

LOAN SALE AGREEMENT

BY AND BETWEEN

**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR HOME NATIONAL BANK, BLACKWELL,
OKLAHOMA**

AND

ENTERPRISE BANK & TRUST, ST. LOUIS, MISSOURI

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LOAN SALE AGREEMENT

LOAN POOL NUMBER(S): Pool "A"

THIS AGREEMENT, entered into as of the 9th day of July, 2010, by and between the Federal Deposit Insurance Corporation (the "FDIC"), as Receiver of Home National Bank, Blackwell, Oklahoma ("Seller"), and Enterprise Bank & Trust, St. Louis, Missouri ("Buyer"), sets forth the terms and conditions whereby Seller agrees to sell and Buyer agrees to purchase all those Loans set forth in the attached Schedule of Loans for the consideration herein stated.

NOW THEREFORE, Seller and Buyer agree and represent as follows:

Article I Definitions

For purposes of this Agreement the following terms shall have the meanings indicated:

"Accounting Records" means the general ledger and supporting subsidiary ledgers and schedules.

"Advances" means the sum of all unreimbursed amounts advanced by or on behalf of the Failed Bank, Seller or Buyer for the benefit of a Borrower or a third-party advanced to meet required scheduled payments, or to protect the Noteholder's lien position or the Collateral, including payment of ad valorem taxes and hazard and forced placed insurance as permitted by the terms of any Loan sold hereunder. Advances do not include Disbursements of Principal or Corporate Advances.

"Affidavit and Assignment of Claim" means an Affidavit and Assignment of Claim in the form of Attachment "F" to this Agreement.

"Agreement" means this Loan Sale Agreement and the Attachments hereto.

"Assignment and Assumption of Interests and Obligations" means an Assignment and Assumption of Interests and Obligations in the form of Attachment "D" to this Agreement.

"Assignment and Lost Instrument Affidavit" means an Assignment and Lost Instrument Affidavit in the form of Attachment "E" to this Agreement.

"Attachment" means any of the attachments to this Agreement.

"Bank Closing Date" means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

"Bid" means the offer to purchase one or more Loan Pool(s) that was submitted by Buyer and accepted by Seller.

"Bid Award Date" means the date the Bid Confirmation Letter is sent to Buyer by Seller.

"Bid Confirmation Letter" means the letter sent to Buyer by Seller confirming acceptance of a Bid submitted by Buyer.

"Bid Instructions" means the document under such title provided to bidders and potential bidders.

"Bid Percentage" means Buyer's offer, expressed as a percentage of Book Value, to purchase a Loan Pool.

"Bill of Sale" means a Bill of Sale in the form of Attachment "C" to this Agreement.

"Book Value" means a Loan's unpaid principal balance as stated on the Accounting Records of the Failed Bank as of Bank Closing Date and adjusted by (i) subtracting payments of principal received by Seller or its predecessor on or before the Calculation Date (including any adjustments made as a result of a foreclosure sale on or before the Calculation Date as to which the Redemption Period, if any, expired on or before the Calculation Date), (ii) adding Disbursements of Principal made by Seller or its predecessor on or before the Calculation Date, and (iii) adding back any principal previously charged or written off by the Failed Bank subsequent to the date of the Information Package. Book Value for pre-computed interest Loans shall include, in addition, the amount of outstanding earned and unearned interest for such Loans. The Book Value shall not include any general or specific reserves on the Accounting Records of the Failed Bank.

"Borrower" means any obligor, guarantor or surety of any Loan or any other party liable for the performance of obligations associated with any Loan.

"Business Day" means any day other than a Saturday, Sunday or federal legal holiday.

"Calculation Date" means Bank Closing Date, which date shall be used to calculate the Purchase Price. For each Loan in Loan Pools serviced by others, "Calculation Date" means the date of the most recent remittance report prior to the Loan Sale Closing Date.

"Chartering Authority" means (i) with respect to a national bank, the Office of the Comptroller of the Currency, (ii) with respect to a federal savings association or savings bank, the Office of Thrift Supervision, (iii) with respect to a bank or savings institution chartered by a state, the agency of such state charged with primary responsibility for regulating and/or closing banks or savings institutions, as the case may be, (iv) the Corporation in accordance with 12

U.S.C. Section 1821(c), with regard to self appointment, or (v) the appropriate federal banking agency in accordance with 12 U.S.C. 1821(c)(9).

"Closing" means the simultaneous delivery by Seller and Buyer of documents and funds and the performance of the other acts herein provided to be performed on the Loan Sale Closing Date in order to effect the consummation of the Loan Sale.

"Collateral" means any and all collateral securing a Loan, including without limitation, any accounts receivable, inventory, property of any kind, whether real or personal (including but not limited to equipment and other physical assets), and any contract and other rights and interests of a Borrower pledged pursuant to or otherwise subject to any Collateral Document.

"Collateral Document" means each deed of trust, mortgage, assignment of production, security agreement, assignment of security interest, personal guaranty, corporate guaranty, letter of credit, pledge agreement, collateral agreement, loan agreement or other agreement or document, whether an original or copy or whether similar to or different from those enumerated, securing in any manner the performance or payment by any Borrower of its obligations or the obligations of any other Borrower under any Note evidencing a Loan.

"Confidentiality Agreement" means the confidentiality agreement executed or assented to by Buyer in anticipation of gaining access to the documents related to the sale of the Loans.

"Contract for Deed" means an executory contract with a third party to convey real property.

"Corporate Advances" means the payment of appraisal fees, broker opinion fees, attorney fees and associated legal fees, foreclosure fees, trustee fees, property inspection fees, property preservation and operating cost fees, tax penalties, title policies, lien search fees or any other cost that can be directly associated with the collection and servicing of a Note.

"Corporation" means the Federal Deposit Insurance Corporation in its corporate capacity.

"Deconversion Date" means the date Loan servicing records are transferred to the Buyer's system of record, which date shall be a Business Day not later than ninety (90) calendar days after the Loan Sale Closing Date.

"Deficiency Balance" means the remaining unpaid principal balance of any Note purchased hereunder after crediting to it the proceeds of a foreclosure sale which occurred on or before the Calculation Date, and for which the Redemption Period, if any, expired on or before the Calculation Date.

"Disbursement of Principal" means incremental funding of loan proceeds under a Note, such as in the case of a revolving credit loan or a construction loan.

"Failed Bank" means Home National Bank, Blackwell, Oklahoma.

"Foreign Loan" means a Loan regarding which the Borrower or any of the Collateral concerning the Loan is located in a country other than the United States.

"Foreign Jurisdiction" means any country, other than the United States, and any subdivision or other jurisdiction of or in such other country in which a Borrower or any Collateral is located.

"Information Package" means the compilation of financial and other data with respect to the Failed Bank entitled "Information Package" dated as of May 20, 2010, and any amendments or supplements thereto provided to the Buyer by the Corporation.

"Internal Revenue Code" means the Internal Revenue Code of 1986 of the United States, as it may be amended from time to time.

"Limited Power of Attorney" means the Limited Power of Attorney in the form of Attachment "G" to this Agreement.

"Loan(s)" means and includes: (a) any obligation evidenced by a Note or other evidence of indebtedness; (b) all rights, powers, liens or security interests of Seller in or under the Collateral Document(s); (c) any judgment founded upon a note to the extent attributable thereto and any lien arising therefrom; (d) any Contract for Deed and the real property which is subject to such Contract for Deed; (e) any lease and the related leased property; (f) all right, title and interest in and to any Deficiency Balance; and (g) any other asset of whatever kind or type, all as identified on the attached Schedule of Loans, including without limitation, all rights arising therefrom or appurtenant thereto. Loan(s) include Other Real Estate.

"Loan File" means (i) all Failed Bank documents pertaining to any Loan, either copies or originals, that are in the possession of Seller excluding the Note, renewals of the Note and Collateral Documents and (ii) any files with respect to a Loan established and maintained by Seller's employee(s) or contractor(s) responsible for the management of that Loan following the closing of the Failed Bank, excluding Seller's internal memoranda and confidential communications between Seller and its legal counsel. The Loan File does not include other files maintained by other employees or agents of Seller, such as Seller's legal counsel.

"Loan Pool(s)" means one (or more) of the groups of Loans identified in the Schedule of Loans set forth in Attachment "A" to this Agreement.

"Loan Pool Combination" means a group of Loan Pools for which Buyer submitted a Bid linking the purchase of the Loan Pools to one another.

"Loan Sale" means the sale of Loans of the Failed Bank by Seller.

"Loan Sale Closing Date" means no later than 2:00PM CDT on a date that is no later than July 14, 2010.

"Mortgaged Property" means the land, fixtures and improvements, if any, securing any Loan sold to Buyer under the terms and conditions of this Agreement. Mortgaged Property does not include property repossessed or foreclosed on or before the Calculation Date as to which the Redemption Period, if any, expired on or before the Calculation Date.

"Non-Foreign Loan" means any Loan which is not a Foreign Loan.

"Non-Performing Loan(s)" means any Loan other than a Performing Loan.

"Note" means each agreement, document and instrument evidencing a Loan, including without limitation, each promissory note, loan agreement, shared credit or participation agreement, inter-creditor agreement, letter of credit, reimbursement agreement, draft, bankers' acceptance, transmission system confirmation of transaction or other evidence of indebtedness of any kind evidencing each Loan (including loan histories, affidavits, general collection information, correspondence and comments pertaining to such obligation).

"Noteholder" means the holder of a Note.

Section 1.01 **"Obligations"** means all obligations and commitments of Seller relating to a Loan and arising under and in accordance with the relevant Note(s) or Collateral Documents relating thereto, including without limitation the commitment to make advances of funds to or for the benefit of a Borrower.

"Other Real Estate" means all interests in real estate (other than Bank Premises and Fixtures) as identified on the Schedule of Loans set forth in Attachment "A" hereto, including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Bank.

"Participated Loan" means any Loan subject to a shared credit, participation or similar inter-creditor agreement under which the Failed Bank was lead or agent financial depository institution or otherwise managed the credit or sold participations, or under which the Failed Bank was a participating financial depository institution or purchased participations in a credit managed by another.

"Performing Loan" means any Loan for which the last payment of principal, interest and any escrow amounts that is required to be paid by the terms of the Note or Collateral Documents is less than sixty days past due (for matured loans, less than thirty days past due) as of the Calculation Date as shown on the Schedule of Loans attached hereto as Attachment "A," regardless of whether such Loan is in a Loan Pool consisting primarily of Performing Loans or consisting primarily of Non-Performing Loans.

"Property" means the real or personal property securing any Loan contained in a Loan Pool.

"Purchase Price" means, an amount equal to the sum of (i) the Book Value of all Loans multiplied by the Bid Percentage of eighty-seven and one-half percent (87.5%), plus (ii) Disbursements of Principal made by Seller that are not included in the Book Value, plus (iii) any Advances made by the Failed Bank or Seller, plus (iv) interest calculated on the Book Value and at the rate payable for each Performing Loan (except those with pre-computed interest) from the interest "paid-to date" to, but not including, the Loan Sale Closing Date. No amount with respect to unpaid interest shall be due for Non-Performing Loans.

"Purchaser Eligibility Certification" means the document under such title provided to bidders and potential bidders as part of the Information Package and executed by Buyer in connection with the Loan Sale.

"Redemption Period" means the applicable state statutory time period, if any, during which a foreclosed owner may buy back foreclosed real property from the foreclosure sale purchaser. Not all states provide for a Redemption Period. The length of a Redemption Period may vary among the states which do provide for a Redemption Period. The law of the state in which the real property is located is the applicable law in determining whether there is a Redemption Period and if so, how long it is.

"Related Party" means any party related to the Borrower in the manner delineated in 26 U.S.C.A 267(b) and the regulations promulgated thereunder, as such law and regulations may be amended from time to time.

"Schedule of Loans" means the list of all Loans that are the subject of this transaction appended to this Agreement as Attachment "A."

"Settlement Date" means a date determined by Seller upon which final adjustments will be made to the Purchase Price pursuant to Section 2.4 hereof. Any Settlement Date determined by Seller shall be a Business Day not later than one hundred eighty (180) calendar days after the Loan Sale Closing Date.

"Shared-Loss Agreements" means the Single Family Shared-Loss Agreement and the Commercial Shared-Loss Agreement attached hereto as Attachment "H."

"Tax Certificate" means a certificate signed by the chief financial officer, chief accounting officer or other executive officer with knowledge of tax matters, or the general counsel, of Buyer certifying that under the applicable laws of each relevant Foreign Jurisdiction and jurisdiction in which Buyer, its lending or other relevant office or agents may be located, (i) no Taxes are payable by Seller or Buyer, or if any such Taxes are payable, certifying the type and amount of such taxes, the party responsible for the payment thereof, the relevant taxing authority to which payment of such Taxes must be made and the timing for such payment as

required by applicable law, and (ii) no Tax forms or other information reports are required of the Seller, or if any such forms or reports are required, certifying the type of form, the relevant taxing authority and the deadline for such form or other report.

"Taxes" means any taxes, assessments, levies, imposts, duties, deductions, fees, withholdings or other charges of whatever nature, including interest and penalties thereon, required to be paid to any taxing authority of or in any Foreign Jurisdiction or any jurisdiction in which Buyer, its lending or other relevant office or agents may be located under the applicable laws of such Foreign Jurisdiction or other jurisdiction with respect to the sale and transfer of the Loans, the Collateral Documents or the rights in the Collateral or the assignment and assumption of Obligations thereunder, including without limitation any withholding taxes payable by virtue of the sale of the Loans at a discount from Book Value and any value-added taxes.

"Transfer Documents" means the endorsements and allonges to Notes, Assignment and Lost Instrument Affidavits (if applicable), assignments, deeds and other documents of assignment, conveyance or transfer required under the laws of any jurisdiction within the United States to evidence the transfer to Buyer of the Loans, the Collateral Documents and Seller's rights with respect to the Loans and the Collateral. Transfer Documents do not include this Agreement, the Bill of Sale, and the Assignment and Assumption of Interests and Obligations.

"Uniform Commercial Code" means the uniform law governing commercial transactions as adopted by the State of New York.

Article II

Purchase and Sale of Loans

2.1. Terms and Conditions of Sale. Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, all the right, title and interest of Seller, subject to the provisions of Section 3.3, as of the Bank Closing Date, in and to each Loan in the Loan Pool(s) on a servicing-released basis, and all rights in the Property pursuant to the Collateral Documents. Seller agrees to assign and Buyer agrees to assume all of the Obligations of the Failed Bank or Seller under and with respect to all the Notes and Collateral Documents. Such sale, assignment, transfer and conveyance by Seller and the purchase, acceptance and assumption by Buyer shall occur at and as of the Bank Closing Date, and shall be on the terms and subject to the conditions set forth in this Agreement, including without limitation, the payment by Buyer of the Purchase Price. Seller and Buyer agree that after the Bank Closing Date, the Loans sold and purchased hereunder shall be subject to the terms of the Shared-Loss Agreements attached hereto as Attachment "H."

2.2. Closing and Payment of Purchase Price. The Closing shall occur on the Loan Sale Closing Date, and, at Seller's option, be either by mail or conducted in person at a place designated by Seller. Buyer shall pay to Seller at the Closing, by wire transfer of immediately available funds the amount of the Purchase Price. Wire transfers shall be made to Seller's account

in accordance with such instructions as Seller shall notify to Buyer in writing on or prior to the Loan Sale Closing Date.

2.3. Allocation of Payments Made on Loans. All payments received by Seller on account of any of the Loans on or before the Calculation Date shall belong to Seller. All payments received by Seller on account of the Loans after the Calculation Date shall belong to Buyer. In the event that a check Seller has received with respect to a Loan on or before the Calculation Date is dishonored before or after the Calculation Date, an adjustment to the Purchase Price in Seller's favor in the amount of the dishonored check shall be made within ten (10) days of notification by Seller to Buyer that a check has been dishonored. In the event Seller deposits a check received after the Calculation Date and issues a check or other payment therefor to Buyer, Buyer shall bear the risk that any such check will be dishonored and Buyer shall reimburse Seller within ten (10) Business Days after receipt of notice by Seller to Buyer that such check was dishonored.

2.4. Adjustments to Purchase Price; Offsets Against Deposits.

(a) On or before the Settlement Date, Seller shall provide Buyer with a statement(s) setting forth adjustments to the Purchase Price that Buyer or Seller discovers reflecting (1) any changes in the Book Value (i) because of miscalculations, misapplied payments, unapplied payments, unrecorded Disbursements of Principal disbursed on or before the Calculation Date, or other accounting errors; or (ii) resulting from a final court decree, unappealable regulatory enforcement order or other similar action of a legal or regulatory nature effective on or before the Calculation Date; and (2) any unreimbursed Advances or Disbursements of Principal disbursed after the Calculation Date that were not previously included in the Purchase Price. No adjustment to Purchase Price will be made for any changes resulting from any calculation or adjustment of interest on any Loan as provided in Section 6.4 hereof. Any monies due Buyer or Seller as a result of any adjustments made pursuant to Section 2.4(a)(1) hereof will be calculated by multiplying the resulting net change in Book Value by the Bid Percentage. Any monies due Seller as a result of any adjustments made pursuant to Section 2.4(a)(2) will be equal to 100% of the aggregate amount of payments not previously included in the Purchase Price. The total aggregate amount owed to Seller shall be subtracted from the total aggregate amount owed to Buyer. If the resulting amount is a positive number, Seller shall pay such amount to Buyer, and if the resulting amount is a negative number, Buyer shall pay such amount to Seller as if such number were a positive number. Any monies due Buyer or Seller will be paid no later than ten (10) Business Days after the Settlement Date. Buyer shall adjust its servicing records to reflect any changes to the unpaid principal balance of any Loan made pursuant to this Section 2.4(a).

(b) With respect to any Loan, Seller reserves the right to permit or require offsets against deposit accounts of the Failed Bank. If allowed by Seller, such offsets will be retroactive to the date such Failed Bank closed. At such time as an offset is effected, Seller will give notice of such to Buyer and pay Buyer the amount of the offset on a dollar-for-dollar basis and Buyer

shall credit such amount to the Loan according to the terms and conditions of the applicable Note(s) as of the Bank Closing Date.

2.5. Rebates and Refunds. Buyer is not entitled to any rebates or refunds from Seller from any pre-computed interest Loan regardless of when the Note matures. Further, on pre-computed interest Loans, Seller will not refund any unearned discount amounts to Buyer.

2.6. Interest Conveyed. Seller shall convey all of its right, title and interest in and to each Loan. In the event a foreclosure occurs after the Calculation Date, or occurred on or before the Calculation Date, but the Redemption Period had not expired on or before the Calculation Date, Seller shall convey to Buyer the Deficiency Balance, if any, together with the net proceeds, if any, of such foreclosure sale. If Seller was the purchaser at such foreclosure sale, Seller shall convey to Buyer the Deficiency Balance, if any, together with a quitclaim deed to the property purchased at such foreclosure sale. Buyer acknowledges and agrees that Buyer shall not acquire any interest in or to any performance or completion bond filed with any governmental entity for the purpose of ensuring that improvements constructed or to be constructed on such property are completed in accordance with any governmental regulation(s) or building requirement(s) applicable to the proposed or completed improvement.

2.7. Retained Claims and Release. Buyer and Seller agree that the sale of the Loans pursuant to this Agreement will exclude the transfer to Buyer of all right, title and interest of Seller in and to any and all claims of any nature whatsoever that might now exist or hereafter arise, whether known or unknown, that Seller has or might have (a) against officers, directors, employees, insiders, accountants, attorneys, other persons employed by Seller or the Failed Bank and any of its predecessors, underwriters or any other similar persons who have caused a loss to Seller or the Failed Bank and any of its predecessors in connection with the initiation, origination or administration of a Loan, (b) against any appraisers, accountants, auditors, attorneys, investment bankers or brokers, loan brokers, deposit brokers, securities dealers or other professional individuals or entities who performed services for the Seller or the Failed Bank or any of its predecessors, relative to a Loan, (c) against any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of a Loan or (d) against any appraiser or other party from whom Seller or any servicing agent contracted for services or title insurance in connection with the making, insuring or servicing of a Loan.

2.8. Taxes. Notwithstanding that Taxes may, under applicable law, be assessed against and payable by Seller, Buyer hereby agrees to accept responsibility for and to pay, on its own behalf or on behalf of Seller, as the case may be, any and all Taxes, and Seller shall have no obligation to reimburse Buyer therefor. Payment of Taxes shall not affect the Purchase Price. Within thirty days after the Loan Sale Closing Date, Buyer shall deliver to Seller a Tax Certificate in accordance with Section 3.1 hereof. In the event that the Tax Certificate shall prove to have been incorrect or for any other reason Buyer becomes aware of Taxes due, Buyer shall promptly notify Seller and shall pay such Taxes in accordance with the provisions of this Section 2.8. In the event that Taxes shall be payable, Buyer shall make payment thereof to the relevant taxing authorities when due, identifying to such authorities in appropriate manner and in

accordance with applicable law the nature of the payment and identifying the party on whose behalf the payment is being made. In the event that, under applicable law, Buyer shall be unable to make payment of Taxes on behalf of Seller, then Buyer shall promptly notify Seller thereof and Seller may, at its sole option, grant to Buyer a limited power of attorney, in such form as Seller shall determine, solely for the purpose of making payment of such Taxes and filing information returns with respect thereto as agent for Seller. Buyer shall notify Seller, in accordance with the provisions of Article VIII of this Agreement, promptly after payment of any Taxes that such payment has been made.

2.9. Loans Made After the Date of the Information Package. Loans made after the date of the Information Package may be placed, in the sole discretion of Seller, in a Loan Pool of like Loans, and such Loans shall be purchased by Buyer on the same terms and conditions as the other Loans in the Loan Pool(s).

Article III Transfer of Loan(s), Collateral Documents and Servicing

3.1. Delivery of Documents. Buyer and Seller agree to execute and deliver to one another the following files and documents:

(a) At Closing, Buyer shall deliver to Seller:

1. Two originals of the Assignment and Assumption of Interests and Obligations, in the form of Attachment "D" to this Agreement, executed by Buyer.

2. A corporate resolution certified by Buyer's corporate secretary or, if Buyer is not a corporation, other evidence satisfactory to Seller as to Buyer's authority: (i) to purchase the Loans and assume the Obligations thereunder, and (ii) to execute and deliver this Agreement and all related instruments required to consummate the transactions contemplated hereby and to carry out all of its obligations hereunder (including a certificate of incumbency of any person who executes any document on behalf of Buyer).

3. Two originals of this Agreement executed by Buyer.

4. Other documents as Seller may reasonably require as evidence of Buyer's good standing, existence or authority.

(b) At Closing, Seller shall deliver to Buyer:

1. A Bill of Sale transferring all of Seller's right, title and interest in and to the Loans to Buyer, in the form of Attachment "C" to this Agreement, executed by Seller.

2. Two originals of the Assignment and Assumption of Interests and Obligations, in the form of Attachment "D" to this Agreement, executed by Seller.

3. Two originals of this Agreement executed by Seller.

4. Such Transfer Documents executed by Seller as Seller elects to deliver at Closing, including, without limitation, quitclaim deed(s) where appropriate, transferring all of Seller's right, title and interest in and to any Loan(s) that are comprised of Other Real Estate.

(c) Within thirty days after the Loan Sale Closing Date, Buyer shall deliver the Tax Certificate to Seller, if applicable.

(d) Within a reasonable time after the Loan Sale Closing Date, Seller shall deliver to Buyer the Note, the Loan File(s) and Collateral Document(s) pertaining to the Loan(s) sold.

(e) After Closing, Seller, in Seller's sole discretion, may elect to grant a Limited Power of Attorney to selected Buyer employees. If Seller elects to grant such a Limited Power of Attorney, Seller will provide it to Buyer within a reasonable time after the Loan Sale Closing Date. If Buyer is granted such a Limited Power of Attorney, Buyer, at Buyer's expense, will prepare and execute on behalf of Seller, within a reasonable time after the Loan Sale Closing Date, all Transfer Documents not delivered by Seller to Buyer at Closing. All Transfer Documents prepared by Buyer shall be in appropriate form suitable for filing or recording (if applicable) in the relevant jurisdiction and otherwise subject to the limitations set forth herein, and Buyer shall be solely responsible for the preparation, contents and form of such documents. Buyer hereby releases Seller from any loss or damage incurred by Buyer due to the contents and form of any documents prepared by Buyer and shall indemnify and hold Seller harmless for any action or cause of action by any person, including Buyer, arising out of the contents or form of the Transfer Documents, including without limitation, any claim relating to the adequacy or inadequacy of any of such documents or instruments for the purposes thereof.

The form which Buyer shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE
CORPORATION [insert applicable capacity(ies)]

By: _____

Name: _____

Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain this sentence: “This _____ **[assignment or conveyance or transfer, as the case may be]** is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.”

(f) In the event Seller elects not to provide Buyer with a Limited Power of Attorney in accordance with Section 3.1(e), then all Transfer Documents not delivered by Seller to Buyer at Closing shall be prepared and executed by one of the following methods, at Seller’s option:

1. Seller, at Seller’s expense, will prepare and execute all endorsements and allonges to Notes or Assignment and Lost Instrument Affidavits (if applicable) not delivered by Seller to Buyer at Closing and provide them to Buyer within a reasonable time after the Loan Sale Closing Date. Buyer, at Buyer’s expense, will prepare all other Transfer Documents not delivered by Seller to Buyer at Closing and shall deliver such documents to Seller for execution within a reasonable time after the Loan Sale Closing Date. All Transfer Documents prepared by Buyer shall be subject to the terms and conditions for Transfer Documents specified in Section 3.1(e) above. If any Transfer Document delivered by Buyer to Seller for execution is unacceptable to Seller for any reason whatsoever, Seller may return such document to Buyer along with an explanation as to why the document is unacceptable to Seller. When requesting execution of any such document, Buyer shall furnish Seller with the Loan Pool and the Loan numbers set forth on the Schedule of Loans, and a copy of the Note(s), a copy of the Collateral Document(s) or other document(s) to be transferred, and copies of any previous assignments of the applicable Collateral Document or other document; or

2. Seller, at Seller’s expense, will prepare and execute all Transfer Documents not delivered by Seller to Buyer at Closing and provide them to Buyer within a reasonable time after the Loan Sale Closing Date. Seller shall furnish all such documents to Buyer in appropriate form suitable for filing or recording (if applicable) in the relevant jurisdiction and otherwise subject to the limitations set forth herein.

(g) As to Foreign Loans, Buyer, at its own expense, must retain counsel who are licensed in the Foreign Jurisdiction(s) involved with the Foreign Loans. Such foreign counsel must draft the documents necessary to assign the Foreign Loans to Buyer. Documents presented to Seller to assign Foreign Loans to Buyer must be accompanied by a letter on the foreign counsel's letterhead, signed by the foreign counsel preparing those documents, certifying that those documents conform to all the laws of the Foreign Jurisdiction. Each such document and instrument shall be delivered to Seller in the English language, provided, however, that any document required for its purposes to be executed by Seller in a language other than the English language shall be delivered to Seller in such language, accompanied by a translation thereof in

the English language, certified as to its accuracy by an executive officer or general counsel of Buyer and, if such executive officer or general counsel shall not be fluently bilingual, by the translator thereof.

(h) Nothing contained herein or elsewhere in this Agreement shall require Seller to make any agreement, representation or warranty or provide any indemnity in any such document or instrument or otherwise, nor is Seller obligated to obtain any consents or approval to the sale or transfer of the Loans or the related servicing rights, if any, or the assumption by the Buyer of the Obligations.

(i) Seller agrees to execute any additional documents required by applicable law or necessary to effectively transfer and assign any and all Loans to Buyer. Seller shall have no obligation to provide, review or execute any such additional documents unless the same shall have been requested of Seller within 365 calendar days of the Loan Sale Closing Date.

3.2. **Recordation of Documents.** Buyer shall be responsible for, and agrees to promptly deliver, at its sole cost and expense, all appropriate documents and instruments with respect to each Loan for recordation or filing in the appropriate land, chattel, Uniform Commercial Code, and other records of the appropriate county, state and/or other jurisdiction(s) or Foreign Jurisdiction to effect the transfer of the Loans and the Collateral Documents and all rights in Collateral, and to render legal, valid and enforceable the obligations of the Borrower(s) to the Buyer and the assumption by the Buyer of any Obligations related to a Loan arising under and in accordance with the relevant Note and Collateral Documents. Seller shall, if such is affirmatively required under the applicable laws of a relevant Foreign Jurisdiction, take such actions as are necessary in such Foreign Jurisdiction to effect the purposes of this Article III. In accordance with Section 2.8 hereof, Buyer shall be responsible for and shall pay any and all Taxes, fees, costs and expenses incurred in connection therewith, including without limitation notarization fees and stamp, transfer and similar Taxes or fees.

3.3. **Transfer of Servicing.** The Loans are hereby sold and conveyed to Buyer subject to servicing agreements, if any, which Buyer will assume. From and after the Bank Closing Date, all rights, obligations, liabilities and responsibilities with respect to the servicing of the Loans shall pass to Buyer, and Seller shall be discharged from all liability therefor, including any liability arising from any limited interim servicing provided by Seller pursuant to this Section 3.3.

To provide for the orderly transfer of the servicing to Buyer, Seller will provide, at Seller's expense, limited interim servicing of the Loans on Buyer's behalf from the Bank Closing Date through the Deconversion Date, as follows: (i) receive payments and post them to the system of record, (ii) maintain records reflecting payments received, (iii) provide Buyer on request a schedule of payments processed, and (iv) provide payoff information to Buyer regarding particular Loans as applicable. Seller may engage agents of Seller's own choosing to perform such limited interim servicing. Seller's performance of this limited interim servicing shall cease on the Deconversion Date.

Article IV
Representation and Warranties of Buyer

Buyer hereby represents and warrants to Seller as of the date of this Agreement and as of the Loan Sale Closing Date:

4.1. **Buyer's Authorization.** Buyer and the undersigned duly authorized representative of Buyer, acting individually, represent that Buyer is authorized to enter into this Agreement and that all laws, rules, regulations, charter provisions and bylaws to which Buyer may be subject have been duly complied with, and that such representative is authorized to act upon behalf of and bind Buyer to the terms of this Agreement.

4.2. **Compliance with Law.** Neither Buyer nor any of its subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over Buyer or any of its subsidiaries or any assets of any such person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of Buyer or of its subsidiaries, or the ownership of the properties of Buyer or any of its subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial or otherwise) of Buyer or the ability of Buyer to perform, satisfy or observe any obligation or condition under this Agreement. Neither the execution and delivery nor the performance by Buyer of this Agreement will result in any violation by Buyer of, or be in conflict with, any provision of any applicable law or regulation, or any order, writ or decree of any court or governmental authority.

