



**Federal Deposit Insurance Corporation**  
550 17th Street NW, Washington, D.C. 20429-9990

Division of Supervision and Consumer Protection

November 15, 2006

Board of Directors  
GMAC Automotive Bank  
6985 Union Park Center  
Midvale, Utah 84047

Dear Members of the Board:

Enclosed is the Corporation's ORDER AND BASIS FOR CORPORATION APPROVAL which grants your bank permission to purchase certain assets and assume certain liabilities of GMAC Bank, Horsham, PA. The approval expires six months from the date of the ORDER unless extended in writing by the Corporation prior to that expiration date. The proposal shall not be consummated until all necessary approvals have been received from all relevant regulators.

GMAC Automotive Bank's application for consent to exercise limited trust powers has also been approved. The specific trust powers approved are: Trustee, Transfer Agent, Paying Agent, Escrow Agent, Agent, Document Custodian, Indenture Trustee, and Corporate Trustee. The approval is conditioned on the Utah Department of Financial Institutions approving the bank's application for limited trust powers. Our approval will expire in six months from the date of this letter unless trust powers are exercised or, in the meantime, an extension of the time period is granted by the Corporation.

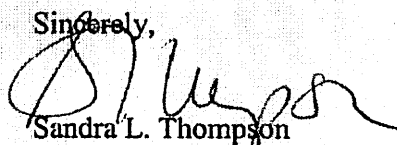
The bank's submission of prior notice of a change of business plan is acknowledged. The Corporation has no objection to GMAC Automotive Bank expanding its activities to include the business lines acquired from GMAC Bank, and to begin offering wholesale financing for new non-GM vehicles and all makes of used vehicles, and dealer loans – both secured and unsecured - to unaffiliated vehicle dealers.

GMAC Automotive Bank's applications on behalf of Michael Klein and Robert Scully for exemptions from the prohibitions of the Depository Institutions Management Interlocks Act have also been approved.

Each of the above mentioned applications was accepted as substantially complete on November 15, 2006.

Please notify this office and the New York Regional Office of the official date(s) when the purchase and assumption transaction is consummated and the bank begins exercising limited trust powers. Also, provide a copy of the Utah Department of Financial Institutions' approval of limited trust powers.

Sincerely,



Sandra L. Thompson  
Director

cc: Utah Department of Financial Institutions  
Office of Thrift Supervision (WO)

Joseph Vitale  
Schulte Roth & Zabel LLP  
919 New York Avenue  
New York, NY 10022

Joel D. Feinberg  
Sidley Austin LLP  
1501 K Street N.W.  
Washington DC, 20005

## FEDERAL DEPOSIT INSURANCE CORPORATION

RE: GMAC Automotive Bank  
Midvale, Utah

Application for Consent to Purchase Certain Assets and Assume Certain Liabilities

### ORDER AND BASIS FOR CORPORATION APPROVAL

Pursuant to Section 18(c) and other provisions of the Federal Deposit Insurance ("FDI") Act, GMAC Automotive Bank, Midvale, Salt Lake County, Utah, an insured state nonmember industrial bank with total resources of \$3.6 billion and total deposits of \$2.9 billion as of June 30, 2006, has filed an application for the Corporation's consent to purchase certain assets totaling approximately \$11.7 billion and assume certain liabilities totaling approximately \$10.7 billion of GMAC Bank, Horsham, Montgomery County, Pennsylvania. GMAC Bank is an insured Federal savings bank with total resources of \$12.7 billion and total deposits of \$6.4 billion as of June 30, 2006. After the transaction is consummated, GMAC Automotive Bank will be renamed GMAC Bank. The Federal savings bank charter of GMAC Bank will remain active, and the Federal savings bank will be renamed National Motors Bank, FSB. Notice of the proposed transaction, in a form approved by the Corporation, has been published pursuant to the FDI Act.

Essentially a corporate reorganization, the proposal would provide a means by which General Motors Acceptance Corporation, presently controlling two insured depository institutions with aggregate total deposits of \$9.3 billion, may consolidate some of its operations. The proponents have been under common control since 2004. The proposed transaction would not affect the structure of commercial banking or the concentration of banking resources within the relevant markets. Services to be offered in the relevant markets by the resultant bank would not differ materially from those presently offered by the proponents.

A review of available information, including the Community Reinvestment Act ("CRA") performance of the applicant, discloses no inconsistencies with the purposes of the CRA. The resultant institution is expected to continue to meet the credit needs of its entire community, consistent with the safe and sound operation of the institution.

