even if others are anticipated to register if selected.
- The Respondent currently has assets under management in excess of \$500 million (which may be collectively if Respondent is a partnership of organizations).
- The Respondent has a company policy and practice of equal employment opportunity, nondiscrimination and commitment to DEI.
- The Respondent carries, or will carry, errors and omissions insurance or a comparable instrument to cover the Fund Manager’s negligent acts or omissions in an amount sufficient to cover up to \$1 million with the capacity to increase coverage as the Fund increases in size and/or individual investments are larger than the \$3 to \$10 million anticipated (which may be collectively if the Respondent is a partnership of organizations); the Anchor Investors anticipate requesting proof of insurance prior to engaging Fund Manager with the expectation that any Respondent with less than \$1 million coverage (which, again, may be collective if the Respondent is a partnership of organizations) will obtain the coverage and proof.
- The Respondent has the capability to provide institutional-grade reporting and other engagement for corporate and other investors in a timely manner.
- The Respondent maintains sufficient procedures and redundancy capabilities to assure continued business continuity and resiliency.
- The Respondent maintains adequate policies and procedures regarding data protection and security.

FUND MANAGER ADDITIONAL CONSIDERATIONS

- The Respondent and its personnel either (1) have all authorizations, permits, licenses, and certifications, as may be required under Federal, State or local law to perform the services specified in the RFP at the time it submits a response to the RFP or (2) have the ability to obtain such authorizations, permits, licenses, and certifications in connection with the formation of the Fund (for Respondents that are a partnership of organizations, this consideration applies to the relevant constituent organizations and their personnel only).
- The Respondent’s demonstrated success investing in and growing banks or other financial institutions or other industries with transferable skills to the financial industry.

- The Respondent’s knowledge of banking policies and procedures, including best practices in credit extension and loan portfolio management.
- The Respondent’s demonstrated success working with US regulators to approve investments into banks, financial institutions or other instances requiring regulatory approval.
- The Respondent’s prior experience servicing mission-driven institutions.

EVALUATION CRITERIA

The following criteria will encompass the general framework by which prospective Respondents will be evaluated:

- Ability to Deliver on Fund’s Mission and Purpose (as set forth in more detail in Attachment 1 “Summary of Principal Terms”)
- Demonstrated Commitment to Diversity, Equity and Inclusion
- Organizational Background
- Personnel Background and Experience
- Investment Philosophy and Portfolio Construction Process
- Research and Risk Management Capabilities
- Compliance and Legal Structure
- Client Service and Operational Questions
- Performance Metrics
- Proposed Fee Structure
- Environmental, Social and Governance

Specific point values and weights have not been assigned to the above criteria or the specific questions in the following sections due to the innovative and evolving nature of the Fund and the Anchor Investors’ commitments to being educated by Respondents during this RFP process regarding different approaches to fund management, DEI and Mission-Driven Banks. As noted throughout this RFP, favorable consideration will be given to Respondents that consist of partnerships among organizations to advance minority and women-owned providers, to cover a full range of potential Mission-Driven Bank issues, and to assemble superior fund management technical capabilities.

RFP RESPONSE FORMAT

Respondents are encouraged to respond to each of the questions enumerated below in an editable Microsoft Word document (no length limit). Respondents may supplement their responses with a PowerPoint or other presentation that provides an overview of the Respondent and addresses the general topics and areas of focus below; however, Respondents will not receive lesser consideration at this stage if they elect not to provide a presentation. If Respondents are selected for interviews by the Nominations Committee, the Anchor Investors will request a presentation at that time.

Appendix A “Requested Documents” collects a list of the documents requested in connection with the questions enumerated below. For Respondents consisting of a partnership of organizations, please provide the documents for each organization or, if one or more of the organizations in the partnership do not have the requested document or it is not applicable, please indicate for which organization(s) in the Respondent partnership the requested document is being provided.

ORGANIZATIONAL BACKGROUND QUESTIONS

0. (For Respondents that are individual firms, skip to Question 1.) If the Respondent is a partnership of organizations, please indicate the Respondent’s proposed structure as Fund Manager, names and titles of leaders of key units and ownership/contracting arrangements. For subsequent questions in this section (starting with Question 1) referring to “Respondent,” please provide current information (or past experience if requested by the question) regarding each of the constituent organizations in the proposed partnership.
1. Please provide the Respondent’s ownership structure (if a Respondent organization is or is owned by a public company, the ownership structure shown may stop at the public company level). Please provide chart of Respondent ownership structure (see Appendix A).
 - a. Names and titles of people who possess ownership in the Respondent and percent owned
 - b. Have there been any recent changes to ownership structure? Does the Respondent anticipate any in the future?
2. Has the Respondent provided similar services as described in the scope of work in the RFP to other funds and is the Respondent duly registered with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, as amended and is the registration current?
3. Please describe relevant services the Respondent has performed in connection with mission-driven institutions, including process for measuring and reporting on impact.
4. Please describe relevant experience the Respondent has had investing in and growing private US domiciled financial institutions and/or private credit funds, including process for measuring and reporting on impact.

DIVERSITY, EQUITY AND INCLUSION QUESTIONS (internally at the Respondent; and externally at the Respondent's investments)

5. What is the demographic composition of the Respondent's ownership, Board of Directors, and Executive Team? How many director level and above positions are held by women and ethnic/racial minorities? What is the demographic composition of the Respondent's personnel overall? Please provide detailed breakdowns of demographic information, including at a minimum, gender identity and ethnicity/race (see also Appendix A). If the Respondent tracks other categories of demographic information for personnel, please provide that data as well. Do not provide personnel information at the level of Personally Identifiable Information.
6. Please specifically identify the demographic composition of the proposed portfolio managers for the Fund. Favorable consideration will be given to Respondents that identify or commit to a Direct Team that is diverse and that is inclusive by race and ethnicity, as well as by gender identity and sexual orientation.
7. Discuss the Respondent's commitment to DEI including historical and current programs and any new programs the Respondent would put in place to support the role as Fund Manager. Please also describe how the Respondent measures accountability and benchmarks progress against commitments and goals. Please provide biographies and job descriptions for the Respondent's personnel responsible for DEI matters internally at Respondent and externally at Respondent's investments (see also Appendix A).
8. Discuss the Respondent's initiatives to hire, retain, and promote female and ethnic/racial minority employees. What hiring and sourcing measures does the Respondent have in place to ensure a consistent pipeline of underrepresented candidates is available?
9. What steps has the Respondent taken to ensure pay equity for women and ethnic/racial minorities?
10. If any claims of sexual or general harassment, misconduct, or discrimination have been made against any Team Members (as defined in Question 46) while employed by the Respondent within the last 5 years, please provide details for each claim, including the charges, investigative process, and outcome, including disciplinary action. *Note: Individual names should not be provided and are not being solicited in the questionnaire.*
11. Please describe the development/implementation of and/or any significant changes to the Respondent's DEI policy, Code of Conduct, Supplier Diversity policy, Accessibility policy, and Family Leave policy over the last couple years. Please provide Diversity, Equity and Inclusion Policy (see also Appendix A). Please provide Family Leave Policy (including number of weeks paid/unpaid, percent of salary covered during paid weeks, and impact on bonus, carry or vesting) (see also Appendix A). Please provide Code of Ethics/Conduct, Supplier Diversity policy, Accessibility policy, Equal Opportunity policy, and Nondiscrimination policy (see also Appendix A).
12. How does Respondent's investment philosophy incorporate DEI principles? Has the Respondent instituted any mechanisms to ensure equity and inclusion in its investment decision-making process, including mitigating unconscious bias?

13. Does the Respondent provide training, assistance, and/or external resources to staff to help them understand and identify the relevance and importance of DEI factors in investment activities? If so, describe what level of training is provided. Please provide list of DEI training (see also Appendix A).
14. For investments made by the Respondent during the last five years, what is the average percentage of female board members per company? Average percentage of ethnic/racial minorities? Data should be as-of the earlier of the most recent quarter-end or the date the investment was exited; only include investments in which the Respondent held a majority interest (either directly or through “club deals”). (See also Appendix A)
15. If the Respondent is a partnership of organizations including a minority or woman-owned organization and one or more other organizations that are not minority or woman-owned, please describe how the minority or women-owned organization would participate in the partnership in the deployment of the Fund’s assets, and please describe how Fund Manager governance and economics will be shared between those participating organizations that comprise the Respondent.
16. If the Respondent is a partnership of organizations including a minority or women-owned organization and one or more other organizations that are not minority or women-owned, please describe the Respondent’s intended approach to ongoing internal education and capacity building among the constituent organizations (both provided to the minority or women-owned organization, and provided from the minority or women-owned organization to other organizations in the partnership).

