

MASTER LOAN AGREEMENT

TERMS COMMON TO ALL WESTERN BRIDGE CORPORATE FEDERAL CREDIT UNION LOAN AGREEMENTS

REQUESTS FOR ADVANCES: Requests for advances may be made in writing on forms acceptable to Western Bridge Corporate Federal Credit Union or may be made by telephone or by means of other electronic devices. Funds advanced shall be deposited to a share account of the Borrower at Western Bridge Corporate Federal Credit Union. Borrower agrees that funds credited to its account shall constitute an advance to Borrower in accordance with the terms of the Master Loan Agreement. Neither this Master Loan Agreement nor the individual loan agreements contained herein represent or should be construed as commitments by Western Bridge Corporate Federal Credit Union to lend. Western Bridge Corporate Federal Credit Union, in its sole discretion, may at any time refuse a request from the Borrower for a loan advance.

PROMISE TO PAY: Borrower promises to pay Western Bridge Corporate Federal Credit Union the sums advanced under this Master Loan Agreement ("Agreement") together with interest at the rate hereinafter set forth when due.

PAYMENTS: Payments shall be made in U.S. currency and shall be applied first to any costs, fees, or expenses due to Western Bridge Corporate Federal Credit Union under the applicable loan agreement, then to interest due and thereafter to principal. Repayments of any amount outstanding prior to maturity in whole or in part may be made on any business day without penalty except as expressed in the applicable loan agreement. Interest on the outstanding principal balance of loan advances shall be calculated on a daily basis, using a 365-day year, and shall be payable monthly, unless otherwise indicated under the applicable loan agreement. Western Bridge Corporate Federal Credit Union is hereby authorized and instructed to charge Borrower's daily share account for the amount of interest or principal due thereon.

DEFAULT: Borrower shall be deemed in default under all loans and credit facilities, and all sums owed to Western Bridge Corporate Federal Credit Union shall become immediately due and payable without further demand or notice upon: a) the breach of any promise or obligation contained in any applicable loan agreement or any misrepresentation contained in such agreement or any financial information furnished Western Bridge Corporate Federal Credit Union; b) the failure to pay when due any amount due Western Bridge Corporate Federal Credit Union under any agreement; c) the insolvency of or the appointment of a trustee or receiver for the Borrower; d) any assignment for the benefit of creditors of the Borrower; e) the suspension or the taking possession of its business, or the revocation of its charter by any governmental or insuring authority; or f) the processing of any writ of attachment, garnishment, execution, or other legal process against any property of the Borrower. Borrower waives presentment for payment, demand, protest, and notice of protest, and dishonor.

COLLECTION COSTS: Borrower agrees that in case any payment shall not be made when due, to pay all costs of collection including attorney's fees, whether or not suit be instituted to collect the amounts due, and Borrower agrees to pay all costs of any suit if brought against Borrower.

REMEDIES: Upon default, all sums due Western Bridge Corporate Federal Credit Union shall bear interest at the rate established by Western Bridge Corporate Federal Credit Union under the applicable loan agreement plus five percentage points (5%) with a minimum default interest rate at all times not less than fifteen percent (15%) per annum and a maximum default interest rate not greater than the maximum legal interest rate, if any, that may be charged by a federal credit union.

Upon default or at any time thereafter, Western Bridge Corporate Federal Credit Union shall have all the rights and remedies provided a secured party under the California Uniform Commercial Code, including but not limited to the following: a) Western Bridge Corporate Federal Credit Union may take possession of any collateral wherever it may be found, and Borrower agrees to assist in the recovery of, and make available the collateral to Western Bridge Corporate Federal Credit Union; b) Western Bridge Corporate Federal Credit Union may sell or dispose of the collateral in any manner it shall deem reasonable and Western Bridge Corporate Federal Credit Union may redeem or cancel (regardless of the maturity date of certificates) any accounts, deposits, or shares held by it or others; and c) Western Bridge Corporate Federal Credit Union may notify those indebted to the Borrower to make payment directly to Western Bridge Corporate Federal Credit Union.