4.3. **Execution and Enforceability.** This Agreement has been duly executed and delivered by Buyer and when duly authorized, executed and delivered by Seller, this Agreement will constitute a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

4.4. **Representations Remain True.** Buyer represents and warrants that all information and documents provided to Seller or its agents by or on behalf of Buyer in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and the Confidentiality Agreement, are true and correct in all material respects and do not fail to state any fact necessary to make the information contained therein not misleading.

Article V
Covenants, Duties and Obligations of Buyer

5.1. **Servicing of Loans.** From and after the Deconversion Date, Buyer shall comply with all state and federal laws and the laws of any Foreign Jurisdiction applicable with respect to the ownership and/or servicing of the Loans, including, without limitation, the Fair Debt

Collection Practices Act (15 U.S.C. § 1692 *et seq.*, as amended) and similar state requirements, rules and regulations, and shall abide by and be subject to all of the terms and conditions of the Collateral Documents and other instruments and documents governing or relating to the Loans and/or the servicing rights and other rights thereunder.

5.2. **Disbursements of Principal.** Buyer accepts and assumes and expressly agrees to perform in accordance with the terms, all Obligations under the Note or the Collateral Documents, including without limitation, all Obligations for Disbursements of Principal, and Buyer hereby expressly agrees to indemnify, defend and hold harmless the Failed Bank, Seller and Seller's agents and employees from and against any claims, demands and causes of action arising out of claims of breach or default by Buyer of such Obligations.

5.3. **Collection Agency/Contingency Fee Agreements.** Buyer takes the Loan(s) subject to any agreements with collection agencies currently in force or contingency fee agreements with attorneys and agrees to fulfill all Obligations of Seller thereunder. Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all claims, demands, losses, damages, penalties, forfeitures or judgments made or rendered against Seller or any legal fees or other costs, fees or expenses incurred by Seller arising out of or based upon such agreements with collection agencies or contingency fee agreements with attorneys. Buyer agrees to notify Seller within ten (10) Business Days of notice or knowledge of any such claim or demand.

5.4. **Insured or Guaranteed Loans.** If any Loans being transferred pursuant to this Agreement are insured or guaranteed by any department or agency of any governmental unit, federal, state or local and such insurance or guaranty is not being specifically terminated by Seller, Buyer represents that Buyer has been approved by such agency and is an approved lender or mortgagee, as appropriate, if such approval is required or, if Buyer has not been approved, Buyer recognizes that any such insurance or guarantees may be terminated. Buyer further assumes full responsibility for determining whether or not such insurance or guarantees are in full force and effect on the date of this Agreement and with respect to those Loans whose insurance or guaranty is in full force and effect on the date of this Agreement, Buyer assumes full responsibility for doing all things necessary to insure such insurance or guarantees remain in full force and effect. Buyer agrees to assume all of Seller's Obligations under the contract(s) of insurance or guaranty, agrees to indemnify and hold Seller harmless from and against any claims of breach thereof after the Closing and agrees to cooperate with Seller where necessary to complete forms required by the insuring or guaranteeing department or agency to effect or complete the transfer to Buyer.

5.5. **Buyer's Due Diligence.** Buyer represents that it has made an independent evaluation of the Loan and Loan Files and/or any electronic data made available to it pertaining to the Loans being purchased hereunder. Buyer also represents that it has conducted such other investigations as it deems appropriate and as are consistent with the terms of the Confidentiality Agreement executed or assented to by Buyer in connection with this transaction, including, without limitation, searches of Uniform Commercial Code, title, court, bankruptcy and other

public records. Buyer agrees and represents that it is entering into this Agreement solely on the basis of its own investigations and its judgment as to the nature, validity, enforceability, collectibility and value of the Loans and all other facts material to their purchase, including, but not limited to the legal matters and risks relating to the collection and enforcement, and the performance of Obligations in any Foreign Jurisdiction. Buyer further acknowledges that no employee or representative of Seller has been authorized to make any statements or representations other than those specifically contained in this Agreement.

5.6 Reporting to or for the Applicable Taxing Authorities. The Seller shall be responsible for submitting all Internal Revenue Service information returns related to the Loans sold hereunder for all applicable periods prior to the Deconversion Date. The Buyer shall be responsible for submitting all Internal Revenue Service information returns related to the Loans sold hereunder for all applicable periods commencing with the Deconversion Date. Information returns include 1098 and 1099 reporting. Buyer shall be responsible for submitting all information returns required under applicable laws of any Foreign Jurisdiction, to the extent such are required to be filed by Buyer or Seller under such laws, relating to the loans sold hereunder, for the calendar or tax year in which the Closing occurs and thereafter.

5.7 Loans in Litigation. With respect to any Loan sold pursuant to this Agreement, which is the subject of any type of pending litigation, Buyer shall notify Seller's Regional Counsel, 1601 Bryan St., Dallas, Texas 75201, within fifteen (15) Business Days of the Loan Sale Closing Date of the name of the attorney selected by Buyer to represent Buyer's interests in the litigation. Buyer shall, within fifteen (15) Business Days of the Loan Sale Closing Date, notify the clerk of the court or other appropriate official and all counsel of record that ownership of the Loan was transferred from Seller to Buyer. Buyer shall have its attorney file appropriate pleadings and other documents and instruments with the court or other appropriate body within twenty (20) Business Days of the Loan Sale Closing Date, substituting Buyer's attorney for Seller's attorney and also removing Seller as a party to the litigation and substituting Buyer as the real party-in-interest. Except as provided in the next succeeding sentence, should Buyer fail to comply with the provisions of this section within twenty (20) Business Days after the Loan Sale Closing Date, Seller may, at its option, dismiss with or without prejudice or withdraw from, any such pending litigation.

In the event that Buyer shall be unable, as a matter of applicable law, to cause Seller to be replaced by Buyer as party-in-interest in any such litigation, Buyer shall provide to Seller's Regional Counsel at the address specified above within twenty (20) Business Days of the Loan Sale Closing Date a legal opinion of Buyer's legal counsel, qualified in the relevant jurisdiction, to such effect and stating the reasons for such failure. In such event, (i) Buyer shall cause its attorney to conduct such litigation at Buyer's sole cost and expense; (ii) Buyer shall cause the removal of Seller and substitution of Buyer as party-in-interest in such litigation at the earliest time possible under applicable law; (iii) Buyer shall use its best efforts to cause such litigation to be resolved by judgment or settlement in as reasonably efficient a manner as practical; (iv) Seller shall cooperate with Buyer and Buyer's attorney as reasonably required in Seller's sole judgment to bring such litigation or any settlement relating thereto to a reasonable and prompt conclusion;

(v) no settlement shall be agreed upon by Buyer or its agents or counsel without the express prior written consent of Seller, unless such settlement includes an irrevocable and complete waiver and release of any and all potential claims against Seller in relation to such litigation or the subject Loans or Obligations by any person, including without limitation Buyer and any Borrower, and any and all losses, liabilities, claims, causes of action, damages, demands, taxes, fees, costs and expenses relating thereto are expressly agreed, duly, validly and enforceably, to be paid by Buyer without recourse of any kind to Seller; and (vi) Buyer shall pay all costs and expenses of Seller and Seller's counsel, if any, engaged in connection with such litigation as provided for in the next succeeding sentence.

Buyer agrees to reimburse Seller, upon demand, for Seller's legal expenses in such litigation. Buyer shall pay all of the costs and expenses incurred by it in connection with the actions provided for in this Section 5.7, including, without limitation, all legal fees and expenses and court costs, and agrees to pay or reimburse Seller, upon demand, for Seller's legal expenses in connection with such litigation incurred on or after the Loan Sale Closing Date, including the dismissal thereof or withdrawal therefrom.

5.8. Loans in Bankruptcy. In accordance with Bankruptcy Rule 3001(e), Buyer agrees to take all actions necessary to file within thirty (30) Business Days of the Loan Sale Closing Date, (i) proofs of claims in pending bankruptcy cases involving any Loans purchased for which Seller has not already filed a proof of claim, and (ii) all documents required by Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure and to take all such similar actions as may be required in any relevant jurisdiction in any pending bankruptcy or insolvency case or proceeding in such jurisdiction involving any Loans purchased in order to evidence and assert Buyer's rights. Buyer shall prepare and provide to Seller within thirty (30) Business Days of the Loan Sale Closing Date, an Affidavit and Assignment of Claim or any similar forms as may be required in any relevant Foreign Jurisdiction and shall be acceptable to Seller, for each Loan purchased pursuant to this Agreement where a Borrower under such Loan is in bankruptcy at Closing. Buyer releases Seller from any claim, demand, suit or cause of action Buyer may have as a result of any action or inaction on the part of the Failed Bank or the Seller with respect to such Loan and Buyer further agrees to reimburse Seller for any cost or expense incurred by Seller as a result of Buyer's failure to file an Affidavit and Assignment of Claim or similar forms as required herein.

5.9. Loan Related Insurance. As of the Bank Closing Date, Buyer is responsible for having itself substituted as loss payee on all Loan related insurance in which the Failed Bank or Seller is currently listed as a loss payee. Any loss after the Bank Closing Date to a Borrower, a participant in a Participated Loan, or to Buyer or to the value or collectibility of any Loan due to Seller's cancellation of any insurance is the sole responsibility of Buyer.

5.10. Loans with Escrow Accounts. Buyer agrees to assume, undertake and discharge any and all Obligations of the holder of the Loans with respect to any escrow, maintenance of escrow and payments from escrow of monies paid by or on account of the Borrower. Seller shall

transfer to Buyer that sum of monies held by Seller as of the Deconversion Date, which represents undisbursed escrow payments.

5.11. **Loans in which Seller was the Lead Lender in a Participated Loan.** Buyer hereby agrees to assume the role of lead lender for any Loan in which a portion of the Loan was participated to one or more other entities and in which Seller was the lead lender as of the Loan Sale Closing Date. Buyer hereby agrees to accept any such Participated Loan subject to all participants' right, title and interest in such Participated Loan.

5.12. **Contracts for Deed.** Buyer agrees to comply with all Obligations set forth in any Contract for Deed contained in any Loan Pool subject to this Agreement. Pursuant to the provisions of Section 3.1 hereof, Seller may require Buyer to prepare and furnish Special Warranty Deed(s) for Seller's approval and execution, conveying the real property subject to any such contract to Buyer.

5.13. **Leases.** Buyer agrees to comply with all Obligations set forth in any lease related to any Loan Pool subject to this Agreement. Pursuant to the provisions of Section 3.1 hereof, Seller may require Buyer to prepare and furnish applicable Transfer Documents for Seller's approval and execution.

5.14. **Files and Records.** Buyer agrees to abide by all applicable state, federal and Foreign Jurisdiction laws, rules and regulations regarding the handling and maintenance of all documents and records relating to the Loans purchased hereunder including, but not limited to, the length of time such documents and records are to be retained. Buyer further agrees to:

(a) Allow Seller the continuing right to use, inspect and make extracts from or copies of any such documents or records upon Seller's reasonable notice to Buyer.

(b) Allow Seller the possession, custody and use of original documents for any lawful purpose and upon reasonable terms and conditions.

(c) Give reasonable notice to Seller of Buyer's intention to destroy or dispose of any documents or files and to allow Seller, at its own expense, to recover the same from Buyer.

5.15. **Reimbursement for Use of Seller's Employees.** In the event of litigation with respect to the Loans purchased by Buyer in which Seller or its employees are requested or required by subpoena, court order or otherwise, to perform any acts including, but not limited to, testifying in litigation, preparing responses to subpoenas or other legal process or pleadings, and/or performing any review of public or private records such as tracing funds, whether said litigation is commenced by Buyer or any other party, Seller shall be reimbursed by Buyer for the time expended by each of Seller's employees involved in the performance of said acts at the rate of the greater of \$75.00 per hour per employee or the then prevailing hourly rate per employee charged by Seller or the FDIC to perform such services, plus all associated travel, lodging and

per diem costs. Seller shall, in its sole and absolute discretion, determine and assign the personnel necessary to perform said acts. Buyer also agrees to reimburse Seller for copies made in the course of performing said acts at the rate of 25 cents (\$.25) per copy. Nothing in this section shall require Seller to provide Buyer with any information or service in this regard.

5.16. **Notice to Borrowers.** Buyer or, at Seller's option, Seller shall promptly after the Loan Sale Closing Date, but in no event later than thirty (30) calendar days after the Loan Sale Closing Date, at its own cost and expense, give notice of this transfer to all Borrowers or Loan servicers, in the case of Borrowers located in the United States, by first class U.S. mail at their current or last known address of record or, in the case of Borrowers located in a Foreign Jurisdiction, in such manner as may be required under the laws of such jurisdiction in order to effectively give notice to such Borrowers of the transfer of the Loans. In the event there is no known address for a Borrower, no personal notice to that Borrower shall be necessary. Upon subsequently locating such Borrower, Buyer shall send such notice to such Borrower. Buyer shall be liable to Seller for any and all costs and expenses incurred by Seller as a result of Buyer's failure to comply with the provisions of this section. Such costs and expenses shall include, but not be limited to, salaries of Seller's personnel and other administrative expenses, the time expended by each of Seller's employees involved in the performance of said acts at the rate of the greater of \$75.00 per hour per employee or the then prevailing hourly rate per employee charged by Seller or the FDIC to perform such services, plus all associated travel, lodging and per diem costs. Seller shall, in its sole and absolute discretion, determine and assign the personnel necessary to perform said acts. Buyer also agrees to reimburse Seller for copies made in the course of performing said acts at the rate of 25 cents (\$.25) per copy. Nothing in this section shall require Seller to provide Buyer with any information or service in this regard.

5.17. **Notice of Claim.** Buyer shall immediately notify Seller of any claim, threatened claim or litigation against Seller or the Failed Bank arising out of any Loan contained in a Loan Pool or Loan Pool Combination purchased by Buyer that may come to its attention.

5.18. **Reserved.**

5.19. **Prior Servicer Information.** Buyer acknowledges and agrees that Seller might not have access to information from prior servicers of a Loan and that Seller has not requested any information not in the possession of Seller or its servicing contractor from any prior servicer of a Loan. Buyer acknowledges and agrees that Seller will not be required under the terms of this Agreement to request any information from any prior servicer.

5.20. **Release of Seller.** (a) Buyer hereby releases and forever discharges Seller, the Failed Bank and the FDIC, all of their officers, directors, employees, agents, attorneys, contractors and representatives, and their successors, assigns and affiliates, from any and all claims (including any counterclaim or defensive claim), demands, causes of action, judgments or legal proceedings and remedies of whatever kind or nature that Buyer now has or might have in the future, whether now known or unknown, which are related in any manner whatsoever to the Loans and this Agreement.

(b) Buyer agrees that it will not renew, extend, renegotiate, compromise, settle or release any Note or Loan or any right of Buyer founded upon or growing out of this Agreement, except upon payment in full thereof, unless all Borrowers on said Note or Loan shall first release and discharge the Failed Bank(s) and Seller and its agents and assigns (the "Released Parties") from all claims, demands and causes of action which any such Borrower may have against any such Released Party arising from or growing out of any act or omission occurring prior to the date of such release. If Buyer fails to obtain such release, Buyer agrees to protect, save and hold Seller harmless from any expense or damage Seller suffers that might have been prevented had Buyer obtained the release.

5.21. **Indemnification.** Buyer agrees to pay, or reimburse to Seller, and to protect, indemnify, save and hold harmless Seller, Seller's agents and financial services advisor engaged in connection with the Loan Sale from and against any and all losses, liabilities, claims, causes of action, damages, demands, taxes, fees, costs and expenses of whatever kind, arising out of, incurred in connection with or otherwise relating to Buyer's actions or inactions in performing, or failure to perform, the obligations of Buyer set forth in this Agreement. Buyer further agrees to pay when due or promptly reimburse Seller for any fees, taxes, costs and expenses incurred by Seller in connection with the performance or nonperformance by Buyer of all of the obligations of Buyer specified herein.

5.22. **Borrower as Buyer.** In the event that Buyer is the Borrower or a Related Party with respect to any Loan in the Loan Pool, then Buyer, on its own behalf and on behalf of any Related Party, agrees that it shall, and hereby does, release and discharge and agrees to indemnify, defend and hold harmless the Failed Bank(s), Seller and Seller's agents and employees from and against all claims, demands and causes of action arising out of any act or omission related to said Loan. At Buyer's request, and upon preparation of appropriate documentation by Buyer in conformance with Section 3.1, Seller will release and discharge a Loan for which Buyer is the Borrower in lieu of assigning the same to Buyer. In any event, Seller will issue a 1099 to report any discharge of indebtedness in connection with the sale or release of the Loan to the Borrower or a Related Party in accordance with IRS regulations and FDIC policy. Notwithstanding the foregoing, any failure by the FDIC to issue a 1099 does not relieve the Buyer of its responsibility to report the discharge of indebtedness in accordance with applicable federal tax law.

Article VI

Loans Sold "As Is" and Without Recourse

6.1. Loans Sold "As Is." THE LOANS ARE SOLD "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION, WARRANTY OR RECOURSE WHATSOEVER AS TO EITHER COLLECTIBILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE LOANS, THE

STRATIFICATION OR PACKAGING OF THE LOANS, THE COLLATERAL OR THE COLLATERAL DOCUMENTS.

6.2. No Warranties or Representations with Respect to Escrow Accounts. Seller makes no warranties or representation of any kind or nature as to the sufficiency of funds held in any escrow account to discharge any obligations related in any manner to an escrow obligation, as to the accuracy of the amount of any monies held in any escrow account or as to the propriety of any previous disbursements or payments from any escrow account.

6.3. No Warranties or Representations as to Amounts of Unfunded Principal. Seller further makes no warranties or representation of any kind or nature as to the amount of any additional or future Disbursements of Principal Buyer is obligated to make.

6.4. Disclaimer Regarding Calculation or Adjustment of Interest on any Loan. Seller makes no warranties or representation of any kind as to the accuracy of any calculation or adjustment of interest on any Loan, including, without limitation, any adjustable rate mortgage Loan, whether such calculation or adjustment is made by the Failed Bank, Seller, any agent or contractor of Seller, or any predecessor-in-interest of Seller or any other party.

6.5. No Warranties or Representations With Regard to Due Diligence Data. Seller makes no warranties or representation of any kind as to the completeness or accuracy of any information provided by Seller with respect to any Loan. Buyer's exclusive remedies with respect to any inaccurate or incomplete information provided by Seller are an adjustment to the Purchase Price in accordance with Section 2.4 hereof and such exclusive remedies are available only if all other conditions therefor expressed in this Agreement have been met.

6.6. Buyer's Waiver of Cause of Action. Buyer hereby waives any right or cause of action it might now or in the future have against the Failed Bank(s) or Seller as a result of its purchase of the Loan Pool(s) subject to this Agreement; provided, however, that this waiver does not include any action taken as a result of Seller's failure to perform under the terms of this Agreement.

6.7. Intervening or Missing Assignments. Buyer acknowledges and agrees that Seller shall have no obligation to secure or obtain any missing intervening assignment or any assignment to Seller that is not contained in the Loan File or among the Collateral Documents. Buyer shall have the sole responsibility and expense of securing any intervening assignment or any assignment to Seller that may be missing from the Collateral Documents from the appropriate source.

6.8. No Warranties or Representations as to Documents. Seller makes no warranties or representations of any kind or nature as to the effectiveness or enforceability in any Foreign Jurisdiction of this Agreement, the Bill of Sale, the Assignment and Assumption of Interests and Obligations or any other document or instrument prepared in connection herewith,

whether or not prepared and executed in the forms provided herewith, all of such forms being provided for reference only.

**Article VII
Reserved**

**Article VIII
Notices**

8.1. **Notices.** All notices or deliveries required or permitted hereunder shall be in writing and shall be deemed given when personally delivered to the individual hereinafter designated or when actually received by means of e-mail, facsimile, overnight mail or certified mail, return receipt requested, at the following address or such other address as either party may hereafter designate by notice to the other party, making specific reference to this Article VIII of this Agreement. Any notice sent by facsimile must be confirmed by submission of an original or hard copy on the next Business Day following such notification.

8.2. **Reserved.**

8.3. **All Notices.** Notice required by any provision(s) of this Agreement shall be delivered to:

BUYER: Enterprise Bank & Trust
150 North Meramec, Suite 300
St. Louis, Missouri
Attention: Frank H. Sanfilippo
Telephone Number: [REDACTED]
Facsimile Number: [REDACTED]
E-mail Address: [REDACTED]

SELLER: Federal Deposit Insurance Corporation
Franchise and Asset Marketing Branch
1601 Bryan Street
Dallas, Texas 75201

Federal Deposit Insurance Corporation
Regional Counsel, Litigation Branch
1601 Bryan Street
Dallas, Texas 75201

Article IX
Condition Precedent

9.1 **Failure to Close.** The obligations of the parties to this Agreement are subject to Seller and the Corporation having received at or before the Bank Closing Date evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Buyer, or other third party, with respect to this Agreement and the transactions contemplated hereby, of the closing of the Failed Bank and the appointment of Seller, the chartering of the Buyer, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

Article X
Miscellaneous Provisions

10.1. **Severability.** Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

10.2. **Construction.** Unless the context otherwise requires, singular nouns and pronouns when used herein, shall be deemed to include the plural and vice versa and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender.

10.3. **Survival.** Each and every covenant made by Buyer or Seller in this Agreement shall survive the Closing and shall not merge into the closing documents, but instead shall be independently enforceable.

10.4. **Governing Law.** Federal law of the United States shall control this Agreement. To the extent that federal law does not supply a rule of decision, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Agreement will require any unlawful action or inaction by either party.

10.5. **Cost, Fees and Expenses.** Except as otherwise provided herein, each party hereto agrees to pay all costs, fees and expenses which it has incurred in connection with or incidental to the matters contained in this Agreement, including without limitation any fees and disbursements to its accountants and counsel; provided that Buyer shall pay all fees, costs and expenses (other than attorneys' fees incurred by Seller) incurred in connection with the transfer to it of any Loan hereunder.

10.6. **Nonwaiver, Amendment and Assignment.** No provision of this Agreement may be amended or waived except in writing executed by all of the parties to this Agreement. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings,

rights and benefits hereof, including the Attachments to this Agreement, shall be binding upon, and shall inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns. Notwithstanding the foregoing, this Agreement may not be transferred or assigned without the express prior written consent of Seller (and any attempted assignment without such consent shall be void).

10.7. **Drafting Presumption.** This Agreement will be construed fairly as to each party regardless of which party drafted it.

10.8. **Controlling Agreement.** Seller and Buyer hereby acknowledge and agree that this Agreement shall in all instances be the controlling document with respect to the terms of the sale and transfer of the Loans, Collateral Documents and Collateral, and the assignment and assumption of all obligations thereunder, except in the event of a conflict with the Shared-Loss Agreements, in which case, the terms of the Shared Loss Agreements shall control. In the event of a conflict between the terms of this Agreement and the terms of any other document or instrument (other than the Shared-Loss Agreements) executed in connection herewith and with the transactions contemplated hereby, including, without limitation, any translation into a foreign language of this Agreement, any Collateral Document, or any other document or instrument executed in connection herewith which is prepared for notarization, filing or any other purpose, the terms of this Agreement shall control. Furthermore, with the exception of the Shared Loss Agreements, the terms of this Agreement shall in no way be or be deemed to be amended, modified or otherwise affected in any manner by the terms of such other document or instrument.

10.9. **Venue.** Buyer and Seller each hereby irrevocably and unconditionally agree that any legal action arising under or in connection with the sale, this Agreement or the transactions contemplated hereby are to be instituted in the United States District Court in and for the District of Columbia.

10.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.11. **Waiver of Jury Trial.** Buyer and Seller each hereby irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, arising out of or relating to or in connection with the sale of the Loans, this Agreement or any transaction contemplated hereby.

[Signature page follows]

THIS LOAN SALE AGREEMENT is executed as of the day and year first set forth above.

BUYER:

ENTERPRISE BANK & TRUST,
a Missouri trust company with banking
powers

By:

Name:

Title:

SELLER

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver of
HOME NATIONAL BANK, Blackwell, OK

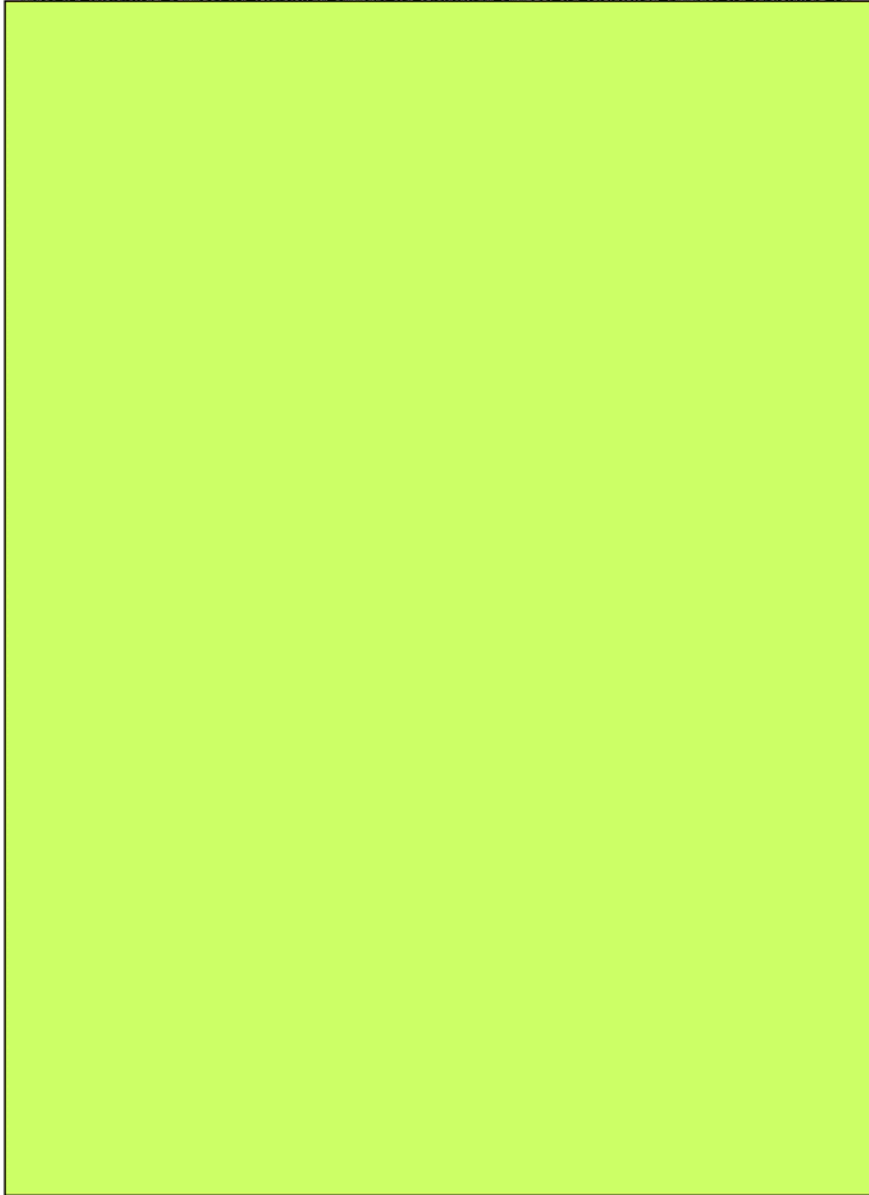
By:

Name:

Title: Attorney-in-Fact

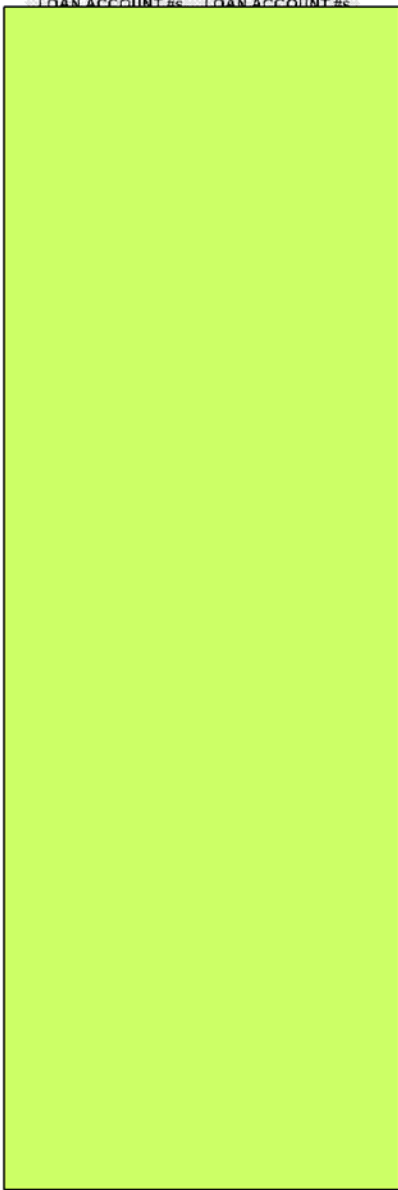
Attachment "A"
Schedule of Loans
280 loans totaling \$226,413,048.92
Data As of 05/20/10
Page 1

LOANACCOUNT#s LOANACCOUNT#s LOANACCOUNT#s LOANACCOUNT#s LOANACCOUNT#s



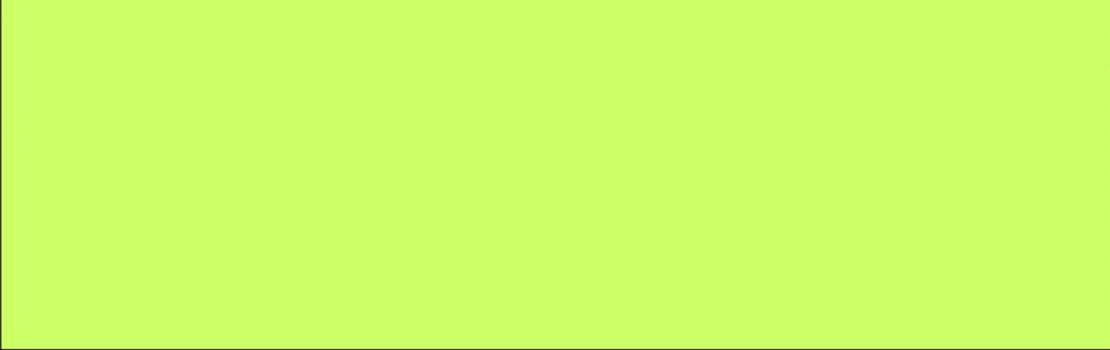
Attachment "A"
Schedule of Loans
280 loans totaling \$226,413,048.92
Data As of 05/20/10
Page 2

LOAN ACCOUNT #s LOAN ACCOUNT #s



Attachment "A"
Schedule of Loans

Please note this list is with net book balance after the reserve is subtracted. However all ORE passes at Gross Book Value

Borrower	Property Desc.	Property	Net Book Balance	Pool
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A
				Pool A

**ATTACHMENT “B”
to
Loan Sale Agreement
[NOT APPLICABLE]**

ATTACHMENT "C"
to
Loan Sale Agreement

BILL OF SALE
(Loan Pool Number[s]: Pool "A")

For value received and pursuant to the terms and conditions of the Loan Sale Agreement by and between the Federal Deposit Insurance Corporation, as Receiver of Home National Bank, Blackwell, Oklahoma ("Seller"), and Enterprise Bank & Trust, a Missouri trust company with banking powers ("Buyer"), dated as of July 9, 2010 (the "Agreement"), does hereby sell, assign and convey to Buyer, its successors and assigns, all right, title and interest of Seller in and to those assets described in Exhibit "A," attached to this Bill of Sale and made a part hereof for all purposes, which consist of tangible personal property.

THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR CREATED BY OPERATION OF LAW, EXCEPT AS PROVIDED IN THE AGREEMENT.

EXECUTED AS OF THE 9th DAY OF JULY, 2010.

SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver of
HOME NATIONAL BANK,
Blackwell, Oklahoma

By: _____
Name: _____
Witness

By: _____
Name: _____
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Receiver of Home National Bank, Blackwell, Oklahoma, and acknowledged to me that s/he executed the same as the act of the FEDERAL DEPOSIT INSURANCE CORPORATION, for the purposes and consideration therein expressed, and in the capacity(ies) therein stated.

Given under my hand and seal of office on this the ___ day of July, 2010.

Notary Public

[SEAL]

My Commission expires: _____

**ATTACHMENT “D”
to
Loan Sale Agreement**

**ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS
(Loan Pool Number[s]: Pool “A”)**

THIS ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS (“Assignment”) is made and entered into as of the 9th day of July, 2010, by and between the Federal Deposit Insurance Corporation, as Receiver of Home National Bank, Blackwell, Oklahoma (“Assignor”) and Enterprise Bank & Trust, a trust company with banking powers organized and existing under the laws of the State of Missouri (“Assignee”).

Whereas, Assignor and Assignee have entered into that certain Loan Sale Agreement dated as of July 9, 2010 (the “LSA”), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee all the assets identified on Exhibit “A” attached to this Agreement (the “Assets”).

Whereas, pursuant to a Bill of Sale of even date herewith, Assignor has conveyed to Assignee that part of the Assets which consists of tangible personal property.

Whereas, part of the Assets may consist of documents and instruments evidencing loans (including without limitation, promissory notes, loan agreements, shared credit or participation agreements, inter-creditor agreements, letters of credit, reimbursement agreements, drafts, bankers’ acceptances, transmission system confirmations of transaction and other evidences of indebtedness, including loan histories, affidavits, general collection information, correspondence and comments pertaining to such obligations), and equipment leases (the “Agreements to Pay”).

Whereas, another part of the Assets may consist of documents securing Agreements to Pay, such as mortgages, deeds of trust, security agreements, loan agreements and other documents or instruments of similar nature relating to the Agreements to Pay (the “Collateral Documents”).

Whereas, another part of the Assets may consist of real estate, Contracts for Deed to real estate, and leases, tenancies, concessions, licenses and other rights of occupancy or use related to real estate (including any security deposits relating thereto in Assignor’s possession) (the “Real Estate Interests”).

Whereas, another part of the Assets may be affected by contracts relating to the Assets, such as collection and service agreements (the “Miscellaneous Agreements”). The term “Miscellaneous Agreements” does not include loan servicing agreements between Assignor and independent contractors.

Whereas, under the LSA, Assignor has agreed to assign and convey to Assignee all of Assignor's right, title and interest to the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements related to the Assets.

Whereas, Assignee has agreed to accept and assume all of Assignor's duties, obligations and liabilities under the Agreements to Pay, Collateral Documents, Real Estate Interests and Miscellaneous Agreements related to the Assets (the "Obligations").

Whereas, the term "Advances" as used herein means the sum of all unreimbursed amounts advanced by or on behalf of the failed institution(s) which once owned the Assets (i) to protect the noteholder's lien position or the collateral, including payment of ad valorem taxes and hazard and forced placed insurance as permitted by the terms of any loan, or (ii) to meet required scheduled payments. The term "Advances" does not include (A) incremental funding of loan proceeds under an Agreement to Pay, such as in the case of a revolving credit loan or a construction loan, or (B) the payment of appraisal fees, broker opinion fees, attorney fees and associated legal fees, foreclosure fees, trustee fees, property inspection fees, property preservation and operating cost fees, tax penalties, title policies, lien search fees, or any other cost that can be directly associated with the collection and servicing of a loan.

NOW THEREFORE, in consideration of the foregoing and the sum of ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor's Assignment. Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements.

2. Assignee's Acceptance. Assignee does hereby accept such assignment from Assignor and assumes all Obligations arising from and after the date hereof. The Obligations assumed include, without limitation, any and all obligations to (i) make payments relating to Agreements to Pay serviced by Assignor; (ii) make Advances with respect to Agreements to Pay serviced by Assignor, (iii) reimburse third party servicers for Advances on Agreements to Pay, and (iv) make incremental disbursements of loan proceeds, such as in the case of a revolving credit loan or a construction loan.

3. Assignee's Covenants regarding Securities Law. Assignee hereby represents and warrants to, and covenants with Assignor as follows:

a. Assignee understands that (a) neither the Assets, nor any interest therein or evidence thereof, has been registered or qualified under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or any other jurisdiction, and (b) the Assignor is not required, and does not intend, to so register or qualify the Assets.

b. Assignee is a substantial, sophisticated investor having such knowledge and experience in financial and business matters, and in particular in matters relating to the purchase, sale, origination or ownership of notes and loan participations such as the Assets, that it is capable of evaluating the merits and risks of investment in the Assets and understands and is able to bear the economic risks of such an investment (including a total loss of its investment and the risk that Assignee might be required to hold the Assets for an indefinite period of time).

c. Assignee is acquiring the Assets for investment, for its own account, and not for or on account of any other person or entity, and not with a view to or for sale in connection with a distribution within the meaning of Section 5 of the Securities Act.

d. Assignee has been furnished with, and has had an opportunity to review and understands, all information relating to the Assets as has been requested and as is considered necessary by Assignee, and has had all questions arising from or relating to such review answered to the satisfaction of Assignee.

e. Neither Assignee nor anyone acting on its behalf has (i) offered, transferred, pledged, sold or otherwise disposed of any of the Assets (or any interest therein or evidence thereof) or, (ii) solicited any offer to buy or accept a transfer, pledge or other disposition of any of the Assets (or any interest therein or evidence thereof) from, or (iii) otherwise approached or negotiated with respect to any of the Assets (or any other interest therein or evidence thereof) with any person or entity in any manner, or taken any other action that would constitute a distribution under, or render the disposition to Assignee or the disposition by Assignee to any other party of any of the Assets (or any interest therein or evidence thereof) a violation of the Securities Act or of any other securities law or require registration or qualification pursuant thereto, nor will it act, nor has it authorized or will it authorize any person or entity to so act, in any such manner with respect to the Assets (or any interest therein or evidence thereof).

f. Either (i) Assignee is not an employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or a plan within the meaning of Section 4975(e)(1) of the Internal Revenue Code, and Assignee is not, directly or indirectly, purchasing the Assets on behalf of, as investment manager of, as named fiduciary of, as trustee of or with assets of any such plan; or (ii) Assignee's purchase of the Assets (A) will not cause Assignor to be deemed a fiduciary of any such plan, or (B) either will not result in a

prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code or will be exempt from the prohibited transaction rules in Section 406 of ERISA and Section 4975 of the Internal Revenue Code.

4. Assignee's Indemnification. Assignee hereby indemnifies and holds harmless and agrees to defend Assignor, the failed bank, and Assignor's agents and employees (the "Indemnified Parties") from and against any and all damages, liabilities, losses, costs, charges, liens, deficiencies and expenses of any nature (including, without limitation, reasonable attorneys' fees and all other actual litigation costs) suffered or incurred by or assessed against the Indemnified Parties from and after the date hereof as a result of (i) Assignee's failure to perform the assumed Obligations, or (ii) Assignee's failure to pay the assumed liabilities identified in Section 2 above, or (iii) Assignee's breach of any representation, warranty or covenant contained in this Assignment.

5. Beneficiaries of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, and the Federal Deposit Insurance Corporation in its corporate capacity shall be a third-party beneficiary with respect hereto.

6. Incorporation of terms of LSA. This Assignment is made, executed and delivered pursuant to the LSA, and is subject to all of the terms, provisions and conditions thereof.

7. Controlling Law. Federal law of the United States shall control this Agreement. To the extent that federal law does not supply a rule of decision, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Agreement will require any unlawful action or inaction by either party.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption of Interests and Obligations to be executed and delivered by its duly authorized officer or agent as of the day and year first written above.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of HOME NATIONAL BANK, Blackwell, OK

By: _____
Name: _____
Witness

By: _____
Name: _____
Title: Attorney-in-Fact

ASSIGNEE:

ENTERPRISE BANK & TRUST, a Missouri trust company with banking powers

By: _____
Name: _____
Witness

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Receiver of, Home National Bank, Blackwell, Oklahoma, and acknowledged to me that s/he executed the same as the act of the Federal Deposit Insurance Corporation, for the purposes and consideration therein expressed, and in the capacity(ies) therein stated.

Given under my hand and seal of office on this the ____ day of July, 2010.

[SEAL]

Notary Public
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of Enterprise Bank & Trust, a Missouri trust company with banking powers, and acknowledged to me that s/he executed the same as the act of the said Enterprise Bank & Trust, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the ___ day of July, 2010.

[SEAL]

Notary Public
My Commission expires: _____

limitation, regarding ownership or title to the Instrument or the obligations evidenced thereby) upon Buyer, its successors or assigns. All such rights, benefits, causes or claims, representations and warranties (if any) shall be as set forth in the Loan Sale Agreement between Buyer and Seller dated as of July 9, 2010.

6. That pursuant to the terms and conditions of the aforementioned Loan Sale Agreement the Instrument (including, without limitation, any and all rights Seller may have to enforce payment and performance of the Instrument, including any rights under Section 3-309 of the Uniform Commercial Code) is hereby assigned effective as of the date hereof, without recourse, representation or warranty, to Buyer. A copy of the Instrument is attached to this affidavit, if available.

FEDERAL DEPOSIT INSURANCE
CORPORATION, ACTING IN THE
CAPACITY STATED ABOVE

By: _____
Name: _____
Title: Attorney-in-Fact

Signed and sworn to before me this ____ day of _____, _____.

Notary Public

[SEAL]

My Commission expires: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact of the Federal Deposit Insurance Corporation acting in the capacity stated above, and acknowledged to me that s/he executed the same as the act of the Federal Deposit Insurance Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the _____ day of _____, 20____.

Notary Public

[SEAL]

My Commission expires: _____

ATTACHMENT "F"
to
Loan Sale Agreement

(For use with Loans in Bankruptcy)

State of _____ §
 §
County of _____ §

AFFIDAVIT AND ASSIGNMENT OF CLAIM
(Loan Pool Number[s]:Pool "A")

The undersigned, being first duly sworn, deposes and states as follows:

The Federal Deposit Insurance Corporation, acting [] in its corporate capacity [X] in its capacity as Receiver of Home National Bank, Blackwell, Oklahoma ("Assignor"), acting by and through its duly authorized officers and agents, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged does hereby sell, transfer, assign and set over to Enterprise Bank & Trust, a Missouri trust company with banking powers ("Assignee"), of 150 North Meramec, Suite 300, St. Louis, Missouri, his/her/its successors and assigns, all of the Assignor's interest in any claim in the bankruptcy case commenced by or against *{insert Obligor's name}* _____ ("Obligor") in the *{insert (1) appropriate U. S. Bankruptcy Court, including the district of the court, such as for the Western District of Texas, or (2) the Foreign Jurisdiction Bankruptcy Court}* _____ being designated as Case Number *{insert docket number assigned case}* _____ (the "Bankruptcy Claim"), or such part of said Claim as is based on the promissory note of *{insert the names of the makers of the note exactly as they appear on the note}* _____, dated *{insert the date the note was made}* _____, and made payable to *{insert the name of the payee on the note exactly as it appears on the note}* _____, provided, however, that this assignment is made pursuant to the terms and conditions as set forth in that certain Loan Sale Agreement between Assignor and Assignee dated as of July 9, 2010 (the "Agreement").

For purposes of Bankruptcy Rule 3001, this assignment and affidavit represent the unconditional transfer of the Bankruptcy Claim or such part of the Claim as is based on the promissory note or notes described in section one above and shall constitute the statement of the transferor acknowledging the transfer and stating the consideration therefore as required by said Rule 3001.

This transfer was not for the purpose of the enhancement of any claim in a pending bankruptcy. The transfer of the debt was pursuant to the Agreement, through which numerous

debts were sold; no specific amount of the total consideration was assigned to the debt that forms the basis of claim.

This assignment shall also evidence the unconditional transfer of Assignor's interest in any security held for the claim.

IN WITNESS WHEREOF, Assignor has caused this Affidavit and Assignment of Claim to be executed this ____ day of _____, _____.

FEDERAL DEPOSIT INSURANCE CORPORATION, ACTING IN THE CAPACITY STATED ABOVE

By: _____
Name: _____
Title: Attorney-in-Fact

Signed and sworn to before me this ____ day of _____, 20 ____.

Notary Public

[SEAL]

My Commission expires: _____

ACKNOWLEDGMENT

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact of the Federal Deposit Insurance Corporation acting in the capacity stated above, and acknowledged to me that s/he executed the same as the act of the Federal Deposit Insurance Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the ____ day of _____, _____.

Notary Public

[SEAL]

My Commission expires: _____

ATTACHMENT "G"
to
Loan Sale Agreement

LIMITED POWER OF ATTORNEY

(Loan Pool No.[s]: Pool "A")

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the individual(s) set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC, as Receiver of Home National Bank, Blackwell, Oklahoma, all instruments of transfer and conveyance, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset contained in the Loan Pools enumerated above.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver of HOME
NATIONAL BANK, Blackwell, Oklahoma

By: _____

Name: _____

Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain this sentence: "This **[assignment or conveyance or transfer, as the case may be]** is made without recourse,

representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.”

2. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from July 9, 2010, and shall continue in full force and effect through _____, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors (“Revocation”). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)’ authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be executed and subscribed in its name this ___ day of _____, 20__.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____
Name: _____
Title: _____

(CORPORATE SEAL) ATTEST: _____
Name: _____
Title: _____

Signed, sealed and delivered
in the presence of

By: _____
Name: _____
Witness

By: _____
Name: _____
Witness

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Texas appeared _____, to me personally known, who, being by me first duly sworn did depose that s/he is _____ of the Dallas Field Operations Branch of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said _____ acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT

UNITED STATES OF AMERICA §
§
DISTRICT OF COLUMBIA §

On this __ day of _____, 20__, before me, a Notary Public in and for the District of Columbia, personally appeared _____, to me known personally, who being by me first duly sworn did depose that s/he is _____ of the Federal Deposit Insurance Corporation, the Corporation in whose name the foregoing Limited Power of Attorney has been subscribed, who further said that the seal affixed to the said Limited Power of Attorney is the corporate seal of the said Federal Deposit Insurance Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said _____ acknowledged the said Limited Power of Attorney to be the free act and deed of the said Corporation.

Notary Public, District of Columbia
United States of America
My Commission expires: _____

ATTACHMENT "H"

SINGLE FAMILY SHARED-LOSS AGREEMENT

This agreement for the reimbursement of loss sharing on certain single family residential mortgage loans (this "Single Family Shared-Loss Agreement") shall apply to the Single Family Shared-Loss Loans (as that term is defined herein) purchased by Buyer pursuant to the terms of that certain Loan Sale Agreement between Seller and Buyer dated as of July 9, 2010 (the "LSA"). The terms hereof shall modify and supplement, as necessary, the terms of the LSA to which this Single Family Shared-Loss Agreement is attached as part of Attachment "H" thereto. To the extent any inconsistencies may arise between the terms of the LSA and this Single Family Shared-Loss Agreement with respect to the subject matter of this Single Family Shared-Loss Agreement, the terms of this Single Family Shared-Loss Agreement shall control. References in this Single Family Shared-Loss Agreement to a particular Section shall be deemed to refer to a Section in this Single Family Shared-Loss Agreement, unless the context indicates that it is intended to be a reference to a Section of the LSA.

ARTICLE I -- DEFINITIONS

The capitalized terms used in this Single Family Shared-Loss Agreement that are not defined in this Single Family Shared-Loss Agreement are defined in the LSA. In addition to the terms defined above, defined below are certain additional terms relating to loss-sharing, as used in this Single Family Shared-Loss Agreement.

"Accounting Records" means the subsidiary system of record on which the loan history and balance of each Single Family Shared-Loss Loan is maintained; individual loan files containing either an original or copies of documents that are customary and reasonable with respect to loan servicing, including management and disposition of Other Real Estate; the records documenting alternatives considered with respect to loans in default or for which a default is reasonably foreseeable; records of loss calculations and supporting documentation with respect to line items on the loss calculations; and, monthly delinquency reports and other performance reports customarily utilized by Buyer in management of loan portfolios.

"Accrued Interest" means, with respect to Single Family Shared-Loss Loans, the amount of earned and unpaid interest at the note rate specified in the applicable loan documents, limited to 90 days.

"Affiliate" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841, provided that no Third Party Servicer shall be deemed to be an Affiliate of Buyer.

"Applicable Percentage" means, the percentage of shared-loss Seller will incur with respect to this Single Family Shared-Loss Agreement, which is eighty percent (80%), until

the Cumulative Loss Amount equals the SF1-4 Intrinsic Loss Estimate, and eighty percent (80%) thereafter.

“**Commencement Date**” means the first calendar day following the Bank Closing Date.

“**Commercial Shared-Loss Agreement**” means the Commercial Shared-Loss Agreement attached to the LSA at Attachment “H.”

“**Cumulative Loss Amount**” means the sum of all Monthly Loss Amounts less the sum of all Recovery Amounts.

“**Customary Servicing Procedures**” means procedures (including collection procedures) that Buyer (or, to the extent a Third Party Servicer is engaged, the Third Party Servicer) customarily employs and exercises in servicing and administering mortgage loans for its own accounts and the servicing procedures established by FNMA or FHLMC (as in effect from time to time), which are in accordance with accepted mortgage servicing practices of prudent lending institutions.

“**Deficient Loss**” means the determination by a court in a bankruptcy proceeding that the value of the collateral is less than the amount of the loan in which case the loss will be the difference between the then unpaid principal balance (or the NPV of a modified loan that defaults) and the value of the collateral so established.

“**Examination Criteria**” means the loan classification criteria employed by, or any applicable regulations of, Buyer’s Chartering Authority at the time such action is taken, as such criteria may be amended from time to time.

“**Final Shared-Loss Month**” means the calendar month in which the tenth anniversary of the Commencement Date occurs.

“**Foreclosure Loss**” means the loss realized when Buyer has completed the foreclosure on a Single Family Shared-Loss Loan and realized final recovery on the collateral through liquidation and recovery of all insurance proceeds. Each Foreclosure Loss shall be calculated in accordance with the form and methodology specified in Exhibits 2c(1)-(3).

“**Holding Company**” means any company owning Shares of Buyer that is a holding company pursuant to the Bank Holding Company Act of 1956, 12 U.S.C. 1841 *et seq.* or the Home Owner’s Loan Act, 12 U.S.C. 1461 *et seq.*

“**Home Equity Loan**” means a loan or funded or unfunded portions of a line of credit secured by a mortgage on a one-to four-family residences or stock of cooperative housing association, where the Failed Bank did not have a first lien on the same property as collateral.

“**Investor-Owned Residential Loan**” means a Loan, excluding advances made pursuant to a Home Equity Loan, that is secured by a mortgage on a one- to four family

residences or stock of cooperative housing associations that is not owner-occupied or the borrower's primary residence.

“**Loss**” means a Foreclosure Loss, Restructuring Loss, Short Sale Loss, Portfolio Loss, Modification Default Loss or Deficient Loss.

“**Loss Amount**” means the dollar amount of loss incurred and reported on the Monthly Certificate for a Shared-Loss Loan.

“**Modification Default Loss**” means the loss calculated in Exhibits 2a(1)-(3) for single family loans previously modified pursuant to this Single Family Shared-Loss Agreement that subsequently default and result in a foreclosure, short sale or Deficient Loss.

“**Modification Guidelines**” has the meaning provided in Section 2.1(a) of this Single Family Shared-Loss Agreement.

“**Monthly Certificate**” has the meaning provided in Section 2.1(b) of this Single Family Shared-Loss Agreement.

“**Monthly Loss Amount**” means the sum of all Foreclosure Losses, Restructuring Losses, Short Sale Losses, Portfolio Losses, Modification Default Losses and Deficient Losses realized by Buyer for any Shared Loss Month.

“**Monthly Shared-Loss Amount**” means the change in the Cumulative Shared-Loss Amount from the beginning of each month to the end of each month.

“**Net Loss Amount**” means the sum of Cumulative Loss Amounts under this Single Family Shared-Loss Agreement and Aggregate Net Charge-Offs under the Commercial Shared-Loss Agreement.

“**Neutral Member**” has the meaning provided in Section 2.1(f)(ii) of this Single Family Shared-Loss Agreement.

“**Portfolio Loss**” means the loss realized on either (i) a portfolio sale of Single Family Shared-Loss Loans in accordance with the terms of Article IV or (ii) the sale of a loan with the consent of Seller as provided in Section 2.7.

“**Recovery Amount**” means, with respect to any period prior to the Termination Date, the amount of collected funds received by Buyer that (i) are applicable against a Foreclosure Loss calculated in accordance with Exhibits 2c(1)-(3), or (iii) gains realized from a Section 4.1 sale of Single Family Shared-Loss Loans for which Buyer has previously received a Restructuring Loss payment from Seller (iv) or any incentive payments from national programs paid to an investor or borrower on loans that have been modified or otherwise treated (short sale or foreclosure) in accordance with Exhibit 5.

“**Related Loans**” has the meaning set forth in Section 3.1.

“**Restructuring Loss**” means the loss on a modified or restructured loan measured by the difference between (a) the principal, Accrued Interest, tax and insurance advances, third party or other fees due on a loan prior to the modification or restructuring, and (b) the net present value of estimated cash flows on the modified or restructured loan, discounted at the Then-Current Interest Rate. Each Restructuring Loss shall be calculated in accordance with the form and methodology attached as Exhibits 2a(1)-(3), as applicable.

“**Restructured Loan**” means a Single Family Shared-Loss Loan for which Buyer has received a Restructuring Loss payment from Seller. This applies to owner occupied and investor owned residences.

“**Servicing Officer**” has the meaning provided in Section 2.1(b) of this Single Family Shared-Loss Agreement.

“**SF1-4 Intrinsic Loss Estimate**” means total losses under this Single Family Shared-Loss Agreement in the amount of Eight Million dollars (\$8,000,000.00).

“**Shared Loss Loan**” means a Single Family Shared-Loss Loan, Investor-Owned Residential Loan, Restructured Loan or Home Equity Loan, and any Commitment with respect to those loans.

“**Shared-Loss Month**” means each calendar month between the Commencement Date and the last day of the month in which the tenth anniversary of the Commencement Date occurs, provided that, the first Shared-Loss Month shall begin on the Commencement Date and end on the last day of that month.

“**Shares**” means common stock and any instrument which by its terms is currently convertible into common stock, or which may become convertible into common stock.

“**Short-Sale Loss**” means the loss resulting from Buyer’s agreement with the mortgagor to accept a payoff in an amount less than the balance due on the loan (including the costs of any cash incentives to borrower to agree to such sale or to maintain the property pending such sale), further provided, that each Short-Sale Loss shall be calculated in accordance with the form and methodology specified in Exhibits 2b(1)-(3).

“**Single Family Shared-Loss Loan**” means a single family one-to-four owner-occupied residential mortgage loan, excluding Home Equity Loans, that is secured by a mortgage on a one-to four family residence or stock of a cooperative housing association.

“**Termination Date**” means the last day of the Final Shared-Loss Month.

“**Then-Current Interest Rate**” means the most recently published Freddie Mac survey rate for 30-year fixed-rate loans for Investor-Owned Loans or such other interest rate approved by Seller.

“Third Party Servicer” means any servicer appointed from time to time by Buyer or any Affiliate of Buyer to service the Shared-Loss Loans on behalf of Buyer, the identity of which shall be given to Seller prior to or concurrent with the appointment thereof.

“Total Intrinsic Loss Estimate” means the sum of the SF1-4 Intrinsic Loss Estimate in the Single Family Shared-Loss Agreement, and the Commercial Intrinsic Loss Estimate in the Commercial Shared-Loss Agreement, expressed in dollars.

ARTICLE II -- SHARED-LOSS ARRANGEMENT

2.1 Shared-Loss Arrangement.

(a) Loss Mitigation and Consideration of Alternatives.

(i) For each Single Family Shared-Loss Loan in default or for which a default is reasonably foreseeable, Buyer shall undertake reasonable and customary loss mitigation efforts, in accordance with any of the following programs selected by Assuming Institution in its sole discretion, Exhibit 5 (FDIC Mortgage Loan Modification Program), the United States Treasury's Home Affordable Modification Program Guidelines or any other modification program approved by the United States Treasury Department, the Corporation, the Board of Governors of the Federal Reserve System or any other governmental agency (it being understood that Buyer can select different programs for the various Single Family Shared-Loss Loans) (such program chosen, the “Modification Guidelines”). After selecting the applicable Modification Guideline for each such Single Family Shared-Loss Loan, Buyer shall document its consideration of foreclosure, loan restructuring under the applicable Modification Guideline chosen, and short-sale (if short-sale is a viable option) alternatives and shall select the alternative Buyer believes, based on its estimated calculations, will result in the least Loss. If unemployment or underemployment is the primary cause for default or for which a default is reasonably foreseeable, Buyer may consider the borrower for a temporary forbearance plan which reduces the loan payment to an affordable level for at least six (6) months.

(ii) Losses on Home Equity Loans shall be shared under the charge-off policies of Buyer's Examination Criteria as if they were Single Family Shared-Loss Loans.

(iii) Losses on Investor-Owned Residential Loans shall be treated as Restructured Loans, and with the consent of Seller can be restructured under terms separate from the Exhibit 5 standards. Please refer to Exhibits 2(a)(1)-(2) for guidance in Calculation of Loss for Restructured Loans. Losses on Investor-Owned Residential Loans will be treated as if they were Single Family Shared-Loss Loans.

(iv) Buyer shall retain its loss calculations for the Shared Loss Loans and such calculations shall be provided to Seller upon request. For the avoidance of doubt and notwithstanding anything herein to the contrary, (x) Buyer is not required to modify or restructure any Shared-Loss Loan on more than one occasion and (y) Buyer is not required to consider any alternatives with respect to any Shared-Loss Loan in the process of foreclosure as of the Bank Closing if Buyer can document that a loan modification is not cost effective and

shall be entitled to continue such foreclosure measures and recover the Foreclosure Loss as provided herein, and (z) Buyer shall have a transition period of up to 90 days after Bank Closing to implement the Modification Guidelines, during which time, Buyer may submit claims under such guidelines as may be in place at the Failed Bank.

(b) **Monthly Certificates.**

Not later than fifteen (15) days after the end of each Shared-Loss Month, beginning with the month in which the Commencement Date occurs and ending in the Final Shared-Loss Month, Buyer shall deliver to Seller a certificate, signed by an officer of Buyer involved in, or responsible for, the administration and servicing of the Shared-Loss Loans whose name appears on a list of servicing officers furnished by Buyer to Seller (a "Servicing Officer"), setting forth in such form and detail as Seller may reasonably specify (a "Monthly Certificate"):

- (i) (A) a schedule substantially in the form of Exhibit 1 listing:
 - (i) each Shared-Loss Loan for which a Loss Amount (calculated in accordance with the applicable Exhibit) is being claimed, the related Loss Amount for each Shared-Loss Loan, and the total Monthly Loss Amount for all Shared-Loss Loans;
 - (ii) each Shared-Loss Loan for which a Recovery Amount was received, the Recovery Amount for each Shared-Loss Loan, and the total Recovery Amount for all Shared-Loss Loans;
 - (iii) the total Monthly Loss Amount for all Shared-Loss Loans minus the total monthly Recovery Amount for all Shared-Loss Loans;
 - (iv) the Cumulative Loss Amount as of the beginning and end of the month;
 - (v) the Monthly Shared Loss Amount;
 - (vi) the result obtained in (v) times the Applicable Percentage, which is the amount to be paid under Section 2.1(d) of this Single Family Shared-Loss Agreement by Seller to Buyer if the amount is a positive number, or by Buyer to Seller if the amount is a negative number;
- (ii) for each of the Shared-Loss Loans for which a Loss is claimed for that Shared-Loss Month, a schedule showing the calculation of the Loss Amount using the form and methodology shown in Exhibits 2a(1)-(3), Exhibit 2b, or Exhibits 2c(1)-(2), as applicable.
- (iii) For each of the Restructured Loans where a gain or loss is realized in a sale under Section 4.1 or 4.2, a schedule showing the calculation using the form and methodology shown in Exhibits 2d(1)-(2).

(iv) a portfolio performance and summary schedule substantially in the form shown in Exhibit 3.

(c) **Monthly Data Download.** Not later than fifteen (15) days after the end of each month, beginning with the month in which the Commencement Date occurs and ending with the Final Shared-Loss Month, Assuming Institution shall provide Receiver:

(i) the servicing file in machine-readable format including but not limited to the fields shown on Exhibit 2.1(c) for each outstanding Single Family Shared-Loss Loan, as applicable; and

(ii) an Excel file for ORE held as a result of foreclosure on a Single Family Shared-Loss Loan listing:

- (A) Foreclosure date
- (B) Unpaid loan principal balance
- (C) Appraised value or BPO value, as applicable
- (D) Projected liquidation date

Notwithstanding the foregoing, Buyer shall not be required to provide any of the foregoing information to the extent it is unable to do so as a result of the Failed Bank's or Receiver's failure to provide information required to produce the information set forth in this Section 2.1(c); provided, that Buyer shall, consistent with Customary Servicing Procedures seek to produce any such missing information or improve any inaccurate information previously provided to it.

(d) **Payments With Respect to Shared-Loss Assets.** Not later than fifteen (15) days after the date on which Seller receives the Monthly Certificate, Seller shall pay to Buyer, in immediately available funds, an amount equal to the Applicable Percentage of the Monthly Shared-Loss Amount reported on the Monthly Certificate. If the total Monthly Shared-Loss Amount reported on the Monthly Certificate is a negative number, Buyer shall pay to Seller in immediately available funds the Applicable Percentage of that amount.

