PRIVACY ACT STATEMENT

The Federal Deposit Insurance Act (12 U.S.C. §§1819, 1821, and 1823) and Executive Order 9397 authorizes the collection of this information. The FDIC will use this information in the marketing of assets, to identify qualified potential purchasers and to solicit bids for assets. Submitting this information to the FDIC is voluntary. Failure to submit all of the information requested could result in your inability to bid on or purchase assets held by the FDIC. The information provided by individuals is protected by the Privacy Act, 5 USC §552a. The information may be furnished to third parties as authorized by law and in accordance with any of the other routine uses described in the FDIC Potential Bidders List (FDIC-30-64-0019) System of Records. A complete copy of this System of Records is available at http://www.fdic.gov/regulations/laws/rules/2000-4050.html#fdic200030--64--0019. If you have questions or concerns about the collection or use of the information, you may contact the FDIC's Chief Privacy Officer at Privacy@fdic.gov.

ESTIMATED REPORTING BURDEN

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Paperwork Reduction Act, Legal Division, FDIC, Washington, D.C. 20429; and to the Office of Management and Budget, Paperwork Reduction Project (3064-0135), Washington, D.C. 20503. Respondents need not respond to this request for information unless it displays a currently valid OMB Control Number. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Federal Deposit Insurance Corporation

PRE-QUALIFICATION REQUEST

The Federal Deposit Insurance Corporation in its corporate capacity and in its capacity as receiver or conservator for failed financial institutions (in any capacity, the "FDIC"), may offer for sale various types of assets, including (without limitation) securities (such as stocks, corporate and municipal bonds, asset-backed securities, U.S. Treasury and other agency securities), mortgage servicing portfolios, mortgage servicing platforms and related assets, loans, loan origination platforms and related assets, shared national credits (interests in syndicated loans), participation interests and certificates, interests in structured transactions[1], and credit card receivables ("Assets"). For any particular sale of Assets, the FDIC will invite certain qualified bidders to participate. The undersigned understands that, before the undersigned can participate in any Asset sale, the FDIC must determine that the undersigned is qualified to bid ("Qualified Bidder"). The undersigned also understands that, before it may participate in certain Asset sales, it may be required to meet additional or different qualification criteria and execute and deliver additional or different Qualification Request or other bidder qualification forms. By execution and delivery of this completed Pre-Qualification Request, the undersigned hereby requests the FDIC's determination, based upon the certifications and representations made herein, that the undersigned is a Qualified Bidder for those Asset sales for which no further qualification criteria are required to be met and that the undersigned be considered for qualification for Asset sales requiring further qualification criteria to be met.

1. The undersigned hereby certifies, represents and warrants that it satisfies one or more of the following requirements as indicated below **(PLEASE CHECK ALL THAT APPLY):**

_____ (a) The undersigned is a corporation, partnership, limited liability company or business trust with a net worth in excess of $5,000,000 determined in accordance with Generally Accepted Accounting Principles, consistently applied ("GAAP").

____ (b) The undersigned is a/an: bank (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act")), savings and loan association or other institution (as defined in Section 3(a)(5)(A) of the Securities Act), whether acting in its individual or fiduciary capacity; broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; insurance company (as defined in Section 2(13) of the Securities Act); investment company registered under the Investment Company Act of 1940, as amended (the "1940 Act"); business development company (as defined in Section 2(a)(48) of the 1940 Act); or private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended).

[1] These could include interests in joint ventures, limited liability companies and other newly formed entities holding loans, notes and other evidences of indebtedness as well as collateral property and interests therein ("Loans").

____ (c) The undersigned is a trust with a net worth in excess of $5,000,000 determined in accordance with GAAP, that was not formed for the purpose of acquiring specific Assets from the FDIC and whose decisions are directed by a person who has such knowledge and experience in financial and business matters that she or he is capable of evaluating the merits and risks of an investment in any Assets on which it submits a bid.

