UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

STATE OF OREGON
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
DIVISION OF FINANCE AND CORPORATE SECURITIES
SALEM, OREGON

Written Agreement by and among ALBINA COMMUNITY BANCORP Portland, Oregon FEDERAL RESERVE BANK OF SAN FRANCISCO San Francisco, California and OREGON DEPARTMENT OF CONSUMER AND BUSINESS SERVICES DIVISION OF FINANCE AND CORPORATE SECURITIES Salem, Oregon	Docket No. 10-080-WA/RB-HC

WHEREAS, Albina Community Bancorp, Portland, Oregon ("Albina") is a registered bank holding company that owns and controls Albina Community Bank, Portland, Oregon (the "Bank"), a state chartered nonmember bank, and various nonbank subsidiaries;

WHEREAS, it is the common goal of Albina, the Federal Reserve Bank of San Francisco (the "Reserve Bank"), and the Director of the State of Oregon's Department of Consumer and Business Services acting through the Administrator of the Division of Finance and Corporate Securities (the "DFCS") to maintain the financial soundness of Albina so that Albina may serve as a source of strength to the Bank;

WHEREAS, Albina, the Reserve Bank, and the DFCS have mutually agreed to enter into this Written Agreement (the "Agreement"); and

WHEREAS, on May 6, 2010, the board of directors of Albina, at a duly constituted meeting, adopted resolutions authorizing and directing Robert L. McKean to enter into this Agreement on behalf of Albina, and consenting to compliance with each and every provision of this Agreement by Albina and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the "FDI Act") (12 U.S.C. §§ 1813(u) and 1818(b)(3)).

NOW, THEREFORE, Albina, the Reserve Bank, and the DFCS agree as follows:

Source of Strength

1. The board of directors of Albina shall take appropriate steps to fully utilize Albina's financial and managerial resources, pursuant to section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the "Board of Governors") (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with the Consent Order which the Bank entered into with the Federal Deposit Insurance Corporation (the "FDIC") and the DFCS on March 2, 2010, and any other supervisory action taken by the Bank's federal or state regulators.

Dividends

2. (a) Albina shall not declare or pay any dividends without the prior written approval of the Reserve Bank, the Director of the Division of Banking Supervision and Regulation of the Board of Governors (the "Director"), and the DFCS.

(b) Albina shall not directly or indirectly take dividends or any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank and the DFCS.

(c) Albina and its nonbank subsidiaries shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank, the Director, and the DFCS.

(d) All requests for prior approval shall be received by the Reserve Bank and the DFCS at least 30 days prior to the proposed dividend declaration date, proposed distribution on subordinated debentures, required notice of deferral on trust preferred securities, or other proposed distribution or payment. All requests shall contain, at a minimum, current and projected information on Albina's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings, and allowance for loan and lease losses; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, Albina must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

Debt and Stock Redemption

3. (a) Albina shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank and the DFCS. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) Albina shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank and DFCS.

Compliance with Laws and Regulations

4. (a) In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, Albina shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors (12 C.F.R. §§ 225.71 *et seq.*).

(b) Albina shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the FDIC's regulations (12 C.F.R. Part 359).

Progress Reports

5. Within 30 days after the end of each calendar quarter following the date of this Agreement, Albina shall submit to the Reserve Bank and the DFCS written progress reports detailing the form and manner of all actions taken to secure compliance with the provisions of this Agreement and the results thereof, and a parent company only balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

Communications

6. All communications regarding this Agreement shall be sent to:

(a) Mr. Ken Szyndel
Examining Manager
Federal Reserve Bank of San Francisco
101 Market Street, Mail Stop 945
San Francisco, California 94105

(b) Mr. Richard Renken
Banks and Trusts Program Manager
State of Oregon, Department of Consumer and Business Services
Division of Finance and Corporate Securities
350 Winter Street NW, Room 410
Salem, Oregon 97309-0405

(c) Mr. Robert McKean
Chief Executive Officer
Albina Community Bancorp
2002 NE Martina Luther King, Jr. Boulevard
Portland, Oregon 97212

Miscellaneous

7. The provisions of this Agreement shall be binding upon Albina and its institution-affiliated parties, in their capacities as such, and their successors and assigns.

8. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank and the DFCS.

9. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, the DFCS, or any other federal or state agency from taking any other action affecting Albina, or any of its current or former institution-affiliated parties and their successors and assigns.

10. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 17 day of May, 2010.

ALBINA COMMUNITY BANCORP

By: _____
President

FEDERAL RESERVE BANK
OF SAN FRANCISCO

By: _____
Vice President
Kevin Zerbe

OREGON DEPARTMENT OF
CONSUMER AND BUSINESS
SERVICES, DIVISION OF FINANCE
AND CORPORATE SECURITIES

By: _____
Administrator