For purposes of notice to debtors, Borrower appoints Western Bridge Corporate Federal Credit Union its irrevocable attorney with power to receive, open and dispose of all mail addressed to Borrower; to endorse the name of Borrower on any checks or other evidences of payment on loans and accounts; to demand, sue for, collect, and give acquittals for any and all monies due or to become due on loans and accounts; to compromise, prosecute, or defend any action, claim, or proceeding concerning them, and to do any and all things necessary and proper to collect the same in so far as the law allows.

The proceeds from the collateral shall be applied first to the expenses of collecting, taking, holding, and disposing of the collateral, including reasonable attorney's fees, and thereafter to the payment of all principal, interest, and other obligations due under any loan agreement. Any surplus shall be returned to the Borrower. Borrower shall be liable for any deficiency.

Western Bridge Corporate Federal Credit Union shall have the right to enforce one or more remedies under this Agreement successively or concurrently, and any such action shall not prevent Western Bridge Corporate Federal Credit Union from pursuing any further or other remedy that it may have under this Agreement or by law.

DENIAL OF REQUEST: Advances of funds on all Western Bridge Corporate Federal Credit Union loans are subject to the availability of funds, and Western Bridge Corporate Federal Credit Union RESERVES THE RIGHT TO DENY ANY REQUEST FOR FUNDS PURSUANT TO THIS AGREEMENT and may terminate this Agreement as to future loan disbursement, without cause, at any time by advising Borrower of such termination in writing addressed to Borrower at the address shown in Western Bridge Corporate Federal Credit Union's records. Such termination shall not affect any of the other rights or obligations provided for herein with respect to amounts then payable by Borrower to Western Bridge Corporate Federal Credit Union.

LOAN LIMITS: Western Bridge Corporate Federal Credit Union shall from time to time establish loan limits for Borrowers. Borrower shall not request a loan advance from Western Bridge Corporate Federal Credit Union in an amount that, in conjunction with all outstanding loans to Borrower from all sources, including those outside Western Bridge Corporate Federal Credit Union, would exceed the legal borrowing limit of the Borrower or such aggregate credit limit applicable to Borrower as may be established by Western Bridge Corporate Federal Credit Union.

FINANCIAL INFORMATION: Borrower agrees to provide at Western Bridge Corporate Federal Credit Union's request a quarterly financial statement not later than the 20th day of each month following the reporting period and such other financial statements and information as Western Bridge Corporate Federal Credit Union may request. Quarterly financial statements shall include, at a minimum, a report of assets and liabilities, a statement of income and expenses, and a report of delinquent loans. Borrower further agrees to provide at Western Bridge Corporate Federal Credit Union's request a copy of its Supervisory Committee audit on an annual basis. Borrower certifies that to the best of its knowledge and belief, all information and statements furnished are true and correct, and present fairly the financial position and the results of operations for the periods covered. Further, Borrower certifies that all information furnished from time to time shall be true and correct, and present fairly the financial position of Borrower for the period covered.

INSPECTION OF RECORDS: Whenever there is any balance outstanding under any loan agreement, Borrower shall permit representatives of Western Bridge Corporate Federal Credit Union to inspect Borrower's books and records and make extracts at any reasonable time. Borrower shall cooperate with representatives of Western Bridge Corporate Federal Credit Union in making verification of investments, loans, and accounts under reasonable procedures prescribed by Western Bridge Corporate Federal Credit Union.

NO WAIVER: Western Bridge Corporate Federal Credit Union may delay enforcing any of its rights under this Agreement and such delay shall not constitute a waiver.

CHOICE OF LAW AND VENUE: All loan agreements shall be deemed entered into and performed in the State of California, and the laws of the State of California shall govern all rights, duties, and obligations of Western Bridge Corporate Federal Credit Union and Borrower in the interpretation of this Agreement.