____ (d) The undersigned is a natural person whose individual net worth, or joint net worth with that person's spouse exceeds $1,000,000.

____ (e) The undersigned is a business entity all of whose equity owners meet the criteria on one of clauses (a) through (d) above.

____ (f) The undersigned is a natural person who has an individual net income in excess of $200,000 in each of the two most recent years, or who has joint net income with such person's spouse in excess of $300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.[2]

____ (g) The undersigned is qualifying to offer to acquire only (i) securities issued by it or (ii) securities issued by a wholly-owned or majority-owned subsidiary of it.

2. The undersigned certifies that it will request to participate in (and will only participate in) proposed sales of Assets with respect to which it has such knowledge and experience in financial and business matters as to enable the undersigned to utilize the information made available to it with respect to such proposed sales of Assets in order to evaluate the merits and risks of a purchase of such Assets and to make an informed purchase decision with respect thereto. Without limiting the foregoing, (a) if and to the extent the undersigned participates in any structured sales of Loans (including any offer for sale of any interest in any joint venture, limited liability company or other entity holding Loans), the undersigned certifies that (i) it is either (A) in the business of buying, originating or selling Loans or (B) otherwise deals, in the ordinary course of its business, in assets identical or similar to the Loans; and (ii) if it will be responsible for providing for the proper servicing of the Loans, it will do so by using a servicer (either itself, an affiliate or a third party) that has the demonstrated experience and technical expertise required to manage the Loans, and that the servicer may be required to meet certain rating and other criteria (including meeting all licensing and qualification to conduct business requirements); and (b) if and to the extent the undersigned participates in any sales of securities, the undersigned certifies that it is a sophisticated and substantial investor within the meaning of all applicable securities laws.

3. The undersigned acknowledges that certain types of Assets offered for sale by the FDIC are speculative in nature and that there may be a substantial risk of loss associated with the

[2] Persons qualifying only by meeting this criterion will be limited to participating in sales of certain securities.

acquisition thereof. The undersigned acknowledges, understands and represents that it is able to bear the economic risks associated with the acquisition and ownership of any Assets it offers to acquire, including, without limitation, the risk of a total loss of its investment in such Assets and/or the risk that there may be no or a limited market for such Assets and it may be required to hold such Assets for an indefinite period of time.

4. The undersigned hereby acknowledges that, unless otherwise expressly provided in the sale (or similar) agreement executed in connection with a specific Asset sale, neither the FDIC, nor any of its officers, directors, employees, agents or contractors, makes any representation or warranty whatsoever, express or implied or by operation of law, including, without limitation, with respect to (a) value or condition of any Assets, (b) the financial or other condition (past, present, or future) of any issuer of any Assets that constitute securities, (c) the economic, credit or other risks involved in purchasing or making any investment in any Assets, including the market (or absence thereof) for any Assets, (d) the accuracy or completeness of any public or nonpublic information relating to any Assets or, in the case of any Assets constituting securities, the issuers of the securities, which is made available by (or on behalf of) the FDIC, or (e) the balance or value of any account, mortgage loan, certificate, or other property that secures or otherwise may be related to any Assets.

5. The undersigned acknowledges and agrees (and if applicable hereby agrees that its agents and/or representatives who are apprised of these matters will be informed) that the FDIC has no obligation (a) to sell any Assets and reserves the right, in its sole and absolute discretion, to reject any and all offers to purchase any Assets offered for sale, or (b) in connection with the sale of any securities, unless otherwise expressly provided in a sale (or similar) agreement executed in connection with a specific securities sale, to provide any opinions of legal counsel or certifications which may be required in connection with the sale or transfer thereof.

