

June 30, 2006

Manhattan Transit Point Agreement (the "Agreement")

The Federal Reserve Bank of New York ("FRBNY") and the Federal Reserve Bank of Philadelphia ("FRBP") have designated a Transit Point in Manhattan (the "Transit Point") which will be utilized by FRBNY until August 18, 2006 and by FRBP thereafter. The applicable Reserve Bank presents items to a paying depository institution, sends return letters to a depository bank, and accepts delivery of cash items and returned checks at the Transit Point in accordance with Subpart A of Regulation J, Regulation CC, applicable operating circulars and schedules, and this Agreement.

A depository institution that maintains an account with FRBNY (the "Bank") agrees to these terms by executing a copy of this agreement and returning it to the applicable Reserve Bank. If the Bank wishes to have charges and credits posted to the account of another depository institution ("Correspondent"), the Correspondent agrees to accept charges and credits by executing the appropriate Transaction and Service Fee Settlement Authorization appendix to Operating Circular 1. If the Bank wishes to designate another depository institution, corporation, or firm ("Designated Institution") to accept delivery of its cash items and return items at the Transit Point or at another location acceptable to the applicable Reserve Bank, the Bank and its Designated Institution must execute an Intercept Agreement.

Basic Agreement

1. By agreeing to these terms a Bank instructs the applicable Reserve Bank to present checks payable by, through, or at the Bank and to return checks to the Bank:

- (a) at the Transit Point; or
- (b) at another Reserve Bank location designated by the Bank and acceptable to the applicable Reserve Bank.

2. The applicable Reserve Bank makes due presentment or return of items to Bank by delivering the items to Bank, the Bank's messenger, or Designated Institution or by making the items available:

- (a) at the Transit Point; or
- (b) at another Reserve Bank location designated by the Bank and acceptable to the applicable Reserve Bank

in accordance with the applicable Reserve Bank's published schedule. Loss of, or damage to, an item after delivery to the Bank, Bank messenger or Designated Institution shall be at the risk of the Bank.

3. A depository institution that agrees to accept presentment of cash items and return of returned checks at the Transit Point or at another Reserve Bank location

acceptable to the applicable Reserve Bank may deliver cash items and returned checks to the applicable Reserve Bank at the Transit Point for collection or return.

4. The applicable Reserve Bank provides credit for a forward or return item that Bank delivers to the Transit Point in accordance with the Reserve Bank's published deposit deadlines and availability schedules. The Reserve Bank may amend its deadlines and schedules from time to time.

5. A Reserve Bank has no responsibility for an item lost in transit between the Transit Point and the applicable Reserve Bank.

6. The Transit Point is currently located at CD&L, 185 Varick Street, New York, NY 10014. The applicable Reserve Bank may relocate the Transit Point on thirty (30) days' advance written notice to all Banks agreeing to these terms. Notwithstanding the requirement for 30-days written notice, the applicable Reserve Bank reserves the right to relocate the transit point on shorter notice if emergency conditions so require.

Amendment

1. Effective July 27, 2006 (the "Effective Date"), this Agreement amends and replaces in its entirety the Manhattan, Bronx and Brooklyn ("MB&B") Collection Arrangement. Each MB&B Bank Agreement and Correspondent Authorization executed prior to the Effective Date continues in effect subject to this Agreement until terminated in accordance with the termination provisions set forth below. Each Intercept Agreement executed prior to the Effective Date continues in effect as to the appointment of the Designated Institution until Bank provides written notice of its revocation of such appointment. Such notice of revocation shall become effective on the fifth banking day following the date of receipt of such notice by the applicable Reserve Bank.

2. The Reserve Bank reserves the right to amend this Agreement upon seven calendar days' prior notice to each bank and correspondent that has agreed to its provisions.

Termination

1. The Bank may terminate a correspondent authorization by notice to the applicable Reserve Bank (and the applicable Reserve Bank may terminate a settlement designation by notice to the Bank) effective five banking days after receipt of the notice or on a subsequent date specified in the notice. A correspondent may terminate a settlement authorization by notice to the applicable Reserve Bank effective on the banking day following the banking day of receipt of the notice by the Reserve Bank (or on a subsequent date specified in the notice). Such termination shall not affect the applicable Reserve Bank's right to make entries with respect to cash letters, return letters or items processed by a Reserve Bank on the banking day of receipt of the notice.

A Bank may terminate its participation in this Agreement by giving not less than seven business days' prior written notice to the applicable Reserve Bank. Notice of termination to the Federal Reserve Bank of New York should be provided to the District Business Development Manager, Business Development Office, at 100 Orchard Street, East Rutherford, New Jersey 07073. Notice of termination to the Federal Reserve Bank of Philadelphia should be provided to the Manager, Check Administration Division, at Ten Independence Mall, Philadelphia, Pennsylvania 19106-1574.

2. The Reserve Bank reserves the right to terminate this Agreement in its entirety upon thirty calendar days' prior written notice to each Bank and correspondent that has agreed to these terms.

Name of Bank

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date