

EXHIBIT "A"
BID FORM

TO: Federal Deposit Insurance Corporation
1601 Bryan St. - Suite 32128
Dallas, Texas 75201

Attention: Manager - Franchise Marketing
Division of Resolutions and Receiverships

FROM: Compass Bank

BID FOR: Guaranty Bank
Austin, TX (the "Bank")

The undersigned Potential Acquirer submits this Bid Form ("Bid"), in accordance with the Instructions to Potential Acquirers ("Instructions") and instructions contained on this Form, to acquire certain assets and liabilities pursuant to a Purchase and Assumption (Whole Bank) with Loss Share Agreement.

I. Transaction # – All Deposits

The Potential Acquirer is: Compass Bank, Birmingham, Alabama.

(Name, City, State)

The asset premium (discount) bid must be stated as a dollar amount. The Deposit premium bid must be stated as a percentage. Bids may be stated as a positive or as a negative number. When completing the Bid Form, Potential Acquirers **must** indicate a negative bid by placing parenthesis “()” around the number. Bids will be considered positive if not in parenthesis. If no bid is made for a transaction or option, leave the space blank or write “no bid”. If one of the two components is filled in and the other is blank, the bid will be treated as a live bid with a bid of 0 in the blank. **A bid of zero in any form will be treated as a live bid of \$0 or 0%.**

The asset premium (discount) bid is:¹ \$ (805,000,000).

The Deposit premium bid is:* 0.0%.

***All Deposits will be assumed, but the bid is calculated on only certain deposits per the bid instructions.**

¹ **In the event the preferred stock in RWHC, Inc. is not converted into preferred stock of Guaranty Bank by the time the FDIC is appointed receiver of Guaranty Bank, the asset premium (discount) bid will be decreased by the amount necessary to redeem the preferred stock of RWHC, Inc.**

II. Transaction # 2 – Insured Deposits Only NO BID SUBMITTED

The Potential Acquirer is: _____
(Name, City, State)

The asset premium (discount) bid must be stated as a dollar amount. The Deposit premium bid must be stated as a percentage. Bids may be stated as a positive or as a negative number. When completing the Bid Form, Potential Acquirers **must** indicate a negative bid by placing parenthesis “()” around the number. Bids will be considered positive if not in parenthesis. If no bid is made for a transaction or option, leave the space blank or write “no bid”. If one of the two components is filled in and the other is blank, the bid will be treated as a live bid with a bid of 0 in the blank. **A bid of zero in any form will be treated as a live bid of \$0 or 0%.**

The asset premium (discount) bid is:¹ \$ _____.

The Deposit premium bid is:* _____ %.

***The bid is calculated on only certain deposits per the bid instructions.**

¹ **In the event the preferred stock in RWHC, Inc. is not converted into preferred stock of Guaranty Bank by the time the FDIC is appointed receiver of Guaranty Bank, the asset premium (discount) bid will be decreased by the amount necessary to redeem the preferred stock of RWHC, Inc.**

III. Optional Addendum to Purchase to Purchase and Assumption Agreement

In order to enhance its bid, the Potential Acquirer has the option to include the Addendum to Purchase and Assumption Agreement attached to this Bid Form as Exhibit 1 as part of the transaction. In the event the Potential Acquirer opts to include the addendum, as part of its bid the Potential Acquirer is to fill in all of the blanks in Section 2 of the Addendum. If the blanks are not filled in, or no box is checked below, then the Addendum will not be considered part of the bid or transaction.

The Potential Acquirer elects to

(X) include

() not include

the Addendum as part of its bid and transaction.

IV. Resulting Institution Information (Place "Xs" where and as appropriate)

A. If the Potential Acquirer's Bid is accepted:

(i) the resulting financial institution will be a

 X bank
 thrift

(ii) the resulting financial institution

 will
 X will not
involve a de novo institution

(iii) the resulting financial institution

 X will
 will not
be operated as a branch of the Acquirer

B. Upon consummation of any transaction contemplated in this Bid, the name of the resulting financial institution involved in the transaction will be

Compass Bank

and such institution will be a:

- national bank
- X state member bank
- state non member bank
- federal savings bank
- state savings bank
- federal savings and loan association
- state savings and loan association
- other (please explain)

C. To be completed **only** if a holding company is involved:

Name of holding company: BBVA USA Bancshares, Inc. _____

Address of holding company: 15 South 20th Street, Birmingham AL 35233 _____

The holding company will be a:

 X bank holding company
 thrift holding company

V. Contact

The following person is the designated contact person for the Potential Acquirer:


Name: Jerry W. Powell or B. Shane Clanton

Title: General Counsel / Deputy General Counsel

Address: 15 South 20th Street, Suite 1802

Birmingham, AL 35233

Telephone: Jerry 205-297-3960; Shane 205-297-7920 (office)


Facsimile: 205-297-6555

cc: Name: John ("Jack") C. Murphy, Jr., Esq.