ALIGNMENT WITH THE FUND’S MISSION AND PURPOSE

17. Describe the Respondent’s prior and current efforts to promote the mission and goals of MDIs and CDFIs, particularly with respect to increasing access, representation, and equity within the financial services industry; indicate how impact has been measured and reported for those efforts.
18. Summarize other efforts that the Respondent has led or participated in to promote economic and community development in economically-underserved or disadvantaged communities.
19. Discuss the rationale for the Respondent’s decision to participate in this RFP, as well as the factors that inform its desire to participate as Fund Manager.
20. Please provide a list of Respondent’s direct investments in insured depository institutions in the past (See also Appendix A). Discuss whether and how the Respondent’s investment rationale and evaluation of potential investment targets will change if it is selected to serve as Fund Manager.
21. Accomplishment of the Fund’s Mission and Purpose requires the collection of data and tracking of outcomes. How does Respondent anticipate evaluating and confirming that the outcomes of investments and other activities undertaken at/for Mission-Driven Banks accomplish that Mission and Purpose?

PERSONNEL QUESTIONS

22. Does the Respondent have a company policy of equal employment opportunity, nondiscrimination and commitment to DEI? Please provide Diversity, Equity and Inclusion Policy (see Appendix A).
23. Please describe the Respondent's organizational structure including number of investment professionals and their roles. Please provide chart of Respondent management/organizational structure (see also Appendix A).
24. Please provide biographies for the Respondent's Principals and any other key personnel involved in research and portfolio oversight (see also Appendix A).
25. To what extent are background checks involved in the Respondent's hiring and ongoing monitoring and compliance programs and how are objective references for prospective hires obtained?
26. Describe any known conditions (health, financial, litigation, personal, etc.) of any of the Respondent's Principals that might influence their ability to execute their duties to the Fund or Respondent. Discuss any mitigants to potential "key person" risk associated with the Respondent and its Principals.
27. Describe any significant staff departures over the last 5 years or that are known or reasonably anticipated within the next 12 months.
28. Does the Respondent and its personnel have all authorizations, permits, licenses, and certifications, as may be required under Federal, State or local law to perform the services specified in the RFP at the time it submits a response to the RFP?
29. Does the Respondent have a full-time employee dedicated to DEI? If so, please describe such employee's responsibilities.

INVESTMENT PHILOSOPHY AND PORTFOLIO CONSTRUCTION QUESTIONS

30. Please describe the Respondent's investment philosophy and the extent to which this philosophy is consistent with the Fund's Mission and Purpose. Discuss any potential changes to the Fund's Principal Terms that may, in Respondent's view, increase the positive impact of the Fund, consistent with its stated Mission and Purpose.
31. Please describe any other unique capabilities that the Respondent believes would aid in the evaluation of the Respondent and the services being considered in this RFP.
32. Outline the general structure by which the Respondent renders discretionary investment services.
33. Discuss the Respondent's ability and competitive advantage to provide the scope of work in the RFP and in particular discretionary investment service.

34. Discuss the Respondent's approach to working with existing or new management teams at portfolio companies. Describe (citing examples) the strategies that are used to incentivize portfolio company management teams.

RESEARCH AND RISK MANAGEMENT QUESTIONS

35. How does the Respondent monitor and manage risk within client portfolios? What risk parameters are reviewed in the Respondent's process?
36. What strategies will the Respondent use to evaluate and include MDIs and CDFIs in the Fund that may have been excluded from other public or private capital programs?
37. Is the Respondent's risk management staff separate from its investment and portfolio management staff? Please describe the organizational structure. Please provide Risk Management Policy (see also Appendix A).
38. Describe the internal accounting for previous funds managed by the Respondent. What accounting principles did the funds operate under? Has the Respondent established an internal audit function? If so, how often are internal control audits performed? Have any major control weaknesses been identified from the audits (or otherwise)? If so, what is the Respondent doing to resolve the identified weaknesses?
39. Describe any significant changes in the Respondent's Valuation Policy in the last five years. Please provide Valuation Policy (see also Appendix A).
40. Describe any deviations between the Respondent's Valuation Policy and the International Private Equity & Venture Capital Valuation ("IPEV") Valuation Guidelines.
41. Describe any role the Fund's Advisory Board would play in approving or reviewing valuations. Please provide sample Annual General or LP Advisory Board Meeting materials for discretionary mandates (see also Appendix A).
42. Describe the Respondent's standard reporting package for funds relative to the International Limited Partners Association ("ILPA") Reporting Best Practices (Reporting Template, Quarterly Reporting Standards, & Call/Dist. Template). Please provide sample of quarterly or other reporting to LPs on investment performance (see also Appendix A).

COMPLIANCE AND LEGAL QUESTIONS

43. Describe the Respondent's legal and compliance organizational structure. Please provide Compliance Manual (see also Appendix A).
44. Does the Respondent carry, or will it carry, errors and omissions insurance or a comparable instrument to cover the Respondent's negligent acts or omissions? What is the current or expected carrying amount? For Respondents that are a partnership of organizations, describe generally the expected approach to compliance and legal matters (including insurance coverage).

45. Describe the Respondent's policies and procedures regarding data protection and security. Detail cybersecurity and data security processes and procedures. Please provide Data Privacy and Cybersecurity policy(ies) (see also Appendix A).
46. Describe any past criminal or administrative proceedings or investigations against the Respondent, its affiliated entities and/or its current and former Respondent personnel, including investment professionals and senior non-investment professionals that left the Respondent in the last ten years ("Team Members"; note this term, which is used subsequently in this RFP, includes both current and former team members).
47. Describe any past investigations by an industry regulatory body of the Respondent, its affiliated entities and/or its Team Members in the last ten years.
48. Describe any pending or ongoing litigation/investigation against the Respondent, its affiliated entities and/or its Team Members.
49. Describe any accusation and/or conviction of fraud or misrepresentation against any of the Respondent's Team Members in the last ten years.
50. Briefly describe intellectual property (know-how, trade secrets, proprietary approaches, etc.) that the Respondent anticipates using if selected as Fund Manager (do not disclose protected/proprietary information itself). If the Respondent is a partnership of organizations, describe how the organizations that currently own intellectual property anticipate sharing or protecting that intellectual property with respect to other organizations in the partnership. If the Respondent develops intellectual property as a result of its work as Fund Manager; how will that intellectual property be shared or protected with the Partnership, Mission-Driven Banks, and/or (if the Respondent is a partnership of organizations) the organizations that constitute the Fund Manager?

CLIENT SERVICES AND OPERATIONAL QUESTIONS

Investment Process

51. Describe the Respondent's deal sourcing capabilities and the process used to identify attractive investment opportunities. How is the sourcing process staffed (including whether any third party resources are utilized), conducted and documented?
52. Describe the Respondent's screening and due diligence processes. How is each process staffed, conducted and documented? How long is the due diligence process? Will the deal team be in charge of the investment until exit, or will other professionals be assigned post-acquisition? Include details on any due diligence checklists, internal reports, financial models and investment committee documents prepared. Please provide completed due diligence report/investment recommendation for two recent investments (redacted as appropriate) (see also Appendix A).
53. Provide details on the Respondent's internal decision-making and approval process, including details on the role, composition and function of the Respondent's Investment Committee.

54. Provide examples of provisions that the Respondent incorporates in contracts to protect its investments (e.g., dilution protection, management reporting and board observation rights, financial reporting covenants relating to asset quality, earnings, and capitalization).
55. Discuss the Respondent's approach to the valuation of investment opportunities and pricing discipline.
56. Discuss the Respondent's portfolio investment monitoring policy, including details about contact events (weekly, quarterly, board meetings, etc.). What information is required to be reported by the portfolio investments? Discuss the Respondent's approach to board representation at its portfolio companies.
57. How many active portfolio companies is each investment professional responsible for? In addition to active investments, how many deals in the pipeline is each investment professional responsible for? How were these numbers determined and how have they evolved over the Respondent's history? What is the Respondent's process for handling bandwidth during periods of peak activity?
58. Describe the Respondent's criteria for evaluating follow-on investments. Include a description of the Fund's provisions for capital recycling and follow-on reserves.
59. Discuss the Respondent's strategy/criteria/plan for exiting investments. Include an analysis of past exits (IPO, trade sale, financial buyer, write-offs, etc.). Provide examples that illustrate the Respondent's decision-making for choosing the type of exits.
60. Describe the Respondent's processes for protecting against fraud and corruption in making and monitoring investments. If applicable, discuss any fraud and/or corruption that were detected in prior investments.
61. Describe the hedging policy that the Fund Manager anticipates will be employed by the Fund. Does the Fund Manager anticipate to employ an active, passive or no policy? Describe any other fund (active or liquidated) managed by the Respondent that uses/used a different policy and explain the rationale for the differences. Does the Respondent employ any advanced tools or methods to hedge against abnormal market/investment volatility?