ASSURANCES BY BORROWER: Borrower ensures that its board of directors shall authorize all requests for advances, and such authorization will be reflected in the board's minutes. Borrower ensures that it shall not borrow any funds in excess of the limitations prescribed by law.

GENERAL CONDITIONS CONCERNING SECURITY AND COLLATERAL: For any loan type, if at any time the fair value of the supporting collateral (as reasonably determined by Western Bridge Corporate Federal Credit Union) multiplied by its corresponding advance rate is less than the principal balance owing, Borrower shall either promptly provide additional collateral satisfactory to Western Bridge Corporate Federal Credit Union or immediately reduce the principal balance by an amount sufficient to eliminate the shortfall. Western Bridge Corporate Federal Credit Union Share Certificates are valued at par. Security and Mutual Fund collateral is marked to market monthly and valued accordingly. All other collateral types are valued based upon the corresponding line item for that asset reported in Borrowers' quarterly 5300 Call Report or via trial balance submitted by Borrower to Western Bridge Corporate Federal Credit Union no less than every 90 days. If more than 90 days have elapsed since the effective date of the relevant trial balance, the subject collateral will be assigned a value of zero. Borrower acknowledges and agrees that, if pledged under this Agreement and any related loan agreement, Western Bridge Corporate Federal Credit Union Share Certificates or Securities held in safekeeping by Western Bridge Corporate Federal Credit Union may not be withdrawn to the extent that amounts remain owing under any loan type under this Agreement. With respect to any loan outstanding under this Agreement that is secured by a Western Bridge Corporate Federal Credit Union Share Certificate, unless otherwise agreed to in writing by Western Bridge Corporate Federal Credit Union, at the maturity date of that Share Certificate, the funds from the Share Certificate account, including dividends accrued, shall be automatically reinvested in a comparable (as to maturity and terms) Western Bridge Corporate Federal Credit Union Share Certificate, at the then offered rate, and shall remain subject to Western Bridge Corporate Federal Credit Union's security interest. Provided Borrower is not in default under this Agreement or under any other obligation due Western Bridge Corporate Federal Credit Union, Western Bridge Corporate Federal Credit Union hereby agrees to release from pledge any Western Bridge Corporate Federal Credit Union Share Certificate(s) or Securities held in safekeeping by Western Bridge Corporate Federal Credit Union in excess of loan amounts outstanding under this Agreement and any related loan agreement plus accrued interest. Western Bridge Corporate Federal Credit Union shall have the right at any time to perfect and to protect its security interest by filing or by taking possession of the collateral or otherwise establishing control over it. Borrower agrees to execute, and cause third parties to execute such financing statements, control agreements, or other documents required by Western Bridge Corporate Federal Credit Union in the future for that purpose. Borrower agrees to take such action or execute such documents as may be necessary to transfer possession of the collateral if requested by Western Bridge Corporate Federal Credit Union. In addition, for Mortgage Loans and HELOCs, Borrower hereby acknowledges and accepts its role as Western Bridge Corporate Federal Credit Union's custodian with respect to the pledged mortgage notes, and, by virtue of its function as Western Bridge Corporate Federal Credit Union's fiduciary in this regard hereby acknowledges Western Bridge Corporate Federal Credit Union's perfected security interest therein. In connection with this role, Borrower hereby agrees to submit, at least every 90 days, a trial balance identifying each mortgage note specifically pledged to Western Bridge Corporate Federal Credit Union. Borrower agrees to maintain physical possession of the pledged mortgage notes for the benefit of Western Bridge Corporate Federal Credit Union in a manner which allows them to be identified solely as Western Bridge Corporate Federal Credit Union collateral. Borrower, and each of the undersigned, represent and warrant that: a) Borrower is the owner of all collateral described herein and that such collateral is free and clear of all liens and encumbrances, except as described in loan applications or statements furnished to Western Bridge Corporate Federal Credit Union for the purpose of establishing this account; and b) Borrower will not sell, dispose of, or encumber any collateral now owned or hereafter acquired except as approved in writing by Western Bridge Corporate Federal Credit Union.

OTHER CONDITIONS: The obligors, sureties and guarantors of any loan made under this Agreement consent to renewals and extensions of time at or after the maturity of any loan and waive diligence, presentment, protest and demand and notice of every kind and (to the full extent permitted by law) the right to plead any statute of limitations as a defense to any demand or in connection with any security, and agree that no failure on the part of Western Bridge Corporate Federal Credit Union to exercise any power, right or privilege, or to insist upon prompt compliance with the terms, shall constitute a waiver thereof. Borrower, and each of the undersigned, represent and warrant that this Agreement, as presented to Western Bridge Corporate Federal Credit Union, has been approved by the board of directors of Borrower.

SETTLEMENT LOAN AND SECURITY AGREEMENT

THE UNDERSIGNED CREDIT UNION (hereinafter sometimes referred to as "Borrower") agrees to pay to Western Bridge Corporate Federal Credit Union (hereinafter "Western Bridge Corporate Federal Credit Union") on demand all sums of money due Western Bridge Corporate Federal Credit Union on loan advances to the Borrower under this Settlement Loan and Security Agreement, together with interest and other charges as provided herein.

REPAYMENT TERMS: Each loan advance made by Western Bridge Corporate Federal Credit Union to Borrower hereunder shall be repaid on demand, or if no demand is made by the 180th day from the date of the advance and shall accrue interest at a variable rate as set and changing daily by Western Bridge Corporate Federal Credit Union management, shall include monthly payments of interest, and shall be secured by specific collateral of Borrower pledged to Western Bridge Corporate Federal Credit Union, all as specified herein.

SECURITY: Borrower hereby grants Western Bridge Corporate Federal Credit Union a security interest in the collateral indicated and described below (showing its corresponding advance rate) to secure payment of all sums due Western Bridge Corporate Federal Credit Union under the Settlement Loan and Security Agreement.

- All current and future Share Certificates on account with Western Bridge Corporate Federal Credit Union (advance rate of 100%)
- All current and future Securities held in safekeeping with Western Bridge Corporate Federal Credit Union (advance rate of 98%)
- All current and future Automobile loans (advance rate of 67%)
- All current and future Recreational Vehicle loans (advance rate of 67%)
- All current and future Student loans (advance rate of 95%)
- All current and future Mutual Funds held in trust for Western Bridge Corporate Federal Credit Union (advance rate of 98%)
- All current and future Mortgage loans (advance rate of 50%)
- All current and future Member Business Loans (advance rate of 60%)
- All current and future Church Loans (advance rate of 60%)
- Share Blocked Account 066 account with Western Bridge Corporate Federal Credit Union. Borrower acknowledges and agrees that funds in the Western Bridge Corporate Federal Credit Union Share 66 Account may not be withdrawn to the extent that amounts are outstanding under this Agreement (advance rate of 100%)
- All assets (as described below)

The designation "all assets" expressly encumbers all assets of the Borrower whether now owned or later acquired in the operation of the business of the Borrower. The collateral includes, but is not limited to, all loan accounts, instruments, or accounts receivable of the Borrower; all share, certificate, savings, deposit, or like accounts of the Borrower maintained with Western Bridge Corporate Federal Credit Union or with any bank, savings & loan association, or similar institution; all securities belonging to the Borrower whether or not represented by instruments; and the proceeds from and earnings on the foregoing.

CHANGE OF TERMS: Western Bridge Corporate Federal Credit Union reserves the right to change the terms of this Settlement Loan and Security Agreement as needed. Any change of terms will become effective upon written notice sent via first class mail to Borrower, to attention of its manager, president or CEO, (as applicable), at Borrower's street address of record with Western Bridge Corporate Federal Credit Union.