(e) **Limitations on Shared-Loss Payment.** Seller shall not be required to make any payments pursuant to Section 2.1(d) with respect to any Foreclosure Loss, Restructuring Loss, Short Sale Loss, Deficient Loss, or Portfolio Loss that Seller determines, based upon the criteria set forth in this Single Family Shared-Loss Agreement (including the analysis and documentation requirements of Section 2.1(a)) or Customary Servicing Procedures, should not have been effected by Buyer; provided, however, (x) Seller must provide notice to Buyer detailing the grounds for not making such payment, (y) Seller must provide Buyer with a reasonable opportunity to cure any such deficiency and (z) (1) to the extent curable, if cured, Seller shall make payment with respect to the properly effected Loss, and (2) to the extent not curable, shall not constitute grounds for Seller to withhold payment as to all other Losses (or portion of Losses) that are properly payable pursuant to the terms of this Single Family Shared-Loss Agreement. In the event that Seller does not make any payment with respect to Losses claimed pursuant to Section 2.1(d), Seller and Assuming Institution shall, upon final resolution,

make the necessary adjustments to the Monthly Shared-Loss Amount for that Monthly Certificate and the payment pursuant to Section 2.1(d) above shall be adjusted accordingly.

(f) **Payments by Wire-Transfer**. All payments under this Single Family Shared-Loss Agreement shall be made by wire-transfer in accordance with the wire-transfer instructions on Exhibit 4.

(g) **Payment in the Event Losses Fail to Reach Expected Level**. If the asset premium (discount) bid is less than negative five per cent [(5%)], then on the date that is 45 days following the last day (such day, the “True-Up Measurement Date”) of the calendar month in which the tenth anniversary of the calendar day following the Bank Closing occurs, or upon the final disposition of all Shared Loss Assets under this Single Family Shared-Loss Agreement at any time after the termination of the Commercial Shared-Loss Agreement, Buyer shall pay to Seller fifty percent (50%) of any positive amount resulting from the following calculation:

A - (B + C + D), where

A equals 20% of the Total Intrinsic Loss Estimate;

B equals 20% of the Net Loss Amount;

C equals 25% of the asset premium (discount) bid, expressed in dollars, of total Shared Loss Assets on Schedules 4.15A and 4.15B at Bank Closing; and

D equals 3.5% of total Shared Loss Assets on Schedules 4.15A and 4.15B at Bank Closing.

Buyer shall deliver to Seller not later than 30 days following the True-Up Measurement Date, a schedule, signed by an officer of Buyer, setting forth in reasonable detail the foregoing calculation, including the calculation of the Net Loss Amount.

(h) **Payments as Administrative Expenses**. Payments from Seller with respect to this Single Family Shared-Loss Agreement are administrative expenses of Seller. To the extent Seller needs funds for shared-loss payments respect to this Single Family Shared-Loss Agreement, Seller shall request funds under the Master Loan and Security Agreement, as amended (“MLSA”), from FDIC in its corporate capacity. Seller will not agree to any amendment of the MLSA that would prevent Seller from drawing on the MLSA to fund shared-loss payments.

2.2 Auditor Report; Right to Audit.

(a) Within the time period permitted for the examination audit pursuant to 12 CFR Section 363 after the end of each fiscal year during which Seller makes any payment to Buyer under this Single Family Shared-Loss Agreement, Buyer shall deliver to Seller a report signed by its independent public accountants stating that they have reviewed the terms of this Single Family Shared-Loss Agreement and that, in the course of their annual audit of Buyer’s books and records, nothing has come to their attention suggesting that any computations required

to be made by Buyer during such fiscal year pursuant to this Article II were not made by Buyer in accordance herewith. In the event that Buyer cannot comply with the preceding sentence, it shall promptly submit to Seller corrected computations together with a report signed by its independent public accountants stating that, after giving effect to such corrected computations, nothing has come to their attention suggesting that any computations required to be made by Buyer during such year pursuant to this Article II were not made by Buyer in accordance herewith. In such event, Buyer and Seller shall make all such accounting adjustments and payments as may be necessary to give effect to each correction reflected in such corrected computations, retroactive to the date on which the corresponding incorrect computation was made.

(b) Buyer shall perform on an annual basis an internal audit of its compliance with the provisions of this Article II and shall provide Seller and the Corporation with copies of the internal audit reports and access to internal audit workpapers related to such internal audit.

(c) Seller or the FDIC in its corporate capacity (“Corporation”), its contractors and their employees, and its agents may perform an audit or audits to determine Buyer’s compliance with the provisions of this Single Family Shared-Loss Agreement, including this Article II, by providing not less than ten (10) Business Days’ prior written notice. Assuming Institution shall provide access to pertinent records and proximate working space in Assuming Institution’s facilities. The scope and duration of any such audit shall be within the reasonable discretion of Seller or the Corporation, but shall in no event be administered in a manner that unreasonably interferes with the operation of Buyer’s business. Seller or the Corporation, as the case may be, shall bear the expense of any such audit. In the event that any corrections are necessary as a result of such an audit or audits, Buyer and Seller shall make such accounting adjustments and payments as may be necessary to give retroactive effect to such corrections.

2.3 Withholdings. Notwithstanding any other provision in this Article II, Seller, upon the direction of the Director (or designee) of the Federal Deposit Insurance Corporation’s Division of Resolutions and Receiverships, may withhold payment for any amounts included in a Monthly Certificate delivered pursuant to Section 2.1, if in its good faith and reasonable judgment there is a reasonable basis under the requirements of this Single Family Shared-Loss Agreement for denying the eligibility of an item for which reimbursement or payment is sought under such Section. In such event, Seller shall provide a written notice to Buyer detailing the grounds for withholding such payment. At such time as Buyer demonstrates to the satisfaction of Seller, in its reasonable judgment, that the grounds for such withholding of payment, or portion of payment, no longer exist or have been cured, then Seller shall pay Buyer the amount withheld which Seller determines is eligible for payment, within fifteen (15) Business Days.

2.4 Books and Records. Buyer shall at all times during the term of this Single Family Shared-Loss Agreement keep books and records sufficient to ensure and document compliance with the terms of this Single Family Shared-Loss Agreement, including but not limited to (a) documentation of alternatives considered with respect to defaulted loans or loans for which default is reasonably foreseeable, (b) documentation showing the calculation of loss for claims submitted to Seller, (c) retention of documents that support each line item on the loss

claim forms, and (d) documentation with respect to the Recovery Amount on loans for which Seller has made a loss-share payment

2.5 Information. Buyer shall promptly provide to Seller such other information, including but not limited to, financial statements, computations, and bank policies and procedures, relating to the performance of the provisions of this Single Family Shared-Loss Agreement, as Seller may reasonably request from time to time.

2.6 Tax Ruling. Buyer shall not at any time, without Seller's prior written consent, seek a private letter ruling or other determination from the Internal Revenue Service or otherwise seek to qualify for any special tax treatment or benefits associated with any payments made by Seller pursuant to this Single Family Shared-Loss Agreement.

2.7 Loss of Shared-Loss Coverage on Shared-Loss Loans. Seller shall be relieved of its obligations with respect to a Shared-Loss Loan upon payment of a Foreclosure Loss amount, or a Short Sale Loss amount with respect to such Single Family Shared-Loss Loan, or upon the sale without FDIC consent of a Single Family Shared-Loss Loan by Assuming Institution to a person or entity that is not an Affiliate. Buyer shall provide Seller with timely notice of any such sale. Failure to administer any Shared-Loss Loan or Loans in accordance with Article III shall at the discretion of Seller constitute grounds for the loss of shared loss coverage with respect to such Shared-Loss Loan or Loans. Notwithstanding the foregoing, a sale of the Single Family Shared-Loss Loan, for purposes of this Section 2.7, shall not be deemed to have occurred as the result of (i) any change in the ownership or control of Assuming Institution or the transfer of any or all of the Single Family Shared-Loss Loan(s) to any Affiliate of Assuming Institution, (ii) a merger by Assuming Institution with or into any other entity, or (iii) a sale by Assuming Institution of all or substantially all of its assets.

ARTICLE III - RULES REGARDING THE ADMINISTRATION OF SHARED-LOSS LOANS

3.1 Agreement with Respect to Administration. Buyer shall (and shall cause any of its Affiliates to which Buyer transfers any Shared-Loss Loans to) manage, administer, and collect the Shared-Loss Loans while owned by Buyer or any Affiliate thereof during the term of this Single Family Shared-Loss Agreement in accordance with the rules set forth in this Article III. Buyer shall be responsible to Seller in the performance of its duties hereunder and shall provide to Seller such reports as Seller reasonably deems advisable, including but not limited to the reports required by Sections 2.1, 2.2 and 3.3 hereof, and shall permit Seller to monitor Buyer's performance of its duties hereunder.

3.2 Duties of Buyer.

(a) In the performance of its duties under this Article III, Buyer shall:

(i) manage and administer each Shared-Loss Loan in accordance with Assuming Institution's usual and prudent business and banking practices and Customary Servicing Procedures;

(ii) exercise its best business judgment in managing, administering and collecting amounts owed on the Shared-Loss Loans;

(iii) use commercially reasonable efforts to maximize Recoveries with respect to Losses on Shared-Loss Loans without regard to the effect of maximizing collections on assets held by Buyer or any of its Affiliates that are not Shared-Loss Loans;

(iv) retain sufficient staff (in Assuming Institution's discretion) to perform its duties hereunder; and

(v) other than as provided in Section 2.1(a), comply with the terms of the Modification Guidelines for any Single Family Shared-Loss Loans meeting the requirements set forth therein. For the avoidance of doubt, Buyer may propose exceptions to Exhibit 5 (the FDIC Loan Modification Program) for a group of Loans with similar characteristics, with the objectives of (1) minimizing the loss to Buyer and the FDIC and (2) maximizing the opportunity for qualified homeowners to remain in their homes with affordable mortgage payments.

(b) Any transaction with or between any Affiliate of Buyer with respect to any Shared-Loss Loan including, without limitation, the execution of any contract pursuant to which any Affiliate of Buyer will manage, administer or collect any of the Shared-Loss Loans will be provided to FDIC for informational purposes and if such transaction is not entered into on an arm's length basis on commercially reasonable terms such transaction shall be subject to the prior written approval of Seller.

3.3 Shared-Loss Asset Records and Reports. Buyer shall establish and maintain such records as may be appropriate to account for the Single Family Shared-Loss Loans in such form and detail as Seller may reasonably require, and to enable Buyer to prepare and deliver to Seller such reports as Seller may from time to time request regarding the Single Family Shared-Loss Loans and the Monthly Certificates required by Section 2.1 of this Single Family Shared-Loss Agreement.

3.4 Related Loans.

(a) Assuming Institution shall use its best efforts to determine which loans are "Related Loans," as hereinafter defined. Buyer shall not manage, administer or collect any "Related Loan" in any manner that would have the effect of increasing the amount of any collections with respect to the Related Loan to the detriment of the Shared-Loss Loan to which such loan is related. A "Related Loan" means any loan or extension of credit to an Obligor of a Shared-Loss Loan held by Buyer at any time on or prior to the end of the Final Shared-Loss Month.

(b) Buyer shall prepare and deliver to Seller with the Monthly Certificates for the calendar months ending June 30 and December 31, a schedule of all Related Loans on the Accounting Records of Buyer as of the end of each such semi-annual period.

3.5 Legal Action; Utilization of Special Receivership Powers. Buyer shall notify Seller in writing (such notice to be given in accordance with Article V below and to include all relevant details) prior to utilizing in any legal action any special legal power or right which Buyer derives as a result of having acquired an asset from Seller, and Buyer shall not utilize any such power unless Seller shall have consented in writing to the proposed usage. Seller shall have

the right to direct such proposed usage by Buyer and Buyer shall comply in all respects with such direction. Upon request of Seller, Buyer will advise Seller as to the status of any such legal action. Buyer shall immediately notify Seller of any judgment in litigation involving any of the aforesaid special powers or rights.

3.6 Third Party Servicer. Buyer may perform any of its obligations and/or exercise any of its rights under this Single Family Shared-Loss Agreement through or by one or more Third Party Servicers, who may take actions and make expenditures as if any such Third Party Servicer was Buyer hereunder (and, for the avoidance of doubt, such expenses incurred by any such Third Party Servicer on behalf of Buyer shall be included in calculating Losses to the extent such expenses would be included in such calculation if the expenses were incurred by Assuming Institution); provided, however, that the use thereof by Buyer shall not release Buyer of any obligation or liability hereunder.

ARTICLE IV – PORTFOLIO SALE

4.1 Assuming Institution Portfolio Sales of Remaining Shared-Loss Loans. Buyer shall have the right, with the consent of Seller, to liquidate for cash consideration, from time to time in one or more transactions, all or a portion of Shared-Loss Loans held by Buyer at any time prior to the Termination Date (“Portfolio Sales”). If Buyer exercises its option under this Section 4.1, it must give sixty (60) days notice in writing to Seller setting forth the details and schedule for the Portfolio Sale, which shall be conducted by means of sealed bid sales to third parties, not including any of Buyer’s affiliates, contractors, or any affiliates of Buyer’s contractors. Sales of Restructured Loans shall be sold in a separate pool from Shared-Loss Loans that have not been restructured. Other proposals for the sale of a Shared-Loss Loan or Shared-Loss Loans submitted by Buyer will be considered by Seller on a case-by-case basis.

4.2 Assuming Institution’s Liquidation of Remaining Shared-Loss Loans. In the event that Buyer does not conduct a Portfolio Sale pursuant to Section 4.1, Seller shall have the right, exercisable in its sole and absolute discretion, to require Buyer to liquidate for cash consideration, any Shared-Loss Loans held by Buyer at any time after the date that is six months prior to the Termination Date. If Seller exercises its option under this Section 4.2, it must give notice in writing to Buyer, setting forth the time period within which Buyer shall be required to liquidate the Shared-Loss Loans. Buyer will comply with Seller’s notice and must liquidate the Shared-Loss Loans as soon as reasonably practicable by means of sealed bid sales to third parties, not including any of Buyer’s affiliates, contractors, or any affiliates of Buyer’s contractors. The selection of any financial advisor or other third party broker or sales agent retained for the liquidation of the remaining Shared-Loss Loans pursuant to this Section shall be subject to the prior approval of Seller, such approval not to be unreasonably withheld, delayed or conditioned.

4.3 Calculation of Sale Gain or Loss. For Shared-Loss Loans that are not Restructured Loans, gain or loss on the sales under Section 4.1 or Section 4.2 will be calculated as the sale price received by Buyer less the unpaid principal balance of the remaining Shared-Loss Loans. For any Restructured Loan included in the sale gain or loss on sale will be calculated as (a) the sale price received by Buyer less (b) the net present value of estimated cash flows on the Restructured Loan that was used in the calculation of the related Restructuring Loss

plus (c) Loan principal payments collected by Buyer from the date the Loan was restructured to the date of sale. (See Exhibits 2d(1)-(2) for example calculations).

ARTICLE V -- LOSS-SHARING NOTICES GIVEN TO RECEIVER AND PURCHASER

All notices, demands and other communications hereunder shall be in writing and shall be delivered by hand, or overnight courier, receipt requested, addressed to the parties as follows:

If to Receiver, to: Federal Deposit Insurance Corporation, as Receiver
for Home National Bank, Blackwell, OK
Division of Resolutions and Receiverships
550 17th Street, N.W.
Washington, D.C. 20429
Attention: Ralph Malami, Manager, Capital Markets

with a copy to: Federal Deposit Insurance Corporation,
as Receiver for Home National Bank, Blackwell, OK
Room E7056
3501 Fairfax Drive
Arlington, VA 22226
Attn: Special Issues Unit

With respect to a notice under Section 3.5 of this Single Family Shared-Loss Agreement, copies of such notice shall be sent to:

Federal Deposit Insurance Corporation
Legal Division 1601 Bryan Street
Dallas, Texas 75201
Attention: Regional Counsel

If to Assuming Institution, to:

Enterprise Bank & Trust

150 North Meramec, Suite 300

St. Louis, Missouri

Attention: Frank H. Sanfilippo

with a copy to:

Such Persons and addresses may be changed from time to time by notice given pursuant to the provisions of this Article V. Any notice, demand or other communication delivered pursuant to the provisions of this Article V shall be deemed to have been given on the date actually received.

ARTICLE VI -- MISCELLANEOUS

6.1. Expenses. Except as otherwise expressly provided herein, all costs and expenses incurred by or on behalf of a party hereto in connection with this Single Family Shared-Loss Agreement shall be borne by such party whether or not the transactions contemplated herein shall be consummated.

6.2 Successors and Assigns; Specific Performance. This Single Family Shared-Loss Agreement, and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns only. Seller may assign or otherwise transfer this Single Family Shared-Loss Agreement and the rights and obligations of Seller hereunder (in whole or in part) to the Federal Deposit Insurance Corporation in its corporate capacity without the consent of Assuming Institution. Notwithstanding anything to the contrary contained in this Single Family Shared-Loss Agreement, except as is expressly permitted in this Section 6.2, Buyer may not assign or otherwise transfer this Single Family Shared-Loss Agreement or any of Buyer's rights or obligations hereunder (in whole or in part), or sell or transfer of any subsidiary of Buyer holding title to Shared-Loss Assets or Shared-Loss Securities, without the prior written consent of Seller, which consent may be granted or withheld by Seller in its sole and absolute discretion. An assignment or transfer of this Single Family Shared-Loss Agreement includes:

(i) a merger or consolidation of Buyer with or into another company, if the shareholders of Buyer will own less than sixty-six and two-thirds percent (66.66 %) of the equity of the consolidated entity;

(ii) a merger or consolidation of Buyer's Holding Company with or into another company, if the shareholders of the Holding Company will own less than sixty-six and two-thirds percent (66.66 %) of the equity of the consolidated entity;

(iii) the sale of all or substantially all of the assets of Buyer to another company or person; or

(iv) a sale of shares by any one or more shareholders that will effect a change in control of Buyer, as determined by Seller with reference to the standards set forth in the Change in Bank Control Act, 12 U.S.C. 1817(j).

For the avoidance of doubt, any transaction under this Section 6.2 that requires Seller's consent that is made without consent of Seller hereunder will relieve Seller of any of its obligations under this Single Family Shared-Loss Agreement.

No Loss shall be recognized under this Single Family Shared-Loss Agreement as a result of any accounting adjustments that are made due to or as a result of any assignment or transfer of this

Single Family Shared-Loss Agreement or any merger, consolidation, sale or other transaction to which Buyer, its Holding Company or any Affiliate is a party, regardless of whether Seller consents to such assignment or transfer in connection with such transaction pursuant to this Section 6.2.

6.3 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS SINGLE FAMILY SHARED-LOSS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

6.4 No Third Party Beneficiary. This Single Family Shared-Loss Agreement and the Exhibits hereto are for the sole and exclusive benefit of the parties hereto and their respective permitted successors and permitted assigns and there shall be no other third party beneficiaries, and nothing in this Single Family Shared-Loss Agreement or the Exhibits shall be construed to grant to any other Person any right, remedy or Claim under or in respect of this Single Family Shared-Loss Agreement or any provision hereof.

6.5 Consent. Except as otherwise provided herein, when the consent of a party is required herein, such consent shall not be unreasonably withheld or delayed.

6.6 Rights Cumulative. Except as otherwise expressly provided herein, the rights of each of the parties under this Single Family Shared-Loss Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under the Purchase and Sale Agreement and any of the related agreements or under law. Except as otherwise expressly provided herein, any failure to exercise or any delay in exercising any of such rights, or any partial or defective exercise of such rights, shall not operate as a waiver or variation of that or any other such right.

ARTICLE VII DISPUTE RESOLUTION

7.1 Dispute Resolution Procedures.

(a) In the event a dispute arises about the interpretation, application, calculation of Loss, or calculation of payments or otherwise with respect to this Single Family Shared-Loss Agreement ("SF Shared-Loss Dispute Item"), then Seller and Buyer shall make every attempt in good faith to resolve such items within sixty (60) days following the receipt of a written description of the SF Shared-Loss Dispute Item, with notification of the possibility of taking the matter to arbitration (the date on which such 60-day period expires, or any extension of such period as the parties hereto may mutually agree to in writing, herein called the "Resolution Deadline Date"). If Seller and Buyer resolve all such items to their mutual satisfaction by the Resolution Deadline Date, then within thirty (30) days following such resolution, any payment due as a result of such resolution shall be made arising from the settlement of the SF Shared-Loss Dispute.

(b) If Seller and Buyer fail to resolve any outstanding SF Shared-Loss Dispute Items by the Resolution Deadline Date, then either party may notify the other of its intent to submit the SF Shared-Loss Dispute Item to arbitration pursuant to the provisions of this Article VII. Failure of either party to submit pursuant to paragraph (c) hereof any unresolved SF Shared-Loss Dispute Item to arbitration within thirty (30) days following the Resolution Deadline Date (the date on which such thirty (30) day period expires is herein called the “Arbitration Deadline Date”) shall extinguish that party’s right to submit the non-submitted SF Shared-Loss Dispute Item to arbitration, and constitute a waiver of the submitting party’s right to dispute such non-submitted SF Shared-Loss Dispute Item (but not a waiver of any similar claim which may arise in the future).

(c) If a SF Shared-Loss Dispute Item is submitted to arbitration, it shall be governed by the rules of the American Arbitration Association (the “AAA”), except as otherwise provided herein. Either party may submit a matter for arbitration by delivering a notice, prior to the Arbitration Deadline Date, to the other party in writing setting forth:

- (i) A brief description of each SF Shared-Loss Dispute Item submitted for arbitration;
- (ii) A statement of the moving party’s position with respect to each SF Shared-Loss Dispute Item submitted for arbitration;
- (iii) The value sought by the moving party, or other relief requested regarding each SF Shared-Loss Dispute Item submitted for arbitration, to the extent reasonably calculable; and
- (iv) The name and address of the arbiter selected by the moving party (the “Moving Arbiter”), who shall be a neutral, as determined by the AAA.

Failure to adequately include any information above shall not be deemed to be a waiver of the parties right to arbitrate so long as after notification of such failure the moving party cures such failure as promptly as reasonably practicable.

(d) The non-moving party shall, within thirty (30) days following receipt of a notice of arbitration pursuant to this Section 7.1, deliver a notice to the moving party setting forth:

- (i) The name and address of the arbiter selected by the non-moving party (the “Respondent Arbiter”), who shall be a neutral, as determined by the AAA;
- (ii) A statement of the position of the respondent with respect to each Dispute Item; and
- (iii) The ultimate resolution sought by the respondent or other relief, if any, the respondent deems is due the moving party with respect to each SF Shared-Loss Dispute Item.

Failure to adequately include any information above shall not be deemed to be a waiver of the non-moving party’s right to defend such arbitration so long as after notification of such failure the non-moving party cures such failure as promptly as reasonably practicable.

(e) The Moving Arbiter and Respondent Arbiter shall select a third arbiter from a list furnished by the AAA. In accordance with the rules of the AAA, the three (3) arbiters shall constitute the arbitration panel for resolution of each SF Loss-Share Dispute Item. The concurrence of any two (2) arbiters shall be deemed to be the decision of the arbiters for all purposes hereunder. The arbitration shall proceed on such time schedule and in accordance with the Rules of Commercial Arbitration of the AAA then in effect, as modified by this Section 7.1. The arbitration proceedings shall take place at such location as the parties thereto may mutually agree, but if they cannot agree, then they will take place at the offices of the Corporation in Washington, DC, or Arlington, Virginia.

(f) Seller and Assuming Institution shall facilitate the resolution of each outstanding SF Shared-Loss Dispute Item by making available in a prompt and timely manner to one another and to the arbiters for examination and copying, as appropriate, all documents, books, and records under their respective control and that would be discoverable under the Federal Rules of Civil Procedure.

(g) The arbiters designated pursuant to subsections (c), (d) and (e) hereof shall select, with respect to each Dispute Item submitted to arbitration pursuant to this Section 7.1, either (i) the position and relief submitted by Buyer with respect to each SF Shared-Loss Dispute Item, or (ii) the position and relief submitted by Seller with respect to each SF Shared-Loss Dispute Item, in either case as set forth in its respective notice of arbitration. The arbiters shall have no authority to select a value for each Dispute Item other than the determination set forth in Section 7.1(c) and Section 7.1(d). The arbitration shall be final, binding and conclusive on the parties.

(h) Any amounts ultimately determined to be payable pursuant to such award shall bear interest at the Settlement Interest Rate from and including the date specified for the arbiters decisions specified in this Section 7.1, without regard to any extension of the finality of such award, to but not including the date paid. All payments required to be made under this Section 7.1 shall be made by wire transfer.

(i) For the avoidance of doubt, to the extent any notice of a SF Shared-Loss Dispute Item(s) is provided prior to the Termination Date, the terms of this Single Family Shared-Loss Agreement shall remain in effect with respect to the Single Family Shared-Loss Loans that are the subject of such SF Shared-Loss Dispute Item(s) until such time as any such dispute is finally resolved.

7.2 Fees and Expenses of Arbiters. The aggregate fees and expenses of the arbiters shall be borne equally by the parties. The parties shall pay the aggregate fees and expenses within thirty (30) days after receipt of the written decision of the arbiters (unless the arbiters agree in writing on some other payment schedule).

Exhibit 1

Monthly Certificate

SEE FOLLOWING PAGE

**CERTIFICATE
MONTHLY SUMMARY
FOR SINGLE FAMILY ASSETS**

FDIC - RECEIVER FOR XXXXXXXX BANK

LOAN SALE AGREEMENT DATED: Jan 1, 2009

Shared-Loss Period Ended: _____
(Dollars)

Calculation of Amount Due from (to) FDIC

FDIC % Share	0%	80%	Total
Carry forward from other types of assets:			
1. Cumulative losses from single family pool	0	0	0
2. Cumulative losses from securities	0	0	0
3. Cumulative loss from commercial and other pool	0	0	0
4. Total cumulative losses at beg of period	0	0	0
5. Covered single family losses (gains) during period	0	0	0
6. Cumulative loss at end of period	0	0	0
FDIC % Share	<u>x 0%</u>	<u>x 80%</u>	
7. Amount Due from (to) FDIC	0 +	0 +	= -
<i>Memo: threshold for recovery percentage</i>	0	0	

Preparer name: _____

Preparer signature

Preparer title: _____

Officer name: _____

Officer signature

Officer title: _____

Date: _____

**CERTIFICATE
MONTHLY SUMMARY
FOR SINGLE FAMILY ASSETS**

FDIC - RECEIVER FOR XXXXXXXX BANK

LOAN SALE AGREEMENT DATED: Jan 1, 2009

**Shared-Loss Period Ended: _____
(Dollars)**

Calculation of Amount Due from (to) FDIC

FDIC % Share	0%	80%	Total
Carry forward from other types of assets:			
1. Cumulative losses from single family pool	0	0	0
2. Cumulative losses from securities	0	0	0
3. Cumulative loss from commercial and other pool	0	0	0
4. Total cumulative losses at beg of period	0	0	0
5. Covered single family losses (gains) during period	0	0	0
6. Cumulative loss at end of period	0	0	0
FDIC % Share	<u>x 0%</u>	<u>x 80%</u>	
7. Amount Due from (to) FDIC	0 +	0 +	= -
<i>Memo: threshold for recovery percentage</i>	0	0	

Preparer name: _____

Preparer signature

Preparer title: _____

Officer name: _____

Officer signature

Officer title: _____

Date: _____

XXXXXXXXXX Bank
FIN No. _____

Schedule 4.15B
Non-Single Family Shared-Loss Agreement

Date: _____

Schedule 4.15B as provided	Proforma Net Balance*	Unfunded
	\$ - \$	-

Loan Number	Name	Net Balance	Unfunded	Explanation (Loan Description)
-------------	------	-------------	----------	--------------------------------

Add the following loans currently included in Schedule 4.15A Non-Single Family Shared-Loss Agreement:

	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Subtract the following loans currently included in Schedule 4.15B Single Family Shared-Loss Agreement:

	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Add the following loan not included in either Schedule 4.15A or 4.15B Asset Detail (Must provide documentation)

	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Add the following Unfunded Commitments (Must provide documentation)

	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Total Adjustments	-	-
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Schedule 4.15B Revised Totals	\$ - \$	-
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Note: Total adjustments should also be reflected in the Certificate filing for the quarter this form is submitted.
* Net Balance agrees with amount noted on Schedule 4.15A Single Family Shared-Loss Agreement, or Revised Totals if this form has already been submitted previously.