Internal Governance/Conflicts of Interest

62. Describe the compensation structure (salary, bonus, group/individual performance incentives, profit sharing, equity ownership, carried interest, etc.) for all of the Direct Team (as defined above). Include details on the allocation of the carried interest among Principals and others inside/outside the organization. How does this compare with the previous fund's carry split? Provide details on any separate compensation arrangements outside the Fund. Please provide Conflicts of Interest Policy (see also Appendix A).
63. How is the carried interest vested for those parties that participate? What happens to the unvested carry of former Team Members?
64. Describe how the Fund Manager's contribution for investments is allocated among the team.

65. Describe how the Fund Manager's contribution for investments will be financed.
66. Describe how any Principal or affiliate of the Fund Manager will invest in the Fund (outside of the Fund Manager's commitment). Please provide Personal Trading Policy (see also Appendix A).
67. Describe any clawback situation that occurred in a prior fund.

Operational Matters

68. Provide an overview of the Respondent's back office capabilities and staffing as well as key aspects of the Respondent's internal control structure including segregation of duties.
69. What are the current services offered by the Respondent?
70. Does the Respondent currently have assets under management in excess of \$500 million? To what extent does the Respondent have capacity (or how will the Respondent plan to create capacity) to manage an additional \$1 billion Fund (may be collectively for a Respondent consisting of a partnership of organizations)?
71. Describe the Respondent's procedures and redundancy capabilities to assure continued business continuity and resiliency. Please provide Business Continuity Plan (see also Appendix A).
72. Detail the processes and procedures for capital movements (capital calls, transfers of cash, investment acquisitions and distributions). Please provide examples of capital call and distribution notices (see also Appendix A).
73. Describe the Respondent's material third-party arrangements relevant to the anticipated role of Fund Manager? How does the Respondent manage counterparty risk related to its material third-party arrangements?
74. What types of insurance coverage does the Respondent maintain (e.g., fidelity bond insurance, errors and omission insurance, directors and officers insurance, other)? Please provide a summary of any material claims made against these policies in the last five years (see also Appendix A).
75. List and describe any software that the Respondent uses for business functions like portfolio management, trade order management, administration and risk.
76. Does the Respondent anticipate subcontracting, partnering or otherwise adding other organizations (not presently included in the Respondent's organization or partnership of organizations) to have the capacity and capabilities needed to serve as Fund Manager? What are those additional areas of capacity or capabilities, and has the Respondent identified expected organizations to fill those roles?
77. In general with respect to Client Services and Operations, the Anchor Investors anticipate requesting client references and, to the extent such information is permitted to be shared under confidentiality agreements, lists of the 10 largest clients served by Respondents. This information

is not requested to be provided at the time of response to this RFP; however, the Anchor Investors will request client references in connection with the Nominations Committee presentations.

PERFORMANCE QUESTIONS

78. Describe any situation in which a portfolio company or property has filed for bankruptcy or failed to make payments under any secured or unsecured indebtedness during the Respondent's period of ownership.
79. Describe the metrics that the Respondent uses to determine quarterly/annual fund performance and which peers or indexes are used as benchmarks to evaluate strategy and outcomes.
80. Provide examples of Respondent improving performance at prior investments or portfolio companies through non-financial inputs (e.g., use of technology, training of personnel, introductions to providers/customers/others).

PROPOSED FEES QUESTIONS

81. What is the minimum LP account size that the Respondent is willing to accept as Fund Manager? Has the Respondent contemplated minimum and maximum investment size for the limited partners to the Fund?
82. What fee/carry structure does the Respondent propose for the scope of work described in the RFP, cognizant of the prioritized objectives and constraints associated with the Fund?
83. Is the Respondent willing to co-invest by making a significant equity investment in the Fund? A commitment funded in whole or in part via a management fee offset will be considered in appropriate circumstances.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE QUESTIONS (internally at the Respondent; and externally at the Respondent's investments – exclusive of DEI questions separately addressed)

84. Describe how (i) oversight responsibilities, and (ii) implementation responsibilities for ESG integration are structured within the Respondent. List the persons involved and describe their role (including roles on committees with ESG responsibilities), position within the organization, and how they are qualified for this role. Describe any external resources the Respondent may use. Please provide biographies and job descriptions for the Respondent's personnel responsible for ESG matters internally at Respondent and externally at Respondent's investments (see also Appendix A).
85. Does the Respondent provide training, assistance, and/or external resources to staff to help them understand and identify the relevance and importance of ESG factors in investment activities? If so, describe what level of training is provided.
86. Describe the Respondent's ESG-related policies, how ESG factors influence long-term strategy, and indicate whether the Respondent adheres to any national and/or international recognized

network or principles (e.g. UNPRI, UN Global Compact). Does the Respondent have a policy that describes its approach to identifying and managing ESG factors within the investment and portfolio management processes?

87. How does the Respondent identify and manage material ESG-related risk and use ESG factors to create value at investments?
88. Does the Respondent report on ESG to investors, regulators or the public? How does the Respondent monitor and report on positive social and/or environmental impact generated?
89. Is the Respondent (or one/more of the organizations if partnering) covered by the EU Sustainable Finance Disclosure Regulation imposing mandatory ESG disclosure obligations for asset managers and other financial markets participants? What are the Respondent's Principal Adverse Impacts ("PAI") and how do you address them?

Appendix A - Requested Documents

For all requested documents, please redact personally identifiable information (e.g., contact information in Business Continuity Plan) or other confidential information (e.g., the names and amounts of investments considered in sample due diligence report).

1. Annual General or LP Advisory Board Meeting materials for discretionary mandates (Question 41)
2. Examples of capital call and distribution notices (Question 72)
3. Business Continuity Plan (Question 71)
4. Valuation Policy (Question 39)
5. Risk Management Policy (Question 37)
6. Compliance Manual (Question 43)
7. Code of Ethics/Conduct (Question 11)
8. Diversity, Equity and Inclusion Policy (Questions 22 and 11)
9. Family Leave Policy (incl. number of weeks paid/unpaid, % of salary covered during paid weeks, and impact on bonus, carry, or vesting) (Question 11)
10. Conflicts of Interest Policy (Question 62)
11. Personal Trading Policy (Question 66)
12. Completed due diligence report/investment recommendation for two recent investments (Question 52)
13. Chart: Respondent ownership structure (Question 1)
14. Chart: Respondent management/organizational structure (Question 23)
15. Sample of quarterly or other reporting to LPs on investment performance (Question 42)
16. Data privacy and cybersecurity policy(ies) (Question 45)
17. Biographies for the Respondent's Principals and any other key personnel involved in research and portfolio oversight (Question 24)

18. Detailed breakdowns of Respondent demographic information, including at a minimum, gender identity and ethnicity/race (Question 5)
19. Supplier Diversity policy (Question 11)
20. Biographies and job descriptions for the Respondent's personnel responsible for ESG matters internally at Respondent and externally at Respondent's investments (Question 84)
21. Biographies and job descriptions for the Respondent's personnel responsible for DEI matters internally at Respondent and externally at Respondent's investments (Question 7)
22. Equal Opportunity policy, Nondiscrimination policy, Accessibility policy (Question 11)
23. Environmental, Social and Governance Policy (Question 86)
24. Summary of any material claims made against these policies in the last five years (Question 74)
25. List of software that the Respondent uses for business functions like portfolio management, trade order management, administration and risk (Question 75)
26. List of DEI focused training (Question 13)
27. List of ESG focused training (Question 85)
28. For investments made by the Respondent during the last five years, the average percentage of female and ethnic/racial minorities among board members per company (Question 14)
29. List of Respondent's direct investments in insured depository institutions in the past (Question 20)

ATTACHMENT 1

SUMMARY OF PRINCIPAL TERMS FOR MISSION-DRIVEN BANK FUND, LP

The following is a Summary of Principal Terms relating to Mission-Driven Bank Fund, LP, a Delaware limited partnership (the "Partnership"). This Summary of Principal Terms is by its nature incomplete and subject to the terms and conditions contained in the definitive limited partnership agreement of the Partnership (the "Partnership Agreement") and certain other related documents. In the event that the description of terms in this Summary of Principal Terms is inconsistent with or contrary to the terms contained in the Partnership Agreement or the related documents, the terms of the Partnership Agreement and the related documents will control. Capitalized terms used but not defined herein have the meanings ascribed to such terms on Exhibit A hereto.

Mission and Purpose: The Partnership will be a social impact investment fund formed to support Covered Entities (as defined below) and the communities they serve and encourage the creation of new Covered Entities by providing funding and other support. The Partnership will at all times conduct its activities in a manner to qualify as a "public welfare investment fund" under the regulations implementing Section 13 of the Bank Holding Company Act of 1956, as amended (the "Volcker Rule") (12 C.F.R. Part 248).

The principal purposes of the Partnership will be capital preservation and the production of long-term capital appreciation by (a) making, holding, managing, selling, exchanging, or otherwise dealing in investments in any MDI or CDFI, or any subsidiary thereof as defined in Section 3(w)(iv) of the Federal Deposit Insurance Act as amended (12 U.S.C. §1813(w)(4) ("Covered Entities"), (b) providing other financial or technical support, or training to Covered Entities, or (c) promoting and encouraging the creation of new Covered Entities; provided, however, that any investment described in clause (a) above and any other activity described in clause (b) or clause (c) above may be made in or provided to a Holding Company instead of a Covered Entity, but only if all of the proceeds or benefits of any such investment, support, or training are directed through the Holding Company solely to and for use by one or more Covered Entities. Each time a Covered Entity is referenced herein, such reference shall also include a Holding Company to the extent the context permits and as permitted by the preceding sentence.

Without limiting the foregoing, the Partnership may engage in any or all of the following activities:

- (i) make investments in equity or debt issued by Covered Entities;
- (ii) make deposits in Covered Entities;
- (iii) make loans to Covered Entities;
- (iv) provide grants to Covered Entities;
- (v) acquire participation or other ownership interests in assets of (including loans made by) Covered Entities;
- (vi) enter into or invest in joint ventures, structured financings, or loss sharing or other arrangements with Covered Entities;

- (vii) provide financial or technical support, or training to enhance the ability of Covered Entities to form consortiums to procure goods and services on more favorable terms than would otherwise be available; and
- (viii) provide financial or technical support, or training to Covered Entities to assist with developing lending or investment products, banking operations, underwriting or servicing loans (including loans in minority, low-or moderate-income, or rural communities), or managing equity investments.

Partnership Capital: The Partnership has a target size of \$500 million to \$1 billion of limited partner ("Limited Partner") capital commitments.

First Closing: It is expected that the first closing ("First Closing"; the date of the first closing, the "First Closing Date") of the Partnership will be held upon its receipt of at least \$[•] million in capital commitments and agreement to engage a specific Fund Manager (as defined below).

Target Investors: Target investors are expected to include for-profit corporations, private foundations, charitable organizations, financial institutions and other institutional investors.

Organization: The Partnership will be organized as a limited partnership under the laws of the State of Delaware.

Commitment Agreement: In advance of the First Closing, certain initial Limited Partners ("Anchor Investors") expect to enter into a commitment agreement with each other pursuant to which they will commit to invest certain amounts in the Partnership at the First Closing. The Anchor Investors will select and negotiate terms for the engagement of the Fund Manager.

General Partner: The general partner of the Partnership (the "General Partner") will be determined once the Anchor Investors have selected a Fund Manager (as defined below) to manage the Partnership. It is expected that the General Partner will be an affiliate of the Fund Manager.

Fund Manager: The management company of the Partnership (the "Fund Manager") will be selected at or about the time of the First Closing by a majority-in-interest of the parties then subscribed to become Limited Partners. It is expected that the Fund Manager will be paid an annual management fee (the "Management Fee") to be agreed upon by the Fund Manager and the Partnership for management services provided by the Fund Manager to the Partnership.

The Fund Manager will manage (i) investments by the Partnership (ii) Limited Partners' admission to the Partnership and transfers of limited partnership interests by Limited Partners, and (iii) all operations and reporting, including financial and outcome metrics. The Fund Manager may subcontract with third parties as needed to provide services needed by the Partnership, including, without limitation, accounting, reporting, and other similar services. The Fund Manager will conduct full underwriting and economic analysis of

investment proposals, and, at the election of the Fund Manager, refer such final proposals to the General Partner Investment Committee (as defined below), which will make any final investment decisions of investment proposals submitted by Covered Entities ("CE Proposals").

The Fund Manager will also be responsible for incorporating a comprehensive strategy meant to emphasize, promote and embody principles of diversity, equity and inclusion across all levels of the Partnership and the Covered Entities in which the Partnership invests.

Mission Advisory Committee: A mission advisory committee (the "Mission Advisory Committee") composed of community and business leaders or other individuals with a range of experience and expertise, including related to the mission-driven banking sector, banking generally, and investments, which may include one or two members representing FDIC-insured mission-driven banks or with experience in the MDI/CDFI community, will be selected by the Limited Partners to focus on ensuring that the Partnership's investments further the mission of the Partnership in accordance with the Partnership's investment guidelines. The Mission Advisory Committee will be independent from the Fund Manager and the General Partner, and will, at least annually, assess investment results for conformity with the mission objectives as part of its broader oversight role. For the avoidance of doubt, the Mission Advisory Committee will not provide investment advice to the Partnership.

General Partner Investment Committee: The General Partner will establish an investment committee (the "General Partner Investment Committee") initially to be composed of a group of individuals to be determined by the General Partner, and who are expected to be drawn from personnel of the Fund Manager. The General Partner Investment Committee will meet at least monthly to evaluate CE Proposals. It is expected that the vote of at least a majority of the members of the General Partner Investment Committee will be required to make investment decisions.

L.P. Advisory Committee: An advisory committee (the "L.P. Advisory Committee") composed of representatives of the Limited Partners will be selected by the General Partner. The L.P. Advisory Committee will (i) review and approve any potential conflict of interests involving the Partnership, the General Partner, the Fund Manager and their respective affiliates, (ii) approve such other matters as may be required by the terms of the Partnership Agreement, (iii) consult with the General Partner regarding valuation policies and procedures, and (iv) provide such other advice and counsel as may be requested by the General Partner in connection with any other matter otherwise submitted to the L.P. Advisory Committee by the General Partner.

General Partner Commitment: The General Partner and/or its affiliates is expected to be required to make a capital commitment to the Partnership. A commitment funded via a management fee offset will be considered in appropriate circumstances.

Except as otherwise consented to by a majority in interest of the Limited Partners, at least 75% of the economic interests in the General Partner will be held by persons who are or were involved in the investment activities and

affairs of the Partnership or otherwise associated with the General Partner or its Affiliates.

Limited Partner Commitments: Each Limited Partner of the Partnership (collectively, with the General Partner, the "Partners") will commit to contribute to the Partnership no less than \$[•] million (which minimum may be waived by the General Partner in its sole discretion at any time and from time to time with respect to any Limited Partner).

Each Limited Partner will be required to fund capital contributions, up to the amount of its capital commitment, pursuant to one or more capital calls to fund Partnership investments and to pay expenses and other liabilities of the Partnership (including Management Fees). Capital calls will be made no less than 10 business days prior to the proposed funding date. A capital contribution of up to twenty percent (20%) of a Limited Partner's capital commitment may be required by the General Partner upon such Limited Partner's admission to the Partnership.

A Limited Partner will not be required to make capital contributions that exceed its capital commitment except as described in "Permitted Reinvestments" and "Liability of the Partners."

Additional Limited Partners: The General Partner will be permitted to admit additional Limited Partners or allow existing Limited Partners to increase their commitments ("Additional Limited Partners") at any time prior to the date that is twelve months after the First Closing (the "Final Closing Date"); *provided, that* such period may be extended by up to six months by the General Partner with the consent of the L.P. Advisory Committee. Each Limited Partner admitted to the Partnership after the First Closing will be required to contribute its proportionate share of all prior capital contributions (other than in respect of Management Fees) plus interest at a rate of 6% per annum calculated from the respective funding dates of such prior contribution amounts.

Notwithstanding the foregoing, if a material change in the value of the assets of the Partnership occurs, the General Partner may, with the consent of the L.P. Advisory Committee, make adjustments to the amount to be contributed to reflect such changes.

