

OUTREACH SOLUTIONS AGREEMENT

This AGREEMENT (the "Outreach Solutions Agreement") entered into as of the _____ day of _____, 2006, by and between _____ Credit Union ("Credit Union") and Credit Union Outreach Solutions, Inc. (the "Company") as hereinafter defined.

WHEREAS, the Credit Union has joined with the Original Members, the Ohio Credit Union League, other credit unions, and other members, as Members of the Company (collectively the "Members"); and

WHEREAS, the Credit Unions, the Ohio Credit Union League ("OCUL") and other Members represent all of the current members of an Ohio nonprofit corporation known as Credit Union Outreach Solutions, Inc. (the "Company"); and

WHEREAS, the Company was formed to provide outreach solutions for its Credit Union members one of which is a product to provide a low cost short-term outreach loans (the "Outreach Loan Product") to their members in a uniform manner and to also minimize the risk of the Credit Unions offering the Outreach Loan Product; and

WHEREAS, the purpose of this Agreement is to describe the outreach loan program (the "Outreach Loan Program") and to set forth the requirements to which the Credit Unions must adhere for providing the Outreach Loan Product to their members.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Membership Fee. Each Credit Union has paid or secured to be paid a membership fee ("Membership Fee") to the Company in accordance with Section 2.01 of the Company's Member Operating Agreement. The Membership Fees are being held by the Company in a fund to cover the Company's operating expenses and to provide a back-up source of funds to reimburse the Credit Unions which suffer losses as a result of having offered the Outreach Loan Product to their members as hereinafter described.

2. The Outreach Loan Product. The Company has developed the Outreach Loan Product to be used by the Credit Unions in offering the Outreach Loan Program to their members. The Outreach Loan Product is an open-end line of credit instrument which will allow eligible Credit Union members to borrow either \$250.00

or \$500.00 in an annual credit limit (“Credit Limit”) at any one time during the course of a twelve-month period. Each loan will bear interest at the lesser of the rate of eighteen percent (18%) per annum or the state usury rate and require payment in full within thirty (30) days. Successive loans of up to \$500.00 in increments of \$250.00 may be made to Credit Union members throughout the twelve-month duration of the line of credit provided each preceding loan is paid in full and the loan balance is brought to zero before such successive loans are disbursed.

3. Eligibility. In order to be eligible for the Outreach Loan Program, a Credit Union member must have been a member of the Credit Union for at least sixty (60) days prior to his application; must have verifiable income; must not be currently delinquent in any loan obligation to the Credit Union or possessing of a negative balance in any deposit account held with the Credit Union; must not be currently in bankruptcy proceedings and must not have caused any of the Credit Unions a loss at any time prior to such member’s application of which the Credit Union member should be aware. No additional underwriting criteria shall be imposed on the Credit Union by the Company. Although a credit report shall not be used in determining loan eligibility, each Credit Union shall be required to retrieve a credit report on each applicant prior to such applicant’s initial advance to determine whether the report reflects that the applicant has caused a loss to any of the participating Credit Unions.

4. Annual Fee. If a Credit Union member meets the underwriting criteria set forth in paragraph 3 above, such member must pay an annual fee (the “Annual Fee”) as a condition to such member’s receipt of an initial advance under the loan. The Annual Fee paid shall be measured by the Credit Limit selected by the member or \$35.00 for a Credit Limit of \$250.00 or \$70.00 for a Credit Limit of \$500.00. If any subsequent advance is greater than the initial credit limit, the Annual Fee shall be adjusted accordingly. The Annual Fee shall be remitted to the Company for deposit in a Company fund to be used to defer losses incurred by Credit Unions in connection with their offering loans under the Outreach Loan Program (the “Loan Loss Reserve”) as hereinafter described.