XXXXXXXXXX Bank
FIN No. _____

Schedule 4.15A
Single Family Shared-Loss Agreement

Date: _____

Schedule 4.15A as provided	Proforma Net Balance*	Unfunded
	\$ - \$	-

Loan Number	Name	Net Balance	Unfunded	Explanation (Loan Description)
-------------	------	-------------	----------	--------------------------------

Add the following loans currently included in Schedule 4.15B Non-Single Family Shared-Loss Agreement:

	-	-
	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Subtract the following loans currently included in Schedule 4.15A Single Family Shared-Loss Agreement:

	-	-
	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Add the following loan not included in either Schedule 4.15A or 4.15B Asset Detail (Must provide documentation)

	-	-
	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Add the following Unfunded Commitments (Must provide documentation)

	-	-
	-	-
	-	-
	-	-
	-	-
Subtotal	-	-

Total Adjustments

Schedule 4.15A Revised Totals	\$ - \$	-
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Exhibit 2.1(c)

1	Shared-Loss Month
2	Loan ID
3	First payment date
4	Property type
5	Lien
6	Original loan amount
7	Documentation
8	Original FICO
9	Original LTV
10	Original combined LTV
11	Original front-end DTI
12	Original back-end DTI
13	Negative Amortization cap
14	Property city
15	Property state
16	Property street address
17	Property zip
18	Maturity date
19	MI Coverage
20	Occupancy
21	Interest rate type
22	Product Type
23	Loan amortization type
24	Lookback
25	Margin
26	Interest rate index
27	Interest rate cap
28	Interest rate floor
29	First interest cap
30	Periodic interest cap
31	Periodic interest floor
32	Pay Cap
33	UPB
34	Interest rate
35	Paid-to date
36	Next payment due date
37	Scheduled payment

38	Escrow payment
39	Escrow balance
40	Next interest rate reset date
41	Next payment reset date
42	Rate reset period
43	Payment reset period
44	Payment History
45	Exceptional Loan Status
46	Valuation date
47	Valuation amount
48	Valuation type
49	Household income
50	Current FICO
51	Maximum Draw Amount
52	Draw period
53	Superior Lien Balance

Exhibit 2a (1)
CALCULATION OF RESTRUCTURING LOSS - HAMP or FDIC LOAN
MODIFICATION

1 Shared-Loss Month	20090531
2 Loan no:	123456
3 Modification Program:	HAMP
<u>Loan before Restructuring</u>	
4 Unpaid principal balance	450000
5 Remaining term	298
6 Interest rate	0.06500
7 Next ARM reset rate (if within next 4 months)	0.00000
8 Interest Paid-To-Date	20081230
9 Delinquency Status	FC
10 Monthly payment - P&I	3047
11 Monthly payment - T&I	1000
Total monthly payment	4047
12 Household current annual income	95000
13 Valuation Date	20090121
14 Valuation Amount	425000
Valuation Type (Interior/exterior appraisal, BPO, AVM, etc)	AVM
<u>Terms of Modified/Restructured Loan</u>	
16 1st Trial Payment Due Date	20090119
17 Modification Effective Date	20090419
Net Unpaid Principal Balance (net of forbearance & principal reduction)	467188
19 Principal forbearance	0
20 Principal reduction	0
21 Product (fixed or step)	step
22 Remaining amortization term	480
23 Maturity date	20490119
24 Interest rate	0.02159
25 Next Payment due date	20090601
26 Monthly payment - P&I	1454
27 Monthly payment - T&I	1000
Total monthly payment	2454
28 Next reset date	20140501
29 Interest rate change per adjustment	0.01000
30 Lifetime interest rate cap	0.05530
31 Back end DTI	0.45000
<u>Restructuring Loss Calculation</u>	
same as Unpaid Principal Balance before	
4 above restructuring/modification	450000
34 Accrued interest, limited to 90 days	7313
35 Attorney's fees	0
Foreclosure costs, including title search, filing fees, advertising, etc.	500
37 Property protection costs, maint. and repairs	0
38 Tax and insurance advances	2500
Other Advances	
39 Appraisal/Broker's Price Opinion fees	100
40 Inspections	0
41 Other	0
Total loan balance due before restructuring	460413
<u>Cash Recoveries:</u>	
42 MI contribution	0
43 Other credits	0
44 T & I escrow account balances, if positive	
Total Cash Recovery	0
<u>Assumptions for Calculating Loss Share Amount, Restructured Loan:</u>	
45 Discount rate for projected cash flows	0.05530
46 Loan prepayment in full	120
47 NPV of projected cash flows (see amort schd1)	386927
48 Gain/Loss Amount	73485

Exhibit 2a(2)

CALCULATION OF RESTRUCTURING LOSS - 2nd FDIC MODIFICATION

1 Shared-Loss Month	20090531
2 Loan no:	123456
3 Modification Program:	FDIC
<u>Loan before Restructuring</u>	
4 Unpaid principal balance	450000
5 Remaining term	298
6 Interest rate	0.06500
7 Next ARM reset rate (if within next 4 months)	0.00000
8 Interest Paid-To-Date	20081230
9 Delinquency Status	FC
10 Monthly payment - P&I	3047
11 Monthly payment - T&I	1000
Total monthly payment	4047
12 Household current annual income	95000
13 Valuation Date	20090121
14 Valuation Amount	425000
Valuation Type (Interior/exterior appraisal, BPO, AVM, etc)	AVM
<u>Terms of Modified/Restructured Loan</u>	
16 1st Trial Payment Due Date	20090201
17 Modification Effective Date	20090501
Net Principal balance (net of forbearance & principal reduction)	467188
19 Principal forbearance	0
20 Principal reduction	0
21 Product (fixed or step)	step
22 Remaining amortization term	400
23 Maturity date	20490501
24 Interest rate	0.02159
25 Next Payment due date	20090601
26 Monthly payment - P&I	1454
27 Monthly payment - T&I	1000
Total monthly payment	2454
28 Next reset date	20140501
29 Interest rate change per adjustment	0.01000
30 Lifetime interest rate cap	0.05530
31 Back end DTI	0.45000
<u>Restructuring Loss Calculation</u>	
32 Previous NPV of loan modification	458740
33 Less: Post modification principal payments	2500
Plus:	
35 Attorney's fees	0
Foreclosure costs, including title search, filing fees, advertising, etc.	500
37 Property protection costs, maint. and repairs	0
38 Tax and insurance advances	2500
Other Advances	
39 Appraisal/Broker's Price Opinion fees	100
40 Inspections	0
41 Other	0
Total loan balance due before restructuring	459340
<u>Cash Recoveries:</u>	
42 MI contribution	0
43 Other credits	0
44 T & I escrow account balances, if positive	
Total Cash Recovery	0
<u>Assumptions for Calculating Loss Share Amount, Restructured Loan:</u>	
45 Discount rate for projected cash flows	0.05530
46 Loan prepayment in full	120
47 NPV of projected cash flows (see amort schd1)	386927
48 Gain/Loss Amount	72413

Notes to Exhibits 2a (restructuring)

1. The data shown are for illustrative purpose. The figures will vary for actual restructurings.
2. For purposes of loss sharing, losses on restructured loans are calculated as the difference between:
 - a. The principal, accrued interest, advances due on the loan, and allowable 3rd party fees prior to restructuring (2a(1) lines 34-41, 2a(2) lines 33-41), and
 - b. The Net Present Value (NPV) of the estimated cash flows (line 47). The cash flows should assume no default or prepayment for 10 years, followed by prepayment in full at the end of 10 years (120 months).
3. For owner-occupied residential loans, the NPV is calculated using the most recently published Freddie Mac survey rate on 30-year fixed rate loans as of the restructure date.
4. For investor owned or non-owner occupied residential loans, the NPV is calculated using commercially reasonable rate on 30-year fixed rate loans as of the restructure date.
5. If the new loan is an adjustable-rate loan, interest rate resets and related cash flows should be projected based on the index rate in effect at the date of the loan restructuring. If the restructured loan otherwise provides for specific charges in monthly P&I payments over the term of the loan, those changes should be reflected in the projected cash flows. Assuming Institution must retain supporting schedule of projected cash flows as required by Section 2.1 of the Single Family Shared-Loss Agreement and provide it to the FDIC if requested for a sample audit.
6. Do not include late fees, prepayment penalties, or any similar lender fees or charges by the Failed Bank or Assuming Institution to the loan account, any allocation of Assuming Institution's servicing costs, or any allocations of Assuming Institution's general and administrative (G&A) or other operating costs.
7. The amount of accrued interest that may be added to the balance of the loan is limited to the minimum of:
 - a. 90 days
 - b. The number of days that the loan is delinquent at the time of restructuring
 - c. The number of days between the resolution date and the restructuringTo calculate accrued interest, apply the note interest rate that would have been in effect if the loan were performing to the principal balance after application of the last payment made by the borrower.

Exhibit 2b(1)
CALCULATION OF LOSS FOR SHORT SALE LOANS
Loan written down to book value prior to Loss Share

1 Shared-Loss Month:	20090531
2 Loan #	62201
3 Interest Paid-to-Date	20071130
4 Short Payoff Date	20090522
5 Note Interest rate	0.08500
6 Occupancy	Owner
If owner occupied:	
7 Household current annual income	45000
8 Estimated NPV of loan mod	220000
9 Valuation Date	20090121
10 Valuation Amount	300000
Valuation Type (Interior/exterior appraisal, 11 BPO, AVM, etc)	
	Ext Appraisal

Short-Sale Loss calculation

13 Book Value	300000
14 Less: Post closing principal payments	0
17 Accrued interest, limited to 90 days	6375
18 Attorney's fees	75
Foreclosure costs, including title search,	
19 filing fees, advertising, etc.	0
Property protection costs, maint., repairs and any costs or expenses relating to	
20 environmental conditions	0
21 Tax and insurance advances	0
Other Advances	
22 Appraisal/Broker's Price Opinion fees	250
23 Inspections	600
24 Other	0
25 Incentive to borrower	5000
Gross balance recoverable by Purchaser	
	312300
26 Amount accepted in Short-Sale (net proceeds)	275000
27 Hazard Insurance	0
28 Mortgage Insurance	0
29 T & I escrow account balance, if positive	0
30 Other credits, if any (itemize)	0
Total Cash Recovery	
	275000
31 Gain/Loss Amount	37300

¹ Costs with respect to environmental remediation activities
are limited to \$200,000 unless prior consent of the FDIC
Line item definitions located in SF Data Submission Handbook

Exhibit 2b(2)
CALCULATION OF LOSS FOR SHORT SALE LOANS
No Preceding Loan Mod under Loss Share

1 Shared-Loss Month:	20090531
2 Loan #	58776
3 Interest Paid-to-Date	20080731
4 Short Payoff Date	20090417
5 Note Interest rate	0.07750
6 Occupancy	Owner
If owner occupied:	
7 Household current annual income	38500
8 Estimated NPV of loan mod	200000
9 Valuation Date	20090121
10 Valuation Amount	300000
11 Valuation Type (Interior/exterior appraisal, BPO, AVM, etc)	Ext Appraisal

Short-Sale Loss calculation

12 Loan UPB	375000
17 Accrued interest, limited to 90 days	7266
18 Attorney's fees	0
Foreclosure costs, including title search,	
19 filing fees, advertising, etc.	400
Property protection costs, maint., repairs and any costs or expenses relating to	
20 environmental conditions	1450
21 Tax and insurance advances	0
Other Advances	
22 Appraisal/Broker's Price Opinion fees	350
23 Inspections	600
24 Other	0
25 Incentive to borrower	2000
Gross balance recoverable by Purchaser	387066
26 Amount accepted in Short-Sale (net proceeds)	255000
27 Hazard Insurance	0
28 Mortgage Insurance	0
T & I escrow account balance, if positive	0
29	
30 Other credits, if any (itemize)	0
Total Cash Recovery	255000
31 Gain/Loss Amount	132066

¹ Costs with respect to environmental remediation activities are limited to \$200,000 unless prior consent of the FDIC
Line item definitions located in SF Data Submission Handbook

Notes to Exhibits 2b (short sale)

1. The data shown are for illustrative purpose. The figures will vary for actual short sales.
2. The covered loss is the difference between the gross balance recoverable by Purchaser and the total cash recovery. There are two methods of calculation for covered losses from short sales, depending upon the circumstances. They are shown below:
 - a. If the loan was restructured when the Loss Share agreement was in place, and then the short sale occurred, use Exhibit 2b(3). This version uses the Net Present Value (NPV) of the modified loan as the starting point for the covered loss.
 - b. Otherwise, use Exhibit 2b(2). This version uses the unpaid balance of the loan as of the last payment as the starting point for the covered loss.
 - c. Use Exhibit 2b(1) for loans written down to book value prior to the shared-loss agreement.
3. For Exhibit 2b(2), the gross balance recoverable by the purchaser is calculated as the sum of lines 12 – 25; it is shown after line 25. For Exhibit 2b(3), the gross balance recoverable by the purchaser is calculated as line 15 minus line 16 plus lines 18 – 25; it is shown after line 25.
4. For Exhibit 2b(2), the total cash recovery is calculated as the sum of lines 26 – 30; it is shown in line 31. For Exhibit 2b(3), the total cash recovery is calculated as the sum of lines 26 – 30; it is shown after line 30.
5. Reasonable and customary third party attorney's fees and expenses incurred by or on behalf of Assuming Institution in connection with any enforcement procedures, or otherwise with respect to such loan, are reported under Attorney's fees.
6. Do not include late fees, prepayment penalties, or any similar lender fees or charges by the Failed Bank or Assuming Institution to the loan account, any allocation of Assuming Institution's servicing costs, or any allocations of Assuming Institution's general and administrative (G&A) or other operating costs.
7. If Exhibit 2b(3) is used, then no accrued interest may be included as a covered loss. Otherwise, the amount of accrued interest that may be included as a covered loss is limited to the minimum of:
 - a. 90 days
 - b. The number of days that the loan is delinquent when the property was sold
 - c. The number of days between the resolution date and the date when the property was sold

To calculate accrued interest, apply the note interest rate that would have been in effect if the loan were performing to the principal balance after application of the last payment made by the borrower.

Exhibit 2c(1)
CALCULATION OF FORECLOSURE LOSS

ORE or Foreclosure Occurred Prior to Loss Share Agreement

1 Shared-Loss Month	20090630
2 Loan no:	364574
3 Interest Paid-To-Date	20071001
4 Foreclosure sale date	20080202
5 Liquidation date	20090412
6 Note Interest rate	0.08100
10 Valuation Date	20090121
11 Valuation Amount	228000
12 Valuation Type (Interior/exterior appraisal, BPO, AVM, etc)	Int Appr

Foreclosure Loss calculation

13 Book value at date of Loss Share agreement	244900
14 Less: Post closing principal payments	0
	3306

Costs incurred after Loss Share agreement in place:

19 Attorney's fees	0
20 Foreclosure costs, including title search, filing fees, advertising, etc.	0
21 Property protection costs, maint. and repairs	6500
22 Tax and insurance advances	0
23 Other Advances	
23 Appraisal/Broker's Price Opinion fees	0
24 Inspections	0
25 Other	0

Gross balance recoverable by Purchaser	254706
--	--------

Cash Recoveries:

26 Net liquidation proceeds (from HUD-1 settl stmt)	219400
27 Hazard Insurance proceeds	0
28 Mortgage Insurance proceeds	0
29 T & I escrow account balances, if positive	0
30 Other credits, if any (itemize)	0
Total Cash Recovery	219400

31 Gain/Loss Amount	35306
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Line item definitions located in SF Data Submission Handbook

Exhibit 2c(2)
CALCULATION OF FORECLOSURE LOSS
During Term of the Agreement
No Preceding Loan Mod under Loss
Share

1	Shared-Loss Month	20090531
2	Loan no:	292334
3	Interest Paid-to-Date	20080430
4	Foreclosure sale date	20090115
5	Liquidation date	20090412
6	Note Interest rate	0.08000
7	Occupancy	Owner
	If owner occupied:	
8	Household current annual income	42000
9	Estimated NPV of loan mod	195000
10	Valuation Date	20090121
11	Valuation Amount	235000
12	Valuation Type (Interior/exterior appraisal, BPO, AVM, etc)	Ext BPO
<u>Foreclosure Loss calculation</u>		
14	Loan Principal balance at property reversion	300000
	Plus:	
18	Accrued interest, limited to 90 days	6000
19	Attorney's fees	0
	Foreclosure costs, including title search, filing fees, advertising, etc.	
20		4000
21	Property protection costs, maint. and repairs	5500
22	Tax and insurance advances	1500
	Other Advances	
23	Appraisal/Broker's Price Opinion fees	0
24	Inspections	50
25	Other	0
	Gross balance recoverable by Purchaser	317050
<u>Cash Recoveries:</u>		
26	Net liquidation proceeds (from HUD-1 settl stmt)	205000
27	Hazard Insurance proceeds	0
28	Mortgage Insurance proceeds	0
29	T & I escrow account balances, if positive	0
30	Other credits, if any (itemize)	0
	Total Cash Recovery	205000
31	Gain/Loss Amount	112050

Line item definitions located in SF Data Submission Handbook

Exhibit 2c(3)
CALCULATION OF FORECLOSURE LOSS
Foreclosure after a Covered Loan Mod

1	Shared-Loss Month	20090531
2	Loan no:	138554
3	Interest Paid-to-Date	20080430
4	Foreclosure sale date	20090115
5	Liquidation date	20090412
6	Note Interest rate	0.04000
10	Valuation Date	20081215
11	Valuation Amount	210000
12	Valuation Type (Interior/exterior appraisal, BPO, AVM, etc)	Ext Appr
<u>Foreclosure Loss calculation</u>		
16	NPV of projected cash flows at loan mod	285000
17	Less: Post modification principal payments	2500
	Plus:	
19	Attorney's fees	0
	Foreclosure costs, including title search, filing fees,	
20	advertising, etc.	4000
21	Property protection costs, maint. and repairs	7000
22	Tax and insurance advances	2000
	Other Advances	
23	Appraisal/Broker's Price Opinion fees	0
24	Inspections	0
25	Other	0
	 Gross balance recoverable by Purchaser	 295500
<u>Cash Recoveries:</u>		
26	Net liquidation proceeds (from HUD-1 settl stmt)	201000
27	Hazard Insurance proceeds	0
28	Mortgage Insurance proceeds	0
29	T & I escrow account balances, if positive	0
30	Other credits, if any (itemize)	0
	Total Cash Recovery	201000
31	Gain/Loss Amount	94500

Line item definitions located in SF Data Submission Handbook

Notes to Exhibits 2c (foreclosure)

2. The data shown are for illustrative purpose. The figures will vary for actual restructurings.
3. The covered loss is the difference between the gross balance recoverable by Purchaser and the total cash recovery. There are three methods of calculation for covered losses from foreclosures, depending upon the circumstances. They are shown below:
 - a. If foreclosure occurred prior to the beginning of the Loss Share agreement, use Exhibit 2c(1). This version uses the book value of the REO as the starting point for the covered loss.
 - b. If foreclosure occurred after the Loss Share agreement was in place, and if the loan was not restructured when the Loss Share agreement was in place, use Exhibit 2c(2). This version uses the unpaid balance of the loan as of the last payment as the starting point for the covered loss.
 - c. If the loan was restructured when the Loss Share agreement was in place, and then foreclosure occurred, use Exhibit 2c(3). This version uses the Net Present Value (NPV) of the modified loan as the starting point for the covered loss.
4. For Exhibit 2c(1), the gross balance recoverable by the purchaser is calculated as the sum of lines 13 – 25; it is shown after line 25. For Exhibit 2c(2), the gross balance recoverable by the purchaser is calculated as the sum of lines 14 – 25; it is shown after line 25. For Exhibit 2c(3), the gross balance recoverable by the purchaser is calculated as line 16 minus line 17 plus lines 17 – 25; it is shown after line 25.
5. For Exhibit 2c(1), the total cash recovery is calculated as the sum of lines 26 – 30; it is shown in line 31. For Exhibit 2c(2), the total cash recovery is calculated as the sum of lines 26 – 30; it is shown in line 31. For Exhibit 2c(3), the total cash recovery is calculated as the sum of lines 26 – 30; it is shown in line 31.
6. Reasonable and customary third party attorney's fees and expenses incurred by or on behalf of Assuming Institution in connection with any enforcement procedures, or otherwise with respect to such loan, are reported under Attorney's fees.
7. Assuming Institution's (or Third Party Servicer's) reasonable and customary out-of-pocket costs paid to either a third party or an affiliate (if affiliate is pre-approved by the FDIC) for foreclosure, property protection and maintenance costs, repairs, assessments, taxes, insurance and similar items are treated as part of the gross recoverable balance, to the extent they are not paid from funds in the borrower's escrow account. Allowable costs are limited to amounts per Freddie Mac and Fannie Mae guidelines (as in effect from time to time), where applicable, provided that this limitation shall not apply to costs or expenses relating to environmental conditions.
8. Do not include late fees, prepayment penalties, or any similar lender fees or charges by the Failed Bank or Assuming Institution to the loan account, any allocation of Assuming Institution's servicing costs, or any allocations of Assuming Institution's general and administrative (G&A) or other operating costs.
9. If Exhibit 2c(3) is used, then no accrued interest may be included as a covered loss. The amount of accrued interest that may be included as a covered loss on Exhibit 2c(2) is limited to the minimum of:
 - a. 90 days
 - b. The number of days that the loan is delinquent when the property was sold

- c. The number of days between the resolution date and the date when the property was sold

To calculate accrued interest, apply the note interest rate that would have been in effect if the loan were performing to the principal balance after application of the last payment made by the borrower.

Exhibit 2d(1)

CALCULATION OF LOSS FOR UNRELATED 2ND LIEN CHARGE-OFF

1 Shared-Loss Month:	20090531	
2 Loan #	58776	
3 Interest paid-to-date	20081201	
4 Charge-Off Date	20090531	
5 Note Interest rate	0.03500	
6 Occupancy	Owner	
If owner occupied:		
7 Household current annual income	0	
8 Valuation Date	20090402	
9 Valuation Amount	230000	
Valuation Type (Interior/exterior appraisal, 10 BPO, AVM, etc)		BPO
11 Balance of superior liens	210000	

Charge-Off Loss calculation

12 Loan Principal balance	55000	
13 Charge-off amount (principal only)	55000	
Plus:		
14 Accrued interest, limited to 90 days	481	
15 Attorney's fees	0	
Foreclosure costs, including title search, 16 filing fees, advertising, etc.		250
Property protection costs, maint., repairs and any costs or expenses relating to 17 environmental conditions		0
18 Tax and insurance advances	0	
Other Advances		
19 Appraisal/Broker's Price Opinion fees	75	
20 Inspections	0	
21 Other	0	
Gross balance recoverable by Purchaser		55806
22 Foreclosure sale proceeds	0	
23 Hazard Insurance proceeds	0	
24 Mortgage Insurance proceeds	0	
25 Tax overage	0	
26 Short sale payoff	1500	
27 Other credits, if any (itemize)	0	
Total Cash Recovery		1500
28 Loss Amount	54306	

¹ Costs with respect to environmental remediation activities
are limited to \$200,000 unless prior consent of the FDIC

Line item definitions located in SF Data Submission Handbook

Exhibit 2d(2)

Shared-Loss Month:
Loan no.:

[input month]
[input loan no.]

NOTE

The calculation of recovery on a loan for which a Restructuring Loss has been paid will only apply if the loan is sold.

EXAMPLE CALCULATION

Restructuring Loss Information

Loan principal balance before restructuring		\$ 200,000	A
NPV, restructured loan		<u>165,000</u>	B
Loss on restructured loan		\$ 35,000	A – B
Times FDIC applicable loss share % (80%)		<u>80%</u>	
Loss share payment to purchaser		\$ 28,000	C

Calculation – Recovery amount due to Receiver

Loan sales price		\$ 190,000	
NPV of restructured loan at mod date		<u>165,000</u>	
Gain - step 1		<u>25,000</u>	D
	PLUS		
Loan UPB after restructuring	(1)	200,000	
Loan UPB at liquidation date		<u>192,000</u>	
Gain - step 2 (principal collections after restructuring)		<u>8,000</u>	E
Recovery amount		33,000	D + E
Times FDIC loss share %		<u>80%</u>	
Recovery due to FDIC		\$ 26,400	F

Net loss share paid to purchaser (C – F) **\$ 1,600**

Proof Calculation

Loan principal balance	(2)	<u>\$ 200,000</u>	G
Principal collections on loan		8,000	
Sales price for loan		<u>190,000</u>	
Total collections on loan		<u>198,000</u>	H
Net loss on loan		\$ 2,000	G – H
Times FDIC applicable loss share % (80%)		<u>80%</u>	
Loss share payment to purchaser		\$ 1,600	

- (1) This example assumes that the FDIC loan modification program as shown in Exhibit 5 is applied and the loan restructuring does not result in a reduction in the loan principal balance due from the borrower.
- (2) This proof calculation is provided to illustrate the concept and Buyer is not required to provide this with its Recovery calculations.

**Exhibit 3
Portfolio Performance and Summary Schedule**

**SHARED-LOSS LOANS
PORTFOLIO PERFORMANCE AND SUMMARY SCHEDULE
MONTH ENDED:** [input report month]

POOL SUMMARY

	#	\$
Loans at Sale Date	<u>XX</u>	<u>XX</u>
Loans as of this month-end	<u>XX</u>	<u>XX</u>

[REDACTED]

[REDACTED]

PORTFOLIO PERFORMANCE STATUS

	#	\$	Percent of Total #
Current			
30 – 59 days past due			
60 – 89 days past due			
90 – 119 days past due			
120 and over days past due			
In foreclosure			
ORE			
Total			

Memo Item:

Loans in process of restructuring – total			[REDACTED]
Loans in bankruptcy			

Loans in process of restructuring by delinquency status

Current	
30 - 59 days past due	
60 - 89 days past due	
90 - 119 days past due	
120 and over days past due In foreclosure	
Total	

List of Loans Paid Off During Month

Loan #

Principal
Balance

List of Loans Sold During Month

Loan #

Principal
Balance

**Exhibit 4
Wire Transfer Instructions**

PURCHASER WIRING INSTRUCTIONS

BANK RECEIVING WIRE _____

9 DIGIT ABA ROUTING NUMBER _____

ACCOUNT NUMBER _____

NAME OF ACCOUNT _____

ATTENTION TO WHOM _____

PURPOSE OF WIRE _____

FDIC RECEIVER WIRING INSTRUCTIONS

BANK RECEIVING WIRE _____

SHORT NAME _____

ADDRESS OF BANK RECEIVING WIRE _____

9 DIGIT ABA ROUTING NUMBER _____

ACCOUNT NUMBER _____

NAME OF ACCOUNT _____

ATTENTION TO WHOM _____

PURPOSE OF WIRE _____

EXHIBIT 5

FDIC MORTGAGE LOAN MODIFICATION PROGRAM

Objective

The objective of this FDIC Mortgage Loan Modification Program (“Program”) is to modify the terms of certain residential mortgage loans so as to improve affordability, increase the probability of performance, allow borrowers to remain in their homes and increase the value of the loans to the FDIC and assignees. The Program provides for the modification of Qualifying Loans (as defined below) by reducing the borrower’s monthly housing debt to income ratio (“DTI Ratio”) to no more than 31% at the time of the modification and eliminating adjustable interest rate and negative amortization features.

Qualifying Mortgage Loans

In order for a mortgage loan to be a Qualifying Loan it must meet all of the following criteria, which must be confirmed by the lender:

- The collateral securing the mortgage loan is owner-occupied and the owner’s primary residence; and
- The mortgagee has a first priority lien on the collateral; and
- Either the borrower is at least 60 days delinquent or a default is reasonably foreseeable.

Modification Process

The lender shall undertake a review of its mortgage loan portfolio to identify Qualifying Loans. For each Qualifying Loan, the lender shall determine the net present value of the modified loan and, if it will exceed the net present value of the foreclosed collateral upon disposition, then the Qualifying Loan shall be modified so as to reduce the borrower’s monthly DTI Ratio to no more than 31% at the time of the modification. To achieve this, the lender shall use a combination of interest rate reduction, term extension and principal forbearance, as necessary.

The borrower’s monthly DTI Ratio shall be a percentage calculated by dividing the borrower’s monthly income by the borrower’s monthly housing payment (including principal, interest, taxes and insurance). For these purpose of the foregoing calculation:

(1) the borrower’s monthly income shall be defined as the borrower’s (along with any co-borrowers’) income amount before any payroll deductions and includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, and monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income. All income information must be documented and verified. If the borrower receives public assistance or collects unemployment, Buyer must determine whether the public assistance or unemployment income will continue for at least nine (9) months.

(2) the borrower’s monthly housing payment shall be the amount required to pay monthly principal and interest plus one-twelfth of the then current annual amount required to pay real property taxes and homeowner’s insurance with respect to the collateral.

In order to calculate the monthly principal payment, the lender shall capitalize to the outstanding principal balance of the Qualifying Loan the amount of all delinquent interest, delinquent taxes, past due insurance premiums, third party fees and (without duplication) escrow advances (such amount, the “Capitalized Balance”).

In order to achieve the goal of reducing the DTI Ratio to 31%, the lender shall take the following steps in the following order of priority with respect to each Qualifying Loan:

1. Reduce the interest rate to the then current Freddie Mac Survey Rate for 30-year fixed rate mortgage loans, and adjust the term to 30 years.
2. If the DTI Ratio is still in excess of 31%, reduce the interest rate further, but no lower than 3%, until the DTI ratio of 31% is achieved.
3. If the DTI Ratio is still in excess of 31% after adjusting the interest rate to 3%, extend the remaining term of the loan by 10 years.
4. If the DTI Ratio is still in excess of 31%, calculate a new monthly payment (the “Adjusted Payment Amount”) that will result in the borrower’s monthly DTI Ratio not exceeding 31%. After calculating the Adjusted Payment Amount, the lender shall bifurcate the Capitalized Balance into two portions – the amortizing portion and the non-amortizing portion. The amortizing portion of the Capitalized Balance shall be the mortgage amount that will fully amortize over a 40-year term at an annual interest rate of 3% and monthly payments equal to the Adjusted Payment Amount. The non-amortizing portion of the Capitalized Balance shall be the difference between the Capitalized Balance and the amortizing portion of the Capitalized Balance. If the amortizing portion of the Capitalized Balance is less than 75% of the current estimated value of the collateral, then the lender may choose not to restructure the loan. If the lender chooses to restructure the loan, then the lender shall forbear on collecting the non-amortizing portion of the Capitalized Balance, and such amount shall be due and payable only upon the earlier of (i) maturity of the modified loan, (ii) a sale of the property or (iii) a pay-off or refinancing of the loan. No interest shall be charged on the non-amortizing portion of the Capitalized Balance, but repayment shall be secured by a first lien on the collateral.

Special Note:

The net present value calculation used to determine whether a loan should be modified based on the modification process above is distinct and different from the net present value calculation used to determine the covered loss if the loan is modified. Please refer only to the net present value calculation described in this exhibit for the modification process, with its separate assumptions, when determining whether to provide a modification to a borrower. Separate assumptions may include, without limitation, Assuming Institution’s determination of a probability of default without modification, a probability of default with modification, home price forecasts, prepayment speeds, and event timing. These assumptions are applied to different projected cash flows over the term of the loan, such as the projected cash flow of the loan performing or defaulting without modification and the projected cash flow of the loan performing or defaulting with modification.

By contrast, the net present value for determining the covered loss is based on a 10 year period. While the assumptions in the net present value calculation used in the modification process may change, the net present value calculation for determining the covered loss remains constant.

Related Junior Lien Mortgage Loans

In cases where the lender holds a junior lien mortgage loan that is collateralized by the same property that collateralizes a Qualifying Loan that is modified as described above, the junior lien mortgage loan shall also be modified to enhance overall affordability to the borrower. At a minimum, the lender shall reduce the interest rate on the junior lien mortgage loan to no more than 2% per annum. Further modifications may be made at the lender's discretion as needed to support affordability and performance of the modified first lien Qualifying Loan.

COMMERCIAL SHARED-LOSS AGREEMENT

This Commercial Shared-Loss Agreement (this "Commercial Shared-Loss Agreement") for the reimbursement of loss sharing on certain Shared-Loss Assets (as that term is defined herein) and other assets, shall apply to the Loans, other than those to which the Single Family Shared-Loss Agreement applies, purchased by Buyer pursuant to the terms of that certain Loan Sale Agreement between Seller and Buyer dated as of July 9, 2010 ("LSA"). The terms hereof shall modify and supplement, as necessary, the terms of the LSA to which this Commercial Shared-Loss Agreement is attached as part of Attachment "H" thereto. To the extent any inconsistencies may arise between the terms of the LSA and this Commercial Shared-Loss Agreement with respect to the subject matter of this Commercial Shared-Loss Agreement, the terms of this Commercial Shared-Loss Agreement shall control. References in this Commercial Shared-Loss Agreement to a particular Section shall be deemed to refer to a Section in this Commercial Shared-Loss Agreement, unless the context indicates that it is intended to be a reference to a Section of the LSA.

ARTICLE I -- DEFINITIONS

Capitalized terms used in this Commercial Shared-Loss Agreement that are not defined in this Commercial Shared-Loss Agreement are defined in the LSA. In addition to the terms defined above, defined below are certain additional terms relating to loss-sharing, as used in this Commercial Shared-Loss Agreement.

