Multibank Structured Transaction 2009-1 CML-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 ACCEPTARGE 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 PPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL N THIS PURCHASE AND PAYING AGENCY AGREEMENT REFERI MONEY NOTE (THE "CUSTODIAL PTANCE THIS PURCHASE MONEY THE HOLDER HEREOF, BY ITS AC NOTE, FURTHER REPRESENTS **ACKNOWLED** GES AND AGREES THAT IT OTHERWISE TRANSFER THIS WILL NOT REOFFER, RESELL, PLEDGE HEREIN) EXCEPT IN PURCHASE MONEY NOTE (OR AN COMPLIANCE WITH THE SECURITIES THE INVESTMENT COMPANY ANY JURISDICTION AND IN ACT AND ALL OTHER APPLICABLE L ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS AGENCY AGREEMENT SPECIFIED IN TRANSFEREE (1) THAT IS A "QUALIFIED REFERRED TO HEREIN (A) TO WITHIN THE MEANING OF SECTION 3(c)(7) OF THE PURCHASER' INVESTMENT COMPANY ACT PURCHASING OR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALTIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN OWNER OF THE PURCHASER IS A QUALIFIED EACH BENEFICIAN PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PLACHASER 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 TAK PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACN AURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND ACCESMENTS SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

THIS PURCHASE MONEY NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE AGREEMENT. ANY SALKOR TRANSFER CUSTODIAL AND PAYING AGENCY IN VIOLATION OF THE FOREGOING 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 RANGE AGENT OR ANY INTERMEDIARY EACH TRANSFEROROR THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NONCE 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 RAYING AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTE; 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 OF OTHER USE OF THIS PURCHASE MONEY NOTE FOR VALUE OR OTHER WISE 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., ROOMF-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 IN EXCESS THEREOF.



PURCHASE MONEY NOTE

Certificate No.: NT CL A-1 144A
ISIN No.:
CUSIP No.:

\$46,207,975.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-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 \$46,207,975.00 (Forty-Six Million Two Hundred Seven Thousand Nine Hundred Seventy-Five 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.

The principal of this Purchase Money Note is parable in such cold 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 of payments set forth in Section 5.1 of the Money Note shall be subject to the priority Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Tederal 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 Agent 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 custodian 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, Minnesota, If any payment of principal of, or any other amount owed by the Issuer pursuant to, this lurchase Money Note becomes due and payable on a day other than a Business Day, the muturity 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 Account 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 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 "**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 of 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 reol sanization, 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 New against the Issuer in any proceeding described in clauses (1) through (v); (vii) becomes usable 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 skyty 60 days have passed following the commencement of any proceeding against the Asuck seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, and such proceeding has not been distributed, of at least sixty (60) days have passed following the appointment of a trustee, redeiter 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 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 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 suer's obligations pursuant to this Furchese 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 CML-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 LLP

200 South Biscayne Boulevard, Suite 2

Miami, Florida 33131-3340

Attention: Alan Axerrod

E-Mail Address: AAxelrol@bilzin.com

and if to the Holder hereof, to

Manager, Capital Markets & Resolutions c/o Federal Deposit Insurance Corporation

550 17th Street N.W.

oom F-7014

Washington, D.C. 20429-0002

Attention: Ralph Malami

B.Mail Address: RMalani@fdic.gov

with copies to

Senior Coursel

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 Affiliates commerced by any Holder (If such Nolder is the FDIC; the Holder that is the HDIC, 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 for the 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; 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:

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- (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, andwaives 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 paragraph (a) above may be enforced in any court of competent jurisdiction.
- 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 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.

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 CML-ADC Venture, LLC

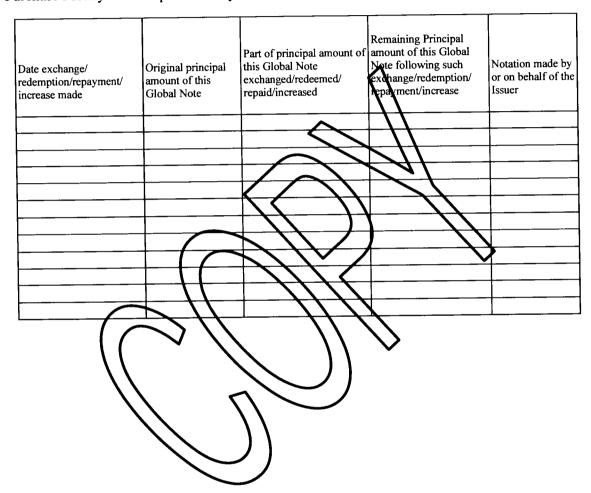
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



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
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA 1	10025	December 5, 2008
Haven Trust Bank	Dulush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Gilverton	OR	10041	February 20, 2009
FirstCity Bank	Stockhridge	GA	10047	March 20, 2009
Omri National Bank	Atlanta	ĢΑ	10048	March 27, 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 custo numbers, interest rates, and final maturities at least seven business days prior to the closing date.

cusip numbers, interest rates, and final maturities at least seven business days	
(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	
	Paying Agent Contact Phone
Please indicate whether or not the issuer is a United Kingdom entity.	
Yes No	Bond Counsel
(Please check one)	Doing Comises
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	\wedge \sqcup
Issuer relying on Section 360(7) of the '40 Act	Remarketing Agent Name
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 mme
Multibank 2009-1 CML-ADC VENTURE LLC	<u> </u>
MINIMAR 2007-1 CHLETAN TENTONS DEC	Temer Agent Contact Phone
S. S	
State of Incorporation or State of Municipality: Issue Principal Amt/Offering Amt: ELIGIBIATY ONLY	UNDER RIVING PROCESSING INFORMATION TO BE COMPLETED FOR ALL ISSUES
	Wilhthe Securities be scheck one:)
Closing Date: 2/9/28	Eligible as FAST (Fast Automated Security Transfer) issue?
ls this a book-entry-only issue (with no certificates available to	reter 1
investors)? Yes No	Ys If Yes, FAST #
(If yes, a Letter of Representations is required)	ON A DESCRIPTION OF THE PROPERTY OF THE PROPER
Does this issue contain a put/tender feature? Yes N	If no, provide the date the securities will be delivered to DTC:
(If 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 deliver securities to DTC at least one business day before closing
Lead Underwriter Contact Phone	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 DTC Particulant
	BY:
Contact Phone	Authorized Officer's Signature

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

Price (To Public) Initial Offering Type of Issue* -÷ Principal / Offering Amount **Expiration Date** Final Maturity/ 2/25/2012 2/25/2012 2/25/2013 2/25/2013 2/25/2014 2/25/2014 DTC Underwriting Department Phone Numbers: * C=Capital Appreciation, P=Put, S= Serial, T=Term Interest Rate 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% **CUSIP INFORMATION** Cusip Number 16 18 15 13 7 10 2

DTC Mailing Addresses:

Underwriting Dept

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

(212)855-3607

Fax

(212)855-3726/28

(212)855-3704

Issue Eligibility: Municipal Department Managers:

Authorization for Closing:

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

Delivery of Securities to DTC

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

Fax

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

Underwriting Processing:

(212)855-3607

Interface/Underwriting:

Fax

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

Fax

55 Water Street; 1SL - (Underwriting Securities) Attent: Interface/Underwriting Dept. The Depository Trust Company

New York, NY 10041-0099

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 DTC's Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of cusin 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	
	Paying Agent Contact Phone
Please indicate whether or not the issuer is a United Kingdom entity.	
Yes No	Bond Counsel
(Please check one)	Bond Comiser
Registered with SEC	Pont Course Correct Phone
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Cortact Phone
X Eligible for resale under rule Regulation S of the '33 act	
Issuer relying on Section 3©(7) of the '40 Act	Remarketing Agent Name
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 mune
Multibank 2009-1 CML-ADC VENTURE LLC	
	Tenler Agent Contact Phone
State of Incorporation or State of Municipality:	UNDER WRITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBIATY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/201	Willyhe Securities be scheck one:)
Is this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Y s If Yes, FAST #
(If yes, a Letter of Representations is required)	
Does this issue contain a put/tender feature? Yes N	If no, provide the date the securities will be delivered to DTC:
off 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 deliver securities to DTC at least one business day before closing.
Lead Underwriter Contact Phone	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 IVTC 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

Price (To Public) Initial Offering Type of Issue* DTC Mailing Addresses: Principal / Offering Amount **Expiration Date** Final Maturity/ 2/25/2012 2/25/2012 2/25/2013 2/25/2013 2/25/2014 2/25/2014 DTC Underwriting Department Phone Numbers: * C=Capital Appreciation, P=Put, S= Serial, T=Term Interest Rate 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% **CUSIP INFORMATION** Cusip Number 16 18 15 12 13 10

Underwriting Dept

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

(212)855-3607 Department Managers:

Fax

(212)855-3726/28

(212)855-3704

ssue Eligibility: Municipal

Authorization for Closing:

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

Delivery of Securities to DTC

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

Fax

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

Underwriting Processing:

(212)855-3607

Interface/Underwriting:

Fax

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

Fax

55 Water Street; ISL - (Underwriting Securities) Attent: Interface/Underwriting Dept. The Depository Trust Company

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, ISL New York, NY 10041-0099 Ladies and Gentlemen: ct to all issues (th curities") that This letter sets forth our understanding vith respe Issuer shall request to be made eligible for deany ("DTC") he Dipository Trust C s out the other.) Issuer is: (Note: Issuer shall Delaware -{incorporated in} [formed de for deposit at DTC, and to act in t the Securities Issuer represents to DTC that issuer respect to the accordance with DTC's Rules Operational Arrangements, as they may be ated in DTC' will compl with the requirement amended fro ime to time. Multibank 2009-1 RES-ADC Venture, LLC Note: statements that DTC scraf Deposit Insurance Corporation as Schedule A contain cribe DTC, the metho Receiver for Various Failed Financial institutions. believes accurately de as Sole Member and Manager of effecting book-entry i distributed through DTC, a matters. (Authorized Officer's Signature) Received and Accepted Sommurs THE DEPOSITORY TRUST COMPANY (Print Name) e o Federal Deposit Insurance Corporation 550 17th Street, NW (Room 6-7014). Washington, D.C. 20429-0002 State) (Country) DTCC. (202) 898-3713 (Shone Number) The Depository Trust & RMalami attdic.gov Clearing Corporation Limini Addressi

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. 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.]
- se trust company organized under Jimited-p DTC, the world's largest securities depositely the New York Banking Law, a the New York Banking Law, a "banking organization" with n caning ing of the New York Uniform member of the Federal Reserve System, a "clearing thin of Section 17A of the Securities Commercial Code, and a "clearing agency" regist red pu Exchange Act of 1934. DTC holds and provi million issues of U.S. and non-U.S. es asso over 3 (from over 100 countries) that equity issues, corporate and municipal debt issues. and money instrument trade settlement among fucilitates the DTC's participants ("Direct Participants") depos DTC. DTc securities, through electronic computerized ns in depo Direct Participants of sales and other securities tran the need for physical This climinates book-entry transfers and pledges orb U.S. and non-U.S. securities brokers and other organizations. DTC is a whofly-owned both movement of securities certificates dealers, banks, trust companies certai aring corpor C"). DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Con e Corporation, all of which are registered ution and Fixed National Securities Clearing Co haries. Access to the DTC system is also w the users of its clearing agencies is own ind non-U.S. secur ad dealers, banks, trust companies, and available to others oth a Direct Participant, either directly maintain a custodi ationship elearing corporatio that c highest long: AAA. The DTC Rules applicable as Standard & Po or indirectly ("Indirect Participants"). DTC re on file with the Sect mission. More information about DTC can be and Exchange to its Participants a found at www.dice.com and www.dtc.org
- the DTC system must be made by or through Direct Participants. of Securities under DTC's records. The ownership interest of each actual purchaser of which will receive a c for the Securitie be recorded on the Direct and Indirect Participants' records. each Security ("Benefis wner") is in to onfirmation from DTC of their purchase. Beneficial Owners are, Beneficial Owners will no ave written written confirmations providing details of the transaction, as well as periodic however, expected to receive freet Parneipant through which the Beneficial Owner entered into statements of their holdings, from the Direct or In 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 atrangements 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.]
- 7. Neither DTC nor Cede & Co. (nor any other DTC comined) 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 I sucr as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- I be made to Code me its on the Securiti ds, distributions, a Ś Redemption proce S's practice is to zed representative of DTC & Co., or such other nominee a unds and corresponding detail information from Issuer credit Direct Participants' accou pon DTC dings shown on DTC's records. Payments by lance with their or Agent, on payable date in ad tions and customary practices, as is the case Participants to Beneficial Owner I be governed by gistered in "street name," and will be the f customers in be with securities hel he accou subject to any statutory or regulatory not of DTC. Ago responsibility such_Participant edemption proceeds, distributions, and dividend e to time. Paymer requirements a be in effect from ted by an authorized representative of DTC) is & Co. (or such other nee as may be re payments to C ayments to Direct Participants will be the of Issuer or Agent, rsement of su the responsibil eneficial Owners will be the responsibility of ayments to , and disbursement of responsibility of Participants. Direct and Indirect
- [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 berticipant'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 credit 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 CML-ADC Venture, LLC

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

Purchase Money Note due 2012

Security Description including series designation, if applicable



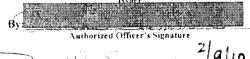
CUSIP number(s) of the securit

- 1. Issuer represents that at the time of initial registration in the of DTC's nominee, Cede & Co., the transfer under Rule 144A under the Securities were Legally or Contractually Restricted Securities. 1 eligible Securities Act of 1933, as amended (the "Securities Act"), and identified by USIP 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 ensure that a CUSIP or CINS identification different from any CUSIP or CINS number is obtained for all unrestricted securities of f such class, and shall notify DTC identification number assigned to a Legally of Contractually Re ged Security that it has agreed to comply with all applicable promptly in the event that it is unable to do so Is uer represent information requirements of Rule 144A
- Co. is a record owner of the Securities, Cede & full amount of all distributions payable with 2. Issuer and Agent² acknow Co. shall be entitled to all appl reat any DTC Participant ("Participant") having respect thereto. Issuer and Age knowledge t fits of ownership of such Securities. Without Securities credited to its DTC a ints as entitled to knowledge that DTC shall treat any Participant limiting the general prece e distributions (and voting rights, if any) in having Securiti counts as entitle ridencing Securities. Issuer and Agent recognize any responsibility to, monitor or ascertain the m DTC certifica respect of the Securities, and to and shall not that DTC does in any way undertal he provisions: (a) of Rule 144A; (b) of other transactions in the S compliance of er state or federal securities laws; or (c) of the exemptions from tration under the Secur offering document Multibank 2009-1 CML-ADC Venture, LLC

truly

By: Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions.

as Sole Member and Manager



A Tuggaliy Restrated Security (is a security that is a restricted social of its defined in Rate 144ra g Fr. A "Communativ Restricted Security" is a scounts that upon squared and commonly thereafter can only be sold pursuant in Regulation S under the Societies Act, Rule 44A, Rule 144, or in a manuaction exempt from the registration requirements of the Securities Actions with the Securities 4 of the Securities Action 4 of the Securities Action of the Securities provided, nowerer, that once the security is sold pursuant to the provisions of dear 14 including Rule (44ths F), it will thereny cears to be a Controlladily Restricted Security. Their parposes of this definition on order for a deposition receipt of the considered of English of Contractions Resolved Security The underlying sociality most also be a 10 qually or contribution Rescribed Sections

Agent soulce to reduc Approxime, France, France Common. Physical Agent (Bayong Agent associate Months agent associate Months agent associate Months agent associate Months agent associated associated Months agent associated associated associated Months agent associated ass antations in which mis ruler may be appeared



Received and Accepted THE DEPOSITORY TRUST

The Depository Trust & Clearing Corporation

Multibank Structured Transaction 2009-1 CML-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 ACCEPTA (CE 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 OR ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL ED TO IN THIS PURCHASE AND PAYING AGENCY AGREEMENT MONEY NOTE (THE "CUSTODIAL THIS PURCHASE MONEY THE HOLDER HEREOF, BY ITS AC NOTE, FURTHER REPRESENTS OTHERWISE TRANSFER THIS WILL NOT REOFFER, RESELLA NTRES PURCHASE MONEY NOTE (OR AN THE INVESTMENT COMPANY COMPLIANCE WITH THE SECURITIES OK ANY JURISDICTION AND IN ACT AND ALL OTHER APPLICABLE LA ACCORDANCE WITH THE CERTIFICATION AND OTHER REQUIREMENTS AGENCY AGREEMENT SPECIFIED IN THE CUSTODIA TRANSFEREE (1) THAT IS A "QUALIFIED REFERRED TO HEREIN (A) TO WITHIN THE MEANING OF SECTION 3(c)(7) OF THE PURCHASER* INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR OÙNT OF A QUAINFIED PURCHASER, (2) THAT (I) WAS NOT FOR THE ACC 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. EACN 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 IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE AGREEMENT. ANY SALE OR TRANSFER CUSTODIAL AND PAYING AGENCY IN VIOLATION OF THE FOREGOING 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 ING AGENT OR ANY INTERMEDIARY EACH TRANSFEROROR THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NONCE 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 CUSTODINE 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 RAYING AGINNLY 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 TRUS PURCHASE MONEY NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, SENE & 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 ASSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE REPERAL DEPOSIT INSURANCE CORPORATION AT 550 17TH STREET, N.W., ROOMF-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.\$1,000 IN EXCESS THEREOF.



PURCHASE MONEY NOTE

Certificate No.: NT CL A-2 144A
ISIN No.:
CUSIP No.:

\$93,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-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 \$93,000,000.00 (Ninety-Three 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, 2013 (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 contor 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 Lesuer 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 Rebruary 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 Purchast 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 Kargo 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 Furchase 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 Ascounts may be made by the Paying Agent from time to time for purposes other than distributions to the Holder.

This Purchase Money Note is aregistered 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 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 Insulency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readiustment, 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 lesser seeking reorganization. arrangement, composition, readjustment, inquidation, 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 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, 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 future occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are numulative 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, attatement, 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 6.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assertany 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 CML-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 L.

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 33131-5340

Attention: Alan Axelrod

E-Mail Address: AAxel od@bilzin.som

and if to the Holder hereof, to

Manager, Capital Markets & Resolut

c/o Federal Deposit Insurance

550 17th Street, N.W.

Room F-701

Washington D.C. 20429-000

nention, Ralph Malami

E-Mail Address RMalami@fdic

with copies to:

Senior Counsel

FDIC Logal 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 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 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 of any Ancillary Document, and waives any right to:

any court or dispute-resolution forum other than the court to 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; dr

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 for any 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 inevocably 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.
- Subject to the provisions of <u>paragraph</u> (d), each of the Issuer and each Holder, of 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

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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.

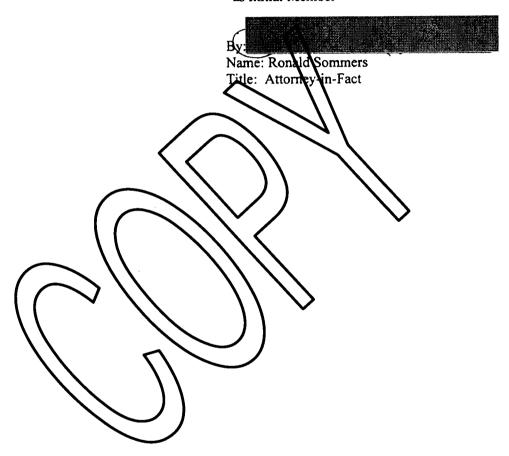
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental sharge payable in connection therewild.

[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 CML-ADC Venture, LLC

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

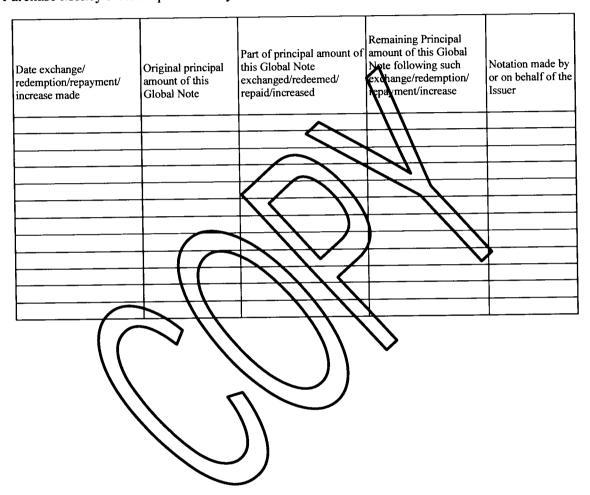


[Signature Page to Global Purchase Money Note Rule 144A (Class A-2)]

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	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	GI	10025	December 5, 2008
Haven Trust Bank	Datash	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McRonough	GA	10036	February 6, 2009
Silver Falls Bank	Gilverton	OR	10041	February 20, 2009
FirstOty Bank	Stockaridge	GA	10047	March 20, 2009
Omni National Rank	Atlanta	GA	10048	March 27, 2009
1				

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 DTC's 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	
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	\wedge
Issuer relying on Section 360(7) of the '40 Act	Remarketing Agent Name
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 CML-ADC VENTURE LLC	
	Termer Agent Contact Phone
State of Incorporation or State of Municipality:	UNDER ARIZING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBINITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/284	Will the Securities be (check one:)
Is this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Yes If Yes, FAST #
(If yes, a Letter of Representations threquired)	
Does this issue contain a put/tender feature? Yes N	If no, provide the date the securities will be delivered to DTC:
(If 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 deliver securities to DTC at least one business day before closing
Lead Underwriter Contact Phone	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:	X Underwriter
If lead underwriter is not a DTC Particpant, please provide clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Clearing DTC Participant
Clearing 2 10 1 arrespond	BY:
Contact Phone	Authorized Officer's Signature

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

Price (To Public) Initial Offering Type of Issue* _ H Principal / Offering Amount Expiration Date Final Maturity/ 2/25/2012 2/25/2012 2/25/2013 2/25/2013 2/25/2014 2/25/2014 Interest Rate 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% CUSIP INFORMATION Cusip Number 18 15 16 13 7 10 2

DTC Mailing Addresses:

Underwriting Dept

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

(212)855-3607

Fax

(212)855-3726/28

(212)855-3704

Issue Eligibility: Municipal Department Managers:

Authorization for Closing:

* C=Capital Appreciation, P=Put, S= Serial, T=Term DTC Underwriting Department Phone Numbers:

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

Fax

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

Underwriting Processing:

(212)855-3607

Interface/Underwriting:

Fax

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

Fax

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, ISL New York, NY 10041-0099 Ladies and Gentlemen: curities") that This letter sets forth our understand vith respe et to all issues (th any ("DTC"). Issuer shall request to be made eligible for de he Dipository Trust C cross out the other.) Issuer is: (Note: Issuer shall Delaware -{incorporated-in}-[formed] er the laws of de for deposit at DTC, and to act in t the Securities Issuer represents to DTC that issuer respect to the accordance Operational Arrangements, as they may be ated in DTC will compl with the requirement time to time. amended fro ly vours, Multibank 2009-1 RES-ADC Venture, LLC Note: ements that DTC acral Deposit insurance Corporation as Schedule A contain Receiver for Various Failed Financial Institutions. cribe DTC, the method believes accurately de as Sole Member and Manager of effecting book-entry gs of securities distributed through DTC, a matters. (Authorized Otherr's Signature) <u>Sommer (Print Name)</u> Received and Accepted THE DEPOSITORY TRUST COMPANY dio Federal Deposit Insurance Corporation 550 17th Street, NW (Room F-7014) Washington, D.C. 20429-0042 (State) (Country) Zip Coder (202) 898-3713 Phone Numbers The Depository Trust & RMalami à idic gov Clearing Corporation Hamaii Addressa

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. 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 [cach issue of] the Securities, [cach] 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.]
- se trust company organized under DTC, the world's largest securities depositely Jimited-p the New York Banking Law, a the New York Banking Law, a "banking organization" with ing of the New York Uniform member of the Federal Reserve System, a "clearing tion' Section 17A of the Securities Commercial Code, and a "clearing agency" regig cred pur the procillion issues of U.S. and non-U.S. over 3 Exchange Act of 1934. DTC holds and provides asso en over 100 countries) that equity issues, corporate and mumcipal debt issues and money t instrument facilitates the trade settlement among DTC's participants ("Direct Participants") depos h DTC. DTC ectronic computerized securities, through ns in depos Direct Participants of sales and other securities train he need for physical ints' This climinate. book-entry transfers and pledges between D U.S. and non-U.S. securities brokers and movement of securities certificates. ther organizations DTC is a wholly-owned dealers, banks, trust companies arme corpo DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Con Corporation, all of which are registered rpolation and Fixed National Securities Clearing Co liaries. Access to the DTC system is also the users of its clearing agencies S OWT and dealers, banks, trust companies, and nd non-U.S. secur available to oth with a Direct Participant, either directly or maintain a custodi clearing corporation s that clear tighest wing: AAA. The DTC Rules applicable as Standard & Po ndi ect Participants"). D or indirectly (" imission. More information about DTC can be e on file with the Sect and Exchange to its Participar found at www.dive.com and www.dtc.org.
- the DTC system must be made by or through Direct Participants. Purk of Securities under 3. DTC's records. The ownership interest of each actual purchaser of which will receive a c or the Securitie b be recorded on the Direct and Indirect Participants' records. each Security ("Benefic wner") is in th ontrmation from DTC of their purchase. Beneficial Owners are, Beneficial Owners will no ave written d mations providing details of the transaction, as well as periodic however, expected to receive written confi 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.

(To Blanket Issuer Letter of Representations)

- 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.]
- 7. Neither DTC nor Cede & Co. (ner any other DTC nomines) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with BTC's AMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to I sucr as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct furticipants to whose accounts Securities are credited on the record date (identified in a listing strashed to the Omnibus Proxy).
- will be made to Code ts on the Securition dend Redemption proce ds, distribe tions, a inhorized representative of DTC. QTV's practice is to funds and corresponding detail information from Issuer mested by & Co., or such other nominee a credit Direct Participants' accounts (pon DTC's cent of dings shown on DTC's records. Payments by or Agent, on payable date in a lance with their ctions and customary practices, as is the case Participants to Beneficial Owner I be governed by resistered in "street name," and will be the of customers in be with securities hel subject to any statutory or regulatory not of DTC. Ago such_Partic pant responsibility redemation proceeds, distributions, and dividend ated by readuthorized representative of DTC) is to time. Paymer requirements a & Co. (or such other payments to C nonlinee as may be re ayments to Direct Participants will be the rsement of su of Issuer or Agent, the responsibility eneficial Owners will be the responsibility of responsibility of DT and disbursement of uch payments to Direct and Indirec ticipants.
- [9] A Beneficial Owner shall give notice 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 narticipant'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 ownersmip rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry chedit 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

Multihank 2000 LCML-ADC Venture LLC

Multipank 2009-1 CML-A	DC Venture, Ere
Name of Issuer and Co-Issuer	(s), if applicable
Purchase Money No	te due 2013
Security Description including series	designation, if applicable
CUSIP number(s) of th	e securit ies
1. Issuer represents that at the time of initial registration Securities were Legally or Contractually Restricted Securities Securities Act of 1933, as amended (the "Securities Act"), and in that was different from any CUSIP or CINS identification number not Legally or Contractually Restricted Securities. Issue number is obtained for all unrestricted securities of the same identification number assigned to a Legally of Contractually Repromptly in the event that it is unable to do so. Issuer represe information requirements of Rule 1444	densified by a CNSIP or CINS identification number becassing and to any securities of the same class that it shall ensure mana CUSIP or CINS identification or shall ensure mana CUSIP or CINS identification to class that is different from any CUSIP or CINS exprised Security of such class, and shall notify DTC entitled it has agreed to comply with all applicable
2. Issuer and Agent ² acknowledge that, so long as Se Co. shall be entitled to all applicable voting rights and receiv respect thereto. Issuer and Agent acknowledge that DTC sha Securities credited to its DTC accounts as entitled to the full limiting the generality of the preceding sentence, Issuer and Agent accounts as entitled to the full limiting the generality of the preceding sentence, Issuer and Agent accounts as entitled to respect of the Securities, and to receive from DTC certificates that DTC does not in any way undertake to and shall not a compliance of any transactions in the Securities with any exemptions from legistration under the Securities Act or any	If year any DTC Participant ("Participant") having benefits of ownership of such Securities. Without entacknowledge that DTC shall treat any Participant receive distributions (and voting rights, if any) in evidencing recurities. Issuer and Agent recognize averany responsibility to, monitor or ascertain the of the provisions: (a) of Rule 144A; (b) of other
Received and Accepted THE DEPOSITORY TRUST COMPANY By:	Multibank 2009-1 CML-ADC Venture, LLC

^{**} Agent" Shall be activides Depositary. Trustee: TransCompany. Trustee Agent as Paying Agent as such definition applies in the DTC Letter or Representations to a high thomas in the approach



[&]quot;A "Legally Restricted Security" is a security that is a restricted scronly, as deficed in Rule 144(4)(3). A "Contracted by Restricted Security" is a security that upon issuance and continually thereafter can only be sold pursuant to Regulation S under the Securities Act, Rule 144 J. Rule 144, or in a transaction exempt from the registration requirements of the Securities. Act passiant to Section 4 of the Securities. Act and not my 35 inguny public offering. provided, nowever, that once one security is sold parsaint to the previsions of Rule (44 methods), Rule (44th)(1), a will thereby course to be a Contractically Restricted Security. For purposes of this definition, in order for a deposition receipt to be considered a. Leauth or Contributably Restricted Security. The analytic greecorts must also be a. Legatic or Contributably Restricted Security.

Multibank Structured Transaction 2009-1 CML-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 ACCEPTARGE 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 AD OTHER APPLICABLE LAWS OF AND THE THE UNITED STATES OR ANY OTHER JURISDICTION RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL THIS PURCHASE MONEY THE HOLDER HEREOF, BY ITS ACCEPTANCE ACKNOWLEDGES AND AGREENTHAT IT NOTE, FURTHER REPRESENTS OTHERWISE TRANSPER THIS WILL NOT REOFFER, RESELL, PLEDGE PURCHASE MONEY NOTE (OR AN HEREIN) EXCEPT IN THE INVESTMENT COMPANY COMPLIANCE WITH THE SECURITIE OK ANY JURISDICTION AND IN ACT AND ALL OTHER APPLICABLE LA AND OTHER REQUIREMENTS ACCORDANCE WITH THE CERTIFICATION AGENCY AGREEMENT SPECIFIED IN THE CUSTODIA AND PAYN TRANSFEREE (1) THAT IS A "QUALIFIED REFERRED TO HEREIN (A) TO WITHIN THE MEANING OF SECTION 3(c)(7) OF THE PURCHASER* INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALITIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIALOWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (II) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PLACHASER 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. EACN AURCHASER 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 TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE AGREEMENT. ANY SALLOR TRANSFER CUSTODIAL AND PAYING AGENCY 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, NOT VITUS TAXOING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE RA G AGENT OR ANY INTERMEDIARY, EACH TRANSFEROROR THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NONCE 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 MONEY NOTE THAT IS A NON-REPORTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING AGINCY 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

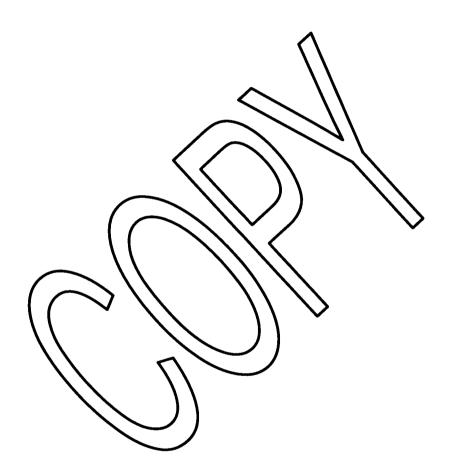
NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT 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).

THIS PURCHASE MONEY ANY TRANSFER, PLEDGE OF OTHER USE OF NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CENE & CO., HAS AN INTEREST MONEY NOTE IS PRESENTED BY AN HEREIN, UNLESS THIS PURCHASE AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUS YORK, TO THE ISSUER OR ITS AGENT COMPANY("DTC"), NEW YORK. EXCHANGE OR PAYMENT AND ANY FOR REGISTRATION OF TRANSFER. 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., ROOMF-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.\$1,000 IN EXCESS THEREOF.



PURCHASE MONEY NOTE

Certificate No.: NT CL A-3 144A ISIN No.: CUSIP No.:

\$46,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-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 \$46,000,000.00 (Korty-Six 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, 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 Issuer with respect to his Purchase Money Note shall be subject to the prior by 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 Desosit 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 Diereto (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 Karvo 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 Furchase 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.

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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.

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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 Insurency 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 in 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 Morey 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 lesser seeking reorganization. arrangement, composition, readjustment, liquidation dissolution or similar relief under , or at least sixty (60) days have any Law, and such proceeding has not been dism passed following the appointment of a truster, 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 (60) days have passed following the expiration of the stay if such appointment has not been vacated

Upon the occurrence of an Event of Befault 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.

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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 herein, the rights and remedies of the Holder are numulative 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, attatement, 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 assertany 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

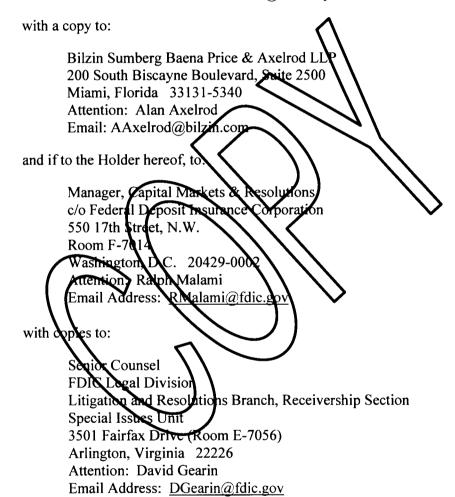
paragraph), when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation pursuant to this Purchase Money Note.

If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

Email Address: Thekla.Salzman@rialtocapital.com



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 tuch 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:

any court or 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

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 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 for an 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 inevocably 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.
- Subject to the provisions of paragraph (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 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.

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.

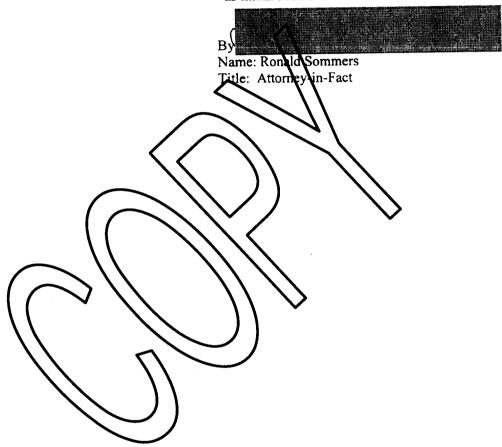
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental sharge payable in connection therewith.

[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 CML-ADC Venture, LLC

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

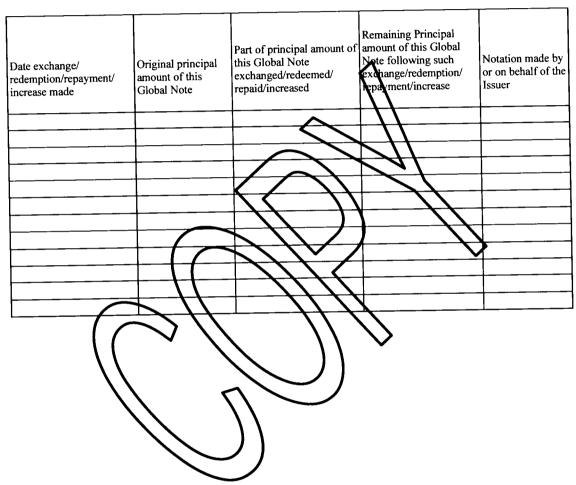


[Signature Page to Global Purchase Money Note Rule 144A (Class A-3)]

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
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	GA	10022	November 21, 2008
First Georgia Community Bank	Jackson	G/	10025	December 5, 2008
Haven Trust Bank	Dalash	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First ty Bank	Stockbridge	GA	10047	March 20, 2009
Omr i National Rank	Atlanta	ĢΑ	10048	March 27, 2009
1				

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.

Cush, runner	
(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	
(Pirase 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©(7) of the '40 Act	Remarketing Agent Name
Exempt under Rule 3(a)(2) of the '33 Act	\sim / \sim
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s):	
Issuer Name/Issue Description:	Tender Agent mme
Multibank 2009-1 CML-ADC VENTURE LLC	
	Temer Agent Contact Phone
State of Incorporation or State of Municipality:	UNDER WRITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBINITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/204	Willathe Securities be (check one:)
Is this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Yes If Yes, FAST #
(If yes, a Letter of Representations is required)	
Does this issue contain a put/tender feature?	If no, provide the date the securities will be delivered to DTC:
(If 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 deliver securities to DTC at least one business day before closing.
Lead Underwriter Contact Phone	For additional information, please contact DTC's
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 Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Cledeing 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

Type of Issue* 1 T T T T T T T T T T T T T T T T T T	CUSIP INFORMATION	ON				Initial Offarina
0.00% 2.252013 0 T	Cusin Number	Interest Rate	FinalMaturity/	Principal / Offering	Type of Issue*	Price (To Public)
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## 125/2013 0.00% 2.725/2014		0.00%	2/25/2012			
0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 2/25/2014 0.00% 0.00		0.00%	2/25/2013			
## 1225/2014 0.00% 2/25/2014		0.00%	2/25/2013			
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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, ISL New York, NY 10041-0099 Ladies and Gentlemen: curities") that all issues (th with respond This letter sets forth our understanding any ("DTC") pository Trust C Issuer shall request to be made eligible for de s out the other.) Issuer is: (Note: Issuer shall represent on Delaware -{incorporated in}-[formed de for deposit at DTC, and to act in nt the Securities Issuer represents to DTC that issuer respect to the accordance with DTC eration. Arrangements, as they may be ated in DTC's with the requireme will comply amended fro time to time. Multibank 2009-1 RES-ADC Venture, LLC Note: ederal Deposit Insurance Corporation as ements that DTC Schedule A contains Receiver for Various Failed Financial institutions. believes accurately describe DTC, the methas Sole Member and Manager of effecting book-entry hans distributed through DTC, a matters. (Authorized Officer's Signature) Sommer Some Received and Accepted THE DEPOSITORY TRUST COMPANY co Federal Deposit Insurance Corporation 550 17th Street, NW (Room F-7014) Washington, O.C. 26429-6602 (State) (Country) (202) 898-3713 Phone Numbers The Depository Trust & RMalami &fdic.gov Clearing Corporation Homair Address)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. 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 [cach issue of] the Securities, [cach] 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.]
- se trust company organized under limited-p DTC, the world's largest securities depositely of the New York Banking Law, a the New York Banking Law, a "banking organization" within n eaning eating of the New York Uniform member of the Federal Reserve System, a "clearing cisions of Section 17A of the Securities Commercial Code, and a "clearing agency" regis the b willion issues of U.S. and non-U.S. over 3. Exchange Act of 1934. DTC holds and provides assi instruments (from over 100 countries) that equity issues, corporate and municipal debt issues, and money t etrade settlement among facilitates the DTC's participants ("Direct Participants") depos DTC. DTC ectronic computerized ns in depos securities, through Direct Participants of sales and other securities tran the need for physical This eliminates between Direct Pa ants' book-entry transfers and pledges th U.S. and non-U.S. securities brokers and their organizations. DTC is a wholly-owned movement of securities certificates clearing corpor dealers, banks, trust companies (C'). DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Cor g Corporation, all of which are registered ation and Fixed National Securities Clearing Co iaries. Access to the DTC system is also the users of its is own clearing agencies nd dealers, banks, trust companies, and nd non-U.S. secu available to others su oth a Direct Participant, either directly naintain a custodil clearing corporation ighest rang: AAA. The DTC Rules applicable s Standard & Po or indirectly ("ind ect Participants"). mission. More information about DTC can be e on file with the Seci and Exchange to its Participar om and www.dtc.org. found at www.dicc.
- of Securities unter the DTC system oust be made by or through Direct Participants, DTC's records. The ownership interest of each actual purchaser of for the Securities which will receive a d be recorded on the Direct and Indirect Participants' records. each Security ("Benefic wner") is in ti rmation from DTC of their purchase. Beneficial Owners are, ave written Beneficial Owners will no ons providing details of the transaction, as well as periodic however, expected to receive written confi mat 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, DTC'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 comines) will consent or vote with respect to Securities unless authorized by a Direct Participan in accordance with DTC's MM Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Louer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing quashed to the Omnibus Proxy).
- Libe made to Code yme its on the Securition idend r Redemption proceeds, distributions, a s practice is to & Co., or such other nominee a zed representative of DTC unds and corresponding detail information from Issuer pon DTC credit Direct Participants' accou dings shown on DTC's records. Payments by or Agent, on payable date in a lance with their ctions and customary practices, as is the case Participants to Beneficial Owner I be governed by eistered in "street name," and will be the the accou of customers in bea with securities hel subject to any statutory or regulatory not of DTC. Ag responsibility of such Partie pant redemation proceeds, distributions, and dividend be in effec to time. Paymer requirements a ted by an authorized representative of DTC) is nee as may be r payments to C & Co. (or such other sement of su avments to Direct Participants will be the the responsibil of Issuer or Agent, Beneficial Owners will be the responsibility of yments to responsibility of , and disbursement of Direct and Indire ncipants.
- [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 belivery 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 credit 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 CML-ADC Venture, LLC	C
Name of Issuer and Co-Issuer(s), if applicable	William Annual Annua
Purchase Money Note due 2014	
Security Description including series designation, if applicat	ole
CUSIP number(s) of the securities	
1. Issuer represents that at the time of initial registration in the mms of DT Securities were Legally or Contractually Restricted Securities. eligible for transfectives Act of 1933, as amended (the "Securities Act"), and identified by a CUSIP that was different from any CUSIP or CINS identification number assigned to any swere not Legally or Contractually Restricted Securities. Issuer shall resure that number is obtained for all unrestricted securities of the same class that is differ identification number assigned to a Legally of Contractually Restricted Security of spromptly in the event that it is unable to do so. Assign represents that it has agreed information requirements of Rule 1444.	fer under Rule 144A under the Por CINS identification number securities of the same class that CUSIP or CINS identification ent from any CUSIP or CINS such class, and shall notify DTC into comply with all applicable
2. Issuer and Agent ² acknowledge that, so long as Sede & Co. is a record of Co. shall be entitled to all applicable voting rights and receive the full amount of respect thereto. Issuer and Agent acknowledge that DNC shall treat any DTC Par Securities credited to its DTC accounts as entitled to the full benefits of ownershillimiting the generality of the preceding entence, Issuer and Agent acknowledge that having Securities credited to its DTC accounts as entitled to receive distributions respect of the Securities, and to receive from DTC certificates evidencing Securities that DTC does not in any way undertakt to and shall not have any responsibility compliance of any transactions in the Securities with any of the provisions: (a exemptions from registration under the Securities Act or any other state or federal offering documents.)	tail distributions payable with ticipant ("Participant") having ip of such Securities. Without DTC shall treat any Participant s (and voting rights, if any) in es. Issuer and Agent recognize ty to, monitor or ascertain the a) of Ruie 144A; (b) of other
Received and Accepted THE DEPOSITORY TRUST COMP. SY By: By Federal Deposition of V.	it Insurance Corporation as arious Failed Financial Institutions, or and Manager Issuer Lister Ted Officer's Signature

³ Agest studies tolines as herowalds. In stee House employ Universe Number relaying Agestas, condens towary certained His Letter of Representations to set on server hange greaters.



^{14.} Legislic Rostrictee Security is a security that is a restricted security like defined in Rule (Assess). A "Contractuality Restricted Neutrity" is a ecurity that upon issuance and continually theretifier and table personal to Regulation 8 under the Securities Act, Bule 144 A, Rule 144 A, role into Kution exempt from the legistration recurrences of the Securities Act and soft the Securities Act and not into moving one public offering provided however that over the recenses supergroups to the cross-was of Hole 144 including Rule 144 to 150 in thereps seems to be a Commentally Bestrietes Security — For purposes of this deformancy order for a deposition receipt to be considered a diegum of commentains. Restricted Security, the assertioning spectrum of a softwar for all the contraction in Respective to the

Multibank Structured Transaction 2009-1 CML-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 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 ANY OTHER JURISDICTION AND APPLICABLE LAWS OF THE UNITED STATES OF 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 AFREMENT"). THE NOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PUNCHASE MONEY NOTE, FURTHER TNAT IT WILL NOT REOFFER, REPRESENTS, ACKNOWLEDGES AND AGREE RESELL, PLEDGE OR OTHERWISE TRANSFER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPNANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LAWS OF ANY ND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER JURISDICTION A REQUIREMENT'S 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 QUADIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (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 SAT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENTS

THIS PURCHASE MONEY NOTE IS NOT TRANSFER ABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT. ANY SANE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE TO TRANSFER ANY RIGHTS TO THE VOID AB INITIO AND WILL NOT OPERATE INSTRUCTIONS TO THE CONTRARY TO TRANSFEREE, NOTWITH TAXIDING ANY ANY INTERMEDIARY. EACH TRANSFEROR THE ISSUER, THE PAYING AGENT OR 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, UNIDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPSI, ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THANS A NON-HERMITTED 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 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 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.: ISIN No.:

NT CL A-1 REG S

CUSIP No.:

\$0 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-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 Money 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 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 suparate 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 Fargo 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 custodian and paying agent, 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 paymenato 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 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, then, destruction or mutilation of this Purchase Money Note and (a) in the case of loss, then 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 acquie cos 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 mitting or faling 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 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 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 oayments 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:

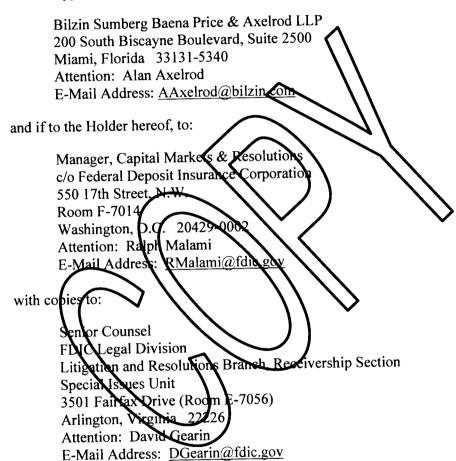
Multibank 2009-1 CML-ADC Venture, LLC 700 NW 107 Avenue, Suite 400

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 ear FDIC, a "Non-FDIC Hole	ch Holder (if su der"), on behalt	Sh.	Holder is not the FDIC; any fitself and its Affiliates.
irrevocably and uncor	nditionally:	der), on bond.	X	A TOOL WILL TO THE TOOL TO THE
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- (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 each suit, 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;
- 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.

- 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-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 hre locably 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 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</u> (a), <u>paragraph</u> (b) or <u>paragraph</u> (c) above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph</u> (a)(iii) and <u>paragraph</u> (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 redemntion, 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 kurchase 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.

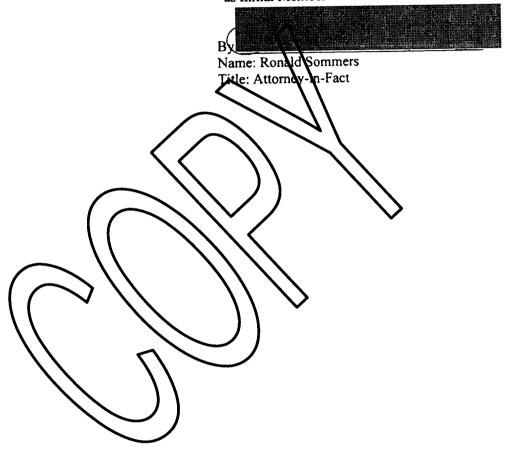
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paxing Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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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 CML-ADC Venture, LLC

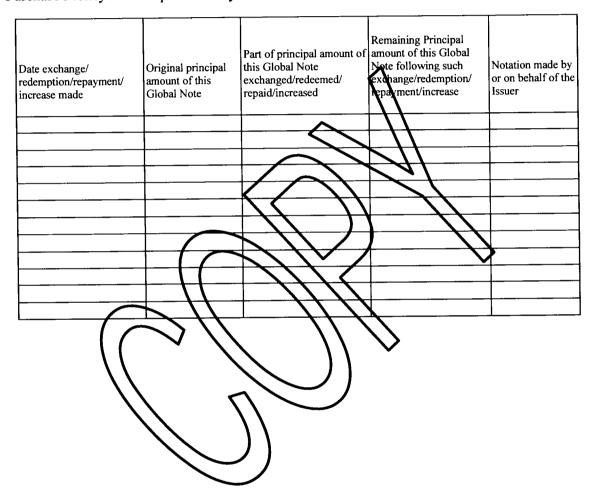
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



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

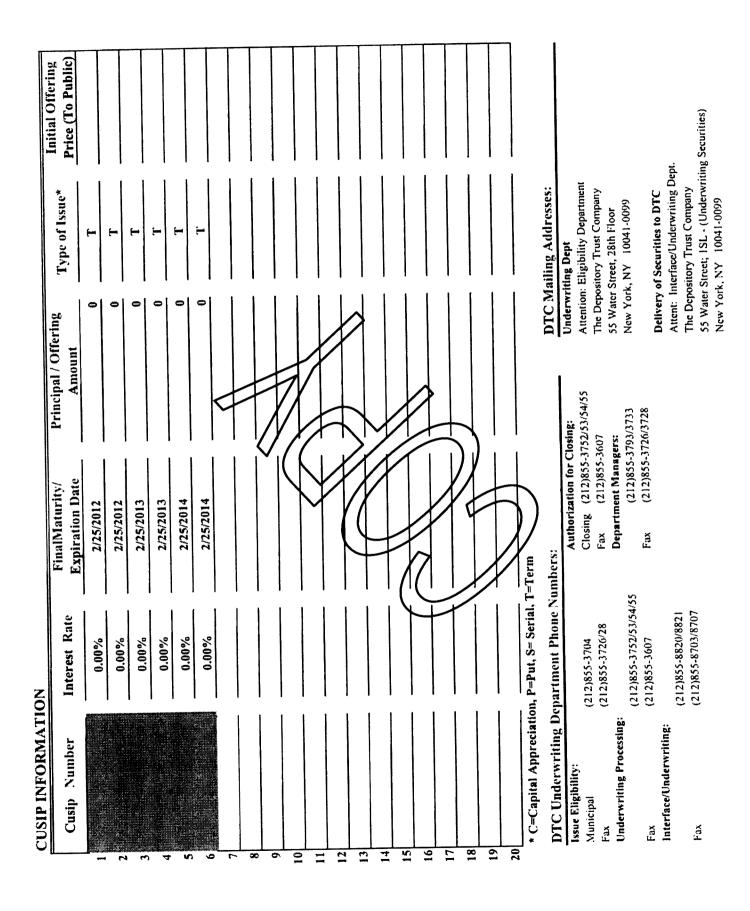
Bank Name	City	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	G/	10025	December 5, 2008
Haven Trust Bank	Dulush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First Aty Bank	Stockaridge	GA	10047	March 20, 2009
Omri National Bank	Atlanta	ĢΑ	10048	March 27, 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
A AUG	Transfer Agent Contact Phone
lease indicate whether or not the issue is a "security" as such term is	
efined in Article 8 of the New York Uniform Commercial Code.	Paying Agent Name
Yes No	
	Paying Agent Contact Phone
Please indicate whether or not the issuer is a United Kingdom entity.	raying Agent Conduct
Yes No	Bond Counsel
Please check one)	Bond Comiser
Registered with SEC	Phone
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Cortact Phone
X Eligible for resale under rule Regulation S of the '33 act	Δ
Issuer relying on Section 3©(7) of the '40 Act	Remarketing Agont Name
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 mame
Multibank 2009-1 CML-ADC VENTURE LLC	Tends Agent ontact
	Temer Agent Contact Phone
State of Incorporation or State of Municipality:	UNDER VEILING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBIATY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/2N	Will the Securities bet check one:)
Is this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Ys If Yes, FAST #
(If yes, a Letter of Representations is required)	√ / / / / / / / / / /
Does this issue contain a put/tender feature? Yes N	If no, provide the date the securities will be delivered to DTC:
(If 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 deliver securities to DTC at least one business day before closing.
Lead Underwriter Contact Phone	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 IVIC Particulant
	BY:
Contact Phone	Authorized Officer's Signature

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



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, ISL New York, NY 10041-0099 Ladies and Gentlemen: curities") that all issues (the This letter sets forth our understand any ("DTC"). he Dypository Trust C Issuer shall request to be made eligible for de ross out the other.) Issuer is: (Note: Issuer shall Delaware -fineorporated in-formed er the laws of For deposit at DTC, and to act in ot the Securities Issuer represents to DTC that issuer respect to the S accordance with DTC will comply v ith the requirement ated in DTC' erational Arrangements, as they may be ime to time. amended fro burs, Multibank 2009-1 RES-ADC Venture, LLC Note: Schedule A contain statements that DTC eueral 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 l ers of securities distributed through DTC, a matters. Received and Accepted THE DEPOSITORY TRUST COMPANY e o Federal Deposit Insurance Corporation 550 17th Street, NW (Room 8-7014) Washington, D.C. 20429-0092 (State) (Country) West Codes (202) 898-3713 Shore Numbers The Depository Trust & RMalami atidic gov Clearing Corporation Hemail Address)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. 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.]
- se trust company organized under limited-p DTC, the world's largest securities depositely, neaning of the New York Banking Law, a the New York Banking Law, a "banking organization" within hing of the New York Uniform member of the Federal Reserve System, a "clearing tion' Section 17A of the Securities Commercial Code, and a "clearing agency" regis the pr issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provides assi over 3. er over 100 countries) that instruments equity issues, corporate and municipal debt issues and money facilitates the oos-trade settlement among DTC. DTC DTC's participants ("Direct Participants") depos etronic computerized securities, through ns in depo Direct Participants of sales and other securities tran need for physical book-entry transfers and pledges between Dieset Pd ants" This climinate of U.S. and non-U.S. securics brokers and other organizations. DTC is a wholly-owned movement of securities certificates dealers, banks, trust companies certair arme corpor (C"). DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Corpora Corporation, all of which are registered ation and Fixed National Securities Clearing Co paries. Access to the DTC system is also the users of its TWO 21 clearing agencies ad dealers, banks, trust companies, and nd non-U.S. secur available to others gth a Direct Participant, either directly naintain a custodi clearing corporation rong: AAA. The DTC Rules applicable is Standard & Po iighest ect Participants"). or indirectly ("Ind umission. More information about DTC can be e on file with the Seco and Exchange to its Participar om and www.dtc.org found at www.dl
- the DTC system must be made by or through Direct Participants, of Securities under DTC's records. The ownership interest of each actual purchaser of which will receive a c for the Securities be recorded on the Direct and Indirect Participants' records. wner") is in tu each Security ("Benefic rmation from DTC of their purchase. Beneficial Owners are, erve written d Beneficial Owners will no ons providing details of the transaction, as well as periodic written conf however, expected to receive irect Participant through which the Beneficial Owner entered into statements of their holdings, from the Direct or Inthe 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, DTC'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 comines) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with BTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Lauer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights, 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 Code ts on the Securitie dend Redemption proce No fired representative of DTC. QTV's practice is to unds and corresponding detail information from Issuer & Co., or such other nominee a ested by credit Direct Participants' accounts (pon DTC ent of dings shown on DTC's records. Payments by or Agent, on payable date in a lance with their ctions and customary practices, as is the case Participants to Beneficial Owner I be governed by gistered in "street name," and will be the of customers in be ie accou with securities he subject to any statutory or regulatory not of DTC. Ag responsibility such_Partie pant edemption proceeds, distributions, and dividend e to time. Paymer requirements a ted by an authorized representative of DTC) is payments to C & Co. (or such other nee as may be r ayments to Direct Participants will be the rsement of su the responsibil of Issuer or Agent, eneficial Owners will be the responsibility of , and disbursement of uch payments to responsibility of ticipants. Direct and Indirect
- Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the barticipant'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 chedit 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

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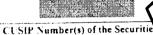
Representations for Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 CML-ADC Venture, LLC

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

Purchase Money Note due 2012

Security Description including series designation if applicable



- e name of DTC's nominee, Cede Issuer represents that at the time of initial registration in the and were eligible for transfer & Co., the Securities were Legally or Contractually Restricted Securit rities Act"), and identified by under Regulation S under the Securities Act of 1933, as emended (the ISIP & CINS identification number a CUSIP or CINS identification number that was diffe ly or Consactually Restricted Securities. assigned to any securities of the same class that were not is obtained for all unrestricted securities Issuer shall ensure that a CUSIP or CINS identification num intification number a signed to a Legally or of the same class that is different from any CU fy DTC promptly in the event that it is unable Contractually Restricted Security of such class, ar to do so.
- as Cede & Co. is a record owner of the Issuer and Agent acknowledge that ng rights and receive the full amount of all entitled to all applicab Securities, Cede hall be knowledge that DTC shall treat any DTC with respect thereto. Issuer and distributions payable OTC accounts as entitled to the full benefits of Participant ("Participant") having S lity of the preceding sentence, Issuer and Agent ownership of such Securities. Without limiting the gener ecurities credited to its DTC accounts as entitled acknowledge that DTC shall treat any Participant having ! of the Securities, and to receive from DTC n respect to receive distributions (and voting rights, it recognize that DTC does not in any way undertake to. Securities. Issuer al certificates evidencing monitor or ascertain the compliance of any transactions in the and shall not have an responsibility to, Securities with any of the grovisions: (a) of Rule 144A; (b) of other exemptions from registration under the securities laws: or (c) of the offering documents. or feder; Securities Act or any other

Agent shall be defined as Dopositary. Trustee, Trust Compuny or Paying Agent as such definition applies in the DEC Letter of Representations to which this rider may be appended.



[&]quot;A "Legally Restricted Security" is a security that is a restricted security, as defined in Rule 144(a)(3). A "Contractually Restricted Security" is a security that upon issuance and continually thereafter can only be sold pursuant to Regulation S under the Securities Act, Rule 144A. Rule 144, or in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4 of the Securities Act and not involving any public offering: provided, however, that once the security is sold pursuant to the provisions of Rule 144, including Rule 144(b)(1), it will thereby cease to be a "Contractually Restricted Security." For purposes of this definition, in order for a depositary receipt to be considered a "Legally or Contractually Restricted Security." (ne underlying security must also be a "Legally or 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 G	CML-ADC Venture, LLC	
Name of Issuer and C	o-Issuer(s) if applicable	
Purchase Mo	oney Note due 2012	
	ng series designation if applicable [20] (5) of the Securities	
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 F	REGULATION S SECURITY ISSUANCES:	
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT	APPLICABLE.)	
Rule 903 of the Securities Act of 1933. Issuer beligible for transfer pursuant to Regulation S, which identification number (the "Regulation S Securities deliveries via DTC's Deposit/Withdrawal at Communication by banks that act as depositaries for Charles	ch have been identified by a separate CUSIP or CISs"), DTC wild not effect book entry deliveries (excessional and "DWAC") system in Participant accounts as a system of Partic	NS ept nts
, , ,	NC CALENDAR DATE OR EVENT IS REQUIRED)	·
Agent shall send DTC a notice requesting that the E Such notice shall be sent to DTC's underwriting D legible telecopy, registered or certificomail, overnig such notice is in DTC's possession no later than the specified for elimination of the Deliver order C	hor shortening of this "Deliver Order Chill," Issuer Deliver Order Chill be eliminated as of a specified date partment, Eligibility Section by a secure means (e.ght delivery) in a finely manner designed to assure the close of business two business days prior to the distribution of business two business shall be sent stice shall be sent to (212) 855-3274 or (212) 855-500	ete. g., hat ate to
Very truly yours,	Multibank 2009-1 CML-ADC Venture, LLC By Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions, as Sole Member and Manager	
Received and Accepted	Issuer Authorized Officer's Signature	
THE DEPOSITORY TRUST COMPANY	2/9/10	
By:	Print Name & Date	AAA III III OO
	(5-185acr. if applicable	
DTCC.	By: Authorized Officer's Signature	
The Parameter Tour 2	Print Name & Irate	
The Depository Trust & Clearing Corporation Page	e z or 2 — Regiseus e A Koor († 3	34.59

Multibank Structured Transaction 2009-1 CML-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 COMPANY ACT, ALL OTHER WITH THE SECURITIES ACT, THE INVESTMENT 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 NO DER HEREOF, BY ITS ACCEPTANCE OF THIS PUNCHASE MONEY NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSPER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPLANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT 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 QUADIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASEN'S 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 SAT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT.

THIS PURCHASE MONEY NOTE AS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREN 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 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 CUSTOMAL 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 CORPORATION AT 5501 7TH 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 CML-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 \$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 "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 Money Note is parable in such cain 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 Issuel with respect to this Purchase Maney 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 [Insert Effective Date by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), it 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 the separate capacities as the receiver with respect to each such receivership, the "Receiver"), the Folk as Receiver as Collateral Agent pursuant to the Reimbursement, Security and Guarant, Agreement, and Wells Fargo Bank, N.A. (as amended, supplemented or restricted from time to time, and including any substantially similar agreement entered into by Issuer 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 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, the content 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 acquie cos 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 teeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law, and such proceeding has not been distrissed, 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 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 inpaid 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 oayments 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.

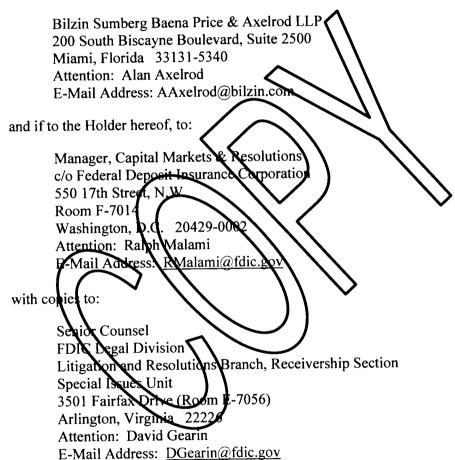
If to the Issuer, to:

Multibank 2009-1 CML-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 "Non-FDIC Holder"), on behalf critself 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 NDIC; the Holder that is the PDIC, 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

asser 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.

- 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 Ruchase 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 undorsing 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 lumred 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.

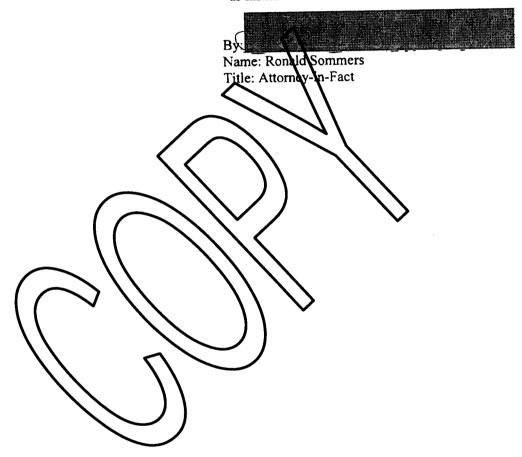
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[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 CML-ADC Venture, LLC

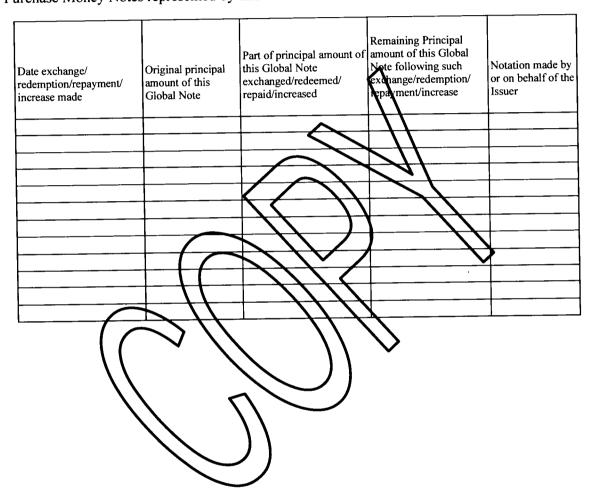
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



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
Freedom Bank	Bradenton	F L	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX.	10021	November 7, 2008
The Community Bank	Loganville	GA	10022	November 21, 2008
First Georgia Community Bank	Jackson	GI	10025	December 5, 2008
Haven Trust Bank	Durush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Gilverton	OR	10041	February 20, 2009
First City Bank	Stockaridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	GA	10048	March 27, 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 DTC's 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.

isip numbers, interest rates, and final maturities at least seven business days	Wells Fargo
	Transfer Agent Name
	Amy Doyle 410-884-2152
CMO CMO	Transfer Agent Contact Phone
lease indicate whether or not the issue is a "security" as such term is	
fined in Article 8 of the New York Uniform Commercial Code.	
Yes No	Paying Agent Name
	Paying Agent Contact Phone
lease indicate whether or not the issuer is a United Kingdom entity.	
Yes No	Bond Counsel
Please check one)	
Registered with SEC	Ni.
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€(7) of the '40 Act	Remarketing Agent Name
Exempt under Rule 3(a)(2) of the '33 Act	\sim / \sim
-	Remarketing Agent Contact Phone
Exempt under another exemption(s):	
ndicate exemption(s):	Tender Agent mime
ssuer Name/Issue Description:	
Aultibank 2009-1 CML-AIXC VENTURE LLC	Tenter Agent Contact Phone
	Annual Liberton Strange
	1111
State of Incorporation or State of Municipality:	UNDERWRITING PROCESSING INFORMATION TO BE
ssue Principal Amt/Offering Arti: ELIGIBINITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/201	Willahe Securities be scheck one:)
s this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
nvestors)? Yes No	Ys If Yes, FAST #
(If yes, a Letter of Representations (Arequired)	
	If no, provide the date the securities will be delivered to DTC:
Opes this issue contain a put/tender feature? Yes Yes If yes, a Letter of Representations for non-book entry-only	Name of firm shipping or delivering the securities:
	Tune Of their subbling or servering the actions
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 deliver securities to DTC at least one business day before closing
Lead Underwriter Contact Phone	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
if lead underwriter is not a DTC rurnepant, please provide clearing DTC Participant information.	Financial/Advisor
	Clearing IITC Participant
Clearing DTC Participant:	BY:
	Authorized Officer's Signature
Contact Phone	Authorized Officer Strightate

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

Price (To Public) Initial Offering Type of Issue* Principal / Offering Amount **Expiration Date** Final Maturity/ 2/25/2013 2/25/2014 2/25/2012 2/25/2012 2/25/2013 2/25/2014 Interest Rate 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% CUSIP INFORMATION Cusip Number 2 12 13 _

DTC Underwriting Department Phone Numbers:

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

Issue Eligibility:		Authori	Authorization for Closing:
Municipal	(212)855-3704	Closing	Closing (212)855-3752/53/54/55
Fax	(212)855-3726/28	Fax	(212)855-3607
Underwriting Processing:		Departn	Department 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 New York, NY 10041-0099 55 Water Street, 28th Floor

Delivery of Securities to DTC

55 Water Street; 1SL - (Underwriting Securities) New York, NY 10041-0099 Attent: Interface/Underwriting Dept. The Depository Trust Company

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, ISL New York, NY 10041-0099 Ladies and Gentlemen: curities") that This letter sets forth our understand all issues (th any ("DTC"). Issuer shall request to be made eligible for de he Dipository Trust C s out the other.) Issuer is: (Note: Issuer shall r Delaware -fineorporated in formed ot the Securities for deposit at DTC, and to act in respect to the Issuer represents to DTC that issuer accordance with DTC's Rules Operational Arrangements, as they may be rated in DTC's will compl with the requirement amended from ime to time. ry trady vours, Multibank 2009-1 RES-ADC Venture, LLC Note: Schedule A contain statements that DTC ueral Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions. believes accurately describe DTC, the meth as Sole Member and Manager of effecting book-entry hanslers of securities distributed through DTC, an cain related matters. (Authorized Officer's Signalure) Scinnons (Print Name) Received and Accepted THE DEPOSITORY TRUST COMPANY e o Federal Deposit Insurance Corporation 550 17th Street, NW (Room F-7014) Washington, D.C. 20429-0002 State) (Country) (202) 898-3713 Thune Numbers The Depository Trust & RMalami à idio gov Clearing Corporation Hermad Address)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. 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.]
- se trust company organized under Jimited-pl DTC, the world's largest securities deposited, of the New York Banking Law, a the New York Banking Law, a "banking organization" within n caning ing of the New York Uniform member of the Federal Reserve System, a "clearing ision of Section 17A of the Securities Commercial Code, and a "clearing agency" registered pursuant the p villion issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provides asse over 3 instruments (from over 100 countries) that equity issues, corporate and municipal debt issues. and money etrade settlement among facilitates the DTC's participants ("Direct Participants") depos DTC. DTG etronic computerized securities, through e ns in depo Direct Participants of sales and other securities tran This eliminates the need for physical ints' book-entry transfers and pledges between Direct Pa of U.S. and non-U.S. securies brokers and other organizations. DTC is a wholly-owned both movement of securities certificates certair dealers, banks, trust companies clearing corpor DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Corpora ng Corporation, all of which are registered National Securities Clearing Co ation and Fixed haries. Access to the DTC system is also the users of its clearing agencies ad dealers, banks, trust companies, and nd non-U.S. secur available to oth th a Direct Participant, either directly naintain a custodia clearing corporation oring: AAA. The DTC Rules applicable s Standard & Po iighest or indirectly ("indirect Participants"). mission. More information about DTC can be e on file with the Sect and Exchange to its Participar ce.lom and www.dtc.org. found at www.dl
- of Securities unter the DTC system oust be made by or through Direct Participants, 3. DTC's records. The ownership interest of each actual purchaser of for the Securities which will receive a d p be recorded on the Direct and Indirect Participants' records. each Security ("Benefic Nuvner") is in tu ontrmation from DTC of their purchase. Beneficial Owners are, ave written Beneficial Owners will no 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 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.

- 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.]
- 7. Neither DTC nor Cede & Co. (ner any other DTC nomines) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with BTC'S MM Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Lister as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- I be made to Cede ments on the Securiti idend Redemption proce ds, distributions. representative of DTC. OTS's practice is to corresponding detail information from Issuer & Co., or such other nominee at ma credit Direct Participants' accou pon DTC dings shown on DTC's records. Payments by or Agent, on payable date in a lance with their ctions and customary practices, as is the case Participants to Beneficial Owner I be governed by gistered in "street name," and will be the f customers in be with securities he subject to any statutory or regulatory not of DTC, Ago responsibility of such Partie edemation proceeds, distributions, and dividend to time. Paymer requirements as ma tied by an authorized representative of DTC) is inee as may be r payments to C & Co. (or such other ayments to Direct Participants will be the isbursement of suc of Issuer or Agent, the responsibil ne Beneficial Owners will be the responsibility of , and disbursement of ayments to responsibility of Direct and Indirect ticipants.
- [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 bartic pant'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 could 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 CML-ADC Venture, LLC

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

Purchase Money Note due 2013

Security Description including series designation if applicable



(T.SIP Number(s) of the Securities

- name of DTC's nominee, Cede Issuer represents that at the time of initial registration i and were eligible for transfer & Co., the Securities were Legally or Contractually Restricted Securit curities Act"), and identified by under Regulation S under the Securities Act of 1933, as amended (the SIP of CINS identification number a CUSIP or CINS identification number that was differ ly or Contractivally Restricted Securities. assigned to any securities of the same class that were not i obtained for all unrestricted securities ntrication num Issuer shall ensure that a CUSIP or CINS id assigned to a Legally or ication numbe of the same class that is different from any CU event that it is unable C promptly in the Contractually Restricted Security of such class, and to do so.
- as Cede & Co. is a record owner of the acknowledge that. 2. Issuer and Age gights and receive the full amount of all entitled to all applicab. hall be Securities, Cede gont acknowledge that DTC shall treat any DTC ith respect thereto. Issuer and distributions payable s NTC accounts as entitled to the full benefits of Participant ("Participant") In ing S culities credited to of the preceding sentence, Issuer and Agent ownership of such Securities. Withou ting the genera acknowledge that DTC shall treat any Participant having Securities credited to its DTC accounts as entitled of the Securities, and to receive from DTC to receive distributions (and voting rights. d Agent recognize that DTC does not in any way undertake to. certificates evidencing menitor or ascertain the compliance of any transactions in the responsibility to, and shall not have an isions: (a) of Rule 144A; (b) of other exemptions from registration under the Securities with any of the securities laws; or (c) of the offering documents. Securities Act or any other or federa

Agent shad be defined as Depositing, strustee. Trust Company of Paying Agent to such definition appares in the 124x Content of Representativities to which this order may be appointed.



A "Legally Restricted Security" is a security that is a restricted security as deflued in Role 144(a)(3). A Contractionity Restricted Security" is a security that upon issitance and continually thereafter can only be sold pursuant to Regulation S under the Securities Act, Role 144A, Role 144, or in a transaction exempt from the registration requirements of the Securities Act and not involving any public offering: provided however, that once the security is sold pursuant to the provisions of Role 144, including Role 144(b)(1), a will thereby cause to be a "Contractically Restricted Security." For purposes of this definition involves provided for a Jepositary receipt to be considered a "Legally or Contractically Restricted Security." The anderlying security must also be a "Legally or Contractically 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 C	ML-ADC Venture, LLC
Same of Issuer and Co	p-lssuer(s) if applicable
Purchase Mor	ney Note due 2013
Security Description includin	g scries designation if applicable
C1 SIP Number	(s) of the Securities
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 R	REGINATION S SECURITY ISSUANCES:
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT A	APPLICABLE.)
 Issuer represents that the Securities 	are Gategory 3 Regulation S securities as defined in
Rule 903 of the Securities Act of 1933. Issuer by	is requested that, with respect to Securities that are
eligible for transfer pursuant to Regulation S, which	h have been identified by a separate CUSIP or CINS.
identification number (the "Regulation S Securities	"), DTC will not effect book entry deliveries (except stodian ('DWAC") system in Participant accounts
maintained by banks that act ar depositaries for Clean	rsteam Banking société anonyire and Euroclear) until
March	2010
(NOTE: DO NOT LEAVE BLANK - A SPECIF	CALENDAR DATE OR EVENT IS REQUIRED)
In the event that Issuer desires an extension	or shortening of this "Deliver Order Chill," Issuer or
Agent shall send DTC a notice requesting that the D	eliver Order Chill be eliminated as of a specified date.
Such notice shall be sent to BTC's and owriting De	epartment, Eligibility Section by a secure means (e.g.
legible telecopy, registered or certified than overnig	tht delivery) in a timely manner designed to assure that eclose of business two business days prior to the date
specified for elimination of the Deliver Orler C	thin. If sent by email, such notice shall be sent to
uwcorplor@dtcc.com If sent by telecopy such no	tice shall be sent to (212) 855-3274 or (212) 855-5004.
Very trull yours,	Multibank 2009-1 CML-ADC Venture, LLC By: Federal Deposit Insurance Corporation as
	Receiver for Various Failed Financial Institutions.
	as Sole Member and Manager Issuer
	THE RESERVE THE RE
Received and Accepted	Authorized Officer's Signature
THE DEPOSITORY TRUST COMPANY	BURKED SCHWERS 2/9/10
	Print Name & Date
By:	
	€ 6-tssuer, £applicable
	By:
(A) 2=22	Vathorized Officer's Signature
DTCC.	
The Depository Trust &	Print Name & Date
Clearing Corporation	z d 2 — Alegadica Si Rider Mic d 9

Regionium S Poles 110 819

Multibank Structured Transaction 2009-1 CML-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 ANY OTHER JURISDICTION AND APPLICABLE LAWS OF THE UNITED STATES OF 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 PAYENCE AGENCY HEREOF, BY ITS ACCEPTANCE OF THIS PUNCHASE MONEY NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSPER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPNANCE WITH THE SECURITIES ACT, T AND ALL OTHER APPLICABLE LAWS OF ANY THE INVESTMENT COMPANY 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 QUADIFIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE SSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASEN'S 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 SAT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENTS

THIS PURCHASE MONEY NOTE IS NOT TRANSFER BLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT. ANY SALE OR TRANSFE 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 NSTRUCTIONS TO THE CONTRARY TO TRANSFEREE, NOTWITH TANDING ANY ANY INTERMEDIARY. EACH TRANSFEROR THE ISSUER, THE PAYING AGENT OR 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 CUSTOMAL 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 CORPORATION AT 5501 TH 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 CML-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, 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.

Note is payable in such coin or currency of the The principal of this Purchase Money 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 resue with respect to this Purchase Maney 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 Mone Notes, the FDC, 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 FOIC 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 Issuer 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 emborsed 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. 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 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 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 tecking 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, the inpaid 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 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 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 CML-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 LLP

200 South Biscayne Boulevard, Suite 2500 Miami, Florida 33131-5340

Attention: Alan Axelrod

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.

Room F-7014

Washington, D.C. 20429 0002

Attention: Ralph Malami

E-Mail Address: RMalami@fdie.gov

with copies to:

Serior Counsel

PDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Pairfex Drive (Room E-7056)

Arlington Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin a 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 a	and each Holder (in such Holder is not the FDIC; a	.ny
Holder that is not the FDIC, a "Non-FDIC	C 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 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 court 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.

- 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 proceeding falling within paragraph (a) above may be enforced in any court of competent jurisdiction
- Holder, on behalf of itself and its Affiliates, hereby hre vocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to paragraph (a) or <a href="paragraph (b) above may be effected by the mailing of copies thereof by registered or certified mail, vostage 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 <a href="paragraph (c) shall affect the right of any party to serve process in any other manner permitted by Law:
- (d) Nothing in <u>paragraph</u> (a), <u>paragraph</u> (b) or <u>paragraph</u> (c) above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph</u> (a)(iii) and <u>paragraph</u> (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.

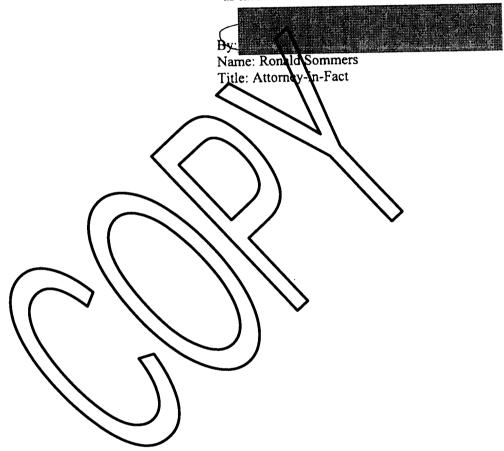
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paxing Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in conrection therewith.

[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 CML-ADC Venture, LLC

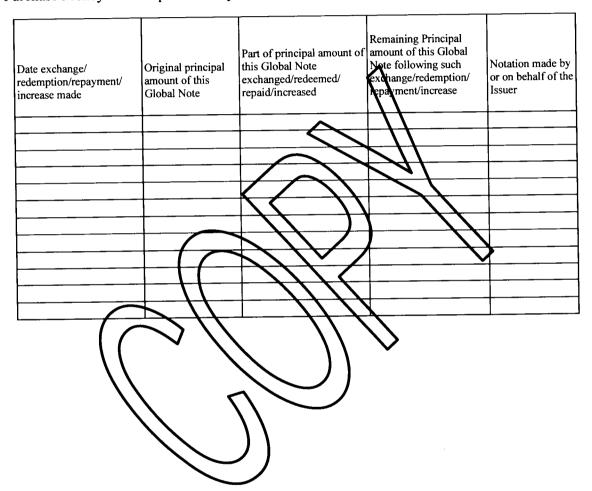
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



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
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Haven Trust Bank	Durush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First Ity Bank	Stockeridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	GA	10048	March 27, 2009
J.				

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.

cusip numbers, interest rates, and final maturities at least seven business day: [Please check one]	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
	Amy Doyle 410-884-2152
x ABS CMO	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.	Daving Agant Magan
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	\wedge
Issuer relying on Section 3©(7) of the '40 Act	Remacketing Agent Name
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 mme
Multibank 2009-1 CML-ADC VENTURE LLC	
	Tender Ageny ontact Phone
State of Incorporation or State of Municipality:	UNDER TRIVING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering Ami: ELIGIBIATY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/21	Will the Securities be scheck one:)
Is this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Yes If Yes, FAST #
(If yes, a Letter of Representations threquired)	1 6
Does this issue contain a put/tender feather? Yes N	If no, provide the date the securities will be delivered to DTC:
(If 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 deliver securities to DTC at least one business day before closing
Lead Underwriter Contact Phone	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:	Clade to dDTC P-eticidan
	BY: The second s
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

		Amount	+	Price (To Public)
0.00%	2/25/2012	0	- [-	
0.00%	2/25/2013	0	F	
0.00%	2/25/2013	0	T	
0.00%	2/25/2014	0	1	
0.00%	2/25/2014	0	L	
	(
			destruction of the state of the	
	1			
	7			The second secon

DTC Underwriting Department Phone Numbers:

C			
Issue Eligibility:		Authori	Authorization for Closing:
Municipal	(212)855-3704	Closing	Closing (212)855-3752/53/54/55
Fax	(212)855-3726/28	Fax	(212)855-3607
Underwriting Processing:		Departn	Department 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

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, ISL New York, NY 10041-0099 Ladies and Gentlemen: curities") that all issues (th This letter sets forth our understand any ("DTC"). pository Trust C Issuer shall request to be made eligible for de Issuer is: (Note: Issuer shall r present on cross out the other.) Delaware er the laws of -fineorporated in formed for deposit at DTC, and to act in ot the Securities curities. Issuer represents to DTC that issuer vin respect to the S accordance with DTC's Rules cated in DTC erational Arrangements, as they may be will comply with the requirements amended from ime to time. Multibank 2009-1 RES-ADC Venture, LLC by Federal Deposit Insurance Corporation as Note: Schedule A contain statements that DTC believes accurately describe DTC, the meth Receiver for Various Failed Financial Institutions, as Sole Member and Manager of effecting book-entry bans gs of securities distributed through DTC, and matters. (Authorized Officer's Signature) Received and Accepted THE DEPOSITORY TRUST COMPANY e o Federal Deposit Insurance Corporation 550 J 5th Street, NW (Room F-70) 44 Washington, D.C. 20429-0002 State) (Country) (202) 898-3713 Those Numbers The Depository Trust & Clearing Corporation RMalami &fdic.gov Hemail Addressi

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. 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 [cach issue of] the Securities, [cach] 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 depositedy, se trust company organized under limited-p of the New York Banking Law, a the New York Banking Law, a "banking organization" within n eaning earing of the New York Uniform member of the Federal Reserve System, a "clearing tion' isions of Section 17A of the Securities 3 willion issues of U.S. and non-U.S. Commercial Code, and a "clearing agency" registered pursuant the pri Exchange Act of 1934. DTC holds and provides asso over 3 (from over 100 countries) that and money i equity issues, corporate and municipal debt is t instruments DTC's participants ("Direct Participants") depos ь DTC. DTd facilitates the etrade settlement among Direct Participants of sales and other securities tran ns in depo securities, through electronic computerized This eliminates the need for physical book-entry transfers and pledges between Di U.S. and non-U.S. securities brokers and movement of securities certificates other organizations DTC is a wholly-owned dealers, banks, trust companies aring corpor subsidiary of The Depository 1 & Clearing Concord (C'). DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ig Corporation, all of which are registered haries. Access to the DTC system is also clearing agencies the users of its is own available to others nd non-U.S. secur ad dealers, banks, trust companies, and clearing corporation naintain a custodí oth a Direct Participant, either directly or indirectly ("ndi eet Participants"). is Standard & Po righest wing: AAA. The DTC Rules applicable and Exchange to its Participar e on file with the Sec mission. More information about DTC can be found at www.dl om and www.dtc.org
- of Securities under the DTC system must be made by or through Direct Participants, which will receive a c for the Securities DTC's records. The ownership interest of each actual purchaser of each Security ("Benefic wner") is in ti p be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no uve written onfirmation from DTC of their purchase. Beneficial Owners are. however, expected to receive writen confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or In irect 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, DTC'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. (ner asy other DTC comines) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with BTC's AMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Lister as soon as possible after the recard date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing quashed to the Omnibus Proxy).
- will be made to Code yme is on the Securiti idend Redemption proceeds, distributions, a QTS's practice is to resentative of DTC. & Co., or such other nominee a inds and corresponding detail information from Issuer credit Direct Participants' accounts pon DTC dings shown on DTC's records. Payments by or Agent, on payable date in a ance with their tions and customary practices, as is the case I be governed by Participants to Beneficial Owner gistered in "street name," and will be the f customers in be with securities held the accor subject to any statutory or regulatory not of DTC, Ag responsibility a such Partie pant edemation proceeds, distributions, and dividend to time. Paymer requirements a be in effect from ted by an authorized representative of DTC) is nee as may be r payments to C & Co. (or such other ayments to Direct Participants will be the rsement of su of Issuer or Agent, the responsibil eneficial Owners will be the responsibility of gyments to responsibility of and disbursement of Direct and Indirect ncipants.
- [9. A Beneficial Owner shall give notice 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 Furth part'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 awnersmip rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry chedit 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 CML-ADC Venture, LLC		
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 Securitie		

- e name of DTC's nominee, Cede Issuer represents that at the time of initial registration in 1. and were eligible for transfer & Co., the Securities were Legally or Contractually Restricted rities Act"), and identified by under Regulation S under the Securities Act of 1953, as amendo iP or CINS identification number a CUSIP or CINS identification number that was dif om any lly or Consactually Restricted Securities. assigned to any securities of the same class that were not ben is obtained for all unrestricted securities Issuer shall ensure that a CUSIP or CINS identification nun intification number a signed to a Legally or of the same class that is different from any CU. C promptly in the event that it is unable all notify Di Contractually Restricted Security of such class, ar to do so.
- as Cede & Co. is a record owner of the Issuer and Agent acknowledge bah ne rights and receive the full amount of all o, chall be entitled to all applicat Securities, Cede, ent acknowledge that DTC shall treat any DTC distributions payabl th respect thereto. Issuer and OTC accounts as entitled to the full benefits of curities credited to Participant ("Participant") having S of the preceding sentence, Issuer and Agent limiting the gener ownership of such Securities. Without ecurities credited to its DTC accounts as entitled TC shall treat any Participant having \$ acknowledge that D respect of the Securities, and to receive from DTC to receive distributions (and voting rights, if any) Securities. Issuar and Agent recognize that DTC does not in any way undertake to, certificates evidencing monitor or ascertain the compliance of any transactions in the responsibility to, and shall not have an proxisions: (a) of Rule 144A; (b) of other exemptions from registration under the Securities with any of the or federal securities laws; or (c) of the offering documents. Securities Act or any other

Agent shall be defined as Depositary. Trustee: Trast Company or Paying Agent as such definition applies in the DTC Letter of Representations to which has outer may be appended.



¹A "Legally Restricted Security" is a security that is a restricted security, as defined in Ruic 144(a)(3). A "Contractually Restricted Security" is a security that upon issuance and continually thereafter can only be sold pursuant to Regulation S under the Securities Act. Rule 144A. Rule 144, or in a transaction exempt from the registration requirements of the Securities Act and not involving any public offering; provided however, that once me security is sold pursuant to the provisions of Rule 144, including Rule 144(b)(1), it will thereby cease to be a "Contractually Restricted Security." For purposes of this definition, in order for a depository receipt to be considered a "Legally or Contractually Restricted Security." the underlying security must also be a "Legally or 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 CML-ADC Venture, LLC

Name of Issuer and Co	o-Issuer(s) if applicable
Purchase Money	Note due 2014
Security Description including	g series designation if applicable
CUSIP Number((s) of the Securitie
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 R	PEGIN ATION S SECURITY ISSUANCES:
(NOTE: ISSUER SHALL <u>CROSS OUT</u> ITEM 3 IF NOT A	APPLICABLE.)
	- / / / /
	are Sategory 3 Regulation S securities as defined in as requested that, with respect to Securities that are
eligible for transfer pursuant to Regulation S. which	h have been identified by a separate CUSIP or CINS
identification number (the "Regulation S Securities"	"), DTC will not effect book entry deliveries (except
deliveries via DTC's Deposit/Withdrawal at Cur	todian (DVAC") system in Participant accounts
maintained by banks that act as depositaries for Clear	rskeap. Banking société anonyme and Euroclear) until
	h2Y, 2010
(NOTE: DO NOT LEAVE BLANK - A SPECIA	COLLENDAR DATE OR EVENT IS REQUIRED)
In the ey ni that Issuer desires an extension	er sporteging of this "Deliver Order Chill." Issuer or
Agent shall send DTC a cotton requesting that the D	or shortering of this "Deliver Order Chill," Issuer or reliver Order Chill be eliminated as of a specified date.
Such notice shall be sent to BTC's Underwriting De	epartment, Eligibility Section by a secure means (e.g.,
legible telecopy, registered or certified man overnig	tht delivery) in a timely manner designed to assure that
such notice is in DTC's possession no later then the	close of business two business days prior to the date
specified for elimination of the Deliver Order C	hin. If sent by email, such notice shall be sent to
uwcorplor@dtcc.com. If sent by telectory such no	tice chall be sent to (212) 855-3274 or (212) 855-5004.
Very truly years.	Multibank 2009-1 CML-ADC Venture, LLC By Federal Deposit Insurance Corporation as
1017 1121 7 12121	Receiver for Various Failed Financial Institutions.
	as Sole Member and Manager
Received and Accepted	By To Profit to the Profit of
THE DEPOSITORY TRUST COMPANY -	Authorized Officer's Signature
THE DEPOSITORY TRUST COMPANY	FUNALD SCHMENS 2/9/10
	Print Name & Date
By: The Alexander The Land	
	((() () () ()
	Co-Issuer, if applicable
	By: Authorized Officer's Signature
O DTCC.	Comment of the American
	Hand Nove 2 Nove
The Depository Trust &	Print Name & Date
Clearing Corporation Regge.	2042 Reported SiRed Platte