In general, the amounts so contributed will be distributed to those Limited Partners who participated in prior closings in proportion to their contributed capital. Any amount distributed to a Limited Partner, to the extent it represents a return of contributed capital, will correspondingly increase the amount of its unfunded capital commitment and will be subject to subsequent drawdown pursuant to capital calls.

Each Additional Limited Partner will also be required to contribute to the Partnership its share of the cumulative amount of the Management Fee that it would have contributed had it been a Limited Partner on the First Closing Date (for payment over to the Fund Manager), and pay to the Partnership, for the account of the Fund Manager, unless waived by the General Partner, interest thereon at a rate of 6% per annum calculated from the First Closing

Date, and any other applicable Management Fee payment dates, to the closing date in question.

Partnership Term: The Partnership term will be [ten] years from the [Final Closing Date] unless extended by the General Partner with the consent of either the L.P. Advisory Committee or a majority-in-interest of the Limited Partners, for up to two additional one-year periods to allow for the orderly liquidation of the Partnership's investments.

Investment Period: The General Partner will generally not be permitted to make any capital calls for the purpose of making investments after the termination of the period commencing on the First Closing Date and ending on the date that is five years from the First Closing Date (the "Investment Period"), other than to complete investments as to which an indication of interest, letter of intent, or equivalent was delivered by or on behalf of the Partnership or investments that were in process, in each case as of the end of the Investment Period, to pay the Management Fees, and to make follow-on investments (arising after the Investment Period).

Investment Limitations: The Partnership will only make investments if they are consistent with the Partnership's purpose.

Without the consent of the L.P. Advisory Committee or the approval of a majority-in-interest of the Limited Partners, the Partnership will not invest in a "blind pool" investment vehicle, invest in uncovered options or derivatives other than in certain limited circumstances, invest in a Covered Entity whose principal business is developing or holding real estate, or invest in securities which are traded on a securities exchange.

Without the consent of at least 80% in interest of the Limited Partners, the Partnership will not acquire Control of a Covered Entity.

The Partnership will not invest more than 20% of the Partnership's aggregate capital commitments in securities or obligations of any single Covered Entity or group of affiliated Covered Entities, excluding Bridge Financings (as defined below), or 25% of its committed capital when combined with Bridge Financings of such Covered Entity or group of Covered Entities.

Prior to the Final Closing Date, for purposes of determining whether the thresholds set forth above have been met or exceeded, the aggregate Capital Commitments of all Partners will be deemed to be the greater of (a) \$[500] million and (b) the aggregate capital commitments of all Partners. For the avoidance of doubt, any investment made prior to the Final Closing Date will be deemed to comply with the investment limitations described above so long as such investment was made in accordance with the immediately preceding sentence, without regard to the aggregate capital commitments of all Partners at or after the Final Closing Date.

Bridge Financings: The Partnership may provide certain temporary financings to any Covered Entity ("Bridge Financings"). Any Bridge Financing repaid within 12 months will be restored to unpaid capital commitments. Any Bridge Financing that is not repaid within 12 months will no longer constitute a Bridge Financing and

will instead constitute a Partnership investment. Bridge Financings may not be incurred if, after giving pro forma effect to such incurrence, the aggregate principal amount of Bridge Financings outstanding are in excess of 20% of the Partnership's aggregate committed capital.

Distributions: Distributions from the Partnership may be made at any time as determined by the General Partner. The General Partner will be entitled to withhold from any distribution amounts that may otherwise be retained for reinvestment in the manner described in "Permitted Reinvestments" below or for purposes of establishing appropriate reserves for reasonably anticipated liabilities, obligations and other expenses of the Partnership.

In general, (i) net current income from investments (excluding Bridge Financings) will be distributed on a quarterly basis and (ii) net cash proceeds from the sale or other disposition of Partnership investments (excluding Bridge Financings) will be distributed as soon as practicable after receipt by the Partnership (such net income and proceeds from investments, being herein referred to collectively as "Investment Proceeds"). All distributions of Investment Proceeds will be allocated between the Limited Partners and the General Partner in a manner to be negotiated by the Partnership and the General Partner once a Fund Manager has been engaged by the Partnership, but it is expected that the General Partner will be entitled to distributions of incentive allocation pursuant to a "whole fund" waterfall and that the Limited Partners will be entitled to a preferred return before any incentive allocation is paid to the General Partner. It is also expected that any incentive allocation paid to the General Partner will be subject to clawback by the Partnership under certain circumstances, which will be guaranteed on a several, after-tax basis by recipients of the incentive allocation.

Income from cash equivalent investments will be distributed to the Partners in proportion to their respective interests in the Partnership assets producing such proceeds, as determined by the General Partner. Proceeds from Bridge Financings will be distributed in accordance with contributions to such Bridge Financings. In each case, such distributions will be made at least on an annual basis as determined by the General Partner.

The Partnership will not distribute securities in kind unless they are marketable securities or such distribution is approved by the L.P. Advisory Committee or such distribution is in connection with the liquidation of the Partnership. If the receipt of such securities by a Limited Partner would violate law or if a Limited Partner has indicated to the General Partner that it does not wish to receive distributions in kind, the General Partner will either (x) hold such securities as nominee for such Limited Partner until the General Partner disposes of such securities for the account of such Limited Partner or (y) make such other arrangements for the disposition of such securities as agreed by the General Partner and such Limited Partner.

Tax Distributions: The General Partner will make distributions, as advances against regular distributions, to the Partners to the extent of available cash in amounts necessary to satisfy their tax liability (or the tax liability of the members of the

General Partner) with respect to their respective shares of the Partnership's taxable net income.

Allocations of Profits Losses: Profits and losses of the Partnership will be allocated among Partners in a manner consistent with the foregoing distribution provisions and the requirements of the Internal Revenue Code of 1986, as amended (the "Code").

Alternative Investment Structure: If the General Partner determines in its reasonable discretion that for legal, tax, regulatory or other reasons some or all of the Partners should participate in a proposed Covered Entity investment through an alternative investment structure (rather than directly through the Partnership), the General Partner may use an alternative investment structure, which will invest alongside or in lieu of the Partnership. Any alternative investment structure will provide for the limited liability of the participating Limited Partners and will replicate the economics of the Partnership on a pre-tax basis (except for differences required for tax or liquidation reasons). Any capital contributions to an alternative investment structure will reduce the obligation of the participating Partners to make capital contributions to the Partnership.

Parallel Investment Vehicle: One or more parallel vehicles may be established to accommodate the tax, legal, regulatory or other requirements of specific investors, which parallel vehicles may include a partnership designed to make investments that qualify as program-related investments, as defined in Section 4944(c) of the Code, and the regulations promulgated thereunder, to accommodate investments by private foundations. Any such parallel vehicle generally will invest on a side-by-side basis with the Partnership in all Covered Entity investments. The term "Partnership" as used herein includes any such parallel vehicles as the context requires.

Direct Investment Opportunities: Certain Limited Partners of the Partnership may participate individually in investments that are also held by the Partnership, which may include, without limitation, participation as lenders, placement agents, underwriters and purchasers of debt, equity and equity-related securities of Covered Entities. Any participation by a Limited Partner in an investment other than through the Partnership (including any parallel vehicle described above) (i) will be entirely the investment decision and responsibility of such Limited Partner, and neither the General Partner, the Fund Manager nor any of their affiliates will assume any risk, responsibility or expense, or be deemed to have provided any advice or recommendation, in connection therewith, and (ii) will not entitle such Limited Partner to participate in the management or control of such investment unless separately negotiated with such Covered Entities. The General Partner may, but is not obligated to, offer any such participation opportunities to any Limited Partner of the Partnership.

Restrictions on Competing Funds: Other than any alternative investment structure or parallel vehicle (as described above), the General Partner, the Fund Manager and their respective affiliates will not call capital for an investment on behalf of another pooled investment vehicle with an overall investment program substantially similar to that of the Partnership until the earlier of (i) 75% of the capital commitments have been invested, committed to be invested, or called or

reserved by the General Partner to pay fees and expenses, (ii) the expiry of the Investment Period, or (iii) the termination of the Partnership.

Permitted Reinvestments: During the Investment Period, certain Permitted Reinvestment Amounts will be included as part of a Partner's unfunded capital commitment to the Partnership.

