

**Perpetual Contributed Subscription Contract
Between
ALLOYA CORPORATE FEDERAL CREDIT UNION
And**

_____ (“Member”)

WHEREAS, Member and Alloya Corporate Federal Credit Union (“Alloya”), jointly the “parties”, desire to enter into a Perpetual Capital Subscription Contract (“Subscription Contract”);

WHEREAS, Member has read the Perpetual Contributed Capital Shares II Subscription Terms and Conditions (“Terms and Conditions”) and Confidential Private Placement Memorandum of Alloya dated June 21, 2013 (the “Memorandum”).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **General.** Member agrees to be bound by the Terms and Conditions.
- II. **Indemnity.** Member agrees to indemnify and hold harmless Alloya, its officers, directors, employees and any professional advisors, representatives or other agents, from and against any and all loss, damage, liability or expenses, including costs and reasonable attorney’s fees and disbursements, to which they may become subject or which they may incur by reason of or in connection with any misrepresentation made by Member, any breach of any of the representations or warranties set forth herein, or any failure to fulfill any of its covenants or agreements hereunder.
- III. **Assignment.** This Subscription Contract is non-assignable and may not be amended without the prior written consent of all parties hereto.
- IV. **Notice.** All notices and other communications to the Member will be deemed given when mailed to the address designated by the Member below.
- V. **Acceptance.** Member understands and agrees that the management and the Board of Directors of Alloya shall have the right to accept or reject this subscription, in whole or in part, and that the subscription shall be deemed to be accepted by Alloya only when it is signed by a duly authorized officer of Alloya. Accepted subscriptions shall be paid pursuant to the transfer authorization included on the Terms and Conditions.
- VI. **Entire Contract.** This Subscription Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- VII. **Law.** This Subscription Contract shall be construed in accordance with and governed by the laws of the State of Illinois.
- VIII. **Venue.** Any action or proceeding relating in any respect to this Subscription Contract may be brought and enforced in the Courts of the State of Illinois or the United States District Court for the Northern District of Illinois, and Member irrevocably submits to the jurisdiction of such courts in respect of such actions or proceedings. Member irrevocably waives any objection to venue of any such action or proceeding in said courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- IX. **Signature.** This Subscription Contract has been signed in duplicate on the date set forth below. Upon its acceptance by Alloya, one copy will be returned to the Member for its records.

RESOLVED THAT, pursuant to authority duly granted by Member's governing body, the undersigned subscribes to and offers to purchase Capital Shares in the amount of \$_____ in perpetual contributed capital (the "**Subscription Amount**"). Subject to Alloya's acceptance of this offer, Member authorizes Alloya in accordance with the Terms and Conditions, the Memorandum and this Subscription Contract to transfer the Subscription Amount from Member's settlement account to a capital account with Alloya.

FURTHER RESOLVED, THAT the following named officers and directors of this Member, whose actual signatures are shown below (such persons being referred to collectively in these Resolutions as this Member's "Authorized Persons") are each hereby authorized, empowered, and directed to sign all documents necessary to effectuate the purchase of the Capital Shares authorized herein, including but not limited to (a) signing this Subscription Contract for the purchase of Capital Shares, (b) signing any application or agreement required for an Alloya Corporate Perpetual Contributed Capital Account, and (c) signing any application or agreement required to participate in an excess balance account program offered by Alloya.

I, the undersigned Chairman and Secretary of _____ (Member), **HEREBY CERTIFY** that at a meeting of the Board of Directors (or by other duly authorized corporate action in lieu of a meeting), duly called and held on _____, 20____ at which a quorum was present, the following Resolutions were adopted:

MEMBER INFORMATION

Legal Name: _____

Entity Type: _____

Account: _____

Mailing Address: _____

Email Address: _____