

Multibank Structured Transaction 2010-1 CRE

EXECUTION COPY

PURCHASE MONEY NOTES GUARANTY AGREEMENT

BY AND BETWEEN

**FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE
CAPACITY**

AND

**FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR
VARIOUS FAILED FINANCIAL INSTITUTIONS LISTED ON SCHEDULE 1
HERETO**

Dated as of July 2, 2010

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PURCHASE MONEY NOTES GUARANTY AGREEMENT

THIS PURCHASE MONEY NOTES GUARANTY AGREEMENT (this "**Guaranty Agreement**") entered into as of July 2, 2010 by and between the Federal Deposit Insurance Corporation, in its corporate capacity (the "**Purchase Money Notes Guarantor**") and the Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule 1 hereto (the "**Initial Holder**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in, or by reference in, that certain Custodial and Paying Agency Agreement, dated as of July 2, 2010, among 2010-1 CRE Venture, LLC, the Federal Deposit Insurance Corporation, in its corporate capacity, as the guarantor of the Purchase Money Notes, the Federal Deposit Insurance Corporation, in its capacity as Receiver for various failed financial institutions listed on Schedule 1 hereto, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Fargo Bank, N.A., a national banking association (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Debtor (as hereinafter defined) and any new or successor custodian and paying agent, the "**Custodial and Paying Agency Agreement**").

RECITALS

WHEREAS, pursuant to that certain Loan Contribution and Sale Agreement, dated as of July 2, 2010, as amended, supplemented or restated from time to time (the "**Contribution Agreement**"), between 2010-1 CRE Venture, LLC ("**Debtor**") and the Initial Holder, the Initial Holder transferred certain assets to Debtor, partly as a sale and partly as a capital contribution, and in return for said assets Debtor issued to the Initial Holder three classes of Purchase Money Notes, dated as of July 2, 2010, in the aggregate principal face amount of \$562,965,000, as set forth on Schedule 2 to the Contribution Agreement (the "**Purchase Money Notes**"); and

WHEREAS, to provide the Holders support for the payment and performance of Debtor's obligations under the Purchase Money Notes, the Purchase Money Notes Guarantor has agreed to enter into this Guaranty Agreement and to perform the obligations of the Purchase Money Notes Guarantor described herein;

WHEREAS, pursuant to 12 U.S.C. §1825(d), if the principal amount of an obligation issued by the FDIC after August 9, 1989, is stated in the obligation and the term to maturity or the date of maturity of such obligation is stated in the obligation, then the full faith and credit of the United States is pledged to the payment of such obligation with respect to both principal and interest;

WHEREAS, because the principal of the Guaranteed Obligations (as defined below) is stated in this Guaranty Agreement, and the date of maturity of the Purchase Money Notes Guarantor's obligations under this Guaranty Agreement is stated in this Guaranty Agreement, the full faith and credit of the United States is pledged to the Purchase Money Notes Guarantor's obligation to pay the Guaranteed Obligations (as defined below) pursuant to 12 U.S.C. §1825(d); and

NOW, THEREFORE, in consideration of payment to the Purchase Money Notes Guarantor of a guaranty fee agreed upon by the Purchase Money Notes Guarantor and Debtor and paid by the Initial Holder on behalf of Debtor, the sufficiency of which is hereby acknowledged, the Purchase Money Notes Guarantor and Initial Holder hereby agree as follows:

Section 1. Guaranty. The Purchase Money Notes Guarantor hereby absolutely, irrevocably, completely, unconditionally and immediately guarantees all of the following (collectively, the “**Guaranteed Obligations**”): the due and punctual payment of the principal of each Class of Purchase Money Notes, in an aggregate amount of \$562,965,000, when such principal shall become due and payable in accordance with the terms of each respective Class of Purchase Money Notes and the Custodial and Paying Agency Agreement (whether at stated maturity, by acceleration or otherwise), which \$562,965,000, shall constitute the principal amount of the Guaranteed Obligations. The date of termination of the Purchase Money Notes Guarantor’s obligations under this Guaranty Agreement shall be June 25, 2020, which date shall be the date on which the Purchase Money Notes Guarantor’s obligation to pay the Guaranteed Obligations shall be due (if and to the extent the same are not discharged, satisfied or paid on or prior thereto). The full faith and credit of the United States is pledged to the Purchase Money Notes Guarantor’s obligation to pay the Guaranteed Obligations pursuant to 12 U.S.C. §1825(d).

Section 2. Guaranty Absolute. The Purchase Money Notes Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of each Class of Purchase Money Notes regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Holders with respect thereto. The liability of the Purchase Money Notes Guarantor under this Guaranty Agreement shall be absolute, irrevocable and unconditional in accordance with its terms and shall, to the fullest extent permissible under applicable law, remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated, modified or otherwise affected by, any circumstance or occurrence whatsoever, including without limitation, any of the following (whether or not the Purchase Money Notes Guarantor consents thereto or has notice thereof):

(a) any lack of validity, legality or enforceability of any Purchase Money Note or this Guaranty Agreement;

(b) any furnishing to the Holders of any security for the Guaranteed Obligations;

(c) any bankruptcy, insolvency, reorganization, composition, adjustment, merger, consolidation, dissolution, liquidation or other like proceeding relating to the Purchase Money Notes Guarantor, Debtor or any other person, or any action taken with respect to this Guaranty Agreement by any trustee or receiver, or by any court, in any such proceeding; or

(d) any defect, limitation or insufficiency in the rights of Debtor or any other person under any Purchase Money Note or in the exercise thereof.

Section 3. Action with Respect to Guaranteed Obligations. Unless otherwise consented to in writing by the Purchase Money Notes Guarantor, the Holders may not take any of the following actions: (a) amend, modify, alter or supplement the terms of any of the Guaranteed Obligations, including, but not limited to, extending or shortening the time of payment of any of the Guaranteed Obligations or modifying the amount of any of the Guaranteed Obligations; (b) amend, modify, alter or supplement any Purchase Money Note; (c) release any other person liable in any manner for the payment or collection of the Guaranteed Obligations; and (d) exercise, or refrain from exercising, any rights against Debtor or any other person; provided, however, that any such action taken by the Holders with the written consent of the Purchase Money Notes Guarantor shall not discharge the Purchase Money Notes Guarantor from its obligations hereunder.

Section 4. Representations and Warranties. The Purchase Money Notes Guarantor hereby makes the following representations and warranties to the Holders:

(a) The Purchase Money Notes Guarantor has the right and power, and has taken all necessary action to authorize the execution and delivery of this Guaranty Agreement and to perform its obligations hereunder in accordance with its terms. This Guaranty Agreement has been duly executed and delivered by a duly authorized officer of the Purchase Money Notes Guarantor and this Guaranty Agreement is a legal, valid and binding obligation of the Purchase Money Notes Guarantor enforceable against it in accordance with its terms;

(b) The execution, delivery and performance of this Guaranty Agreement does not and will not, by the passage of time, the giving of notice or both: (i) require any governmental approval that has not been obtained or violate any law relating to the Purchase Money Notes Guarantor; (ii) conflict with, result in a breach of or constitute a default under the organizational documents of the Purchase Money Notes Guarantor, or any agreement or other instrument to which the Purchase Money Notes Guarantor is a party or by which it or any of its respective properties may be bound; or (iii) result in or require the creation or imposition of any lien upon or with respect to any property now owned or hereafter acquired by the Purchase Money Notes Guarantor; and

(c) No action, suit, proceeding, governmental investigation or arbitration, at law or in equity, or before or by any governmental authority, is pending, or to the knowledge of the Purchase Money Notes Guarantor, threatened against the Purchase Money Notes Guarantor or any of its property which will affect the ability of the Purchase Money Notes Guarantor to perform its obligations under this Guaranty Agreement.

Section 5. Waiver. Except with respect to the Purchase Money Notes Guarantor's consent rights under Section 3, which consent rights shall not be limited, waived or otherwise modified by operation of this Section 5, the Purchase Money Notes

Guarantor, to the fullest extent permitted by law, hereby waives notice of acceptance hereof or any presentment, demand, protest or notice of any kind, and any other act or thing, or omission or delay to do any other act or thing, which in any manner or to any extent might vary the risk of the Purchase Money Notes Guarantor or which otherwise might operate to discharge the Purchase Money Notes Guarantor from its obligations hereunder. The Purchase Money Notes Guarantor acknowledges that it will receive direct and indirect benefits from the arrangements contemplated herein and that the waivers set forth in this Section 5 are knowingly made in contemplation of such benefits. The Purchase Money Notes Guarantor hereby waives any right to revoke this Section 5 and acknowledges that this Section 5 is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 6. Reinstatement of Guaranteed Obligations. This Guaranty Agreement shall in all respects be a continuing and irrevocable guaranty of payment and (a) shall remain in full force and effect until the indefeasible payment in full and in cash of the Guaranteed Obligations, (b) be binding upon the Purchase Money Notes Guarantor, its successors and assigns and (c) inure to the benefit of, and be binding upon and enforceable by, the Holders and their respective successors, pledgees, transferees and assigns. If claim is ever made on any Holder for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations, and such Holder repays all or part of said amount by reason of (y) any judgment, decree or order of any court or administrative body of competent jurisdiction, or (z) any settlement or compromise of any such claim effected by the Holder with any such claimant (including, without limitation, Debtor or a trustee in bankruptcy for Debtor), then and in such event the Purchase Money Notes Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding on it, notwithstanding any revocation hereof or the cancellation of this Guaranty Agreement, any Purchase Money Note, or any other instrument evidencing any liability of Debtor, and the Purchase Money Notes Guarantor shall be and remain liable to such Holder for the amounts so repaid or recovered to the same extent as if such amount had never originally been paid to such Holder and the Purchase Money Notes Guarantor's obligations and liabilities to such Holder under this Guaranty Agreement shall be reinstated to such extent and this Guaranty Agreement and any collateral for this Guaranty Agreement shall remain in full force and effect (or shall be reinstated) to such extent.

Section 7. Subrogation; Assignment of Claims. If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holders pursuant to or in connection with this Guaranty Agreement, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holders with respect to any claim to which such payment relates to the extent of such payment, and the Holders, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes Guarantor any and all claims such Holders may have against the Debtor or others and for which such Holders receive payment from the Purchase Money Notes Guarantor under this Guaranty Agreement. Upon the request of the Purchase Money Notes Guarantor, the Holders shall execute written assignments of such claims.

Section 8. Purchase Money Notes Guarantor's Right to Control Remedies. If there shall occur an "Event of Default" under the Reimbursement, Security and Guaranty Agreement, the Purchase Money Notes Guarantor shall have the right to control any and all remedies available to the Holders under any Purchase Money Note, and the Holders hereby agree to take any and all actions available to the Holders under such Purchase Money Note as the Purchase Money Notes Guarantor shall direct.

Section 9. Information. The Purchase Money Notes Guarantor (a) assumes all responsibility for being and keeping itself informed of the financial condition of Debtor, and of all other circumstances bearing upon the risk of nonpayment of any of the Guaranteed Obligations and the nature, scope and extent of the risks that the Purchase Money Notes Guarantor assumes and incurs hereunder, and (b) agrees that the Noteholder shall not have any duty whatsoever to advise the Purchase Money Notes Guarantor of information regarding such circumstances or risks.

Section 10. Governing Law. THIS GUARANTY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, BUT IF FEDERAL LAW DOES NOT PROVIDE A RULE OF DECISION, IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS GUARANTY AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. NOTHING IN THIS GUARANTY AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY ANY PARTY TO THIS GUARANTY AGREEMENT.

Section 11. Records and Accounts. The Holders may maintain books and accounts setting forth the amounts paid and payable with respect to the Guaranteed Obligations, and in the case of any dispute relating to any of the outstanding amount, payment or receipt of any of the Guaranteed Obligations or otherwise, the entries in such books and accounts shall constitute prima facie evidence of amounts and other matters set forth therein. The failure of the Holders to maintain such books and accounts shall not in any way relieve or discharge the Purchase Money Notes Guarantor of any of its obligations hereunder.

Section 12. Waiver of Remedies. No failure on the part of the Holders to exercise, and no delay in exercising, any right hereunder or under any Purchase Money Note shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Holders provided herein and in each Class of Purchase Money Notes are cumulative and are in addition to, and not exclusive of, any other rights or remedies provided by law. The rights of the Holders under this Agreement and each Class of Purchase Money Notes against any other party thereto are not conditional or contingent on any attempt by the Holders to exercise any of their respective rights under any other document against such party or against any other Person.

Section 13. Termination. This Guaranty Agreement shall remain in full force and effect with respect to the Purchase Money Notes Guarantor until, and shall terminate upon, the earliest of indefeasible satisfaction and payment in full of the Guaranteed Obligations and the termination or cancellation of each Purchase Money Note in accordance with its terms.

Section 14. Successors and Assigns. Each reference herein to the Holders and to the Purchase Money Notes Guarantor shall be deemed to include their respective successors and assigns, in whose favor the provisions of this Guaranty Agreement also shall inure and upon whom this Guaranty Agreement also shall be binding; provided, that, for each Class of Purchase Money Notes, the Purchase Money Notes Guarantor may not assign or transfer its obligations hereunder to any person without the prior written consent of the Holders of one hundred percent (100%) of the outstanding principal balance of such Class and any such assignment or other transfer to which such Holders have not so consented shall be null and void *ab initio*.

Section 15. Amendments. For each Class of Purchase Money Notes, no amendment of any provision of this Guaranty Agreement shall be effective unless it is in writing and signed by the Purchase Money Notes Guarantor and the Holders of more than fifty percent (50%) of the outstanding principal balance of such Class; provided that any amendment, waiver or other modification that would (a) affect adversely the interests, rights or obligations of any Holder, or (b) release the Purchase Money Notes Guarantor from all or any part of its obligation to make each and every payment under this Guaranty Agreement, shall not be effective unless it is in writing and signed by each affected Holder, and in each case, such consent, amendment, waiver or other modification shall be effective only in the specific instance and for the specific purpose for which given.

Section 16. [Reserved.]

Section 17. Payments.

(a) All payments to be made by the Purchase Money Notes Guarantor pursuant to this Guaranty Agreement in respect of the Guaranteed Obligations shall be made in legal currency of the United States of America, in immediately available funds by 12:00 p.m. New York time on the date that is one (1) Business Day prior to the applicable Distribution Date or Maturity Date; provided that the Purchase Money Notes Guarantor has received written demand therefor by the applicable Holder or by the Paying Agent on such Holder's behalf, in each case in substantially the form attached hereto as Exhibit A, no later than 5:00 p.m. New York time on the date that is four (4) Business Days prior to such Distribution Date or Maturity Date. The deposit of any such payments by the Purchase Money Notes Guarantor into the Class A-1 Defeasance Account, Class A-2 Defeasance Account or the Class A-3 Defeasance Account, as applicable, pursuant to the Custodial and Paying Agency Agreement for further distribution by the Paying Agent to the Holders shall constitute payment in satisfaction of this Section with respect to the Guaranteed Obligations.

(b) In addition, the Purchase Money Notes Guarantor agrees that to the extent the full principal amount of any Purchase Money Note is not paid when due, for whatever reason, the Purchase Money Notes Guarantor will pay interest on such unpaid principal amount at the rate of 1.00% per annum calculated on the basis of a year of 360 days and twelve 30 day months. Such interest shall be due and payable by the Purchase Money Notes Guarantor on the day the overdue principal is paid to the Holders, which may be any Business Day without regard to whether or not such date is a Distribution Date or the Maturity Date. Such interest payment shall be made in legal currency of the United States of America to the Paying Agent for further distribution by the Paying Agent to the Holders. Any such interest shall accrue from and including the Distribution Date or Maturity Date on which the principal became due and payable to, but not including, the date on which such principal is actually paid to the Holders. For avoidance of doubt, the agreement to pay interest as described in this Section 17(b), in no way relieves the Purchase Money Notes Guarantor of its obligations to make full and timely payment of amounts due with respect to the Guaranteed Obligations as provided in the first sentence of Section 1 and in the first sentence of Section 17(a), nor does it relieve any party from any liability for breach by such party of any obligation that results in the failure of any payment of principal on any Purchase Money Note to be made when due.

Section 18. Notices. All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Guaranty Agreement shall be in writing and shall be mailed or delivered to the applicable address or electronic mail address of the parties specified below for such Person or to such other address or electronic mail address as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt (or refusal thereof) by the relevant party hereto and (ii) (A) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (C) if delivered by electronic mail (which form of delivery is subject to the provisions of this paragraph), when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

Address for notices or communications to the Purchase Money Notes Guarantor:

Manager, Capital Markets & Resolutions
Federal Deposit Insurance Corporation
550 17th Street, N.W.
Room F-7014
Washington, D.C. 20429
Attention: Ralph Malami
Email address: RMalami@fdic.gov

with a copy to:

Senior Counsel
FDIC Legal Division
Litigation and Resolutions Branch, Receivership Section
Special Issues Unit
3501 Fairfax Drive (Room E-7056)
Arlington, VA 22226
Attention: David Gearin
Email address: Dgearin@fdic.gov

Address for notices or communications to the Initial Holder:

Manager, Capital Markets & Resolutions
Federal Deposit Insurance Corporation
550 17th Street, N.W.
Room F-7014
Washington, D.C. 20429
Attention: Ralph Malami
Email address: RMalami@fdic.gov

with a copy to:

Senior Counsel
FDIC Legal Division
Litigation and Resolutions Branch, Receivership Section
Special Issues Unit
3501 Fairfax Drive (Room E-7056)
Arlington, VA 22226
Attention: David Gearin
Email address: Dgearin@fdic.gov

Address for notices or communications to the Holders:

Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, Maryland 21045
Attention: Client Services Manager
Ref: Multibank 2010-1 CRE

Section 19. Severability. Any provision of this Guaranty Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows: (a) if such provision is prohibited or unenforceable in such jurisdiction only as to a particular person or entity or persons or entities and/or under any particular circumstance or circumstances, such provision shall be ineffective, but only in such jurisdiction and only with respect to such particular person or entity or persons or entities and/or under such particular circumstance or circumstances, as the case may be; (b) without limitation of clause (a), such provision

shall in any event be ineffective only as to such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; and (c) without limitation of clauses (a) or (b), such ineffectiveness shall not invalidate any of the remaining provisions of this Guaranty Agreement. Without limitation of the preceding sentence, it is the intent of the parties to this Guaranty Agreement that in the event that in any court proceeding, such court determines that any provision of this Guaranty Agreement is prohibited or unenforceable in any jurisdiction (because of the duration or scope (geographic or otherwise) of such provision, or for any other reason) such court shall have the power to, and shall, (x) modify such provision (including, without limitation, to the extent applicable, by limiting the duration or scope of such provision and/or the persons or entities against whom, and/or the circumstances under which, such provision shall be effective in such jurisdiction) for purposes of such proceeding to the minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding and (p) enforce such provision, as so modified pursuant to clause (q), in such proceeding. Nothing in this Section 19 is intended to, or shall, limit (x) the ability of any party to this Guaranty Agreement to appeal any court ruling or the effect of any favorable ruling on appeal or (y) the intended effect of Section 10.

Section 20. Headings. Section titles or captions contained in this Guaranty Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Guaranty Agreement or the intent of any provisions hereof. All Section, paragraph and clause references contained herein shall refer to Sections, paragraphs and clauses in this Guaranty Agreement unless otherwise specified.

Section 21. Limitation of Liability. Neither the Holders nor any of their respective affiliates, officers, directors, employees, attorneys, or agents, shall have any liability with respect to, and the Purchase Money Notes Guarantor hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by the Purchase Money Notes Guarantor in connection with, arising out of, or in any way related to, this Guaranty Agreement or any of the transactions contemplated hereby. The Purchase Money Notes Guarantor hereby waives, releases, and agrees not to sue the Holders or any of their respective affiliates, officers, directors, employees, attorneys, or agents for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this Guaranty Agreement or any of the transactions contemplated hereby.

Section 22. Waiver of Jury Trial. EACH OF THE PURCHASE MONEY NOTES GUARANTOR AND EACH HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS GUARANTY AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Section 23. Jurisdiction; Venue and Service.

(a) Each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC, a “**Non-FDIC Holder**”), on behalf of itself and its Affiliates, hereby irrevocably and unconditionally:

(i) consents to the jurisdiction of the United States District Court for the Southern District of New York and to the jurisdiction of the United States District Court for the District of Columbia for any suit, action or proceeding against it or any of its Affiliates commenced by the Purchase Money Notes Guarantor or any other Holder (if such other Holder is the FDIC; the Holder that is the FDIC, the “**FDIC Holder**”) arising out of, relating to, or in connection with this Guaranty Agreement or any Ancillary Document, and waives any right to:

- (A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the Purchase Money Notes Guarantor or the FDIC Holder files the suit, action or proceeding without the consent of the Purchase Money Notes Guarantor or the FDIC Holder, as applicable;
- (B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; or
- (C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.

(ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the Purchase Money Notes Guarantor or the FDIC Holder arising out of, relating to, or in connection with this Guaranty Agreement or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:

- (A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Holder, as applicable;
- (B) assert that venue is improper in the Supreme Court of the State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.

(iii) agrees to bring any suit, action or proceeding by any Non-FDIC Holder, or its Affiliates against the Purchase Money Notes Guarantor or the FDIC Holder arising out of, relating to, or in connection with this Agreement or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Holder, as applicable, and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the Purchase Money Notes Guarantor or the FDIC Holder, as applicable;

(iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within Section 23(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Holder, as applicable; and

(v) agrees that any final judgment entered against it in any suit, action or proceeding falling within Section 23(a) may be enforced in any court of competent jurisdiction.

(b) Each Non-FDIC Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within Section 23(a) may be enforced in any court of competent jurisdiction.

(c) Subject to the provisions of Section 23(d), each Holder, on behalf of itself and its Affiliates, and the Purchase Money Notes Guarantor hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 23(a) or Section 23(b) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Section 18 (with copies to such other Persons as specified therein); provided, however, that nothing contained in this Section 23(c) shall affect the right of any party to serve process in any other manner permitted by Law.

(d) Nothing in this Section 23 shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in Section 23(a)(iii) and Section 23(a)(iv), or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

Section 24. Counterparts; Facsimile Signature. This Guaranty Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement. This Guaranty Agreement and any amendments hereto, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Guaranty Agreement shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract, and each such person or entity forever waives any such defense.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to legally bound, have caused this Purchase Money Notes Guaranty Agreement to be duly executed.

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Purchase Money Notes Guarantor

By: _____

Name: Ralph Malami
Title: Attorney-in-Fact

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for various failed financial institutions listed on
Schedule 1 hereto

By: _____

Name: Ralph Malami
Title: Attorney-in-Fact

Schedule 1
List of Various Failed Financial Institutions

<u>Bank Name</u>	<u>City</u>	<u>State</u>	<u>Fund</u>	<u>Closing Date</u>
Silver State Bank	Henderson	NV	10013	September 5, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
Ocala National Bank	Ocala	FL	10032	January 30, 2009
First City Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
New Frontier Bank	Greeley	CO	10050	April 10, 2009
American Southern Bank	Kennesaw	GA	10053	April 24, 2009
First Bank of Beverly Hills	Calabasas	CA	10054	April 24, 2009
First Bank of Idaho	Ketchum	ID	10055	April 24, 2009
Michigan Heritage Bank	Farmington Hills	MI	10056	April 24, 2009
America West Bank	Layton	UT	10057	May 1, 2009
Citizens Community Bank	Ridgewood	NJ	10058	May 1, 2009
Silverton Bank	Atlanta	GA	10059	May 1, 2009
Westsound Bank	Bremerton	WA	10060	May 8, 2009
Bank of Lincolnwood	Lincolnwood	IL	10064	June 5, 2009
Community Bank of West Georgia	Villa Rica	GA	10068	June 26, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009
Community Bank of Nevada	Las Vegas	NV	10100	August 14, 2009
Community Bank of Arizona	Phoenix	AZ	10101	August 14, 2009
Union Bank	Chandler	AZ	10102	August 14, 2009
Corus Bank	Chicago	IL	10117	September 11, 2009
Silver State Bank	Henderson	NV	10013	July 11, 2008