6. The undersigned acknowledges and agrees that, whether or not information is available with respect to Assets offered for sale, and whether or not it chooses to review any information that is made available to it regarding Assets offered for sale, the undersigned has the ability and shall be responsible for making its own independent investigation and evaluation of the Assets and the economic, credit or other risks involved in an acquisition of the Assets. Neither the FDIC nor any of its officers, directors, employees, agents or contractors makes any representation or warranty as to the completeness or accuracy of any information provided or available to bidders in connection with any Asset sale. The undersigned also acknowledges that any ratings of any securities offered for sale, including any rating set forth in a prospectus, prospectus supplement or private placement memorandum provided to prospective bidders in connection with a specific sale of securities, may have changed since the date thereof, and the undersigned is solely responsible for informing itself regarding the current ratings, if any, of the securities before offering to purchase or purchasing such securities.

7. The undersigned acknowledges and agrees that unless a sale is specifically designated or referred to as a sale of securities (in the bidding rules or otherwise in any materials

provided to prospective bidders), (a) no proposed sale of Assets is intended to constitute the sale of a "security" within the meaning of the Securities Act or any applicable federal or state securities laws, and (b) no inference that any Asset is a "security" under such federal or state securities laws shall be drawn from any of the certifications, representations or warranties made by the undersigned in this Pre-Qualification Request for purposes of qualifying the undersigned as a "Qualified Bidder."

8. The undersigned hereby certifies, represents and warrants that, in connection with any proposed sale of securities:

(a) With respect to any securities that have not been registered under the Securities Act, the undersigned hereby acknowledges that such securities have not been registered under the Securities Act, and that such securities cannot be offered for sale, sold or otherwise transferred unless such securities are subsequently so registered or qualify for exemption from registration under the Securities Act;

(b) In the event it bids to acquire and acquires any securities, it will do so for its own account and not with a view toward resale in a distribution within the meaning of the Securities Act (without prejudice to the undersigned's right to resell, transfer or otherwise dispose of such securities pursuant to either registration or an exemption from registration under the Securities Act);

(c) In the event it acquires any securities, such may not be resold or otherwise transferred by the undersigned except in accordance with any and all federal securities laws and the securities laws of any applicable jurisdiction, and the undersigned will not (i) offer, pledge, sell or otherwise dispose of the securities (or any interest therein) to, or (ii) solicit any offer to buy or accept a transfer, pledge or other disposition of any security (or any interest therein) from, or (iii) otherwise approach or negotiate with respect to the securities (or any interest therein) with, any person or entity in any manner, or take any other action, that would render the transfer to the undersigned of the securities a violation of any law, rule, regulation or requirement relating to the issuance, regulation, registration or disposition of securities, nor will it so act, nor will it authorize any person or entity to so act, in any manner with respect to the securities (or any interest therein);

(d) It is not contemplated that any filing will be made by the FDIC with the Securities and Exchange Commission or pursuant to the securities laws of any jurisdiction.

9. The undersigned hereby certifies, represents and warrants that, in connection with a proposed sale of any Assets:

(a) The undersigned has or, on the date on which it submits a bid to acquire any Assets, will have sufficient cash, lines of credit or other sources of available funds

to enable it to purchase the Assets on which it submits a bid;

(b) The undersigned's acquisition of any Assets will comply with all applicable laws, rules, regulations and requirements, including, without limitation, any and all laws and/or restrictions imposed on resale of any securities by federal or other securities laws, rules, regulations or requirements;

(c) The undersigned will not receive any legal or tax advice from the FDIC in any capacity; and

(d) The undersigned has received and reviewed, and understands, the Purchaser Eligibility Certification.

