

CONFIDENTIALITY AGREEMENT

Loan Sale Number(s): _____

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this ___ day of *[month, year]* by and between the Federal Deposit Insurance Corporation, in the capacity set forth on the signature page hereof ("FDIC"), and _____, a _____ ("Bidder").

WHEREAS, FDIC has distributed a Bid Package, including, among other things, the form of this Agreement and a form of Loan Sale Agreement (the "LSA"), all in connection with the offer for sale of certain Loans (as that term is defined in the LSA).

WHEREAS, Bidder has requested that FDIC provide Bidder with certain documents and/or other information relating to the Loans for review.

WHEREAS, in consideration of the FDIC's furnishing Bidder with such information regarding the Loans, Bidder desires to make certain agreements regarding such information and any other information the FDIC, its agents and representatives furnish to Bidder regarding the Loans, together with all notes, analyses, compilations, studies or other documents, whether prepared by Bidder or others, which contain or otherwise reflect such information (such information, and such documents, are collectively herein referred to as the "Evaluation Material").

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FDIC and Bidder enter into this Agreement:

Section 1. Term. This Agreement shall become effective as of the date set out above and shall terminate only with respect to Loans purchased by Bidder from Seller, and only upon closing on the purchase of such Loans and the expiration of all repurchase options that may be provided for in any Loan Sale Agreement between Seller and Bidder with respect to such Loans.

Section 2. Limitation on Use. Bidder shall use the Evaluation Material solely for the purpose of evaluating the Loans offered for sale by the FDIC.

Section 3. Limitation on Further Due Diligence. Without the prior written consent of the FDIC, which consent may be withheld in its sole discretion, Bidder shall not contact nor attempt to contact any borrower or guarantor under any Loan nor any of their respective officers, employees, agents or attorneys.

Section 4. Limited Access. Without the prior, written consent of FDIC, to be granted or withheld in its sole discretion, Bidder shall not disseminate or divulge the

Evaluation Material to any person or entity, other than as set forth below. Bidder shall limit access to the Evaluation Material to such persons who have a need for access to the Evaluation Material for the purpose of assisting and advising Bidder in the evaluation of the Loans offered for sale.

Section 5. Confidentiality; Destruction of Documents. Bidder agrees that Bidder shall ensure that all persons to whom it discloses the Evaluation Material shall keep the Evaluation Material confidential. In the event that the Transaction is not consummated, Bidder shall destroy, and shall ensure that all persons to whom it has disclosed the Evaluation Material shall destroy all copies of the Evaluation Material unless otherwise directed by FDIC. Bidder will inform FDIC immediately of any improper disclosure of any of the Evaluation Material, and of any breach of any provision of this Agreement, which may come to Bidder's attention.

Section 6. Other Disclosure. To the extent that Bidder is required to disclose the Evaluation Material pursuant to the requirements of any legal proceeding, Bidder shall notify FDIC within one Business Day of its knowledge of such legally required disclosure so that FDIC may seek an appropriate protective order and/or waive the Bidder's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Bidder may disclose the relevant Evaluation Material if, in the written opinion of its counsel, failure to disclose such Evaluation Material would subject Bidder to liability for contempt, censure or other legal penalty or liability.

Section 7. Liability. If FDIC determines that Bidder has breached any provision of this Agreement, FDIC may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which FDIC is entitled on account of Bidder's breach. FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 8. Indemnification. Bidder shall defend, indemnify and hold harmless FDIC from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by FDIC as a result of any violation of, or failure to comply with, the provisions of this Agreement by Bidder or any person to whom it has disclosed the Evaluation Material.

Section 9. Release of FDIC. Bidder acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than FDIC, and further acknowledges and understands that FDIC makes no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Evaluation Material. Bidder hereby releases FDIC from all claims, demands, causes of action, losses, damages, liabilities, cost or expenses (including attorneys' fees) asserted against or incurred by Bidder by reason of Bidder's reliance on or knowledge of the Evaluation Material or by any other reason.

Section 10. Miscellaneous. This Agreement represents the entire agreement between Bidder and FDIC relating to the receipt, use and disclosure of the Evaluation Material, and may be amended only by written agreement of the parties hereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the LSA. This Agreement shall apply to and be binding upon Bidder and its directors, officers, employees, agents, successors and assigns. The representative(s) signing this Agreement on behalf of Bidder represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally Bidder. Federal law 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.

FEDERAL DEPOSIT INSURANCE CORPORATION in its Corporate and/or Receivership Capacity

WITNESS

By: _____
Name: _____
Title: _____

BIDDER:

_____,
a _____

WITNESS

By: _____
Name: _____
Title: _____

Address of Bidder:

Contact Person

() _____
Telephone Number of Contact Person

() _____
Fax Number of Contact Person

E-mail Address