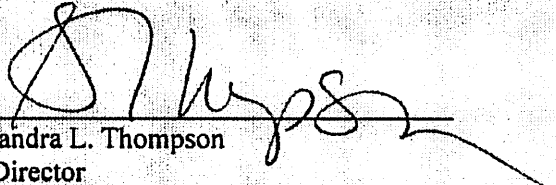
In connection with the application, the Corporation has also taken into consideration the financial and managerial resources and future prospects of the proponent institutions and the resultant bank, and the convenience and needs of the community to be served. The Corporation has also taken into consideration the effectiveness of the insured depository institutions involved in the proposed merger transaction in combating money laundering activities. Having found favorably on these statutory factors and having considered other relevant information, including any reports on the competitive factors furnished by the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Director of the Office of Thrift Supervision and the Attorney General of the United States, it is the Corporation's judgment that the application should be and

hereby is approved subject to the following conditions:

1. That the resultant bank shall maintain an adequate allowance for loan and lease losses; shall remain "well capitalized," as that term is defined under Section 325.103(b) of the FDIC Rules and Regulations (12 CFR § 325.103(b)) on an ongoing basis; and shall additionally maintain a ratio of Tier 1 capital to total assets of at least 8 percent through August 2, 2007;
2. That the resultant bank shall operate within the parameters of the business plan submitted as part of the merger application. During the three years of operation following consummation of the merger, resultant bank: (i) shall give the regional director of the FDIC at least sixty (60) days prior written notice of resultant bank's intent to significantly deviate or change from its business plan or operations and (ii) shall obtain the regional director's written determination of nonobjection before resultant bank engages in any significant deviation or change from its business plan or operations.
3. That the resultant bank shall comply with all other conditions (those not relating to capital and prior notice of a change in business plan) of the June 25, 2004, Order approving GMAC Automotive Bank's application for federal deposit insurance; and
4. That the transaction shall not be consummated later than six months after the date of this Order, unless such period is extended for good cause by Corporation. Until the proposed transaction becomes effective, the Corporation shall have the right to alter, suspend or withdraw its approval should any interim development be deemed to warrant such action.

Pursuant to delegated authority for the Board of Directors of the FDIC.

Dated at Washington, DC, this 15 day of November 2006.

By:   
Sandra L. Thompson  
Director  
Division of Supervision and Consumer Protection



**Federal Deposit Insurance Corporation**  
550 17th Street NW, Washington, D.C. 20429-9990

Division of Supervision and Consumer Protection

November 15, 2006

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6985 Union Park Center  
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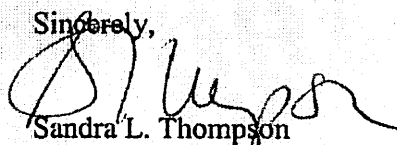
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Sincerely,



Sandra L. Thompson  
Director

cc: Utah Department of Financial Institutions  
Office of Thrift Supervision (WO)

Joseph Vitale  
Schulte Roth & Zabel LLP  
919 New York Avenue  
New York, NY 10022

Joel D. Feinberg  
Sidley Austin LLP  
1501 K Street N.W.  
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A review of available information, including the Community Reinvestment Act ("CRA") performance of the applicant, discloses no inconsistencies with the purposes of the CRA. The resultant institution is expected to continue to meet the credit needs of its entire community, consistent with the safe and sound operation of the institution.

In connection with the application, the Corporation has also taken into consideration the financial and managerial resources and future prospects of the proponent institutions and the resultant bank, and the convenience and needs of the community to be served. The Corporation has also taken into consideration the effectiveness of the insured depository institutions involved in the proposed merger transaction in combating money laundering activities. Having found favorably on these statutory factors and having considered other relevant information, including any reports on the competitive factors furnished by the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Director of the Office of Thrift Supervision and the Attorney General of the United States, it is the Corporation's judgment that the application should be and

hereby is approved subject to the following conditions:

1. That the resultant bank shall maintain an adequate allowance for loan and lease losses; shall remain "well capitalized," as that term is defined under Section 325.103(b) of the FDIC Rules and Regulations (12 CFR § 325.103(b)) on an ongoing basis; and shall additionally maintain a ratio of Tier 1 capital to total assets of at least 8 percent through August 2, 2007;
2. That the resultant bank shall operate within the parameters of the business plan submitted as part of the merger application. During the three years of operation following consummation of the merger, resultant bank: (i) shall give the regional director of the FDIC at least sixty (60) days prior written notice of resultant bank's intent to significantly deviate or change from its business plan or operations and (ii) shall obtain the regional director's written determination of nonobjection before resultant bank engages in any significant deviation or change from its business plan or operations.
3. That the resultant bank shall comply with all other conditions (those not relating to capital and prior notice of a change in business plan) of the June 25, 2004, Order approving GMAC Automotive Bank's application for federal deposit insurance; and
4. That the transaction shall not be consummated later than six months after the date of this Order, unless such period is extended for good cause by Corporation. Until the proposed transaction becomes effective, the Corporation shall have the right to alter, suspend or withdraw its approval should any interim development be deemed to warrant such action.

Pursuant to delegated authority for the Board of Directors of the FDIC.

Dated at Washington, DC, this 15 day of November 2006.

By: 

Sandra L. Thompson

Director

Division of Supervision and Consumer Protection



## **CAPITAL MAINTENANCE AGREEMENT**

THIS CAPITAL MAINTENANCE AGREEMENT (the "Agreement"), dated as of November 15, 2006, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION** (the "FDIC"), **GMAC LLC** (the "Indirect Parent Company"), a Delaware limited liability company, **IB FINANCE HOLDING COMPANY, LLC**, a Delaware limited liability company (the "Direct Parent Company") and **GMAC BANK** (formerly, GMAC Automotive Bank), an Industrial Bank chartered by the State of Utah and located in Midvale, Utah (the "ILC"):

### **WITNESSETH:**

**WHEREAS**, in 2004 the FDIC granted the ILC's Application for Federal Deposit Insurance with certain conditions, including, but not limited to, maintaining capital at a level qualifying the ILC as "well capitalized" under section 325.103(b) of the FDIC Rules and Regulations, 12 C.F.R. § 325.103(b), and a ratio of Tier 1 capital to total assets of at least 8% for three years from the effective date of the Federal Deposit Insurance (the "Conditions");

**WHEREAS**, the ILC opened for business and the Federal Deposit Insurance of the ILC became effective on August 2, 2004;

**WHEREAS**, the Conditions imposed by the FDIC in connection with its order granting deposit insurance will expire on August 2, 2007;

**WHEREAS**, the FDIC is generally charged by section 7(j) of the Federal Deposit Insurance Act (12 U.S.C. § 1817(j)) ("Section 7(j)") with the responsibility for acting upon all notices of change in bank control with respect to insured industrial loan companies or industrial banks;

**WHEREAS**, the Direct Parent Company and the Indirect Parent Company (collectively, the "Parent Companies"), directly or indirectly, control the ILC;

**WHEREAS**, FIM Holdings LLC, a Delaware limited liability company ("Investor LLC"), proposes to acquire fifty-one percent (51%) of the issued and outstanding common stock of the Indirect Parent Company;

**WHEREAS**, Investor LLC submitted an Interagency Notice of Change in Control (the "Notice") to the FDIC in accordance with Section 7(j) on May 31, 2006 and the Notice was deemed substantially complete on November 15, 2006;

**WHEREAS**, the FDIC is required to consider, among other things, the information required by Section 7(j) and will generally not disapprove a notice of change in bank control unless it finds that one of the factors listed in paragraph seven of Section 7(j) (12 U.S.C. § 1817(j)(7)) exists;

**WHEREAS**, the FDIC considers, among other factors, whether the financial condition of any acquiring person is such as might jeopardize the financial stability of the bank, and whether the proposed acquisition would result in an adverse effect on the Deposit Insurance Fund as part of the Section 7(j) review process;

**WHEREAS**, the Parent Companies desire that the FDIC approve the proposed acquisition and have expressed their willingness to submit to such conditions as the FDIC may deem necessary to make a favorable finding on the Notice; and

**WHEREAS**, the FDIC may not make a favorable finding on the Notice if the Parent Companies do not enter into this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Approval by FDIC. Upon issuance by the FDIC of a letter of intent not to disapprove the Notice, this Agreement shall become fully effective and binding upon the parties hereto.
2. Capital. On August 2, 2007, and at all times thereafter, the Parent Companies and the ILC will maintain sufficient capital in the ILC such that the ILC's capital meets or exceeds the levels required for the ILC to be considered "well capitalized" under section 325.103(b) of the FDIC Rules and Regulations (12 CFR § 325.103(b)) (the "Minimum Capital Requirements").