10. The undersigned acknowledges and agrees that any information furnished to the undersigned or its agents or representatives by (or on behalf of) the FDIC in connection with any specific offer or sale of any Assets ("Confidential Information") is proprietary in nature and must be kept confidential and not disclosed or revealed to any person or entity other than those who are actively and directly assisting the undersigned in its evaluation of the proposed purchase. This confidentiality obligation shall cease to apply to any Confidential Information if or when, and to the extent that, such Confidential Information (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the undersigned, its agents or representatives; (ii) was received by the undersigned, its agents or representatives on a non-confidential basis prior to receipt from the FDIC, from a third-party lawfully possessing and entitled to disclose such information; or (iii) is required to be disclosed by law or by regulatory or judicial process. The foregoing confidentiality obligation shall cease (a) with respect to the purchaser of any Asset, at the time of the purchase of such Asset (but only Confidential Information with respect to the purchased Asset), (b) with respect to any Confidential Information received in connection with a specific sale of Assets, at the time of the execution and delivery to the FDIC of another confidentiality agreement in connection with such specific sale of Assets, and (c) if not terminated pursuant to clauses (a) or (b), the later of (i) the date that is five (5) years from the date hereof, or (ii) the date that all copies of the Confidential Information held or controlled by or on behalf of the undersigned or its affiliates, or any of its or their directors, officers or employees, agents, contractors, investment bankers, financial experts, potential financing sources, legal counsel, accountants or other advisers that assisted the undersigned in connection with its review of the Confidential Information, have been destroyed. The undersigned further acknowledges that the United States securities laws prohibit any person or entity that is in possession of material non-public information regarding a company or other entity from purchasing or selling the securities of such company or entity.

11. The undersigned hereby acknowledges and agrees that, for any specific sale of securities, the FDIC shall notify the purchaser of the settlement date for the sale of the securities (the "Closing Date", which date may be reset by the FDIC in its sole and absolute discretion), and that the purchaser will be required to pay the purchase price for the securities (and all accrued interest prior to the Closing Date for performing securities) on the Closing Date in

immediately available funds to an account designated by the FDIC. Unless otherwise specifically provided in the bid materials with respect to a specific sale, securities offered for sale by the FDIC will be sold only in an "all cash" transaction with no FDIC financing, and no commissions or fees will be payable by the FDIC to any party in connection with the sale or transfer of any securities.

12. The undersigned hereby acknowledges and agrees that, with respect to any sale of Assets, unless and to the extent otherwise expressly provided in an agreement governing such sale, any and all legal claims, demands, complaints, causes of action, suits or proceedings relating to, or arising out of, the Assets offered for sale, which accrued prior to the cut-off date or, in the case of securities, the Closing Date (as defined above), and any amounts that may be recovered with respect thereto, are retained by the FDIC and are not sold to the acquirer of such Assets, and the undersigned acknowledges that it is not entitled to, and will not claim, any portion of any recovery relating to any such legal claim, demand, complaint, cause of action, suit or proceeding and will not assert any such legal claim, demand, complaint, cause of action, suit or proceeding, even if the undersigned is awarded damages relating to the foregoing or is entitled to assert any legal claim, demand, complaint, cause of action, suit or proceeding with respect thereto.

13. The undersigned acknowledges and agrees that any sale of securities shall be governed by federal law or, insofar as there is no applicable federal law, the laws of the State of New York, without regard to any conflict of law principles that would result in the application of the law of any jurisdiction other than the State of New York.

14. The undersigned hereby certifies, represents, warrants and covenants that:

(a) No consideration that the undersigned or any of its Affiliates (as defined below) contributes in connection with any transaction regarding any Assets will have been derived from or related to any activity that is deemed criminal under United States law;

(b) Neither it nor any of its Affiliates or Direct Owners (as defined below) is an Embargoed Person (as defined below);

(c) Neither it nor any of its Affiliates or Direct Owners engages in any dealings or transactions, or is otherwise "associated with" (as defined in 34 C.F.R. §594.101, et seq.), any Embargoed Person; and

(d) If and to the extent the undersigned or any of its Affiliates are required by law to maintain an anti-money laundering compliance program under applicable anti-money laundering laws and regulations, including without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), any such compliance program is currently being maintained.

For purposes of this Paragraph 14,

(i) The term "Embargoed Person" shall mean any person or entity subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §§1701, et seq., The Trading with the Enemy Act, 50 U.S.C. §§ App. 1, et seq., any foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), or any enabling legislation or regulations promulgated thereunder or any executive order relating thereto (including Executive Order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons who Commit, Threaten to Commit or Support Terrorism (66 Fed. Reg. 49079 (2001)) and 31 C.F.R. §594.101, et seq.), with the result that a purchase of Assets or any other transaction entered into with respect to any Assets (including, without limitation, any investment in any structured transaction), whether directly or indirectly, is prohibited by or in violation of law;

(ii) The term "Affiliate" shall mean, with respect to any person or entity, any other person or entity who or which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such person or entity;

(iii) The term "Direct Owner" shall mean, with respect to any person or entity, any other person or entity who or which has any direct ownership interest in such person or entity; and

(iv) The undersigned has made the certifications, representations and warranties contained in this Paragraph 14 based upon a due inquiry and investigation, but for purposes of determining whether any of the same with respect to indirect ownership are true, the undersigned shall not be required to make an investigation into the ownership of publicly-traded securities (including open-end investment companies registered under the Investment Company Act of 1940, as amended) or the ownership of assets by a collective investment fund that holds assets for employee benefit plans or retirement arrangements.

15. The undersigned acknowledges and agrees that it (a) has read and understands this entire Pre-Qualification Request and (b) has accepted the terms and conditions hereof. The undersigned acknowledges and agrees that failure to close and settle on any sale of any Assets after its notification by the FDIC that its offer has been accepted may, in the FDIC's sole and absolute discretion, result in termination of the sale, the undersigned's disqualification from future FDIC sales, and initiation of legal action against the undersigned for damages, including, but not limited to, the purchase price of the Assets and accrued interest at the applicable judgment interest rate.

16. The undersigned acknowledges that (a) each of the undersigned's representations and warranties in this Pre-Qualification Request will be deemed true and correct as of the date of execution, the date of any subsequent bid to purchase any Assets, and the date of the purchase of any Assets; and (b) submission of a bid to purchase any Asset will constitute a separate and contemporaneous certification of the continuing truth and accuracy of each of the undersigned's representations and warranties set forth in this Pre-Qualification Request.

17. The undersigned represents and warrants that it has full authority to execute and deliver this Pre-Qualification Request; the person executing this Pre-Qualification Request on behalf of the undersigned has authority to do so and, to the best of his/her knowledge, all information provided is true, complete and correct. The undersigned further understands that this Pre-Qualification Request is being furnished to permit the FDIC to determine that the person or entity identified below is a Qualified Bidder and that the FDIC will rely upon the same. The undersigned also authorizes, and has the authority to authorize, the FDIC to conduct credit investigations of the undersigned through appropriate third-party reporting agencies. The undersigned further acknowledges and agrees that the FDIC may, in its sole discretion, refuse to qualify any prospective bidder who, in its sole judgment, does not have the requisite knowledge or experience to enable such bidder to evaluate the merits and risks of purchasing and to make an informed decision with respect to any or all Assets offered for sale.

For Prospective Bidders that are Organizations, Complete this Section:

Type or Print Name of the Prospective Qualified Bidder

_____

Type or Print Name and Title of Authorized Signatory; Sign & Date

_____
[Name of Signor] [Title with Organization]

_____ _____
[Signature] [Date]

Type or Print Address (Including Suite # / Floor; (or PO Box); City; State; ZIP)

_____

Telephone Fax e-mail

(_____)_____ (_____)_____ _____

For Prospective Bidders that are Natural Persons, Complete this Section:

Type or Print Full Name of the Prospective Qualified Bidder

_____

_____ _____
[Signature] [Date]

Type or Print Address (Including Suite # / Floor; (or PO Box); City; State; ZIP)

_____

Telephone Fax e-mail

(_____)_____ (_____)_____ _____

NOTICE CONCERNING LEGAL ACTION

Anyone who knowingly or willfully makes false or fraudulent statements or representations in connection with this Pre-Qualification Request will be referred to the Office of Inspector General and/or the appropriate law enforcement officials for investigation and legal enforcement and may be

subject to fines, imprisonment, or both. See 18 U.S.C. §§ 1001, 1007 and 1014.