

**AMENDMENT TO PURCHASE AND ASSUMPTION AGREEMENT**

**THIS AMENDMENT TO PURCHASE AND ASSUMPTION AGREEMENT**, made and entered into as of October 31, 2011, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF ALL AMERICAN BANK, DES PLAINES, ILLINOIS** (the "Receiver"), **INTERNATIONAL BANK OF CHICAGO**, organized under the laws of the State of Illinois, and having its principal place of business in **CHICAGO, ILLINOIS** (the "Assuming Institution"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

**WITNESSETH:**

**WHEREAS**, on October 28, 2011, the Chartering Authority closed All American Bank, Des Plaines, Illinois (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof.

**WHEREAS**, on October 28, 2011, the parties hereto entered into a Purchase and Assumption Agreement (the "Agreement") whereby the Assuming Institution purchased certain assets and assumed certain deposit and other liabilities of the Failed Bank on the terms and conditions set forth in the Agreement; and

**WHEREAS**, the parties desire to amend the Agreement on the terms and subject to the conditions set forth in this Amendment to Purchase and Assumption Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

1. The current **SCHEDULE 2.1(a)** to the Agreement is hereby deleted and is replaced with the **SCHEDULE 2.1(a)** attached to this Amendment to Purchase and Assumption Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to Purchase and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF ALL AMERICAN BANK,  
DES PLAINES, ILLINOIS**

BY: \_\_\_\_\_  
NAME: Kenneth Blincow  
TITLE: Manager, Institution and Asset Sales

Attest:

\_\_\_\_\_

**FEDERAL DEPOSIT INSURANCE CORPORATION**

BY: \_\_\_\_\_  
NAME: Kenneth Blincow  
TITLE: Manager, Institution and Asset Sales

Attest:

\_\_\_\_\_

**INTERNATIONAL BANK OF CHICAGO**

BY: \_\_\_\_\_  
NAME: Y. Frank Wang  
TITLE: President and Chief Executive Officer

Attest:

\_\_\_\_\_

**SCHEDULE 2.1(a)**

**EXCLUDED DEPOSIT LIABILITY ACCOUNTS**

**Accounts Excluded from P&A Transaction**

**All American Bank  
Des Plaines, Illinois**

The following deposit liability account is excluded:

Account #: [REDACTED]  
Type of Account: Demand Deposit Account  
Current Balance: [REDACTED]

ALL American Bank has no deposits associated with the Depository Organization (DO) Cede & Co as Nominee for DTC. The DO accounts do not pass to the Assuming Bank and are excluded from the transaction as described in section 2.1 of the P&A Agreement. The attached Schedule 2.1.a DO Detail Report identifies the DO accounts as of August 10, 2011. This schedule will be updated post closing with data as of Bank Closing Date.