Multibank Structured Transaction 2009-1 CML-ADC Execution Version

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT")**, ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS 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 PPLICABLE LAWS OF AND THE THE UNITED STATES OR ANY OTHER JURISDICTION RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT REFERRED TO IN THIS PURCHASE MONEY NOTE (THE "CUSTODIAL KND PAY THE HOLDER HEREOF, BY ITS AC THIS PURCHASE MONEY PTANCE NOTE, FURTHER REPRESENTS **ACKNOWLED** GES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGN OTHERWISE TRANSPER THIS PURCHASE MONEY NOTE (OR AN HEREIN) EXCEPT IN COMPLIANCE WITH THE SECURITIES IE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LA S ON ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATION AND OTHER REQUIREMENTS SPECIFIED IN THE CU AGENCY AGREEMENT TRANSFEREE (1) THAT IS A "OUALIFIED REFERRED T 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 QUADIFIED 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 "OUALIFIED

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 THE 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 AGREEMENTS SAT 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 AGENCY AGREEMENT. ANY SALLOR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INVIO AND WILL! OT OPERATE TO TRANSPER ANY RIGHTS TO THE TRANSPEREE, NOT WITH STANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE RANGE AGENT OR ANY INTERMEDIARY, EACH TRANSFEROROT 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 OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-REPORTED HOLDER (AS DEFINED IN THE CUSTODIAL AND RAYING AGINCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

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

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

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

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

FOR THE PURPOSES OF SECTIONS 1272 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ASSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE REPERAL DEPOSIT INSURANCE CORPORATION AT 550 17TH STREET, N.W., ROOMF-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE 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.: ISIN No.: CUSIP No.:



\$46,207,975.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "Issuer"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$46,207,975.00 (Forty-Six Million Two Hundred Seven Thousand Nine Hundred Seventy-Five and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2012 (the "Maturity Date") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Money Note is parable in such cold or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Purchase 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 Incurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guaranto of the Purchase Money Notes, the FDIC, as receiver for various hilld financial institutions listed on Schedule B hereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Farge Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuer and any new or successor custodian and paying agent, the "Custodial and Paving 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 kurchase Money Note becomes due and payable on a day other than a Business Day, the muturity thereof shall be extended to the next succeeding Business Day

This Purchase Money Note is limited in right of payment to certain collections and recoveries respecting the Loans, all as more specifically set forth in the Custodial and Paying Agency Agreement. As provided in the Custodial and Paying Agency Agreement, deposits and withdrawals from the 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 transferes, 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 or liquidator of the Issuer or of all or any substantial part of the Issuer's properties (N) files an answer or other pleading admitting or failing to contest the material allegations of a petition New against the Issuer in any proceeding described in clauses (1) through (v); (vii) becomes 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 skyty commencement of any proceeding against the Assuer seeking reorganization, arrangement, composition, realisatment, 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, redeiter or liquidator for the Issuer or all or any substantial part of the Issuer's properties without the Issuer's agreement or acquiescence, and such appointment has not been vacated or stayed, or if such appointment has been stayed, at least sixty (69) days have passed following the expiration of the stay if such appointment has no been vacated.

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

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

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

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

No delay, omission or waiver on the part of the Holder in exercising any right pursuant to this Purchase Money Note shall operate as a waiver of such right or any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth 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 Furchese Money Note are absolute and unconditional and shall not be affected by any circumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, limitation, deferment, diminution, recoupment 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 CML-ADC Venture, LLC

700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LLP

200 South Biscayne Boulevard, Suite 250

Miami, Florida 33131 340

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.

Room F-7014

Washington, D.C. 20429-0002

Attention: Ralph Malami

B.Mail Address: RMalani@fdic.gov

with copies to

Senior Coursel

FDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

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

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

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

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

This Purchase Money Note and the rights and the outies 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 Molder"), 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 sun, action or proceeding against it or any of its Affiliates commerced by any Holder (If such Nolder is the FDIC; the Holder that is the HDIC, the "FDIC Holder") arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document, and waives any right to:
- (A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forting other than the court in which the FDIC Holder files the suit, action of proceeding without the consent of the FDIC Holder;
- (B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District o Columbia: or
- (C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.
- (ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:

- (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-FDIE 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 comparent jurisdiction.
- (c) Subject to the provisions of <u>paragraph (d)</u>, 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 (a)</u> or <u>paragraph (b)</u> 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 (c)</u> 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.

TREMAINDER OF PAGE INTENTIONALLY LEFT BLANK!

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

Multibank 2009-1 CML-ADC Venture, LLC

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

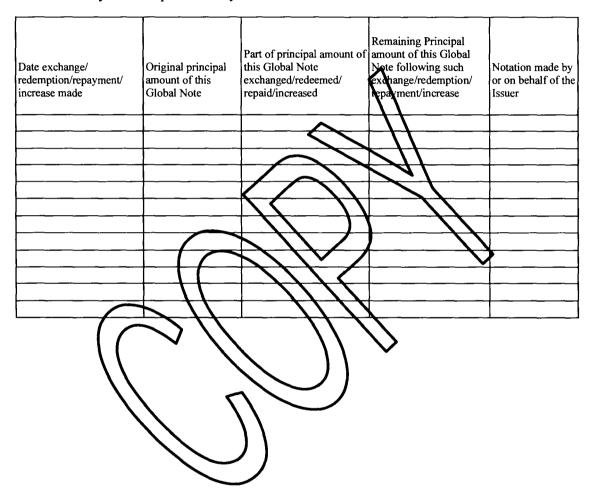


[Signature Page to Global Purchase Money Note Rule 144A (Class A-1)]

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	City	State	<u>Fund</u>	Closing Date	
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008	
Integrity Bank	Alpharetta	GA	10012	August 29, 2008	
Silver State Bank	Henderson	NV	10013	September 5, 2008	
Freedom Bank	Bradenton	FL	10019	October 31, 2008	
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008	
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008	
The Community Bank	Loganville	&A	10022	November 21, 2008	
First Georgia Community Bank	Jackson	GII	10025	December 5, 2008	
Haven Trust Bank	Durush	GA	10027	December 12, 2008	
Bank of Clark County	Vancouver	WA	10029	January 16, 2009	
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009	
MagnetBank	Sall Lake City	UT	10031	January 30, 2009	
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009	
Silver Falls Bank	Silverton	OR	10041	February 20, 2009	
First City Bank	Stockkridge	GA	10047	March 20, 2009	
Omri National Rank	Atlanta	ĢΑ	10048	March 27, 2009	
	$\mathcal{O}_{\mathcal{I}}$				

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.

Wells Fago Transfer Agent Name Amp Dayle 110-884-2152 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 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 Please indicate whether or not the issuer is a United Kingdom entity. Yes No Registered with SEC Elligible for resale under rule 144A of the '33 Act Escription on Section 36x73 of the '40 Act Issuer relying on Section 36x73 of the '40 Act Issuer Nameltsiae Description: Multhank 2009-1 (MI-ALK VENTURE LLC State of Incorporation or State of Municipality: United State Contact Phone State of Incorporation or State of Municipality: State of Incorporation or State of Municipality: State of Incorporation or State of Municipality: White Security is a State of Incorporation or State of Municipality: White Security is the State State of Incorporation or State of Municipality: White Security is the State State of Incorporation or State of Municipality: White Security is the State State State of Incorporation or State of Municipality: White State of Incorporation or State of Municipality: White Security is the State State State of Incorporation or State of Municipality: White Security is the State State State State of Incorporation or State of Municipality: White Security is the State State State of Incorporation or State of Municipality: White Security is State		
Amy Doyle All-884-2152	(Please check one)	Wells Fargo
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 Please indicate whether or not the issuer is a United Kingdom entity. Yes No Registered with SEC X Eligible for resale under rule 144A of the '33 Act Eligible for resale under rule Regulation S of the '33 act Issuer refying on Section NoC() of the 40 Act Exempt under another exemption(s) Indicate exemption(s). State of Incorporation or State of Municipality: Issue Principal Amboffeing Article 20 20 No. State of Incorporation or State of Municipality: Issue Principal Amboffeing Article 20 No. State of Incorporation or State of Municipality: Issue Principal Amboffeing Article 20 No. If yes, a letter of Representations for non-Rook gury-only securities is required) Does this issue contain a pattender feather? If yes, a letter of Representations for non-Rook gury-only securities is required) CONTACT INFORMATION BARCIANS CAPITAL. Lead Underwriter Vio Cassane 201-404-2851 Financial/Advisor Clearing DTC Participant information.	Municipal Corporate Limited Underwriting +	Transfer Agent Name
Please indicate whether or not the issue is a "security" as such terms defined in Article 8 of the New York Uniform Commercial Code. Ves No Please indicate whether or not the issuer is a United Kingdom entity. Yes No Registered with SEC X Bigible for resale under rule 144A of the '33 Act Bisper erlying on Section SeC(7) of the 40 Act Bisper erlying on Section SeC(7) of the 40 Act Bisper trying on Section SeC(7) of the 40 Act Exempt under Rule 3(ax2) of the '33 Act Exempt under Rule 3(ax2) of the '34 Act Exempt under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '34 Act Reflection Agent under Rule 3(ax2) of the '44 Act R	X ABS CMO	
### Agent Name Please indicate whether or not the issuer is a United Kingdom entity. Paying Agent Name Please indicate whether or not the issuer is a United Kingdom entity. Paying Agent Contact	Please indicate whether as not the issue is a "security" as such term is	Transfer Agent Contact Phone
Please indicate whether or not the issuer is a United Kingdom emity. Yes No Registered with SEC X Eligible for resale under rule 144A of the '33 Act Eligible for resale under rule Regulation S of the '33 act Issuer relying on Section 36(7) of the '40 Act Exempt under Rule 3(x(x)) of the '33 Act Exempt under another exemption(s): Indicate exemption(s): Ind	1	
Yes	Yes No	Paying Agent Name
Registed with SEC X Eligible for resale under rule 144A of the '33 Act Eligible for resale under rule Regulation S of the '33 act Issuer relying on Section 30(7) of the 40 Act Exempt under Rule 3(a)(2) of the '40 Act Exempt under another exemption(s): Indicate exemption(s): Issuer Name/Issue Description: Multibank 2009-1 CML-ADC VEINTURE LLC State of Incorporation or State of Municipality: Issue Principal Amt/Offering Asy EDS(IBINTY ONLY Closing Date: Is this a book-entry-only issue (with no certificates available to investors)? If yes, a Letter of Representations (vertified) Does this issue contain a put/ender feather? If yes, a Letter of Representations (vertified) CONTACT INFORMATION BARCLAYS CAPITAL, Lead Underwriter Via Casasao 201-199-2051 Lead Underwriter (ontact Phone DTC Participant account number to be credited at the time of colosing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant:		Paying Agent Contact Phone
Eligible for resale under rule 144A of the '33 Act X Eligible for resale under rule Regulation S of the '33 Act Exempt under Rule 3(a)(2) of the '40 Act Exempt under Rule 3(a)(2) of the '40 Act Exempt under another exemption(s): Indicate exemption(s): Issuer Name/Issue Description: Multibank 2009-1 CML-ADX 'VENTURE LLC State of Incorporation or State of Municipality: Issuer Principal Amt/Offering Apr. ElinqiBhiT VONLY Closing Date: Is this a book-entry-only issue (with bo certificates available to investors)? If yes, a Letter of Representations to echinod Does this issue contain a pult-ender feature? Vito Cassano 201-499-2051 Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone Bond Coursel Conject Phone Remarking Agent Nature Remarking Agent Nature Phone Indicate exemption(s): Indicate part imme Vito Cassano 201-499-2051 Lead Underwriter Contact Phone Contact name: Phone Contact name: NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities is requirted) Contact name: NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities in DTC at least one hustiness day before closing For additional information and info	(Please check one)	Bond Counsel
Eligible for resale under rule 144A of the '33 Act X Eligible for resale under rule Regulation S of the '33 Act Exempt under Rule 3(a)(2) of the '40 Act Exempt under Rule 3(a)(2) of the '40 Act Exempt under another exemption(s): Indicate exemption(s): Issuer Name/Issue Description: Multibank 2009-1 CML-ADX 'VENTURE LLC State of Incorporation or State of Municipality: Issuer Principal Amt/Offering Apr. ElinqiBhiT VONLY Closing Date: Is this a book-entry-only issue (with bo certificates available to investors)? If yes, a Letter of Representations to echinod Does this issue contain a pult-ender feature? Vito Cassano 201-499-2051 Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone Bond Coursel Conject Phone Remarking Agent Nature Remarking Agent Nature Phone Indicate exemption(s): Indicate part imme Vito Cassano 201-499-2051 Lead Underwriter Contact Phone Contact name: Phone Contact name: NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities is requirted) Contact name: NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities in DTC at least one hustiness day before closing For additional information and info	Registered with SEC	
Exempt under Rule 3(a)(2) of the 30 Act Exempt under Rule 3(a)(2) of the 40 Act Exempt under Rule 3(a)(a)(a) Exempt under Rule 3(a)(a)(a) Exempt under Rule 3(a)(a)(a)(a) Exempt under Rule 3(a)(a)(a) Exempt under Rule 3(a)(a)(a)(a) Exempt under Rule 3(a)(a)(a)(a) Exempt under Rule 3(a)(a)(a)(a) Exempt under Rule 3		Bond Counsel Contact Phone
Issuer relying on Section 36(7) of the '40 Act Exempt under Rule 3(a)(2) of the '33 Act Exempt under Rule 3(a)(2) of the '33 Act Exempt under another exemption(s): Indicate exemption(s):		^ \\
Exempt under Rule 3(a)(2) of the '33 Act Exempt under another exemption(s): Indicate exemption(s): Issuer Name/Issue Description: Multibank 2009-1 CML-ADX VENTURE LLC State of Incorporation or State of Municipality: Issuer Principal Amt/Offering Apri: EDECIBILITY ONLY Closing Date: Is this a book-entry-only issue (with no certificates available to investors)? If yes, a Letter of Representations layedired) Does this issue contain a put/tender feather? CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano DTC Participant account number to be credited at the time of closing: If fead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant: Indicate exemption(s): Tender Agent mame Tender Agent		Remarketing Agent Name
Exempt under another exemption(s): Indicate exemption(s): Issuer Name/Issue Description: Multibank 2009-1 CM1-ADX VENTURE LLC State of Incorporation or State of Municipality: Issue Principal Amt/Offering Amf. ELTGIBIATY ONLY Closing Date: 1		
Indicate exemption(s) Issuer Name/Issue Description: Multibank 2009-1 CML-ALX: VENTURE LLC State of Incorporation or State of Municipality: Issue Principal Amt/Offeng Anf: EDGIBINTONLY Closing Date: 1		Remarketing Agent Contact Phone
Issuer Name/Issue Description: Multibank 2009-I CML-ADC VENTURE LLC State of Incorporation or State of Municipality: Issue Principal Amt/Offering Amt. ELNGIBILITY ONLY Closing Date: 2-0-2-N If yes, a Letter of Representations (yearly red) Does this issue contain a put/tender feather? If yes, a Letter of Representations for non-book gury-only securities is requirted) CONTACT INFORMATION BARCLANS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Issue Principal Amy/Offering Amt. Tender Agant nume Tender Agant Principant on the Phone Discussion of Municipality: With Recursion PROCESSING INFORMATION DE Confliction of Proceeds on: In OFF (Fast Automated Security Transfer) issue? Will yes, a Letter of Representations is verified by If yes, a Letter of Representations in tenders issue? If yes, a Letter of Representations in verified by If yes, a Letter of Representations in verified by If yes, a Letter of Representations in verified by If yes, a Letter of Representations in verified by If yes, a Letter of Representation by If yes, a Letter of Representations in verified by If yes, a Letter of Representation by If yes, a Letter of Represen		
Multibank 2009-I CML-ADC VENTURE LLC Tender Agenic ontact Thone State of Incorporation or State of Municipality: Issue Principal Amt/Offering Art: ELNGIBIATY ONLY Closing Date: Is this a book-entry-only issue (with no certificates available to Investors)? If yes No Obes this issue contain a put/tender feature? If yes, a Letter of Representations for non-book entry-only securities is requirted) CONTACT INFORMATION BARCLAYS CAPITAL. Lead Underwriter Vito Cassano 201-499-2051 DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Charlength: X Underwriter Financial/Advisor Charlength: A Underwriter Financial/Advisor Charlength: X Underwriter Financial/Advisor Charlength: A Underwriter Financial/Advisor		Tender Agent mame
State of Incorporation or State of Municipality: Issue Principal Amt/Offering Am: EENCIBINITY ONLY Closing Date: Is this a book-entry-only issue (with no certificates available to investors)? If yes, a Letter of Representations baredured) Does this issue contain a put/tender feating? If yes, a Letter of Representations for non-book untry-only securities is requirted) CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Information or State of Municipality: INDEPTRITING PROCESSING INFORMATION DB CONLY (Information of Participant) With the Securities of Proceeding National Automated Security Transfer) issue? With the Securities of Proceeding Amt. Information is provide the date the securities will be delivered to DTC: Name of firm shipping or delivering the securities: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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.		
State of Incorporation or State of Municipality: Issue Principal Amt/Offering And: Closing Date: 2-9-284 Is this a book-entry-only issue (with no certificates available to investors)? If yes, a Letter of Representations is required) Does this issue contain a put/tender feather? If yes, a Letter of Representations for non-book anny-only securities is required) CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassaao 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant: State of Incorporation or State of Municipality: UNDER REPLATING PROCESSING INFORMATION DE CONLY Withthe Securities be Scheck one:) Eligible as FAST (Fast Automated Security Transfer) issue? Withthe Securities be Scheck one:) Eligible as FAST (Fast Automated Security Transfer) issue? Withthe Securities be Scheck one:) Is this a book-entry-only issue (with no certificates available to limit to be credited to DTC: Name of firm shipping or delivering the securities: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant information.		Tender Agent Contact Phone
Issue Principal Ami/Offering Ami: Secondary Closing Date:		
Issue Principal Ami/Offering Ami: Secondary Closing Date:	State of Incorporation or State of Municipality:	
Closing Date: Is this a book-entry-only issue (with no certificates available to investors)? If yes No (If yes, a Letter of Representations is reduced) Does this issue contain a put/tender featbre? (If yes, a Letter of Representations for non-book anny-only securities is requirted) CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: With the Securities be Scheck one:) Hight securities alpost Automated Security Transfer) issue? Hight securities alpost Automated Security Transfer) issue? Hight securities alpost Automated Security Transfer) issue? Hight securities alpost Automated Security Transfer) In o, provide the date the securities will be delivered to DTC: Name of firm shipping or delivering the securities: Contact name: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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.		
Is this a book-entry-only issue (with no certificates available to investors)? If yes, a Letter of Representations in reduced? If yes, a Letter of Representations for non-book analy-only securities is required) CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant: BY: Highle aaFAST (Fast Automated Security Transfer) issue? Highle aaFAST (Fast Automated Security Transfer) issue? If no, provide the date the securities will be delivered to DTC: Name of firm shipping or delivering the securities: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		
If Yes, a Letter of Representations is reclaired) Does this issue contain a put/tender feature? (If yes, a Letter of Representations for non-book entry-only securities is requirted) CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: BY: If Yes, FAST is If no, provide the date the securities will be delivered to DTC: Name of firm shipping or delivering the securities: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		\ \ \ \ \ \
CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano Lead Underwriter Contact Drophone		
Does this issue contain a put/tender feature? (If yes, a Letter of Representations for non-book entry-only securities is requirted) CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant: BY: If no, provide the date the securities will be delivered to DTC: Name of firm shipping or delivering the securities: Note: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		
Name of firm shipping or delivering the securities:		If no amyide the date the securities will be delivered to DTC:
CONTACT INFORMATION BARCLAYS CAPITAL Lead Underwriter Vito Cassano Lead Underwriter Contact DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant information. Clearing DTC Participant: BY: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		•
BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		Patte of this simpling of derivering the securities.
BARCLAYS CAPITAL Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Contact name: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:	CONTACT INFORMATION	
Lead Underwriter Vito Cassano 201-499-2051 Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Phone: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		Contact name:
Vito Cassano Lead Underwriter Contact DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: NOTE: Please use the address listed on the CUSIP INFORMATION page to 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:		
Lead Underwriter Contact Phone DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Clearing DTC Participant: BY: 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. X Underwriter Financial/Advisor Clearing DTC Participant: BY:	Vito Cassano 201-399-2051	
DTC Participant account number to be credited at the time of closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Clearing DTC Participant: BY: Interface/Underwriting Department at the numbers provided. X Underwriter Financial/Advisor Clearing DTC Participant:	1	deliver securities to DTC at least one husiness day before closing.
closing: If lead underwriter is not a DTC Participant, please provide clearing DTC Participant information. Clearing DTC Participant: Clearing DTC Participant: BY:	DTC Participant account number to be credited at the time of	•
Clearing DTC Participant information. Clearing DTC Participant: Clearing DTC Participant: BY:		@ <u>6 </u>
Clearing DTC Participant information. Clearing DTC Participant: Clearing DTC Participant: BY:	If lead underwriter is not a DTC Particpant, please provide	X Underwriter
BY: A CHARLES OF THE CONTROL OF THE	W	Financial/Advisor
	Clearing DTC Participant:	Clearing DTC Participant
Contact Phone Authorized Officer's Signature		BY:
Authorized Officer confinence	Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
1	0.00%	2/25/2012	0	T	
2	0.00%	2/25/2012	0	T	
3	0.00%	2/25/2013	0	T	
4	0.00%	2/25/2013	0	<u> </u>	
5	0.00%	2/25/2014	0	T	
6	0.00%	2/25/2014	0	T	
7			Δ		
8					
9			\mathcal{H}		•
0			} /4/		
		$\overline{}$			
2			// /		
3			V		
4		$H \rightarrow H$	 		
5		341-1			
7			1+-		
8	//		/}		
.9		1 A >	<u> </u>		
2.0		#			

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

DTC Underwriting Department Phone Numbers:

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

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

Fax (212)855-3607

Interface/Underwriting:

Fax

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

Authorization for Closing:

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

Fax (212)855-3607

Department Managers:

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

Delivery of Securities to DTC

Attent: Interface/Underwriting Dept.
The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

DTC Mailing Addresses:

Underwriting Dept

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

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

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

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
Please indicate whether or not the issue is a "security" as such term is	Transfer Agent Contact Phone
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
	\wedge
Registered with SEC	Bond Counsel Cortact Phone
X Eligible for resale under rule 144A of the '33 Act	Bollo Connect Patrice
X Eligible for resale under rule Regulation S of the '33 act	
Issuer relying on Section 3©(7) of the '40 Act	Remarketing Agent Name
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s):	
Issuer Name/Issue Description:	Tender Agent mme
Multibank 2009-1 CML-ADC VENTURE LLC	
	Temer Agent Contact Phone
State of Incorporation or State of Municipality:	UNDER WRITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBINTY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/2N	Will the Securities be (check one:)
is this a book-entry-only issue (with no certificates available to	Higitie as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Yes If Yes, FAST #
(If yes, a Letter of Representations in required)	7. 17. 17. 17. 17. 17. 17. 17. 17. 17. 1
Does this issue contain a put/tender featoge?	If no, provide the date the securities will be delivered to DTC:
of yes, a Letter of Representations for non-book entry-only	,1
securities is requirted)	Name of firm shipping or delivering the securities:
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name:
Lead Underwriter	Phone:
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing.
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:	interace office withing pepartition at the numbers provided.
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Cledeina IVIC Particulant
	BY-
Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip	Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / OfferingAmount	Type of Issue*	Initial Offering Price (To Public
		0.00%	2/25/2012	0	T	
		0.00%	2/25/2012	0	T	
		0.00%	2/25/2013	0	Т	
		0.00%	2/25/2013	0	T	
		0.00%	2/25/2014	0	T	
		0.00%	2/25/2014	0	T	
						4
			$\overline{}$	HH		<u> </u>
						-
			<u> </u>			
				<u> </u>		
	Cusip	Cusip Number	0.00% 0.00% 0.00% 0.00% 0.00%	Description Date	Description Date Amount	Description Date Amount Type of issue

TOTAL TO THE TAX OF TH

DTC Underwriting Department Phone Numbers:

Issue Eligibility: Authority

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

Underwriting Processing:

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

Fax (212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax

(212)855-8703/8707

Authorization for Closing:

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

Fax (212)855-3607

Department Managers:

(212)855-3793/3733

Fax (212)855-3726/3728

Delivery of Securities to DTC

55 Water Street, 28th Floor

New York, NY 10041-0099

DTC Mailing Addresses:

Attention: Eligibility Department The Depository Trust Company

Underwriting Dept

Attent: Interface/Underwriting Dept.
The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, ISL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understanding vith respect to all issues (th curities") that Issuer shall request to be made eligible for dea by The D pository Trust C any ("DTC"). Issuer is: (Note: Issuer shall r s out the other.) Delaware -fineerporated in formed under the laws of at the Securities for deposit at DTC, and to act in accordance with DTC's Rules respect to the Issuer represents to DTC that issuer Operational Arrangements, as they may be ated in DTC's will compl with the requiremen amended from time to time. ry tody yours, Note: Multibank 2009-1 RES-ADC Venture, LLC Schedule A contain, statements that DTC ocral Deposit Insurance Corporation as bélieves accurately de cribe DTC, the meth Receiver for Various Failed Financial institutions, of effecting book-entry? ers of securities as Sole Member and Manager distributed through DTC, a ain related matters. (Authorized Officer's Signature) Sommons (Print Name) Received and Accepted THE DEPOSITORY TRUST COMPANY e o Federal Deposit Insurance Corporation 550 17th Street, NW (Room 6-70) 44 Washington, D.C. 20429-0002 State) (Country) Lin Class (202) 898-3713 Shore Numbers The Depository Trust & Clearing Corporation RMalami à fdie gov

Li-mail Addressi

(To Blanket Issuer Letter of Representations)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities deposited se trust company organized under limited-p the New York Banking Law, a "banking organization" with the New York Banking Law, a n caning member of the Federal Reserve System, a "clearing ring of the New York Uniform tion thin Section 17A of the Securities Commercial Code, and a "clearing agency" registered pur the pro million issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provides assi over 3 equity issues, corporate and municipal debt issues. and money (from over 100 countries) that t instrument DTC's participants ("Direct Participants") depos trade settlement among DTC. DTC fucilitates the Direct Participants of sales and other securities tran is in depo ecurities, through electronic computerized book-entry transfers and pledges need for physical ct Pa This climinates nts' curties brokers and movement of securities certificates U.S. and non-U.S. sa dealers, banks, trust companies iring corpor certai other organizations DTC is a wholly-owned subsidiary of The Depository T & Clearing Con DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ng Corporation, all of which are registered clearing agencies y the users of its haries. Access to the DTC system is also is own available to others such nd non-U.S. secu ad dealers, banks, trust companies, and clearing corporation maintain a custodí 14th a Direct Participant, either directly highest tering: AAA. The DTC Rules applicable or indirectly ("indirect Participants"). DYC as Standard & Po e on file with the Seco mission. More information about DTC can be to its Participan and Exchange found at www.dr om and www.dtc.org
- the DTC system must be made by or through Direct Participants. of Securities under which will receive a c OTC's records. The ownership interest of each actual purchaser of for the Securities wner") is in ti each Security ("Benefic e be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no eive written onfirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive writen conf mations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (ner asy other DTC cominee) 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 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 attached to the Omnibus Proxy).
- Redemption proce ds, distribations, a ts on the Securition U be made to Cede Montred representative of DTC. QTO's practice is to unds and corresponding detail information from Issuer & Co., or such other nominee a credit Direct Participants' accou pon DTC or Agent, on payable date in ad lance with their dings shown on DTC's records. Payments by Participants to Beneficial Owner ctions and customary practices, as is the case I be governed by with securities held the accor f customers in be gistered in "street name," and will be the subject to any statutory or regulatory responsibility of such_Participant not of DTC. Ag edemition proceeds, distributions, and dividend requirements a be in effect to time. Paymen ted by an authorized representative of DTC) is payments to C & Co. (or such other nee as may be r the responsibil of Issuer or Agent, sement of su ayments to Direct Participants will be the responsibility of Beneficial Owners will be the responsibility of 1, and disbursement of navments to Direct and Indirect dicipants.
- [9. A Behefical Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Furth pant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the awnership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

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

Multibank 2009-1 CML-ADC Venture, LLC

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

Purchase Money Note due 2012

Security Description including series designation, if applicable



CUSIP number(s) of the securities

1. Issuer represents that at the time of initial registration in the name of DTC's nominee, Cede & Co., the Securities were Legally or Contractually Restricted Securities, eligible for transfer under Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and identified by CUSIP or CINS identification number that was different from any CUSIP or CINS identification number assumed to any securities of the same class that hal a CUSIP or CINS identification were not Legally or Contractually Restricted Securities. Issuer shall ensure number is obtained for all unrestricted securities of different from any CUSIP or CINS lass that identification number assigned to a Legally of Contractually Re red Security f such class, and shall notify DTC that it has agreed to comply with all applicable promptly in the event that it is unable to do so Is uer represent information requirements of Rule 144A

& Cr. is a record owner of the Securities, Cede & the full amount of all distributions payable with 2. Issuer and Agent² acl Co. shall be entitled to all applica all reat any DTC Participant ("Participant") having respect thereto. Issuer and Agent a cknowledge tl Securities credited to its DTC ad fits of ownership of such Securities. Without ints as entitled to limiting the generality knowledge that DTC shall treat any Participant prece having Securitia eceive distributions (and voting rights, if any) in ridencing Securities. Issuer and Agent recognize any responsibility to, monitor or ascertain the respect of the Secur m DTC certifica ities, and o that DTC does not in any way undertail and shall not compliance of a transactions in the Sc he provisions: (a) of Rule 144A; (b) of other stration under the Secur exemptions from er state or federal securities laws; or (c) of the offering document Multibank 2009-1 CML-ADC Venture, LLC

Very truly yours.

Received and Accepted

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

Receiver for Various Failed Financial Institutions, as Sole Member and Manager



Print Name & Date

2/9/10

³ Agent' stablete del rodus Beysselan, Trusite, Trusit' ordures of the Edgent of Repring Agent is Such deflection agent of the DAC Letter of Representations to which this tider may be appeared.



THE DEPOSITORY TRUST

The Depository Trust & Clearing Corporation

[&]quot;A "Legally Restricted Security" is a security that is a restricted occasion, as derived in Rule (44124.31). A "Contracticitis Restricted Security is a security that upon issuance and continually thereafter can only be sold pursuant to Regulation S under the Securities Act, Rule | 44A, 8 tile | 64 or in a transaction exempt from the registration requirements of the Securities Act of the Securities Act and returns to the Securities Act and returns to the Securities Act and return to Security and the Securities Act and return to the Security and Restricted Security." For purposes of this definition in order for a deposition of everytime even ordered in Tegally in Continuous Reserved Security. The undertying securities must also be a "Tegally in Continuous to Reserved Security." The

Multibank Structured Transaction 2009-1 CML-ADC Execution Version

THIS PURCHASE MONEY NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT")**, ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS 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 ADJOTHER APPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION AND THE RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE CUSTODIAL RNED TO IN THIS PURCHASE AND PAYING AGENCY AGREEMENT MONEY NOTE (THE "CUSTODIAL AND PA THE HOLDER HEREOF, BY ITS ACCEPTANCE THIS PURCHASE MONEY NOTE, FURTHER REPRESENTS ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL OTHERWISE TRANSPER THIS PURCHASE MONEY NOTE (OR ANY NTREST HEREIN) EXCEPT IN COMPLIANCE WITH THE SECURITIES ? THE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LA ANY JURISDICTION AND IN ACCORDANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE CUSTODIAL AND PAY AGENCY AGREEMENT REFERRED TO HEREIN (A) TO TRANSFERED (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 OUNDFIED 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 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 AGREEMEN CUSTODIAL AND PAYING AGEN T. ANY SALSOR TRANSFER WILL BE OF NO FORCE AND EFFECT. IN VIOLATION OF THE FOREGOING WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSPER ANY RIGHTS TO THE TRANSFEREE, NOT VITUS TAXODING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE G 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 CUSTODINL AND PAYING AGENCY AGREEMENT, TO OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE COMPEL ANY MONEY NOTE THAT IS A NON-REPORTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

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

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

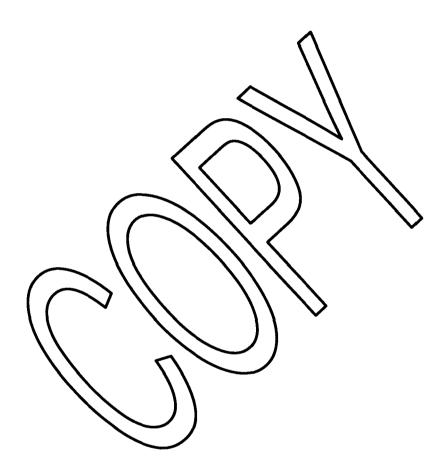
NOT, AND IS NOT ACTING ON BEHALF OF OR USING THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR A FOREIGN, GOVERNMENTAL OR CHURCH PLAN WHICH IS SUBJECT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

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

FORTNE PURPOSES OF SECTIONS 1272 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ASSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE 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.:

\$93,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$93,000,000.00 (Ninety-Three Million and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule Ahereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2013 (the "<u>Maturity Date</u>") or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The principal of this Purchase Money Note is payable in such comport 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 affebruary 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchast Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Karyo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuer and any new of successor custodian and paying agent, the "Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LL

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 33131-5340

Attention: Alan Axelrod

E-Mail Address: AAxelrod@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

ttention Ralph Malami

E-Mail Address. RMalami@fdic.go

with copies to:

Senior Counsel

FDIC Logal Division

Litigation and Resolutions Branch, Receivership Section

Special Issues Unit

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 22226

Attention: David Gearin

E-Mail Address: DGearin@fdic.gov

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

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

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

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

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

- (a) Each of the Issuer and each Holder (if tuch Holder is not the FDIC; any Holder that is not the FDIC, a Non-FDIC Holder?), on behalf of itself and its Affiliates, irrevocably and unconditionally.
- (i) consents to the jurisdiction of the United States District Court for the Southern District of New York and to the jurisdiction of the United States District Court for the District of Columbia for any suit, action or proceeding against it or any of its Affiliates commenced by any Holder (If such Holder is the FDIC, the Holder that is the FDIC, the "FDIC Holder") arising out of relating to, or in connection with this Purchase Money Note of any Ancillary Document and waives any right to:

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

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

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

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

10

- (B) assert that venue is improper in the Supreme Court of the State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.
- (iii) agrees to bring any suit, action or proceeding by the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder, and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the FDIC Holder; and
- (iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within paragraph (a)(iii) above, to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution for any without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-FDIC Holder, on behalf of itself and its Affiliates, hereby inevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within paragraph (a) above may be enforced in any court of competent jurisdiction.
- Subject to the provisions of <u>paragraph (d)</u>, each of the Issuer and each Holder, of behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to <u>paragraph (a)</u> or <u>paragraph (b)</u> 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 <u>Purchase Money Note</u> (with copies to such other Persons as specified herein); <u>provided</u>, <u>however</u>, that nothing contained in this <u>paragraph (c)</u> 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 Registrat which initially shall be the Paying Agent.

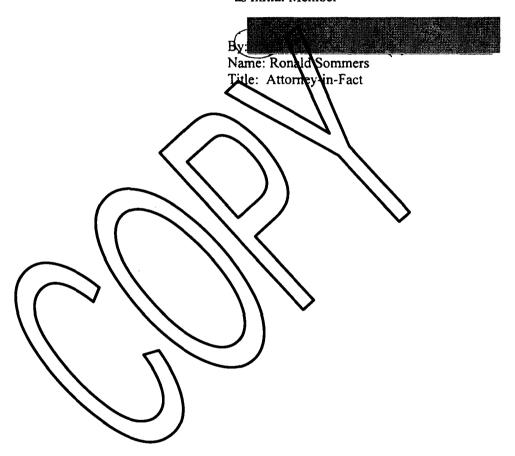
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental sharge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 CML-ADC Venture, LLC

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

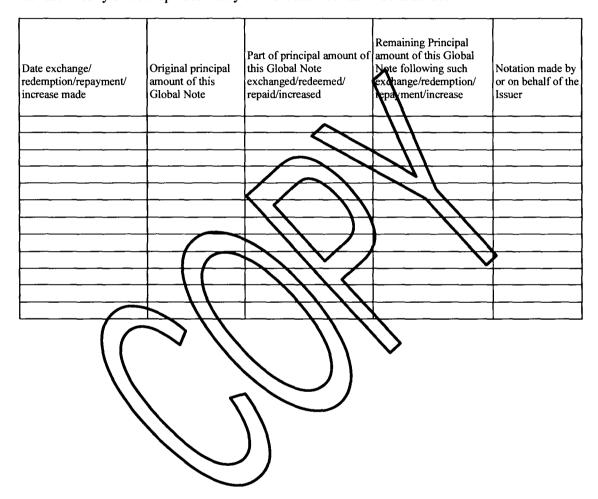


[Signature Page to Global Purchase Money Note Rule 144A (Class A-2)]

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	City	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	611	10025	December 5, 2008
Haven Trust Bank	Darosh	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1 st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First Ity Bank	Stockhridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	ĢΑ	10048	March 27, 2009
1				

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

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

(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
	Transfer Agent Contact Phone
Please indicate whether or not the issue is a "security" as such term is defined in Article 8 of the New York Uniform Commercial Code.	
Yes No	Paying Agent Name
	-
Please indicate whether or not the issuer is a United Kingdom entity.	Paying Agent Contact Phone
Yes No	
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Cortact Phone
X Eligible for resale under rule Regulation S of the '33 act	∼ \\
Issuer relying on Section 3©(7) of the '40 Act	Remarketing Agent Name
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s):	
Issuer Name/Issue Description:	Tender Agent mime
Multibank 2009-1 CML-ADC VENTURE LLC	
	Temer Agent Contact Phone
	, <i>(</i>
State of Incorporation or State of Municipality:	UNDER WRITING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBINITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/201	Willthe Securities be (check one:)
ls this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)?	Ys If Yes, FAST #
(If yes, a Letter of Representations threquired)	/\omega_
Does this issue contain a put/tender feature? Yes N	It no, provide the date the securities will be delivered to DTC:
(If yes, a Letter of Representations for non-book entry-only	Name of firm shipping or delivering the securities:
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name:
Lead Underwriter	Phone:
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities to DTC at least one business day before closing.
Lead Underwriter Contact Phone	For additional information, please contact DTC's
DTC Participant account number to be credited at the time of closing:	Interface/Underwriting Department at the numbers provided.
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Clearing IVIC Particulant
	BY:
Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
1	0.00%	2/25/2012	0	T	
2	0.00%	2/25/2012	0	T	
3	0.00%	2/25/2013	0	T	
4	0.00%	2/25/2013	0	T	
5	0.00%	2/25/2014	0	T	
6 Property Company Company	0.00%	2/25/2014	0	T	
7					
8					
9		<			
10					
11					
12					*
13					<u> </u>
14					
15					
16	(<i>311</i> /			
17					
18	\		/		
19					
20					

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

DTC Underwriting Department Phone Numbers:

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

Underwriting Processing: (212)855-3752/53/54/55

Fax (212)855-3607

Interface/Underwriting:

Fax

(212)855-8820/8821

(212)855-8703/8707

Authorization for Closing:

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

(212)855-3607

Department Managers:

(212)855-3793/3733

(212)855-3726/3728 Fax

DTC Mailing Addresses:

Underwriting Dept

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

Delivery of Securities to DTC

Attent: Interface/Underwriting Dept. The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, ISL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understand with respe ct to all issues (th curities") that Issuer shall request to be made eligible for depos he D pository Trust C any ("DTC"). Issuer is: (Note: Issuer shall cross out the other.) Delaware -fineerporated in- [formed] ot the Securities for deposit at DTC, and to act in accordance with DTC: Rules respect to the Issuer represents to DTC that issuer will comply with the requirement ated in DTC's Operational Arrangements, as they may be amended fro ime to time. Note: Multibank 2009-1 RES-ADC Venture, LLC Schedule A contain statements that DTC scral Deposit Insurance Corporation as believes accurately describe DTC, the meth Receiver for Various Failed Financial Institutions. of effecting book-entry transl ers of securities as Sole Member and Manager distributed through DTC, and matters. (Authorized Officer's Signature) Received and Accepted SOMMERS THE DEPOSITORY TRUST COMPANY coo Federal Deposit Insurance Corporation 550 17th Street, NW (Room F-7614) Washington, D.C. 20429-0042 (State) (Country) (202) 898-3713 Phone Numbers The Depository Trust & Clearing Corporation RMalami-a) tdic.gov dismail Address)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- Jimited-p DTC, the world's largest securities deposited se trust company organized under neaning the New York Banking Law, a "banking organization" with the New York Banking Law, a member of the Federal Reserve System, a "clearing ing of the New York Uniform tion red pur isions of Section 17A of the Securities Commercial Code, and a "clearing agency" regis the pro Exchange Act of 1934. DTC holds and provide willion issues of U.S. and non-U.S. es asso over 3. equity issues, corporate and municipal debt issues, and money i instruments en over 100 countries) that DTC's participants ("Direct Participants") depos pos-trade settlement among h DTC. DTC facilitates the securities, through electronic computerized ns in depo Direct Participants of sales and other securities tran book-entry transfers and pledges This climinate the need for physical between ants' curvies brokers and movement of securities certificates. U.S. and non-U.S. s ther organizations. DTC is a wholly-owned dealers, banks, trust companies & Clearing Con subsidiary of The Depository T "). DTCC is the holding company for DTC. ation and Fixed Corporation, all of which are registered National Securities Clearing Co clearing agencies the users of its? liaries. Access to the DTC system is also available to others such nd non-U.S. secur and dealers, banks, trust companies, and clearing corporation maintain a custodi oth a Direct Participant, either directly that clear highest rung: AAA. The DTC Rules applicable or indirectly ("Indirect Participants"). DTC as Standard & Po te on file with the Sect and Exchange mission. More information about DTC can be to its Participants found at www.dree.com and www.dte.org
- the DTC system. of Securities under aust be made by or through Direct Participants, which will receive a d for the Securities DTC's records. The ownership interest of each actual purchaser of wner") is in the each Security ("Benefic p be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no uve written onformation from DTC of their purchase. Beneficial Owners are, however, expected to receive mations providing details of the transaction, as well as periodic ten confi statements of their holdings, from the Direct or In freet Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system. for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

(To Blanket Issuer Letter of Representations)

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (ner as) oner DTC comine) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's AMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to I sucr as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Carticipants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- I be made to Cede Redemption proce is, distributions, idend ments on the Securitie & Co., or such other nominee a Montred representative of DTC. QTC's practice is to unds and corresponding detail information from Issuer credit Direct Participants' accounts i pon DTC cent of dings shown on DTC's records. Payments by or Agent, on payable date in a ance with their Participants to Beneficial Owner I be governed by ctions and customary practices, as is the case with securities hel of customers in be gistered in "street name," and will be the e accor subject to any statutory or regulatory responsibility such Partie pant not of DTC. Ag redemation proceeds, distributions, and dividend requirements a c to time. Paymer payments to C ted by an authorized representative of DTC) is & Co. (or such other nonlinee as may be т of Issuer or Agent, ayments to Direct Participants will be the the responsibil rsement of su responsibility of , and disbursement of ich jayments to e Beneficial Owners will be the responsibility of Direct and Indirect ticipants.
- [9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by eausing the Direct Participant to transfer the hardeparticipant'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 switching rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry chedit of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

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

Multibank 2009-1 CML-ADC Venture, LLC

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

Purchase Money Note due 2013

Security Description including series designation, if applicable



CUSIP number(s) of the securitie

of DTC's nominee, Cede & Co., the 1. Issuer represents that at the time of initial registration in the num Securities were Legally or Contractually Restricted Securities eligible for transfer under Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and identified by CUSIP or CINS identification number assigned to any securities of the same class that that was different from any CUSIP or CINS identification number hala CUSIP or CINS identification were not Legally or Contractually Restricted Securities. Issuer shall number is obtained for all unrestricted securities of different from any CUSIP or CINS identification number assigned to a Legally of Contractually Re ed Security such class, and shall notify DTC promptly in the event that it is unable to do so er represents that it has agreed to comply with all applicable information requirements of Rule 14

2. Issuer and Agent² acknow is a record owner of the Securities, Cede & the full amount of all distributions payable with Co. shall be entitled to all applicab e voting ri respect thereto. Issuer and Agent acknowledge th eat any DTC Participant ("Participant") having Securities credited to its DTC ad counts as entitled to its of ownership of such Securities. Without limiting the generality of the preced wledge that DTC shall treat any Participant having Securities cre counts as entitle distributions (and voting rights, if any) in g ecurities. Issuer and Agent recognize respect of the Securities, and to recei n DTC certifica that DTC does not in any way undertak and shall not any responsibility to, monitor or ascertain the compliance of any ransactions in the Sec urities with any ne provisions: (a) of Rule 144A; (b) of other uration under the Securit exemptions from er state or federal securities laws; or (c) of the offering documents

Very truly yours.

Multibank 2009-1 CML-ADC Venture, LLC

By: Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions, as Sole Member and Manager



Con 10 Samers

"A "Legally Restricted Security" is a security that is a restricted security, as defined in Rule 144(ax8). A "Contracticully Restricted Security" is a recurdy that upon issuance and continually interenter can only be sold pursuant to Regulation. Sunder the Securities Act, Rule 144, Rule 144, or in a fransaction exempt from the reastration requirements of the Securities. Act the Securities Act and not involving any public offering, provided, however, that once the recurst to sold pursuant to the provisions of Rule 144 including Rule 144(b)(1), it will therefore code to be a Contracticulty Restricted Security." The mappiers of this definition, in order for a deposition to eage to be considered. I legally or Contracticulty Restricted Security. The auditory that these times the auditory that the security is need to be a "Contracticulty". Restricted Security is the auditory to be considered as Tegally or Contracticulty.

2 Agent Shall be actived as Depositary. Trastee Trant Conguns. Traster Agent a Baying Agent as such definition applies in die DTC Letter or Representations to which their factors be unpresent.



Received and Accepted
THE DEPOSITORY TRUST C

By:

The Depository Trust & Clearing Corporation

Multibank Structured Transaction 2009-1 CML-ADC Execution Version

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

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 THE 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 AGREEMENTS SIT FORTH IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT

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

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

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

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

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

FOR THE PURPOSES OF SECTIONS 1272 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE REPERAL DEPOSIT INSURANCE CORPORATION AT 550 17TH STREET, N.W., ROOMF-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE 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.: ISIN No.: CUSIP No.:



\$46,000,000.00 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$46,000,000.00 (Forty-Six Million and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note. The entire outstanding principal amount of this Purchase Money Note shall be due and payable on February 25, 2014 (the "<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 control 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 Lasuer with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchase Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto (in its separate capacities as the receiver with respect to each such receivership, the "Receiver"), the FDIC, as Receiver, as Collateral Agent pursuant to the Reimbursement, Security and Guaranty Agreement, and Wells Karyo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuer and any new of successor custodian and paying agent, the "Custodial and Paying Agency Agreement."). This 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 Issue) of the requested transfer) of this Purchase Money Note for registration and transfer duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or its attorney duly authorized in writing. Upon surrender of this Purchase Money Note as above provided, together with the name, address and other information for notices of the transferee, the Paying Agent shall promptly register the transfer, record the transfer on this Purchase Money Note and deliver the same to the transferee. A transfer of this Purchase Money Note shall be effective upon registration of the transfer by the Paying Agent. Prior to registration of such a transfer, the Person in whose name this Purchase Money Note is registered shall be deemed the owner and Holder thereof for all purposes hereof, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Upon request by a 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.

6

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

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) (b) files a voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties (vi) files an answer or other pleading admitting or failing to contest the material allegations of a potition 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 reser seeking reorganization. arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, and such proceeding has not been dismisse d, 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 future occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are numulative and not exclusive of any rights or remedies the Holder would otherwise have.

The Issuer's obligations pursuant to this Purchase Money Note are absolute and unconditional and shall not be affected by any circumstance whatsoever, and the Issuer hereby agrees to make, or cause the Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal or any other amount owed by the Issuer pursuant to this Purchase Money Note, without notice, demand, counterclaim, setoff, deduction, defense, 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 assertany defense (other than payment in accordance with the terms hereof), right of counterclaim, setoff or recoupment, or other right which it may have against the Holder hereof or any other Person.

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

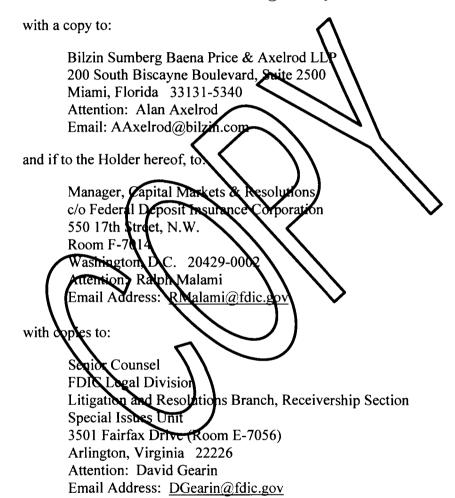
paragraph), when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation pursuant to this Purchase Money Note.

If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

Email Address: Thekla.Salzman@rialtocapital.com



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

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

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

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

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

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

- (B) assert that venue is improper in the Supreme Court of the State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.
- (iii) agrees to bring any suit, action or proceeding by the Issuer, each Non-FDIC Holder, or its Affiliates against the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other 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 fortun without the consent of the FDIC Holder.
- (b) Each of the Issuer and each Non-FDIC Holder, on behalf of itself and its Affiliates, hereby inevocably and unconditionally agrees that any final judgment entered against it in any juit, action or proceeding falling within paragraph (a) above may be enforced in any court of competent jurisdiction.
- Subject to the provisions of <u>paragraph (d)</u>, 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 (a)</u> or <u>paragraph (b)</u> 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 (c)</u> 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 Registras, which initially shall be the Paying Agent.

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

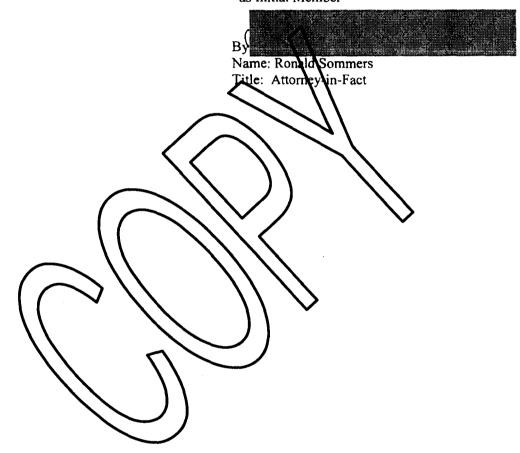
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

12

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

Multibank 2009-1 CML-ADC Venture, LLC

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

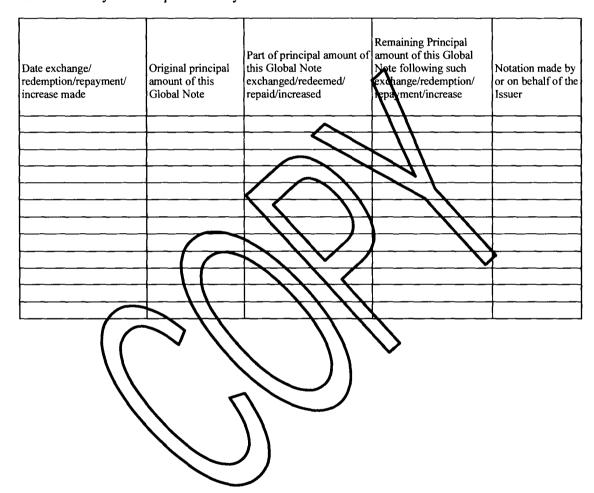


[Signature Page to Global Purchase Money Note Rule 144A (Class A-3)]

SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	<u>City</u>	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	GI	10025	December 5, 2008
Haven Trust Bank	Dulush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1st Centennial Bank	Redlands	CA	10030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First Oty Bank	Stockbridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	GA	10048	March 27, 2009
1				

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

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to 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.

	prior at the cityling date.
(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
Please indicate whether or not the issue is a "security" as such term is	Transfer Agent Contact Phone
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
(Piease 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©(7) of the '40 Act	Remarketing agent Name
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s):	
Issuer Name/Issue Description:	Tender Agent mme
Multibank 2009-1 CML-ADC VENTURE LLC	
	Tender Agent Contact Phone
State of Incorporation or State of Municipality:	UNDER TRIVING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering Ant: ELGIBINTY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/284	Will the Securities be (check one:)
Is this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Yes If Yes, FAST #
(If yes, a Letter of Representations threquired)	N ₀
Does this issue contain a put/tender feature?	If no, provide the date the securities will be delivered to DTC:
(If yes, a Letter of Representations for non-book entry-only	Name of firm shipping or defivering the securities:
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name:
Lead Underwriter	Phone:
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to
Lead Underwriter Contact Phone	deliver securities to DTC at least one business day before closing. For additional information, please contact DTC's
DTC Participant account number to be credited at the time of closing:	Interface/Underwriting Department at the numbers provided.
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Clearing IVIC Participant
	BY:
Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip Num	ber Interest Rate	FinalMaturity/ Expiration Date	Principal / OfferingAmount	Type of Issue*	Initial Offering Price (To Public)
. A. Mail A	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	T	
	0.00%	2/25/2014	0	T	
					· · · · · · · · · · · · · · · · · · ·

					<u> </u>
			# 71		
					
		$\rightarrow \downarrow \downarrow \downarrow$			
		\bigcirc			
)		
<u></u>		11-05			<u> </u>
		4			

DTC Underwriting Department Phone Numbers:

Issue Eligibility:

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

Underwriting Processing:

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

Fax (212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax (212)855-8703/8707

Authorization for Closing:

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

(212)855-3607

Department Managers:

(212)855-3793/3733

(212)855-3726/3728 Fax

DTC Mailing Addresses:

Underwriting Dept

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

Delivery of Securities to DTC

Attent: Interface/Underwriting Dept. The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: with respe ct to all issues (the curities") that This letter sets forth our understanding Issuer shall request to be made eligible for de pository Trust C any ("DTC") Issuer is: (Note: Issuer shall represent on s out the other.) Delaware -fineerporated in formed under the laws of t the Securities de for deposit at DTC, and to act in Issuer represents to DTC that issuer accordance with DTC respect to the will comply with the requireme ated in DTC Operational Arrangements, as they may be amended from time to time. Note: 2009-1 RES-ADC Venture, LLC Schedule A contain ements that DTC eueral Deposit Insurance Corporation as believes accurately describe DTC, the meth-Receiver for Various Failed Financial Institutions, of effecting book-entry gs of securities as Sole Member and Manager distributed through DTC, a matters. (Authorized Officer's Signature) Received and Accepted SOMMURS THE DEPOSITORY TRUST COMPANY cio Federal Deposit Insurance Corporation 550 17th Street, NW (Room F-7014) Washington, D.C. 26429-6602 (State) (Country) J - Class (202) 898-3713 Phone Numbers The Depository Trust & Clearing Corporation RMalami à fdie gov

Hemair Addressi

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [cach issue of] the Securities, [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-purpose trust company organized under heaning of the New York Banking Law, a the New York Banking Law, a "banking organization" within member of the Federal Reserve System, a "clearing thin earing of the New York Uniform jon' visions of Section 17A of the Securities 3.3 willion issues of U.S. and non-U.S. Commercial Code, and a "clearing agency" registered pursuant the pro Exchange Act of 1934. DTC holds and provides asse over 3 equity issues, corporate and municipal debt issues, and money is instruments (from over 100 countries) that DTC's participants ("Direct Participants") depos DTC. DTc facilitates the trade settlement among securities, through exetronic computerized Direct Participants of sales and other securities tran ns in depo book-entry transfers and pledges This eliminates the need for physical between Direct Pa ants" oth U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certificates. le both dealers, banks, trust companies cla aring corporation subsidiary of The Depository T & Clearing Corpora "C"). DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ig Corporation, all of which are registered clearing agencies the users of its i iaries. Access to the DTC system is also available to others nd non-U.S. secur d dealers, banks, trust companies, and clearing corporation naintain a custodi th a Direct Participant, either directly that ch or indirectly ("indirect Participants"). ighest s Standard & Po ng: AAA. The DTC Rules applicable to its Participar e on file with the Sect and Exchange mission. More information about DTC can be found at www.dl om and www.dtc.org.
- of Securities under the DTC system must be made by or through Direct Participants. Puri which will receive a c for the Securities OTC's records. The ownership interest of each actual purchases of each Security ("Benefit Owner") is in turn p be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no uve written ontrmation 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.

- 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 ditthe Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (ner any other DTC nomines) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MM Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Lister as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- Redemption proceeds, distributions, a emed ts on the Securiti I be made to Code S's practice is to & Co., or such other nominee a zed representative of DTC. corresponding detail information from Issuer credit Direct Participants' accounts pon DTC unds and or Agent, on payable date in a ance with their dings shown on DTC's records. Payments by Participants to Beneficial Owner ctions and customary practices, as is the case be governed by of customers in be gistered in "street name," and will be the with securities he e accor not of DTC, Ag subject to any statutory or regulatory responsibility such Partie pant requirements a to time. Paymer edemition proceeds, distributions, and dividend ted by an authorized representative of DTC) is payments to C & Co. (or such other nee as may be r of Issuer or Agent, ayments to Direct Participants will be the the responsibil sement of su responsibility of and disbursement of yments to Beneficial Owners will be the responsibility of Direct and Indire ticipants.
- [9. A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the 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

Multihord 2000 LCML ADC Venture LLC

Multibank 2009-1 CML-ADC Venture, LLC
Name of Issuer and Co-Issuer(s), if applicable
Purchase Money Note due 2014
Security Description including series designation, if applicable
(1 CID american of the committee)

- CUSIP number(s) of the securiti
- 1. Issuer represents that at the time of initial registration in the num of DTC's nominee, Cede & Co., the Securities were Legally or Contractually Restricted Securities. I eligible for transfer under Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and identified by aCUSIP or CINS identification number that was different from any CUSIP or CINS identification number assigned to any securities of the same class that were not Legally or Contractually Restricted Securities. Issuer shall cosure that a CUSIP or CINS identification number is obtained for all unrestricted securities of the same class that is different from any CUSIP or CINS identification number assigned to a Legally of Contractually Restricted Security of such class, and shall notify DTC promptly in the event that it is unable to do so. Issuer represents that it has agreed to comply with all applicable information requirements of Rule 144A.
- Sede & Codis a record owner of the Securities, Cede & eive the full amount of all distributions payable with 2. Issuer and Agent² acl Co. shall be entitled to all applicab e voting rig respect thereto. Issuer and Agent a knowledge tha eat any DTC Participant ("Participant") having Securities credited to its DTC ad tounts as entitled to its of ownership of such Securities. Without limiting the generality of the preced entence, Issuer ar knowledge that DTC shall treat any Participant having Securities counts as entitled eceive distributions (and voting rights, if any) in dencing Scurities. Issuer and Agent recognize from DTC certification respect of the Secur. lies, and to receiv that DTC does not in any way undertain and shall not any responsibility to, monitor or ascertain the compliance of a ransactions in the Sec the provisions: (a) of Rule 144A; (b) of other exemptions from tration under the Securit other state or federal securities laws; or (c) of the offering documents Mulubank 2009-1 CML-ADC Venture, LLC

Received and Accepted
THE DEPOSITORY TRUST COMPANY

y truly yours.

By: Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions, as Sole Member and Manager



LALD SCHMERS

2/9/11

³ Agent shall be to break as formas as The tee Hooks Appara Tablete Appart shaking Agent as the detection and the individual formation. Representations to an order of the procedure of about the procedure.



Bv:

The Depository Trust & Clearing Corporation

⁽A. Ledahy Restricted Security is a security that is a restricted security inside fined in Rule (Asicix B.). A "Contraction Restricted Security in a upon issuance and continually therefore and infly nested pursuant in Regulation S under the Securities Not. Rule 144 N. Rule 144 or in a "consistion exempt train the legislation recurrenters of the Securities Act and Art the Securities Act and not incoming one public offering provided finiteness that occurrent is send pursuant to the provisions of Rule 144 including Rule 144 that is a top interest concerning a Contraction in Restricted Security. The considered a Tegan in a Continuary Restricted Security of a 1-1 office of a contraction of the contraction of a 1-1 office of a contraction. Restricted Security of this definition of an action of the contraction of a 1-1 office of a contraction of the contraction o

Multibank Structured Transaction 2009-1 CML-ADC Execution Version

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

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

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

THIS PURCHASE MONEY NOTE AS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED MEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT. ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INSTRUCTIONS TO THE CONTRARY TO TRANSFEREE, NOTWITH STANDING 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 COMPSU ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTOMAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

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

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

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

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

FOR THE PURPOSHS 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 5501 TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE FDIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

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

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

PURCHASE MONEY NOTE

Certificate No.: ISIN No.:

NT CL A-1 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Issuer, to:

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

Miami, Florida 33172

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LLP 200 South Biscavne Boulevard, Suite 2500 Miami, Florida 33131-5340 Attention: Alan Axelrod E-Mail Address: AAxelrod@bilzin.co

and if to the Holder hereof, to:

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

550 17th Street, N.W.

Room F-7014

Washington, D.O. 20429-0002

Attention: Ralph Malami

E-Mail Address: RMalami@fdi

with copies to:

Sen or Counsel

FINCLegal 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 of any of its Affiliates commenced by any Holder (if such Holder in 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;
- (B) assert that venue is improper in either the United States
 District Court for the Southern District of New York or the United States District Court for the
 District o Columbia; or
- (C) assert that the Upded 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 paragraph (d), each of the Issuer and each Holder, on behalf of itself and its Affiliates, hereby hre vocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to paragraph (a) or paragraph (b) above may be effected by the mailing of copies thereof by registered or certified mail, vostage prepaid, to it at its address for notices set forth in this Purchase Money Note (with copies to such other Persons as specified herein); provided, however, that nothing contained in this paragraph (c) shall affect the right of any party to serve process in any other manner permitted by Law.
- (d) Nothing in <u>paragraph (a)</u>, <u>paragraph (b)</u> or <u>paragraph (c)</u> above shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in <u>paragraph (a)(iii)</u> and <u>paragraph (a)(iv)</u> above, or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

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

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

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

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

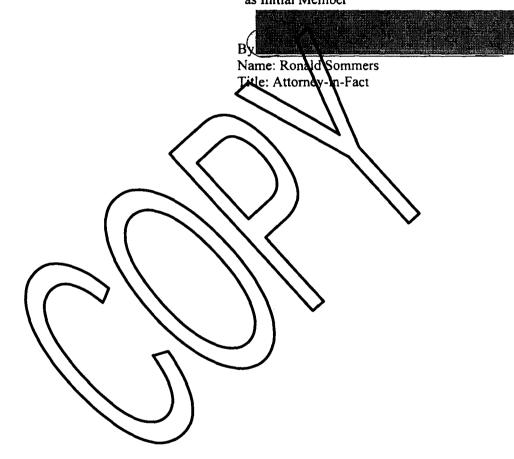
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 CML-ADC Venture, LLC