If at any time the capital of the ILC falls below the Minimum Capital Requirements, the Parent Companies shall immediately contribute sufficient additional capital to ensure that the Minimum Capital Requirements of the ILC are met. All capital contributions to the ILC by the Parent Companies will be in the form of cash, or if appropriate, other assets acceptable to the FDIC; these capital contributions will be credited to the surplus account of the ILC.

3. Authority of the Parties. The respective boards of directors or the boards of managers, as the case may be, of the Parent Companies and the ILC have each approved a resolution (the "Resolution") authorizing their entry into this Agreement. A certified copy of the Resolution for each party is attached hereto as Exhibit A and incorporated herein by reference.

4. Miscellaneous.

A. Enforceability As A Written Agreement. In addition to any other remedies provided by law, this Agreement is binding and enforceable by the FDIC as a written agreement pursuant to section 8 of the Federal Deposit Insurance Act (12 U.S.C. § 1818) against the other parties, their successors and assigns.

B. Capital Maintenance Commitment. The obligations of the Parent Companies and the ILC contained in this Agreement are commitments to maintain the capital of the ILC and, if a petition of bankruptcy is filed by or against either Parent Company, such Parent Company will use best efforts to cause the obligations of such Parent Company contained in this Agreement to be paid as an administrative expense of the debtor pursuant to section 507(a)(1) of the Bankruptcy Code (11 U.S.C. § 507(a)(1)).

C. Conservatorship or Receivership of the ILC. In the event of the appointment of a conservator or receiver for the ILC, the obligations of the ILC and the Parent Companies hereunder with respect to the Agreement shall survive said appointment and be enforceable by FDIC.

D. Governing Laws. This Agreement and the rights and obligations hereunder shall be governed by, and shall be

construed in accordance with the Federal law of the United States and, in the absence of controlling Federal law, in accordance with the laws of the State of Utah.

- E. No Waiver. No failure to exercise, and no delay in the exercise of, any right or remedy on the part of any of the parties hereto shall operate as a waiver or termination thereof, nor shall any exercise or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or any other right or remedy.
- F. Severability. In the event any one or more of the provisions contained herein should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- G. No Oral Changes. This Agreement may not be modified, amended, discharged, or terminated, released, renewed or extended in any manner except by a writing signed by all of the parties.
- H. Addresses for and Receipt of Notice. Any notice hereunder shall be in writing and shall be delivered by hand or sent by United States express mail or commercial express mail, postage prepaid, and addressed as follows:

If to the Indirect Parent Company:

GMAC LLC  
Attn: Chief Executive Officer  
200 Renaissance Center  
Detroit, MI 48265

If to the Direct Parent Company:

IB Finance Holding Company, LLC  
Attn: Chief Executive Officer  
200 Renaissance Center  
Detroit, MI 48265

If to the ILC:

GMAC Bank  
Attn: President  
6985 Union Park Center, Suite 435  
Midvale, UT 84047

If to FDIC:

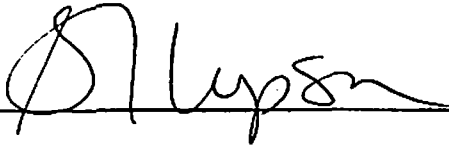
Regional Director  
Federal Deposit Insurance Corporation  
20 Exchange Place, Fourth Floor  
New York, NY 10005

- I. **No Assignment.** This agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the FDIC.
- J. **Joint and Several Liability.** The obligations, liabilities, agreements and commitments of the parties contained herein are joint and several, and the FDIC may pursue any right or remedy that it may have against one or more of the other parties without releasing or discharging any other party.
- K. **Complete Agreement.** This Agreement is the complete and exclusive statement of the agreement among the parties, and supersedes all prior written or oral communications, representations, understandings, and agreements relating to the subject matter of this Agreement.