"AAA" means the American Arbitration Association as provided in Section 2.1(f)(iii) of this Commercial Shared-Loss Agreement.

"Accrued Interest" means, with respect to any Shared-Loss Loan, Permitted Advance or Shared-Loss Loan Commitment Advance at any time, the amount of earned and unpaid interest, taxes, credit life and/or disability insurance premiums (if any) payable by the Obligor accrued on or with respect to such Shared-Loss Loan, Permitted Advance or Shared-Loss Loan Commitment Advance, all as reflected on the Accounting Records of the Failed Bank or Buyer (as applicable); provided, that Accrued Interest shall not include any amount that accrues on or with respect to any Shared-Loss Loan, Permitted Advance or Shared-Loss Loan Commitment Advance after that Asset has been placed on non-accrual or nonperforming status by either the Failed Bank or Buyer (as applicable).

"Additional ORE" means Shared-Loss Loans that become Other Real Estate after the Bank Closing Date.

"Affiliate" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841, provided, that, for purposes of this Commercial Shared-Loss Agreement, no Third Party Servicer shall be deemed to be an Affiliate of Buyer.

"Aggregate Net Charge-Offs" means the total amount of Charge-Offs, less the total amount of Recoveries, for all Shared-Loss Quarters and all Recovery Quarters.

“Applicable Anniversary of the Commencement Date” means the fifth (5th) anniversary of the Commencement Date.

“Applicable Percentage” means the percentage of shared-loss Seller will incur with respect to this Commercial Shared-Loss Agreement, which is eighty percent (80%) until the total of Net Charge-Offs equals the Commercial Intrinsic Loss Estimate, and eighty percent (80%) thereafter.

“Calendar Quarter” means a quarterly period (a) for the first such period, beginning on the Commencement Date and ending on the last calendar day of either March, June, September or December, whichever is the first to occur after the Commencement Date, and (b) for quarterly periods thereafter, beginning on the first calendar day of the calendar month immediately after the month that ended the prior period and ending on the last calendar day of each successive three-calendar-month period thereafter (i.e., each March, June, September and December, starting in the applicable order depending on the ending date of first such period) of any year.

“Capitalized Expenditures” means those expenditures that (i) would be capitalized under generally accepted accounting principles, and (ii) are incurred with respect to Shared-Loss Loans, Other Real Estate, or Additional ORE. Capitalized Expenditures shall not include expenses related to environmental conditions including, but not limited to, remediation, storage or disposal of any hazardous or toxic substances or any pollutant or contaminant.

“Charge-Offs” means, with respect to any Shared-Loss Assets for any period, an amount equal to the aggregate amount of loans or portions of loans classified as “Loss” under the Examination Criteria, including

(a) charge-offs of

(i) the principal amount of such assets net of unearned interest (including write-downs associated with Other Real Estate, Additional ORE, or loan modification(s)); and

(ii) Accrued Interest; and

(iii) Capitalized Expenditures; plus

(b) Pre-Charge-Off Expenses incurred on the respective Shared-Loss Loans, all as effected by Buyer during such period and reflected on the Accounting Records of Buyer; provided, that:

(i) the aggregate amount of Accrued Interest (including any reversals thereof) for the period after Bank Closing that shall be included in determining the amount of Charge-Offs for any Shared-Loss Loan shall not exceed ninety (90) days Accrued Interest; and

(ii) no Charge-Off shall be taken with respect to any anticipated expenditure by Buyer until such expenditure is actually incurred; and

(iii) any financial statement adjustments made in connection with the purchase of any Assets pursuant to this LSA or any future purchase, merger, consolidation or other acquisition of Buyer shall not constitute “Charge-Offs”; and

(iv) except for Portfolio Sales, the sale or other disposition of Other Real Estate, or Additional ORE to a Person other than an Affiliate of Buyer conducted in a commercially reasonable and prudent manner, or any other sales or dispositions consented to by Seller, losses incurred on the sale or other disposition of Shared-Loss Assets or Shared-Loss Securities to any Person shall not constitute Charge-Offs.

“Commencement Date” means the first calendar day following Bank Closing.

“Commercial Intrinsic Loss Estimate” means total losses under this Commercial Shared-Loss Agreement in the amount of Seventy-Seven Million dollars (\$77,000,000.00).

“Consumer Loans” means loans to individuals for household, family and other personal expenditures, not secured by real estate, including but not limited to loans for (i) purchase of private automobiles, pickup trucks, household appliances, furniture, trailers and boats; (ii) repairs or improvements to the borrower’s residence not secured by real estate; (iii) educational expenses, including student loans, whether or not guaranteed by the United States or any state; (iv) medical expenses; (v) taxes; (v) vacations; (vi) personal (non business) debt consolidation; (vii) purchases of mobile homes not combined with real property to be used as a residence; and (viii) other personal expenditures. Consumer Loans can be installment loans, demand loans, single payment time loans, regardless of size or maturity, and regardless of whether the loans are made by the consumer loan department or by any other department within the Failed Bank. Consumer Loans also include retail installment sales paper purchased by the Failed Bank from merchants or dealers, finance companies and others, and extensions of credit pursuant to a credit card plan or debit card plan.

“Environmental Assessment” means an assessment of the presence, storage or release of any hazardous or toxic substance, pollutant or contaminant with respect to the collateral securing a Shared-loss Loan that has been fully or partially charged off.

“Examination Criteria” means the loan classification criteria employed by, or any applicable regulations of, Buyer’s Chartering Authority at the time such action is taken, as such criteria may be amended from time to time.

“Failed Bank Charge-Offs/Write-Downs” means, with respect to any Asset, an amount equal to the aggregate amount of reversals or charge-offs of Accrued Interest and charge-offs and write-downs of principal effected by the Failed Bank with respect to that Asset as reflected on the Accounting Records of the Failed Bank.

“FDIC Party” has the meaning provided in Section 2.1(f)(ii) of this Commercial Shared-Loss Agreement.

“Holding Company” means any company owning Shares of Buyer that is a holding company pursuant to the Bank Holding Company Act of 1956, 12 U.S.C. 1841 *et seq.* or the Home Owner’s Loan Act, 12 U.S.C. 1461 *et seq.*

“Legal Balance” means the amount of indebtedness legally owed by an Obligor with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

“Net Charge-Offs” means, with respect to any period, an amount equal to the aggregate amount of Charge-Offs for such period less the amount of Recoveries for such period.

“Net Loss Amount” means the sum of all Aggregate Net Charge-Offs under this Commercial Shared-Loss Agreement and the Cumulative Loss Amounts under the Single Family Shared-Loss Agreement.

“Neutral Member” has the meaning provided in Section 2.1(f)(ii) of this Commercial Shared-Loss Agreement.

“New Shared-Loss Loans” means loans that would otherwise be subject to loss sharing under this Commercial Shared-Loss Agreement that were originated after the Bid Valuation Date and before Bank Closing.

“Notice of Dispute” has the meaning provided in Section 2.1(f)(iii) of this Commercial Shared-Loss Agreement.

“Other Real Estate” means all of the following (including any of the following fully or partially charged off the books and records of the Failed Bank or Buyer) that (i) are owned by the Failed Bank as of Bank Closing and are purchased pursuant to the LSA or (ii) have arisen subsequent to Bank Closing from the collection or settlement by Buyer of a Shared-Loss Loan:

(A) all interests in real estate (other than Bank Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights; and

(B) all other assets (whether real or personal property) acquired by foreclosure or in full or partial satisfaction of judgments or indebtedness.

“OTTI Adjustment” means any other than temporary impairment of the Shared-Loss Securities, determined pursuant to FAS 115, expressed as a positive number, or reversals of other than temporary impairment, expressed as a negative number (for the avoidance of doubt, normal and customary unrealized mark-to-market changes by reason of the application of fair value accounting do not qualify for loss sharing payments).

“OTTI Loss” means any other than temporary impairment of the Shared-Loss Securities, determined pursuant to FAS 115, expressed as a positive number (for the avoidance of doubt, normal and customary unrealized mark-to-market changes by reason of the application of fair value accounting do not qualify for loss sharing payments).

“Permitted Advance” means an advance of funds by Buyer with respect to a Shared-Loss Loan, or the making of a legally binding commitment by Buyer to advance funds with respect to a Shared-Loss Loan, that

(i) in the case of such an advance, is actually made, and, in the case of such a commitment, is made and all of the proceeds thereof actually advanced, within one (1) year after the Commencement Date; and

(ii) does not cause the sum of

(A) the book value of such Shared-Loss Loan as reflected on the Accounting Records of Buyer after any such advance has been made by Buyer; plus

(B) the unfunded amount of any such commitment made by Buyer related thereto, to exceed 110% of the Book Value of such Shared-Loss Loan; and

(iii) is not made with respect to a Shared-Loss Loan with respect to which

(A) there exists a related Shared-Loss Loan Commitment; or

(B) Buyer has taken a Charge-Off; and

(iv) is made in good faith, is supported at the time it is made by documentation in the Credit Files and conforms to and is in accordance with the applicable requirements set forth in Article III of this Commercial Shared-Loss Agreement and with the then effective written internal credit policy guidelines of Buyer; provided, that the limitations in subparagraphs (i), (ii) and (iii) of this definition shall not apply to any such action (other than to an advance or commitment related to the remediation, storage or final disposal of any hazardous or toxic substance, pollutant or contaminant) that is taken by Assuming Institution in its reasonable discretion to preserve or secure the value of the collateral for such Shared-Loss Loan.

“Permitted Amendment” means, with respect to any Shared-Loss Loan Commitment or Shared-Loss Loan, any amendment, modification, renewal or extension thereof, or any waiver of any term, right, or remedy thereunder, made by Buyer in good faith and otherwise in accordance with the applicable requirements set forth in Article III of this Commercial Shared-Loss Agreement and the then effective written internal credit policy guidelines of Buyer; provided, that:

(i) with respect to a Shared-Loss Loan Commitment or a Shared-Loss Loan that is not a revolving line of credit, no such amendment, modification, renewal, extension, or waiver, except as allowed under the definition of Permitted Advance, shall operate to increase the amount of principal (A) then remaining available to be advanced by Buyer under the Shared-Loss Loan Commitment or (B) then outstanding under the Shared-Loss Loan;

(ii) with respect to a Shared-Loss Loan Commitment or a Shared-Loss Loan that is a revolving line of credit, no such amendment, modification, renewal, extension, or waiver, except as allowed under the definition of Permitted Advance, shall operate to increase the maximum amount of principal authorized as of Bank Closing to be outstanding at any one time under the underlying revolving line of credit relationship with the debtor (regardless of the extent to which such revolving line of credit may have been funded as of Bank Closing or may subsequently have been funded and/or repaid); and

(iii) no such amendment, modification, renewal, extension or waiver shall extend the term of such Shared-Loss Loan Commitment or Shared-Loss Loan beyond the end of the final Shared-Loss Quarter unless the term of such Shared-Loss Loan Commitment or Shared-Loss Loan as existed on Bank Closing was beyond the end of the final Shared-Loss Quarter, in which event no such amendment, modification, renewal, extension or waiver shall extend such term beyond the term as existed as of Bank Closing.

“Pre-Charge-Off Expenses” means those expenses incurred in the usual and prudent management of a Shared-Loss Loan that would qualify as a Reimbursable Expense or Recovery Expense if incurred after a Charge-Off of the related Shared-Loss Asset had occurred.

“Quarterly Certificate” has the meaning provided in Section 2.1(a)(i) of this Commercial Shared-Loss Agreement.

“Recoveries” shall mean the following:

(i) **Generally.**

(A) In addition to any sums to be applied as Recoveries pursuant to subparagraph (ii) below, “Recoveries” means, with respect to any period, the sum of (without duplication):

(1) the amount of collections during such period by Buyer on Charge-Offs of Shared-Loss Assets effected by Buyer prior to the end of the final Shared-Loss Quarter; plus

(2) the amount of collections during such period by Buyer on Failed Bank Charge-Offs/Write-Downs; plus

(3) the amount of gain on any sale or other disposition during such period by Buyer of Shared Loss Loans, Other Real Estate, or Additional ORE (provided, that the amount of any such gain included in Recoveries shall not exceed the aggregate amount of the related Failed Bank Charge-Offs/Write-Downs and Charge-Offs taken and any related Reimbursable Expenses and Recovery Expenses); plus

(4) the amount of collections during such period by Buyer of any Reimbursable Expenses or Recovery Expenses; plus

(5) the amount of any fee or other consideration received by Buyer during or prior to such period in connection with any amendment, modification, renewal, extension, refinance, restructure, commitment or other similar action taken by Buyer with respect to a Shared-Loss Asset with respect to which there exists a Failed Bank Charge-Off/Write-Down or a Shared-Loss Loan as to which a Charge-Off has been effected by Buyer during or prior to such period (provided, that the amount of any such fee or other consideration included in Recoveries shall not exceed the aggregate amount of the related Failed Bank Charge-Offs/Write-Downs and Charge-Offs taken and any related Reimbursable Expenses and Recovery Expenses).

(B) **Order of Application.** For the purpose of determining the amounts to be applied as Recoveries pursuant to subparagraph (A) above, Buyer shall apply amounts received on the Assets that are not otherwise applied to reduce the book value of principal of a Shared-Loss Loan (or, in the case of Other Real Estate, Additional ORE, and Capitalized Expenditures, that are not otherwise applied to reduce the book value thereof) in the following order: first to Charge-Offs and Failed Bank Charge-Offs/Write Downs; then to Reimbursable Expenses and Recovery Expenses; then to interest income; and then to other expenses incurred by Buyer.

(ii) **Interest Income as Recoveries.** If there occurs an amendment, modification, renewal, extension, refinance, restructure, commitment, sale or other similar action with respect to a Shared-Loss Loan as to which there exists a Failed Bank Charge-Off/Write Down or as to which a Charge-Off has been

effected by Buyer during or prior to such period, and if, as a result of such occurrence, Buyer recognizes any interest income for financial accounting purposes on that Shared-Loss Loan, then "Recoveries" shall also include the portion of the total amount of any such interest income recognized by Buyer which is derived by multiplying:

(A) the total amount of any such interest income recognized by Buyer during such period with respect to that Shared-Loss Loan as described above, by

(B) a fraction, the numerator of which is the aggregate principal amount (excluding reversals or charge-offs of Accrued Interest) of all such Failed Bank Charge-Offs/Write-Downs and Charge-Offs effected by Buyer with respect to that Shared-Loss Loan plus the principal amount of that Shared-Loss Loan that has not yet been charged-off but has been placed on nonaccrual status, all of which occurred at any time prior to or during the period in which the interest income referred to in subparagraph (II)(A) immediately above was recognized, and the denominator of which is the total amount of principal indebtedness (including all such prior Failed Bank Charge-Offs/Write-Downs and Charge-Offs as described above) due from the Obligor on that Shared-Loss Loan as of the end of such period;

provided, however, that the amount of any interest income included as Recoveries for a particular Shared-Loss Loan shall not exceed the aggregate amount of (x) Failed Bank Charge-Offs/Write-Downs, (y) Charge-Offs effected by Buyer during or prior to the period in which the amount of Recoveries is being determined, plus (z) any Reimbursable Expenses and Recovery Expenses paid to Buyer pursuant to this Commercial Shared-Loss Agreement during or prior to the period in which the amount of Recoveries is being determined, all with respect to that particular Shared-Loss Loan; and, provided, further, that any collections on any such Shared-Loss Loan that are not applied to reduce book value of principal or recognized as interest income shall be applied pursuant to subparagraph (i) above.

(iii) **Exceptions to Recoveries.** Notwithstanding subparagraphs (i) and (ii) above, the term "Recoveries" shall not include:

(A) any amounts paid to Buyer by Seller pursuant to Section 2.1 of this Commercial Shared-Loss Agreement;

(B) amounts received with respect to Charge-Offs effected by Buyer after the final Shared-Loss Quarter;

(C) after the final Shared-Loss Quarter, income received by Buyer from the operation of, and any gains recognized by Buyer on the disposition of, Other Real Estate, or Additional ORE (such income and gains being hereinafter together referred to as "ORE Income"), except to the extent that aggregate ORE Income exceeds the aggregate expenses paid to third parties by or on behalf of Buyer after the final Shared-Loss Quarter to manage, operate and maintain Other Real Estate, or Additional ORE (such expenses being hereinafter referred to as "ORE Expenses"). In determining the extent aggregate ORE Income exceeds aggregate ORE Expenses for any Recovery Quarter, Buyer will subtract

(1) ORE Expenses paid to third parties during such Recovery Quarter (provided, that, in the case of the final Recovery Quarter only, Buyer will subtract ORE Expenses paid to third parties from the beginning of the final Recovery Quarter up to the date Buyer is required to deliver the final Quarterly Certificate pursuant to this Commercial Shared-Loss Agreement), from

(2) ORE Income received during such Recovery Quarter, to calculate net ORE income (“Net ORE Income”) for that Recovery Quarter. If the amount of Net ORE Income so calculated for a Recovery Quarter is positive, such amount shall be reported as Recoveries on the Quarterly Certificate for such Recovery Quarter.

If the amount of Net ORE Income so calculated for a Recovery Quarter is negative (“Net ORE Loss Carryforward”), such amount shall be added to any ORE Expenses paid to third parties in the next succeeding Recovery Quarter, which sum shall then be subtracted from ORE Income for that next succeeding Recovery Quarter, for the purpose of determining the amount of Net ORE Income (or, if applicable, Net ORE Loss Carryforward) for that next succeeding Recovery Quarter. If, as of the end of the final Recovery Quarter, a Net ORE Loss Carryforward exists, then the amount of the Net ORE Loss Carryforward that does not exceed the aggregate amount of Net ORE Income reported as Recoveries on Quarterly Certificates for all Recovery Quarters may be included as a Recovery Expense on the Quarterly Certificate for the final Recovery Quarter.

“Recovery Amount” has the meaning provided in Section 2.1(b)(ii) of this Commercial Shared-Loss Agreement.

“Recovery Expenses” means, for any Recovery Quarter, the amount of actual, reasonable and necessary out-of-pocket expenses (other than Capitalized Expenditures) paid to third parties (other than Affiliates of Buyer) by or on behalf of Buyer, as limited by Sections 3.2(c) and (d) of Article III to this Commercial Shared-Loss Agreement, to recover amounts owed with respect to:

(i) any Shared-Loss Asset as to which a Charge-Off was effected prior to the end of the final Shared-Loss Quarter (provided that such amounts were incurred no earlier than the date the first Charge-Off on such Shared-Loss Asset could have been reflected on the Accounting Records of Buyer); and

(ii) Failed Bank Charge-Offs/Write-Downs (including, in each case, all costs and expenses related to an Environmental Assessment and any other costs or expenses related to any environmental conditions with respect to the Shared-Loss Assets (it being understood that any remediation expenses for any such pollutant or contaminant are not recoverable if in excess of \$200,000 per Shared-Loss Asset, without Buyer having obtained the prior consent of Seller for such expenses).

Provided, that, so long as income with respect to a Shared-Loss Loan is being prorated pursuant to the arithmetical formula in subsection (ii) of the definition of “Recoveries”, the term “Recovery Expenses” shall not include that portion of any such expenses paid during such Recovery Quarter to recover any amounts owed on that Shared-Loss Loan that is derived by:

subtracting (1) the product derived by multiplying:

(A) the total amount of any such expenses paid by or on behalf of Buyer during such Recovery Quarter with respect to that Shared-Loss Loan, by

(B) a fraction, the numerator of which is the aggregate principal amount (excluding reversals or charge-offs of Accrued Interest) of all such Failed Bank Charge-Offs/Write-Downs and Charge-Offs effected by Buyer with respect to that Shared-Loss Loan plus the principal amount of that Shared-Loss Loan that has not yet been charged-off but has been placed on nonaccrual status, all of which occurred at any time prior to or during the period in which the interest income referred to in subparagraph (ii)(A) of the definition of “Recoveries” was recognized, and the denominator of which is the total amount of principal indebtedness (including all such prior Failed Bank Charge-Offs/Write-Downs and Charge-Offs as described above) due from the Obligor on that Shared-Loss Loan as of the end of such period;

from (2) the total amount of any such expenses paid during that Recovery Quarter with respect to that Shared-Loss Loan.

“Recovery Quarter” has the meaning provided in Section 2.1(a)(ii) of this Commercial Shared-Loss Agreement.

“Reimbursable Expenses” means, for any Shared-Loss Quarter, the amount of actual, reasonable and necessary out-of-pocket expenses (other than Capitalized Expenditures), paid to third parties (other than Affiliates of Buyer) by or on behalf of Buyer, as limited by Sections 3.2(c) and (d) of Article III of this Commercial Shared-Loss Agreement, to:

(i) recover amounts owed with respect to any Shared-Loss Asset as to which a Charge-Off has been effected prior to the end of the final Shared-Loss Quarter (provided that such amounts were incurred no earlier than the date the first Charge-Off on such Shared-Loss Asset could have been reflected on the Accounting Records of Buyer) and recover amounts owed with respect to Failed Bank Charge-Offs/Write-Downs (including, in each case, all costs and expenses related to an Environmental Assessment and any other costs or expenses related to any environmental conditions with respect to the Shared-Loss Assets (it being understood that any such remediation expenses for any such pollutant or contaminant are not recoverable if in excess of \$200,000 per Shared-Loss Asset, without Buyer having obtained the prior consent of Seller for such expenses); provided, that, so long as income with respect to a Shared-Loss Loan is being pro-rated pursuant to the arithmetical formula in subsection (II) of the definition of “Recoveries”, the term “Reimbursable Expenses” shall not include that portion of any such expenses paid during such Shared-Loss Quarter to recover any amounts owed on that Shared-Loss Loan that is derived by:

subtracting (1) the product derived by multiplying:

(A) the total amount of any such expenses paid by or on behalf of Buyer during such Shared-Loss Quarter with respect to that Shared-Loss Loan, by

(B) a fraction, the numerator of which is the aggregate principal amount (excluding reversals or charge-offs of Accrued Interest) of all such Failed Bank Charge-Offs/Write-Downs and Charge-Offs effected by Buyer with respect to that Shared-Loss Loan plus the principal amount of that Shared-Loss Loan that has not yet been charged-off but has been placed on nonaccrual status, all of which occurred at any time prior to or during the period in which the interest income referred to in subparagraph (II)(A) of the definition of “Recoveries” was recognized, and the denominator of which is the total amount of principal indebtedness (including all such prior Failed Bank Charge-Offs/Write-Downs and Charge-Offs as described above) due from the Obligor on that Shared-Loss Loan as of the end of such period;

from (2) the total amount of any such expenses paid during that Shared-Loss Quarter with respect to that Shared-Loss Loan;

(ii) manage, operate or maintain Other Real Estate, or Additional ORE less the amount of any income received by Buyer during such Shared-Loss Quarter with respect to such Other Real Estate, or Additional ORE (which resulting amount under this clause (ii) may be negative);

(iii) litigation expenses with respect to Shared-Loss Assets.

“Review Board” has the meaning provided in Section 2.1(f)(i) of this Commercial Shared-Loss Agreement.

“Shared-Loss Amount” has the meaning provided in Section 2.1(b)(i) of this Commercial Shared-Loss Agreement.

“Shared-Loss Asset Repurchase Price” means, with respect to any Shared-Loss Asset, the principal amount thereof plus any other fees or penalties due from an Obligor (including, subject to the limitations discussed below, the amount of any Accrued Interest) stated on the Accounting Records of Buyer, as of the date as of which the Shared-Loss Asset Repurchase Price is being determined (regardless, in the case of a Shared-Loss Loan, of the Legal Balance thereof) plus all Reimbursable Expenses and Recovery Expenses incurred up to and through the date of consummation of purchase of such Shared-Loss Asset; provided, that (i) in the case of a Shared-Loss Loan there shall be excluded from such amount the amount of any Accrued Interest accrued on or with respect to such Shared-Loss Loan prior to the ninety (90)-day period ending on the day prior to the purchase date determined pursuant to Sections 2.1(e)(i) or 2.1(e)(iii) of this Commercial Shared-Loss Agreement, except to the extent such Accrued Interest was included in the Book Value of such Shared-Loss Loan, and (ii) any collections on a Shared-Loss Loan received by Buyer after the purchase date applicable to such Shared-Loss Loan shall be applied (without duplication) to reduce the Shared-Loss Asset Repurchase Price of such Shared-Loss Loan on a dollar-for-dollar basis. For purposes of determining the amount of unpaid interest which accrued during a given period with respect to a variable-rate Shared-Loss Loan, all collections of interest shall be deemed to be applied to unpaid interest in the chronological order in which such interest accrued.

“Shared-Loss Assets” means Shared-Loss Loans, Other Real Estate purchased by Buyer, Additional ORE, Shared-Loss Subsidiaries, and Capitalized Expenditures, but does not include Shared-Loss Securities.

“Shared-Loss Loan Commitment” means:

(i) any Commitment to make a further extension of credit or to make a further advance with respect to an existing Shared-Loss Loan; and

(ii) any Shared-Loss Loan Commitment (described in subparagraph (i) immediately preceding) with respect to which Buyer has made a Permitted Amendment.

“Shared-Loss Loan Commitment Advance” means an advance pursuant to a Shared-Loss Loan Commitment with respect to which Buyer has not made a Permitted Advance.

“Shared-Loss Loans” means:

(i) (A) Loans purchased by Buyer pursuant to the Commercial Assets pool on Attachment A of the Loan Sale Agreement;

(B) New Shared-Loss Loans purchased by Buyer pursuant to the LSA;

(C) Permitted Advances;

(D) Shared-Loss Loan Commitment Advances, if any; provided, that Shared-Loss Loans shall not include Loans, New Shared-Loss Loans, Permitted Advances and Shared-Loss Loan Commitment Advances with respect to which an Acquired Subsidiary, or a constituent Subsidiary thereof, is an Obligor;

(E) but does not include Consumer Loans; and

(ii) any Shared-Loss Loans (described in subparagraph (i) immediately preceding) with respect to which Buyer has made a Permitted Amendment.

“Shared-Loss Securities” means those securities and other assets listed on Exhibit H-1 hereto, provided there are no Shared-Loss Securities covered by this Commercial Shared-Loss Agreement. .

“Shared-Loss Subsidiaries” means those subsidiaries listed on Exhibit H-2 hereto, provided that there are not Shared-Loss Subsidiaries covered by this Commercial Shared-Loss Agreement.

“Shared-Loss Quarter” has the meaning provided in Section 2.1(a)(i) of this Commercial Shared-Loss Agreement.

“Shares” means common stock and any instrument which by its terms is currently convertible into common stock, or which may become convertible into common stock.

“SLS Net Realized Gain” means the net realized gain on the sale of a Shared Loss Security determined pursuant to FAS 115, expressed as a negative number on the Quarterly Certificate.

“SLS Net Realized Loss” means the net realized loss on the sale of a Shared Loss Security determined pursuant to FAS 115, expressed as a positive number on the Quarterly Certificate.

“Termination Date” means the eighth (8th) anniversary of the Commencement Date.

“Total Intrinsic Loss Estimate” means the sum of the Commercial Intrinsic Loss Estimate in this Commercial Shared-Loss Agreement and the SF1-4 Intrinsic Loss Estimate in the Single Family Shared-Loss Agreement, expressed in dollars.

“Third Party Servicer” means any servicer appointed from time to time by Buyer or any Affiliate of Buyer to service the Shared-Loss Assets on behalf of Buyer, the identity of which shall be given to Seller prior to or concurrent with the appointment thereof.

ARTICLE II -- SHARED-LOSS ARRANGEMENT

2.1 Shared-Loss Arrangement.

(a) **Quarterly Certificates.** (i) Not later than thirty (30) days after the end of each Calendar Quarter from and including the initial Calendar Quarter to and including the Calendar Quarter in which the Applicable Anniversary of the Commencement Date falls (each of such Calendar Quarters being referred to herein as a “Shared-Loss Quarter”), Buyer shall deliver to Seller a certificate, signed by Buyer’s chief executive officer and its chief financial officer, setting forth in such form and detail as Seller may specify (a “Quarterly Certificate”)(an example of a Quarterly Certificate is attached as Exhibit 1):

(A) the amount of Charge-Offs, the amount of Recoveries and the amount of Net Charge-Offs (which amount may be negative) during such Shared-Loss Quarter with respect to the Shared-Loss Assets (and for Recoveries, with respect to the Assets for which a charge-off was effected by the Failed Bank prior to Bank Closing); and

(B) the aggregate amount of Reimbursable Expenses (which amount may be negative) during such Shared-Loss Quarter; and

(C) SLS Net Realized Loss and SLS Net Realized Gain, if any; and

(D) any OTTI Adjustment.

(ii) Not later than thirty (30) days after the end of each Calendar Quarter from and including the first Calendar Quarter following the final Shared-Loss Quarter to and including the Calendar Quarter in which the Termination Date falls (each of such Calendar Quarters being referred to herein as a “Recovery Quarter”), Buyer shall deliver to Seller a Quarterly Certificate setting forth, in such form and detail as Seller may specify

(A) the amount of Recoveries and Recovery Expenses during such Recovery Quarter. On the Quarterly Certificate for the first Recovery Quarter only, Buyer may report as a separate item, in such form and detail as Seller may specify, the aggregate amount of any Reimbursable Expenses that: (a) were incurred prior to or during the final Shared-Loss Quarter, and (b) had not been included in any Quarterly Certificate for any Shared-Loss Quarter because they had not been actually paid by or on behalf of Buyer (in accordance with the terms of this Commercial Shared-Loss Agreement) during any Shared-Loss Quarter and (c) were actually paid by or on behalf of Buyer (in accordance with the terms of this Commercial Shared-Loss Agreement) during the first Recovery Quarter; and

(B) SLS Net Realized Gain, and any reversals of OTTI Loss.

(b) **Payments With Respect to Shared-Loss Assets.**

(i) For purposes of this Section 2.1(b), Buyer shall initially record the Shared-Loss Assets on its Accounting Records at Book Value, and initially record the Shared-Loss Securities on its Accounting Records at Book Value, and adjust such amounts as such values may change after the Bank Closing. If the amount of all Net Charge-Offs during any Shared-Loss Quarter plus Reimbursable Expenses, plus SLS Net Realized Gain and SLS Net Realized Loss, plus the OTTI Adjustment during such Shared-Loss Quarter (the

“Shared-Loss Amount”) is positive, then, except as provided in Sections 2.1(c) and (e) below, and subject to the provisions of Section 2.1(b)(vi) below, not later than fifteen (15) days after the date on which Seller receives the Quarterly Certificate with respect to such Shared-Loss Quarter, Seller shall pay to Buyer an amount equal to the Applicable Percentage of the Shared-Loss Amount for such Shared-Loss Quarter. If the Shared-Loss Amount during any Shared-Loss Quarter is negative, Buyer shall pay to Seller an amount equal to the Applicable Percentage of the Shared-Loss Amount for such Shared-Loss Quarter, which payment shall be delivered to Seller together with the Quarterly Certificate for such Shared-Loss Quarter.

