Multibank Structured Transaction 2009-1 RES-ADC Execution Version

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

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

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

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

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

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

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

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

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

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



PURCHASE MONEY NOTE

Certificate No.:

NT CL A-1 144A

ISIN No.: CUSIP No.:

\$110,698,466.00

February 9, 2010

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

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

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

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

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

Payments on this Purchase Money Note will be made by the Paying Agent by wire transfer of immediately available funds to such account as may be specified from time to time by the Holder to the Paying Agent in writing or, at the option of the Holder hereof, by check to such address as the Holder shall have designated to the Paying Agent in writing, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. Notwithstanding the foregoing, the final payment on this Purchase Money Note will be made only upon presentation and surrender of this Purchase Money Note at the office or agency maintained for that purpose by the Paying Agent in Minneapolis, Minnesota If any payment of principal of, or any other amount owed by the Issuer pursuant to, this turchase 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 atterney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferrent he Paying Agent shall promptly register the transfer, record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon registration of the transfer by the Paying Agent. Prior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

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

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

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

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

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

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note shall be in writing and shall be mailed or delivered to the applicable address or electronic mail address of the parties specified below for such Person or to such other address or electronic mail address as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered

by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) if delivered by electronic mail (which form of delivery is subject to the provisions of this paragraph), when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation pursuant to this Purchase Money Note.

If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC

700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LP

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 331315340

Attention: Alan Axerod

E-Mail Address: AAxelrod@bilzin.com

and if to the Holder hereof, to.

Manager, Capital Markets & Resolutions

c/o Federal Deposit Insurance Corporation

550 17th Street, N.W.

Koom F-7014

Washington, D. . 20429-0002

Attention: Ralph Malami

EMail Address: RMalami@fdio.gov

with copies to

Senior Counsel

FDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

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

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

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

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

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note shall be governed by and construed in accordance with federal law, but if federal law does not provide a rule of decision, it shall be governed by and construed in accordance with the law of the State of New York, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Folder is not the FDIC; any Holder that is not the FDIC a "Non-FDIC Nolder"), on behalf of itself and its Affiliates, irrevocably and unconditionally:
- (i) consents to the jurisdiction of the United States District Court for the Southern District of New York and to the jurisdiction of the United States District Court for the District of Columbia for any sunt action or proceeding against it or any of its Affiliates commenced by any Holder (If such Nolder is the FDIC; the Holder that is the FDIC, the FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document, and waives any right to:
- (A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the FDIC Holder files the suit, action of proceeding without the consent of the FDIC Holder;
- (B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; of
- (C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.
- (ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:

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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, 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-FNIC Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within paragraph (a) above may be enforced in any court of computent jurisdiction.
- (c) Subject to the plovisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph</u> (a) or <u>paragraph</u> (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph</u> (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

EACH OF THE ISSUER AND THE HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

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

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

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

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

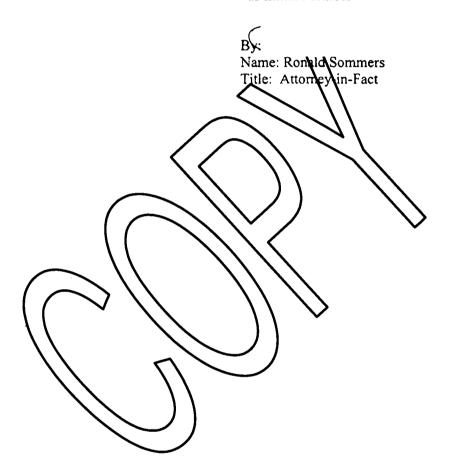
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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

Multibank 2009-1 RES-ADC Venture, LLC

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

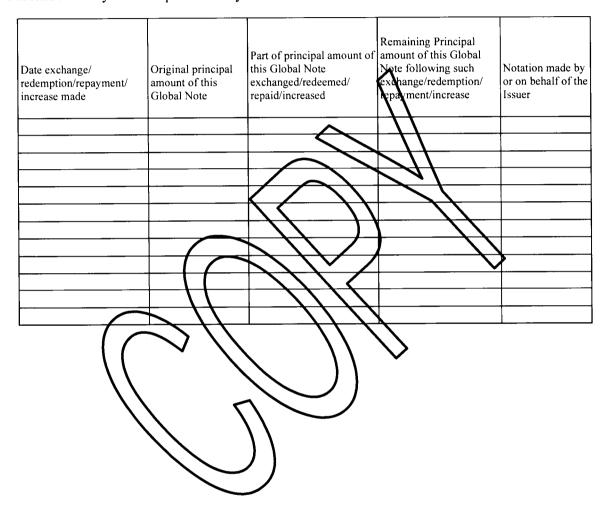


[Signature Page to Global Purchase Money Note Rule 144A (Class A-1)]

SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State Fu	<u>nd</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA	10018	October 24, 2008
Freedom Bank	Bradenton	PL\	10019	October 31, 2008
Security Pacific Bank	Los Angeles	c A	10020	November 7, 2008
Franklin Bank, SSB	Houston	TX\\	10021	November 7, 2008
The Community Bank	Loganville	DA 11	10022	November 21, 2008
First Georgia Community Bank	Jackson	21	0025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10056	December 12, 2008
Haven Trust Bank	Quiuth	G A	10027	Pecember 12, 2008
Bank of Clark County	Vancouver	уVА	10029	Vanuary 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Sax 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
Cornbell Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Cora	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA :	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009
\sim				

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

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

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

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

* ("Capital Appreciation, P=Put, S= Serial, T=Term

19

DTC Underwriting D	DTC Underwriting Department Phone Numbers:	:
Issue Eligibility:		Authorization for Closing:
Municipal	(212)855-3704	Closing (212)855-3752 53 54/55
Fax	(212)855-3726/28	Fax (212)855-3607
Underwriting Processing:		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:

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

Delivery of Securities to DTC

The Depository Trust Company
S Water Street, 1SL - (Underwriting Securities) Attent Interface/Underwriting Dept

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010. (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understanding with respe ct to all issues (the curities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DFC"). Issuer is: (Note: Issuer shall represent one and cross out the other.) Delaware -fineorporated in-formed under the laws of ble for deposit at DTC, and to act in coot the Securities respect to the S ectrities. Issuer represents to DTC that issuer accordance with DTC Operational Arrangements, as they may be with the requirement cated in DTC's will comply amended from lime to time ry truly yours. Multibank 2009-1 RES-ADC Venture, 11.0 Note: Schedule A contains statements that DTC Federal Deposit Insurance Corporation as believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions. of effecting book-entry b unsiers of securitie as Sole Member and Manager distributed through DTC, and a Bè matters. (Authorized Officer's Signature Received and Accepted THE DEPOSITORY TRUST COMPANY Print Name) c o rederal Deposit insurance Corporation 580 F⁻¹² Streat, NW (Room e-7014) Wishington, D.C. 2:429-3002 i Country i States (202) 898-3713 Hhone Nurr Serv The Depository Trust & RMalami & fdie gev Clearing Corporation Homain Address.

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities. [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities deposited Jimited-p se trust company organized under the New York Banking Law, a "banking organization" with the New York Banking Law, a eating of the New York Uniform member of the Federal Reserve System, a "clearing corporation isions of Section 17A of the Securities the pre Commercial Code, and a "clearing agency" registered pur Exchange Act of 1934. DTC holds and provides asso million issues of U.S. and non-U.S. over 3.3 (from over 100 countries) that equity issues, corporate and municipal debt issues and money r et instruments post-trade settlement among wh DIC. DIC also facilitates the DTC's participants ("Direct Participants") depos securities, through electronic computerized Direct Participants of sales and other securities trans ens in depos lted counts. This eliminates the need for physical book-entry transfers and pledges between Direct Pa oth U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates Parti upant dealers, banks, trust companies certain aring corporations subsidiary of The Depository T & Clearing Corporal (C"). DTCC is the holding company for D1C. ation and Fixed ng Corporation, all of which are registered National Securities Clearing Co ubsidiaries. Access to the DTC system is also clearing agencies by the users of its r brokers and dealers, banks, trust companies, and and non-U.S. secur available to others such as ationship both a Direct Participant, either directly linghest using: AAA. The DTC Rules applicable maintain a custodi clearing corporation s that clear through or indirectly (" ect Participants"). DTC is Standard & Po ndi e on file with the Sect and Exchange ornmission. More information about DTC can be to its Participal found at www.dicc.com and www.dtc.org
- Purc of Securities under the DTC system must be made by or through Direct Participants. on DTC's records. The ownership interest of each actual purchaser of which will receive a d for the Securities each Security ("Benefic (Winer") is in turn o be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no receive written Jontzmation from DTC of their purchase. Beneficial Owners arc. 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 pooks of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- 16. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.
- Neither DTC nor Cede & Co. (nor any other DTC commes) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's LMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing utached to the Omnibus Proxy).
- U be made to Cede tyme its on the Securition Redemption proceeds, distributions, a idend p zed representative of DTC. s practice is to & 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 lance with their ctions and customary practices, as is the case Participants to Beneficial Owner I be governed by geistered in "street name," and will be the if customers in be with securities help not of DTC, Ago subject to any statutory or regulatory such Participant responsibility edemation proceeds, distributions, and dividend requirements a to time. Paymer ted by an authorized representative of DTC) is mee as may be re payments to C & Co. (or such other de ayments to Direct Participants will be the of Issuer or Agent, sement of su the responsibil Beneficial Owners will be the responsibility of payments to responsibility of ', and disbursement of Direct and Indirec ticipants.
- Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry 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 RES-A	DC Venture, LLC
Name of Issuer and Co-Issue	er(s), if applicable
Purchase Money No	ite due 2012
Security Description including serie	s designation, if applicable
	^
(USIP number(s) of t	he securitles
1. Issuer represents that at the time of initial registrate ecurities were Legally or Contractually Restricted Securities ecurities Act of 1933, as amended (the "Securities Act"), and not was different from any CUSIP or CINS identification nursers not Legally or Contractually Restricted Securities. Issuember is obtained for all unrestricted securities of the sand fentification number assigned to a Legally of Contractually Restriction requirements of Rule 144A. 2. Issuer and Agent ² acknowledge that, so long as Yello, shall be entitled to all applicable voting rights and force expect thereto. Issuer and Agent acknowledge that DTC shaped the contract of the Securities and Agent acknowledge that DTC shaped as a credited to its DTC accounts as entitled to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC shaped as a credited to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC shaped as a credited to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC shaped as a credited to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC shaped as a credited to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC shaped as a credited to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC accounts as entitled to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC accounts as entitled to the full imiting the generality of the preceding sentence. Issuer and Agent acknowledge	es, eligible for transfer under Rule 144A under the identified by A CUSIP or CINS identification number more assigned to any securities of the same class that are shall ensure qualta CUSIP or CINS identification go class that is different from any CUSIP or CINS identification go class that is different from any CUSIP or CINS identification go class that is different from any CUSIP or CINS identified Security of such class, and shall notify DTC entistible it has agreed to comply with all applicable of the full amount of all distributions payable with all freat any DTC Participant ("Participant") having benedits of ownership of such Securities. Without general however, we have a such as the content of the provisions: (a) of Rule 144A; (b) of other other state or federal securities laws; or (c) of the Multibank 2009-1 RES-ADC Venture, LLC

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The Depository Trust & Clearing Corporation

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

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

INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "OUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (1) THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND IS ACQUIRING THIS PURCHASE MONEY NOTE IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND (2) THAT IS NOT A "U.S. RESIDENT" WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT AND. IN THE CASE OF BOTH CLAUSES (A) AND (B), IN A PRINCIPAL AMOUNT OF NOT LESS THAN U.S.\$500,000 FOR TAN 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 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 CUSTODIAL AND PAYING AGEN 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 TRANSPER ANY RIGHTS TO THE TRANSPEREE, NOT WITH STANDING ANY INSTRUCTIONS TO G AGENT OR ANY THE CONTRARY TO THE ISSUER, THE INTERMEDIARY, EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSPER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSPEREE. IN ADDITION TO THE TOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-RERMSTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

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

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

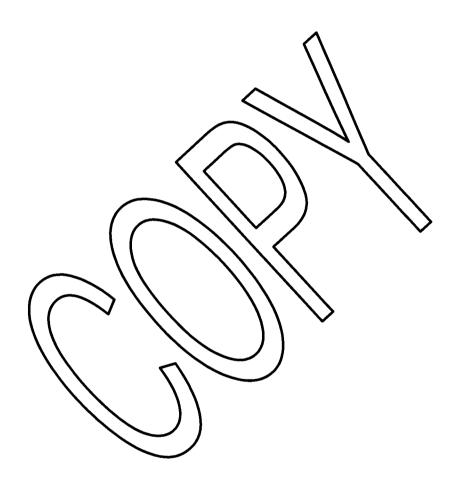
NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT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

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



PURCHASE MONEY NOTE

Certificate No.:

NT CL A-2 144A

ISIN No.: CUSIP No.:

\$221,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "Issuer"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$221,000,000.00 (Two Hundred Twenty-One Million and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note thown 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 lote is parable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of Kebruary 9, 2010 by and among the Issuer, the Federal Deposit Insurance 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 cus odian and paying agent, the "Custodial and Paving Agency Agreemen This Purchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

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

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

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

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

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

This Purchase Money Note is a registered note and may be transferred only upon surrender to the Paying Agent (with concurrent written notice to the Issuer of the requested transfer) of this Purchase Money Note for registration and transfer, duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its 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 or the benefit of creditors; (ii) (b) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver of liquidator of the Issuer or of all or any substantial part of the Issuer's properties (vi) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (1) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business 60 days have passed following the Days) as they become due; or (viii) at least sixty commencement of any proceeding against the Asuer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, and such proceeding has not been dismissed, of at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Issuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (69) days have passed following the expiration of the stay if such appointment has not been vacated.

Upon the occurrence of an 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 vaiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth helein the rights and remedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

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

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note shall be in writing and shall be mailed or delivered to the applicable address or electronic mail address of the parties specified below for such Person or to such other address or electronic mail address as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered

by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) if delivered by electronic mail (which form of delivery is subject to the provisions of this paragraph), when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation pursuant to this Purchase Money Note.

If to the Issuer, to:

Multibank 2009-1 RES-ADC Venture, LLC

700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LP

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 33131 5340

Attention: Alan Axerod

E-Mail Address: AAxerod@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

EMail Address: RMalami@fdio.gov

with copies to

Senior Counsel

FDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

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

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

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

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

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note shall be governed by and construed in accordance with federal law, but if federal law does not provide a rule of decision, it shall be governed by and construed in accordance with the law of the State of New York, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC a "Non-FDIC 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 Nolder is the FDIC; the Holder that is the FDIC, the FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document, and waives any right to:
- (A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the FDIC Holder files the suit, action of proceeding without the consent of the FDIC Holder;
- (B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District o Columbia; of
- (C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.
- (ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:

- (A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder;
- (B) assert that venue is improper in the Supreme Court of the State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.
- (iii) agrees to bring any suit, action or proceeding by the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder, and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the FDIC Holder; and
- (iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within paragraph (a)(iii) above, to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-FNIC Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within <u>paragraph (a)</u> above may be enforced in any court of computent jurisdiction.
- (c) Subject to the provisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph</u> (a) or <u>paragraph</u> (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph</u> (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

EACH OF THE ISSUER AND THE HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

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

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

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

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

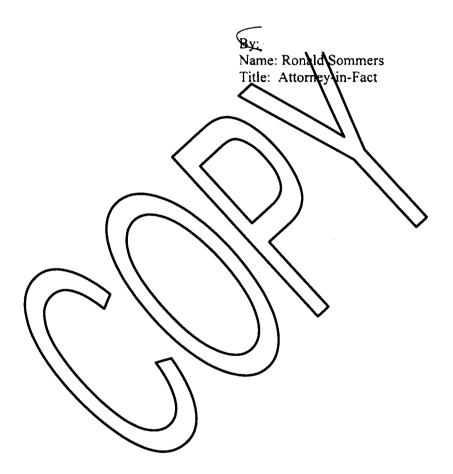
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 RES-ADC Venture, LLC

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

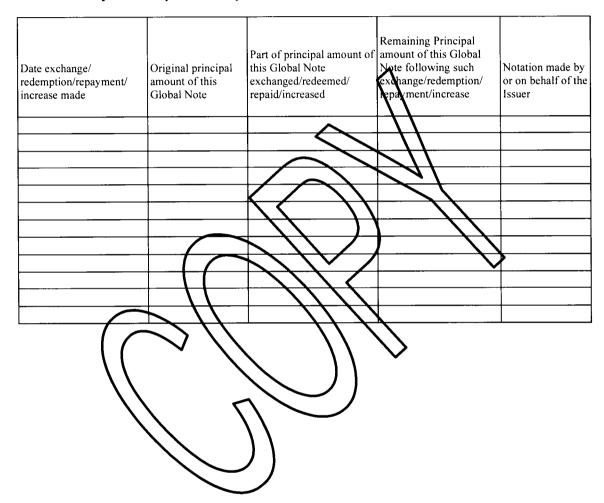


[Signature Page to Global Purchase Money Note Rule 144A (Class A-2)]

SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State Fund Clo	sing Date
Columbian Bank and Trust	Topeka	KS 10011 Aug	gust 22, 2008
Integrity Bank	Alpharetta	GA 10012 Aug	gust 29, 2008
Silver State Bank	Henderson	NV 10013 Sep	tember 5, 2008
Alpha Bank and Trust	Alpharetta	GA 10018 Oct	ober 24, 2008
Freedom Bank	Bradenton	L 10019 Oct	ober 31, 2008
Security Pacific Bank	Los Angeles	Ch 10020 Nov	vember 7, 2008
Franklin Bank, SSB	Houston	10021 Nov	ember 7, 2008
The Community Bank	Loganville	GA 10022 Nov	vember 21, 2008
First Georgia Community Bank	Jackson	GA 10025 Dec	ember 5, 2008
Sanderson State Bank	Sanderson	TX 18026 Dec	ember 12, 2008
Haven Trust Bank	Ruluth	GA 18027 Dec	cember 12, 2008
Bank of Clark County	Vancouver	WA 10029 Jan	uary 16, 2009
1 st Centennial Bank	Redlands	CA 10030 Jan	uary 23, 2009
MagnetBank	Galt Lake City	UT 10031 Jan	uary 30, 2009
Ocala National Bank	Ocala	FL 10032 Jan	uary 30, 2009
FirstBank Financial Services	McDondugh	GA 10036 Feb	ruary 6, 2009
Combet Bank and Trust	Pittsfield	IL 10037 Feb	ruary 13, 2009
Riverside Bank of the Gulf Coast	Cape Coral	FL 10038 Feb	ruary 13, 2009
Silver Falls Bank	Silverton	OR 10041 Feb	ruary 20, 2009
FirstCity Bank	Stockbridge	GA 10047 Mar	rch 20, 2009
Omni National Rank	Atlanta	GA 10048 Mar	rch 27, 2009
Integrity Bank	Jupiter	FL 10095 July	31, 2009

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

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

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

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

CUSIP INFORMATION	ATION				
Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
	0.00%	2/25/2012	0	T	
2	0.00%	2/25/2012	0	T	
3	0.00%	2/25/2013	0	_	
-	0.00%	2/25/2013	0	T	
v.	0.00%	2/25/2014	0	T	
9	0.00%	2/25/2014	0	1	
6					
01					
12					
13					
4					
15					
16					
17			>		
18					
61					
20					
	* C-Capital Appreciation, P=Put, S= Serial, T=Term	r=Term			
		Ì			

DTC Mailing Addresses:

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

Closing (212)855-3752 53 54 55

Department Managers: (212)855-3607

Fax

(212)855-3726:28 (212)855-3704

Authorization for Closing:

DTC Underwriting Department Phone Numbers:

Issue Eligibility: Municipal

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:

(212)855-8703.8707 (212)855-8820:8821

Eax

55 Water Street; 1SL - (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, LL	
 (Name of Issuer and Co-Issuer(s), if applicable)	
^	February 9, 2010

Attention: Underwriting Department The Depository Trust Company

55 Water Street, 1SL

New York, NY 10041-0099

Ladies and Gentlemen:

curities") that This letter sets forth our understanding all issues (th many ("DTC"). The Depository Trust C Issuer shall request to be made eligible for deposit by

Issuer is: (Note: Issuer shall represent on and cross out the other.)

-fineorporated in formed under the laws of

Delaware

(Date)

ble for deposit at DTC, and to act in coot the Securities in respect to the Securities. Issuer represents to DTC that issuer accordance with DTC Operational Arrangements, as they may be will comply with the requiremen ated in DTC' amended from time to time.

Вò

Note

Schedule A contain statements that DTC believes accurately describe DTC, the method ansiers of securities of effecting book-entry distributed through DTC, ar cain related matters.

Received and Accepted

THE DEPOSITORY TRUST COMPANY

ry tody yours.

Multibank 2009-1 RES-ADC Venture, 11.C Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions, as Sole Member and Manager

(Authorized Officer's Signature)

Print Name)

e o Federa, Deposit insurance Corporation SSE 17th Street, NW (Room o-7014) Wiscongton, D.C. 2, 429-autil.2.

> State) al cuntro (202) 898-3713

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The Depository Trust & Clearing Corporation

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [It, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- limited-p se trust company organized under DTC, the world's largest securities deposited the New York Banking Law, a "banking organization" with the New York Banking Law, a nreaning earing of the New York Uniform member of the Federal Reserve System, a "clearing is of Section 17A of the Securities Commercial Code, and a "clearing agency" regis million issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provide over 3 (from over 100 countries) that equity issues, corporate and municipal debt issues and money i instruments facilitates the post-trade settlement among DTC's participants ("Direct Participants") depos wh DTC. DTC securities, through electronic computerized Direct Participants of sales and other securities trans ns in depos This eliminates the need for physical book-entry transfers and pledges between Direct Pa off U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certific ates dealers, banks, trust companie iring corpora certain "C"). DTCC is the holding company for DTC. & Clearing Corporal subsidiary of The Depository T ng Corporation, all of which are registered National Securities Clearing Co polation and Fixed liaries. Access to the DTC system is also withe users of its i clearing agencies s own and dealers, banks, trust companies, and nd non-U.S. secur available to others. ationship with a Direct Participant, either directly Ynghest wang: AAA. The DTC Rules applicable clearing corporation maintain a custodic is Standard & Po or indirectly ("indirect Participants"). DTC and Exchange imission. More information about DTC can be re on file with the Seco to its Participan found at www.dec.com and www.dtc.org
- the DTC system must be made by or through Direct Participants. of Securities under OTC's records. The ownership interest of each actual purchaser of which will receive a d or the Securities wner") is in ti to be recorded on the Direct and Indirect Participants' records. each Security ("Benefic receive written onfirmation from DTC of their purchase. Beneficial Owners are, 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.

- 2. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6] Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- consent or vote with respect to Neither DTC nor Cede & Co. (nor-DTC1.4MI Procedures. Under its usual Securities unless authorized by a Direct Participa <u>co</u>rdan the record date. The Omnibus Proxy procedures, DTC mails an Omnibus Proxy to Lisuer as posable after those Dir withse accounts Securities are assigns Cede & Co.'s consenting or voting rights Participants to credited on the record date (identified in a listing uttached to the On nibas Proxy).
- will be made to Cede idend payments on the Securities Redemption proceeds, distributions, a unhorized representative of DTC. OTO's practice is to funds and corresponding detail information from Issuer & Co., or such other nominee : eredit Direct Participants' accounts j pon DTC holdings shown on DTC's records. Payments by lance with their or Agent, on payable date in ad I be governed by ctions and customary practices, as is the case Participants to Beneficial Owner registered in "street name," and will be the of customers in bea with securities he the accor Issier, subject to any statutory or regulatory responsibility such Participant not of DTC, Ago edemption proceeds, distributions, and dividend e to time. Paymer requirements ted by an authorized representative of DTC) is payments to C & Co. (or such other unce as may be re ayments to Direct Participants will be the gsement of su the responsibil of Issuer or Agent, payments to Beneficial Owners will be the responsibility of responsibility of ', and disbursement of Direct and Indirect dicipants.
- [9] A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the awnership rights in the Securities are transferred by Direct Participants on 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 RES-Al	A. Venture, LIA
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 the	securities
1. Issuer represents that at the time of initial registratic Securities were I egally 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 on the 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. 2. Issuer and Agent acknowledge that salonges for Co. shall be entitled to all applicable voting rights and receive respect thereto. Issuer and Agent acknowledge that DTC shall Securities credited to its DTC accounts as entitled to be full limiting the generality of the preceding entence. Issuer and Agent acknowledge that DTC shall be having Securities credited to its DTC accounts as entitled to be full behaving Securities credited to its DTC accounts as entitled to be full forming the generality of the preceding entence. Issuer and Agent accounts as entitled to be full forming the generality of the preceding entence. Issuer and Agent accounts as entitled to be full forming the generality of the preceding entence. Issuer and Agent accounts as entitled to be full forming the generality of the preceding entence. Issuer and Agent accounts as entitled to be full formed by the preceding entence of the Securities and preceding entence and shall not for compliance of any transactions in the Securities with any exemptions from again ration under the Securities Act or any offering documents. Vary truly yours. Received and Accepted THE DEPOSITORY TRUST COMP.	eligible for transfer under Rule 144A under the demailed by aC USIP or CINS identification number becausinged to any securities of the same class that it shall ensure that a CUSIP or CINS identification. Uses that had different from any CUSIP or CINS strated Security of such class, and shall notify DTC intstitute it has agreed to comply with all applicable. e. & Co. is a record owner of the Securities. Cede & e. the full amount of all distributions payable with I heart any DTC Participant ("Participant") having annexits of ownership of such Securities. Without not asknowledge that DTC shall treat any Participant receives. It imbations (and voting rights, it any) in evidencing Securities. Issuer and Agent recognize volume responsibility to, monitor or ascertain the fittle provisions. (a) of Rule 144A; (b) of other other state or federal securities laws; or (c) of the Maltibank 2009-1 RES-ADC Venture, LLC. By Federal Deposit Insurance Corporation as Receiver to Various Failed Financial Institutions, as Sole Member and Manager Issuer By: Vuthorized Officer's Signature Vuthorized Officer's Signature Print Name & Date

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Multibank Structured Transaction 2009-1 RES-ADC Execution Version

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

INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "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 AURCHASER OR TRANSFEREE OF THIS PURCHASE MONEY NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND ACKESMENTS SITT 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 ANY SALSOR TRANSFER AGREEMEN CUSTODIAL AND PAYING AGEN WILL BE OF NO FORCE AND EFFECT, IN VIOLATION OF THE FOREGOING WILL BE VOID AB INITIO AND WILL! TOPERATE TO TRANSPER ANY RIGHTS TO THE TRANSPEREE, NOT WITH STANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE G AGENT OR ANY INTERMEDIARY, EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSPER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSPEREE. IN ADDITION TO THE TOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-RERMITTED HOLDER (AS DEFINED IN THE CUSTODIAL AND AYING 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

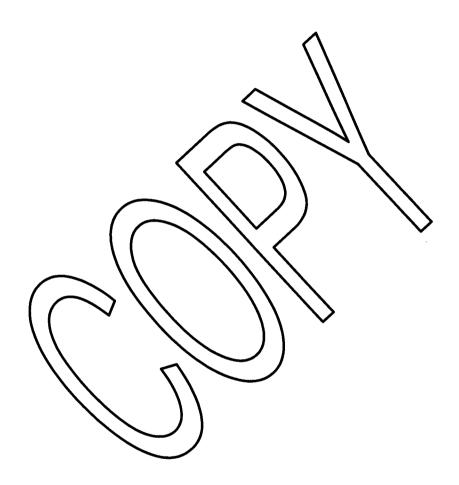
NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT 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 OF OTHER U THIS PURCHASE MONEY ANY PERSON IS WRONGFUL NOTE FOR VALUE OR OTHERWISE BY OR TO SINCE THE REGISTERED OWNER HEREOF, SELE & CO., HAS AN INTEREST HEREIN, UNLESS THIS PURCHASE MONEY NOTE IS PRESENTED BY AN THE DEPOSITORY TRUST AUTHORIZED REPRESENTATIVE OF YORK, TO THE ISSUER OR INS AGENT COMPANY("DTC"), NEW YORK, NEW 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 DICKAND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

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

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

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



PURCHASE MONEY NOTE

Certificate No.:

NT CL A-3 144A

ISIN No.: CUSIP No.:

\$110,000,000.00

February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$110,000,000.00 (One Hundred Ten Million and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule Ahereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2014 (the "<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 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 Lesuer with respect to his Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paving Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchase Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule Dhereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Taryo 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 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. Prior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

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

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

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

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) (b) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties; (vi) files 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 Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due; or (viii) at least sixty (60) days have passed following the commencement of any ploceeding against the Issuer seeking reorganization. arrangement, composition, readjustment, 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 or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any lature occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are sumulative and not exclusive of any rights or remedies the Holder would otherwise have.

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

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Purchase Money Note shall be in writing and shall be mailed or delivered to the applicable address or electronic mail address of the parties specified below for such Person or to such other address or electronic mail address as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (a) actual receipt (or refusal thereof) by the relevant party hereto and (b) (i) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; ii) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (iii) if delivered by electronic mail (which form of delivery is subject to the provisions of this

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

If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

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

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

> Special Issues Unit 3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226 Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

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

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

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

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

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note shall be governed by and construed in accordance with federal law, but if federal law does not provide a rule of decision, it shall be governed by and construed in accordance with the law of the State of New York, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC, a Non-FDIC 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:

(A) remove or transfer such suit, action or proceeding 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

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 coart 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-FDIC Holder, on behalf of itself and its Affiliates, hereby interocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within <u>paragraph (a)</u> above may be enforced in any court of competent jurisdiction.
- Subject to the provisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph</u> (a) or <u>paragraph</u> (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph</u> (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

EACH OF THE ISSUER AND THE HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS

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

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

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

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

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

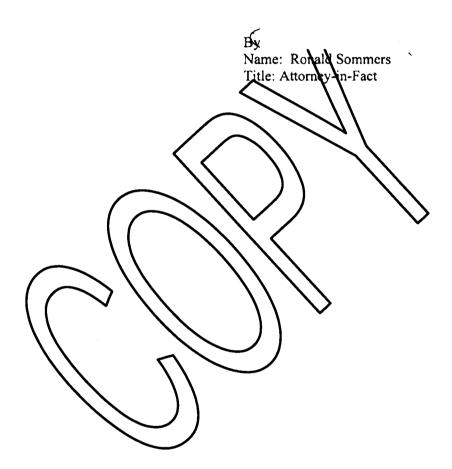
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental sharge payable in connection therewith.

IREMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 RES-ADC Venture, LLC

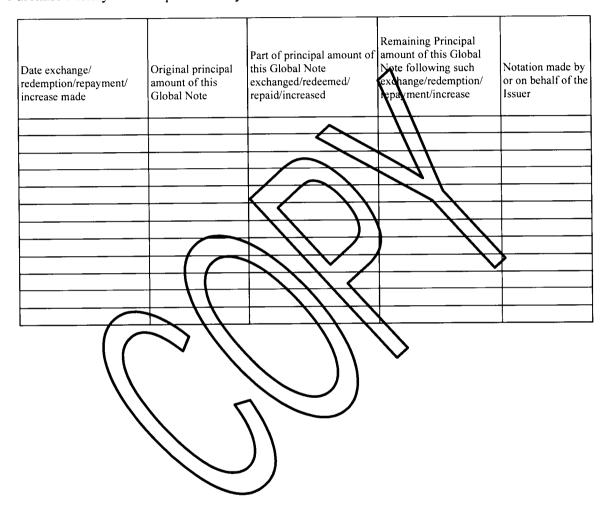
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	\ GA	10018	October 24, 2008
Freedom Bank	Bradenton	FL !	10019	October 31, 2008
Security Pacific Bank	Los Angeles	/ch	10020	November 7, 2008
Franklin Bank, SSB	Houston		10021	November 7, 2008
The Community Bank	Loganville	(A)	10022	November 21, 2008
First Georgia Community Bank	lackson	GA	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10026	December 12, 2008
Haven Trust Bank	Quluth	GA	18027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	J anuary 16, 2009
1st 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	McDondugh	G A	10036	February 6, 2009
Combet Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Coral	FL	10038	February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Rank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	July 31, 2009

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

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

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

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

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering	Type of Issue*	Price (To Public)
	0.00%	2/25/2012	0	[
	0.00%	2/25/2012	0	T	
		2/25/2013	0	1	
a constant		2/25/2013	0	1	
	0.00%	2/25/2014	0	T	
	0.00%	2/25/2014	0	1	
×					
6					
10					
12					
13					
41					
31		1			
200					
61					

DTC Mailing Addresses:

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

Closing (212)855-3752 53 54:55

(212)855-3607

Fax

(212)855-3726/28

(212)855-3704

Authorization for Closing:

DTC Underwriting Department Phone Numbers:

Issue Eligibility: Municipal Department Managers: (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

¥.3

Delivery of Securities to DTC

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

New York, NY 10041-0099

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

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understanding with respect to all issues (the curities") that Issuer shall request to be made eligible for deposit by The Dipository Trust Company ("DTC"). Issuer is: (Note: Issuer shall represent one and cross out the other.) Delaware -fineorporated in [formed under the laws of] ot the Securities ble for deposit at DTC, and to act in accordance with DTC respect to the S ectrities. Issuer represents to DTC that issuer will comply with the requirements stated in DTC Operational Arrangements, as they may be amended from time to time Note Multibank 2009-1 RES-ADC Venture, 11.0 Schedule A contain, statements that DTC Federal Deposit Insurance Corporation as believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions, of effecting book-entry bans as Sole Member and Manager s of securities distributed through DTC, ar matters. BS (Authorized Officer's Standard Received and Accepted THE DEPOSITORY TRUST COMPANY (Print Name) c o hederal Deposit Insurance Corporation 556 Jam Street, NW (Room v=70.14) Wishington, (23) 2/429-4002 State) at custing (202) 898-3713 Afficing Numerons The Depository Trust & Clearing Corporation RMalami & fdic 20 v Homas Nadrason

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities deposited limited-purpe se trust company organized under of the New York Banking Law, a the New York Banking Law, a "banking organization" with recaning rearing of the New York Uniform thin the member of the Federal Reserve System, a "clearing corpor Commercial Code, and a "clearing agency" regist of Section 17A of the Securities the pi uillion issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provides assigned (from over 100 countries) that equity issues, corporate and municipal debt issues. and money post-trade settlement among facilitates the DTC's participants ("Direct Participants") depos DTC. DT securities, through electronic computerized Direct Participants of sales and other securities tranis in depos This climinate the need for physical book-entry transfers and pledger off U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates. Parti upan' dealers, banks, trust companies aring corporation certain (C"). DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Con ng Corporation, all of which are registered National Securities Clearing C ation and Fixed badiaries. Access to the DTC system is also withe users of its r clearing agencies and dealers, banks, trust companies, and ind non-U.S. secui available to oth 1th a Direct Participant, either directly ol maintain a custodi clearing corporation that clear t highest roding: AAA. The DTC Rules applicable or indirectly ("indirect Participants"). D s Standard & Po umission. More information about DTC can be and Exchange to its Participal e on file with the Seci found at www.drc.com and www.dtc.org
- the DTC system must be made by or through Direct Participants. of Securities under Purk OTC's records. The ownership interest of each actual purchaser of which will receive a d or the Securities o be recorded on the Direct and Indirect Participants' records each Security ("Benefic Owner") is in ti onfirmation from DTC of their purchase. Beneficial Owners arc. Beneficial Owners will no receive written 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.

(To Blanket Issuer Letter of Representations)

- 2. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nomince 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, DTCs practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor any other DTC comme) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with OTC's 1MI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Usuer 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 Cede yme its on the Securitie distributions. Redemption proceeds, who fired representative of DTC. QTS's practice is to funds and corresponding detail information from Issuer by a & Co., or such other nominee as ma eredit Direct Participants' accounts i pon DTC dings shown on DTC's records. Payments by ance with their or Agent, on payable date in adctions 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 with securities he the accor subject to any statutory or regulatory ind not of DTC, Ag responsibility such_Participant edemption proceeds, distributions, and dividend e to time. Paymer requirements a ited by an authorized representative of DTC) is payments to Code & Co. (or such other mee as may be r ayments to Direct Participants will be the the responsibility of Issuer or Agent. gsement of su Beneficial Owners will be the responsibility of ', and disbursement of such payments to responsibility of D Direct and Indired dicipants.
- [9] A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry crafting of sendered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

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

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

Multibank 2009-1 RES-ADC Ver	nture, LLC
Name of Issuer and Co-Issuer(s), if app	olicable
Purchase Money Note due	2014
Security Description including series designat	ion, if applicable
CUSIP number(s) of the securi	es
Received and Accepted THE DEPOSITORY TRUST COMPANY By:	ole for transfer under Rule 144A under the d by a CUSIP or CINS identification number speed to any securities of the same class that ensure that a CUSIP or CINS identification that is different from any CUSIP or CINS. Security of such class, and shall notify DTC it has agreed to comply with all applicable is a record owner of the Securities. Cede & all amount of all distributions payable with any DTC Participant ("Participant") having to of ownership of such Securities. Without owledge that DTC shall treat any Participant distributions (and voting rights, if any) in long Securities. Issuer and Agent recognize responsibility to, monitor or ascertain the provisions: (a) of Rule 144A; (b) of other

Night in source deputed as deposition. It asserts that or plans. That for Xie to this has a local associated as the DeCitation of Representations as which a side may be appended.



A Togula Restricted Security (is a security that is a restricted security as period in Rule 1541a (3). A "Contractually Restricted Security (154) section, that upon assumee and continually thereafter can only be \$1.4 pursuant to Regulation 8 under the Securities Act. Rule 144A, Rule 144 of 51.5 that suction exempt their the registration regardements of the Securities. Act transmant to Section 4.1 The Securities Act and not involving any port of other or provide the mental that once the security is said purposed to the provisions of Rule 144 occuping Rule and boy a lovel thereby cease to be a Contraction of Restricted Social to their purposes of this definition in order to a deposition recent to record social and equipment or thoughts on Contractables. Restricted Security the processing accommissing common degalogisms of traditions. For those incomes

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

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

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAW (IN THE UNITED STATES OR AND THE ISSUER HAS NOT THE SECURITIES LAWS OF ANY OTHER JURISDICTION BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY AST"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PURCHASE MONEY NOTE, REPRESENTS THAT IT HAS OBTAINED THIS PURCHASE MONEY NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT, ALL OTHER APPLICABLE LAWS OF THE UNITED STATES OF ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SHT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL AND PAYING AGENCY REEMENT"). THE NOLDER PUNCHASE MONEY NOTE, FURTHER HEREOF, BY ITS ACCEPTANCE OF THIS REPRESENTS. ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSTER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN EXCEPT IN COMPNANCE WITH THE SECURITIES ACT. THE INVESTMENT COM ANY T AND ALL OTHER APPLICABLE LAWS OF ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO HEREIN (A) TO A TRANSFEREE (1) THAT IS A "QUALIFIED PURCHASER" WITHIN THE MEANING OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUANTIED PURCHASER, (2) THAT (I) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE 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 AGREEMENTS

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

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

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

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

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

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

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

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

PURCHASE MONEY NOTE

Certificate No.:

NT CL A-1 REG S

ISIN No.: CUSIP No.:

\$0

February 9, 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

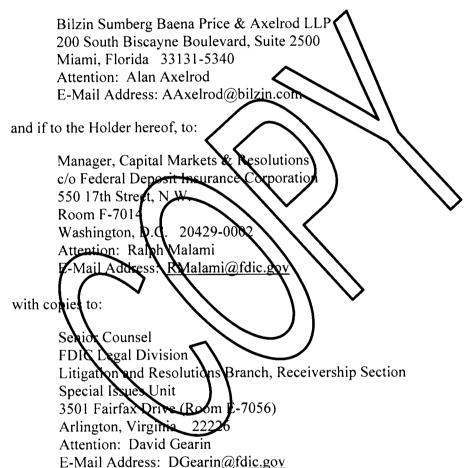
If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

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 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 prospering against it or any of its Affiliates commenced by any Holder (f 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 shit, action or proceeding to any court or dispute-resolution forum other than the cour in which the FDIC Holder files the suit, action or proceeding without the consent of the FDIC Holder;

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

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

- (ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:
- (A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder;

- (B) assert that venue is improper in the Supreme Court of the
- State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.
- (iii) agrees to bring any suit, action or proceeding by the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder, and agrees to consent thereafter to transfer of the suit action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the FDIC Holder; and
- (iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within paragraph(a)(iii) above, to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or disputeresolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-EDIC Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within paragraph (a) above may be enforced in any court of competent jurisdiction.
- Holder, on behalf or 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.

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 Rutchase Money Notes represented by this Temporary Regulation S Global Note, further Purchase Money Notes are to be exchanged pursuant to this paragraph, such exchange may be effected, without the issue of a new permanent Regulation S Global Note, by the Issuer or the Depository andorsing Schedule A of the permanent Regulation S Global Note previously issuel to reflect an increase in the aggregate principal amount of such permanent Regulation S Global Note by an amount equal to the aggregate principal amount of additional Furchase Money Notes to be exchanged.

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

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

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

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

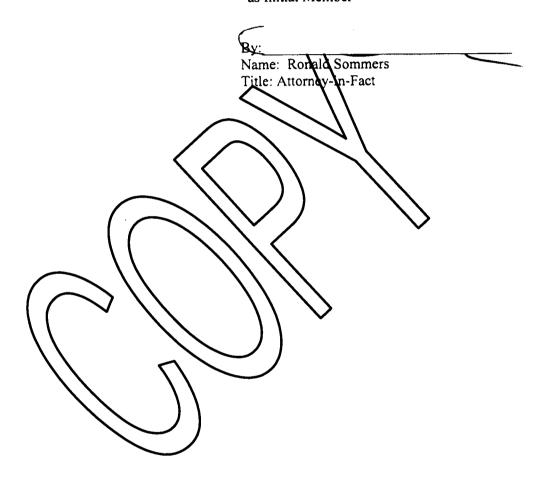
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 RES-ADC Venture, LLC

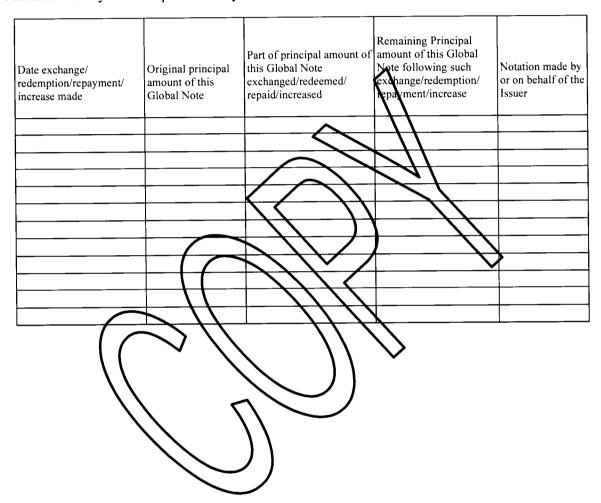
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	<u>State</u>	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA	10018	October 24, 2008
Freedom Bank	Bradenton	F	10019	October 31, 2008
Security Pacific Bank	Los Angeles	\A	10020	November 7, 2008
Franklin Bank, SSB	Houston	/XT	10021	November 7, 2008
The Community Bank	Loganville	GA'	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	10036	December 12, 2008
Haven Trust Bank	Quluth	GA	10027	December 12, 2008
Bank of Clark Count	Vancouver	WA	10029	Yanuary 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Salt Dake Citx	UT	10031	January 30, 2009
Ocala National Bank	Ocal	FL	10032	January 30, 2009
FirstBank Financial Services	McDonotgh	GA	10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gut Coast	Cape Coral	FL	10038	3 February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	March 27, 2009
Integrity Bank	Jupiter	FL	10095	5 July 31, 2009

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

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to DTCs Underwriting Dept. If CUSIP information is not included, please provide DTC in writing of each 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
	Amy Dayle 410-884-2152
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	Transfer Agent Contact
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
	Bond Counsel
(Please check one)	
Registered with SEC	Bond Counsel Contact Phone
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 C(7) of the '40 Act	Remarketing Agent Varic
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agent name
Multibank 2009-1 RES-ADC VENTURE LLC	
TOTAL DELIVERY OF THE VIEW OF THE PARTY OF T	Nonder Agent Contact Phone
State of Incorporation or State of Municipality Issue Principal Amt/Offering ant Principal Amt/ONLY	INDEXIVITING PROCESSING INFORMATION TO BE COMPLETED FOR ALL ISSUES
Closing Date: 2 1/10	Will the Securities by (check one)
Is this a book-entry-only issud (with no certificates available to	Elizable as FAN1 (Fast Automated Security Transfer) issue?
investors) ² Yel No	Yes If Yes, FAST #
(If yes, a Letter of Representations is required)	No
Does this issue contain a put/tender feature. Yes Yo	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
	NOTE: Please use the address justed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing
DTC Participant account number to be credited at the time of	For additional information, please contact DTC's Interface Underwriting Department at the numbers provided
l .	
closing:	X Underwriter
If lead underwriter is not a DTC Particpant, please provide clearing DTC Participant information.	Financial Advisor
	$oldsymbol{arphi}$ $oldsymbol{arphi}$ $oldsymbol{arphi}$
Clearing DTC Participant	Clearing D/IC Participant
	BY
ontact Phone	Authorized Officer's Signature

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

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
	0.00%	2/25/2012	0	1	
	0.00%	2/25/2012	0	F	
	0.00%	2/25/2013	0		
	0.00%	2/25/2013	0		
3	0.00%	2/25/2014	0	L	
9	0.00%	2/25/2014	0	£	
0					
10					
13					
		7			
1.5		1			
16		7			
17					
18					
61					
20					
* C-Capital Appreciation, P=Put, S= Serial, T=Term	n. P=Put, S= Serial, T	=Term			
DTC Underwriting Department Phone Numbers:	partment Phone Nu	ımbers:	DTC Ma	DTC Mailing Addresses:	

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

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

(212)855-3607

Fax

(212)855-3704 (212)855-3726/28

Underwriting Processing:

Issue Eligibility: Municipal Department Managers:

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

Fax

(212)855-3752/53/54 55

(212)855-3607

Interface/Underwriting:

Fax

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

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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

	nd Co-Issuer(s), if applicable)
(Name of Essuer ar	February 9, 2010
	(Date)
Attention: Underwriting Department The Depository Trust Company	\sim \\
55 Water Street, 181.	
New York, NY 10041-0099	\sim \backslash
NEW TORK, WT TOOM OOM	
Ladies and Gentlemen:	
This letter sets forth our understands	ng with respect to all issues (the "Securities") that
Issuer shall request to be made eligible for d	exosic by The Depository Trust Company ("DTC"
Issuer is: (Note: Issuer shall represent one ar	na cross out the other.)
{incorporated in} [formed under the laws of	Delaware
To induce DTS to account the Secu	urities as eligible for deposit at DTC, and to act
appardance with DTC's Rules with respect t	to the Securities. Issuer represents to DTC that iss
will comply with the requirements wated in	n DTC's Operational Arrangements, as they may
amended from time to time.	in 1916 Stoperational Artangements, as they may
amended from time to time.	Very truly yours.
Note:	Multibank 2009-1 RES-ADC Venture, 14.0
Schedule A contains statements that DTC	By Federal Deposit Insurance Corporation as
believes accurately describe DTC, the method	Receiver for Various Failed Financial institutions.
of effecting book-entry transfers of securities	as Sole Member and Manager
distributed through DTC, and contain related matters.	80
J. Marketon	(Authorized Officer's Signature)
Received and Accepted	
THE DEPOSITORY TRUST COMPANY	(Print Name)
	c o rederat Deposit insurance Corporation
	580 (7th Street, NW) (Room v-7014)
-	Washington, (2 € 2-429-30)2
A proc	The states accountry. A second
ON DTCC.	(202) 898-37.3
The Connectors Front 8	Phone Number
The Depository Trust & Clearing Corporation	RMalami á félic go v
	Promain Address

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [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-purp DTC, the world's largest securities deposited the New York Banking Law, a the New York Banking Law, a "banking organization" within the meaning of reasing of the New York Uniform wthin the member of the Federal Reserve System, a "clearing tion` asions of Section 17A of the Securities Commercial Code, and a "clearing agency" regig ered pursuant the proover 3.5 willion issues of U.S. and non-U.S. servic Exchange Act of 1934. DTC holds and provides asso t instruments (from over 100 countries) that equity issues, corporate and municipal debt is ues and money facilitates the pose-trade settlement among DTC's participants ("Direct Participants") depos b DTC. DTC securities, through electronic computerized Direct Participants of sales and other ns in depo This eliminate the need for physical ints' book-entry transfers and pledgey between of U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates dealers, banks, trust companies ""). DTCC is the holding company for DTC. subsidiary of The Depository T & Clearing Cor ng Corporation, all of which are registered ation and Fixed National Securities Clearing C badiaries. Access to the DTC system is also the users of its it clearing agencies and dealers, banks, trust companies, and ind non-U.S. secur available to others ationship with a Direct Participant, either directly ol maintain a custodi clearing corporations that clear I highest rung: AAA. The DTC Rules applicable is Standard & Po or indirectly ("indirect Participants"). D mussion. More information about DTC can be and Exchange e on file with the Sect to its Participar found at www.dree.com and www.dte.org
- Purchases of Securities infler the DFC system must be made by or through Direct Participants, which will receive a codificor the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written donlymation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 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 Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor any other DTC nomines) 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 Lisuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting hights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing uttached to the Omnibus Proxy).
- **U** be made to Code idend oments on the Securition distributions, ar Redemption proceeds. thorized representative of DTC, "QTS's practice is to finds and corresponding detail information from Issuet mested by a & Co., or such other nominee as ma credit Direct Participants' accounts (pon DTC dings shown on DTC's records. Payments by or Agent, on payable date in ad lance with their ections and customary practices, as is the case Participants to Beneficial Owner will be governed by egistered in "street name," and will be the of customers in be the accor with securities be subject to any statutory or regulatory and not of DTC, Ago such_Participant responsibility edemption proceeds, distributions, and dividend to time. Paymer requirements t ited by an authorized representative of DTC) is & Co. (or such other nee as may be r payments to C ayments to Direct Participants will be the ersement of sui the responsibility of Issuer or Agent. ", and disbursement of such payments to ne Beneficial Owners will be the responsibility of responsibility of Direct and Indirect Participants.
- [9. A Beneficial Owner shall give natice to elect to have its Securities parchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Porticipant'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 cashit of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

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

Multibank 2009-1 RES-ADC Venture, LLC

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

Purchase Money Note due 2012

Security Description including series designation if applicable

Cl SIP Number(s) of the Securitie

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

Age if the defined in depositing the second second main of the delivery of an delivery in approximate the PDF. Federal Representations in an extinct that the PDF second con-



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 opin as since and contributily thereafter can only be sold pursuant to Regulation 8, index the Securities. Act, Rule 144, 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 ordering: provided however, that once the security is sold pursuant to the provisions of Rule 144 including Rule 144(b)(1), a will thereby cease to be a contractually Restricted Security." For purposes of this definition, in order for a depository receipt to be conscioudd as a craftly of a settled Security. The underlying security is soft at all of the actions of the analysis of a 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 R			
Purchase Mone			
Security Description include			
(TSIP Numb	per(s) of the Securi	(ie)	
		\ \	
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NO	T APPLICABLE	S SECURITY ISSUANCES.	
3. Issuer represents that the Securities Rule 903 of the Securities Act of 1933. Issuer eligible for transfer pursuant to Regulation S, whidentification number (the "Regulation S Securities via DTC's Deposit Withdrawal at C maintained by banks that act as depositaries for Cl	has requested tich have been es"), DTC will detodian ()DV earsteapt Bank	that: ith respect to Securiti identified by a separate CUSI (not effect book-entry deliver VAC") system in Participan	P or CINS ies (except accounts
(NOTE: DO NOT LEAVE BLANK - A SPE	\ \	R Date or Event is Requir	RED)
In the eyent that Issuer desires an extension Agent shall send DTC's notice requesting that the Such notice shall be sent to DTC's underwriting legible telecopy, registered or certified mail, oversuch notice is in DTC's possession no later than a specified for elimination of the Deliver Order uwcorplor/a dtee.com If sent by telecopy, such Very truly yours	Deliver Orden Department. E night delivery) the close of but thirl. It sent notice shall be Multibank 20 By Federal 1 Receiver	Chill be eliminated as of a spe lighbory Section by a secure n in a timely manner designed to siness two business days prior by email, such notice shall	effied date, neans (e.g., assure that to the date be sent to) 855-5004.
		fixinge	
Received and Accepted THE DEPOSITORY TRUST COMPANY	By: R⊖N	Authorized Officer's Signature ACD SCHMENS	2/9/10
		Print Name & Date	
	·	Consuct d'applicable	
DTCC.	By:	Noth-cized Officer's Signature	
	and answers of their	Print Name & Date	and the second
The Depository Trust & Stepring Corporation	and the second	Wigging +	

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

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

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAW 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 SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL AND PAYING AGENCY REEMENT"). THE NOLDER HEREOF, BY ITS ACCEPTANCE OF THIS PUNCHASE MONEY NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSPER THIS PURCHASE MONEY NOTE (OR ANY INTEREST HEREIN, EXCEPT IN COMPNANCE WITH THE SECURITIES ACT, OTHER APPLICABLE LAWS OF ANY THE INVESTMENT COMPANY ACT AND ALL JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO 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 QUANTED 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 AGREEMENT

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

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

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

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

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

FOR THE PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, A SAMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE FEDERAL DEPOSIT INSURANCE CORPORATION AT 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 APRLICABLE US. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, AN INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE) MAY RESULT IN THE IMPOSITION OF U.S. FEDERAL BACK-UP WITHHOLDING UPON PAYMENTS TO THE HOLDER IN RESPECT OF THIS PURCHASE MONEY NOTE.

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

PURCHASE MONEY NOTE

Certificate No.:

NT CL A-2 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

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

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

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

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

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

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

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

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

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

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

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) files a (b) voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquieccas 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 distnissed, or at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the Lesuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (60) days have passed following the expiration of the stay if such appointment has not been vacated.

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

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

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

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

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

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

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

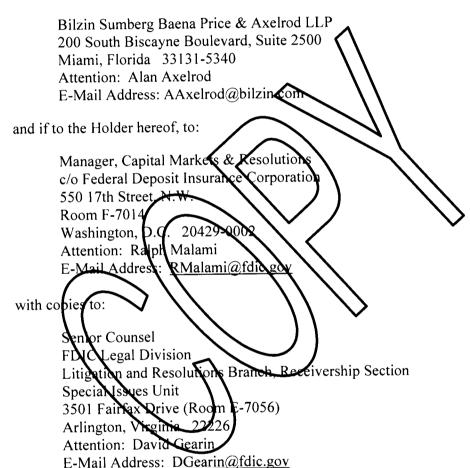
If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

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 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
- (c) Subject to the provisions of paragraph (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby here ocably and unconditionally agrees that service of all writs process and summonses in any suit, action or proceeding pursuant to paragraph (a) or paragraph (b) above may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); provided, however, that nothing contained in this paragraph (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in paragraph (a), paragraph (b) or paragraph (c) above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in paragraph (a)(iii) and paragraph (a)(iv) above, or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

EACH OF THE ISSUER AND THE HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PURCHASE MONEY NOTE AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

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

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

On an exchange of the whole of this Temporary Regulation S Global Note, this Temporary Regulation S Global Note shall be surrendered to the Depository at its office. On an exchange of only part of this Temporary Regulation S Global Note, details of such exchange shall be entered by or on behalf of the Issuer in Schedule A 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.

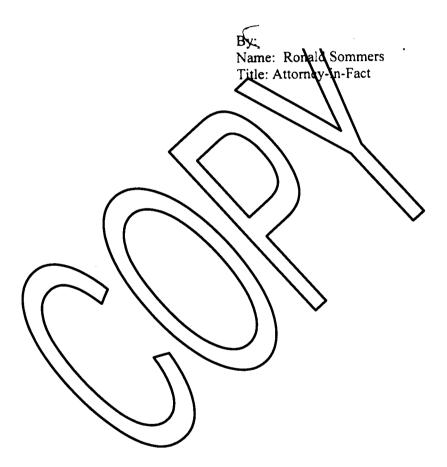
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paxing Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 RES-ADC Venture, LLC

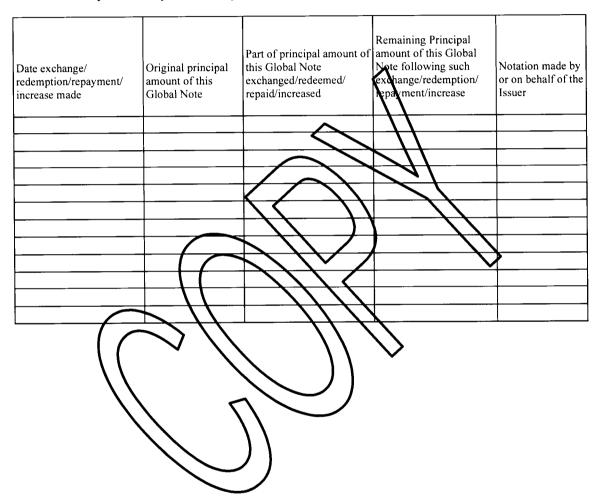
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	<u>State</u>	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	GA	10018	October 24, 2008
Freedom Bank	Bradenton	F	10019	October 31, 2008
Security Pacific Bank	Los Angeles	FA	10020	November 7, 2008
Franklin Bank, SSB	Houston	/XT/	10021	November 7, 2008
The Community Bank	Loganville	GA	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	0025	December 5, 2008
Sanderson State Bank	Sanderson	TX	1002	December 12, 2008
Haven Trust Bank	Quluth	GA	1002	December 12, 2008
Bank of Clark Count	Vancouver	WA	10029	Yanuary 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	2 January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Cornbelt Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gun Coast	Cape Coral	FL	10038	3 February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	March 20, 2009
Omni National Bank	Atlanta	GA	10048	8 March 27, 2009
Integrity Bank	Jupiter	FL	10095	5 July 31, 2009

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

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

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact (thone
Please indicate whether or not the issue is a "security" as such term is defined in Article 8 of the New York Uniform Commercial Code	
Yes No	Paying Agent Name
_	
Please indicate whether or not the issuer is a United Kingdom entity	Paying Agent Contact Phone
Yes No	
(Please check one)	Bond Counsel
Registered with SEC	()
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	\sim 11
Issuer relying on Section 3 ©(7) of the '40 Act	Resarketing Agent Same
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Nemarketing Agent Contact Phone
Indicate exemption(s)	
Issuer Name/Issue Description:	Tender Agen name
Multibank 2009-1 RES-AIX: VENTURE LLC	
	Norder Agent Contact Phone
	//(
State of Incorporation or State of Municipality	INDERWITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering (mt: NIGIBILATY ONLY	COMPLETED FOR ALL ISSUES
Closing Date:	Will the Securities by (check one.)
lls this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue
investors) ⁹ Yel No	Yes If Yes, FAST #
(If yes, a Letter of Representations is required)	No
Does this issue contain a put/tender feature.	If no, provide the date the securities will be delivered to DTC
off yes, a Letter of Representations for rolebook-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	
CONTACT INFORMATION	Control cons
BARCLAYS CAPITAL	Contact name
Lead Underwriter	Phone NOTE: Please use the address listed on the CUSIP INFORMATION page to
Vito Cassano 201-499-2051 Lead Underwrite: Contact Phone	deliver securities to DTC at least one business day before closing
	For additional information, please contact DTC's Interface Underwriting Department at the numbers provided
DTC Participant account number to be credited at the time of	and the second s
closing: If lead underwriter is not a DTC Particpant, please provide	X 1 inderwriter
If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information.	Financial Ageisor
Clearing DTC Participant	Clearing DAC Particinant
-	BY
ontact Phone	Authorized Officer's Signature

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

Cusip Number Interest Rate 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	FinalMaturity/ Expiration Date 2/25/2012 2/25/2013 2/25/2013 2/25/2014 2/25/2014	Principal / Offering Amount 0 0 0 0 0 0 0 0	Type of Issue* T T T T T T T T T	Price (To Public)
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DTC Mailing Addresses:

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

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

(212)855-3607

Fax

(212)855-3726/28

(212)855-3704

Department Managers:

Authorization for Closing:

DTC Underwriting Department Phone Numbers:

Issue Eligibility: Municipal (212)855-3793/3733 (212)855-3726/3728

Fax

(212)855-3752/53.54.55

Underwriting Processing:

(212)855-3607

Interface/Underwriting:

Ę

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

Tay.

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 substitute 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 an	d Co-Issuer(s), if applicable)
	February 9, 2010
	(Date)
Attention: Underwriting Department	^ \\
The Depository Trust Company	
55 Water Street, 1SL	\sim
New York, NY 10041-0099	
Ladies and Gentlemen:	
This letter sets forth our understandy	ig with respect to all issues (the "Securities") that
Issuer shall request to be made eligible for de	eposit by The Depository Trust Company ("DTC").
Issuer is: (Note: Issuer shall represent one ar	nt cross out the other.)
-{incorporated in} [formed under the laws of	Delaware
To induce DTS to accept the Secu	rities as eligible for deposit at DTC, and to act in
accordance with DTC Rules with respect t	to the Securities. Ussuer represents to DTC that issuer
will comply with the requirements scated in amended from time to time.	a DTC's Operational Arrangements, as they may be
	Very truly yours, Multibank 2009-1 RES-ADC Venture, FEC
Note. Schedule A contain statements that DTC	by Federal Deposit Insurance Corporation as
believes accurately describe DTC, the method	Receiver for Various Failed Financial Institutions,
of effecting book-entry transfers of securities	as Sole Member and Manager
distributed through DTC, and ceream related matters.	Be Section 1
	(Audiorized Officer's Signature)
Received and Accepted THE DEPOSITORY TRUST COMPANY	Print Name)
	c a Federa. Deposit Insurance Corporation
	586 [7] Street, NW (Room r-70] 40 Wishington, D.C. 20429-4002
1990	States (Country) 7 10 ode
ON DTCC.	(202) 898-3713
	Affaire Nutr Suit
The Depository Trust & Clearing Corporation	RMalami a fdie gev
	Program Addresso

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [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 deposited Jimited-pl the New York Banking Law, a "banking organization" with the New York Banking Law, a n caning earing of the New York Uniform member of the Federal Reserve System, a "clearing corpor tion' Section 17A of the Securities Commercial Code, and a "clearing agency" regis million issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provide over 3 (from over 100 countries) that ues and money i instruments equity issues, corporate and municipal debt is post-trade settlement among DTC's participants ("Direct Participants") depos wh DTC. DTC alsy facilitates the Direct Participants of sales and other securities trans securities, through electronic computerized ns in depos This eliminates the need for physical book-entry transfers and pledges between Direct Par oth U.S. and non-U.S. Securities brokers and other organizations. DTC is a wholly-owned movement of securities certific ates. Parti upani dealers, banks, trust companie aring corpora certain (C"). DTCC is the holding company for D1C. subsidiary of The Depository T & Clearing Corporation ng Corporation, all of which are registered National Securities Clearing Co tation and Fixed diaries. Access to the DTC system is also clearing agencies by the users of its is own available to others. and non-U.S. secui and dealers, banks, trust companies, and ationship with a Direct Participant, either directly clearing corporation maintain a custodic highest raing: AAA. The DTC Rules applicable or indirectly ("Indirect Participants"). DTC is Standard & Po to its Participal re on file with the Sect and Exchange imission. More information about DTC can be found at www.dice.com and www.dtc.org
- the DTC system must be made by or through Direct Participants. of Securities under which will receive a 3 or the Securities OTC's records. The ownership interest of each actual purchaser of each Security ("Benefic wner") is in turn be recorded on the Direct and Indirect Participants' records. give written donfirmation from DTC of their purchase. Beneficial Owners arc. 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.

- 25. 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 Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- Neither DTC nor Cede & Co. (nor any other DTC comme) Will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with BTC's LIMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing uttached to the Omnibus Proxy).
- will be made to Code yments on the Securitie Redemption proceeds, distributions, ar s practice is to ized representative of DTC. & Co., or such other nominee a mested by a funds and corresponding detail information from Issuer credit Direct Participants' accounts i 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 ll be governed by Participants to Beneficial Owner gistered in "street name," and will be the of customers in be with securities held the accou Issuer, subject to any statutory or regulatory redemption proceeds, distributions, and dividend sted by smauthorized representative of DTC) is ind not of DTC, Ag responsibility such Participant e to time. Paymer requirements a payments to C & Co. (or such other monunce as may be re ayments to Direct Participants will be the rsement of suc the responsibility of Issuer or Agent. Beneficial Owners will be the responsibility of , and disbursement of such payments to responsibility of D dicipants. Direct and Indirec
- [9. A Beneficial Owner shall give natice to elect to have its Securities parchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry of other fendered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

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

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

Multibank 2009-1 RES-ADC Venture, LLC	
 Name of Issuer and Co-Issuer(s) if applicable	
Purchase Money Note due 2013	
 Security Description including series designation if applicable	

CUSIP Number(s) of the Securiti

- Issuer represents that at the time of initial registration in the name of DTC's nominee. Cede 1. & Co., the Securities were Legally or Contractually Restricted Securities 1 and were eligible for transfer under Regulation S under the Securities Act of 1933, as amended (the "securities Act"), and identified by SIP or CINS identification number a CUSIP or CINS identification number that was different at from any C ally or Contract ally 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 ident CINS identification number cassigned to a Legally or of the same class that is different from any Cl tity DTC promptly in the event that it is unable Contractually Restricted Security of such cla to do so.
- as Cede & Co. is a record owner of the Issuer and Agent acknowledge that ing rights and receive the full amount of all Securities, Cede & Co. shall be entitled to all applicab thereto. Issuer and Agent acknowledge that DTC shall treat any DTC distributions payable Participant ("Participant") having Securities credited to its OFC accounts as entitled to the full benefits of ownership of such Securities. Without limiting the generality of the preceding sentence. Issuer and Agent acknowledge that DTC shall treat any Participant having Securities credited to its DTC accounts as entitled to receive distributions (and voting rights, it any) in respect of the Securities, and to receive from DTC r and Agent recognize that DTC does not in any way undertake to. certificates evidencing responsibility to munitor or ascertain the compliance of any transactions in the and shall not have an fRule 144A; (b) of other exemptions from registration under the Securities with any of the prokisions: (a) c Securities Act or any other state or federal securities laws; or (c) of the offering documents.

Agent in the contract is a terestable. As steel Traces of pure of the life Agent of such actions of a territorial trace Des t Representations to worden task nature transfer spire taket.



A "Legally Restricted Security" is a security that is a restricted security as betined in Rate 1+16ab 1. A 1x outractionly Restricted Security his a security that upon issuance and community thereafter can only be sold passium to Regulation Samiler, the Securities Act. Rule 144 V. Rule 144, or an autimiscetion exempt from the registration reganisments of the Securities. New parsaunt to Section For the Securities. Vehicle from a ring any public offering, or many arminance that sice the security is and prosumit to the proximits of Role 144 including Rufe (144 mellout will thereby cease to be a 30 intractially Restricted Security 1971) surprises of this defination, in other for a Jepositary receipt to be considered a Tenting of Contractionary Restricted Sections of the indications seeding in act uso he as I county or construction to Restricted Society.

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

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

Multibank 2009-1 RES	S-ADC Venture, LLC
Name of Issuer and Co-	Issuer(s) if applicable
Purchase Money	Note due 2013
Security Description including	series designation if applicable
CUSIP Number(s)	of the Securities
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 RE	GULATION S SECURITY ISSUANCES:
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT AP	PECABLE.)
Rule 903 of the Securities Act of 1933. Issuer has eligible for transfer pursuant to Regulation S, which identification number (the "Regulation S Securities") deliveries via DTC's Deposit/Withdrawal at Custo maintained by banks that act at depositaries for Clears	have been identified by a separate CUSIP or CINS. DTC will not effect book entry deliveries (except odian (DWAC") system in Participant accounts the Banking société anonyine and Euroclear) until
(NOTE: DO NOT LEAVE BLANK - A SPECIFIC	
Agent shall send DTC a notice requesting that the Del Such notice shall be sent to BTC's Gnotowriting Dep legible telecopy, registered or certified mail, overnight such notice is in DTC's possession no later than the especified for elimination of the Deliver Order Chiuwcorplor/a.dtcc.cum. If sent by telecopy such notice. Very truly yours.	artment, Eligibility Section by a secure means (e , g ., t delivery) in a timely manner designed to assure that close of business two business days prior to the date iii. If sent by email, such notice shall be sent to
Received and Accepted THE DEPOSITORY TRUST COMPANY	By: Nuthorized Officer's Signature Print Name & Date 2/9/10
By:	
DTCC	By: Authorized Officer's Signature
	Print Name & Date
The Depository Trust & Clearing Corporation Player L.	digital section of the section of th

Multibank Structured Transaction 2009-1 RES-ADC Execution Version

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

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

BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO A TRANSFEREE (I) 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 TRANSFER BLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN AND IN THE ANY SADE OR TRANSFER IN CUSTODIAL AND PAYING AGENCY AGREEMEN 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 INSTRUCTIONS TO THE SONTRARY TO TRANSFEREE, NOTWITHSTANDING ANY 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 AGREEMENT TO THE TRANSFEREN IN ADDITION TO THE PAYING AGENCY FOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPEL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTONAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

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

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

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

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

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

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

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

PURCHASE MONEY NOTE

Certificate No.:

NT CL A-3 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$0 (Zero and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. 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 parable in such coin or currency of the The principal of this Purchase Movey United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the issue with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its carporate capacity, as the guarantor of the Purchase Mone Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FQIO as Receiver as Collateral Agent pursuant to the Reimbursement, Security and Guarant, Agreement, and Wells Fargo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuar and any new or successor eustedian and paying agent, the "Custodial and Paying Agency Agreement"). This Rurchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

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

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

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

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

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

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

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

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

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) files a (b) voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiecces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties: (vi) files an answer or other pleading admitting or falling to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (i) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due or viii) at least sixty (60) days have passed following the commencement of any proceeding against the Issuer 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 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 encurrentance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment or other right that the Issuer may have against the Holder bereof or any other Person, but subject in all respects to the priority of payment set forth in Section 5.1 of the Custodial and Paying Agency Agreement, and the Issuer hereby waives and agrees not to assert any defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

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

If to the Issuer, to:

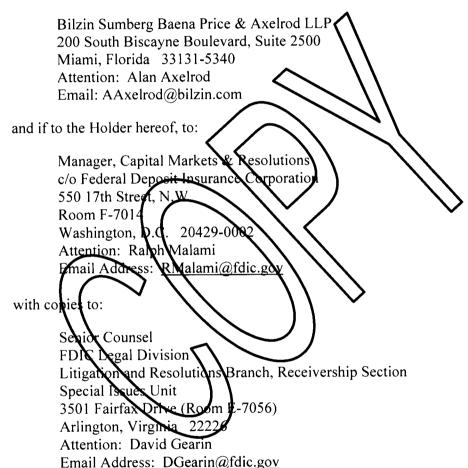
Multibank 2009-1 RES-ADC Venture, LLC 700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

Email: Thekla.Salzman@rialtocapital.com

with a copy to:



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

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

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

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

This Purchase Money Note and the rights and the duties of the Issuer and the Holder pursuant to this Purchase Money Note shall be governed by and construed in accordance with federal law, but if federal law does not provide a rule of decision, it shall be governed by and construed in accordance with the law of the State of New York, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Purchase Money Note to the law of another jurisdiction.

- (a) Each of the Issuer and each Holder (if such Holder is not the FDIC; any Holder that is not the FDIC, a "Non-FDIC Holder") on behalf 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 NDIC; the Holder that is the FDIC, the "FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document, and waites any right to:
- (A) remove or transfer such soit, action or proceeding to any court or dispute-resolution forum other than the cour in which the FDIC Holder files the suit, action or proceeding without the consent of the FDIC Holder;
- (B) assert that venue is improper in either the United States
 District Court for the Southern District of New York or the United States District Court for the
 District o Columbia; or

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

- (ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:
- (A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder;

(B) assert that venue is improper in the Supreme Court of the

State of New York; or

- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.
- (iii) agrees to bring any suit, action or proceeding by the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder, and agrees to consent thereafter to transfer of the suit action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the FDIC Holder; and
- (iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within paragraph (a)(iii) above, to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or disputeresolution forum without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-EDIC Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within paragraph (a) above may be enforced in any court of competent jurisdiction.
- (c) Subject to the provisions of <u>paragraph</u> (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summouses 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 paragraph (a), paragraph (b) or paragraph (c) above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in paragraph (a)(iii) and paragraph (a)(iv) above, or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

EACH OF THE ISSUER AND THE HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PURCHASE MONEY NOTE

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

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

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

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

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

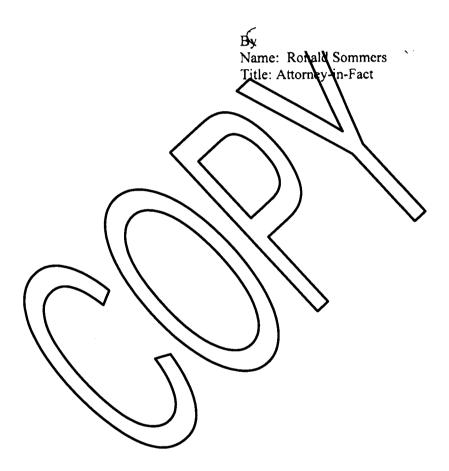
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 RES-ADC Venture, LLC

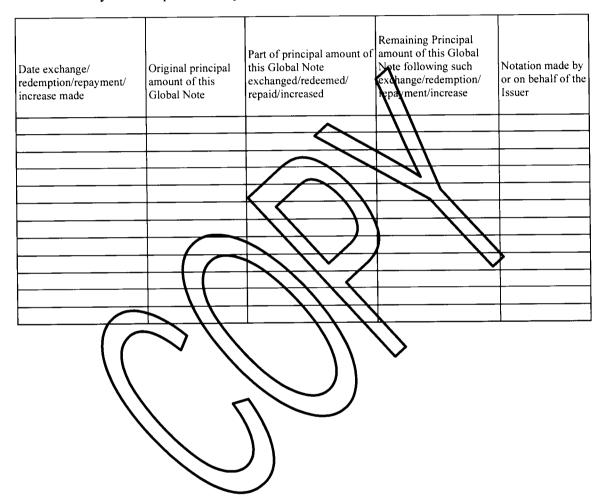
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State]	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Alpha Bank and Trust	Alpharetta	\ GA	10018	October 24, 2008
Freedom Bank	Bradenton	F L	10019	October 31, 2008
Security Pacific Bank	Los Angeles	/ c/h :	10020	November 7, 2008
Franklin Bank, SSB	Houston		10021	November 7, 2008
The Community Bank	Loganville	(1 b)	10022	November 21, 2008
First Georgia Community Bank	Jackson	GA	10025	December 5, 2008
Sanderson State Bank	Sanderson	TX	18026	December 12, 2008
Haven Trust Bank	Quluth	GA	18028	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	San Lake City	UT	10031	January 30, 2009
Ocala National Bank	Ocala	FL	10032	January 30, 2009
Firs Bank Financial Services	McDondugh	G A	10036	February 6, 2009
Combet Bank and Trust	Pittsfield	IL	10037	February 13, 2009
Riverside Bank of the Gulf Coast	Cape Cor I	FL	10038	3 February 13, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstCity Bank	Stockbridge	GA	10047	7 March 20, 2009
Omni National Rank	Atlanta	GA	10048	3 March 27, 2009
Integrity Bank	Jupiter	FL	10095	5 July 31, 2009

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

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

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact 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
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Contact Phone
X Eligible for resale under rule Regulation S of the '33 act	
Issuer relying on Section 3-C(7) of the '40 Act	Remarketing Agent Varie
Exempt under Rule 3(a)(2) of the '33 Act	Remarketing Agent Contact Phone
I:xempt under another exemption(s):	reducing vices connect.
Indicate exemption(s)	Tender Agen name
Issuer Name/Issue Description:	\
Multibank 2009-1 RES-ADC VENTURE LLC	Phone Phone
State of Incorporation or State of Municipality	INDERWINTING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering (mt PAGIBLLNY ONLY	COMPLETE FOR ALL ISSUES
Closing Date:	Will the Securities by (check one.)
Is this a book-entry-only issum (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)	\sum_{N_0}
Does this issue contain a put/tender feature. Yes Yo	If no, provide the date the securities will be delivered to DTC
(If yes, a Letter of Representations for notebook-entry-only	Name of firm shipping or delivering the securities
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL It cast Underwriter	Contact name
	Phone NOTE: Please use the address listed on the CUSIP INFORMATION page to
Vito Cassano 201-499-2051 Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing
DTC Participant account number to be credited at the time of	For additional information, please contact DTC's Interface Underwriting Department at the numbers provided
closing:	
If lead underwriter is not a DTC Particpant, please provide	X t nderwriter
clearing DTC Participant information.	Financial Advisor
Clearing DTC Participant	Clearing DTC Participant
	BY
Contact Phone	Authorized Officer's Signature

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

	CUSIP INFORMATION	rion				
L	Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
_		0.00%	2/25/2012	0	1	
7		0.00%	2/25/2012	0	Т	
<u> </u>			2/25/2013	0	1	
7		0.00%	2/25/2013	0	1	
v.		0.00%	2/25/2014	0	L	
9		0.00%	2/25/2014	0	[-	
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61						
20						
] *	* C-Capital Appreciation, P=Put, S= Serial, T=Term	on, P=Put, S= Serial, 7	r=Term			

DTC Underwriting Department Phone Numbers:

terne Plinihilita		Autho	Authorization for Closing:
same engineer.			
Municipal	(212)855-3704	Closin	Closing (212)855-3752 53 54:55
Fax	(212)855-3726/28	Fax	(212)855-3607
Underwriting Processing:		Depar	Department Managers:
	(212)855-3752/53/54 55		(212)855-3793.3733
Fax	(212)855-3607	Faχ	(212)855-3726-3728
Interface/Underwriting:			
	(212)855-8820/8821		
Fav	(212)855-8703'8707		

DTC Mailing Addresses:

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

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

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BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: curities") that ct to all issues (the This letter sets forth our understand mbany ("DTC"). Issuer shall request to be made eligible for deposit by The Dipository Trust C cross out the other.) Issuer is: (Note: Issuer shall r Delaware -fineorporated in-formed under the laws of ble for deposit at DTC, and to act in at the Securities Issuer represents to DTC that issuer respect to the ectrities. accordance with DTC Operational Arrangements, as they may be ated in DTC will comply with the requirement amended from time to time. burs Multibank 2009-1 RES-ADC Venture, 14.0 Note. statements that DTC deral 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 s or securities distributed through DTC. 30 matters. (Authorized Officer's Signature Received and Accepted Print Name) THE DEPOSITORY TRUST COMPANY e o rederal Deposit insurance Corporation 550 (The Street, NW (Room of 1014) Wishington, D.C. 20429-0002 State (Country) (202) 898-3713 Phone Numbers The Depository Trust & RMalami a fdic gov Clearing Corporation Formi Address

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.
- DTC, the world's largest securities deposited limited-p se trust company organized under the New York Banking Law, a "banking organization" within of the New York Banking Law, a nreaning member of the Federal Reserve System, a "clearing reading of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant isions of Section 17A of the Securities the pro Exchange Act of 1934. DTC holds and provides assi willion issues of U.S. and non-U.S. over 3.3 equity issues, corporate and municipal debt issues, and money i t instruments (from over 100 countries) that ofacilitates the post-trade settlement among DTC's participants ("Direct Participants") depos b DTC. DTC securities, through electronic computenzed Direct Participants of sales and other securities tran ens in depos This eliminates the need for physical book-entry transfers and pledger between Direct Pa ints off U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates dealers, banks, trust companie aring corpor subsidiary of The Depository T & Clearing Cor C"). DTCC is the holding company for D1C ation and Fixed ng Corporation, all of which are registered National Securities Clearing Corpo clearing agencies the users of its? ibsidiaries. Access to the DTC system is also s ownld available to others such ind non-U.S. secur and dealers, banks, trust companies, and with a Direct Participant, either directly clearing corporation maintain a custodil that clear through highest roding: AAA. The DTC Rules applicable or indirectly (eet Participants"). D is Standard & Po to its Participal e on file with the Sect and Exchange orumission. More information about DTC can be om and www.dtc.org found at <u>www.d</u>
- of Securities under the DTC system must be made by or through Direct Participants. which will receive a d for the Securitie OTC's records. The ownership interest of each actual purchaser of each Security ("Benefic wner") is in ti o be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no eive written onfirmation from DTC of their purchase. Beneficial Owners are, written confirmations providing details of the transaction, as well as periodic however, expected to receive statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership 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.)
- Neither DTC nor Cede & Co. (nor any other DTC commes) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with BTC's AMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting 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 Cede Redemption proceeds, distributions, tymes is on the Securitie ized representative of DTC QTS's practice is to & Co., or such other nominee a unds and corresponding detail information from Issuer credit Direct Participants' accounts pon DTC or Agent, on payable date in a lance with their heddings shown on DTC's records. Payments by Participants to Beneficial Owner be governed by tions and customary practices, as is the case gistered in "street name," and will be the with securities he of customers in be accou not of DIC, Ago subject to any statutory or regulatory responsibility redemistion proceeds, distributions, and dividend to time. Paymer requirements a sted by an authorized representative of DTC) is nee as may be re payments to C de & Co. (or such other of Issuer or Agent. the responsibil sement of su navments to Direct Participants will be the responsibility of , and disbursement of ayments to ie Beneficial Owners will be the responsibility of Direct and Indirect ncipants.
- [9] A Beneficial Owner shall give nutice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry capital of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

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

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

- Issuer represents that at the time of initial re he name of DTC's nominee, Cede i and were eligible for transfer & Co., the Securities were Legally or Contractually under Regulation S under the Securities Act of 1933, as amended (the "ledurities Act"), and identified by SIP or CINS identification number ım any C a CUSIP or CINS identification number that was elly or Contractually 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 ident cation nur assigned to a Legally or ent fication numb of the same class that is different DTC promptly in the event that it is unable Contractually Restricted Security to do so.
- as Cede & Co. is a record owner of the Issuer and Agent acknowledge that voling rights and receive the full amount of all entitled to all applicable Securities, Cede shall be thereto. Issuer and Agent acknowledge that DFC shall treat any DTC distributions payable Participant ("Participant") having Securities credited to its DTC accounts as entitled to the full benefits of ownership of such Securities. Without inviting the generally of the preceding sentence. Issuer and Agent acknowledge that DTC shall treat any Parkcipsot having Securities credited to its DTC accounts as entitled to receive distributions (and voting rights, if any) in respect of the Securities, and to receive from DTC ecurities. Issuar and Agent recognize that DTC does not in any way undertake to. certificates evidencing responsibility to amonitor or ascertain the compliance of any transactions in the and shall not have an f Rule 144 Λ ; (b) of other exemptions from registration under the Securities with any of the provisions: (a) d Securities Act or any other state or federal securities laws; or (c) of the offering documents.

Agent state is the preposition Trustee Fig. 1 impairs in this to Agent as stended in the high less of extress the top of the filter may be approved.



A "Legally Restricted Noting to" is a security that is a restricted security, as defined in Ring 144 as 5 - A "Contraction by Restricted Security" is a security that upon issuance and continuously to creater earliering the sold pursuant to Restrict the Securities Act. Rule 144 A. Rule 144, or in a transaction excapt from the registration requirements of the Necture Act parsuant to Section 43 time Securities. Act and not involving any public offering are notical however mutured incoming acquirity to adjustment to the novisions of Rine 144, including Raile 144(b)(1), givili moreovicuses to be a "Contractionly Restricted Necture 10 to the restriction in order for a deposition receipt to be considered as a contributionally Restricted Security must also be a "Cogan North Contraction and Restricted Security must also be a "Cogan North Contraction and Restricted Security

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

Multibank 2009-	-1 RES-ADC V	enture, LLC	
Name of Issue	r and Co-Issuer(s) i	applicable	
Purchase 1	Money Note du	e 201 4	
Security Description			
CUSIP	Number(s) of the Sec	curities	
		\ \	
THE FOLLOWING APPLIES ONLY TO CATEGO	RY 3 REGULATION	ON S SECURITY ISSUANCES:	
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF	NOT APPLICAB		
		ory 3 Regulation S securities as	
Rule 903 of the Securities Act of 1933 Is			
eligible for transfer pursuant to Regulation S			
identification number (the "Regulation S See deliveries via DTC's Deposit Withdra (al			
maintained by banks that act as depositances in	r Clearstream B.	apking société anonyme and Euro	clear) until
	March 21, 207	0	
(NOTE: DO NOT LEAVE BLANK - A		IDAR DATE OR EVENT IS REQUIR	(ED)
\sim 11	111	\	
In the event that Issuer desires an ext	ension or shortel	ung of this "Deliver Order Chill.	Issuer or
Agent shall send DTC a notice requesting tha	it the DeliverOrd	ier hal be eliminated as of a spec	ined date.
Such notice shall be sent to DTC's Underwrit			
legible telecopy, registered or certified mails, such notice is in DTC's possession no lateral			
specified for elimination of the Deliver O			
uwcorplor/a dtcc.com. If sent by telecopy's	uch notice shall !	ne sent to (212) 855-3274 or (212)	855-5004.
	Valuban.	c2009-1 RES-ADC Venture, ELC	
Very trulk y	purs. By Fede	ral Deposit insurance Corporation as	
		aver for Various Failed Financial Instituti ofe Member and Manager	Mis
		Issuer	
	6.		
Received and Accepted	Bys	Authorized Officer's Signature	
THE DEPOSITORY TRUST COMPANY		UNIX SIGN MESC	2/9/10
	7	Print Name & Date	
3.			
,			
		Codssuer, if applicable	
	Bv:		
<i>a</i>	****	Varnorized Officer's Signature	*****
ON DTCC			
		Print Name & Date	
The Depository Trust & Clearing Corporation	er wyr i digt ei	wên etiten	