Multibank Structured Transaction 2009-1 RES-ADC Execution Version

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT. THE INVESTMENT COMPANY ACT AN OTHER APPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION AND THE **IN**THE CUSTODIAL RESTRICTIONS ON SALE AND TRANSFER SET I REFERED TO IN THIS PURCHASE AND PAYING AGENCY AGREEMENT MONEY NOTE (THE "CUSTODIAL THE HOLDER HEREOF, BY ITS AC PTANCE THIS PURCHASE MONEY NOTE, FURTHER REPRESENTS WILL NOT REOFFER, RESELL, PEEDGE OTHERWISE TRANSFER THIS PURCHASE MONEY NOTE (OR A) SECURITIE COMPLIANCE WITH THE IE INVESTMENT COMPANY ACT AND ALL-OTHER ME ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE SUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN (A) TO X TRANSFEREE (1) THAT IS A "QUALIFIED PURCHASER* WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PLYCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (III) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION AND (V) AGREES TO PROVIDE NOTICE TO ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND (3) THAT IS A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED

INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "OUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND, IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR TAX PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACN PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND ACKESMENTS SAT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

TRANSFERABLE EXCEPT IN THIS PURCHASE MONEY NOTE AS ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE AGREEMENT. ANY SALSOR TRANSFER CUSTODIAL AND PAYING AGENCY WILL BE OF NO FORCE AND EFFECT, IN VIOLATION OF THE FOREGOINO WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSPER ANY RIGHTS TO THE TRANSPEREE, NOT WITH STANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE RANNING AGENT OR ANY INTERMEDIARY. EACH TRANSFERON OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSPER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSFEREE. IN ADDITION TO THE TOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE COMPEL ANY MONEY NOTE THAT IS A NON-REPORTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

PRINCIPAL OF THIS PURCHASE MONEY NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE PAYING AGENT.

EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) EITHER (A) IT IS

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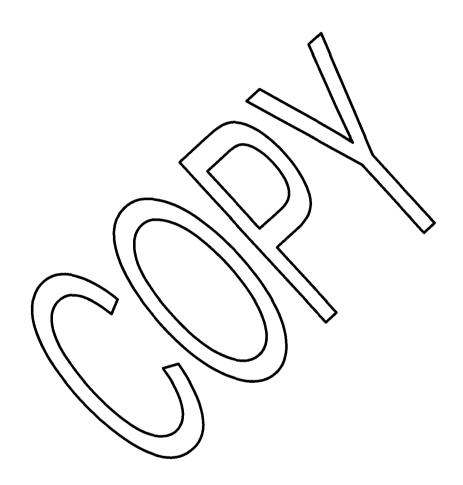
NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT TO ANY FOREIGN, FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS ACQUISITION, HOLDING (INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF RIGHTS HEREUNDER) AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A FOREIGN GOVERNMENTAL OR CHURCH PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR FOREIGN, FEDERAL, STATE OR LOCAL LAW).

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY PURCHASE MONEY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

FOR THE PURPOSES OF SECTIONS 1272 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE FEDERAL DEPOSIT INSURANCE CORPORATION AT 550 17TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE POIS WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

THE FAILURE TO PROVIDE THE ISSUER, THE CUSTODIAN OR THE PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

INTERESTS IN THIS GLOBAL NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$500,000 AND INTEGRAL MULTIPLES OF U.S.\$1 IN EXCESS THEREOF.



PURCHASE MONEY NOTE

Certificate No.:

NT CL A-1 144A

ISIN No.: CUSIP No.:

\$110,698,466.00

February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "Issuer"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$110,698,466.00 (One Hundred Ten Million Six Hundred Ninety-Eight Thousand Four Hundred Sixty-Six and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2012 (the "Maturity Date") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

Note is payable in such con occurrency of The principal of this Purchase Money Note is payable in such com of currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated at of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchase Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Farga Bank, N.A. (as amended, supplemented or restated from time to time and including any substantially similar agreement entered into by Issuer and any new of successor cus odian and paying agent, the "Custodial and Paying Agency Agreement This Purchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

This Purchase Money Note may not be prepaid, in whole or in part, without the prior written consent of the Purchase Money Notes Guarantor. Any amount repaid or prepaid pursuant to this Purchase Money Note may not be reborrowed.

The Holder, by acceptance of this Purchase Money Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the rights of the Issuer pursuant to the Custodial and Paying Agency Agreement or any Ancillary

Documents or under any certificate or other writing delivered in connection therewith, against the Paying Agent or the Servicer or any of their Affiliates.

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesotal If any payment of principal of, or any other amount owed by the Issuer pursuant to, this furchase Money Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set fouth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the Accounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is a registered note and may be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issuer of the requested transfer) of this Purchase Money Note for registration and transfer, duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its atterney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transfered the Paying Agent shall promptly register the transfer, record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon registration of the transfer by the Paying Agent. Prior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a transferee of this Purchase Money Note that a new Purchase Money Note be issued or upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of this Purchase Money Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it, or (b) in the case of a request by a transferee that a new Purchase Money Note be issued or in the case of mutilation, upon surrender and cancellation of the Purchase Money Note, within two Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Paying Agent, the Servicer and any agent of any of the foregoing, may treat the Person in whose name this Purchase Money Note is registered as the owner and

Holder hereof for all purposes, and none of the foregoing shall be affected by notice to the contrary.

The occurrence or continuance of any one or more of the following events, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of Law or otherwise, shall constitute an "<u>Event of Default</u>" pursuant to this Purchase Money Note:

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment or the benefit of creditors; (ii) (b) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver of liquidator of the Issuer or of all or any substantial part of the Issuer's properties, (vi) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (1) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due; or (viii) at least sky 60 days have passed following the commencement of any proceeding against the Asuer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, and such proceeding has not been dismissed, of at least sixty (60) days have passed following the appointment of a trustee, redeiver or liquidator for the Issuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (69) days have passed following the expiration of the stay if such appointment has no been vacated.

Upon the occurrence of an Evert of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the Issuer, declare this Purchase Money Note to be immediately due and payable, together with any other amounts owed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, the unpaid principal amount of this Purchase Money Note and any other amounts owed by the Issuer pursuant to this Purchase Money Note, shall forthwith become immediately due and payable without the necessity of any presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Issuer. If an Event of Default specified in paragraph (b) above occurs, this Purchase Money Note shall forthwith automatically become immediately due and payable, both as to principal and as to any other amounts owed by the Issuer pursuant to this Purchase Money Note, without any

action on the part of the Holder and without the consent of the Purchase Money Notes Guarantor.

If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holder pursuant to or in connection with the Purchase Money Notes Guaranty, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holder with respect to any claim to which such payment relates to the extent of such payment, and the Holder, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes Guarantor any and all claims it may have against the Issuer or others and for which the Holder receives payment from the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guaranty. Upon the request of the Purchase Money Notes Guarantor, the Holder shall execute written assignments of such claims.

The Issuer shall pay to the Holder hereof such additional amounts as shall be sufficient to pay the Holder's actual and reasonable costs and expenses of collection, including without limitation reasonable attorneys' fees.

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth helein the rights and remedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Furchase Money Note are absolute and unconditional and shall not be affected by any circumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agen to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment on other right that the Issuer may have against the Holder hereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note 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 (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered

by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) 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 pursuant to this Purchase Money Note.

If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC

700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

E-Mail Address: Thekla.Salzman@rialtocapital.com

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LP

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 331315340

Attention: Alan Axerod

E-Mail Address: AAxelrod@bilzin.com

and if to the Holder hereof, to:

Manager, Capital Markets & Resolutions

c/o Federal Deposit Insurance Corporation

550 17th Street N.W.

Com E-7014

Washington, D. C. 20429-0002

Attention: Ralph Malami

EMail Address: RMalami@fdio.gov

with copies to

Senior Sounsel

FDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

In case any one or more of the provisions hereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Purchase Money Note shall bind the Issuer and the successors of the Issuer, and the term "Issuer" herein shall include the successors of the Issuer.

The terms of this Purchase Money Note may be amended from time to time only by the written agreement of the Issuer and the Holder, subject in all instances to the terms of the Purchase Money Notes Guaranty.

In any case in which consent of the Holder is required pursuant to the terms of this Purchase Money Note, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note 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 Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Folder is not the FDIC; any Holder that is not the FDIC a "Non-FDIC Nolder"), on behalf of itself and its Affiliates, 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 any Holder (If such Holder is the FDIC; the Holder that is the FDIC, the FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder files the suit, action of proceeding without the consent of the FDIC Holder;
- (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 o Columbia; of
- (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 FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder;
- (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 the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder, 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 FDIC Holder; and
- (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 paragraph (a)(iii) above, 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 FDIC Holder.
- (b) Each of the Issuer and each Non-FIME 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 <u>paragraph (a)</u> above may be enforced in any court of computent jurisdiction.
- (c) Subject to the plovisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph</u> (a) or <u>paragraph</u> (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph</u> (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, 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.

EACH OF THE ISSUER AND THE 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 PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Interests in this Global Note may be exchanged for a beneficial interest in the corresponding Temporary Regulation S Global Note or Regulation S Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forth in the Custodial and Paying Agency Agreement.

This Global Note is subject to mandatory exchange for the corresponding Certificated Notes under the limited circumstances set forth in the Custodial and Paying Agency Agreement.

Upon redemption, repayment, exchange of or increase in any interest represented by this Global Note, this Global Note shall be endorsed on Schedule A hereto to reflect the reduction of or increase in the principal amount evidenced hereby.

Title to Purchase Money Notes shall pass by registration in the Purchase Money Notes Register kept by the Purchase Money Notes Registrar, which initially shall be the Paying Agent.

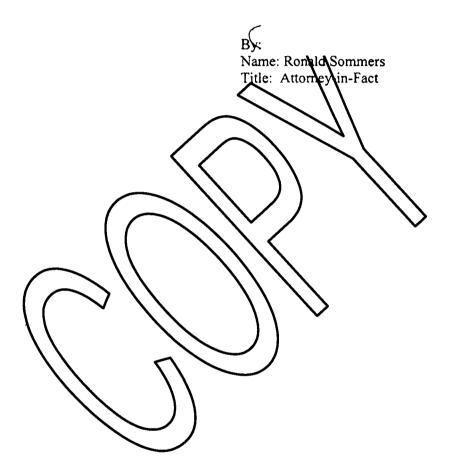
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Initial Member as of the date first shown above.

Multibank 2009-1 RES-ADC Venture, LLC

By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



[Signature Page to Global Purchase Money Note Rule 144A (Class A-1)]

SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

The following exchanges, redemptions, repayments of or increase in the whole or a part of the Purchase Money Notes represented by this Global Note have been made:

Original principal amount of this Global Note	Part of principal amount of this Global Note exchanged/redeemed/ repaid/increased	Remaining Principal amount of this Global Note following such exchange/redemption/ repayment/increase	Notation made by or on behalf of the Issuer
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2/			
	amount of this	Original principal amount of this dlobal Note exchanged/redeemed/	Original principal amount of amount of this Global Note amount of this Global Note following such exchanged/redeemed/

SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State F	<u>und</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA	10018	October 24, 2008
Freedom Bank	Bradenton	AL.	10019	October 31, 2008
Security Pacific Bank	Los Angeles	cA\	10020	November 7, 2008
Franklin Bank, SSB	Houston	TX\\	10021	November 7, 2008
The Community Bank	Loganville	pd 1.	10022	November 21, 2008
First Georgia Community Bank	ackson	DV 1	0025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10056	December 12, 2008
Haven Trust Bank	Quluth	GA .	10027	Pecember 12, 2008
Bank of Clark County	Vancouver	ψA	10029	Vanuary 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Sak Lake City	UT	10031	January 30, 2009
Ocala National Bank	Ocala	FL	10032	January 30, 2009
FirstBank Financial Services	McDondugh	GA	10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Cora	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009
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THE DEPOSITORY TRUST COMPANY (DTC) ELIGIBILITY QUESTIONNAIRE DTC is a subsidiary of The Depository Trust & Clearing Corporation

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusip numbers, interest rates, and final maturities at least seven business days prior to the closing date.

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact Phone
Please indicate whether or not the issue is a "security" as such term is defined in Article 8 of the New York Uniform Commercial Code	
Yes No	Paying Agent Name
Please indicate whether or not the issuer is a United Kringdom entity	Paying Agent Contact Phone
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	<u> </u>
Issuer relying on Section 3 C(7) of the '40 Act	Remarketing Agent Varie
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agentiname
Multibank 2009-1 RES-AIX: VENTURE LLC	
	Ninder Agent Contact Phone
State of Incorporation or State of Municipality	INDERWITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering (mt FAGIBULATY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2 2 2 10	Will the Securities be (check one.)
ls this a book-entry-only issua (with no certificates available to	Elizable as FAST (Fast Automated Security Transfer) issue?
investors)2 Yes No	Yes If Yes, FAST #
klf yes, a Letter of Representation is required)	No No
Does this issue contain a put/tender feature Yes No	If no, provide the date the securities will be delivered to DTC
(If yes, a Letter of Representations for role-book-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL.	Contact name
	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Vito Cassano 201-499-2051 Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing
DTC Participant account number to be credited at the time of	For additional information, please contact DTC's Interface Underwriting Department at the numbers provided
closing:	interface content ording exchangement at the numbers provided
If lead underwriter is not a DTC Particpant, please provide	X I nderwriter
clearing DTC Participant information.	Financial Addisor
Clearing DTC Participant	Clearing DTC Participant
	BY
Contact Phone	Authorized Officer's Signature

^{*}For non-investment grade Rule 144A issues, PORTAL approval is required. Contact NASD at (202)728-8479

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public
	0.00%	2/25/2012	0	T	·
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	T	
_	0.00%	2/25/2014	0	T	
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		++-+			
C-Capital Appreciation					

DTC Underwriting Department Phone Numbers:

Issue Eligibility: Municipal (212)855-3704

Fax (212)855-3726/28

Underwriting Processing:

(212)855-3752/53/54/55

Fax (212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax (212)855-8703/8707

Authorization for Closing:

Closing (212)855-3752 53 54 55

Fax (212)855-3607

Department Managers:

(212)855-3793.3733

Fax (212)855-3726-3728

The Depository Trust Company 55 Water Street, 28th Floor

Underwriting Dept

DTC Mailing Addresses:

Attention Eligibility Department

New York, NY 10041-0099

Delivery of Securities to DTC

Attent Interface/Underwriting Dept

The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understanding with respe ct to all issues (th curities") that Issuer shall request to be made eligible for deposit by The Dipository Trust C umbany ("DTC"). Issuer is: (Note: Issuer shall represent one and cross out the other.) Delaware -fineorporated in formed under the laws of ble for deposit at DTC, and to act in ot the Securities respect to the S ectrities. Issuer represents to DTC that issuer accordance with DTC with the requirement cated in DTC's Operational Arrangements, as they may be will comply amended from lime to time ery tody yours. Multibank 2009-1 RES-ADC Venture, 14.C by Federal Deposit Insurance Corporation as Note: Schedule A contain statements that DTC believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions. of effecting book-entry b ansiers of securities as Sole Member and Manager distributed through DTC, and a 80 matters. (Authorized Officer's Signature) Received and Accepted THE DEPOSITORY TRUST COMPANY Print Name) c o alederal Deposit insurance clarporation 550 E^{-m} Street, NW (Room 5-7074) Wish naton, D.C. 2: 429- and States all control (202) 898-3713 Phone Number The Depository Trust & Clearing Corporation RMalami d fdie gev Friman Addres su

(To Blanket Issuer Letter of Representations)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

Prepared by DTC--bracketed material may be appricable only to certain issues).

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities deposited limited-p se trust company organized under the New York Banking Law, a "banking organization" with meaning the New York Banking Law, a member of the Federal Reserve System, a "clearing corpor reasing of the New York Uniform isions of Section 17A of the Securities Commercial Code, and a "clearing agency" registered purs the pro Exchange Act of 1934. DTC holds and provides asso over 3.5 miliot issues of U.S. and non-U.S. (from over 100 countries) that equity issues, corporate and municipal debt issues and money i et instruments DTC's participants ("Direct Participants") depos wh DIC. DTC o facilitates the post-trade settlement among securities, through electronic computerized Direct Participants of sales and other securities trans ethens in depos lted book-entry transfers and pledgey between Direct Partier s. This eliminates the need for physical count oth U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates Parti upant dealers, banks, trust companies aring corporation. certain subsidiary of The Depository T & Clearing Corpora (C"). DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ng Corporation, all of which are registered ubsidiaries. Access to the DTC system is also clearing agencies by the users of its r s own d brokers and dealers, banks, trust companies, and available to others such ind non-U.S. secui ationship with a Direct Participant, either directly highest loging: AAA. The DTC Rules applicable clearing corporatio maintain a custodi that clear through or indirectly (" ect Participants"). DTC is Standard & Po ndi to its Participar e on file with the Sect and Exchange orimission. More information about DTC can be found at www.dicc.com and www.dtc.org
- 3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a condition the Securities on OTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owners") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the pooks of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6] Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.³
- Neither DTC nor Cede & Co. (nor any other DTC commes) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's LMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting hights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing uttached to the Omnibus Proxy).
- Redemption proceeds, distributions, Aments on the Securities U be made to Cede idend es practice is to & Co., or such other nominee as zed representative of DTC. unds and corresponding detail information from Issaer credit Direct Participants' accounts pon DTC or Agent, on payable date in ac lance with their dings shown on DTC's records. Payments by Participants to Beneficial Owner be governed by ctions and customary practices, as is the case registered in "street name," and will be the with securities he if customers in be : accol such Participant not of DTC, Ago responsibility subject to any statutory or regulatory redemption proceeds, distributions, and dividend requirements a to time. Paymer ted by an authorized representative of DTC) is payments to C & Co. (or such other ince as may be re the responsibil of Issuer or Agent, sement of su ayments to Direct Participants will be the responsibility of payments to Beneficial Owners will be the responsibility of ... and disbursement of Direct and Indirect ucipants.
- [9.—A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry crafting of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 40. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a saccessor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Rule 144A Securities to be included in DTC Letter of Representations

Name of Issuer and Co-I	ssuer(s), if applicable
Purchase Money	Note due 2012
Security Description including	series designation, if applicable
(USIP number(s)	of the securities tration in the number of DTC's nominee, Cede & Co., the
recurities were Legally or Contractually Restricted Securecurities Act of 1933, as amended (the "Securities Act"), that was different from any CUSIP or CINS identification were not Legally or Contractually Restricted Securities, lumber is obtained for all unrestricted securities of the dentification number assigned to a Legally of Contractual romptly in the event that it is unable to do so. Issuer reputermation requirements of Rule 144A.	rives." eligible for transfer under Rule 144A under the had identified by ACVSIP or CINS identification number number assigned to any securities of the same class that issuer shall ensure quana CUSIP or CINS identification same alass that is different from any CUSIP or CINS by Restricted Security of such class, and shall notify DTC
2. Issuer and Agent ² acknowledge that, so long as to, shall be entitled to all applicable voting rights and respect thereto. Issuer and Agent acknowledge that DTC ecurities credited to its DTC accounts as entitled to the miting the generality of the preceding sentence. Issuer and aving Securities credited to its DTC accounts as entitle espect of the Securities, and refreceive from DTC certific nat DTC does not lin any way undertake to, and shall nompitance of any transactions in the Securities with a xemptions from registration under the Securities with a ferring documents. Very truly yet teceived and Accepted	cell tenders of ownership of such Securities. Without Agent acknowledge that DTC shall treat any Participant A to receive distributions (and voting rights, if any) in airs evidencing Securities. Issuer and Agent recognize of have any responsibility to, monitor or ascertain the my of the provisions: (a) of Rule 144A; (b) of other any other state or federal securities laws; or (c) of the Multibank 2009-1 RES-ADC Venture, LLC
THE DEPOSITORY TRUST COMMANY	By: Authorized Officer's Signature FUNALD SCHMERS 2/9 Print Name & Date

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The Depository Trust & Clearing Corporation

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT ALL OTHE R APPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERE N THIS PURCHASE MONEY NOTE (THE "CUSTODIAL THE HOLDER HEREOF, BY ITS A NOTE, FURTHER REPRESENTS AND AGRESTHAT IT ACR WILL NOT REOFFER, RESELL. PURCHASE MONEY NOTE (OR A) HEREIN) EXCEPT IN COMPLIANCE WITH THE SECURITI E INVESTMENT COMPANY ACT AND ALL-OTHER MPPLICABLE LA ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATION AND OTHER REQUIREMENTS SPECIFIED IN THE AGENCY AGREEMENT REFERRED TO HEREIN (A) E (1) THAT IS A "OUALIFIED PURCHASER* WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PLYCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (III) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION AND (V) AGREES TO PROVIDE NOTICE TO ANY SUBSEOUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND (3) THAT IS A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED

INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND. IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR TAX PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH AURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND ACKESMENTS SIT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

THIS PURCHASE MONEY NOTE TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE AGREEMEN CUSTODIAL AND PAYING AGENCY T. ANY SALE OR TRANSFER WILL BE OF NO FORCE AND EFFECT, IN VIOLATION OF THE FOREGOINO WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSPEREE, NOT WITH STANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE NNG AGENT OR ANY INTERMEDIARY, EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSPER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSPEREE. IN ADDITION TO THE TOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-RERMSTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

PRINCIPAL OF THIS PURCHASE MONEY NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INOUIRY OF THE PAYING AGENT.

EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) EITHER (A) IT IS

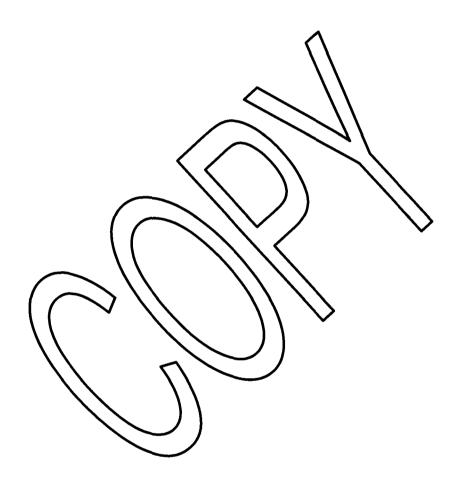
NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT TO ANY FOREIGN, FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS ACQUISITION, HOLDING (INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF RIGHTS HEREUNDER) AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A FOREIGN, GOVERNMENTAL OR CHURCH PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR FOREIGN, FEDERAL, STATE OR LOCAL LAW).

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY PURCHASE MONEY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DIC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

FOR THE PURPOSES OF SECTIONS 1272 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE REPERAL DEPOSIT INSURANCE CORPORATION AT 550 17TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE POIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

THE FAILURE TO PROVIDE THE ISSUER, THE CUSTODIAN OR THE PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

INTERESTS IN THIS GLOBAL NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$500,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.



PURCHASE MONEY NOTE

Certificate No.:

NT CL A-2 144A

ISIN No.: CUSIP No.:

\$221,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "Issuer"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$221,000,000.00 (Two Hundred Twenty-One Million and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2013 (the "Maturity Nate") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Money lote is parable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of Kebruary 9, 2010 by and among the Issuer, the federal Deposit Incurance Corporation in any capacity, the "FDIC"), in its corporate capacity, as the guaranto of the Purchase Money Notes, the FDIC, as receiver for various hilled financial institutions listed on Schedule B hereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agant pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Farge Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuer and any new or successor cus odian and paying agent, the "Custodial and Paying Agency Agreemen This Purchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

This Purchase Money Note may not be prepaid, in whole or in part, without the prior written consent of the Purchase Money Notes Guarantor. Any amount repaid or prepaid pursuant to this Purchase Money Note may not be reborrowed.

The Holder, by acceptance of this Purchase Money Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the rights of the Issuer pursuant to the Custodial and Paying Agency Agreement or any Ancillary

Documents or under any certificate or other writing delivered in connection therewith, against the Paying Agent or the Servicer or any of their Affiliates.

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesotac of any payment of principal of, or any other amount owed by the Issuer pursuant to, this furchase Money Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set fouth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the Accounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is a registered note and may be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issuer of the requested transfer) of this Purchase Money Note for registration and transfer, duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its attorney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferre, the Paying Agent shall promptly register the transfer, record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon registration of the transfer by the Paying Agent. Frior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a transferee of this Purchase Money Note that a new Purchase Money Note be issued or upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of this Purchase Money Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it, or (b) in the case of a request by a transferee that a new Purchase Money Note be issued or in the case of mutilation, upon surrender and cancellation of the Purchase Money Note, within two Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Paying Agent, the Servicer and any agent of any of the foregoing, may treat the Person in whose name this Purchase Money Note is registered as the owner and Holder hereof for all purposes, and none of the foregoing shall be affected by notice to the contrary.

The occurrence or continuance of any one or more of the following events, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of Law or otherwise, shall constitute an "**Event of Default**" pursuant to this Purchase Money Note:

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- (b) the Issuer (i) makes an assignment or the benefit of creditors; (ii) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver of liquidator of the Issuer or of all or any substantial part of the Issuer's properties (vi) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (1) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business 60 days have passed following the Days) as they become due; or (viii) at least sixty commencement of any proceeding against the Asuer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, and such proceeding has not been dismissed, of at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Issuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (69) days have passed following the expiration of the stay if such appointment has not been vacated.

Upon the occurrence of an Evert of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the Issuer, declare this Purchase Money Note to be immediately due and payable, together with any other amounts owed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, the unpaid principal amount of this Purchase Money Note and any other amounts owed by the Issuer pursuant to this Purchase Money Note, shall forthwith become immediately due and payable without the necessity of any presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Issuer. If an Event of Default specified in paragraph (b) above occurs, this Purchase Money Note shall forthwith automatically become immediately due and payable, both as to principal and as to any other amounts owed by the Issuer pursuant to this Purchase Money Note, without any

action on the part of the Holder and without the consent of the Purchase Money Notes Guarantor.

If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holder pursuant to or in connection with the Purchase Money Notes Guaranty, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holder with respect to any claim to which such payment relates to the extent of such payment, and the Holder, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes Guarantor any and all claims it may have against the Issuer or others and for which the Holder receives payment from the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guaranty. Upon the request of the Purchase Money Notes Guarantor, the Holder shall execute written assignments of such claims.

The Issuer shall pay to the Holder hereof such additional amounts as shall be sufficient to pay the Holder's actual and reasonable costs and expenses of collection, including without limitation reasonable attorneys' fees.

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth helein the rights and renedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Purchase Money Note are absolute and unconditional and shall not be affected by any circumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agen to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment on other right that the Issuer may have against the Holder hereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note 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 (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered

by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) 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 pursuant to this Purchase Money Note.

If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC

700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

E-Mail Address: Thekla.Salzman@rialtocapital.com

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LP

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 33131 5340

Attention: Alan Axerod

E-Mail Address: AAxelrod@bilzin.com

and if to the Holder hereof, to

Manager, Capital Markets & Resolutions

c/o Federal Deposit Insurance Corporation

550 17th Street N.W.

200m F-2014

Washington, D. 30429-0002

Attention: Ralph Malami

E Mail Address: RMalami@fdio.gov

with copies to

Senior Counsel

FDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

In case any one or more of the provisions hereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Purchase Money Note shall bind the Issuer and the successors of the Issuer, and the term "Issuer" herein shall include the successors of the Issuer.

The terms of this Purchase Money Note may be amended from time to time only by the written agreement of the Issuer and the Holder, subject in all instances to the terms of the Purchase Money Notes Guaranty.

In any case in which consent of the Holder is required pursuant to the terms of this Purchase Money Note, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note 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 Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC a "Non-FDIC Nolder"), on behalf of itself and its Affiliates, 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 Affliates commerced by any Holder (A such Holder is the FDIC; the Holder that is the FDIC, the "FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder files the suit, action of proceeding without the consent of the FDIC Holder;
- (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 o Columbia; of
- (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 FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder;
- (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 the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder, 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 FDIC Holder; and
- (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 paragraph (a)(iii) above, 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 transfel such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-FNIC 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 paragraph (a) above may be enforced in any court of computent jurisdiction.
- (c) Subject to the provisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph</u> (a) or <u>paragraph</u> (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph</u> (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, 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.

EACH OF THE ISSUER AND THE 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 PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Interests in this Global Note may be exchanged for a beneficial interest in the corresponding Temporary Regulation S Global Note or Regulation S Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forth in the Custodial and Paying Agency Agreement.

This Global Note is subject to mandatory exchange for the corresponding Certificated Notes under the limited circumstances set forth in the Custodial and Paying Agency Agreement.

Upon redemption, repayment, exchange of or increase in any interest represented by this Global Note, this Global Note shall be endorsed on Schedule A hereto to reflect the reduction of or increase in the principal amount evidenced hereby.

Title to Purchase Money Notes shall pass by registration in the Purchase Money Notes Register kept by the Purchase Money Notes Registrar, which initially shall be the Paying Agent.

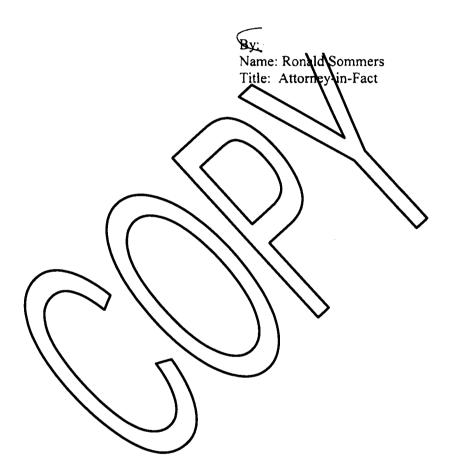
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Initial Member as of the date first shown above.

Multibank 2009-1 RES-ADC Venture, LLC

By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member

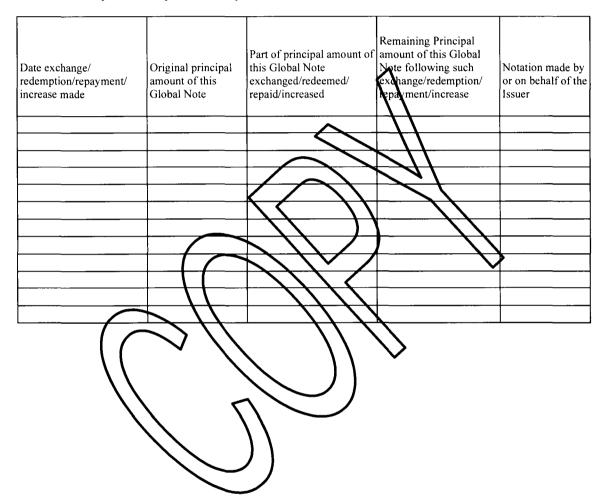


[Signature Page to Global Purchase Money Note Rule 144A (Class A-2)]

SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

The following exchanges, redemptions, repayments of or increase in the whole or a part of the Purchase Money Notes represented by this Global Note have been made:



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State Fund	Closing Date
Columbian Bank and Trust	Topeka	KS 1001	August 22, 2008
Integrity Bank	Alpharetta	GA 10012	2 August 29, 2008
Silver State Bank	Henderson	NV 10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	\ GA 10018	3 October 24, 2008
Freedom Bank	Bradenton	L 10019	October 31, 2008
Security Pacific Bank	Los Angeles	Ch 10020	November 7, 2008
Franklin Bank, SSB	Houston	1002	November 7, 2008
The Community Bank	Loganville	G 10022	November 21, 2008
First Georgia Community Bank	lackson	GA 1002:	5 December 5, 2008
Sanderson State Bank	Sanderson	TX 1002	5 December 12, 2008
Haven Trust Bank	Quluth	GA 1802	December 12, 2008
Bank of Clark County	Vancouver	WA 1002	January 16, 2009
1 st Centennial Bank	Redlands	CA 10030	January 23, 2009
MagnetBank	San Lake City	UT 1003	January 30, 2009
Ocala National Bank	Ocala	FL 10032	2 January 30, 2009
FirstBank Financial Services	McDondugh	A 1003	6 February 6, 2009
Cornbett Bank and Trust	Pittsfield	IL 1003	7 February 13, 2009
Riverside Bank of the Gulf Coast	Cape Coral	FL 1003	February 13, 2009
Silver Falls Bank	Silverton	OR 1004	February 20, 2009
FirstCity Bank	Stockbridge	GA 1004′	7 March 20, 2009
Omni National Rank	Atlanta	GA 10048	8 March 27, 2009
Integrity Bank	Jupiter	FL 1009:	5 July 31, 2009

THE DEPOSITORY TRUST COMPANY (DTC) ELIGIBILITY QUESTIONNAIRE DTC is a subsidiary of The Depository Trust & Clearing Corporation

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusip numbers, interest rates, and final maturities at least seven business days prior to the closing date.

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact i'hone
Please indicate whether or not the issue is a "security" as such term is defined in Article 8 of the New York Uniform Commercial Code	
Yes No	Paying Agent Name
Please indicate whether or not the issuer is a United Kingdom entity Yes No	Paying Agent Contact Phone
(Please check one)	Bond Counsel
Registered with SEC	
■ Eligible for resale under rule 144A of the 33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	\wedge
Issuer relying on Section 3.0(7) of the 40 Act	Remarketing Agent Varie
Inxempt under Rule 3(a)(2) of the '33 Act	
fexempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agentiname
Multibank 2009-1 RES-ADC VENTURE LLC	
	Tender Agent Contact Phone
<u> </u>	
State of Incorporation or State of Municipality	INDERWITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering amt: PUGIBILITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 273/10	Will the Securities be (check one)
ls this a book-entry-only issud(with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
(If yes, a Letter of Representation is required)	Yes #Yes, FAST #
Does this issue contain a put/tender feature. Yes No	If no, provide the date the securities will be delivered to DTC
elf yes, a Letter of Representations for non-book-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name
Lead Underwriter	Phone
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing For additional information, please contact DTCs
DTC Participant account number to be credited at the time of	Interface Underwriting Department at the numbers provided
closing:	
If lead underwriter is not a DTC Particpant, please provide	N Underwriter
clearing DTC Participant information.	Financial Advisor
Clearing DTC Participant	Clearing DTC Participant
15	BY
Fontact Phone	Authorized Officer's Signature

^{*}For non-investment grade Rule 144A issues, PORTAL approval is required. Contact NASD at (202)728-8479

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	T	
	0.00%	2/25/2014	0	T	
					
			11 /		
		4	\		
		<u> </u>			
		<u> </u>	1177		
	//				
C=Capital Appreciatio	n, P=Put, S= Serial, T=	=Term			

DTC Underwriting Department Phone Numbers:

Issue Eligibility:	
Municipal	(212)855-3704
Fax	(212)855-3726/28
Underwriting Processing:	

(212)855-3752/53/54/55

Fax (212)855-3607

Interface/Underwriting:

Fax

(212)855-8820/8821 (212)855-8703/8707

Authorization for Closing:

Closing (212)855-3752-53-54-55 Fax (212)855-3607

Department Managers:

Fax

(212)855-3793/3733 (212)855-3726/3728

Delivery of Securities to DTC

DTC Mailing Addresses:

Attention: Eligibility Department

The Depository Trust Company

55 Water Street, 28th Floor

New York, NY 10041-0099

Underwriting Dept

Attent Interface/Underwriting Dept
The Depository Trust Company
55 Water Street; ISL - (Underwriting Securities)
New York, NY 10041-0099

The Depository Trust Company A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and	Co-Issuer(s), if applicable)
	February 9, 2010
	(Date)
Attention: Underwriting Department	\\
The Depository Trust Company	\sim 11
55 Water Street, 1SL	
New York, NY 10041-0099	
Ladies and Gentlemen:	
This letter sets forth our understanding	with respect to all issues (the "Securities") that
Issuer shall request to be made eligible for de	posit by The Dipository Trust Cumpany ("DTC").
Issuer is: (Note: Issuer shall represent one and	cross out the other.)
{incorporated in} [formed under the laws of]	Delaware
accordance with DTC's Rules with respect to	ties as eligible for deposit at DTC, and to act in the Sectrities. Issuer represents to DTC that issuer DTC's Operational Arrangements, as they may be ery truly yours.
Note.	Multibank 2009-1 RES-ADC Venture, 14.0
Schedule A containt statements that DTC believes accurately describe DTC, the method	By Federal Deposit Insurance Corporation as
of effecting book-entry transfers of securities	Receiver for Various Failed Financial Institutions, as Sole Member and Manager
distributed through DTC, and certain related	<u> </u>
matters.	Bo (Authorized Orficer's Signature)
Received and Accepted	
THE DEPOSITORY TRUST COMPANY	(Print Name)
	Coliferera, Deposit Insurance Corporation 586 ITM Street, NW (Room p-7014) Wostington, D.C. (5/429-0002)
(13)	State) Vecumina / Zigo site
DTCC.	(202) 898-3713
The Connectors Fruit 8	Phone Nutr ben
The Depository Trust & Clearing Corporation	RMalami a tárc gy v
	Promise Nadreno.

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

Prepared by DTC--bracketed material may be applicable only to certain issues)

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [It', however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- limited-p DTC, the world's largest securities deposited se trust company organized under the New York Banking Law, a "banking organization" with of the New York Banking Law, a nicaning member of the Federal Reserve System, a "clearing corpor earing of the New York Uniform Commercial Code, and a "clearing agency" regis Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asso cultion issues of U.S. and non-U.S. over 3 (from over 100 countries) that equity issues, corporate and municipal debt issues, and money i instrument: DTC's participants ("Direct Participants") depos wh DIC. DIC facilitates the pose-trade settlement among securities trans securities, through electronic computerized Direct Participants of sales and other ns in depos book-entry transfers and pledges between Direct Pa This eliminates the need for physical out U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates dealers, banks, trust companie uring corporation. certain subsidiary of The Depository T & Clearing Corporal [C"). DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ng Corporation, all of which are registered fiaries. Access to the DTC system is also d'earing agencie v the users of its i s own available to others. nd non-U.S. secur and dealers, banks, trust companies, and ationship with a Direct Participant, either directly highest string: AAA. The DTC Rules applicable clearing corporation maintain a custodil or indirectly ("Indirect Participants"). DTC s Standard & Po to its Participar e on file with the Sect and Exchange imission. More information about DTC can be found at www.dee.com and www.dtc.org
- Purk the DTC system must be made by or through Direct Participants. of Securities under which will receive a 3 for the Securities DTC's records. The ownership interest of each actual purchaser of each Security ("Benefic wner") is in ti o be recorded on the Direct and Indirect Participants' records. give written confirmation from DTC of their purchase. Beneficial Owners are, Beneficial Owners will no however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- S. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor any other DTC commer) villaconsent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's AMI Procedures. Under its asual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing utashed to the Omnibus Proxy).
- will be made to Cede. Redemption proceeds, distributions, a payments on the Securitie QTS's practice is to & Co., or such other nominee at zed representative of DTC. funds and corresponding detail information from Issuer credit Direct Participants' accounts. pon DTC hadings shown on DTC's records. Payments by or Agent, on payable date in adcordance with their Participants to Beneficial Owner I be governed by ctions and customary practices, as is the case with securities he of customers in bea registered in "street name," and will be the accor Issier, subject to any statutory or regulatory responsibility not of DTC, Ago such edemption proceeds, distributions, and dividend requirements e to time. Paymer ted by an authorized representative of DTC) is payments to C & Co. (or such other ince as may be re ayments to Direct Participants will be the the responsibil of Issuer or Agent, gsement of supayments to responsibility of , and disbursement of Beneficial Owners will be the responsibility of Direct and Indirect aicipants.
- [9. A Benefical Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the awnership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry of solit of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Rule 144A Securities to be included in DTC Letter of Representations

Multibank 2009-1 RES-ADC Venture, LLC	
Name of Issuer and Co-Issuer(s), if applicable	
Purchase Money Note due 2013	
Security Description including series designation, if applicable	
CUSIP number(s) of the securities	
1. Issuer represents that at the time of initial registration is the num of DTC's nominee, Cede & Securities were Legally or Contractually Restricted Securities (eligible by cassifer under Rule 144A to Securities Act of 1933, as amended (the "Securities Act"), and identified by a COSIP or CINS identification that was different from any CUSIP or CINS identification number assigned to any securities of the same awere not Legally or Contractually Restricted Securities. Issues shall esquire spath a CUSIP or CINS identification number is obtained for all unrestricted securities of the same can be stated as a different from any CUSIP or CINS identification number assigned to a Legally obtonic field. Issues that he different from any CUSIP identification number assigned to a Legally obtonic field. Shall reserve the different from any CUSIP identification number assigned to a Legally obtonic field. 2. Issuer and Agent acknowledge that, Shall reserve the full amount of all distributions paya respect thereto. Issuer and Agent acknowledge that DC shall heat any DTC Participant ("Participant" Securities credited to its DTC actoopts as entitled to be full baselts of ownership of such Securities. Immiting the generality of the preceding entence. Issuer and Agent acknowledge that DTC shall treat any Pahaving Securities for the Securities to DTC accounts as entitled to be full baselts of ownership of such Securities. Interspect of the Securities to and a recensary from DTC certificates entenches securities. Issuer and Agent rethat DTC does both any way undertake to and shall not frow any responsibility to, monitor or asce compliance of any transactions in the Securities with any of the provisions. (a) of Rule 144A. (b) exemptions from regularation under the Securities with any of the provisions. (a) of Rule 144A. (b) exemptions from regularation under the Securities with any of the provisions. (a) of Rule 144A. (b) exemptions from regularation under the Securities are reduced as solvential assole Member and Manager. **Number	inder the number class that diffication or CINS tify DTC opticable. Cede & ble with having Without rticipant it any in ecognize rtain the of other c) of the



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Multibank Structured Transaction 2009-1 RES-ADC Execution Version

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION. AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940. AS AMENDED (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT ALL OTHE PPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO N THIS PURCHASE MONEY NOTE (THE "CUSTODIAL THE HOLDER HEREOF, BY ITS AC CHASE MONEY NOTE, FURTHER REPRESENTS ACN AND AGREENTHAT IT WILL NOT REOFFER, RESELL, PLEDGE PURCHASE MONEY NOTE (OR A) HEREIN) EXCEPT ÎN COMPLIANCE WITH THE SECURITI E INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LA ANY JURISDICTION AND IN AND OTHER REQUIREMENTS ACCORDANCE WITH THE CERTIFICATION SPECIFIED IN THE CUSTODIA AND PAY AGENCY AGREEMENT TRANSFEREE (1) THAT IS A "QUALIFIED PURCHASBR* WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (III) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION AND (V) AGREES TO PROVIDE NOTICE TO ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND (3) THAT IS A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED

INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "OUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND, IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR TAX PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WAIL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND ACKESMENTS SITT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

TRANSFERABLE EXCEPT IN THIS PURCHASE MONEY NOTE IS NOT ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE AGREEMENT. ANY SALSOR TRANSFER CUSTODIAL AND PAYING AGEN IN VIOLATION OF THE FORECOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSPER ANY RIGHTS TO THE TRANSPEREE, NOT WITH STANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE UNG AGENT OR ANY INTERMEDIARY, EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSPER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSPEREE. IN ADDITION TO THE FOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTATIVAT IS A NON-RERMITTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING AGEN CY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

PRINCIPAL OF THIS PURCHASE MONEY NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE PAYING AGENT.

EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) EITHER (A) IT IS

NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT TO ANY FOREIGN, FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS ACQUISITION, HOLDING (INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF RIGHTS HEREUNDER) AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A FOREIGN, GOVERNMENTAL OR CHURCH PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR FOREIGN, FEDERAL, STATE OR LOCAL LAW).

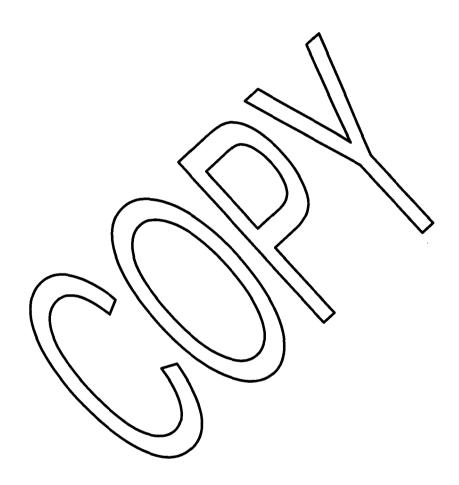
ANY TRANSFER, PLEDGE OR OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, SEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY PURCHASE MONEY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

FOR THE PURPOSES OF SECTIONS 1272 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1286, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE REPERAL DEPOSIT INSURANCE CORPORATION AT 550 17TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE POIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

THE FAILURE TO PROVIDE THE ISSUER, THE CUSTODIAN OR THE PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

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INTERESTS IN THIS GLOBAL NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$500,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.



PURCHASE MONEY NOTE

Certificate No.:

NT CL A-3 144A

ISIN No.: CUSIP No.:

\$110,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "Issuer"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$110,000,000.00 (One Hundred Ten Million and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule Ahereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2014 (the "Maturity Date") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Maney Note is payable in such cont or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Jesuer with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paving Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guaranter of the Purchast Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule Dhereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Karyo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuer and any new of successor custodian and paying agent, the "Custodial and Paying Agency Agreement This Jurchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

This Purchase Money Note may not be prepaid, in whole or in part, without the prior written consent of the Purchase Money Notes Guarantor. Any amount repaid or prepaid pursuant to this Purchase Money Note may not be reborrowed.

The Holder, by acceptance of this Purchase Money Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the rights of the Issuer pursuant to the Custodial and Paying Agency Agreement or any Ancillary Documents or under any certificate or other writing delivered in connection therewith, against the Paying Agent or the Servicer or any of their Affiliates.

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesota. If any payment of principal of, or any other amount owed by the Issuer pursuant to, this Purchase Money Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set forth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the Accounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is a registered note and may be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issue) of the requested transfer) of this Purchase Money Note for registration and transfer duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its attorney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferee, the Paying Agent shall promptly register the transfer, record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon registration of the transfer by the Paying Agent. Prior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a transferce of this Purchase Money Note that a new Purchase Money Note be issued or upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of this Purchase Money Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it, or (b) in the case of a request by a transferee that a new Purchase Money Note be issued or in the case of mutilation, upon surrender and cancellation of the Purchase Money Note, within two Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Paying Agent, the Servicer and any agent of any of the foregoing, may treat the Person in whose name this Purchase Money Note is registered as the owner and Holder hereof for all purposes, and none of the foregoing shall be affected by notice to the contrary.

The occurrence or continuance of any one or more of the following events, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of Law or otherwise, shall constitute an "Event of Default" pursuant to this Purchase Money Note:

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) (b) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties; (vi) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (i) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due or (viii) at least sixty (60) days have passed following the commencement of any ploceeding against the Issuer seeking reorganization. arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, and such proceeding has not been dismissed, or at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Issuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such ppointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (60) days have passed following the expiration of the stay if such appointment has not been vacated.

Upon the occurrence of an Event of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the Issuer, declare this Purchase Money Note to be immediately due and payable together with any other amounts owed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, the unpaid principal amount of this Purchase Money Note and any other amounts owed by the Issuer pursuant to this Purchase Money Note, shall forthwith become immediately due and payable without the necessity of any presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Issuer. If an Event of Default specified in paragraph (b) above occurs, this Purchase Money Note shall forthwith automatically become immediately due and payable, both as to principal and as to any other amounts owed by the Issuer pursuant to this Purchase Money Note, without any action on the part of the Holder and without the consent of the Purchase Money Notes Guarantor.

If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holder pursuant to or in connection with the Purchase Money Notes Guaranty, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holder with respect to any claim to which such payment relates to the extent of such payment, and the Holder, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes Guarantor any and all claims it may have against the Issuer or others and for which the Holder receives payment from the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guaranty. Upon the request of the Purchase Money Notes Guarantor, the Holder shall execute written assignments of such claims.

The Issuer shall pay to the Holder hereof such additional amounts as shall be sufficient to pay the Holder's actual and reasonable costs and expenses of collection, including without limitation reasonable attorneys' fees.

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission of waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any fature occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are sumulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Purchase Money Note are absolute and unconditional and shall not be affected by any circumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense adatement, suspension, limitation, deferment, diminution, recoupment or other right that the Issuer may have against the Holder hereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note 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 (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) 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 pursuant to this Purchase Money Note.

If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC 700 NW 107 Avenue, Suite 400 Miami, Florida 33172

Attention: Thekla Blaser Salzman

E-Mail Address: Thekla.Salzman@rialtocapital.com

with a copy to: Bilzin Sumberg Baena Price & Axelrod Ll 200 South Biscayne Boulevard, Suite 2500 Miami, Florida 33131-5340 Attention: Alan Axelrod E-Mail Address: AAxelrod@bilsin.com and if to the Holder hereof, to Manager, Capital Markets & c/o Federal Deposit Insurance orporation 550 17th Street, N.W. Room F-7**0**12 20429-000 Washington D RMalami@fdic E-Mail Address: with copies to: Serior Counsel FDIC Legal Division Litigation and Resolutions Branch, Receivership Section Special Issues Unit

In case any one or more of the provisions hereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining

provisions contained herein shall not in any way be affected or impaired thereby.

3501 Fairfax Drive (Room E-7056)

E-Mail Address: DGearin@fdic.gov

Arlington, Virginia 22226 Attention: David Gearin

This Purchase Money Note shall bind the Issuer and the successors of the Issuer, and the term "Issuer" herein shall include the successors of the Issuer.

The terms of this Purchase Money Note may be amended from time to time only by the written agreement of the Issuer and the Holder, subject in all instances to the terms of the Purchase Money Notes Guaranty.

In any case in which consent of the Holder is required pursuant to the terms of this Purchase Money Note, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note 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 Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and 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, 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 commerced by any Holder (If such Holder is the FDIC, the "FDIC Holder") arising out of relating to, or in connection with this Purchase Money Note of any Ancillary Document, and waives any right to:

remove of transfer such suit, action or proceeding to any court of dispute-resolution forum other than the court is which the FDIC Holder files the suit, action or proceeding without the consent of the FDIC Holder;

(B) assert that vepue 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

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 FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder;

- (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 the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 coast or dispute-resolution forum without the consent of the FDIC Holder, and agrees to coasent 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 FDIC Holder; and
- (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 paragraph (a)(iii) above, 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 FDIC Holder.
- (b) Each of the Issuer and each Non-FDIC Holder, on behalf of itself and its Affiliates, hereby interocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within <u>paragraph (a)</u> above may be enforced in any court of competent jurisdiction.
- Subject to the provisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph</u> (a) or <u>paragraph</u> (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph</u> (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, 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.

EACH OF THE ISSUER AND THE 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

PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Interests in this Global Note may be exchanged for a beneficial interest in the corresponding Temporary Regulation S Global Note or Regulation S Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forth in the Custodial and Paying Agency Agreement.

This Global Note is subject to mandatory exchange for the corresponding Certificated Notes under the limited circumstances set forth in the Custodial and Paying Agency Agreement.

Upon redemption, repayment, exchange of or increase in any interest represented by this Global Note, this Global Note shall be endorsed on Schedule A hereto to reflect the reduction of or increase in the principal amount evidenced hereby.

Title to Purchase Money Notes shall pass by registration in the Purchase Money Notes Register kept by the Purchase Money Notes Registrar which initially shall be the Paying Agent.

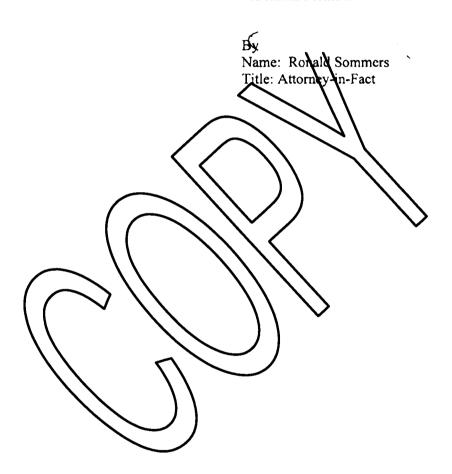
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental sharge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Initial Member as of the date first shown above.

Multibank 2009-1 RES-ADC Venture, LLC

By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

The following exchanges, redemptions, repayments of or increase in the whole or a part of the Purchase Money Notes represented by this Global Note have been made:

Date exchange/ redemption/repayment/ increase made	Original principal amount of this Global Note	Part of principal amount of this Global Note exchanged/redeemed/ repaid/increased	Remaining Principal amount of this Global Note following such exchange/redemption/ lepayment/increase	Notation made by or on behalf of the Issuer
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SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State Fund	Closing Date
Columbian Bank and Trust	Topeka	KS 10011	August 22, 2008
Integrity Bank	Alpharetta	GA 10012	2 August 29, 2008
Silver State Bank	Henderson	NV 10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA 10018	October 24, 2008
Freedom Bank	Bradenton	L 10019	October 31, 2008
Security Pacific Bank	Los Angeles	CA 10020	November 7, 2008
Franklin Bank, SSB	Houston	10021	November 7, 2008
The Community Bank	Loganville	GA 10022	November 21, 2008
First Georgia Community Bank	Jackson	GA 10025	December 5, 2008
Sanderson State Bank	Sanderson	TX 10026	December 12, 2008
Haven Trust Bank	Quluth	GA 1002	December 12, 2008
Bank of Clark County	Vancouver	WA 1002	January 16, 2009
1 st Centennial Bank	Redlands	CA 10030	January 23, 2009
MagnetBank	San Lake City	UT 10031	January 30, 2009
Ocala National Bank	Ocala	FL 10032	2 January 30, 2009
FirstBank Financial Services	McDondugh	GA 10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL 10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Coral	FL 10038	February 13, 2009
Silver Falls Bank	Silverton	OR 1004	February 20, 2009
FirstCity Bank	Stockbridge	GA 10047	March 20, 2009
Omni National Bank	Atlanta	GA 10048	March 27, 2009
Integrity Bank	Jupiter	FL 10095	July 31, 2009

THE DEPOSITORY TRUST COMPANY (DTC) ELIGIBILITY QUESTIONNAIRE DTC is a subsidiary of The Depository Trust & Clearing Corporation

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusip numbers, interest rates, and final maturities at least seven business days prior to the closing date.

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact Phone
Please indicate whether or not the issue is a "security" as such term is	
defined in Article 8 of the New York Uniform Commercial Code	Paying Agent Name
Yes No	Taying Agent Parts
Please indicate whether or not the issuer is a United Kingdom entity	Paying Agent Contact Phone
Yes No	Bend Counsel
(Please check one)	pond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the 33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	
Issuer relying on Section 3 °C(7) of the '40 Act	Remarketing Agent Varie
Exempt under Rule 3(a)(2) of the '33 Act	
I:xempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
lssuer Name/Issue Description:	Tender Agen name
Multibank 2009-1 RES-ADC VENTURE LLC	
	Torider Agent Contact Phone
State of Incorporation or State of Municipality	INDERWRITING PROCESSING INFORMATION TO BE
Issue Principal Ami/Offering (mt	COMPLETED FOR ALL ISSUES
Closing Date: 277(10)	Will the Securities to (check one.)
ls this a book-entry-on'y issud(with no certificates available o	Eligible as FAST (Fast Automated Security Transfer) issue?
investors) ² Ye	Yes If Yes, FAST #
(If yes, a Letter of Representation is required)	Nº Nº
Does this issue contain a put/tender feature Yes No	If no, provide the date the securities will be delivered to DTC
off yes, a Letter of Representations for rob book-entry-only securities is requirted)	Name of firm shipping or delivering the securities
CONTACT INFORMATION	
BARCLAYS CAPITAL.	Contact name
	Phone NOTE: Please use the address listed on the CUSIP INFORMATION page to
Vito Cassano 201-499-2051 Lead Underwriter Contact Phone	NOTE: Please use the address fisted on the CUSIP INFORMATION page to deliver securities to DTC at least one business day before closing
	For additional information, please contact DTCs
DTC Participant account number to be credited at the time of closing:	Interface Underwriting Department at the numbers provided
If lead underwriter is not a DTC Particpant, please provide	X t nderwriter
clearing DTC Participant information.	Financial Advisor
Clearing DTC Participant	Clearing DIC Participant
	BY
Contact Phone	Authorized Officer's Signature

^{*}For non-investment grade Rule 144A issues, PORTAL approval is required. Contact NASD at (202)728-8479

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	T	
_	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	Т	
	0.00%	2/25/2014	0	T'	
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Authorization for Closing: Closing (212)855-3752 53 54:55

Department Managers:

Fax

(212)855-3607

(212)855-3793/3733

(212)855-3726-3728

DTC Underwriting Department Phone Numbers:

Issue Eligibility:	
Municipal	(212)855-3704
Fax	(212)855-3726/28

Underwriting Processing:

(212)855-3752/53.54.55

Fax (212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax (212)855-8703/8707

DTC Mailing Addresses:

Underwriting Dept

Attention: Eligibility Department The Depository Trust Company 55 Water Street, 28th Floor New York, NY 10041-0099

Delivery of Securities to DTC

Attent Interface/Underwriting Dept.

The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Multibank 2009-1 RES-ADC Venture, LLC

Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understanding with respect to all issues (the ecurities") that Issuer shall request to be made eligible for deposit by The Dipository Trust Company ("DTC"). Issuer is: (Note: Issuer shall represent one and cross out the other.) Delaware -fineorporated in [formed under the laws of] ot the Securities ble for deposit at DTC, and to act in ectrities. Issuer represents to DTC that issuer accordance with DTC ring respect to the S will comply with the requirements stated in DTC Operational Arrangements, as they may be amended from time to time Note Multibank 2009-1 RES-ADC Venture, 11.0 Schedule A contain, statements that DTC ederal Deposit Insurance Corporation as believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions, as Sole Member and Manager of effecting book-entry trans s of securities distributed through DTC, at matters. Be (Authorized Othear's Stanature Received and Accepted THE DEPOSITORY TRUST COMPANY Print Name) cio Federal Deposit Insurance Corporationi 556 [*** Street, NW -Room v="6.] 45 Wistington, D.C. 20429-4002 States at comme (202) 898-3713 Phone Numbers The Depository Trust & Clearing Corporation RMalami difdic 25 y Frank Nadrassi

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain (ssues)

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If; however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities depositely, is Jimited-pl se trust company organized under the New York Banking Law, a "banking organization" with on the New York Banking Law, a recaning eaging of the New York Uniform member of the Federal Reserve System, a "clearing corporation of the Federal Reserve System, a "clear (Cuthin Commercial Code, and a "clearing agency" regist of Section 17A of the Securities the p red pur Exchange Act of 1934. DFC holds and providing over 3 cullion issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money (from over 100 countries) that t instrument DTC's participants ("Direct Participants") depos post-trade settlement among DIC. DIC facilitates the securities, through electronic computerized Direct Participants of sales and other securities tran ns in depos the need for physical book-entry transfers and pledges This climinates ints movement of securities certificates off U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned man' dealers, banks, trust companies aring corpora certain subsidiary of The Depository T & Clearing Corporal 'C"). DTCC is the holding company for D1C. National Securities Clearing Co ration and Fixed ng Corporation, all of which are registered clearing agencies w the users of its i bardiaries. Access to the DTC system is also and dealers, banks, trust companies, and available to others such ind non-U.S. secui with a Direct Participant, either directly clearing corporation ol maintain a custodi that clear i nghest roung: AAA. The DTC Rules applicable or indirectly ("Indirect Participants"). DTC s Standard & Po re on file with the Seci and Exchange imission. More information about DTC can be to its Participants found at www.dive.com and www.dtc.org.
- the DTC system must be made by or through Direct Participants. Purc of Securities under which will receive a d or the Securities DTC's records. The ownership interest of each actual purchaser of each Security ("Benefic Owner") is in to p be recorded on the Direct and Indirect Participants' records Beneficial Owners will no receive written onfirmation from DTC of their purchase. Beneficial Owners are, written confirmations providing details of the transaction, as well as periodic however, expected to receive statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into sts in the Securities are to be accomplished by entries made on the the transaction. Transfers of ownership into books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor any other DTC comme) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with OTC's LMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting hights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing utached to the Omnibus Proxy).
- Redemption proceeds, distributions, its on the Securitie will be made to Cede dend mei who need representative of DTC. DTS's practice is to funds and corresponding detail information from Issuer & Co., or such other nominee a by a credit Direct Participants' accounts; pon DTC or Agent, on payable date in adance with their dings shown on DTC's records. Payments by Participants to Beneficial Owner I be governed by ctions and customary practices, as is the case of customers in be registered in "street name," and will be the with securities he the accor subject to any statutory or regulatory responsibility such Participant ind not of DTC, Ago requirements a edemption proceeds, distributions, and dividend e to time. Paymer payments to Clide & Co. (or such other unee as may be re ited by an authorized representative of DTC) is the responsibility ayments to Direct Participants will be the of Issuer or Agent, rsement of such responsibility of Dil , and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect dicipants.
- [9.— A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the awnership rights in the Securities are transferred by Direct Participants on D1C's records and followed by a book-entry of salit of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Rule 144A Securities to be included in DTC Letter of Representations

Multibank 2009-1 RES-ADC Venture, LLC
Name of Issuer and Co-Issuer(s), if applicable
Purchase Money Note due 2014
Security Description including series designation, if applicable
A
CUSIP number(s) of the securities
1. Issuer represents that at the time of initial registration in the name of DTC's nominee. Cede & Co., the Securities were Legally or Contractually Restricted Securities. eligible for transfer under Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and identified by a CUSIP or CINS identification number that was different from any CUSIP or CINS identification number assigned to any securities of the same class that were not Legally or Contractually Restricted Securities. Issuer shall result that a CUSIP or CINS identification number is obtained for all unrestricted securities of the same class that is different from any CUSIP or CINS identification number assigned to a Legally of Contractually Restricted Security of Sech class, and shall notify DTC promptly in the event that it is unable to do so. Issuer represent that it has agreed to comply with all applicable information requirements of Rule 144A. 2. Issuer and Agent acknowledge that, o long as Code & Co. is a record owner of the Securities. Cede & Co. shall be entitled to all applicable voting rights and beceive the full amount of all distributions payable with respect thereto. Issuer and Agent acknowledge that DTC Stall great any DTC Participant ("Participant") having Securities credited to its DTC accounts as entitled to the full terreties of ownership of such Securities. Without limiting the generality of the preceding sentence, Issuer and Agent exhapped that DTC shall treat any Participant having Securities credited to its DTC accounts as entitled to receive the solutions (and voting rights, if any) in respect of the Securities, and we receive from DTC certificates evidencing Securities. Issuer and Agent recognize that DTC does not in any way undertake to and shall not have any responsibility to, monitor or ascertain the compliance of any transactions in the Securities and or any order to the securities law; or (c) of the Multibank 2009-1 RES-ADC Venture, LLC By Federal Deposit Insurance Corporation as Received and Accept
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A Togal - Restricted Security 18 a security that is a restricted security as defined in Rule Elektron's 18.1 Commentually Restricted Security 18 a security that upon assumed and continually ingreater can only be sold pursuant to Regulation 8 and or the Securities Act, Rule 144.0, Rule 144.0, and a securities act, Rule 144.0, Rule 144.0, and a securities act. transaction exempt to on the registration requirements of the Securities Act pursuant to Section 4. The Securities Act and not involving any pool is offered parander however that once the security is said pursuant to the provisions of Raile 144 receding Raile combago (Excil thereby cease to be a Committain in Restricted Social to 1 for outroises of this definition in order to a deposition recommon recommend it legally on Contractaday Restricted Social to 1 fibe ander a malerial in most also he all Cegally and all trachials. For this electrics

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

THIS PURCHASE MONEY NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, THAT IS EXCHANGEABLE FOR A PERMANENT GLOBAL NOTE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN.

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAW (IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY AST"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT Y ACT. ALL OTHER APPLICABLE LAWS OF THE UNITED STATES OF ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SHT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL AND PAYING AGENCY REEMENT"). THE NOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSTER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPNANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY CT AND ALL OTHER APPLICABLE LAWS OF ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN (A) TO A TRANSFEREE (1) THAT IS A "OUALIFIED PURCHASER" WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUANTIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE SSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASEN IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (III) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION AND (V) AGREES TO PROVIDE NOTICE TO ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND (3) THAT IS A PERSON WHOM THE SELLER REASONABLY

BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND, IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SATFORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

THIS PURCHASE MONEY NOTE IS NOT TRANSFER BLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMEN ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY TRUCTIONS TO THE CONTRARY TO NTERMEDIARY. EACH TRANSFEROR THE ISSUER, THE PAYING AGENT OR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTION'S SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSFEREN. IN ADDITION TO THE FOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTONAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST MONEY NOTES OR MAY SELL SUCH INTEREST ON BEHALF OF IN THE PURCHASE SUCH OWNER.

PRINCIPAL OF THIS PURCHASE MONEY NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE PAYING AGENT.

EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR

SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT TO ANY FOREIGN, FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS ACQUISITION, HOLDING (INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF RIGHTS HEREUNDER) AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A FOREIGN, GOVERNMENTAL OR CHURCH PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR FOREIGN, FEDERAL, STATE OR LOCAL LAW).

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY "DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY PURCHASE MONEY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

FOR THE PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE FEDERAL DEPOSIT INSURANCE SORPORATION AT 55017TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE FDIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

THE FAILURE TO PROVIDE THE ISSUER, THE CUSTODIAN OR THE PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

INTERESTS IN THIS GLOBAL NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$500,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.

PURCHASE MONEY NOTE

Certificate No.:

NT CL A-1 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$0 (Zero and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2012 (the "<u>Maturity Date</u>") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Moley Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the issue with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, he "FDIC"), in its carporate capacity, as the guarantor of the Purchase Mone Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FRIC as Receiver as Collateral Agent pursuant to the Reimbursement, Security and Guarant, Agreement, and Wells Fargo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuar and any new or successor eustedian and paying agent, the "Custodial and Paying Agency Agreement"). This Runchase Money Note is subject to all terms of the Custodial and Paying Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

This Purchase Money Note may not be prepaid, in whole or in part, without the prior written consent of the Purchase Money Notes Guarantor. Any amount repaid or prepaid pursuant to this Purchase Money Note may not be reborrowed.

The Holder, by acceptance of this Purchase Money Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the rights of the Issuer pursuant to the Custodial and Paying Agency Agreement or any Ancillary Documents or under any certificate or other writing delivered in connection therewith, against the Paying Agent or the Servicer or any of their Affiliates.

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesota. If any payment of principal of, or any other amount owed by the Issuer pursuant to, this Purchase Money Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set forth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the Accounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is a registered note and may be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issuer of the requested transfer) of this Purchase Money Note for registration and transfer, duly enviorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its attorney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferee, the Paying Agent shall promptly register the transfer record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon legistration of the transfer by the Paying Agent. Frior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a transferee of this Purchase Money Note that a new Purchase Money Note be issued or upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of this Purchase Money Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it, or (b) in the case of a request by a transferee that a new Purchase Money Note be issued or in the case of mutilation, upon surrender and cancellation of the Purchase Money Note, within two Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Paying Agent, the Servicer and any agent of any of the foregoing, may treat the Person in whose name this Purchase Money Note is registered as the owner and Holder hereof for all purposes, and none of the foregoing shall be affected by notice to the contrary.

The occurrence or continuance of any one or more of the following events, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of Law or otherwise, shall constitute an "Event of Default" pursuant to this Purchase Money Note:

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) files a (b) voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement): (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiecces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties; (vi) files an answer or other pleading a uniting or falling to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (i) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due or (viii) at least sixty (60) days have passed following the commencement of any proceeding against the Issuer teeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similal relief under any Law, and such proceeding has not been dismissed, or at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Lesuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (60) days have passed following the expiration of the stay if such appointment has not been vacated.

Upon the occurrence of an Event of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the Issuer, declare this Purchase Money Note to be immediately due and payable, together with any other amounts owed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, he unpaid principal amount of this Purchase Money Note and any other amounts owed by the Issuer pursuant to this Purchase Money Note, shall forthwith become immediately due and payable without the necessity of any presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Issuer. If an Event of Default specified in paragraph (b) above occurs, this Purchase Money Note shall forthwith automatically become immediately due and payable, both as to principal and as to any other amounts owed by the Issuer pursuant to this Purchase Money Note, without any action on the part of the Holder and without the consent of the Purchase Money Notes Guarantor.

If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holder pursuant to or in connection with the Purchase Money Notes Guaranty, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holder with respect to any claim to which such payment relates to the extent of such payment, and the Holder, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes

Guarantor any and all claims it may have against the Issuer or others and for which the Holder receives payment from the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guarantor, the Holder shall execute written assignments of such claims.

The Issuer shall pay to the Holder hereof such additional amounts as shall be sufficient to pay the Holder's actual and reasonable costs and expenses of collection, including without limitation reasonable attorneys' fees.

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission or waiver on any one coasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Purchase Money Note are absolute and unconditional and shall not be affected by any arcunstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment or other right that the Issuer may have against the Holder bereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note 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 (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) 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 pursuant to this Purchase Money Note.

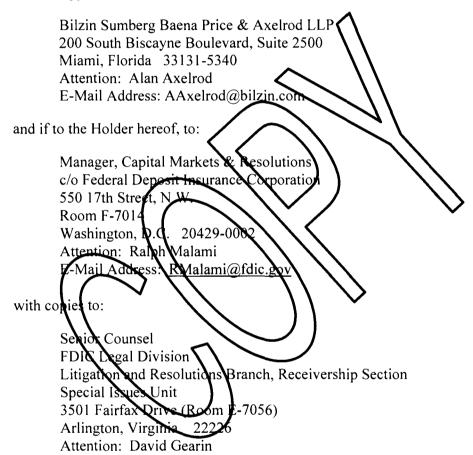
If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC 700 NW 107 Avenue, Suite 400 Miami, Florida 33172

Attention: Thekla Blaser Salzman

E-Mail Address: Thekla.Salzman@rialtocapital.com

with a copy to:



In case any one or more of the provisions hereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

E-Mail Address: DGearin@fdic.gov

This Purchase Money Note shall bind the Issuer and the successors of the Issuer, and the term "Issuer" herein shall include the successors of the Issuer.

The terms of this Purchase Money Note may be amended from time to time only by the written agreement of the Issuer and the Holder, subject in all instances to the terms of the Purchase Money Notes Guaranty.

In any case in which consent of the Holder is required pursuant to the terms of this Purchase Money Note, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note 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 Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC, a "Non-FDIC Holder") on behalf editself and its Affiliates, 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 prospering against it or any of its Affiliates commenced by any Holder (f such Holder is the NDIC; the Holder that is the FDIC, the "FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document, and waites any right to:
- (A) remove or transfer such sait, action or proceeding to any court or dispute-resolution forum other than the court in which the FDIC Holder files the suit, action or proceeding without the consent of the FDIC Holder;
- (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 o Columbia; or

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 FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder;

- (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 the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder, 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 FDIC Holder; and
- (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 paragraph (a)(iii) above, 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 disputeresolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and 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 preceding falling within <u>paragraph</u> (a) above may be enforced in any court of competent jurisdiction.
- Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, pracess and summouses in any suit, action or proceeding pursuant to paragraph (a) or paragraph (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); provided, however, that nothing contained in this paragraph (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in paragraph (a), paragraph (b) or paragraph (c) above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in paragraph (a)(iii) and paragraph (a)(iv) above, 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.

EACH OF THE ISSUER AND THE 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 PURCHASE MONEY NOTE

AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

On or after the 40th day after February 9, 2010, interests in this Temporary Regulation S Global Note may be exchanged (free of charge) for interests in a permanent Regulation S Global Note. The permanent Regulation S Global Note shall be so issued and delivered in exchange for only that portion of this Temporary Regulation S Global Note in respect of which there shall have been presented to the Depository by Euroclear or Clearstream a certification to the effect that it has received from or in respect of a person entitled to a beneficial interest (as shown by its records) a certification that the beneficial interests in such Temporary Regulation S Global Note are owned by persons who are not U.S. Persons.

On an exchange of the whole of this Temporary Regulation S Global Note, this Temporary Regulation S Global Note shall be surrendered to the Depository at its office. On an exchange of only part of this Temporary Regulation S Global Note details of such exchange shall be entered by or on behalf of the Issuer in Schedule A herety. If, following the issue of a permanent Regulation S Global Note in exchange for some of the Rutchase Money Notes represented by this Temporary Regulation S Global Note, further Purchase Money Notes are to be exchanged pursuant to this paragraph, such exchange may be effected, without the issue of a new permanent Regulation S Global Note, by the Issuer or the Depository endorsing Schedule A of the permanent Regulation S Global Note previously issuel to reflect an increase in the aggregate principal amount of such permanent Regulation S Global Note by an amount equal to the aggregate principal amount of additional Furchase Money Notes to be exchanged.

Interests in this Global Note may be exchanged for a beneficial interest in the corresponding Rule 144A Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forth in the Custodial and Paxing Agency Agreement.

This Global Note is subject to mainlatory exchange for the corresponding Certificated Notes under the limited circumstances set forth in the Custodial and Paying Agency Agreement.

Upon redemption, repayment, exchange of or increase in any interest represented by this Global Note, this Global Note shall be endorsed on Schedule A hereto to reflect the reduction of or increase in the principal amount evidenced hereby.

Title to Purchase Money Notes shall pass by registration in the Purchase Money Notes Register kept by the Purchase Money Notes Registrar, which initially shall be the Paying Agent.

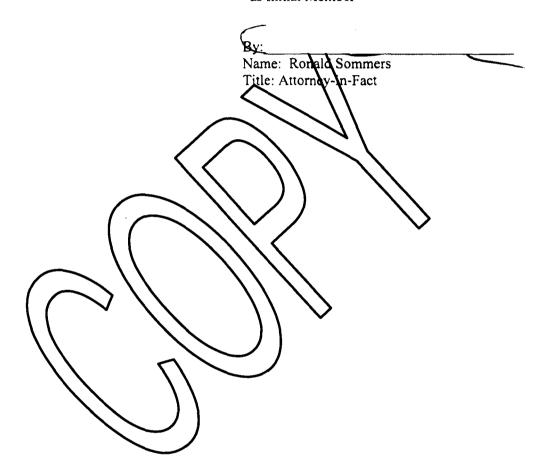
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Initial Member as of the date first shown above.

Multibank 2009-1 RES-ADC Venture, LLC

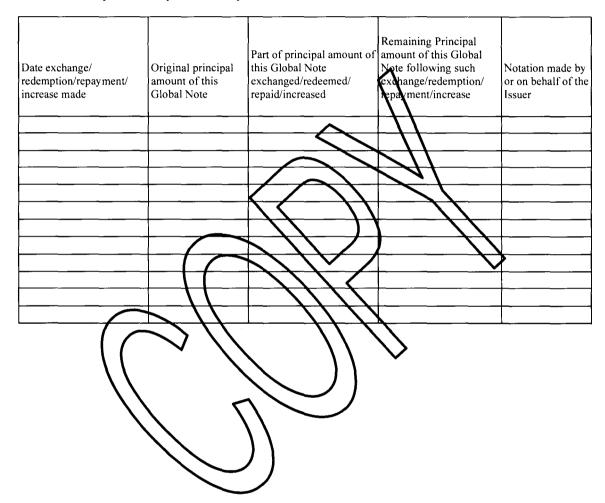
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

The following exchanges, redemptions, repayments of or increase in the whole or a part of the Purchase Money Notes represented by this Global Note have been made:



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta \{	GA	10018	October 24, 2008
Freedom Bank	Bradenton	F	10019	October 31, 2008
Security Pacific Bank	Los Angeles	KA	10020	November 7, 2008
Franklin Bank, SSB	Houston	/XT	10021	November 7, 2008
The Community Bank	Loganville	GA'	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10036	December 12, 2008
Haven Trust Bank	Quluth	GA	10027	December 12, 2008
Bank of Clark Count	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Salt Dake City	UT	10031	January 30, 2009
Ocala National Bank	Ocal	FL	10032	January 30, 2009
FirstBank Financial Services	McDonotgh	GA	10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gut Coast	Cape Coral	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009

THE DEPOSITORY TRUST COMPANY (DTC) ELIGIBILITY QUESTIONNAIRE DTC is a subsidiary of The Depository Trust & Clearing Corporation

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusip numbers, interest rates, and final maturities at least seven business days prior to the closing date.

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact Phone
Please indicate whether or not the issue is a "security" as such term is defined in Article 8 of the New York Uniform Commercial Code	
Tyes TNo	Paying Agent Name
Please indicate whether or not the issuer is a United Kingdom entity	Paying Agent Contact I hone
Yes No	
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	\sim \\
Issuer relying on Section 3 C(7) of the '40 Act	Remarketing Agent Marie
Exempt under Rule 3(a)(2) of the 33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agen name
Mulubank 2009-1 RES-ADC VENTURE LLC	
	Norder Agent Contact Phone
State of Incorporation or State of Municipality	ENDERWRITING PROCESSING INFORMATION TO BE
Issue Principal Ami/Offering (mt: PUGIBILITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 272(10)	Will the Securities be (check one)
Is this a book-entry-only issud (with no certificates available o	Eligible as FANT (Fast Automated Security Transfer) issue?
(If yes, a Letter of Representation as natured)	Yes If Yes, FAST #
	If no, provide the date the securities will be delivered to DTC
Does this issue contain a put/tender feature Yes (If yes, a Letter of Representations for non-book-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	Name of firm snipping of delivering the securities
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name
Call Inderwriter	Phone
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one husiness day before closing. For additional information, please contact DTC's.
DTC Participant account number to be credited at the time of	Interface Underwriting Department at the numbers provided
closing:	
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial Addisor
Clearing DTC Participant	Clearing DAC Participant
	BY
Contact Phone	Authorized Officer's Signature

^{*}For non-investment grade Rule 144A issues, PORTAL approval is required. Contact NASD at (202)728-8479

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	T	
_	0.00%	2/25/2014	0	T	
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	\				
	\				
* C=Capital Appreciatio	n, P=Put, S= Serial, T=	Term			

DTC Underwriting Department Phone Numbers:

Issue Eligibility:	
Municipal	(212)855-3704
Fax	(212)855-3726/28
Underwriting Processing:	

(212)855-3752/53/54 55

Fax (212)855-3607

Interface/Underwriting:

Fax (212)855-8820/8821 (212)855-8703/8707

Authorization for Closing:

Closing (212)855-3752-53-54-55 Fax (212)855-3607

Department Managers:

(212)855-3793/3733 Fax (212)855-3726/3728

Delivery of Securities to DTC

Attent Interface/Underwriting Dept.
The Depository Trust Company
55 Water Street; ISL - (Underwriting Securities)
New York, NY 10041-0099

DTC Mailing Addresses:

Underwriting Dept

Attention: Eligibility Department The Depository Trust Company 55 Water Street, 28th Floor New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understand with respe ct to all issues (th curities") that Issuer shall request to be made eligible for deposit by The Dipository Trust C maanv ("DTC") cross out the other.) Issuer is: (Note: Issuer shall r present one Delaware fineorporated in [formed under the laws of ot the Securities ble for deposit at DTC, and to act in accordance with DTC Issuer represents to DTC that issuer respect to the ectrities. will comply with the requirement ated in DTC Operational Arrangements, as they may be amended from time to time. dy yours. Note Multibank 2009-1 RES-ADC Venture, 14.0 Schedule A contain statements that DTC Federal Deposit Insurance Corporation as believes accurately de cribe DTC, the metho Receiver for Various Failed Financial Institutions. of effecting book-entry l as Sole Member and Manager gs of securities distributed through DTC, at ain related matters. Bo (Authorized Officer's Signature) Received and Accepted THE DEPOSITORY TRUST COMPANY Print Name) c o riederal Deposit insurance Corporation 586 ["12 Street, NW (Room v-70] 1. Wishington, (0.c., 5.429-46)2. accountry. 100 (202) 898-37.3 diffunction Number of The Depository Trust & Clearing Corporation RMalami à fdic gov Form Address.

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be appaicable only to certain issues)

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.
- DTC, the world's largest securities deposited Limited-purpe se trust company organized under the New York Banking Law, a "banking organization" within meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform the provisions of Section 17A of the Securities Commercial Code, and a "clearing agency" regis cred purs Exchange Act of 1934. DTC holds and provides asso over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money t instruments (from over 100 countries) that DTC's participants ("Direct Participants") depos h DTC. DTC facilitates the post-trade settlement among Direct Participants of sales and other securities tran ns in depo securities, through electronic computerized ints` book-entry transfers and pledger This eliminate the need for physical off U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates dealers, banks, trust companies certan subsidiary of The Depository T & Clearing Con C"). DTCC is the holding company for DTC, National Securities Clearing Cd gation and Fixed g Corporation, all of which are registered clearing agencies w the users of its r faries. Access to the DTC system is also is own available to others suind non-U.S. secur and dealers, banks, trust companies, and up with a Direct Participant, either directly clearing corporations that clear hroug of maintain a custodi or indirectly (* ect Participants"). D as Standard & Po highest wring: AAA. The DTC Rules applicable and Exchange to its Participar e on file with the Seco orimission. More information about DTC can be found at www.da ce.com and www.dtc.org
- 3. Purchases of Securities under the DFC system must be made by or through Direct Participants, which will receive a coding of the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Gwner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written dont mation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 2. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor any other DTC commercial will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's AMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting hights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing utached to the Omnibus Proxy).
- Redemption proceeds, distributions, yments on the Securitie will be made to tiede uthorized representative of DTC, QTV's practice is to funds and corresponding detail information from Issuer & Co., or such other nominee a credit Direct Participants' accounts. pon DTC or Agent, on payable date in a dings shown on DTC's records. Payments by lance with their Participants to Beneficial Owner will be governed by ections and customary practices, as is the case gistered in "street name," and will be the with securities he of customers in be or the accou responsibility such Partiewant no not of DTC, Ag subject to any statutory or regulatory requirements a to time. Paymei edemption proceeds, distributions, and dividend ited by an authorized representative of DTC) is payments to Crde & Co. (or such other ince as may be re rsement of such ayments to Direct Participants will be the the responsibility of Issuer or Agent, responsibility of D , and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect ticipants.
- [9] A Beneficial Owner shall give natice to elect to have its Securities parchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry of whit of sendered Securities to [Tender Remarketing] Agent's DTC account.)
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

Representations for Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 RES-ADC Venture, LLC

Name of Issuer and Co-Issuer(s) if applicable

Purchase Money Note due 2012

Security Description including series designation if applicable

Cl SIP Number(s) of the Securities

- n the name of DTC's nominee, Cede Issuer represents that at the time of initial resistration & Co., the Securities were Legally or Contractually Restricted Securives and were eligible for transfer edurities Act"), and identified by under Regulation S under the Securities Act of 1933, as amended (the SIP or CINS identification number a CUSIP or CINS identification number that was differ lly or Contractually Restricted Securities. assigned to any securities of the same class that were not or all unrestricted securities Issuer shall ensure that a CUSIP or CINS id of the same class that is different from any CU entification number assigned to a Legally or Contractually Restricted Security of such class, an TC promptly in the event that it is unable to do so.
- Issuer and Agent as Cede & Co. is a record owner of the acknowledge that hall be entitled to all applic rights and receive the full amount of all Securities, Cede distributions payable with respect thereto. Issuer and int admowledge that DTC shall treat any DTC Participant ("Harticipant") having Securities credited to OTC accounts as entitled to the full benefits of ownership of such Securities. Without limiting the generally of the preceding sentence. Issuer and Agent acknowledge that IATC shall treat any Participant having securities credited to its DTC accounts as entitled to receive distributions (and voting rights, it any) in respec t of the Securities, and to receive from DTC certificates evidenc Securities. Issu nd Agent recognize that DTC does not in any way undertake to, and shall not have an responsibility to. monitor or ascertain the compliance of any transactions in the Securities with any of the provisions: (a) of Rule 144A; (b) of other exemptions from registration under the Securities Act or any other al securities laws; or (c) of the offering documents.

Ace to disk tellined as sepesalay on some invited inputs of floring View, as all detects in a phase to be 19 to discrete sections is so at a contract that the province.



A "Logarly Restricted Security" is a security that is a restricted security, as defined in Rule 144(a) of A. Contractually Restricted Security is a security that upon issuance and contributily thereafter can only be sold pursuant to Regulation S, index the Securities. Act, Rule 144 X, Rule 144 A, Rule 144 A, rule a transaction exempt from the regularization requirements of the Securities Act pursuant to Section 4 of the Securities. Act and not involving any public ordering: provided however, mat once the security is sold pursuant to the provisions of Rule 144 including Rule 144(b)(1), a will thereby cease to be a 1 outractually Restricted Security. For purposes of this definition, monder for a deposition be considered as 1 orally of x or materially Restricted Security in additional formal of the andertying security in at also one as 1 carries of Contractually Restricted Security.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 RES-ADC Venture, LLC

Name of Issuer and	Co-Issuer(s) if:	applicable
Purchase Money	y Note due l	2012
Security Description includ		
	•	\wedge
CUSIP Number	er(s) of the Secu	ritie
THE FOLLOWING APPLIES ONLY TO CATEGORY 3	REGUNATIO	N S SECURITY ISSUANCES:
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT		
Rule 903 of the Securities Act of 1933. Asuer leligible for transfer pursuant to Regulation S, whi identification number (the "Regulation S Securities deliveries via DTC's Deposit Withdrawal at Comaintained by banks that act as depositaries for Cle	has requeste ch have need es"). DTC w detodian () [pristeapy Bai	n identified by a separate CUSIP or CIN ill not effect book entry deliveries (excep DWAC") system in Participant account
(NOTE: DO NOT LEAVE BLANK - A SPEC	124, 2010 INC CALLEND	DAR DATE OR EVENT IS REQUIRED)
In the eyent that Issuer desires an extension Agent shall send DTC a notice requesting that the I Such notice shall be sent to DTC's anderwriting E legible telecopy, registered or certified mail, overnisuch notice is in DTC's possession no later than the specified for elimination of the Deliyer Order awcorplora deceasing. It sent by telecopy, such in Very truly yours,	Deliver Orde Department, ight delivery ne close of bo Chill. It'sen otice shall be Mulubank I By. Federa	en Civil be eliminated as of a specified date Eligibility Section by a secure means (e.g.)) in a timely manner designed to assure that usiness two business days prior to the date at by email, such notice shall be sent t
		: Member and Manager
Received and Accepted THE DEPOSITORY TRUST COMPANY	By:	Nathurized Officer's Signature VACD SCMMENS 2/9/10 Print Name & Date
		Conssier, Lapplicable
OTCC.	Вуг	North reized Officer 8 Signature
		Print Name & Date
The Depository Trust & Stearing Corporation Sheet		Million and American

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

THIS PURCHASE MONEY NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, THAT IS EXCHANGEABLE FOR A PERMANENT GLOBAL NOTE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN.

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAW (IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY AST"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT. THE INVESTMENT COMPANY ACT, ALL OTHER APPLICABLE LAWS OF THE UNITED STATES OF ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SHT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL AND PAYING AGENCY AGREEMENT"). THE NOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PUNCHASE MONEY NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPILANCE WITH THE SECURITIES ACT, OTHER APPLICABLE LAWS OF ANY THE INVESTMENT COMPANY ACT AND ALL' JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HERSIN (A) TO A TRANSFEREE (1) THAT IS A "QUALIFIED PURCHASER" WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUANTIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (III) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION AND (V) AGREES TO PROVIDE NOTICE TO ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND (3) THAT IS A PERSON WHOM THE SELLER REASONABLY

BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND, IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SATFORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

THIS PURCHASE MONEY NOTE IS NOT TRANSFER BLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMEN ANY SADE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITH STANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE PAYING AGENT OR ANY INTERMEDIARY. EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSFEREN. IN ADDITION TO THE FOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTONAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

PRINCIPAL OF THIS PURCHASE MONEY NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE PAYING AGENT.

EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR

SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT TO ANY FOREIGN, FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS ACQUISITION, HOLDING (INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF RIGHTS HEREUNDER) AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A FOREIGN, GOVERNMENTAL OR CHURCH PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR FOREIGN, FEDERAL, STATE OR LOCAL LAW).

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY "DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY PURCHASE MONEY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

FOR THE PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE FEDERAL DEPOSIT INSURANCE SORPORATION AT 55017TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE FDIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

THE FAILURE TO PROVIDE THE ISSUER, THE CUSTODIAN OR THE PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

INTERESTS IN THIS GLOBAL NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$500,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.

PURCHASE MONEY NOTE

Certificate No.:

NT CL A-2 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$0 (Zero and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2013 (the "<u>Maturity Date</u>") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Morey Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the issue with respect to this Purchase Maney Note shall be subject to the priority of payments set forth in Section 3.1 of the Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchase Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FOIO as Receiver as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Fargo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuar and any new or successor eustedian and paying agent, the "Custodial and Paying Agency Agreement"). This Rurchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

This Purchase Money Note may not be prepaid, in whole or in part, without the prior written consent of the Purchase Money Notes Guarantor. Any amount repaid or prepaid pursuant to this Purchase Money Note may not be reborrowed.

The Holder, by acceptance of this Purchase Money Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the rights of the Issuer pursuant to the Custodial and Paying Agency Agreement or any Ancillary Documents or under any certificate or other writing delivered in connection therewith, against the Paying Agent or the Servicer or any of their Affiliates.

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesota. If any payment of principal of, or any other amount owed by the Issuer pursuant to, this Purchase Money Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set forth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the Accounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is a registered note and may be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issuer of the requested transfer) of this Purchase Money Note for registration and transfer, duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its attorney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferee, the Paying Agent shall promptly register the transfer record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon legistration of the transfer by the Paying Agent. Prior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a transferee of this Purchase Money Note that a new Purchase Money Note be issued or upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of this Purchase Money Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it, or (b) in the case of a request by a transferee that a new Purchase Money Note be issued or in the case of mutilation, upon surrender and cancellation of the Purchase Money Note, within two Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Paying Agent, the Servicer and any agent of any of the foregoing, may treat the Person in whose name this Purchase Money Note is registered as the owner and Holder hereof for all purposes, and none of the foregoing shall be affected by notice to the contrary.

The occurrence or continuance of any one or more of the following events, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of Law or otherwise, shall constitute an "Event of Default" pursuant to this Purchase Money Note:

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties; (vi) files an answer or other pleading a uniting or falling to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (i) through (v): (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due or (viii) at least sixty (60) days have passed following the commencement of any proceeding against the Issuer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similal relief under any law, and such proceeding has not been dismissed, or at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Lesuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (60) days have passed following the expiration of the stay if such appointment has not been vacated.

Upon the occurrence of an Event of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the Issuer, declare this Purchase Money Note to be immediately due and payable, together with any other amounts to wed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, he unpaid principal amount of this Purchase Money Note and any other amounts owed by the Issuer pursuant to this Purchase Money Note, shall forthwith become immediately due and payable without the necessity of any presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Issuer. If an Event of Default specified in paragraph (b) above occurs, this Purchase Money Note shall forthwith automatically become immediately due and payable, both as to principal and as to any other amounts owed by the Issuer pursuant to this Purchase Money Note, without any action on the part of the Holder and without the consent of the Purchase Money Notes Guarantor.

If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holder pursuant to or in connection with the Purchase Money Notes Guaranty, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holder with respect to any claim to which such payment relates to the extent of such payment, and the Holder, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes

Guarantor any and all claims it may have against the Issuer or others and for which the Holder receives payment from the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guaranty. Upon the request of the Purchase Money Notes Guarantor, the Holder shall execute written assignments of such claims.

The Issuer shall pay to the Holder hereof such additional amounts as shall be sufficient to pay the Holder's actual and reasonable costs and expenses of collection, including without limitation reasonable attorneys' fees.

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission or waiver on any one coasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Purchase Money Note are absolute and unconditional and shall not be affected by any circumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment or other right that the Issuer may have against the Holder hereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note 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 (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) 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 pursuant to this Purchase Money Note.

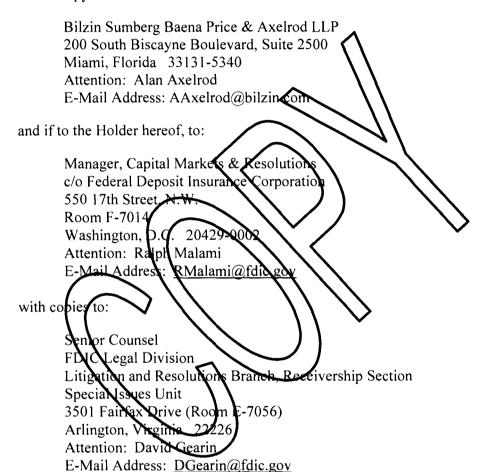
If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC 700 NW 107 Avenue, Suite 400 Miami, Florida 33172

Attention: Thekla Blaser Salzman

E-Mail Address: Thekla.Salzman@rialtocapital.com

with a copy to:



In case any one or more of the provisions hereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Purchase Money Note shall bind the Issuer and the successors of the Issuer, and the term "Issuer" herein shall include the successors of the Issuer.

The terms of this Purchase Money Note may be amended from time to time only by the written agreement of the Issuer and the Holder, subject in all instances to the terms of the Purchase Money Notes Guaranty.

In any case in which consent of the Holder is required pursuant to the terms of this Purchase Money Note, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note 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 Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC, a "<u>Non-FDIC Holder</u>"), on behalf of itself and its Affiliates, 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 of any of its Affiliates commenced by any Holder (if such Holder is the FDIC), the Holder that is the FDIC, the "FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note 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 sourt in which the FDIC Holder files the suit, action or proceeding without the consent of the FDIC Holder;

District Court for the Southern District of New York or the United States District Court for the District o 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 FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder;
- (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 the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder, 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 FDIC Holder; and
- (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 palagraph (a)(iii) above, 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 disputeresolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-EDIC 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 paragraph (a) above may be enforced in any court of competent jurisdiction
- (c) Subject to the provisions of paragraph (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby here ocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to paragraph (a) or paragraph (b) above may be effected by the mailing of copies thereof by registered or certified mall, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); provided, however, that nothing contained in this paragraph (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in paragraph (a), paragraph (b) or paragraph (c) above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in paragraph (a)(iii) and paragraph (a)(iv) above, 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.

EACH OF THE ISSUER AND THE 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 PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

On or after the 40th day after February 9, 2010, interests in this Temporary Regulation S Global Note may be exchanged (free of charge) for interests in a permanent Regulation S Global Note. The permanent Regulation S Global Note shall be so issued and delivered in exchange for only that portion of this Temporary Regulation S Global Note in respect of which there shall

have been presented to the Depository by Euroclear or Clearstream a certification to the effect that it has received from or in respect of a person entitled to a beneficial interest (as shown by its records) a certification that the beneficial interests in such Temporary Regulation S Global Note are owned by persons who are not U.S. Persons.

On an exchange of the whole of this Temporary Regulation S Global Note, this Temporary Regulation S Global Note shall be surrendered to the Depository at its office. On an exchange of only part of this Temporary Regulation S Global Note, details of such exchange shall be entered by or on behalf of the Issuer in Schedule A hereto. If, following the issue of a permanent Regulation S Global Note in exchange for some of the Purchase Money Notes represented by this Temporary Regulation S Global Note, further Purchase Money Notes are to be exchanged pursuant to this paragraph, such exchange may be effected, without the issue of a new permanent Regulation S Global Note, by the Issuer or the Depository endorsing Schedule A of the permanent Regulation S Global Note previously issued to reflect an increase in the aggregate principal amount of such permanent Regulation S Global Note by an amount equal to the aggregate principal amount of additional Purchase Money Notes to be exchanged.

Interests in this Global Note may be exchanged for a beneficial interest in the corresponding Rule 144A Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forth in the Castodial and Paying Agency Agreement.

This Global Note is subject to mandatory exchange for the corresponding Certificated Notes under the limited circumstances set forth in the Custodial and Paying Agency Agreement.

Upon redemption, repayment, exchange of or increase in any interest represented by this Global Note, this Global Note shall be endorsed on Schedule A hereto to reflect the reduction of or increase in the principal amount evidenced hereby.

Title to Rurchase Money Notes shall pass by registration in the Purchase Money Notes Register kept by the Purchase Money Notes Registrar, which initially shall be the Paying Agent.

No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Initial Member as of the date first shown above.

Multibank 2009-1 RES-ADC Venture, LLC

By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

The following exchanges, redemptions, repayments of or increase in the whole or a part of the Purchase Money Notes represented by this Global Note have been made:

Original principal amount of this Global Note	Part of principal amount of this Global Note exchanged/redeemed/ repaid/increased	Remaining Principal amount of this Global Note following such exchange/redemption/ repayment/increase	Notation made by or on behalf of the Issuer
2/			<u>.</u>
//			
	amount of this	Original principal amount of this dlobal Note exchanged/redeemed/	Original principal amount of amount of this Global Note amount of this Global Note occupancy of this Global Note exchanged/redeemed/ exchange/redemption/

SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA	10018	October 24, 2008
Freedom Bank	Bradenton	F	10019	October 31, 2008
Security Pacific Bank	Los Angeles	KA	10020	November 7, 2008
Franklin Bank, SSB	Houston	/XŢ	10021	November 7, 2008
The Community Bank	Loganville	GA'	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10036	December 12, 2008
Haven Trust Bank	Quluth	GA	10027	December 12, 2008
Bank of Clark Count	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Salt Dake Citx	UT	10031	January 30, 2009
Oca a National Bank	Ocala	FL	10032	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gun Coast	Cape Coral	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009

THE DEPOSITORY TRUST COMPANY (DTC) ELIGIBILITY QUESTIONNAIRE DTC is a subsidiary of The Depository Trust & Clearing Corporation

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusip numbers, interest rates, and final maturities at least seven business days prior to the closing date.

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
Please indicate whether or not the issue is a "security" as such term is	Transfer Agent Contact i'hone
defined in Article 8 of the New York Uniform Commercial Code	
Yes No	Paying Agent Name
Please indicate whether or not the issuer is a United Kingdom entity Yes No	Paying Agent Contact Phone
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	\sim \\
Issuer relying on Section 3/5(7) of the '40 Act	Remarketing Agent Manie
Exempt under Rule 3(a)(2) of the '33 Act	<i></i>
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agent name
Multibank 2009-1 RES-ADC VENTURE LLC	
	Phone Phone
State of Incorporation or State of Municipality Issue Principal Amt/Offering amt: ENGIBLETY ONLY	NOTE WHITING PROCESSING INFORMATION TO BE
	COMPLETED FOR ALL ISSUES Will the Securities be (check one.)
Closing Date:	Eligible as FAST (Fast Automated Security Transfer) issue?
lls this a book-entry-only issuo (with no certificates available to investors)? Yes No	Yes If Yes, FAST #
(If yes, a Letter of Representations is required)	No 171831 "
Does this issue contain a put/tender feature. Yes No	If no, provide the date the securities will be delivered to DTC
(If yes, a Letter of Representations for not chool-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name
Load Underwriter	Phone
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing For additional information, please contact DTC's
DTC Participant account number to be credited at the time of	Interface Underwriting Department at the numbers provided
closing:	
If lead underwriter is not a DTC Particpant, please provide clearing DTC Participant information.	X Underwriter
	Financial Addisor
Clearing DTC Participant	Clearing DAC Participant
r'ontact Phone	Authorized Officer's Signature

^{*}For non-investment grade Rule 144A issues, PORTAL approval is required. Contact NASD at (202)728-8479

CUSIP INFORMATION

	Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
1	_	0.00%	2/25/2012	0	T	
2		0.00%	2/25/2012	0	T	
3	_	0.00%	2/25/2013	0	Т	
4		0.00%	2/25/2013	0	T	
5	_	0.00%	2/25/2014	0	T	
6	_	0.00%	2/25/2014	0	ТТ	
7						
8						
9			<			
10						
11						
12						
13						
14						
15						
16			211			
17				11		
18						
19			1			
20			11			

DTC Underwriting Department Phone Numbers:

Issue Eligibility:		Authori	zation for Closing:
Municipal	(212)855-3704	Closing	(212)855-3752/53/54/55
Fax	(212)855-3726/28	Fax	(212)855-3607
Underwriting Proc	essing:	Departr	nent Managers:
	(212)855-3752/53/54/55		(212)855-3793/3733
Fax	(212)855-3607	Fax	(212)855-3726-3728

Interface/Underwriting:

(212)855-8820/8821 Fax (212)855-8703/8707

DTC Mailing Addresses:

Underwriting Dept Attention: Eligibility Department The Depository Trust Company 55 Water Street, 28th Floor New York, NY 10041-0099

Delivery of Securities to DTC

Attent Interface/Underwriting Dept. The Depository Trust Company 55 Water Street; ISL - (Underwriting Securities) New York, NY 10041-0099

^{*} C=Capital Appreciation, P=Put, S= Serial, T=Term

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understand vith respe et to all issues (the curities") that Issuer shall request to be made eligible for deposit The Dipository Trust C mpany ("DTC"). Issuer is: (Note: Issuer shall r present on cross out the other.) Delaware -fineorporated in [formed under the laws of] ot the Securities for deposit at DTC, and to act in accordance with DTC respect to the Issuer represents to DTC that issuer ctrities. Operational Arrangements, as they may be ated in DTC will comply with the requirement amended from time to time. truly yours. Multibank 2009-1 RES-ADC Venture, 11.0 ments that DTC Schedule A contain egeral Deposit Insurance Corporation as believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions. of effecting book-entry trans as Sole Member and Manager s of securities distributed through DTC, and ain related Bo matters. (Authorized Officer's Signature) Received and Accepted THE DEPOSITORY TRUST COMPANY Print Name) c o fiedera. Deposit insurance Corporation 580 ["" Street, NW (Room v-70) 1. Wishington, D.C. 2:429-00(2) States (Column) (202) 898-3713 Phone Northwest The Depository Trust & Clearing Corporation RMalami d'fdie gev destant Nddress.

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be appaicable only to certain issues)

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If; however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities deposited Jimited-p se trust company organized under the New York Banking Law, a "banking organization" within of the New York Banking Law, a n caning member of the Federal Reserve System, a "clearing corpora bearing of the New York Uniform tion' th in Commercial Code, and a "clearing agency" regist Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asso million issues of U.S. and non-U.S. over 3 equity issues, corporate and municipal debt is ues and money i t instruments (from over 100 countries) that DTC's participants ("Direct Participants") depos pose-trade settlement among b DTC. DTC tacilitates the Direct Participants of sales and other securities trans ns in depos securities, through electronic computerized book-entry transfers and pledges between Direct Pa-This climinates the need for physical other organizations. DTC is a wholly-way (C*). DTCC with the control of the contr movement of securities certificates dealers, banks, trust companies aring corporations certain subsidiary of The Depository T & Clearing Corporation [C"). DTCC is the holding company for DTC. National Securities Clearing Co tation and Fixed ng Corporation, all of which are registered clearing agencie y the users of its liuries. Access to the DTC system is also available to others such ind non-U.S. secui and dealers, banks, trust companies, and ationship both a Direct Participant, either directly clearing corporations that eleor maintain a custodi highest rung: AAA. The DTC Rules applicable or indirectly ("Indirect Participants"). DVC is Standard & Po and Exchange to its Participar e on file with the Sect ornmission. More information about DTC can be found at www.dice.com and www.dtc.org
- the DFC system must be made by or through Direct Participants, $P_{\rm Hr}$ of Securities under which will receive a d for the Securities DTC's records. The ownership interest of each actual purchaser of each Security ("Benefic (wner") is in ti o be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no give written donfirmation from DTC of their purchase. Beneficial Owners arc. however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6] Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, D4C's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (nor any other DTC commes) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's LMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to I such as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting hights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing utashed to the Omnibus Proxy).
- Americs on the Securitie Redemption proceeds, distributions, ar idend will be made to Code uthorized representative of DTC, QTS's practice is to funds and corresponding detail information from Issuer & Co., or such other nominee a credit Direct Participants' accounts. pon DTC dings shown on DTC's records. Payments by or Agent, on payable date in adcordance with their Participants to Beneficial Owner ll be governed by ctions and customary practices, as is the case gistered in "street name," and will be the with securities he or the accoun of customers in be subject to any statutory or regulatory responsibility such Participant not of DTC, Ag requirements a to time. Paymer edemption proceeds, distributions, and dividend ited by an authorized representative of DTC) is payments to C & Co. (or such other ince as may be re rsement of su the responsibil payments to Direct Participants will be the of Issuer or Agent, responsibility of D , and disbursement of Beneficial Owners will be the responsibility of payments to Direct and Indirect dicipants.
- [9. A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry of subtracted Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a saccessor depository is not obtained, Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 RES-ADC Venture, LLC

Name of Issuer and Co-Issuer(s) if applicable

Purchase Money Note due 2013

Security Description including series designation if applicable

CUSIP Number(s) of the Securities

- 1. n the name of DTC's nominee, Cede Issuer represents that at the time of initial registration & Co., the Securities were Legally or Contractually Restricted Securities and were eligible for transfer under Regulation S under the Securities Act of 1933, as amended (the "Securities Act"), and identified by SIP or CINS identification number a CUSIP or CINS identification number that was different m any assigned to any securities of the same class that were not Ily or Connactually Restricted Securities. Issuer shall ensure that a CUSIP or CINS ident is obtained for all unrestricted securities entification number assigned to a Legally or of the same class that is different from any Cl Contractually Restricted Security of such class TC promptly in the event that it is unable to do so.
- Issuer and Agent acknowledge that as Cede & Co. is a record owner of the Securities, Cede & shali be entitled to all applicab ng rights and receive the full amount of all distributions payable thereto. Issuer and ent acknowledge that DTC shall treat any DTC DTC accounts as entitled to the full benefits of Participant ("Rart cipant") having S ecurities credited to ownership of such Securities. Without limiting the generality of the preceding sentence, Issuer and Agent acknowledge that DTC shall treat any Participant having Securities credited to its DTC accounts as entitled to receive distributions (and voting rights, it any) in respec t of the Securities, and to receive from DTC certificates evidencing Securities. Issu nd Agent recognize that DTC does not in any way undertake to. responsibility to and shall not have an monitor or ascertain the compliance of any transactions in the Securities with any of the procisions: (a) of Rule 144A; (b) of other exemptions from registration under the Securities Act or any other state or federal securities laws; or (c) of the offering documents.

Agent in a social and as above some a toward Trasposition for the first Agent to such action of a proposition the three if Representations to word mades rather than temporalists



The Depository Trust & Clearing Corporation

A "Legally Restricted Security" is a security that is a restricted security, as refined in Rate 14 bands. A "scontingualists Restricted Nector by his a sector by that upon issuance and community thereafter can only be und passuant to Regulation Stunger, the Securities Act. Rule 144 A. Rule 144, or an a transaction exempt from the registration remainments or the Securities Act pursuant to Next in 40, the Next thes Act and not show and any public offering, the course of our short are the sections is a full back and to the provisions of Role 144 including Rate 144 on Fight will thereby cease to be a 10 statachastic Re-tricted Security 10 statistics of times definition, in other for a depositary receipt to be considered a Terrory of Contractionly Restricted Sections of the order one seconds in 18th 1860 zera. The anily of Construction is Respected Security.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 RE	ES-ADC Venture, LLC
Name of Issuer and Co	o-Issuer(s) if applicable
Purchase Mone	ey Note due 2013
Security Description includin	g series designation if applicable
CUSIP Number((s) of the Securities
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 R	REGULATION S SECURITY ISSUANCES:
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT A	APPECABLE.)
Rule 903 of the Securities Act of 1933. Issuer had eligible for transfer pursuant to Regulation S. which identification number (the "Regulation S Securities deliveries via DTC's Deposit/Withdrawal at Cus maintained by banks that act as depositaries for Clear	are Category 3 Regulation S securities as defined in as requested that, with respect to Securities that are have been identified by a separate CUSIP or CINS "), DTC will not effect book entry deliveries (except todian (DWAC") system in Participant accounts retream Banking société anonyine and Euroclear) until h.21, 2016
	COLLENDAR DATE OR EVENT IS REQUIRED)
Agent shall send DTC a notice requesting that the De Such notice shall be sent to DTC's Underwriting De legible telecopy, registered or certified malk overnig such notice is in DTC's possession no later than the specified for elimination of the Deliver Order Co	or shortening of this "Deliver Order Chill," Issuer or eliver Order Chill be eliminated as of a specified date, particular, Eligibility Section by a secure means (e.g., ht delivery) in a timely manner designed to assure that close of business two business days prior to the date hill. If sent by email, such notice shall be sent to see shall be sent to (212) 855-3274 or (212) 855-5004. Multibank 2009-1 RES-ADC Venture, (10 By: Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Insutations as Sole Member and Manager
Received and Accepted THE DEPOSITORY TRUST COMPANY	By: Notherized Officer's Signature FIGURALD SOMMERS 2/9/10
By:	Print Name & Date
	Coolsyner, (Гарріка b íe
DTCC.	By: Vathurized Officer's Signature
The Depository Trust &	Print Name & Date
Clearing Corporation	The state of the s

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

THIS PURCHASE MONEY NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, THAT IS EXCHANGEABLE FOR A PERMANENT GLOBAL NOTE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN.

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAW IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION! AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY AST"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT Y ACT. ALL OTHER APPLICABLE LAWS OF THE UNITED STATES OF ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL AND PAYING AGENCY REEMENT"). THE NOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PUNCHASE MONEY NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT. THE INVESTMENT COMPANY T AND ALL OTHER APPLICABLE LAWS OF ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN (A) TO A TRANSFEREE (1) THAT IS A "QUALIFIED PURCHASER" WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUANTIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE SSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (III) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS. BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION AND (V) AGREES TO PROVIDE NOTICE TO ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND (3) THAT IS A PERSON WHOM THE SELLER REASONABLY

BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND, IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

THIS PURCHASE MONEY NOTE IS NOT TRANSFER BLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMEN ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE PAYING AGENT ON ANY INTERMEDIARY. EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTION'S SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSFEREN. IN ADDITION TO THE FOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTONAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

PRINCIPAL OF THIS PURCHASE MONEY NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE PAYING AGENT.

EACH PURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR

SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT TO ANY FOREIGN, FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS ACQUISITION, HOLDING (INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF RIGHTS HEREUNDER) AND DISPOSITION OF THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A FOREIGN, GOVERNMENTAL OR CHURCH PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR FOREIGN, FEDERAL, STATE OR LOCAL LAW).

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN ANTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY PURCHASE MONEY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

FOR THE PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, A SAMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE FEDERAL DEPOSIT INSURANCE CORPORATION AT 55017TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE FDIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

THE FAILURE TO PROVIDE THE ISSUER, THE CUSTODIAN OR THE PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

INTERESTS IN THIS GLOBAL NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$500,000 AND INTEGRAL MULTIPLES OF U.S.\$1,000 IN EXCESS THEREOF.

PURCHASE MONEY NOTE

Certificate No.:

NT CL A-3 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$0 (Zero and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2014 (the "<u>Maturity Date</u>") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Morey Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the issue with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchase Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FRIC as Receiver as Collateral Agent pursuant to the Reimbursement, Security and Guarant, Agreement, and Wells Fargo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuar and any new or successor euctedian and paying agent, the "Custodial and Paying Agency Agreement"). This Rurchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

This Purchase Money Note may not be prepaid, in whole or in part, without the prior written consent of the Purchase Money Notes Guarantor. Any amount repaid or prepaid pursuant to this Purchase Money Note may not be reborrowed.

The Holder, by acceptance of this Purchase Money Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the rights of the Issuer pursuant to the Custodial and Paying Agency Agreement or any Ancillary Documents or under any certificate or other writing delivered in connection therewith, against the Paying Agent or the Servicer or any of their Affiliates.

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesota. If any payment of principal of, or any other amount owed by the Issuer pursuant to, this Purchase Money Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set forth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the Accounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is a registered note anomay be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issuer of the requested transfer) of this Purchase Money Note for registration and transfer, duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its attorney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferee, the Paying Agent shall promptly register the transfer record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon legistration of the transfer by the Paying Agent. Frior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a transferee of this Purchase Money Note that a new Purchase Money Note be issued or upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft destruction or mutilation of this Purchase Money Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it, or (b) in the case of a request by a transferee that a new Purchase Money Note be issued or in the case of mutilation, upon surrender and cancellation of the Purchase Money Note, within two Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Paying Agent, the Servicer and any agent of any of the foregoing, may treat the Person in whose name this Purchase Money Note is registered as the owner and Holder hereof for all purposes, and none of the foregoing shall be affected by notice to the contrary.

The occurrence or continuance of any one or more of the following events, whether such occurrence is voluntary or involuntary or comes about or is effected by operation of Law or otherwise, shall constitute an "Event of Default" pursuant to this Purchase Money Note:

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) files a (b) voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement): (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiecces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties; (vi) files an answer or other pleading admitting or falling to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (i) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due or viii) at least sixty (60) days have passed following the commencement of any proceeding against the Issuer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similal relief under any Law, and such proceeding has not been dismissed, or at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Lesuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (60) days have passed following the expiration of the stay if such appointment has not been vacated.

Upon the occurrence of an Event of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the Issuer, declare this Purchase Money Note to be immediately due and payable, together with any other amounts owed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, he unpaid principal amount of this Purchase Money Note and any other amounts owed by the Issuer pursuant to this Purchase Money Note, shall forthwith become immediately due and payable without the necessity of any presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Issuer. If an Event of Default specified in paragraph (b) above occurs, this Purchase Money Note shall forthwith automatically become immediately due and payable, both as to principal and as to any other amounts owed by the Issuer pursuant to this Purchase Money Note, without any action on the part of the Holder and without the consent of the Purchase Money Notes Guarantor.

If and to the extent the Purchase Money Notes Guarantor makes any payment to the Holder pursuant to or in connection with the Purchase Money Notes Guaranty, the Purchase Money Notes Guarantor shall be subrogated to all of the rights of the Holder with respect to any claim to which such payment relates to the extent of such payment, and the Holder, upon acceptance of any such payment, will be deemed to have assigned to the Purchase Money Notes

Guarantor any and all claims it may have against the Issuer or others and for which the Holder receives payment from the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guaranty. Upon the request of the Purchase Money Notes Guarantor, the Holder shall execute written assignments of such claims.

The Issuer shall pay to the Holder hereof such additional amounts as shall be sufficient to pay the Holder's actual and reasonable costs and expenses of collection, including without limitation reasonable attorneys' fees.

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission or waiver on any one coasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Purchase Money Note are absolute and unconditional and shall not be affected by any arcumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment or other right that the Issuer may have against the Holder bereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note 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 (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) 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 pursuant to this Purchase Money Note.

If to the Issuer, to:

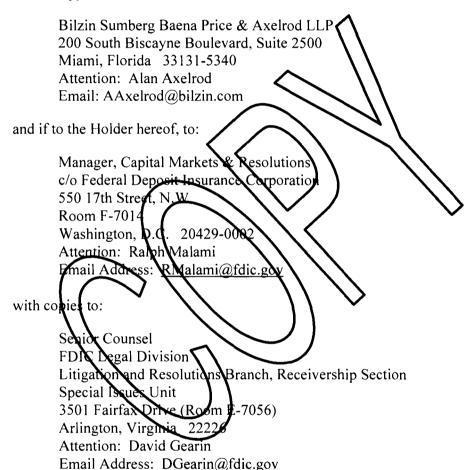
Multibank 2009-1 RES-ADC Venture, LLC 700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

Email: Thekla.Salzman@rialtocapital.com

with a copy to:



In case any one or more of the provisions hereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Purchase Money Note shall bind the Issuer and the successors of the Issuer, and the term "Issuer" herein shall include the successors of the Issuer.

The terms of this Purchase Money Note may be amended from time to time only by the written agreement of the Issuer and the Holder, subject in all instances to the terms of the Purchase Money Notes Guaranty.

In any case in which consent of the Holder is required pursuant to the terms of this Purchase Money Note, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note 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 Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC, a "Non-FDIC Holder") on behalf editself and its Affiliates, 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 any Holder (f such Holder is the NDIC; the Holder that is the FDIC, the "FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document, and waives any right to:
- (A) remove or transfer such shit, action or proceeding to any court or dispute-resolution forum other than the cour in which the FDIC Holder files the suit, action or proceeding without the consent of the FDIC Holder;
- (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 o Columbia; or

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 FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder;

- (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 the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note 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 FDIC Holder, 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 FDIC Holder; and
- (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 paragraph (a)(iii) above, 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 disputeresolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-EDIC 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 paragraph (a) above may be enforced in any court of competent jurisdiction.
- Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summouses in any suit, action or proceeding pursuant to paragraph (a) or paragraph (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); provided, however, that nothing contained in this paragraph (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, 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.

EACH OF THE ISSUER AND THE 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 PURCHASE MONEY NOTE

AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

On or after the 40th day after February 9, 2010, interests in this Temporary Regulation S Global Note may be exchanged (free of charge) for interests in a permanent Regulation S Global Note. The permanent Regulation S Global Note shall be so issued and delivered in exchange for only that portion of this Temporary Regulation S Global Note in respect of which there shall have been presented to the Depository by Euroclear or Clearstream a certification to the effect that it has received from or in respect of a person entitled to a beneficial interest (as shown by its records) a certification that the beneficial interests in such Temporary Regulation S Global Note are owned by persons who are not U.S. Persons.

On an exchange of the whole of this Temporary Regulation S Global Note, this Temporary Regulation S Global Note shall be surrendered to the Depository at its office. On an exchange of only part of this Temporary Regulation S Global Note details of such exchange shall be entered by or on behalf of the Issuer in Schedule A herett. If, following the issue of a permanent Regulation S Global Note in exchange for some of the Purchase Money Notes represented by this Temporary Regulation S Global Note, further Purchase Money Notes are to be exchanged pursuant to this paragraph, such exchange may be effected, without the issue of a new permanent Regulation S Global Note, by the Issuer or the Depository endorsing Schedule A of the permanent Regulation S Global Note previously issued to reflect an increase in the aggregate principal amount of such permanent Regulation S Global Note by an amount equal to the aggregate principal amount of additional Furchase Money Notes to be exchanged.

Interests in this Global Note may be exchanged for a beneficial interest in the corresponding Rule 144A Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forth in the Custodial and Paxing Agency Agreement.

This Global Note is subject to mandatory exchange for the corresponding Certificated Notes under the Immed circumstances set forth in the Custodial and Paying Agency Agreement.

Upon redemption repayment, exchange of or increase in any interest represented by this Global Note, this Global Note shall be endorsed on Schedule A hereto to reflect the reduction of or increase in the principal amount evidenced hereby.

Title to Purchase Money Notes shall pass by registration in the Purchase Money Notes Register kept by the Purchase Money Notes Registrar, which initially shall be the Paying Agent.

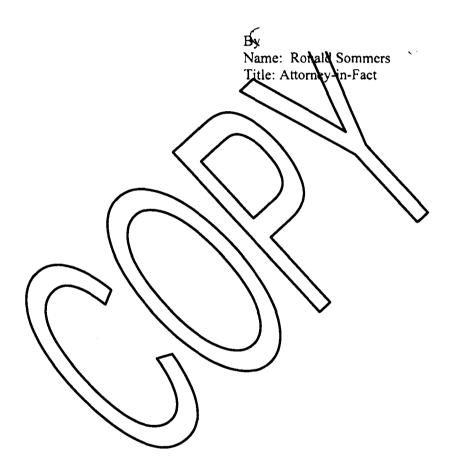
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Initial Member as of the date first shown above.

Multibank 2009-1 RES-ADC Venture, LLC

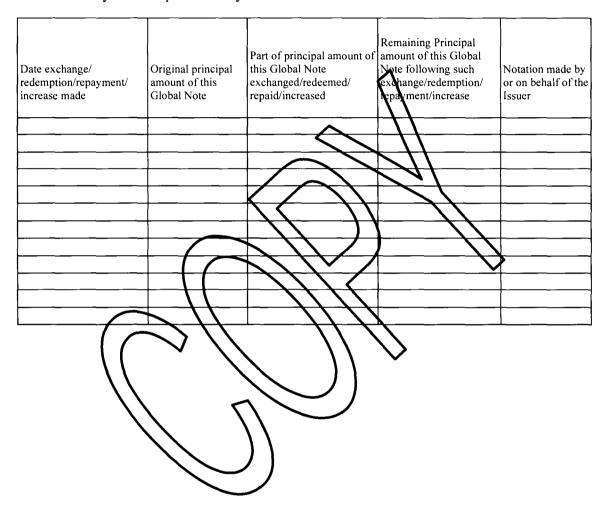
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

The following exchanges, redemptions, repayments of or increase in the whole or a part of the Purchase Money Notes represented by this Global Note have been made:



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	\ GA	10018	October 24, 2008
Freedom Bank	Bradenton	F L	10019	October 31, 2008
Security Pacific Bank	Los Angeles	/ c/4 :	10020	November 7, 2008
Franklin Bank, SSB	Houston		10021	November 7, 2008
The Community Bank	Loganville	(A)	10022	November 21, 2008
First Georgia Community Bank	lackson	6A	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	18026	December 12, 2008
Haven Trust Bank	Quluth	GA	18020	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	J anuary 23, 2009
MagnetBank	Salt Lake City	UT	10031	January 30, 2009
Ocala National Bank	Ocala	FL	10032	January 30, 2009
FirstBank Financial Services	McDondugh	GA	10036	February 6, 2009
Cornbett Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Coral	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009

THE DEPOSITORY TRUST COMPANY (DTC) ELIGIBILITY QUESTIONNAIRE DTC is a subsidiary of The Depository Trust & Clearing Corporation

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusip numbers, interest rates, and final maturities at least seven business days prior to the closing date.

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact Phone
Please indicate whether or not the issue is a "security" as such term is defined in Article 8 of the New York Uniform Commercial Code	
Yes No	Paying Agent Name
Please indicate whether or not the issuer is a United Kingdom entity	Paying Agent Contact Phone
Yes No	
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the 33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Issuer relying on Section 3-0(7) of the '40 Act	Remarketing Agent Varic
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agent name
Multibank 2009-1 RES-ADC VENTURE LLC	
	Tender Agent Contact Phone
<u> </u>	
State of Incorporation or State of Municipality	INDERWITTING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering Cmt: PUGIBILINY ONLY	COMPLETED FOR ALL ISSUES
Closing Date:	Will the Securities be (check one)
ils this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue
(If yes, a Letter of Representation as required)	Yes If Yes, FAST #
Does this issue contain a put/tender feature. Yes No	If no, provide the date the securities will be delivered to DTC
elf yes, a Letter of Representations for non-book-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	The William My mg of delivering the recurrency
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name
Lead Underwriter	Phone
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing. For additional information, please contact DTC's
DTC Participant account number to be credited at the time of	Interface Underwriting Department at the numbers provided
closing:	
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial Advisor
Clearing DTC Participant	Clearing D/IC Particfpant
	BY
ontact Phone	Authorized Officer's Signature

^{*}For non-investment grade Rule 144A issues, PORTAL approval is required. Contact NASD at (202)728-8479

CUSIP INFORMATION

	Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
1		0.00%	2/25/2012	0	T	
2		0.00%	2/25/2012	0	T	
3		0.00%	2/25/2013	0	т	
4		0.00%	2/25/2013	0	<u> </u>	
5		0.00%	2/25/2014	0	T	
6		0.00%	2/25/2014	0	T	
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18				7		
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20						

^{*} C=Capital Appreciation, P=Put, S= Serial, T=Term

DTC Underwriting Department Phone Numbers:

Issue Eligibility:	
Municipal	(212)855-3704
Fax	(212)855-3726/28
Underwriting Processing:	

(212)855-3752/53/54/55

Fax (212)855-3607

Interface/Underwriting:

Fax

(212)855-8820/8821 (212)855-8703/8707

Authorization for Closing:

Closing (212)855-3752 53 54'55 Fax (212)855-3607

Department Managers:

(212)855-3793.3733 Fax (212)855-3726.3728

DTC Mailing Addresses:

Underwriting Dept

Attention: Eligibility Department The Depository Trust Company 55 Water Street, 28th Floor New York, NY 10041-0099

Delivery of Securities to DTC

Attent Interface/Underwriting Dept The Depository Trust Company 55 Water Street; ISL - (Underwriting Securities) New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understand vith respe ct to all issues (th curities") that Issuer shall request to be made eligible for deposit by The Dipository Trust C mpany ("DTC"). Issuer is: (Note: Issuer shall r cross out the other.) Delaware -fineerporated in [formed under the laws of] ot the Securities ale for deposit at DTC, and to act in respect to the accordance with DTC Issuer represents to DTC that issuer Operational Arrangements, as they may be with the requiremen ated in DTC will compl amended from time to time. ery truly yours. Note. Multibank 2009-1 RES-ADC Venture, 14.0 Schedule A contain ments that DTC Federal Deposit Insurance Corporation as believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions, of effecting book-entry as Sole Member and Manager s of securities distributed through DTC, an un related 80 matters. (Authorized Other's Standare Received and Accepted THE DEPOSITORY TRUST COMPANY Print Name) c o Federal Deposit lasurance Corporation 550 Land Street, NW (Room o-7014 Washington, D.C., 20429-0002. eCountry) 1 18 80 (202) 898-3713 Phone Numbers The Depository Trust & Clearing Corporation RMalami a fdie gev Postani Address.

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain (ssues)

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.
- DTC, the world's largest securities deposited limited-b se trust company organized under the New York Banking Law, a "banking organization" within on the New York Banking Law, a n caning reasing of the New York Uniform thin th member of the Federal Reserve System, a "clearing Commercial Code, and a "elearing agency" registered pursuant the pro isions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides ass willion issues of U.S. and non-U.S. over 3.3 (from over 100 countries) that equity issues, corporate and municipal debt issues, and money r et instruments sy facilitates the post-trade settlement among DTC's participants ("Direct Participants") depos b DIC. DTČ ens in depos securities, through electronic computerized Direct Participants of sales and other securities tran ted' the need for physical book-entry transfers and pledger between Direct Pa ints This eliminate unties brokers and movement of securities certificates U.S. and non-U.S. Parti upani other organizations. DTC is a wholly-owned dealers, banks, trust companie aring corpor an "C"). DTCC is the holding company for D1C subsidiary of The Depository T & Clearing Cor ation and Fixed ng Corporation, all of which are registered National Securities Clearing Corpo ibsidiaries. Access to the DTC system is also clearing agencies the users of its r s own d ind non-U.S. secur available to others such and dealers, banks, trust companies, and ationship with a Direct Participant, either directly highest string: AAA. The DTC Rules applicable clearing corporation that clear through maintain a custodi or indirectly (1 ndi eet Participants"). D is Standard & Po to its Participar e on file with the Sect and Exchange pmission. More information about DTC can be found at www.d om and www.dtc.org
- of Securities under the DTC system must be made by or through Direct Participants. for the Securitie OTC's records. The ownership interest of each actual purchaser of which will receive a d each Security ("Benefic Owner") is in turn o be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no gve written onfirmation from DTC of their purchase. Beneficial Owners are, written confirmations providing details of the transaction, as well as periodic however, expected to receive statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership intensis in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the fransmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6.] Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor DTC consent or vote with respect to 1MI Procedures. Under its usual Securities unless authorized by a Direct Participar t in accordance with DTC procedures, DTC mails an Omnibus Proxy to Lisuer a assigns Cede & Co.'s consenting or voting lights to the record date. The Omnibus Proxy able after oon as to those Dir whise accounts Securities are articipants to credited on the record date (identified in a listing uttached to the Om aib**a**s Proxy).
- will be made to Cede Redemption proce idend p dyments on the Securitie & Co., or such other nominee as maized representative of DTC. QTS's practice is to unds and corresponding detail information from Issuer credit Direct Participants' accounts pon DTC or Agent, on payable date in a lance with their holdings shown on DTC's records. Payments by Participants to Beneficial Owner be governed by tions and customary practices, as is the case gistered in "street name," and will be the with securities he accol of customers in be not of DIC, Ago subject to any statutory or regulatory responsibility such_Partie to time. Paymer edemption proceeds, distributions, and dividend requirements a tted by an authorized representative of DTC) is ince as may be re payments to Clide & Co. (or such other of Issuer or Agent, the responsibility sement of su dayments to Direct Participants will be the responsibility of , and disbursement of ayments to e Beneficial Owners will be the responsibility of Direct and Indirect ncipants.
- [9] A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Kemarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the awnership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry capiti of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

Representations for Regulation S Securities to be included in DTC Letter of Representations

	Multibank 2009-1 RES-ADC Venture, LLC
e e e e e e e e e e e e e e e e e e e	Name of Issuer and Co-Issuer(s) if applicable
	Purchase Money Note due 2014
	Security Description including series designation if applicable CUSIP Number(s) of the Securities

- Issuer represents that at the time of initial retration ie name of DTC's nominee, Cede and were eligible for transfer & Co., the Securities were Legally or Contractually under Regulation S under the Securities Act of 1933, as mended (the Securities Act.), and identified by a CUSIP or CINS identification number that was SIP **o**r CINS identification number assigned to any securities of the same class that were not ally or Contractually Restricted Securities. cation nur Issuer shall ensure that a CUSIP or CINS ident is obtained for all unrestricted securities of the same class that is different from any CU ent fication number cassigned to a Legally or Contractually Restricted Security of TC promptly in the event that it is unable to do so.
- Issuer and Agent as Cede & Co. is a record owner of the acknowledge that Securities, Cede shall be entitled to all applicable voling rights and receive the full amount of all distributions day thereto. Issuer and Agent acknowledge that DTC shall treat any DTC Participant ("Participant") having Securities credited to its DTC accounts as entitled to the full benefits of ownership of such Securities. Without limiting the generally of the preceding sentence, Issuer and Agent acknowledge that DTC shall treat any Participant having Securities credited to its DTC accounts as entitled to receive distributions (and voting rights, it env) in respect of the Securities, and to receive from DTC certificates evidencing securities. Issuer and Agent recognize that DTC does not in any way undertake to. responsibility to monitor or ascertain the compliance of any transactions in the Securities with any of the provisions: (a) of Rule 144A; (b) of other exemptions from registration under the Securities Act or any other state or federal securities laws; or (c) of the offering documents.

Agent state of the trapestary. Trustee, that is impaired the Agent as democratic engineering by a perfect of the filter of the ruler may be appeared.



A "Legally Restricted Notice by a security that is a destricted security, as defined in Ring 1 Wear 3. A perorthecturity Restricted Security is a security that upon issuance and continuously increated continuously be sold pais and to serve, a sold suggestive Securities. Act, Rule 144 N. Rule 144, or in a transaction exclipt train the legistration requirements of the Security of Act parsmant to section 4 of the Securities Not additional avoiding any public. Heritage in transaction between that once the security of a pursuant to the provisions of Rule 144, are using Rule 144(b)(1), a will increose cause to Security Restricted Security in a territorian order for a deposition receipt to be considered in the infinition, an order for a deposition receipt to be considered in the infinition and the results of the continuous transactions.

The Depository Trust Company A subsidiary of The Depository Trust & Clearing Corporation

Representations for Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 R	.ES-ADC V	enture, LLC	
Name of Issuer and	l Co-Issuer(s) i	fapplicable	
Purchase Mon	iey Note du	e 2014	
Security Description inclu	ding series des	ignation if applicable	
CUSIP Numb	ber(s) of the Se	curities	
THE FOLLOWING APPLIES ONLY TO CATEGORY 3	DEMATI	ON S SECURITY ISSUANCES!	
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NO	T APPLICAB	ON 3 SECURITY ISSUANCES.	
	$\overline{}$	///	~
3. Issuer represents that the Securitie Rule 903 of the Securities Act of 1933 Issue			
eligible for transfer pursuant to Regulation S. wh	• •		
identification number (the "Regulation S Security			
deliveries via DTC's Deposit Withdraval at			
maintained by banks that act is depositances for Cl			
	rch 21, 207	0	
(NOTE: DO NOT LEAVE BLANK - A SPE	SIEJE CYTEI	DAR DATE OR EVENT IS REQUIR	≀ED)
In the event that issuer desires an extension	on ar shorte	ing of this "Deliver Order Chill,	"Issuer or
Agent shall send DTC a notice requesting that the			
Such notice shall be sent to DTC's Underwriting	Department	. Eligibility Section by a secure m	neans (e.g.,
legible telecopy, registered or certified mail, overs	night deliver	y) in a timely manner designed to	assure that
such notice is in DTC's possession no later than a	the close of	business two business days prior	to the date
specified for elimination of the Deliver Order			
uwcorplor/a dtcc.com. If sent by telecopy such to			855-5004.
Very truly yours,		k 2009-† RES-ADC Venture, LLC ral Deposit insurance Corporation as	
	1	rai Deposit insurance Corporation as aver for Various Failed Financial Instituti	ons
	8.8	sie Member and Manager	
	· ·	Issuer	
Received and Accepted	$\mathbf{B}\mathbf{y}_{i}$		
THE DEPOSITORY TRUST COMPANY		Authorized Officer's Signature	2101 -
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B: ,			
		Cookswer, if applicable	
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	By:	Nathorized Officer's Signature	
(A) DTCC			
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The Depository Trust &		reem state & Date	
Clearing Corporation Find	g - 2 - j • - 1	18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

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