(ii) (A) If the amount of gross Recoveries during any Recovery Quarter less Recovery Expenses during such Recovery Quarter plus SLS Net Realized Gains and reversals of OTTI Loss on Shared-Loss Securities (the “Recovery Amount”) is positive, then, simultaneously with its delivery of the Quarterly Certificate with respect to such Recovery Quarter, Buyer shall pay to Seller an amount equal to the Applicable Percentage of the Recovery Amount for such Recovery Quarter.

(B) If the Recovery Amount is negative, then such negative amount shall be subtracted from the amount of gross Recoveries during the next succeeding Recovery Quarter in determining the Recovery Amount in such next succeeding Recovery Quarter; provided, that this Section 2.1(b)(ii) shall operate successively in the event that the Recovery Amount (after giving effect to this Section 2.1(b)(ii)) in such next succeeding Recovery Quarter is negative.

(C) Buyer shall specify, in the Quarterly Certificate for the final Recovery Quarter, the aggregate amount for all Recovery Quarters only, as of the end of, and including, the final Recovery Quarter of (A) Recoveries plus SLS Net Realized Gains and reversals of OTTI Loss on Shared-Loss Securities (“Aggregate Recovery Period Recoveries”), (B) Recovery Expenses (“Aggregate Recovery Expenses”), and (C) only those Recovery Expenses that have been actually “offset” against Aggregate Recovery Period Recoveries (including those so “offset” in that final Recovery Quarter) (“Aggregate Offset Recovery Expenses”); as used in this sentence, the term “offset” means the amount that has been applied to reduce gross Recoveries in any Recovery Quarter pursuant to the methodology set forth in this Section 2.1(b)(ii). If, at the end of the final Recovery Quarter the amount of Aggregate Recovery Expenses exceeds the amount of Aggregate Recovery Period Recoveries, Seller shall have no obligation to pay to Buyer all or any portion of such excess.

(D) Subsequent to Buyer’s calculation of the Recovery Amount (if any) for the final Recovery Quarter, Buyer shall also show on the Quarterly Certificate for the final Recovery Quarter the results of the following three mathematical calculations: (i) Aggregate Recovery Period Recoveries minus Aggregate Offset Recovery Expenses; (ii) Aggregate Recovery Expenses minus Aggregate Offset Recovery Expenses; and (iii) the lesser of the two amounts calculated in (i) and (ii) immediately above (“Additional Recovery Expenses”) multiplied by the Applicable Percentage (the amount so calculated in (iii) being defined as the “Additional Recovery Expense Amount”). If the Additional Recovery Expense Amount is greater than zero, then Buyer may request in the Quarterly Certificate for the final Recovery Quarter that Seller reimburse Buyer the amount of the Additional Recovery Expense Amount and Seller shall pay to Buyer the Additional Recovery Expense Amount within fifteen (15) days after the date on which Seller receives that Quarterly Certificate.

(E) On the Quarterly Certificate for the final Recovery Quarter only, Buyer may include, in addition to any Recovery Expenses for that Recovery Quarter that were paid by or on behalf of Buyer in that Recovery Quarter, those Recovery Expenses that: (a) were incurred prior to or during the final Recovery Quarter, and (b) had not been included in any Quarterly Certificate for any Recovery Quarter

because they had not been actually paid by or on behalf of Buyer (in accordance with the terms of this Commercial Shared-Loss Agreement) during any Recovery Quarter, and (c) were actually paid by or on behalf of Buyer (in accordance with the terms of this Commercial Shared-Loss Agreement) prior to the date Buyer is required to deliver that final Quarterly Certificate to Seller under the terms of Section 2.1(a)(ii).

(iii) With respect to each Shared-Loss Quarter and Recovery Quarter, collections by or on behalf of Buyer on any charge-off effected by the Failed Bank prior to Bank Closing on an Asset other than a Shared-Loss Asset or Shared-Loss Securities shall be reported as Recoveries under this Section 2.1 only to the extent such collections exceed the Book Value of such Asset, if any. For any Shared-Loss Quarter or Recovery Quarter in which collections by or on behalf of Buyer on such Asset are applied to both Book Value and to a charge-off effected by the Failed Bank prior to Bank Closing, the amount of expenditures incurred by or on behalf of Buyer attributable to the collection of any such Asset, that shall be considered a Reimbursable Expense or a Recovery Expense under this Section 2.1 will be limited to a proportion of such expenditures which is equal to the proportion derived by dividing (A) the amount of collections on such Asset applied to a charge-off effected by the Failed Bank prior to Bank Closing, by (B) the total collections on such Assets. With respect to Assets that were completely charged off by the Failed Bank and had a zero Book Value at Bank Closing, for the purpose of calculating the payments under this Section 2.1(b) for Recoveries on those Assets for each such quarter, Buyer shall pay an amount equal to fifty percent (50%) of the Recoveries on Failed Bank Charge-Offs/Write-Downs with respect to such Assets, and shall separately account for the other computations on those Recoveries under this Section 2.1(b) using fifty percent (50%) (and not the Applicable Percentage).

(iv) If Buyer has duly specified an amount of Reimbursable Expenses on the Quarterly Certificate for the first Recovery Quarter as described above in Section 2.1(a)(ii)(E), then, not later than fifteen (15) days after the date on which Seller receives that Quarterly Certificate, Seller shall pay to Buyer an amount equal to the Applicable Percentage of the amount of such Reimbursable Expenses.

(v) Payments from Seller with respect to this Commercial Shared-Loss Agreement are administrative expenses of Seller. To the extent Seller needs funds for shared-loss payments respect to this Commercial Shared-Loss Agreement, Seller shall request funds under the Master Loan and Security Agreement, as amended (“MLSA”), from FDIC in its corporate capacity. Seller will not agree to any amendment of the MLSA that would prevent Seller from drawing on the MLSA to fund shared-loss payments.

(c) **Limitation on Shared-Loss Payment.** Seller shall not be required to make any payments pursuant to this Section 2.1 with respect to any Charge-Off of a Shared-Loss Asset that Seller or the Corporation determines, based upon the Examination Criteria, should not have been effected by Buyer; provided, (x) Seller must provide notice to Buyer detailing the grounds for not making such payment, (y) Seller must provide Buyer with a reasonable opportunity to cure any such deficiency and (z) (1) to the extent curable, if cured, Seller shall make payment with respect to any properly effected Charge-Off and (2) to the extent not curable, Seller shall make a payment as to all Charge-Offs (or portion of Charge-Offs) that were effected which would have been payable as a Charge-Off if Buyer had properly effected such Charge-Off. In the event that Seller does not make any payments with respect to any Charge-Off of a Shared-Loss Asset pursuant to this Section 2.1 or determines that a payment was improperly made, Buyer and Seller shall, upon final resolution, make such accounting adjustments and payments as may be necessary to give retroactive effect to such corrections. Failure to administer any Shared-Loss Asset or Assets, or Shared-Loss Securities, in accordance with Article III shall at the discretion of Seller constitute grounds for the loss of shared loss coverage with respect to such Shared-Loss Loan or Loans.

(d) Sale of, or Additional Advances or Amendments with Respect to, Shared-Loss Loans and Administration of Related Loans. No Shared-Loss Loan shall be treated as a Shared-Loss Asset pursuant to this Section 2.1 (i) if Buyer sells or otherwise transfers such Shared-Loss Loan or any interest therein (whether with or without recourse) to any Person, (ii) after Buyer makes any additional advance, commitment or increase in the amount of a commitment with respect to such Shared-Loss Loan that does not constitute a Permitted Advance or a Shared-Loss Loan Commitment Advance, (iii) after Buyer makes any amendment, modification, renewal or extension to such Shared-Loss Loan that does not constitute a Permitted Amendment, or (iv) after Buyer has managed, administered or collected any “Related Loan” (as such term is defined in Section 3.4 of Article III of this Commercial Shared-Loss Agreement) in any manner which would have the effect of increasing the amount of any collections with respect to the Related Loan to the detriment of such Shared-Loss Asset to which such loan is related; provided, that any such Shared-Loss Loan that has been the subject of Charge-Offs prior to the taking of any action described in clause (i), (ii), (iii) or (iv) of this Section 2.1(d) by Buyer shall be treated as a Shared-Loss Asset pursuant to this Section 2.1 solely for the purpose of treatment of Recoveries on such Charge-Offs until such time as the amount of Recoveries with respect to such Shared-Loss Asset equals such Charge-Offs.

(e) Option to Purchase.

(i) In the event that Buyer determines that there is a substantial likelihood that continued efforts to collect a Shared-Loss Asset or an Asset for which a charge-off was effected by the Failed Bank with, in either case, a Legal Balance of \$5,000,000 or more on the Accounting Records of Buyer will result in an expenditure, after Bank Closing, of funds by on behalf of Buyer to a third party for a specified purpose (the expenditure of which, in its best judgment, will maximize collections), which do not constitute Reimbursable Expenses or Recovery Expenses, and such expenses will exceed ten percent (10%) of the then book value thereof as reflected on the Accounting Records of Buyer, Buyer shall (i) promptly so notify Seller and (ii) request that such expenditure be treated as a Reimbursable Expense or Recovery Expense for purposes of this Section 2.1. (Where Buyer determines that there is a substantial likelihood that the previously mentioned situation exists with respect to continued efforts to collect a Shared-Loss Asset or an Asset for which a charge-off was effected by the Failed Bank with, in either case, a Legal Balance of less than \$1,000,000 on the Accounting Records of Buyer, Buyer may so notify Seller and request that such expenditure be treated as a Reimbursable Expense or Recovery Expense.) Within thirty (30) days after its receipt of such a notice, Seller will advise Buyer of its consent or denial, that such expenditures shall be treated as a Reimbursable Expense or Recovery Expense, as the case may be. Notwithstanding the failure of Seller to give its consent with respect to such expenditures, Buyer shall continue to administer such Shared-Loss Asset in accordance with Section 2.2, except that Buyer shall not be required to make such expenditures. At any time after its receipt of such a notice and on or prior to the Termination Date Seller shall have the right to purchase such Shared-Loss Asset or Asset as provided in Section 2.1(e)(iii), notwithstanding any consent by Seller with respect to such expenditure.

(ii) During the period prior to the Termination Date, Buyer shall notify Seller within fifteen (15) days after any of the following becomes fully or partially charged-off:

(A) a Shared-Loss Loan having a Legal Balance (or, in the case of more than one (1) Shared-Loss Loan made to the same Obligor, a combined Legal Balance) of \$5,000,000 or more in circumstances in which the legal claim against the relevant Obligor survives; or

(B) a Shared-Loss Loan to a director, an “executive officer” as defined in 12 C.F.R. 215.2(d), a “principal shareholder” as defined in 12 C.F.R. 215.2(l), or an Affiliate of Buyer.

During the period prior to the Termination Date, Buyer shall notify Seller within fifteen (15) days after any complete or partial charge-off of a Shared-Loss Loan to a director, an “executive officer” as defined in 12 C.F.R. 215.2(d), a “principal shareholder” as defined in 12 C.F.R. 215.2(l), or an Affiliate of Buyer.

(iii) If Seller determines in its discretion that Buyer is not diligently pursuing collection efforts with respect to any Shared-Loss Asset which has been fully or partially charged-off or written-down (including any Shared-Loss Asset which is identified or required to be identified in a notice pursuant to Section 2.1(e)(ii)) or any Asset for which there exists a Failed Bank Charge-Off/Write-Down, Seller may at its option, exercisable at any time on or prior to the Termination Date, require Buyer to assign, transfer and convey such Shared-Loss Asset or Asset to and for the sole benefit of Seller for a price equal to the Shared-Loss Asset Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Shared-Loss Asset or Asset.

(iv) Not later than ten (10) days after the date upon which Buyer receives notice of Seller’s intention to purchase or require the assignment of any Shared-Loss Asset or Asset pursuant to Section 2.1(e)(i) or (iii), Buyer shall transfer to Seller such Shared-Loss Asset or Asset and any Credit Files relating thereto and shall take all such other actions as may be necessary and appropriate to adequately effect the transfer of such Shared-Loss Asset or Asset from Buyer to Seller. Not later than fifteen (15) days after the date upon which Seller receives such Shared-Loss Asset or Asset and any Credit Files relating thereto, Seller shall pay to Buyer an amount equal to the Shared-Loss Asset Repurchase Price of such Shared-Loss Asset or Asset less the Related Liability Amount.

(v) Seller shall assume all Related Liabilities with respect to any Shared-Loss Asset or Asset set forth in the notice described in Section 2.1(e)(iv).

(f) Dispute Resolution.

(i) (A) Any dispute as to whether a Charge-Off of a Shared-Loss Asset was made in accordance with Examination Criteria shall be resolved by Buyer’s Chartering Authority. (B) With respect to any other dispute arising under the terms of this Commercial Shared-Loss Agreement which the parties hereto cannot resolve after having negotiated such matter, in good faith, for a thirty (30) day period, other than a dispute the Corporation is not permitted to submit to arbitration under the Administrative Dispute Resolution Act of 1996 (“ADRA”), as amended, such other dispute shall be resolved by determination of a review board (a “Review Board”) established pursuant to Section 2.1(f). Any Review Board under this Section 2.1(f) shall follow the provisions of the Federal Arbitration Act and shall follow the provisions of the ADRA. (C) Any determination by Buyer’s Chartering Authority or by a Review Board shall be conclusive and binding on the parties hereto and not subject to further dispute, and judgment may be entered on said determination in accordance with applicable arbitration law in any court having jurisdiction thereof.

(ii) A Review Board shall consist of three (3) members, each of whom shall have such expertise as the Corporation and Buyer agree is relevant. As appropriate, Seller or the Corporation (the “FDIC Party”) will select one member, one member will be selected by Buyer and the third member (the “Neutral Member”) will be selected by the other two members. The member of the Review Board selected by a party may be removed at any time by such party upon two (2) days’ written notice to the other party of

the selection of a replacement member. The Neutral Member may be removed by unanimous action of the members appointed by the FDIC Party and Buyer after two (2) days' prior written notice to the FDIC Party and Buyer of the selection of a replacement Neutral Member. In addition, if a Neutral Member fails for any reason to serve or continue to serve on the Review Board, the other remaining members shall so notify the parties to the dispute and the Neutral Member in writing that such Neutral Member will be replaced, and the Neutral Member shall thereafter be replaced by the unanimous action of the other remaining members within twenty (20) business days of that notification.

(iii) No dispute may be submitted to a Review Board by any of the parties to this Commercial Shared-Loss Agreement unless such party has provided to the other party a written notice of dispute ("Notice of Dispute"). During the forty-five (45)-day period following the providing of a Notice of Dispute, the parties to the dispute will make every effort in good faith to resolve the dispute by mutual agreement. As part of these good faith efforts, the parties should consider the use of less formal dispute resolution techniques, as judged appropriate by each party in its sole discretion. Such techniques may include, but are not limited to, mediation, settlement conference, and early neutral evaluation. If the parties have not agreed to a resolution of the dispute by the end of such forty-five (45)-day period, then, subject to the discretion of the Corporation and the written consent of Buyer as set forth in Section 2.1(f)(i)(B) above, on the first day following the end of such period, the FDIC Party and Buyer shall notify each other of its selection of its member of the Review Board and such members shall be instructed to promptly select the Neutral Member of the Review Board. If the members appointed by the FDIC Party and Buyer are unable to promptly agree upon the initial selection of the Neutral Member, or a timely replacement Neutral Member as set forth in Section 2.1(f)(ii) above, the two appointed members shall apply to the American Arbitration Association ("AAA"), and such Neutral Member shall be appointed in accordance with the Commercial Arbitration Rules of the AAA.

(iv) The resolution of a dispute pursuant to this Section 2.1(f) shall be governed by the Commercial Arbitration Rules of the AAA to the extent that such rules are not inconsistent with this Section 2.1(f). The Review Board may modify the procedures set forth in such rules from time to time with the prior approval of the FDIC Party and Buyer.

(v) Within fifteen (15) days after the last to occur of the final written submissions of both parties, the presentation of witnesses, if any, and oral presentations, if any, the Review Board shall adopt the position of one of the parties and shall present to the parties a written award regarding the dispute. The determination of any two (2) members of a Review Board will constitute the determination of such Review Board.

(vi) The FDIC Party and Buyer will each pay the fees and expenses of the member of the Review Board selected by it. The FDIC Party and Assuming Institution will share equally the fees and expenses of the Neutral Member. No such fees or expenses incurred by or on behalf of Buyer shall be subject to reimbursement by the FDIC Party under this Commercial Shared-Loss Agreement or otherwise.

(vii) Each party will bear all costs and expenses incurred by it in connection with the submission of any dispute to a Review Board. No such costs or expenses incurred by or on behalf of Buyer shall be subject to reimbursement by the FDIC Party under this Commercial Shared-Loss Agreement or otherwise. The Review Board shall have no authority to award costs or expenses incurred by either party to these proceedings.

(viii) Any dispute resolution proceeding held pursuant to this Section 2.1(f) shall not be public. In addition, each party and each member of any Review Board shall strictly maintain the confidentiality of all issues, disputes, arguments, positions and interpretations of any such proceeding, as well as all information, attachments, enclosures, exhibits, summaries, compilations, studies, analyses, notes, documents, statements, schedules and other similar items associated therewith, except as the parties agree in writing or such disclosure is required pursuant to law, rule or regulation. Pursuant to ADRA, dispute resolution communications may not be disclosed either by the parties or by any member of the Review board unless:

- (1) all parties to the dispute resolution proceeding agree in writing;
 - (2) the communication has already been made public;
 - (3) the communication is required by statute, rule or regulation to be made public;
- or
- (4) a court determines that such testimony or disclosure is necessary to prevent a manifest injustice, help establish a violation of the law or prevent harm to the public health or safety, or of sufficient magnitude in the particular case to outweigh the integrity of dispute resolution proceedings in general by reducing the confidence of parties in future cases that their communications will remain confidential.

(ix) Any dispute resolution proceeding pursuant to this Section 2.1(f) (whether as a matter of good faith negotiations, by resort to a Review Board, or otherwise) is a compromise negotiation for purposes of the Federal Rules of Evidence and state rules of evidence. The parties agree that all proceedings, including any statement made or document prepared by any party, attorney or other participants are privileged and shall not be disclosed in any subsequent proceeding or document or construed for any purpose as an admission against interest. Any document submitted and any statements made during any dispute resolution proceeding are for settlement purposes only. The parties further agree not to subpoena any of the members of the Review Board or any documents submitted to the Review Board. In no event will the Neutral Member voluntarily testify on behalf of any party.

(x) No decision, interpretation, determination, analysis, statement, award or other pronouncement of any Review Board shall constitute precedent as regards any subsequent proceeding (whether or not such proceeding involves dispute resolution under this Commercial Shared-Loss Agreement) nor shall any Review Board be bound to follow any decision, interpretation, determination, analysis, statement, award or other pronouncement rendered by any previous Review Board or any other previous dispute resolution panel which may have convened in connection with a transaction involving other failed financial institutions or Federal assistance transactions.

(xi) The parties may extend any period of time in this Section 2.1(f) by mutual agreement. Notwithstanding anything above to the contrary, no dispute shall be submitted to a Review Board until each member of the Review Board, and any substitute member, if applicable, agrees to be bound by the provisions of this Section 2.1(f) as applicable to members of a Review Board. Prior to the commencement of the Review Board proceedings, or, in the case of a substitute Neutral Member, prior to the re-commencement of such proceedings subsequent to that substitution, the Neutral Member shall provide a written oath of impartiality.

(xii) For the avoidance of doubt, and notwithstanding anything herein to the contrary, in the event any notice of dispute is provided to a party under this Section 2.1(g) prior to the Termination Date, the

terms of this Commercial Shared-Loss Agreement shall remain in effect with respect to any such items set forth in such notice until such time as any such dispute with respect to such item is finally resolved.

(g) **Payment in the Event Losses Fail to Reach Expected Level.** If the asset premium (discount) bid is less than negative five per cent [(5%)], then on the date that is 45 days following the last day (such day, the “True-Up Measurement Date”) of the calendar month in which the tenth anniversary of the calendar day following the Bank Closing occurs, or upon the final disposition of all Shared Loss Assets under the Single Family Shared-Loss Agreement at any time after the termination of this Commercial Shared-Loss Agreement, Buyer shall pay to Seller fifty percent (50%) of any positive amount resulting from the following calculation:

A - (B + C + D), where

A equals 20% of the Total Intrinsic Loss Estimate;

B equals 20% of the Net Loss Amount;

C equals 25% of the asset premium (discount) bid, expressed in dollars, of total Shared Loss Assets on Schedules 4.15A and 4.15B at Bank Closing; and

D equals 3.5% of total Shared Loss Assets on Schedules 4.15A and 4.15B at Bank Closing.

Buyer shall deliver to Seller not later than 30 days following the True-Up Measurement Date, a schedule, signed by an officer of Buyer, setting forth in reasonable detail the foregoing calculation, including the calculation of the Net Loss Amount.

2.2 Administration of Shared-Loss Assets. Buyer shall at all times prior to the Termination Date comply with the Rules Regarding the Administration of Shared-Loss Assets as set forth in Article III of this Commercial Shared-Loss Agreement.

2.3 Auditor Report; Right to Audit.

(a) Within the time period permitted for the examination audit pursuant to 12 CFR Section 363 after the end of each fiscal year from and including the fiscal year during which Bank Closing falls to and including the calendar year during which the Termination Date falls, Buyer shall deliver to the Corporation and to Seller a report signed by its independent public accountants stating that they have reviewed the terms of this Commercial Shared-Loss Agreement and that, in the course of their annual audit of Buyer’s books and records, nothing has come to their attention suggesting that any computations required to be made by Buyer during such year by this Article II were not made by Buyer in accordance herewith. In the event that Buyer cannot comply with the preceding sentence, it shall promptly submit to Seller corrected computations together with a report signed by its independent public accountants stating that, after giving effect to such corrected computations, nothing has come to their attention suggesting that any computations required to be made by Buyer during such year by this Article II were not made by Buyer in accordance herewith. In such event, Buyer and Seller shall make all such accounting adjustments and payments as may be necessary to give effect to each correction reflected in such corrected computations, retroactive to the date on which the corresponding incorrect computation was made. It is the intention of this provision to align the timing of the audit required under this Commercial Shared-Loss Agreement with the examination audit required pursuant to 12 CFR Section 363.

(b) Buyer shall perform on an annual basis an internal audit of its compliance with the provisions of this Article II and shall provide Seller and the Corporation with copies of the internal audit reports and access to internal audit workpapers related to such internal audit.

(c) Seller or the Corporation, their agents, contractors and their employees, may perform an audit to determine Buyer's compliance with the provisions of this Commercial Shared-Loss Agreement, including this Article II, at any time by providing not less than ten (10) Business Days prior written notice. The scope and duration of any such audit shall be within the discretion of Seller or the Corporation, as the case may be, but shall in no event be administered in a manner that unreasonably interferes with the operation of Buyer's business. Seller or the Corporation, as the case may be, shall bear the expense of any such audit. In the event that any corrections are necessary as a result of such an audit, Buyer and Seller shall make such accounting adjustments and payments as may be necessary to give retroactive effect to such corrections.

2.4 Withholdings. Notwithstanding any other provision in this Article II, Seller, upon the direction of the Director (or designee) of the Corporation's Division of Resolutions and Receiverships, may withhold payment for any amounts included in a Quarterly Certificate delivered pursuant to Section 2.1, if, in its judgment, there is a reasonable basis under the terms of this Commercial Shared-Loss Agreement for denying the eligibility of an item for which reimbursement or payment is sought under such Section. In such event, Seller shall provide a written notice to Buyer detailing the grounds for withholding such payment. At such time as Buyer demonstrates to the satisfaction of Seller that the grounds for such withholding of payment, or portion of payment, no longer exist or have been cured, then Seller shall pay Buyer the amount withheld which Seller determines is eligible for payment, within fifteen (15) Business Days. In the event Seller or Buyer elects to submit the issue of the eligibility of the item for reimbursement or payment for determination under the dispute resolution procedures of Section 2.1(f), then (i) if the dispute is settled by the mutual agreement of the parties in accordance with Section 2.1(f)(iii), Seller shall pay the amount withheld (to the extent so agreed) within fifteen (15) Business Days from the date upon which the dispute is determined by the parties to be resolved by mutual agreement, and (ii) if the dispute is resolved by the determination of a Review Board, Seller shall pay the amount withheld (to the extent so determined) within fifteen (15) Business Days from the date upon which Seller is notified of the determination by the Review Board of its obligation to make such payment. Any payment by Seller pursuant to this Section 2.4 shall be made together with interest on the amount thereof from the date the payment was agreed or determined otherwise to be due, at the interest rate per annum determined by Seller to be equal to the coupon equivalent of the three (3)-month U.S. Treasury Bill Rate in effect as of the first Business Day of each Calendar Quarter during which such interest accrues as reported in the Federal Reserve Board's Statistical Release for Selected Interest Rates H.15 opposite the caption "Auction Average - 3-Month" or, if not so reported for such day, for the next preceding Business Day for which such rate was so reported.

2.5 Books and Records. Buyer shall at all times during the term of this Commercial Shared-Loss Agreement keep books and records which fairly present all dealings and transactions carried out in connection with its business and affairs. Except as otherwise provided for in the LSA or this Commercial Shared-Loss Agreement, all financial books and records shall be kept in accordance with generally accepted accounting principles, consistently applied for the periods involved and in a manner such that information necessary to determine compliance with any requirement of the LSA or this Commercial Shared-Loss Agreement will be readily obtainable, and in a manner such that the purposes of the LSA or this Commercial Shared-Loss Agreement may be effectively accomplished. Without the prior written approval of the Corporation, Buyer shall not make any change in its accounting principles adversely affecting the value of the Shared-Loss Assets except as required by a change in generally accepted accounting principles. Buyer

shall notify the Corporation of any change in its accounting principles affecting the Shared-Loss Assets which it believes are required by a change in generally accepted accounting principles.

2.6 Information. Buyer shall promptly provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of the LSA or otherwise relating to its business and affairs or this Commercial Shared-Loss Agreement, as the Corporation or Seller may request from time to time.

2.7 Tax Ruling. Buyer shall not at any time, without the Corporation's prior written consent, seek a private letter ruling or other determination from the Internal Revenue Service or otherwise seek to qualify for any special tax treatment or benefits associated with any payments made by the Corporation pursuant to the LSA or this Commercial Shared-Loss Agreement.

ARTICLE III - RULES REGARDING THE ADMINISTRATION OF SHARED-LOSS ASSETS AND SHARED-LOSS SECURITIES

3.1 Agreement with Respect to Administration. Buyer shall (and shall cause any of its Affiliates to which Buyer transfers any Shared-Loss Assets or Shared-Loss Securities), or shall cause a Third Party Servicer to, manage, administer, and collect the Shared-Loss Assets and Shared-Loss Securities while owned by Buyer or any Affiliate thereof during the term of this Commercial Shared-Loss Agreement in accordance with the rules set forth in this Article III ("Rules"). Buyer shall be responsible to Seller and the Corporation in the performance of its duties hereunder and shall provide to Seller and the Corporation such reports as Seller or the Corporation reasonably deems advisable, including but not limited to the reports required by Section 3.3 hereof, and shall permit Seller and the Corporation at all times to monitor Buyer's performance of its duties hereunder.

3.2 Duties of Buyer with Respect to Shared-Loss Assets.

(a) In the performance of its duties under these Rules, Buyer shall:

(i) manage, administer, collect and effect Charge-Offs and Recoveries with respect to each Shared-Loss Asset in a manner consistent with (A) usual and prudent business and banking practices; (B) Buyer's (or, in the case a Third Party Servicer is engaged, the Third Party Servicer's) practices and procedures including, without limitation, the then-effective written internal credit policy guidelines of Buyer, with respect to the management, administration and collection of and taking of charge-offs and write-downs with respect to loans, other real estate and repossessed collateral that do not constitute Shared Loss Assets;

(ii) exercise its best business judgment in managing, administering, collecting and effecting Charge-Offs with respect to Shared-Loss Assets;

(iii) use its best efforts to maximize collections with respect to Shared-Loss Assets and, if applicable for a particular Shared-Loss Asset, without regard to the effect of maximizing collections on assets held by Buyer or any of its Affiliates that are not Shared-Loss Assets;

(iv) adopt and implement accounting, reporting, record-keeping and similar systems with respect to the Shared-Loss Assets, as provided in Section 3.4 hereof;

(v) retain sufficient staff to perform its duties hereunder; and

(vi) provide written notification in accordance with Article IV of this Commercial Shared-Loss Agreement immediately after the execution of any contract pursuant to which any third party (other than an Affiliate of Buyer) will manage, administer or collect any of the Shared-Loss Assets, together with a copy of that contract.

(b) Any transaction with or between any Affiliate of Buyer with respect to any Shared-Loss Asset including, without limitation, the execution of any contract pursuant to which any Affiliate of Buyer will manage, administer or collect any of the Shared-Loss Assets, or any other action involving self-dealing, shall be subject to the prior written approval of Seller or the Corporation.

(c) The following categories of expenses shall not be deemed to be Reimbursable Expenses or Recovery Expenses:

(i) Federal, State, or local income taxes and expenses related thereto;

(ii) salaries or other compensation and related benefits of Assuming Institution employees and the employees of its Affiliates including, without limitation, any bonus, commission or severance arrangements, training, payroll taxes, dues, or travel- or relocation-related expenses,;

(iii) the cost of space occupied by Buyer, any Affiliate thereof and their staff, the rental of and maintenance of furniture and equipment, and expenses for data processing including the purchase or enhancement of data processing systems;

(iv) except as otherwise provided herein, fees for accounting and other independent professional consultants (other than consultants retained to assess the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant with respect to the collateral securing a Shared-Loss Asset that has been fully or partially charged-off); provided, that for purposes of this Section 3.2(c)(iv), fees of attorneys and appraisers engaged as necessary to assist in collections with respect to Shared-Loss Assets shall not be deemed to be fees of other independent consultants;

(v) allocated portions of any other overhead or general and administrative expense other than any fees relating to specific assets, such as appraisal fees or environmental audit fees, for services of a type Buyer does not normally perform internally;

(vi) any expense not incurred in good faith and with the same degree of care that Buyer normally would exercise in the collection of troubled assets in which it alone had an interest; and

(vii) any expense incurred for a product, service or activity that is of an extravagant nature or design.

(d) Subject to Section 3.7, Buyer shall not contract with third parties to provide services the cost of which would be a Reimbursable Expense or Recovery Expense if Buyer would have provided such services itself if the relevant Shared-Loss Assets were not subject to the loss-sharing provisions of Section 2.1 of this Commercial Shared-Loss Agreement.