OTHER PROVISIONS: Borrower agrees that funds credited to its account with Western Bridge Corporate Federal Credit Union, or otherwise disbursed pursuant to its direction, shall constitute an advance to Borrower in accordance with the terms of this Settlement Loan and Security Agreement. Advances shall be reflected on a monthly statement of account sent to Borrower.

TERMINATION: This Settlement Loan and Security Agreement is subject to termination by Western Bridge Corporate Federal Credit Union upon written notice sent to the latest Borrower address appearing on the books of Western Bridge Corporate Federal Credit Union. Such termination shall not relieve the Borrower of its obligations with respect to amounts due or outstanding to Western Bridge Corporate Federal Credit Union.

FIXED-RATE LOAN AND SECURITY AGREEMENT

THE UNDERSIGNED CREDIT UNION (hereinafter sometimes referred to as "Borrower") and Western Bridge Corporate Federal Credit Union ("Western Bridge Corporate Federal Credit Union") agree as follows:

REPAYMENT TERMS: Each loan request granted by Western Bridge Corporate Federal Credit Union to Borrower hereunder shall be repaid over the course of a fixed term ending at a specific Maturity Date, shall accrue interest at a fixed rate, shall include payment by monthly installments of principal and/or interest, and shall be secured by specific collateral of Borrower held by Western Bridge Corporate Federal Credit Union, all as specified in a corresponding Loan Advance Voucher issued by Western Bridge Corporate Federal Credit Union upon the granting of each loan advance request. Borrower agrees that, by making any such request, it shall be conclusively bound to the loan terms set forth in each Loan Advance Voucher as well as the terms set forth in this Fixed-Rate Loan and Security Agreement.

SECURITY: Borrower hereby grants Western Bridge Corporate Federal Credit Union a security interest in the collateral described in the Loan Advance Voucher(s) to secure payment of all sums due Western Bridge Corporate Federal Credit Union under this Fixed-Rate Loan and Security Agreement.

CURRENT COLLATERAL TYPES AND ADVANCE RATES (SUBJECT TO CHANGE AT ANY TIME):

- *Share Certificates on account with Western Bridge Corporate Federal Credit Union (advance rate of 100%)
- *Securities held in safekeeping with Western Bridge Corporate Federal Credit Union (advance rate of 98%)
- *Automobile loans (advance rate of 67%)
- *Recreational Vehicle loans (advance rate of 67%)
- *Student loans (advance rate of 95%)
- *Mutual Funds (advance rate of 98%)
- *Mortgage loans (advance rate of 50%)
- *Member Business Loans (advance rate of 60%)
- *Church Loans (advance rate of 60%)
- * Premium Share Blocked Account 061 (advance rate of 100%)

LATE PAYMENTS: Any payment of principal or interest not paid when due under any Loan Advance Voucher shall bear interest from its due date at a rate of interest 2% percent per annum higher than the interest rate specified, but not greater than the maximum rate which may be charged by a federal credit union, payable on demand.

PREPAYMENT FEE: Borrower may repay all or any portion of the unpaid principal balance of any loan prior to the due date for such payment, as set forth in the Loan Advance Voucher. Upon the event of each such full or partial early payment of principal ("prepayment"), however, Borrower shall be required to pay Western Bridge Corporate Federal Credit Union a prepayment fee. Said fee shall be determined by assessing the "prepayment rate" against the amount of such prepayment for the time period remaining in the term from the prepayment to the Maturity Date.

PREPAYMENT RATE: The "prepayment rate" shall be calculated by subtracting the rate of interest in effect at the time of prepayment for the \$5MM Mega Western Bridge Corporate Federal Credit Union Fixed Rate Share Certificate, as published by Western Bridge Corporate Federal Credit Union Management, the term of which corresponds to the time period remaining in the loan term from the prepayment date to the Maturity Date, from the rate of interest set forth in the Loan Advance Voucher, but in no event shall the "prepayment rate" be less than zero. No such prepayment shall excuse, replace or be credited toward any scheduled interim installment of principal and/or interest, as set forth in the Loan Advance Voucher.