5. Loan Loss Reserve. The Loan Loss Reserve shall consist initially of Annual Fees remitted by the Credit Unions participating in the Outreach Loan Program. In the event the Company determines that the amounts in the Loan Loss Reserve are insufficient to reimburse the Credit Unions for the losses incurred by them in the Outreach Loan Program, the Company may increase the Annual Fee, which increase shall be effective sixty (60) days following written notice to the Credit Unions of such increase. The Annual Fee may be reduced by the Company in similar fashion. The Company may also, in its discretion, use Membership Fees as a source of funds to replenish the Loan Loss Reserve, provided such use is in proportion to the Membership Fees paid by the individual Credit Unions.

At the end of each calendar year, the Company shall audit the experience of the Loan Loss Reserve and provide the results of the audit (the "Audit Results") to the Member Credit Unions within one hundred twenty (120) days of the end of each calendar year. If any Credit Union's reimbursements from the Loan Loss Reserve exceed its remittances to the Loan Loss Reserve by more than one hundred fifty percent (150%) as reflected by the Audit Results, such excess amount shall be promptly remitted to the Company for deposit in the Loan Loss Reserve. In like manner, if any Credit Union's reimbursements are less than fifty percent (50%) of its remittances, the Company shall promptly reimburse to such Credit Union the difference between fifty percent (50%) of its remittances and the amount of the reimbursements received.

6. Withdrawal or Expulsion of Credit Union. If a Credit Union elects to withdraw as a Member of the Company or is expelled as provided in the Company's Member Operating Agreement, then such withdrawing or expelled Credit Union shall cease to be a participant under this Agreement as of the effective date of its withdrawal or expulsion as a Member of the Company. In the event, during the course of such Credit Union's participation under this Agreement and the one hundred twenty (120) day period following the termination of such participation, its aggregate remittances exceed its aggregate reimbursements as described in paragraph 5 above, and if the Board of Managers in its sole discretion agrees, the Company shall pay to such Credit Union up to ninety percent (90%) of such excess one hundred twenty (120) days following the termination of such Credit Union's participation under this Agreement. No further or other payment shall be required by the Company under this Agreement to any withdrawing or expelled Credit Union.

7. Promotion of Outreach Loan Program. Each participating Credit Union hereunder agrees to use its reasonable best efforts to promote the Outreach Loan Program to its members and to encourage its members to take advantage of the Outreach Loan Product. Credit Unions must abide by the marketing guidelines as established by the Board of Managers from time to time.

8. Loan Default. When a Credit Union member fails to pay any principal or interest on an advance made pursuant to the Loan Program when due, or is otherwise in default, the Credit Union shall contact its member by telephone, in person, or by mail, and attempt to bring its member in compliance. If the Credit Union fails to have its member cure such default and its member remains in continuous default for a period of one hundred twenty (120) days, the Credit Union may apply to the Company for reimbursement from the Loan Loss Reserve. Upon receipt of such application, the Company shall promptly reimburse the Credit Union in an amount which is up to ninety percent (90%) of such Credit Union's principal loss. In the event the Credit Union has a partial or full recovery of the loss in the future, such recovery up to the

extent of the Credit Union's reimbursement shall promptly be remitted to the Company for deposit in the Loan Loss Reserve.

9. Each party shall indemnify, protect and hold harmless the other parties and its officers, directors, employees and agents from all Claims made by members, directors, officers, employees, agents or any third party as a result of the indemnifying party's negligence or breach of any legal or contractual duty. "Claim(s)," as used in this Agreement, shall mean all claims, causes of action, judgments, damages, costs or expenses, including without limitation, attorneys' fees and court costs related to either party's failure to comply with the terms, conditions, or provisions of this Agreement.

10. This Agreement may only be amended or modified by a writing signed by a majority of the Board of Managers.

11. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective representatives, successors and assigns.

12. Neither this Agreement nor any parties' interest herein shall be assigned to any third party without the consent of all the parties.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

This Agreement is adopted by the unanimous written consent of all signators without the necessity of a single meeting through the use of counterpart signatures.

NORTHWESTERN FEDERAL CREDIT UNION

CREDIT UNION OUTREACH SOLUTIONS, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____