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

Written Agreement by and between

NORTHWEST COMMUNITY BANCORP, INC.

Shoreline, Washington

and

FEDERAL RESERVE BANK OF SAN FRANCISCO San Francisco, California Docket No. 10-033-WA/RB-HC

WHEREAS, Northwest Community Bancorp, Inc., Shoreline, Washington ("Northwest"), a registered bank holding company, owns and controls Shoreline Bank, Shoreline, Washington (the "Bank"), a state chartered nonmember bank, and various nonbank subsidiaries;

WHEREAS, it is the common goal of Northwest and the Federal Reserve Bank of San Francisco (the "Reserve Bank") to maintain the financial soundness of Northwest so that Northwest may serve as a source of strength to the Bank;

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

WHEREAS, on February 16, 2010, the board of directors of Northwest, at a duly constituted meeting, adopted a resolution authorizing and directing Jeffrey P. Lewis to enter into this Agreement on behalf of Northwest, and consenting to compliance with each and

every provision of this Agreement by Northwest 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, Northwest and the Reserve Bank agree as follows:

Source of Strength

1. The board of directors of Northwest shall take appropriate steps to fully utilize Northwest'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 ensure that the Bank complies with the Consent Order entered into with the Federal Deposit Insurance Corporation (the "FDIC") and the State of Washington Department of Financial Institutions on December 29, 2009 and any other supervisory action taken by the Bank's federal or state regulators.

Dividends and Distributions

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

(d) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date, proposed distribution on subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information on Northwest'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, Northwest 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) Northwest and any nonbank subsidiary shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank.

 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) Northwest shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

Cash Flow Projections

4. Within 60 days of this Agreement, Northwest shall submit to the Reserve Bank a written statement of Northwest's planned sources and uses of cash for debt service, operating expenses, and other purposes ("Cash Flow Projection") for 2010. Northwest shall submit to the

Reserve Bank a Cash Flow Projection for each calendar year subsequent to 2010 at least one month prior to the beginning of that calendar year.

Compliance with Laws and Regulations

- 5. (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, Northwest 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) Northwest 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 Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

Progress Reports

6. Within 30 days after the end of each calendar quarter following the date of this Agreement, the board of directors shall submit to the Reserve Bank 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

- 7. All communications regarding this Agreement shall be sent to:
 - (a) Mr. Kenneth Szyndel
 Examining Manager, Risk Monitoring and Analysis Group
 Banking Supervision & Regulation
 Federal Reserve Bank of San Francisco
 101 Market Street, Mail Stop 940
 San Francisco. California 94105

(b) Mr. Jeffrey P. Lewis
President and Chief Executive Officer
Northwest Community Bancorp, Inc.
16001 Aurora Avenue North

Shoreline, Washington 98133

Miscellaneous

8. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its

sole discretion, grant written extensions of time to Northwest to comply with any provision of

this Agreement.

9. The provisions of this Agreement shall be binding upon Northwest and its

institution-affiliated parties, in their capacities as such, and their successors and assigns.

10. Each provision of this Agreement shall remain effective and enforceable until

stayed, modified, terminated, or suspended in writing by the Reserve Bank.

11. The provisions of this Agreement shall not bar, estop, or otherwise prevent the

Board of Governors, the Reserve Bank, or any other federal or state agency from taking any

other action affecting Northwest, the Bank, any nonbank subsidiary of Northwest, or any of their

current or former institution-affiliated parties and their successors and assigns.

12. 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 18th day of February, 2010.

NORTHWEST COMMUNITY

BANCORP, INC.

FEDERAL RESERVE BANK OF SAN FRANCISCO

By: /s/ Jeffrey P. Lewis

Jeffrey P. Lewis

President & CEO

By: /s/ Kevin Zerbe Kevin Zerbe

Vice President

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