3.3 Duties of Buyer with Respect to Shared-Loss Securities.

(a) In the performance of its duties under these Rules, Buyer shall:

(i) manage, administer, collect and each Shared-Loss Security in a manner consistent with (A) usual and prudent business and banking practices; (B) Buyer's practices and procedures including, without limitation, the then-effective written internal credit policy guidelines of Buyer, with respect to the management, administration and collection of similar assets that are not Shared-Loss Securities;

(ii) exercise its best business judgment in managing, administering, collecting and effecting Charge-Offs with respect to Shared-Loss Securities;

(iii) use its best efforts to maximize collections with respect to Shared-Loss Securities and, if applicable for a particular Shared-Loss Security, without regard to the effect of maximizing collections on assets held by Buyer or any of its Affiliates that are not Shared-Loss Securities, provided that, any sale of a Shared-Loss Security shall only be made with the prior approval of Seller or the Corporation;

(iv) adopt and implement accounting, reporting, record-keeping and similar systems with respect to the Shared-Loss Securities, as provided in Section 3.4 hereof;

(v) retain sufficient staff to perform its duties hereunder; and

(vi) provide written notification in accordance with Article IV of this Commercial Shared-Loss Agreement immediately after the execution of any contract pursuant to which any third party (other than an Affiliate of Buyer) will manage, administer or collect any of the Shared-Loss Securities, together with a copy of that contract.

(b) Any transaction with or between any Affiliate of Buyer with respect to any Shared-Loss Security including, without limitation, the execution of any contract pursuant to which any Affiliate of Buyer will manage, administer or collect any of the Shared-Loss Assets, or any other action involving self-dealing, shall be subject to the prior written approval of Seller or the Corporation.

(c) Buyer shall not contract with third parties to provide services the cost of which would be a Reimbursable Expense or Recovery Expense if Buyer would have provided such services itself if the relevant Shared-Loss Assets were not subject to the loss-sharing provisions of Section 2.1 of this Commercial Shared-Loss Agreement.

3.4 Records and Reports. Buyer shall establish and maintain records on a separate general ledger, and on such subsidiary ledgers as may be appropriate to account for the Shared-Loss Assets and the Shared-Loss Securities, in such form and detail as Seller or the Corporation may require, to enable Buyer to prepare and deliver to Seller or the Corporation such reports as Seller or the Corporation may from time to time request regarding the Shared-Loss Assets, the Shared-Loss Securities and the Quarterly Certificates required by Section 2.1 of this Commercial Shared-Loss Agreement.

3.5 Related Loans.

(a) Buyer shall not manage, administer or collect any "Related Loan" in any manner which would have the effect of increasing the amount of any collections with respect to the Related Loan to the detriment of the Shared-Loss Asset to which such loan is related. A "Related Loan" means any loan or extension of credit held by Buyer at any time on or prior to the end of the final Recovery Quarter that is: (i) made to the same Obligor with respect to a Loan that is a Shared-Loss Asset or with respect to a Loan from which Other Real Estate, or Additional ORE derived, or (ii) attributable to the same primary Obligor with respect to any Loan described in clause (i) under the rules of Buyer's Chartering Authority concerning the legal lending limits of financial institutions organized under its jurisdiction as in effect on the Commencement Date, as applied to Buyer.

(b) Buyer shall prepare and deliver to Seller with the Quarterly Certificates for the Calendar Quarters ending June 30 and December 31 for all Shared-Loss Quarters and Recovery Quarters, a schedule of all Related Loans which are commercial loans or commercial real estate loans with Legal Balances of \$5,000,000 or more on the Accounting Records of Buyer as of the end of each such semi-annual period, and all other commercial loans or commercial real estate loans attributable to the same Obligor on such loans of \$5,000,000 or more.

3.6 Legal Action; Utilization of Special Receivership Powers. Buyer shall notify Seller in writing (such notice to be given in accordance with Article IV below and to include all relevant details) prior to utilizing in any legal action any special legal power or right which Buyer derives as a result of having acquired a Shared-Loss Asset from Seller, and Buyer shall not utilize any such power unless Seller shall have consented in writing to the proposed usage. Seller shall have the right to direct such proposed usage by Buyer and Buyer shall comply in all respects with such direction. Upon request of Seller, Buyer will advise Seller as to the status of any such legal action. Buyer shall immediately notify Seller of any judgment in litigation involving any of the aforesaid special powers or rights.

3.7 Third Party Servicer. Buyer may perform any of its obligations and/or exercise any of its rights under this Commercial Shared-Loss Agreement through or by one or more Third Party Servicers, who may take actions and make expenditures as if any such Third Party Servicer was Buyer hereunder (and, for the avoidance of doubt, such expenses incurred by any such Third Party Servicer on behalf of Buyer shall be Reimbursable Expenses or Recovery Expenses, as the case may be, to the same extent such expenses would so qualify if incurred by Buyer); provided, however, that the use thereof by Buyer shall not release Buyer of any obligation or liability hereunder.

ARTICLE IV -- PORTFOLIO SALE

4.1 Assuming Institution Portfolio Sales of Remaining Shared-Loss Assets. Buyer shall have the right with the consent of Seller, commencing as of the first day of the third to last Shared-Loss Quarter, to liquidate for cash consideration, in one or more transactions, all or a portion of Shared-Loss Assets held by Buyer ("Portfolio Sales"). If Buyer exercises its option under this Section 4.1, it must give thirty (30) days notice in writing to Seller setting forth the details and schedule for the Portfolio Sale which shall be conducted by means of sealed bid sales to third parties, not including any of Buyer's affiliates, contractors, or any affiliates of Buyer's contractors.

4.2 **Calculation of Sale Gain or Loss.** For Shared-Loss Assets gain or loss on the sales under Section 4.1 will be calculated as the aggregate sales price received by Buyer less the aggregate book value of the remaining Shared-Loss Assets.

ARTICLE V -- LOSS-SHARING NOTICES GIVEN TO CORPORATION AND/OR RECEIVER

Any notice, request, demand, consent, approval, or other communication (a “Notice”) given to the Corporation and/or Seller in the loss-sharing context shall be given as follows:

5.1 With respect to a Notice under Section 2 and Sections 3.1-3.5 of this Commercial Shared-Loss Agreement:

1. Federal Deposit Insurance Corporation
Division of Resolutions and Receiverships
550 17th Street, N.W.
Washington, D.C. 20429
2. Attention: Assistant Director, Franchise and Asset Marketing

5.2 With respect to a Notice under Section 3.6 of this Commercial Shared-Loss Agreement:

3. Federal Deposit Insurance Corporation Legal Division
1601 Bryan Street
Dallas, Texas 75201
Attention: Regional Counsel
4. with a copy to:
5. Federal Deposit Insurance Corporation Legal Division
550 17th Street, N.W.
Washington, D.C. 20429
Attention: Senior Counsel (Special Issues Group)

ARTICLE VI -- MISCELLANEOUS

6.1 **Expenses.** Except as otherwise expressly provided herein, all costs and expenses incurred by a party hereto in connection with this Commercial Shared-Loss Agreement shall be borne by such party whether or not the transactions contemplated herein shall be consummated.

6.2 **Successors and Assigns; Specific Performance.** This Commercial Shared-Loss Agreement, and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns only. Seller may assign or otherwise transfer this Commercial Shared-Loss Agreement and the rights and obligations of Seller hereunder (in whole or in part) to the Federal Deposit Insurance Corporation in its corporate capacity without the consent of Assuming Institution. Notwithstanding anything to the contrary contained in this Commercial Shared-Loss Agreement, except as is expressly permitted in this Section 6.2, Buyer may not assign or otherwise transfer this Commercial Shared-Loss Agreement or any of Buyer’s rights or obligations hereunder (in whole or in part), or sell or transfer of any subsidiary of Buyer holding title to Shared-Loss Assets or Shared-Loss Securities,

without the prior written consent of Seller, which consent may be granted or withheld by Seller in its sole and absolute discretion. An assignment or transfer of this Commercial Shared-Loss Agreement includes:

(i) a merger or consolidation of Buyer with or into another company, if the shareholders of Buyer will own less than sixty-six and two-thirds percent (66.66 %) of the equity of the consolidated entity;

(ii) a merger or consolidation of Buyer's Holding Company with or into another company, if the shareholders of the Holding Company will own less than sixty-six and two-thirds percent (66.66 %) of the equity of the consolidated entity;

(iii) the sale of all or substantially all of the assets of Buyer to another company or person; or

(iv) a sale of shares by any one or more shareholders that will effect a change in control of Buyer, as determined by Seller with reference to the standards set forth in the Change in Bank Control Act, 12 U.S.C. 1817(j).

For the avoidance of doubt, any transaction under this Section 6.2 that requires Seller's consent that is made without consent of Seller hereunder will relieve Seller of any of its obligations under this Commercial Shared-Loss Agreement.

No Loss shall be recognized under this Commercial Shared-Loss Agreement as a result of any accounting adjustments that are made due to or as a result of any assignment or transfer of this Commercial Shared-Loss Agreement or any merger, consolidation, sale or other transaction to which Buyer, its Holding Company or any Affiliate is a party, regardless of whether Seller consents to such assignment or transfer in connection with such transaction pursuant to this Section 6.2.

6.3 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS COMMERCIAL SHARED-LOSS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

6.4 No Third Party Beneficiary. This Commercial Shared-Loss Agreement and the Exhibits hereto are for the sole and exclusive benefit of the parties hereto and their respective permitted successors and permitted assigns and there shall be no other third party beneficiaries, and nothing in Commercial Shared-Loss Agreement or the Exhibits shall be construed to grant to any other Person any right, remedy or claim under or in respect of this Commercial Shared-Loss Agreement or any provision hereof.

6.5 Consent. Except as otherwise provided herein, when the consent of a party is required herein, such consent shall not be unreasonably withheld or delayed.

6.6 Rights Cumulative. Except as otherwise expressly provided herein, the rights of each of the parties under this Commercial Shared-Loss Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under the Purchase and Sale Agreement and any of the related agreements or under law. Except as otherwise expressly provided herein, any failure to exercise or any delay in exercising any of such rights, or any partial or defective exercise of such rights, shall not operate as a waiver or variation of that or any other such right.

Exhibit 1

For the commercial and other pool, the FDIC reporting requirement includes the following:

- A quarterly loan level download for all loans in the asset pool
- A quarterly asset level download of commercial ORE
- A quarterly certificate report that includes 3 sections:
 - 1: A summary report of total covered losses for the quarter and the derivation of the FDIC portion of the covered loss
 - 2: A summary report on the commercial and other portfolio and covered losses and recoveries
 - 3: A performance report on the outstanding commercial and other pool assets under loss share
- A quarterly listing of assets with covered losses

A blank version of the quarterly certificate report is shown below.

CERTIFICATE
QUARTERLY SUMMARY
FOR COMM AND OTHER SHARED-LOSS AGREEMENT

FDIC - RECEIVER OF _____

PURCHASE AND ASSUMPTION AGREEMENT DATED: _____

Shared-Loss Quarter Ended: _____
(Dollars)

Calculation of Amount Due from (to) FDIC

	0%	20%	30%	Total
FDIC % Share				
Carry forward from other types of assets:				
1. Cumulative losses from single family loans	0	0	0	0
2. Cumulative losses from securities	0	0	0	0
3. Cumulative loss from non-single family	0	0	0	0
4. Total cumulative losses at beg of quarter	0	0	0	0
5. Covered losses (gains) during quarter	0	0	0	0
6. Cumulative loss at end of quarter	0	0	0	0
FDIC % Share	x 0%	x 20%	x 30%	x 30%
7. Amount Due from (to) FDIC	0	0	0	0
Memo. threshold for recovery percentage				-

Preparer name: _____

Preparer title: _____

Officer name: _____

Officer title: _____

Date: _____

Page: 5 of 5

Preparer signature _____

Officer signature _____

**CERTIFICATE
QUARTERLY SUMMARY
FOR COMMAND AND OTHER SHARED LOSS AGREEMENT**

FOID - RECEIVER OF
BANK

BANK

PURCH AND ASSURMENT ON AGREEMENT DATED

Shared Loss Quarter Ended (Dollars)

PART A - Opening Cleared/Net Shared Loss Asset Balance	Cumulative at End of Quarter	Command and Other Shared Loss		C & I Loan	ORE & all other assets	This Quarter		Other Loans	Total	FIDIC Adjustments	Cumulative at end of Quarter
		Command & Other	Other			Command & Other	Other				
1. Opening Balance	0	0	0	0	0	0	0	0	0	0	0
2. Adjustments: a) Transfer		0	0	0	0	0	0	0	0	0	0
b) Assets Acquired		0	0	0	0	0	0	0	0	0	0
c) Other		0	0	0	0	0	0	0	0	0	0
3. Adjusted Opening Balance		0	0	0	0	0	0	0	0	0	0
4. Add: a) Assigned Command Advances		0	0	0	0	0	0	0	0	0	0
b) Reported Advances		0	0	0	0	0	0	0	0	0	0
c) Other Advances		0	0	0	0	0	0	0	0	0	0
5. Less: a) Non-Shareable (profits and interest)		0	0	0	0	0	0	0	0	0	0
b) Other		0	0	0	0	0	0	0	0	0	0
6. Change C/Os (including net 2007)		0	0	0	0	0	0	0	0	0	0
7. Net (Recovery) (Recoverable Amount)		0	0	0	0	0	0	0	0	0	0
8. Closing Balance	0	0	0	0	0	0	0	0	0	0	0
PART B - Charge-Offs, Recoveries & Reimbursed Expenses											
9. Charge-offs: a) Reported Charge-Offs		0	0	0	0	0	0	0	0	0	0
b) ACC at Sep 30, 2007		0	0	0	0	0	0	0	0	0	0
10. Total Charge-Offs		0	0	0	0	0	0	0	0	0	0
11. Less: Recoveries		0	0	0	0	0	0	0	0	0	0
12. Net Charge-Offs (Recoveries)		0	0	0	0	0	0	0	0	0	0
13. Add: Reimbursed Expenses		0	0	0	0	0	0	0	0	0	0
14. Less: Charging Income		0	0	0	0	0	0	0	0	0	0
15. Shared Loss Total (Charge-Offs)		0	0	0	0	0	0	0	0	0	0

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into by and between the undersigned buyer ("Buyer") and the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for Home National Bank, Blackwell, Oklahoma ("Seller"), sometimes hereinafter collectively referred to as the "Parties." Except as specifically set forth herein, terms defined in the Agreement (hereinafter defined) shall have the same meanings herein.

WHEREAS, Home National Bank, Blackwell, Oklahoma (the "Bank"), may be closed by the appropriate governmental authority on July 9, 2010; and

WHEREAS, it is contemplated that the FDIC will be appointed as receiver of the Bank; and

WHEREAS, in contemplation of the closing of the Bank and the appointment of the FDIC as receiver therefor, Buyer and Seller have this date executed that certain Loan Sale Agreement dated as of July 9, 2010 (the "Agreement") for the purchase of a certain optional loan pool as set forth therein; and

WHEREAS, the Parties desire that the Agreement and any documents ancillary thereto be held in escrow in accordance herewith.

NOW, THEREFORE, in consideration of the foregoing, it is hereby agreed by and between the Parties as follows:

1. The Parties hereby appoint and constitute the below designated person as Escrow Agent and herewith deposit the Agreement and the ancillary documents, if any, in escrow with the Escrow Agent subject to the following instructions:

(a) The Escrow Agent shall hold the Agreement and any other ancillary documents pending the closing of the Bank, the appointment of FDIC as receiver, and the Loan Sale Closing Date.

(b) On the Loan Sale Closing Date, and upon the satisfaction of the conditions contained in the Agreement, including, but not limited to, receipt of the Purchase Price by Seller, the Escrow Agent shall release and distribute the escrowed documents to the appropriate parties in order to consummate the Loan Sale.

(c) In the event that the closing of the Bank and the appointment of the FDIC as receiver therefor have not taken place within two (2) days following the originally contemplated Bank Closing Date, or as otherwise extended by Seller in its sole and absolute discretion, it is understood and agreed by the Parties that the Agreement and any ancillary documents deposited in escrow shall become null and void, without further action by any Party or the Escrow Agent.

(d) The Escrow Agent expressly shall have the power to appoint a successor Escrow Agent, in writing or otherwise, as the same shall become necessary or convenient, in the course of performing the duties of Escrow Agent hereunder.

2. The Parties agree to indemnify and hold harmless the Escrow Agent hereby appointed and any successor Escrow Agent appointed pursuant to paragraph 1(d) from and against any cause, suit or action, or claim made by any person in any manner predicated upon the Escrow Agent's exercise of his or her powers or performance of his or her duties pursuant hereto.

3. This Escrow Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Escrow Agreement.

4. THIS ESCROW AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MAIN OFFICE OF THE BANK IS LOCATED.

IN WITNESS WHEREOF, the Parties have caused this Escrow Agreement to be executed by their duly authorized representatives on this 8th day of July, 2010.

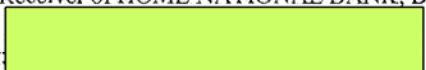
BUYER:

SELLER:

ENTERPRISE BANK & TRUST, organized under the laws of the State of Missouri

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of HOME NATIONAL BANK, Blackwell, OK

By: 
(signature)

By: 

Name: John G. Barry

~~Title~~ Name: RECEIVER IN CHARGE

Title: EVP

~~Name~~ Title: Daniel M Belf

ACCEPTANCE BY ESCROW AGENT

The undersigned hereby accepts the appointment to act as Escrow Agent in accordance with the foregoing Escrow Agreement effective as of the date of such Agreement



(signature)
Name: STUART Johnston
Escrow Agent

ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS
(Loan Pool Number[s]: Pool "A")

THIS ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS ("Assignment") is made and entered into as of the 9th day of July, 2010, by and between the Federal Deposit Insurance Corporation, as Receiver of Home National Bank, Blackwell, Oklahoma ("Assignor") and Enterprise Bank & Trust, a trust company with banking powers organized and existing under the laws of the State of Missouri ("Assignee").

Whereas, Assignor and Assignee have entered into that certain Loan Sale Agreement dated as of July 9, 2010 (the "LSA"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee all the assets identified on Attachment "A" attached to this Agreement (the "Assets").

Whereas, pursuant to a Bill of Sale of even date herewith, Assignor has conveyed to Assignee that part of the Assets which consists of tangible personal property.

Whereas, part of the Assets may consist of documents and instruments evidencing loans (including without limitation, promissory notes, loan agreements, shared credit or participation agreements, inter-creditor agreements, letters of credit, reimbursement agreements, drafts, bankers' acceptances, transmission system confirmations of transaction and other evidences of indebtedness, including loan histories, affidavits, general collection information, correspondence and comments pertaining to such obligations), and equipment leases (the "Agreements to Pay").

Whereas, another part of the Assets may consist of documents securing Agreements to Pay, such as mortgages, deeds of trust, security agreements, loan agreements and other documents or instruments of similar nature relating to the Agreements to Pay (the "Collateral Documents").

Whereas, another part of the Assets may consist of real estate, Contracts for Deed to real estate, and leases, tenancies, concessions, licenses and other rights of occupancy or use related to real estate (including any security deposits relating thereto in Assignor's possession) (the "Real Estate Interests").

Whereas, another part of the Assets may be affected by contracts relating to the Assets, such as collection and service agreements (the "Miscellaneous Agreements"). The term "Miscellaneous Agreements" does not include loan servicing agreements between Assignor and independent contractors.

Whereas, under the LSA, Assignor has agreed to assign and convey to Assignee all of Assignor's right, title and interest to the Agreements to Pay, the Collateral

Documents, the Real Estate Interests and the Miscellaneous Agreements related to the Assets.

Whereas, Assignee has agreed to accept and assume all of Assignor's duties, obligations and liabilities under the Agreements to Pay, Collateral Documents, Real Estate Interests and Miscellaneous Agreements related to the Assets (the "Obligations").

Whereas, the term "Advances" as used herein means the sum of all unreimbursed amounts advanced by or on behalf of the failed institution(s) which once owned the Assets (i) to protect the noteholder's lien position or the collateral, including payment of ad valorem taxes and hazard and forced placed insurance as permitted by the terms of any loan, or (ii) to meet required scheduled payments. The term "Advances" does not include (A) incremental funding of loan proceeds under an Agreement to Pay, such as in the case of a revolving credit loan or a construction loan, or (B) the payment of appraisal fees, broker opinion fees, attorney fees and associated legal fees, foreclosure fees, trustee fees, property inspection fees, property preservation and operating cost fees, tax penalties, title policies, lien search fees, or any other cost that can be directly associated with the collection and servicing of a loan.

NOW THEREFORE, in consideration of the foregoing and the sum of ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor's Assignment. Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements.

2. Assignee's Acceptance. Assignee does hereby accept such assignment from Assignor and assumes all Obligations arising from and after the date hereof. The Obligations assumed include, without limitation, any and all obligations to (i) make payments relating to Agreements to Pay serviced by Assignor; (ii) make Advances with respect to Agreements to Pay serviced by Assignor, (iii) reimburse third party servicers for Advances on Agreements to Pay, and (iv) make incremental disbursements of loan proceeds, such as in the case of a revolving credit loan or a construction loan.

3. Assignee's Covenants regarding Securities Law. Assignee hereby represents and warrants to, and covenants with Assignor as follows:

a. Assignee understands that (a) neither the Assets, nor any interest therein or evidence thereof, has been registered or qualified

under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or any other jurisdiction, and (b) the Assignor is not required, and does not intend, to so register or qualify the Assets.

b. Assignee is a substantial, sophisticated investor having such knowledge and experience in financial and business matters, and in particular in matters relating to the purchase, sale, origination or ownership of notes and loan participations such as the Assets, that it is capable of evaluating the merits and risks of investment in the Assets and understands and is able to bear the economic risks of such an investment (including a total loss of its investment and the risk that Assignee might be required to hold the Assets for an indefinite period of time).

c. Assignee is acquiring the Assets for investment, for its own account, and not for or on account of any other person or entity, and not with a view to or for sale in connection with a distribution within the meaning of Section 5 of the Securities Act.

d. Assignee has been furnished with, and has had an opportunity to review and understands, all information relating to the Assets as has been requested and as is considered necessary by Assignee, and has had all questions arising from or relating to such review answered to the satisfaction of Assignee.

e. Neither Assignee nor anyone acting on its behalf has (i) offered, transferred, pledged, sold or otherwise disposed of any of the Assets (or any interest therein or evidence thereof) or, (ii) solicited any offer to buy or accept a transfer, pledge or other disposition of any of the Assets (or any interest therein or evidence thereof) from, or (iii) otherwise approached or negotiated with respect to any of the Assets (or any other interest therein or evidence thereof) with any person or entity in any manner, or taken any other action that would constitute a distribution under, or render the disposition to Assignee or the disposition by Assignee to any other party of any of the Assets (or any interest therein or evidence thereof) a violation of the Securities Act or of any other securities law or require registration or qualification pursuant thereto, nor will it act, nor has it authorized or will it authorize any person or entity to so act, in any such manner with respect to the Assets (or any interest therein or evidence thereof).

f. Either (i) Assignee is not an employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or a plan within the meaning of Section 4975(e)(1) of the Internal Revenue Code, and Assignee is not, directly or indirectly, purchasing the Assets on behalf of, as investment manager of, as named fiduciary of, as trustee of or with assets of any such plan; or (ii) Assignee's purchase of the Assets (A) will not cause Assignor to be deemed a fiduciary of any such plan, or (B) either will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code or will be exempt from the prohibited transaction rules in Section 406 of ERISA and Section 4975 of the Internal Revenue Code.

4. Assignee's Indemnification. Assignee hereby indemnifies and holds harmless and agrees to defend Assignor, the failed bank, and Assignor's agents and employees (the "Indemnified Parties") from and against any and all damages, liabilities, losses, costs, charges, liens, deficiencies and expenses of any nature (including, without limitation, reasonable attorneys' fees and all other actual litigation costs) suffered or incurred by or assessed against the Indemnified Parties from and after the date hereof as a result of (i) Assignee's failure to perform the assumed Obligations, or (ii) Assignee's failure to pay the assumed liabilities identified in Section 2 above, or (iii) Assignee's breach of any representation, warranty or covenant contained in this Assignment.

5. Beneficiaries of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, and the Federal Deposit Insurance Corporation in its corporate capacity shall be a third-party beneficiary with respect hereto.

6. Incorporation of terms of LSA. This Assignment is made, executed and delivered pursuant to the LSA, and is subject to all of the terms, provisions and conditions thereof.

7. Controlling Law. Federal law of the United States shall control this Agreement. To the extent that federal law does not supply a rule of decision, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Agreement will require any unlawful action or inaction by either party.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption of Interests and Obligations to be executed and delivered by its duly authorized officer or agent as of the day and year first written above.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of HOME NATIONAL BANK,

Blackwell, OK

By:

Name:

Witness

By:

Name:

Title: Attorney-in-Fact

ASSIGNEE:

ENTERPRISE BANK & TRUST, a Missouri trust company with banking powers

By:

Name:

Witness

By:

Name:

Title: E.V.P.

REPUBLIC OF SOUTH AFRICA
POSTAL & TELEGRAPH SERVICES
POSTAL SERVICE
POSTAL ORDER NO. 123456789

REPUBLIC OF SOUTH AFRICA
POSTAL & TELEGRAPH SERVICES
POSTAL SERVICE
POSTAL ORDER NO. 123456789

Attachment "A"
Schedule of Loans
280 loans totaling \$226,413,048.92
Data As of 05/20/10
Page 1

LOAN ACCOUNT #s	LOAN ACCOUNT #s	LOAN ACCOUNT #s	LOAN ACCOUNT #s	LOAN ACCOUNT #s
[Redacted Content]				

Attachment "A"
Schedule of Loans
280 loans totaling \$226,413,048.92
Data As of 05/20/10
Page 2

LOAN ACCOUNT #s	LOAN ACCOUNT #s
[Redacted Content]	

BILL OF SALE
(Loan Pool Number[s]: Pool "A")

For value received and pursuant to the terms and conditions of the Loan Sale Agreement by and between the Federal Deposit Insurance Corporation, as Receiver of Home National Bank, Blackwell, Oklahoma ("Seller"), and Enterprise Bank & Trust, a Missouri trust company with banking powers ("Buyer"), dated as of July 9, 2010 (the "Agreement"), does hereby sell, assign and convey to Buyer, its successors and assigns, all right, title and interest of Seller in and to those assets described in Attachment "A," attached to this Bill of Sale and made a part hereof for all purposes, which consist of tangible personal property.

THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR CREATED BY OPERATION OF LAW, EXCEPT AS PROVIDED IN THE AGREEMENT.

EXECUTED AS OF THE 9th DAY OF JULY, 2010.

SELLER:

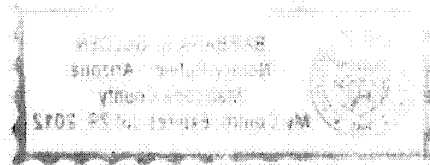
FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver of
HOME NATIONAL BANK,
Blackwell, Oklahoma

By:

Name: MEKE LAAS
Witness

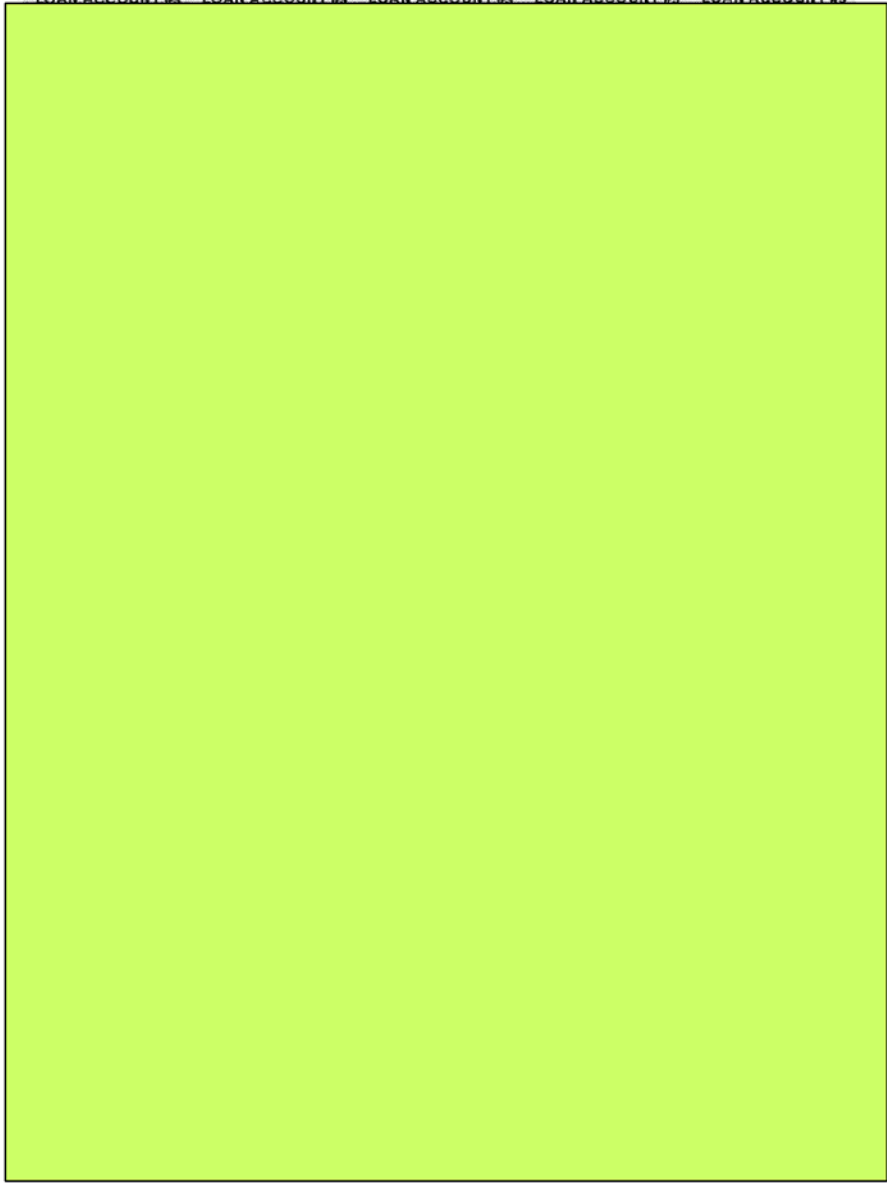
By:

Name: DANIEL M. BELL
Title: Attorney-in-Fact



Attachment "A"
Schedule of Loans
280 loans totaling \$226,413,048.92
Data As of 05/20/10
Page 1

LOAN ACCOUNT#s LOAN ACCOUNT#s LOAN ACCOUNT#s LOAN ACCOUNT#s LOAN ACCOUNT#s



Attachment "A"
Schedule of Loans
280 loans totaling \$226,413,048.92
Data As of 05/20/10
Page 2

LOAN ACCOUNT #s	LOAN ACCOUNT #s
[Redacted Content]	