

## **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:

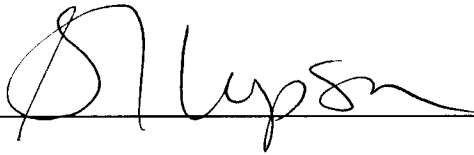
Regional Director  
Federal Deposit Insurance Corporation  
20 Exchange Place, Fourth Floor  
New York, NY 10005

- 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: \_\_\_\_\_

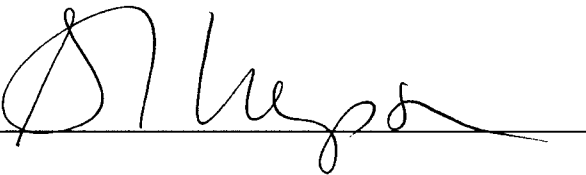
**GMAC BANK**

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

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

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**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: 

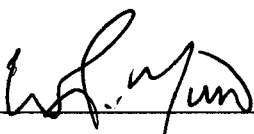
Title: \_\_\_\_\_

**GMAC LLC**

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

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

**IB FINANCE HOLDING COMPANY, LLC**

By: 

Title: President

**GMAC BANK**

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

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

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: \_\_\_\_\_

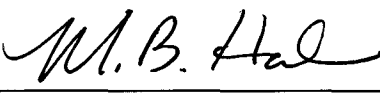
Title: \_\_\_\_\_

**IB FINANCE HOLDING COMPANY, LLC**

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

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

**GMAC BANK**

By: 

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