"Permitted Reinvestment Amounts" will include: (i) capital contributions by such Partner contributed by such Partner to make an investment but which investment is the subject of a disposition during the Investment Period; (ii) the amount of any capital contribution made by such Partner which is returned to such Partner in lieu of its application by the Partnership; (iii) any Bridge Financings repaid within 12 months of the date of such financing; (iv) the amount distributed to a Partner with respect to a prior capital contribution by such Partner as a result of increased capital commitments to the Partnership prior to the Final Closing Date (excluding any interest component thereof); (v) the amount distributed to a Partner as a result of the default on payment of another Partner; and (vi) any amount refunded to the Partner as a result of an adjustment to the Partners' prior capital contributions in connection with an election by another Partner not to participate in an investment due to legal or regulatory constraints or as otherwise permitted by the Partnership Agreement.

Management Fees: It is expected that the Partnership will pay to the Fund Manager periodic Management Fees quarterly in advance. Management Fees may be paid out of monies otherwise available for distribution or from capital contributions. The payments by Additional Limited Partners with respect to the Management Fee and interest thereon upon admittance to the Partnership will be paid to the Fund Manager.

Management Fees will be reduced (i) by 100% of certain other fees received by the General Partner or its affiliates as provided in "Other Fees" below, (ii) as provided in "Placement Fees" below and (iii) to effectuate the participation of the General Partner and its affiliates in the Partnership's investment program as described in "General Partner's Commitment" above.

Other Fees: The General Partner or its affiliates may from time to time receive monitoring fees, directors' fees and transaction fees from Covered Entities or proposed Covered Entities. All such fees will be first applied to reimburse the Partnership for all expenses incurred in connection with Broken Deal Expenses (as defined below) and 100% of any excess will reduce the Management Fees payable to the Fund Manager by the Partnership.

Management Expenses: The Fund Manager and its affiliates will be required to pay for all expenses associated with conducting the activities required under its management agreement with the Partnership, including all costs and expenses incurred by the Fund Manager in providing for its normal operating overhead, including compensation of its employees and the cost of providing relevant support and general services (e.g., travel and entertainment, office rental, secretarial, clerical and bookkeeping expenses), but not including any Partnership Expenses described below.

The Partnership will be responsible for all Organizational Expenses, Operational Expenses, including Broken Deal Expenses, and expenses associated with the L.P. Advisory Committee, the Mission Advisory Committee, the General Partner Investment Committee, and other committees and councils formed in connection with the Partnership (collectively, the “Partnership Expenses”).

“Organizational Expenses” means expenses in an amount equal to third-party and out-of-pocket expenses, including attorneys’ fees, auditors’ fees, consulting and structuring fees, and any placement, syndication or other similar expenses (but excluding fees payable to any placement agent or broker as provided in “Placement Fees” below), incurred by the Partnership, the General Partner, the Fund Manager or any of their affiliates or agents in connection with the organization and establishment of the Partnership (including the First Closing and subsequent closings of the Partnership) and the placement of Limited Partner interests therein. The Organizational Expenses of the Partnership will not exceed in the aggregate \$[2,500,000]. Organizational Expenses in excess the cap will reduce the Management Fee dollar-for-dollar.

“Operational Expenses” means, with respect to the Partnership, to the extent not reimbursed by the Covered Entity related to a prospective or actual Partnership investment, if any, all expenses relating to the operation of the Partnership, including Management Fees, expenses incurred in connection with the investigation, acquisition, monitoring or disposition of any investment by the Partnership, any taxes imposed on the Partnership, commitment fees payable in connection with credit facilities provided to the Partnership for the benefit of the Covered Entities in which the Partnership has invested, reasonable out-of-pocket fees and expenses for attorneys and accountants and expenses of any third-party or limited partner advisory committees of the Partnership, insurance, the costs and expenses of any litigation involving the Partnership and the amount of any judgments or settlements paid in connection therewith.

“Broken Deal Expenses” means, with respect to each investment or proposed investment, to the extent not reimbursed by the Covered Entity related to a prospective or actual Partnership investment, all reasonable out-of-pocket expenses incurred in connection with a proposed investment that is not ultimately made or a proposed disposition of an investment which is not actually consummated, including (i) financing and commitment fees and transaction and similar fees that become payable in connection with a proposed investment that is not ultimately made, (ii) legal, consulting and accounting fees and expenses, (iii) printing expenses and (iv) expenses incurred in connection with the completion of due diligence concerning such prospective Partnership investment.

Placement Fees: The Partnership may pay the fees of any placement agent or broker in connection with the offering and placement of Partnership interests, which payments will reduce the Management Fee.

Conflicts of Interest: None of the General Partner, the Fund Manager, nor any of their affiliates will engage in any transaction with the Partnership or any Covered Entity

unless the terms are approved by the L.P. Advisory Committee or a majority-in-interest of the Limited Partners.

Indemnification: In general, the General Partner, the Fund Manager, or any member of any advisory council or committee created in respect of the Partnership, or any member, partner, officer, employee or affiliate of any of the foregoing, will not be liable to the Partnership or to any Partner, and such person will be entitled to indemnification by the Partnership, for any costs or expenses incurred in connection with any action, suit or proceeding as a result of such person's actions on behalf of the Partnership or otherwise arising out of or in connection with the Partnership and its portfolio investments, unless such relevant conduct constituted (i) gross negligence, willful misconduct, willful breach of the Partnership Agreement, fraud, bad faith, material breach of the Partnership Agreement (which breach has not been cured within 30 days after written notice to the General Partner), or breach of a fiduciary duty of any such person.

The Partnership will pay the expenses incurred by any such indemnified person in defending a civil or criminal action in advance of the final disposition of such action, provided such person undertakes to repay such expenses if it, he or she is adjudicated not to be entitled to indemnification.

Liability of the Partners: Except as required by law, Limited Partners will not be liable for any debts or bound by any obligations of the Partnership, except for the requirement that the Limited Partners make their agreed-upon capital contributions and also for an obligation to re-contribute certain amounts distributed to them by the Partnership, not to exceed the lesser of 25% of the distributions received by such Limited Partner from the Partnership and 25% of such Limited Partner's capital commitment, to satisfy indemnification obligations of the Partnership. Notwithstanding the foregoing, Limited Partners will not be obligated to re-contribute any distribution after the second anniversary of the date of such distribution, unless the General Partner has notified the Limited Partners at the end of such two-year period of any pending or outstanding proceedings or claims which could reasonably be expected to require the Limited Partners to re-contribute such amounts.

Failure to Make Capital Contributions: The Partnership Agreement will provide that a Limited Partner who defaults in respect of its unfunded capital commitment may be subject to certain contractual remedies, including forfeiture of his, her or its entire interest in the Partnership.

Opt-Out: Limited Partners will be required and/or permitted to opt out of particular investments if it would constitute a breach of applicable law for such Limited Partner to participate in such investments, or if the Partnership Agreement otherwise requires or permits such opt-out. In any such event, the other Limited Partners may be obligated, subject to certain limitations, to make additional capital contributions pro rata, based on their unfunded capital commitments, to cover the shortfall caused by each such opting out Limited Partner.

**Withdrawal,
Exclusion and
Assignment:**

Partners will not be permitted to withdraw from the Partnership; provided, that private foundation Partners shall have withdrawal rights necessary to meet their obligations with respect to Sections 4944 and 4945 of the Code, and Limited Partners subject to the Bank Holding Company Act of 1956 ("BHC Act"), as amended, shall have partial or complete withdrawal rights necessary to comply with the BHC Act and in certain other circumstances.

The General Partner may preclude or limit participation by any Limited Partner in an investment if, among other things, the General Partner determines that the participation of such Limited Partner would have a material adverse effect on the Partnership or a Partnership investment (including the related Covered Entity).

Partnership interests are subject to restrictions on transfer, including the consent of the General Partner, which will not be unreasonably withheld.

**Removal of General
Partner:**

The General Partner may be removed (i) at any time with the consent of at least 66.6% in interest of the Limited Partners and (ii) for "Cause" with the consent of a majority-in-interest of the Limited Partners. The definition of "Cause" will be negotiated between the Partnership and the General Partner upon the engagement by the Partnership of a Fund Manager, but is expected to include a finding by a court of competent jurisdiction that the General Partner, the Fund Manager or any of its employees has committed (or enters a plea of nolo contendere to having committed) (a) fraud, embezzlement or any other act involving a material improper personal benefit against the Partnership or its assets, (b) willful misconduct or gross negligence in respect of such person's duties relating to the management of the Partnership, (c) a material breach of the Agreement (which breach has not been cured within 30 days after written notice to the General Partner) or (d) a violation of U.S. federal or state securities laws.