TERMINATION: Either party may terminate this Fixed-Rate Loan and Security Agreement upon twenty-four (24) hours prior written notice. Any such termination shall not affect any outstanding and unpaid loan advance.

VARIABLE-RATE LOAN AND SECURITY AGREEMENT

THE UNDERSIGNED CREDIT UNION (hereinafter sometimes referred to as "Borrower") and Western Bridge Corporate Federal Credit Union ("Western Bridge Corporate Federal Credit Union") agree as follows:

REPAYMENT TERMS: Each loan advance made by Western Bridge Corporate Federal Credit Union to Borrower hereunder shall be repaid on demand, or if no demand is made by the 180th day from the date of the advance and shall accrue interest at a variable rate as set and changing daily by Western Bridge Corporate Federal Credit Union management, shall include monthly payments of interest, and shall be secured by specific collateral of Borrower pledged to Western Bridge Corporate Federal Credit Union, all as specified herein.

Borrower agrees that, by making any such request, it shall be conclusively bound to the loan terms set forth in this Variable-Rate Loan and Security Agreement.

COLLATERAL AND SECURITY: Borrower hereby grants Western Bridge Corporate Federal Credit Union a security interest in the collateral indicated and described below (showing its corresponding advance rate) to secure payment of all sums due Western Bridge Corporate Federal Credit Union under the Variable-Rate Loan and Security Agreement.

- All current and future Share Certificates on account with Western Bridge Corporate Federal Credit Union (advance rate of 100%)
- All current and future Securities held in safekeeping with Western Bridge Corporate Federal Credit Union (advance rate of 98%)
- All current and future Automobile loans (advance rate of 67%)
- All current and future Recreational Vehicle loans (advance rate of 67%)
- All current and future Student loans (advance rate of 95%)
- All current and future Mutual Funds held in trust for Western Bridge Corporate Federal Credit Union (advance rate of 98%)
- All current and future Mortgage loans (advance rate of 50%)
- All current and future Member Business Loans (advance rate of 60%)
- All current and future Church Loans (advance rate of 60%)
- Share Blocked Account 066 account with Western Bridge Corporate Federal Credit Union. Borrower acknowledges and agrees that funds in the Western Bridge Corporate Federal Credit Union Share 66 Account may not be withdrawn to the extent that amounts are outstanding under this Agreement (advance rate of 100%)

CENTRAL LIQUIDITY FACILITY AGENT LOAN AGREEMENT

THE UNDERSIGNED CREDIT UNION (hereinafter sometimes referred to as "Borrower") and Western Bridge Corporate Federal Credit Union ("Western Bridge Corporate Federal Credit Union") agree as follows:

REPAYMENT TERMS: Each Agent loan request granted by Western Bridge Corporate Federal Credit Union to Borrower hereunder shall be repaid over the course of a fixed term ending at a specific Maturity Date, shall accrue interest at a fixed rate, shall include payment of principal and interest, and shall be secured by specific collateral of Borrower held by Western Bridge Corporate Federal Credit Union, all as specified in a corresponding Central Liquidity Facility Agent Loan Promissory Note and Central Liquidity Facility Agent Loan Security Agreement issued by Western Bridge Corporate Federal Credit Union upon the granting of each Agent Loan advance request. Borrower agrees that, by making any such request, it shall be conclusively bound to the terms set forth in each of the Central Liquidity Facility Agent Loan Promissory Note, the Central Liquidity Facility Agent Loan Security Agreement, this Central Liquidity Facility Agent Loan Agreement, and all related Central Liquidity Facility documentation.

Dated _____, 20_____

_____ Credit Union

By: _____
Chairman, President, General Manager or Authorized Official

By: _____
Secretary/Recording Officer or Authorized Official

Routing Number: _____

WBCFCU Use Only
Accepted by WBCFCU at San Dimas, California,
Dated _____, 20_____
By: _____