[CONTINUED ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: 

Title: \_\_\_\_\_

**GMAC LLC**

By: 

Title: EVP and Chief Financial Officer

**IB FINANCE HOLDING COMPANY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

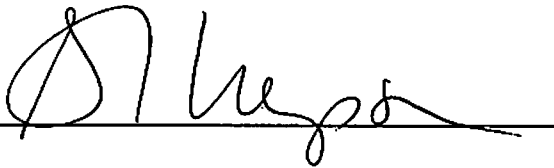
**GMAC BANK**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: 

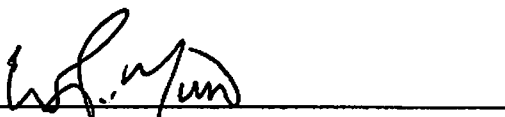
Title: \_\_\_\_\_

**GMAC LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**IB FINANCE HOLDING COMPANY, LLC**

By: 

Title: President

**GMAC BANK**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: 

Title: \_\_\_\_\_

**GMAC LLC**

By: \_\_\_\_\_

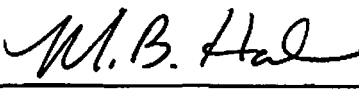
Title: \_\_\_\_\_

**IB FINANCE HOLDING COMPANY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GMAC BANK**

By: 

Title: \_\_\_\_\_



## TWO-YEAR DISPOSITION AGREEMENT

**WHEREAS, CERBERUS FIM, LLC**, a Delaware limited liability company, (“CF”) is the sole managing member of **CERBERUS FIM INVESTORS, LLC**, a Delaware limited liability company, (“CF Investors”), which in turn is the sole managing member of **FIM HOLDINGS LLC**, a Delaware limited liability company, (“FIM”); and

**WHEREAS**, the Federal Deposit Insurance Act, 12 U.S.C. § 1811 et seq. (the “FDI Act”) established the Federal Deposit Insurance Corporation (the “FDIC”) to, among other things, insure the deposits of all banks and savings associations; and

**WHEREAS**, the FDIC is generally charged by section 7(j) of the FDI Act, 12 U.S.C. § 1817(j) (“Section 7(j)”) with the responsibility for acting upon all notices of change in bank control with respect to insured state nonmember banks, including insured industrial banks; and

**WHEREAS**, on May 31, 2006 CF, CF Investors, and FIM (collectively, the “Acquirors”), along with the other notificants,<sup>1</sup> filed with the FDIC, an Interagency Notice of Change in Control (as later amended and updated, the “Notice”) regarding the proposed acquisition of control of GMAC Automotive Bank, Midvale, Utah, an industrial bank (to be known as GMAC Bank, and herein referred to as the “Bank”); and

**WHEREAS**, the Acquirors request that prior to the expiration of the six-month moratorium imposed by the FDIC on July 28, 2006 (*See* 71 Fed. Reg. 43482 (August 1, 2006)), the FDIC issue a letter of intent not to disapprove the acquisition described in the Notice (the “Non-Disapproval”);

**WHEREAS**, the Acquirors have offered certain commitments to the FDIC in order to induce the FDIC to issue the Non-Disapproval; and

**WHEREAS**, the FDIC may not issue the Non-Disapproval if the Acquirors do not enter into this Agreement and make the commitments described herein;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Acquirors and the FDIC agree as follows:

1. If the FDIC issues the Non-Disapproval and if the Acquirors consummate the proposed acquisition, the Acquirors will complete one of the following actions no later than November 30, 2008:

- (A) become registered with the appropriate federal banking agency as depository institution holding companies pursuant to the Bank Holding

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<sup>1</sup> The other notificants are Mr. Stephen A. Feinberg, Citigroup Inc., Aozora Bank Limited, and by later amendment to the Notice, The PNC Financial Services Group, Inc.

Company Act, 12 U.S.C. §§ 1841 -- 1850, or the Home Owners' Loan Act, 12 U.S.C. §§ 1461 -- 1470;

- (B) divest control (as that term is used in Section 7(j) and in the presumption of control in 12 C.F.R. § 303.82(b)(2)) of the Bank to one or more persons or entities other than prohibited transferees; for purposes of the preceding clause, prohibited transferees include the Acquirors, Stephen A. Feinberg, Citicorp Inc., Aozora Bank Limited and The PNC Financial Services Group, Inc. (collectively, the "Notificants") and each company that controls, is controlled by, or is under common control with, one or more of the Notificants, provided that notwithstanding the foregoing, any Notificant or company that is or upon such transfer will become a registered depository institution holding company is not a prohibited transferee;
- (C) cause the Bank's status as an FDIC-insured depository institution to be terminated pursuant to section 8 of the FDI Act, 12 U.S.C. § 1818; or
- (D) obtain from the FDIC a waiver of the requirements of this sentence on the ground that applicable law and FDIC policy permit similarly situated companies to acquire control of FDIC-insured industrial banks, provided any such request for waiver is in writing and is based upon the applicable law and FDIC policy in effect on the date the waiver request is filed with the FDIC; notwithstanding the foregoing, no waiver request may be filed prior to January 31, 2008 unless, prior to that date, Congress enacts new legislation permitting, or the FDIC by new regulation or order authorizes, similarly situated companies to acquire control of FDIC-insured industrial banks after January 31, 2007.

2. Filing Deadline. Any application, request, or notice desirable or necessary to effect any of the above actions must be received, in substantially complete form, by the appropriate federal banking agency no later than May 30, 2008.

3. Prohibition on Transfer. If the FDIC issues the Non-Disapproval, and if the Acquirors consummate the proposed acquisition of the Bank, no Acquiror may sell, assign, transfer, pledge, or dispose of any, direct or indirect, interest in the Bank without the prior written agreement of the FDIC.

4. Authority of the Parties. The board of directors, the board of managers, or the managing member(s), as the case may be, of each Acquiror has (have) adopted a resolution (the "Resolution") authorizing its entry into this Agreement. A certified copy of the Resolution for each Acquiror is attached hereto as Exhibit A and incorporated herein by reference.

5. Miscellaneous.

- A. Enforceability As A Written Agreement. In addition to any other remedies provided by law, this Agreement is enforceable by the FDIC as a written agreement pursuant to section 8 of the FDI Act, 12 U.S.C. § 1818, against the Acquirors, their successors and assigns.
- B. Definitions. Except for the term “control” which is defined as indicated in paragraph 1.B. above, terms used herein that are not otherwise defined herein have the meanings given them in section 3 of the FDI Act, 12 U.S.C. § 1813.
- C. Governing Laws. This Agreement and the rights and obligations hereunder shall be governed by, and shall be construed in accordance with the Federal law of the United States and, in the absence of controlling Federal law, in accordance with the laws of the State of Utah.
- D. No Waiver. No failure to exercise, and no delay in the exercise of, any right or remedy on the part of any of the parties hereto shall operate as a waiver or termination thereof, nor shall any exercise or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or any other right or remedy.
- E. No Oral Changes. This Agreement may not be modified, amended, discharged, terminated, released, renewed or extended in any manner except by a writing signed by all of the parties.
- F. Addresses for Receipt of Notice. Any request or notice hereunder shall be in writing and shall be delivered by hand, or sent by United States express mail or commercial express mail, postage prepaid, and addressed as follows:

If to **CERBERUS FIM, LLC:**

CERBERUS FIM, LLC  
Attn: Mark A. Neporent  
c/o Cerberus Capital Management, L.P.  
299 Park Avenue, 22d Floor  
New York, New York 10171

If to **CERBERUS FIM INVESTORS, LLC:**

CERBERUS FIM INVESTORS, LLC  
Attn: Mark A. Neporent  
c/o Cerberus Capital Management, L.P.  
299 Park Avenue, 22d Floor  
New York, New York 10171

If to **FIM HOLDINGS LLC**:

FIM HOLDINGS LLC  
Attn: Mark A. Neporent  
c/o Cerberus Capital Management, L.P.  
299 Park Avenue, 22d Floor  
New York, New York 10171

If to the **FDIC**:


Regional Director  
Federal Deposit Insurance Corporation  
20 Exchange Place, Fourth Floor  
New York, NY 10005

- G. No Assignment. This agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the FDIC.
- H. Joint and Several Liability. The obligations, liabilities, agreements and commitments of the Acquirors contained herein are joint and several, and the FDIC may pursue any of the rights or remedies that it may have against one or more of the other Acquirors without releasing or discharging any other Acquiror.
- I. No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Acquirors and the FDIC alone and is not intended to benefit any third-parties.
- J. Complete Agreement. This Agreement is the complete and exclusive statement of the agreement among the parties, and supersedes all prior

[CONTINUED ON THE NEXT PAGE]

written or oral communications, representations, understandings, and agreements relating to the subject matter of this Agreement.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: 

Date: 11/16/06

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CERBERUS FIM, LLC**

By: 

Date: 11/15/06

Name: Mark A. Neporent

Title: Managing Director

**CERBERUS FIM INVESTORS, LLC**

By: 

Date: 11/15/06

Name: Mark A. Neporent

Title: Managing Director

**FIM HOLDINGS LLC**

By: 

Date: 11/15/06

Name: Mark A. Neporent

Title: Managing Director