Key Person Provision:

The terms upon which the Investment Period may be suspended or terminated based upon the failure of the Fund Manager or certain Key Persons to satisfy certain conditions, including devoting the requisite time and attention to the affairs of the Partnership, will be negotiated upon the engagement by the Partnership of a Fund Manager.

Dissolution:

The Partnership will be dissolved upon the happening of any of the following events:

- (i) the tenth anniversary of the Final Closing Date (subject to up to two additional one-year extensions as determined by the General Partner with the consent of the L.P. Advisory Committee or a majority-in-interest of the Limited Partners to allow for the orderly liquidation of the Partnership's investments);
- (ii) the vote of at least 75% in interest of the Limited Partners;
- (iii) the withdrawal or assignment of the General Partner's entire interest in the Partnership (other than in connection with a permitted assignment and substitution), or the removal, bankruptcy, or dissolution and commencement of winding up, of the General Partner (each, an "Event");

of Withdrawal”), unless within 90 days after such Event of Withdrawal, a majority in interest of the Limited Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such Event of Withdrawal, of one or more additional General Partners; or

- (iv) following the termination of the Investment Period, the later of (A) the date of the disposition of all of the Partnership's investments or (B) the date of the disposition of all of the investments made by alternative investment structures.

Tax Considerations: Each prospective investor is urged to consult his, her, or its own tax advisor as to the tax consequences of an investment in the Partnership.

ERISA: Investment in the Partnership is generally open to institutions, including pensions and other Partnerships subject to ERISA. The Partnership may require certain representations or assurances from investors subject to ERISA in order to determine compliance with ERISA provisions.

The General Partner will determine in its sole discretion to use its commercially reasonable efforts to either (x) conduct the affairs of the Partnership such that the Partnership qualifies as a “venture capital operating company” (within the meaning of the Department of Labor Regulations at 29 C.F.R. § 2510.3-101, and to the extent required to be amended by Section 3(42) of ERISA (the “Plan Asset Regulations”)) or (y) restrict holdings by “benefit plan investors” (within the meaning of Section 3(42) of ERISA) to less than 25% of the total value of each class of equity interests in the Partnership, in either case so that the assets of the Partnership will not be considered “plan assets” under ERISA.

Each prospective investor subject to ERISA is urged to consult its own advisors as to the provisions of ERISA applicable to an investment in the Partnership.

Amendments: In general, the consent of the General Partner and a majority in interest of the Limited Partners will be required for amendments to the Partnership Agreement; provided, however, that an amendment to the purpose of the Partnership will require the consent of 90% in interest of the Limited Partners. Certain amendments, including provisions that address the regulatory status of Limited Partners, will require the consent of any Limited Partner that is adversely affected.

Financial and Other Reporting: Audited financial statements with respect to each fiscal year, and unaudited quarterly reports, will be provided to the Partners. The quarterly reports will include a summary of investments made by the Partnership during such quarterly period, the then-current valuation thereof, and a statement of the Partners' consolidated capital accounts.

The annual financial statements will be accompanied by an analysis prepared by or on behalf of the General Partner for the benefit of the Limited Partners, the Advisory Council and certain other parties as determined by the General Partner describing the social impact of the Partnership's

investments, including reports on the Partnership's operations, including metrics on investment performance and impact to communities served by Covered Entities that have received fund support and on the Partnership's performance against annual objectives set by the General Partner. This analysis must also include a description of the use of funds, compliance with the terms of the investment, and *[risk metrics]*. This analysis must further include compliance with any regulatory requirements, including qualification as a "public welfare investment fund" under the Volcker Rule, and the progress made toward achieving the purposes of the Partnership.

[Investment committee reports – selected GP to discuss what is required.]

Subject to timely receipt of the underlying financial information, commencing with the period ending December 31, 2021, audited financials will be mailed within 90 days after the end of the fiscal year, and unaudited financials will be mailed within 45 days after the end of each fiscal quarter.

Limited Partner Meetings: The Partnership will hold an annual meeting of Limited Partners to review and discuss the Partnership's investment activities each year, commencing with the first year in which the Partnership is in operation for a full fiscal year and running through the end of the Investment Period and thereafter until the cost basis of all investments held by the Partnership no longer exceeds 15% of the aggregate capital commitments.

Accreditation Requirements: Limited Partners generally must qualify as "accredited investors" under the Securities Act of 1933, as amended, "qualified purchasers" under the Investment Company Act of 1940, as amended, and "qualified clients" under the Investment Advisers Act of 1940. The General Partner may, in its sole discretion, apply different or additional standards for admission to the Partnership.

FDIC: While the Partnership has been formed based on the efforts and initiative undertaken by the FDIC, the FDIC will not contribute capital to or otherwise fund or financially support the Partnership nor will the FDIC be involved in the Partnership's investment decisions or decision-making process, including providing input on CE Proposals. The FDIC will be entitled to receive copies of Partnership-related reports provided to Limited Partners, and will have the right to share such reports with its MDI subcommittee. It may also be entitled to designate an observer to the Mission Advisory Committee.

Legal Counsel: Sullivan and Cromwell LLP has been engaged to represent the Partnership.

Exhibit A

DEFINITIONS

“CDFI” means an FDIC-Insured Depository Institution that is a certified “community development financial institution” designated as such under the Community Development Banking and Financial Institutions Act of 1994, as amended (12 U.S.C. §§4701 et seq.).

“Control” has the meaning set forth in the BHC Act and implementing regulations thereunder (12 C.F.R. § 225.2(e)).

“FDIC” means the Federal Deposit Insurance Corporation.

“FDIC-Insured Depository Institution” means an “insured depository institution” as defined in Section 3(c)(2) of the Federal Deposit Insurance Act, as amended (12 U.S.C. §1813(c)(2)).

“Holding Company” means a “bank holding company” as defined in Section 2 of the Bank Holding Company Act of 1956, as amended (12 U.S.C. §1841(a)) or a “savings and loan holding company” as defined in the Home Owners’ Loan Act of 1933, as amended (12 U.S.C. §1467a (a)(1)(D)), in each case of one or more MDIs or CDFIs.

“MDI” means an FDIC-Insured Depository Institution that is defined as a “minority depository institution” for purposes of the FDIC’s Policy Statement Regarding Minority Depository Institution.

ATTACHMENT 2

FORM OF CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”), dated as of [DATE], is by and between [Mission Driven Bank Fund, LP], a to be formed Delaware limited partnership (the “**Disclosing Party**”) and [Name of Receiving Party], a [corporation/limited liability company] (the “**Receiving Party**”, and with the Disclosing Party, each a “**Party**” and together, the “**Parties**”).

WHEREAS, in order to facilitate the Receiving Party’s evaluation, negotiation and implementation of a possible appointment by the Disclosing Party as the fund manager of the Disclosing Party (a “**Potential Appointment**”), the Disclosing Party may provide the Receiving Party with access to Confidential Information (as defined in this Agreement).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following meanings unless otherwise specified in this Agreement:

“**Affiliate**” of any specified Party means any person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Party. The term “control” (including, without limitation, the terms “controlling,” “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“**Confidential Information**” means (a) all information (in any form) relating to the Disclosing Party or its Affiliates, that the Disclosing Party or its Representatives (as defined below) made available to the Receiving Party or its Representatives before or after the date of this Agreement, together with any written or electronic materials prepared by or on behalf of the Receiving Party or its Representatives containing or based in whole or in part upon or generated from such information and (b) all information about a Potential Appointment, including, without limitation: (i) the fact that discussions are taking place with respect to a Potential Appointment, including the status thereof; (ii) any of the proposed or agreed terms, conditions or other facts with respect to a Potential Appointment or of either Party’s consideration of a Potential Appointment; (iii) the existence or terms of this Agreement; and (iv) the fact that Confidential Information has been made available to the Receiving Party. Confidential Information does not include information that: (x) at the time of disclosure to the Receiving Party or its Representatives is or thereafter becomes generally available to the public other than as a result of a breach of the terms of this Agreement by the Receiving Party or its Representatives; (y) is or has previously been disclosed to the Receiving Party or its Representatives on a non-confidential basis by a third party, provided that such third party did not breach an obligation of confidentiality to the Disclosing Party that was known or should have been known by the Receiving Party; or (z) was independently developed by the Receiving Party or its Representatives without violating any of its obligations under this Agreement.

“**Law**” means any law, regulation, rule, order or other similar requirement of any court or governmental, regulatory or supervisory agency, or national securities exchange.

“**person**” includes any corporation, partnership, limited liability company, joint venture, other entity or individual.

“**Representative**” of any specified Party means such Party’s Affiliates, and its and their respective directors, officers, managers, members, partners, employees, agents, general partners, investment advisers, managing members and professional advisors (including, without limitation, legal counsel, accountants, consultants and financial advisors).

2. **Use of Confidential Information.** The Receiving Party will, and will cause its Representatives to, use the Confidential Information only to evaluate, negotiate and implement a Potential Appointment.

3. **Disclosure of Confidential Information.** Except as expressly provided in Section Error! Reference source not found., the Receiving Party will not, and will cause its Representatives not to, disclose any Confidential Information or any copies thereof to any person other than to the Representatives of the Receiving Party who need to know the Confidential Information for the purpose of evaluating, negotiating or implementing a Potential Appointment. The Receiving Party will also cause each of its Representatives to comply with the terms of this Agreement that are applicable to its Representatives as though each such Representative were a party to this Agreement. The Receiving Party acknowledges and agrees that it will be responsible for any failure by any of its Representatives to handle Confidential Information in accordance with the provisions of this Agreement.

4. **Disclosure Pursuant to Legal Requirement.** The Receiving Party or its Representatives may disclose Confidential Information in order to comply with applicable Law to the extent the Receiving Party or its Representatives (as applicable) is advised by its legal counsel that it is required to make such disclosure in order to comply with a Law, provided that the requirement to make the disclosure does not arise from the Receiving Party’s or any of its Representatives’ breach of this Agreement. To the extent practical and legally permissible, the Receiving Party shall, and shall cause its Representatives to, notify the Disclosing Party of its intention to make such disclosure and provide a list of the Confidential Information that the Receiving Party or its Representatives (as applicable) intends to disclose prior to making such disclosure. The Receiving Party agrees to cooperate, and to cause its Representatives to cooperate, with the Disclosing Party so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy. In the event that such a protective order or other remedy is not obtained, the Receiving Party or its Representatives (as applicable) (a) will furnish only that portion of the Confidential Information that, on the advice of its legal counsel, is required by applicable Law to be disclosed and (b) will use its reasonable best efforts to obtain reasonable assurance that confidential treatment will be accorded to such information.

5. **Requests for Information.** It is understood that all requests by the Receiving Party for information, facility tours or management meetings and discussions or questions regarding procedures for such requests will be submitted or directed to Sullivan & Cromwell LLP, counsel for the Disclosing Party, via email at MDBF@sullcrom.com. The Receiving Party hereby agrees that, without the prior written consent of the Disclosing Party, it will not (and it will cause its Representatives not to) initiate or maintain contact (except for those contacts made in the ordinary course of business and wholly unrelated to a Potential Appointment) with any supplier, distributor, broker, customer, officer, director, employee or agent of the Disclosing Party regarding a Potential Appointment.

6. **Return or Destruction of Confidential Information.** Promptly upon receipt of a written request from the Disclosing Party, the Receiving Party will (and will cause each of its Representatives to), at its election, destroy or return to the Disclosing Party all Confidential Information (including, without limitation, all copies, extracts and other reproductions) and confirm in writing to the Disclosing Party that such Confidential Information has been returned or destroyed. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain Confidential Information to the extent (a) required by Law or *bona fide* internal compliance or document retention policies or (b) it is electronically stored pursuant to automatic back-up storage or archival procedures or systems, is not readily available to an end user and cannot be expunged without considerable effort. Notwithstanding the return, destruction or retention of Confidential Information in accordance with this Section 6, any retained Confidential Information will continue to be kept confidential and subject to the terms of this Agreement.

7. **No Binding Agreement.** Unless and until there is a written definitive agreement between the Parties with respect to a Potential Appointment, neither Party nor any of its Representatives will be deemed to have made any commitment or otherwise incurred any obligation, or will have any commitment or obligation, to consider or conclude any Potential Appointment.

8. **No Representations.** Neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, on which the Receiving Party or any of its Representatives may rely as to the accuracy or completeness of the Confidential Information and only those representations and warranties made by the Disclosing Party in a subsequent written definitive agreement with the Receiving Party with respect to a Potential Appointment, if any, will have any legal effect. Neither the Disclosing Party nor any of its Representatives will have any liability to the Receiving Party, any of its Representatives or any other third parties relating to or resulting from use of the Confidential Information. Nothing herein will constitute a waiver of any claim for fraud or fraudulent misrepresentation.

9. **Remedies.** Each Party agrees that money damages would not be a sufficient remedy for any breach of the terms of this Agreement by the other Party, and that, in addition to all other remedies it may be entitled to, each Party will be entitled to seek specific performance, injunctive and other equitable relief as a remedy for any such breach (in each case, without the requirement of posting a bond or other security or proving damages). Each Party agrees that it will not, and will cause its Representatives not to, oppose the granting of such relief on the basis that the other Party has an adequate remedy at law.

10. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the Parties with respect to such subject matter.

b. This Agreement may not be amended, modified or supplemented except in a separate writing signed by both Parties expressly so amending, modifying or supplementing this Agreement. Any provision of this Agreement may be waived by the Party entitled to the benefit thereof, if in writing and signed by the Party entitled to the benefit thereof. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

c. Each Party's obligations under this Agreement will expire upon the earliest of (i) with respect to any provision of this Agreement that specifies the duration of such provision, the end of such duration period; (ii) two (2) years after the date of this Agreement, and (iii) the completion of a Potential Appointment between the Parties; provided that (x) the provisions of Section 0 and this Section 10 will survive indefinitely; and (y) each Party will retain the right to seek all remedies available to it in respect of any breach of the terms of this Agreement occurring prior to its expiration.

d. To the extent that any Confidential Information includes materials subject to attorney-client privilege, the Disclosing Party is not waiving, and will not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any of the Confidential Information (including any such Confidential Information related to pending or threatened litigation) to the Receiving Party or its Representatives. Nothing in this Agreement will be deemed to grant a license, whether directly or by implication, estoppel or otherwise, to any Confidential Information.

e. This Agreement and any claims or disputes arising out of or relating to this Agreement will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law principles that would mandate the application of laws of another jurisdiction. Any legal action or proceeding in respect of any claim or dispute arising out of or relating to this Agreement or the performance of this Agreement will be brought exclusively in the state and federal

courts located in the State of Delaware, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts for the purpose of any such action or proceeding. The Parties irrevocably waive their right to jury trial in any legal action or proceeding in connection with this Agreement or the performance of this Agreement.

f. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect. If any provision of this Agreement is determined to be unenforceable, then the Parties contemplate that the court making such determination will modify such provision and enforce it in its modified form for all purposes contemplated by this Agreement.

g. Any assignment of this Agreement, in whole or in part, by operation of Law or otherwise by the Receiving Party without the prior consent of the Disclosing Party will be void. Any purchaser of the Disclosing Party or all or substantially all of the assets of the Disclosing Party will be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

h. This Agreement will be binding upon the Parties, and inure to the benefit of, and be enforceable by, and their respective successors and respective assigns. This Agreement may be executed in one or more counterparts and by scanned computer image (such as pdf), each of which will be deemed to be an original copy of this Agreement.

i. The Disclosing Party has engaged Sullivan & Cromwell LLP ("**Sullivan & Cromwell**"), as its legal counsel in connection with the Potential Appointment. Sullivan & Cromwell may also, now or in the future, represent the Receiving Party or one or more of its Affiliates in connection with unrelated matters. By entering into this Agreement, the Receiving Party and its Representatives (i) consent to the continued representation of the Disclosing Party by Sullivan & Cromwell in connection with the Potential Appointment; and (ii) waive any actual or alleged conflict of Sullivan & Cromwell that may arise from Sullivan & Cromwell's representation of the Disclosing Party in connection with a Potential Appointment. This consent and waiver extends to Sullivan & Cromwell representing the Disclosing Party against the Receiving Party and/or any of its Affiliates in litigation, arbitration or mediation in connection with this Agreement or any Potential Appointment. Nothing contained in this Agreement will be deemed to constitute a waiver of any privilege or consent to the disclosure of any confidential information. Sullivan & Cromwell is an intended third party beneficiary of this Section i. The Receiving Party hereby acknowledges that it has obtained independent legal advice with respect to this consent and waiver.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

[MISSION DRIVEN BANK FUND, LP]:

By: _____
Name:
Title:

[NAME OF RECEIVING PARTY]:

By: _____
Name:
Title: