

PURCHASE MONEY NOTES GUARANTY AGREEMENT

BY AND BETWEEN

FEDERAL DEPOSIT INSURANCE CORPORATION

AND

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

Dated as of January 7, 2010

TABLE OF CONTENTS

Section 1.	<u>Guaranty</u>	1
Section 2.	<u>Guaranty Absolute</u>	1
Section 3.	<u>Action with Respect to Guaranteed Obligations</u>	2
Section 4.	<u>Representations and Warranties</u>	2
Section 5.	<u>Waiver</u>	3
Section 6.	<u>Reinstatement of Guaranteed Obligations</u>	3
Section 7.	<u>Subrogation; Assignment of Claims</u>	4
Section 8.	<u>Purchase Money Notes Guarantor’s Right to Control Remedies</u>	4
Section 9.	<u>Information</u>	4
Section 10.	<u>Governing Law</u>	4
Section 11.	<u>Records and Accounts</u>	4
Section 12.	<u>Waiver of Remedies</u>	5
Section 13.	<u>Termination</u>	5
Section 14.	<u>Successors and Assigns</u>	5
Section 15.	<u>Amendments</u>	5
Section 16.	<u>Consent of Noteholder</u>	5
Section 17.	<u>Payments</u>	6
Section 18.	<u>Notices</u>	6
Section 19.	<u>Severability</u>	7
Section 20.	<u>Headings</u>	8
Section 21.	<u>Limitation of Liability</u>	8
Section 22.	<u>Waiver of Jury Trial</u>	8
Section 23.	<u>Jurisdiction; Venue and Service</u>	8
Section 24.	<u>Counterparts; Facsimile Signature</u>	10

PURCHASE MONEY NOTES GUARANTY AGREEMENT

THIS PURCHASE MONEY NOTES GUARANTY AGREEMENT (this “**Guaranty Agreement**”) is entered into as of the 7th day of January, 2010, by and between the Federal Deposit Insurance Corporation (the “**Purchase Money Notes Guarantor**”) and the Federal Deposit Insurance Corporation as Receiver for various failed financial institutions listed on Schedule 1 hereto (the “**Noteholder**”). Capitalized terms used in this Guaranty Agreement and not otherwise defined in this Guaranty Agreement shall have the meanings assigned to them in, or by reference in, that certain Custodial and Paying Agency Agreement, dated as of the 7th day of January, 2010, among the Multibank 2009-1 CRE Venture, LLC, the Federal Deposit Insurance Corporation, in its corporate capacity, as the guarantor of the Purchase Money Notes, the Federal Deposit Insurance Corporation, in its capacity as Receiver for various failed financial institutions listed on Schedule 1 hereto, as Collateral Agent pursuant to the Reimbursement, Guaranty and Security Agreement (as hereinafter defined), and Wells Fargo Bank, N.A., a national banking association (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Debtor (as hereinafter defined) and any new or successor custodian and paying agent, the “**Custodial and Paying Agency Agreement**”).

RECITALS

WHEREAS, pursuant to that certain Loan Contribution and Sale Agreement, dated as of the 7th day of January, 2010 (the “**Contribution Agreement**”), between Multibank 2009-1 CRE Venture, LLC (“**Debtor**”) and the Noteholder, the Noteholder has transferred certain assets to Debtor, partly as a sale and partly as a capital contribution, and in return for said assets Debtor has issued to the Noteholder one or more Purchase Money Notes, dated of even date herewith, in the aggregate principal face amount of \$233,054,420 (each a “**Purchase Money Note**” and collectively the “**Purchase Money Notes**”); and

WHEREAS, to provide the Noteholder support for the payment and performance of Debtor’s obligations under the Purchase Money Notes, the Purchase Money Notes Guarantor has agreed to enter into this Guaranty Agreement and to perform the obligations of the Purchase Money Notes Guarantor described in this Guaranty Agreement.

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

Section 1. **Guaranty**. The Purchase Money Notes Guarantor hereby absolutely, irrevocably, completely, unconditionally and immediately guarantees the due and punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of the outstanding principal amount of each Purchase Money Note (the “**Guaranteed Obligations**”).

Section 2. **Guaranty Absolute**. The Purchase Money Notes Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of each Purchase

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

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

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

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

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

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

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

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

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

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

Section 5. Waiver. Except with respect to the Purchase Money Notes Guarantor's consent rights under Section 3, which consent rights shall not be limited, waived or otherwise modified by operation of this Section 5, the Purchase Money Notes Guarantor, to the fullest extent permitted by law, hereby waives notice of acceptance hereof or any presentment, demand, protest or notice of any kind, and any other act or thing, or omission or delay to do any other act or thing, that in any manner or to any extent might vary the risk of the Purchase Money Notes Guarantor or that otherwise might operate to discharge the Purchase Money Notes Guarantor from its obligations pursuant to this Guaranty Agreement. The Purchase Money Notes Guarantor acknowledges that it will receive direct and indirect benefits from the arrangements contemplated in this Guaranty Agreement and that the waivers set forth in this Section 5 are knowingly made in contemplation of such benefits. The Purchase Money Notes Guarantor hereby waives any right to revoke this Section 5 and acknowledges that this Section 5 is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 6. Reinstatement of Guaranteed Obligations. This Guaranty Agreement shall in all respects be a continuing and irrevocable guaranty of payment and (a) shall remain in full force and effect until the indefeasible payment in full and in cash of the Guaranteed Obligations, (b) shall be binding upon the Purchase Money Notes Guarantor and its successors and assigns and (c) shall inure to the benefit of and be enforceable by the Noteholder and its successors, pledgees, transferees and assigns. If any claim is ever made on the Noteholder for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations, and the Noteholder repays all or part of said amount by reason of (y) any judgment, decree or order of any court or administrative body of competent jurisdiction or (z) any settlement or compromise of any such claim effected by the Noteholder with any such claimant (including, without limitation, Debtor or a trustee in bankruptcy for Debtor), then and in such event the Purchase Money Notes Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding on it, notwithstanding any revocation hereof or the

cancellation of this Guaranty Agreement, any Purchase Money Note or any other instrument evidencing any liability of Debtor, and the Purchase Money Notes Guarantor shall be and remain liable to the Noteholder for the amounts so repaid or recovered to the same extent as if such amount had never originally been paid to the Noteholder, and the Purchase Money Notes Guarantor's obligations and liabilities to the Noteholder under this Guaranty Agreement shall be reinstated to such extent and this Guaranty Agreement and any collateral for this Guaranty Agreement shall remain in full force and effect (or shall be reinstated) to such extent.

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

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

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

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

Section 11. Records and Accounts. The Noteholder may maintain books and accounts setting forth the amounts paid and payable with respect to the Guaranteed Obligations, and in the

case of any dispute relating to any of the outstanding amount, payment or receipt of any of the Guaranteed Obligations or otherwise, the entries in such books and accounts shall constitute *prima facie* evidence of amounts and other matters set forth therein. The failure of the Noteholder to maintain such books and accounts shall not in any way relieve or discharge the Purchase Money Notes Guarantor of any of its obligations pursuant to this Guaranty Agreement.

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

Section 13. Termination. This Guaranty Agreement shall remain in full force and effect with respect to the Purchase Money Notes Guarantor until the earliest of (a) indefeasible satisfaction and payment in full of the Guaranteed Obligations and the termination or cancellation of each Purchase Money Note in accordance with its terms and (b) two years following the Maturity Date (as such term is defined in the last maturing Purchase Money Note, including any Reissued Purchase Money Note) of the last maturing Purchase Money Note, including any Reissued Purchase Money Note.

Section 14. Successors and Assigns. Each reference in this Guaranty Agreement to the Noteholder and to the Purchase Money Notes Guarantor shall be deemed to include its successors and assigns, in whose favor the provisions of this Guaranty Agreement also shall inure and upon whom this Guaranty Agreement also shall be binding; provided that the Purchase Money Notes Guarantor may not assign or transfer its obligations pursuant to this Guaranty Agreement to any person without the prior written consent of the Noteholder. Any such assignment or other transfer to which the Noteholder has not so consented shall be null and void *ab initio*.

Section 15. Amendments. No amendment of any provision of this Guaranty Agreement shall be effective unless it is in writing and signed by the Noteholder and the Purchase Money Notes Guarantor, and no waiver of any provision of this Guaranty Agreement, and no consent to any departure by the Purchase Money Notes Guarantor therefrom, shall be effective unless it is in writing and signed by the Noteholder, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 16. Consent of Noteholder. In any case in which consent of the Noteholder is required pursuant to the terms of this Guaranty Agreement, such consent shall be governed by the provisions of the Custodial and Paying Agency Agreement.

Section 17. Payments. All payments to be made by the Purchase Money Notes Guarantor pursuant to this Guaranty Agreement shall be made in legal currency of the United States of America, in immediately available funds, on the date one business day after written demand therefor.

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

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

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

with a copy to:

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

Address for notices or communications to the Noteholder:

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

with a copy to:

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

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

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

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

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

Section 23. Jurisdiction; Venue and Service.

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

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

(A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the Purchase Money Notes Guarantor or the FDIC Noteholder files the suit, action or proceeding without the consent of the Purchase Money Notes Guarantor or the FDIC Noteholder, as applicable;

(B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; or

(C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.

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

(A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Noteholder, as applicable;

(B) assert that venue is improper in the Supreme Court of the State of New York; or

(C) assert that the Supreme Court of the State of New York is an inconvenient forum.

(iii) agrees to bring any suit, action or proceeding by any Non-FDIC Noteholder, or its Affiliates against the Purchase Money Notes Guarantor or the FDIC Noteholder arising out of, relating to, or in connection with this Agreement or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Noteholder, as applicable, and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the Purchase Money Notes Guarantor or the FDIC Noteholder, as applicable; 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 Section 23(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Noteholder, as applicable.

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

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


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

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


[Signature page follows.]

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

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Purchase Money Notes Guarantor

By: 
Name: Ralph Malami
Title: Attorney-in-Fact

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

By: 
Name: Ralph Malami
Title: Attorney-in-Fact

[Signature page to Purchase Money Notes Guaranty Agreement]

Schedule 1
List of Various Failed Financial Institutions

<u>Bank Name</u>	<u>City</u>	<u>State</u>	<u>Fund</u>	<u>Closing Date</u>
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA	10018	October 24, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	CA	10020	November 7, 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	GA	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10026	December 12, 2008
Haven Trust Bank	Duluth	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	Salt Lake City	UT	10031	January 30, 2009
Ocala National Bank	Ocala	FL	10032	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Coral	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
Security Savings Bank	Henderson	NV	10043	February 27, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009