Title: Partner

Address: Cleary Gottlieb Steen & Hamilton LLP

2000 Pennsylvania Avenue, NW

Washington, DC 20006-1801

Telephone: 202-974-1580 (office)

Facsimile: 202-974-1999

VI. Consummation of Transaction

The Potential Acquirer agrees that upon notification (which may be verbal) from the Corporation that the Potential Acquirer's Bid with respect to one of the transactions contemplated herein has been accepted, the Potential Acquirer will execute the appropriate agreement(s) and work diligently to consummate the transaction. Such consummation shall occur at such time and place as the Corporation in its sole discretion determines.

The Potential Acquirer represents and warrants that it has executed and delivered to the Corporation a Confidentiality Agreement, is eligible to purchase assets and able to execute a


Purchaser Eligibility Certification ("Certification") and that all information provided and representations made by or on behalf of the Potential Acquirer in connection with this transaction and the transactions contemplated hereby, including, but not limited to, the Confidentiality Agreement and its eligibility to purchase assets and ability to execute a Certification, are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading. The Potential Acquirer agrees that if it is a successful bidder that on notification it will execute and immediately deliver to the FDIC a Certification via fax and overnight delivery.

The undersigned, on behalf of the Potential Acquirer, hereby certifies that (i) the Potential Acquirer has full power and authority to submit this Bid and has taken all corporate action necessary with respect thereto, and (ii) the undersigned has been duly authorized to execute and submit this Bid on behalf of the Potential Acquirer.

A Board resolution authorizing the submission of the bid and authorizing this representative to sign on behalf of the institution or group has been submitted with each bid form.

Printed Name of Potential Acquirer

Compass Bank

By: 
(signature)

Name: Jerry W. Powell

Title: General Counsel and Secretary

Date: August 18, 2009

EXHIBIT 1

ADDENDUM TO PURCHASE AND ASSUMPTION AGREEMENT

[*NOTE TO ACQUIRER: The following will be modified to reflect the transaction consummated.]**

This Addendum to the Purchase and Assumption Agreement (this "Addendum"), made and entered into as of the [__th] day of [_____, 2009], by and among the FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of Guaranty Bank, Austin, Texas (the "Receiver"), Compass Bank, Birmingham, Alabama, organized under the laws of the state of Alabama, and having its principal place of business in Birmingham, Alabama (the "Assuming Bank"), 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" and together with the Receiver and the Assuming Bank, the "Parties"). Concurrently herewith, the Parties are entering into a Purchase and Assumption (Whole Bank) with Loss Share Agreement (which includes as exhibits thereto the Single Family Shared-Loss Agreement and the Commercial Shared-Loss Agreement) (the "Agreement"), pursuant to which the Assuming Bank will acquire certain assets and assume deposits and certain other liabilities of Guaranty Bank from the Receiver. The parties desire to modify the terms of the Agreement as set forth herein, In consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

Section 1. Interpretation. Unless otherwise specifically defined herein, each capitalized term used herein shall have the meaning assigned to such term in the Agreement. Each reference in the Agreement to "hereof," "herein," "hereunder," "hereby," "this Agreement" and like references shall refer to the Agreement as modified by this Addendum. Except as set forth herein, the Agreement will remain in full force and effect and shall be otherwise unaffected hereby. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement with respect to the matters set forth herein, the provisions of this Addendum shall govern. Capitalized terms used herein that are not defined herein are defined in the Agreement.

Section 2. Payment in the Event Losses Fail to Reach Expected Level. 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, the Assuming Bank shall pay to the Receiver sixty percent (60%) of the excess, if any, of (i) twenty percent (20%) of the Stated Threshold less (ii) the sum of (A) twenty-five percent (25%) of the Cumulative Shared-Loss Payments plus (B) twenty percent (20%) of the Cumulative Servicing Payments. The Assuming Bank shall deliver to the Receiver not later than 30 days following the True-Up Measurement Date, a schedule, signed by an officer of the Assuming Bank, setting forth in reasonable detail the calculation of the Cumulative Shared-Loss Payments and the Cumulative Servicing Payments.

The Stated Threshold, as provided in the Agreement, is \$2,285,000,000.00.

“Cumulative Shared-Loss Payments” means (i) the aggregate of all of the payments made or payable to the Assuming Bank under the Shared-Loss Agreements minus (ii) the aggregate of all of the payments made or payable to the Receiver under the Shared-Loss Agreements.

“Cumulative Servicing Payments” means the sum of the Period Servicing Amounts for every consecutive twelve-month period prior to and ending on the True-Up Measurement Date in respect of each of the Shared-Loss Agreements during which the applicable Shared-Loss Agreement is in effect.

“Period Servicing Amount” means, for any twelve month period with respect to each of the Shared- Loss Agreements during which such Shared-Loss Agreement is in effect, the product of (i) the simple average of the principal amount of Shared-Loss Loans and Shared-Loss Assets (in each case as defined in the Shared-Loss Agreements), as the case may be, at the beginning of such period and at the end of such period times (ii) two percent (2%).

Section 3. Counterparts. This Addendum may be executed in any number of counterparts and by the duly authorized representative of a different Party on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER [FAILED BANK, CITY, STATE]**

BY: _____
NAME:
TITLE:

Attest:

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____
NAME:
TITLE:

Attest:

COMPASS BANK, BIRMINGHAM, ALABAMA

BY: _____
NAME:
TITLE:

Attest:
