

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2010-07-23**
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SUBJECT COMPANY

AMERICREDIT CORP

CIK: **804269** | IRS No.: **752291093** | State of Incorporation: **TX** | Fiscal Year End: **0630**
Type: **SC 13D** | Act: **34** | File No.: **005-40781** | Film No.: **10967581**
SIC: **6199** Finance services

Mailing Address
801 CHERRY ST
SUITE 3500
FORT WORTH TX 76102

Business Address
801 CHERRY STREET
SUITE 3500
FORT WORTH TX 76102
8173027000

FILED BY

FAIRHOLME CAPITAL MANAGEMENT LLC

CIK: **1056831** | IRS No.: **223526594** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D**

Mailing Address
4400 BISCAYNE BOULEVARD
9TH FLOOR
MIAMI FL 33137

Business Address
4400 BISCAYNE BOULEVARD
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305-358-3000

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

SCHEDULE 13D

Under The Securities Exchange Act of 1934
(Amendment No.)*

AmeriCredit Corp.
(Name of Issuer)

Common Stock, \$0.01 par value
(Title of Class of Securities)

03060R101
(CUSIP Number)

Bruce R. Berkowitz
c/o Fairholme Capital Management, L.L.C.
4400 Biscayne Boulevard, 9th Floor
Miami, FL 33137
(305) 358-3000

(Name, Address and Telephone Number of Person Authorized to Receive
Notices and Communications)

July 21, 2010
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.240.13D-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 03060R101

1. NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Fairholme Capital Management, L.L.C.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☐
(b) ☐

3. SEC USE ONLY

4. SOURCE OF FUNDS*

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

☐

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

23,530,345

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

24,708,775

☐

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

24,708,775

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.4%

14. TYPE OF REPORTING PERSON*

IA

CUSIP No. 03060R101

1. NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Bruce R. Berkowitz

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☐
(b) ☐

3. SEC USE ONLY

4. SOURCE OF FUNDS*

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

☐

6. CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

102,552

8. SHARED VOTING POWER

23,530,345

9. SOLE DISPOSITIVE POWER

102,552

10. SHARED DISPOSITIVE POWER

24,708,775

☐

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

24,811,327

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.4%

14. TYPE OF REPORTING PERSON*

IN, HC

CUSIP No. 03060R101

1. NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Fairholme Funds, Inc.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☐
(b) ☐

3. SEC USE ONLY

4. SOURCE OF FUNDS*

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

☐

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Maryland

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

23,499,545

9. SOLE DISPOSITIVE POWER

0

10. SHARES DISPOSITIVE POWER

23,499,545

☐

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

23,499,545

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

17.5%

14. TYPE OF REPORTING PERSON*

IV

CUSIP No. 03060R101

Item 1. Security and Issuer.

The name of the issuer is AmeriCredit Corp. (the "Issuer"). The address of the Issuer's offices is 801 Cherry Street, Suite 3500, Fort Worth, Texas 76102. This Schedule 13D relates to the Issuer's Common Stock, \$0.01 par value (the "Shares").

Item 2. Identity and Background.

(a-c, f) This Schedule 13D is being filed jointly by Fairholme Capital Management, L.L.C., a Delaware limited liability company ("Fairholme"), Fairholme Funds, Inc. (the "Fund"), a Maryland investment company and Bruce R. Berkowitz, a United States citizen (collectively with Fairholme and the Fund, the "Reporting Persons").

The principal business address of the Reporting Persons is 4400 Biscayne Boulevard, 9th Floor, Miami, FL 33137.

Bruce R. Berkowitz is the managing member of Fairholme, an investment management firm that serves as the investment adviser to the Fund and other advisory accounts.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

The funds for the purchase of the Shares came from the working capital of the Fund and the advisory accounts over which Bruce Berkowitz, through his role at Fairholme, exercises investment discretion.

No borrowed funds were used to purchase the Shares.

Item 4. Purpose of Transaction.

The Reporting Persons acquired their Shares of the Issuer for investment purposes.

This Schedule 13D is being filed to reflect the fact that Fairholme Capital Management, L.L.C., Fairholme Funds, Inc. and Bruce R. Berkowitz entered into a voting agreement with General Motors Holdings LLC and Goalie Texas Holdco Inc. (the "Shareholder Support and Voting Agreement") on July 21, 2010. Additional information is included in the response to Item 6 of this Schedule D, which Item is incorporated herein by reference.

Except as set forth above, Fairholme has no present plans or intentions that would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a-e) As of the date hereof, Fairholme may be deemed to be the beneficial owner of 24,708,775 Shares (18.4%) of the Issuer, the Fund may be deemed to be the beneficial owner of 23,499,545 Shares (17.5%) of the Issuer and Bruce R. Berkowitz may be deemed to be the beneficial owner of 24,811,327 Shares (18.4%) of the Issuer, based upon the 134,560,825 Shares outstanding as of April 30, 2010, according to the Issuer.

Fairholme has the sole power to vote or direct the vote of 0 Shares, Fairholme Funds, Inc. has the sole power to vote or direct the vote of 0 Shares and Bruce R. Berkowitz has the sole power to vote or direct the vote of 102,552 Shares to which this filing relates. Fairholme has the shared power to vote or direct the vote of 23,530,345 Shares, Fairholme Funds, Inc. has the shared power to vote or direct the vote of 23,499,545 Shares and Bruce R. Berkowitz has the shared power to vote or direct the vote of 23,530,345 Shares to which this filing relates.

Fairholme has the sole power to dispose or direct the disposition of 0 Shares, Fairholme Funds, Inc. has the sole power to dispose or direct the disposition of 0 Shares and Bruce R. Berkowitz has the sole power to dispose or direct the disposition of 102,552 Shares to which this filing relates. Fairholme has the shared power to dispose or direct the disposition of 24,708,775 Shares, Fairholme Funds, Inc. has the shared power to dispose or direct the disposition of 23,499,545 Shares and Bruce R. Berkowitz has the shared power to dispose or direct the disposition of 24,708,775 Shares to which this filing relates.

The trading dates, number of Shares purchased and the price per share for all transactions in the Shares during the 60 days prior to the date of this filing by the Reporting Persons are set forth in Exhibit B and were effected in the open market.

The Reporting Persons specifically disclaim beneficial ownership in the Shares reported herein except to the extent of their pecuniary interest therein.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On July 21, 2010 Fairholme Capital Management, L.L.C., Fairholme Funds, Inc. and Bruce R. Berkowitz (collectively, the "Fairholme Parties") entered into a voting agreement with General Motors Holdings LLC and Goalie Texas Holdco Inc. (the "Shareholder Support and Voting Agreement"), a copy of which is attached hereto as Exhibit C. The Shareholder Support and Voting Agreement provides that the Fairholme Parties will vote all Common Stock beneficially owned by the Fairholme Parties in favor of the proposed merger of Goalie Texas Holdco Inc., a wholly owned subsidiary of General Motors Holding LLC, with and into AmeriCredit Corp. (the "Merger") on the terms set forth in the Agreement and Plan of Merger among General Motors Holding LLC, Goalie Texas Holdco Inc. and AmeriCredit Corp. (the "Merger Agreement"). Pursuant to the Merger, shareholders of the Issuer will receive \$24.50 per share for each share of outstanding Common Stock of the Issuer.

Item 7. Material to be Filed as Exhibits.

- Exhibit A An agreement relating to the filing of a joint statement as required by Rule 13d-1(k) under the Securities Exchange Act of 1934 is filed herewith as Exhibit A.
- Exhibit B A description of the transactions in the Shares that were effected by the Reporting Persons during the 60 days prior to the date of this filing is filed herewith as Exhibit B.
- Exhibit C The Shareholder Support and Voting Agreement among Fairholme Capital Management, L.L.C., Fairholme Funds, Inc., Bruce R. Berkowitz, General Motors Holdings LLC and Goalie Texas Holdco Inc. is filed herewith as Exhibit C.
-

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

July 23, 2010

(Date)

Bruce R. Berkowitz

By: /s/ Paul Thomson

(Attorney-in-fact)

Fairholme Capital Management, L.L.C.

By: /s/ Paul Thomson

(Attorney-in-fact)

Fairholme Funds, Inc.

By: /s/ Paul Thomson

(Attorney-in-Fact)

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (see 18 U.S.C. 1001).

AGREEMENT

The undersigned agree that this Schedule 13D dated July 23, 2010 relating to the Common Stock, par value \$0.01, of AmeriCredit Corp. shall be filed on behalf of the undersigned.

Bruce R. Berkowitz
By: /s/ Paul Thomson
(Attorney-in-Fact)

Fairholme Capital Management, L.L.C.

By: /s/ Paul Thomson (Attorney-in-Fact)

Fairholme Funds, Inc.

By: /s/ Paul Thomson (Attorney-in-Fact)

Exhibit B

Transactions in the Shares -- The Reporting Persons

Transaction	Date	Shares	Price
Transactions in Accounts Managed by Fairholme Capital Management, L.L.C.			
Sale	6/16/2010	22,903	\$19.99
Sale	7/8/2010	900	\$19.54

Fairhome Funds, Inc.

Sale	6/7/2010	86,300	\$19.97
Sale	6/8/2010	214,900	\$19.69
Sale	6/9/2010	151,200	\$20.27
Sale	6/10/2010	109,600	\$20.23
Sale	6/11/2010	190,300	\$20.09
Sale	6/14/2010	155,500	\$20.41
Sale	6/15/2010	199,300	\$20.34
Sale	6/16/2010	54,700	\$20.09
Sale	6/17/2010	100,200	\$19.72
Sale	6/18/2010	39,300	\$19.77
Sale	6/21/2010	87,800	\$20.29
Sale	6/22/2010	70,500	\$20.06

SHAREHOLDER SUPPORT AND VOTING AGREEMENT

BY AND AMONG

GENERAL MOTORS HOLDINGS LLC,

GOALIE TEXAS HOLDCO INC.,

FAIRHOLME CAPITAL MANAGEMENT, L.L.C.,

FAIRHOLME FUNDS, INC.

AND

BRUCE R. BERKOWITZ

DATED AS OF JULY 21, 2010

SHAREHOLDER SUPPORT AND VOTING AGREEMENT

THIS SHAREHOLDER SUPPORT AND VOTING AGREEMENT, dated as of July 21, 2010 (this "**Agreement**"), is entered into by and among General Motors Holdings LLC, a Delaware limited liability company (the "**Parent**"), Goalie Texas Holdco Inc., a Texas corporation and a direct wholly owned subsidiary of Parent ("**Merger Sub**", and together with Parent, the "**Goalie Parties**") and Fairholme Capital Management, L.L.C. ("**FCM**"), Fairholme Funds, Inc. ("**FFunds**") and Bruce R. Berkowitz ("Mr. Berkowitz" and collectively with FCM and FFunds, the "**Shareholders**").

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, AmeriCredit Corp., a Texas corporation (the "**Company**") and the Goalie Parties are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "**Merger Agreement**"), pursuant to which, among other things, Merger Sub will merge with and into the Company (the "**Merger**"), with the Company continuing as the surviving corporation, and each outstanding share of common stock, par value \$0.01 per share, of the Company (the "**Company Common Stock**") will be converted into the right to receive the Merger Consideration (as defined in the Merger Agreement);

WHEREAS, as of the date hereof, FCM is the beneficial owner in the aggregate of, and has the right to vote and dispose of, 23,449,545 shares of Company Common Stock, FFunds is the beneficial owner in the aggregate of, and has the right to vote and dispose of, the same 23,449,545 shares of Company Common Stock, and Mr. Berkowitz is the beneficial owner in the aggregate of, and has the right to vote and dispose of, the same 23,449,545 shares of Company Common Stock and an additional 102,552 shares of Company Common Stock (all of such shares of Company Common Stock collectively, the "**Existing Common Stock**");

WHEREAS, as a material inducement to the Goalie Parties entering into the Merger Agreement, a copy of which has been provided to the Shareholders, the Shareholders have agreed to enter into this Agreement and to abide by the covenants and obligations with respect to the Covered Common Stock (as hereinafter defined); and

WHEREAS, Mr. Berkowitz is the managing member of FCM, an investment management firm that serves as an advisor to FFunds, a mutual fund that is subject to the Investment Company Act of 1940, as amended, and as such, the Shareholders are subject to various duties, regulations and requirements for the benefit of investors in FFunds;

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

GENERAL

1.1 Defined Terms. The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement.

"Covered Common Stock" means, with respect to each Shareholder, such Shareholder's Existing Common Stock, together with any Company Common Stock that such Shareholder acquires on or after the date hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Lien" means any mortgage, lien, charge, restriction (including restrictions on transfer), pledge, security interest, option, right of first offer or refusal, preemptive right, put or call option, lease or sublease, claim, right of any third party, covenant, right of way, easement, encroachment or encumbrance.

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity, or any group comprised of two or more of the foregoing.

"Transfer" means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise), either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the voting of or sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise) or to enter into any derivative or similar transactions or arrangements whereby a portion or all of the economic interest in, or risk of loss or opportunity for gain with respect to, Company Common Stock is transferred or shifted to another Person.

ARTICLE 2

VOTING

2.1 Agreement to Vote Company Common Stock. Each Shareholder hereby irrevocably and unconditionally agrees that during the term of this Agreement, at any meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, Shareholder shall, in each case to the fullest extent that any of the Covered Common Stock is entitled to vote thereon:

(a) appear at each such meeting or otherwise cause the Covered Common Stock to be counted as present thereat for purposes of calculating a quorum; and

(b) vote (or cause to be voted), in person or by proxy, all of the Covered Common Stock (i) in favor of the adoption of the Merger Agreement, any transactions contemplated by the Merger Agreement and any other action reasonably requested by Parent in furtherance thereof, submitted for the vote of shareholders of the Company; (ii) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company or any of its Subsidiaries contained in the Merger Agreement, to the extent any such breach would result in a failure of any of the conditions to the consummation of the Merger set forth in Section 6.1 or Section 6.3 of the Merger Agreement to be satisfied; and (iii) against any action, agreement or transaction that would impede, interfere with, delay, postpone, discourage, frustrate the purposes of or adversely affect the Merger or the other transactions contemplated by the Merger Agreement.

2.2 No Inconsistent Agreements. Each Shareholder hereby represents, covenants and agrees that, except for this Agreement, such Shareholder (a) is not subject to, and shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to the Covered Common Stock (other than agreements that may not be enforced during the term of this Agreement), (b) has not granted, and shall not grant at any time while this Agreement remains in effect, a proxy, consent or power of attorney with respect to the Covered Common Stock (except pursuant to Section 2.3 hereof) and (c) has not taken and shall not knowingly take any action that would make any representation or warranty of Shareholder contained herein untrue or incorrect or have the effect of preventing or disabling Shareholder from performing any of its obligations under this Agreement.

2.3 Proxy. In order to secure the obligations set forth herein, each Shareholder hereby irrevocably appoints as its proxy and attorney-in-fact, as the case may be, Dan Ammann and Barbara Lister-Tait, in their respective capacities as officers of Parent, and any individual who shall hereafter succeed any such officer of Parent, as the case may be, and any other Person designated in writing by Parent (collectively, the "**Grantees**"), each of them individually, with full power of substitution, to vote with respect to the Covered Common Stock in accordance with Section 2.1 hereof and, in the discretion of the Grantees, with respect to any proposed postponements or adjournments of any meeting of the shareholders of the Company at which any of the matters described in Section 2.1 hereof are to be considered. This proxy is coupled with an interest and shall be irrevocable, except upon termination of this Agreement, and each Shareholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy and hereby revokes any proxy previously granted by such Shareholder with respect to the Covered Common Stock. Parent may terminate this proxy with respect to each Shareholder at any time at its sole election by written notice provided to such Shareholder.

2.4 Other Shares. As of the date of this Agreement, FCM and Mr. Berkowitz have the right to vote 30,800 shares (the "**Separate Shares**") that are currently held in individually managed accounts, which shares are not included in the definition of "Existing Common Stock". For so long as the Separate Shares are held in such individually managed accounts, FCM and Mr. Berkowitz agree that each such Separate Share shall be treated as it was included within the definition of Covered Common Stock for purposes of Sections 2.1, 2.2 and 2.3 hereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Shareholder. Each Shareholder (except to the extent otherwise provided herein) hereby represents and warrants to the Goalie Parties as follows:

(a) **Authorization; Validity of Agreement; Necessary Action.** Such Shareholder has the requisite power and authority and/or capacity to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Shareholder of this Agreement, the performance by it of the obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by such Shareholder and no other actions or proceedings on the part of such Shareholder to authorize the execution and delivery of this Agreement, the performance by such Shareholder of the obligations hereunder or the consummation of the transactions contemplated hereby are required. This Agreement has been duly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by the Goalie Parties, constitutes a legal, valid and binding agreement of such Shareholder, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

(b) **Ownership.** Such Shareholder is the beneficial owner of and has good and marketable title to its Existing Common Stock as described in this Agreement, free and clear of all Liens (other than pursuant to this Agreement and restrictions on Transfers arising under applicable securities laws). Such Shareholder will be the beneficial owner of and have good and marketable title to its Covered Common Stock from the date hereof through and on the Closing Date (other than such shares as actually Transferred in accordance with Section 4.2 of this Agreement), free and clear of all Liens (other than pursuant to this Agreement and restrictions on Transfers arising under applicable securities laws). Except for the Existing Common Stock, there is no other Company Common Stock legally or beneficially owned by such Shareholder, other than any shares of Company Common Stock held in individually managed accounts (which the parties to this Agreement agree are not subject to this Agreement (except as expressly set forth herein with respect to the Separate Shares), and the Shareholders represent have not been included in "Existing Common Stock"), and FCM and Mr. Berkowitz represent that, as of the date of this Agreement, the aggregate number of shares of Company Common Stock beneficially owned by them but held in individually managed accounts is approximately 1,209,230 shares. Such Shareholder has and will have at all times through the Closing Date sole voting power (including the right to control such vote as contemplated herein), sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article 2 hereof, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to the Existing Common Stock and with respect to the Covered Common Stock at all times through the Closing Date (other than such shares as actually Transferred in accordance with Section 4.2 of this Agreement). FCM and Mr. Berkowitz have and will have at all times through the Closing Date the right to vote (including the right to control such vote as contemplated herein) the Separate Shares at any meeting of shareholders of the Company and the power to issue instructions with respect to the matters set forth in Article 2 hereof, in each case so long as such Separate Shares are held in the respective individually managed account.

(c) **No Violation.** Neither the execution and delivery of this Agreement by such Shareholder nor the performance by such Shareholder of its obligations under this Agreement will (i) result in, give rise to or constitute a violation or breach of or a default (or any event which with notice or lapse of time or both would become a violation, breach or default) under, or give to others any rights of termination, purchase, amendment, acceleration or cancellation with respect to, or result in the creation of a Lien on, any of the Covered Common Stock or any other material assets of such Shareholder pursuant to any of the terms of any understanding, agreement, or other instrument or obligation to which such Shareholder is a party or by which such Shareholder, any of the Covered Common Stock, or any other assets of the such Shareholder are bound, (ii) violate any judgments, decrees, injunctions, rulings, awards, settlements, stipulations or orders (collectively, "**Orders**") or laws applicable to such Shareholder or any of its properties, rights or assets or (iii) result in a violation or breach of or conflict with its organizational and governing documents.

(d) **Consents and Approvals.** No consent, approval, Order or authorization of, or registration, declaration or filing with, any governmental authority is necessary to be obtained or made by such Shareholder in connection with such Shareholder's execution, delivery and performance of this Agreement or the consummation by such Shareholder of the transactions contemplated hereby, except for any reports under Sections 13(d) and 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby.

(e) **Reliance by the Company.** Such Shareholder understands and acknowledges that the Goalie Parties are entering into the Merger Agreement in reliance upon Shareholder's execution and delivery of this Agreement and the representations, warranties, covenants and obligations of Shareholder contained herein.

3.2 Representations and Warranties of the Goalie Parties. The Goalie Parties hereby represent and warrant to each Shareholder that the execution and delivery of this Agreement by the Goalie Parties and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Goalie Parties.

ARTICLE 4

OTHER COVENANTS

4.1 Restrictions on Transfers, Other Actions. Each Shareholder agrees that, except as otherwise provided herein, it shall not: (a) enter into any agreement, arrangement or understanding, or take any other action, that violates or conflicts with or would reasonably be expected to violate or conflict with, or result in or give rise to a violation of or conflict with, Shareholder's representations, warranties, covenants and obligations under this Agreement; (b) take any action that could restrict or otherwise affect Shareholder's legal power, authority and right to comply with and perform its covenants and obligations under this Agreement; or (c) take any action with respect to the debt or convertible securities of the Company that would be reasonably likely to prevent or materially delay or materially impair the ability of the Company to perform its obligations under the Merger Agreement or to consummate the Merger. Through the date that is the record date established by the Board of Directors of the Company for holding the Company Meeting, each Shareholder agrees that it shall not Transfer any of the Covered Common Stock, beneficial ownership thereof or any other interest therein. After such date, each Shareholder further agrees that it will not Transfer any of the Covered Common Stock, beneficial ownership thereof or any other interest therein unless each of the following conditions has first been satisfied with respect to the shares of Covered Common Stock to be Transferred: (i) it shall be determined by the Shareholder or, in the case of FFunds, the investment manager of FFunds, that such Transfer is reasonably necessary to effect such Transfer in order to comply with such Shareholder's obligations under Law or in order to satisfy both its duties to investors in FFunds and in order to comply with the internal process and procedures generally applicable to all investments of FFunds, after full deliberation by its investment committee and consultation with counsel and other appropriate internal advisors, and after taking into account all investments then held by FFunds; (ii) prior to such determination, the Shareholder or, in the case of FFunds, the investment manager of FFunds, has used commercially reasonable efforts in good faith to avoid such Transfer to the extent consistent with its duties to its investors, after taking into account the context of this Agreement and the Merger Agreement, or if such Transfer cannot be avoided, to minimize the number of shares of Covered Common Stock required to be so Transferred to the extent consistent with its duties to its investors, after taking into account the context of this Agreement and the Merger Agreement; and (iii) the Shareholders first comply with Section 4.2 of this Agreement and the Parent has not exercised its right to acquire such shares of Covered Common Stock pursuant to Section 4.2.

4.2 Right of First Refusal. Prior to any Transfer of Covered Common Stock pursuant to Section 4.1 of this Agreement, the Shareholder intending to effect a Transfer pursuant to Section 4.1 shall provide Parent with written notice at least two Business Days in advance of any such proposed Transfer. In such notice, the Shareholder shall (i) represent to Parent that the Shareholder has complied with its obligations in this Agreement with respect to such proposed Transfer and that the conditions to effect such Transfer as set forth in Section 4.1 of this Agreement have been satisfied and (ii) state the intended date of the proposed Transfer. Parent shall have the right, but not the obligation, to buy such shares at a price per share equal to the closing price of a share of Company Common Stock on the business day immediately prior to Parent's written notice to the Shareholders that Parent has elected to purchase all such shares of Covered Common Stock. If Parent has not exercised its right to purchase the shares of Company Common Stock included in the Shareholder's notice by providing Shareholder written notice of Parent's intent to exercise such right within one Business Day after receipt by Parent of the Shareholder's notice (provided, that such Shareholder's notice has been delivered to Parent no later than 9:00 a.m., New York time, on a Business Day, otherwise, Parent shall have until the second Business Day after receipt of the Shareholder's notice), the Shareholder shall be entitled to sell such shares of Covered Common Stock in order so to comply with the matters contemplated by clause (i) of Section 4.1. The purchase of any shares of Covered Common Stock by Parent pursuant to this Section shall be effected within one Business Day after notice by Parent of the exercise of its rights under this Section 4.2, and Parent shall pay for such shares by wire transfer of immediately available funds to an account or accounts designated in writing by the Shareholder. Parent shall have the right to permit any affiliate of Parent actually to effect any such purchase by Parent, upon payment of the purchase price by such affiliate to the Shareholder.

4.3 No Solicitation. Without giving effect to Sections 5.3(c)-(g) of the Merger Agreement, the provisions of Section 5.3 of the Merger Agreement applicable to the Company shall apply *mutatis mutandis* to each of the Shareholders.

4.4 Waiver of Dissenters' Rights. Each Shareholder hereby irrevocably and unconditionally waives, and agrees not to exercise, assert or perfect, any rights of dissent and appraisal under Section 10.354 of the Texas Business Organizations Code.

4.5 Further Assurances. From time to time, at Parent's request and without further consideration, each Shareholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or advisable to effect the actions and consummate the transactions contemplated by this Agreement.

4.6 Other Matters. The Shareholders agree to file with the Securities and Exchange Commission, as promptly as reasonably practicable, each filing required by Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, including any required filing on Schedule 13D. The Shareholders agree to reconfirm each of their obligations under this Agreement promptly upon the written request of Parent.

ARTICLE 5

MISCELLANEOUS

5.1 Termination. This Agreement shall remain in effect until the earliest to occur of (a) the Effective Time, (b) the termination of the Merger Agreement in accordance with its terms (including after any extension thereof), and (c) the written agreement of the Shareholders and the Goalie Parties to terminate this Agreement. After the occurrence of such applicable event, this Agreement shall terminate and be of no further force or effect. Nothing in this Section 5.1, and no termination of this Agreement shall relieve or otherwise limit any party of liability for any breach of this Agreement occurring prior to such termination.

5.2 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Covered Common Stock or any Separate Shares. All rights, ownership and economic benefit relating to the Covered Common Stock and the Separate Shares shall remain vested in and belong to the Shareholders, except upon the exercise, if any, by Parent of its right of first refusal as set forth in Section 4.2 of this Agreement, and Parent and Merger Sub shall have no authority to direct Shareholder in the voting or disposition of any of the Covered Common Stock or the Separate Shares, except as otherwise provided herein.

5.3 Publicity. Each Shareholder hereby permits the Goalie Parties and the Company to include and disclose in the Proxy Statement and in such other schedules, certificates, applications, agreements or documents as any such entities reasonably determine to be necessary or appropriate in connection with the consummation of the Merger and the transactions contemplated by the Merger Agreement, such Shareholder's identity, ownership of the Covered Common Stock and voting power of the Separate Shares and the nature of such Shareholder's commitments, arrangements and understandings pursuant to this Agreement.

5.4 Shareholder Capacity. Parent and Merger Sub acknowledge that each Shareholder is entering into this Agreement only in its capacity as a shareholder of the Company and nothing herein shall limit or affect any actions taken by any individual in such individual's capacity as a director of the Company, nor shall any action taken in any such individual's capacity as a director be deemed a breach of this Agreement.

5.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent via facsimile (receipt confirmed) or on the first Business Day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Goalie Parties, to:

General Motors Holdings LLC
300 Renaissance Center
Detroit, Michigan 48265-3000
Facsimile: 313.665.4960
Attention: Teresa Holderer

With copies (which shall not constitute notice) to:

Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
Attention: Mark S. Solomon
Facsimile: 214.659.4401
Melinda H. Brunger
Facsimile: 713.238.7235

If to the Shareholders, to:

Fairholme Capital Management, L.L.C.
4400 Biscayne Blvd, 9th Floor
Miami, Florida 33137
Telecopy: 305.358.8002
Attention: Bruce Berkowitz

With copies (which shall not constitute notice) to:

Greenberg Traurig, P.A.
401 Las Olas Boulevard, Suite 2000
Ft. Lauderdale, Florida 33301
Facsimile: 954.768.8265
Attention: David C. Peck

Greenberg Traurig, P.A.
Met Life Building
200 Park Avenue
New York, New York 10166
Facsimile: 212.801.9383
Attention: Clifford E. Neimeth

5.6 Interpretation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are references to this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement is the product of negotiation by the parties having the assistance of counsel and other advisers. It is the intention of the parties that this Agreement not be construed more strictly with regard to one party than with regard to the others.

5.7 Counterparts. This Agreement may be executed by facsimile and in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

5.8 Entire Agreement. This Agreement and, solely to the extent of the defined terms referenced herein, the Merger Agreement, embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written and oral, that may have related to the subject matter hereof in any way.

5.9 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (other than with respect to matters governed by the Texas Business Organizations Code, with respect to which such laws apply) that are applicable to contracts entered into and to be performed solely in the State of Delaware.

(b) In addition, each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Court of Chancery in the State of Delaware (provided that, in the event subject matter jurisdiction is unavailable in or declined by the Court of Chancery, then all such claims shall be brought, heard and determined exclusively in any other federal or state court sitting in the State of Delaware. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5.10 Amendment; Waiver. This Agreement may not be amended except by an instrument in writing signed by the Goalie Parties and the Shareholders. Each party may waive any right of such party hereunder by an instrument in writing signed by such party and delivered to the Goalie Parties and the Shareholders.

5.11 Remedies.

(a) Each party hereto acknowledges that monetary damages would not be an adequate remedy in the event that any covenant or agreement in this Agreement is not performed in accordance with its terms, and it is therefore agreed that, in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. Each party hereto agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

5.12 Severability. Any term or provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable, in all cases so long as neither the economic nor legal substance of the transactions contemplated hereby is affected in any manner adverse to any party or its equityholders. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties as closely as possible and to the end that the transactions contemplated hereby shall be fulfilled to the maximum extent possible.

5.13 Successors and Assigns; No Third Party Beneficiaries. Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in whole or in part (by operation of law or otherwise), by any party without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto or the parties' respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed (where applicable, by their respective officers or other authorized Person thereunto duly authorized) as of the date first written above.

Parent:

GENERAL MOTORS HOLDINGS LLC

By: _____

Name: Stephen J. Girsky
Title: Vice Chairman,
Corporate Strategy and Business Development

Merger Sub:

GOALIE TEXAS HOLDCO INC.

By: _____

Name: Daniel Ammann
Title: President

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Shareholders:

FAIRHOLME CAPITAL MANAGEMENT, L.L.C.

By: _____
Name:
Title:

FAIRHOLME FUNDS, INC.

By: _____
Name:
Title:

BRUCE R. BERKOWITZ

By: _____
Name: Bruce R. Berkowitz, individually
Title:

Signature Page to Shareholder Support and Voting Agreement

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