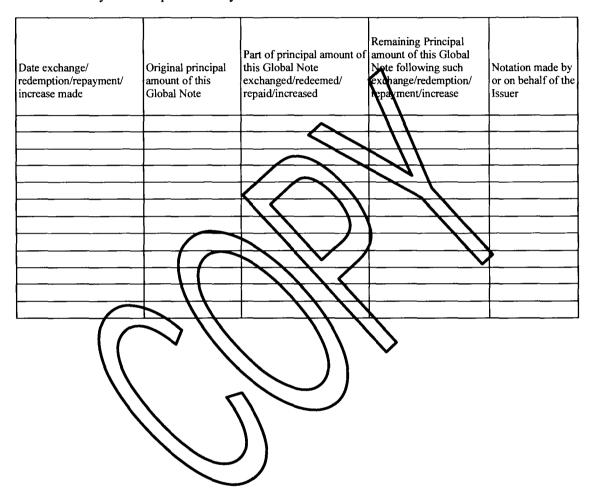
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State	<u>Fund</u>	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	GI	10025	December 5, 2008
Haven Trust Bank	Dulush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	18029	January 16, 2009
1 st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Sall Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First Oty Bank	Stockhridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	GA	10048	March 27, 2009

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

To make a new issue of securities DTC eligible, the completed questionaire with a copy of the offering statement (in preliminary or final form) at least 10 business days prior to closing date must be submitted to 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©(7) of the '40 Act	Remarketing Agent Name
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s):	
Issuer Name/Issue Description:	Tender Agent mime
Multibank 2009-1 CML-ADC VENTURE LLC	
	Temer Ageny ontact Phone
State of Incorporation or State of Municipality:	UNDER WRITING PROCESSING INFORMATION TO BE
Issue Principal Ami/Offering Ami: ELIGIBINITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/254	Will the Securities be (check one:)
lls this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Yes If Yes, FAST#
(If yes, a Letter of Representations (Arequired)	
Does this issue contain a put/tender feature? Yes N	If no, provide the date the securities will be delivered to DTC:
(If yes, a Letter of Representations for non-book antry-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 Lead Underwriter Contact Phone	NOTE: Please use the address listed on the CUSIP INFORMATION page to 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 closing:	interfaces condensating exeparament at the numbers provided.
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Clearing DTC Participant
	BY AND TO AN AND THE REAL PROPERTY OF THE PARTY OF THE PA
Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	Т	
24 TO SEE	0.00%	2/25/2014	0	T	
					AM-1
			# #		
		——————————————————————————————————————	// \		
					
		H			
		$\rightarrow H-I$			
			1+->		***************************************
)		
			<u> </u>		

		// //			

nbers:

IJ	1	. U	nae	rwri	ung	Del)ar	tm	ent	rno	ne :	/OU

Issue Eligibility:

(212)855-3704

Municipal Fax

(212)855-3726/28

Underwriting Processing:

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

Fax

(212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax

(212)855-8703/8707

Authorization for Closing:

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

(212)855-3607

Department Managers:

(212)855-3793/3733

(212)855-3726/3728 Fax

Underwriting Dept

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

DTC Mailing Addresses:

Delivery of Securities to DTC

Attent: Interface/Underwriting Dept. The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC (Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: et to all issues (the curities") that This letter sets forth our understanding ith respe Issuer shall request to be made eligible for de The Dipository Trust C any ("DTC"). Issuer is: (Note: Issuer shall out the other.) Delaware -fineorporated in formed er the laws of ot the Securities for deposit at DTC, and to act in respect to the S Issuer represents to DTC that issuer accordance with DTC's Rules will comply with the requirement tated in DTC's erational Arrangements, as they may be amended from time to time. ry traly yours, Multibank 2009-1 RES-ADC Venture, LLC Note: Schedule A contain, statements that DTC eueral Deposit insurance Corporation as cribe DTC, the meth believes accurately de Receiver for Various Failed Financial Institutions, of effecting book-entry l s of securities as Sole Member and Manager distributed through DTC, a matters. (Authorized Officer's Signature) Received and Accepted (Print Name) THE DEPOSITORY TRUST COMPANY e o Federal Deposit Insurance Corporation \$50 17th Street, NW (Room F-7014) Washington, D.C. 20429-0002 (State) (Country) (202) 898-3713 Chone Numbers The Depository Trust & Clearing Corporation RMalami altidic gov E-mail Address)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [cach issue of] the Securities, [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.]
- limited-p DTC, the world's largest securities depositely se trust company organized under the meaning of the New York Banking Law, a the New York Banking Law, a "banking organization" within member of the Federal Reserve System, a "clearing eating of the New York Uniform the previsions of Section 17A of the Securities Commercial Code, and a "clearing agency" regist Exchange Act of 1934. DTC holds and provides asse willion issues of U.S. and non-U.S. over 3 equity issues, corporate and municipal debt issues. and money i instruments (from over 100 countries) that DTC's participants ("Direct Participants") depos b DTC. DTO facilitates the pos trade settlement among Direct Participants of sales and other securities trans ns in depo securities, through e ectronic computerized This climinates the need for physical book-entry transfers and pledges between Direct Pa ants' oth U.S. and non-U.S. securities brokers and other organizations. DTC is a wholly-owned movement of securities certific ates dealers, banks, trust companies certair aring corpor subsidiary of The Depository T C"). DTCC is the holding company for DTC. & Clearing Corpora ng Corporation, all of which are registered National Securities Clearing Co ation and Fixed clearing agencies the users of its naries. Access to the DTC system is also available to others. nd non-U.S. secu d dealers, banks, trust companies, and clearing corporations that cour naintain a custodi oth a Direct Participant, either directly or indirectly (" s Standard & Po wing: AAA. The DTC Rules applicable ndi eet Participants"). ighest e on file with the Seco and Exchange to its Participar mission. More information about DTC can be found at www.dive.com and www.dtc.org
- of Securities under the DTC system must be made by or through Direct Participants, Pur which will receive a for the Securities DTC's records. The ownership interest of each actual purchaser of each Security ("Benefic p be recorded on the Direct and Indirect Participants' records. Suvner") is in turn Beneficial Owners will no eive written mation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmat ons providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all differ Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (nor as) other DTC comined will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with STC's 1MJ Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to I sucr as soon as possible after the recard date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Carticipants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- I be made to Cude 8. Redemption proce ts on the Securitie s, distrib tho fized representative of DTC. OTC's practice is to inds and corresponding detail information from Issuer & Co., or such other nominee at uested by credit Direct Participants' accounts pon DTC or Agent, on payable date in adlance with their dings shown on DTC's records. Payments by Participants to Beneficial Owner I be governed by ctions and customary practices, as is the case resistered in "street name," and will be the with securities held of customers in be the accor not of DTC. Age responsibility such_Partic pant subject to any statutory or regulatory requirements a e to time. Paymei edemition proceeds, distributions, and dividend ted by an authorized representative of DTC) is payments to Cede & Co. (or such other ince as may be re of Issuer or Agent, the responsibil rsement of su ayments to Direct Participants will be the responsibility of ', and disbursement of ich sayments to Beneficial Owners will be the responsibility of Direct and Indirect ticipants.
- [9. A Beneficial Owner shall give natice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by eausing the Direct Participant to transfer the Furtie pant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the switching rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry and it of endered Securities to [Tender Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

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

Multibank 2009-1 CML-ADC Venture, LLC

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

Purchase Money Note due 2012

Security Description including series designation if applicable



CUSIP Number(s) of the Securities

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

Agent shall be defined as Depository. Trustee, Trust Company or Paying Agent as such definition applies in the DEL Letter of Representations to which this order may be appended.



¹A "Legally Restricted Security" is a security that is a restricted security, as defined in Rule 144kin(3). A "Contractinally Restricted Security" is a security that upon issuance and continually thereafter can only be sold pursuant to Regulation S under the Securities Act, Rule 144A, Rule 144, or in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4 of the Securities Act and not involving any public offering: provided, however, that once the security is sold pursuant to the provisions of Rule 144, including Rule 144(b)(1), it will thereby cease to be a "Contractinally Restricted Security." For purposes of this definition, in order for a depositive receipt to be considered a "Legally or Contractinally Restricted Security," includerlying security must also be a "Legally or Contractinally Restricted Security."

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

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

Multibank 2009-1 C	ML-ADC Venture, LLC
Name of Issuer and Co	-lssuer(s) if applicable
Purchase Mor	ncy Note due 2012
Security Description including	z series designation if applicable
CUSIP Number(s	s) of the Securities
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 R	EGHI ATION S SECURITY ISSUANCES!
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT A	PALICABLE.)
3. Issuer represents that the Securities a	are Category 3 Regulation S securities as defined in
Rule 903 of the Securities Act of 1933. Issuer by	
eligible for transfer pursuant to Regulation S, which	
identification number (the "Regulation S Securities"	
deliveries via DTC's Deposit/Withdrawal at Cast	
maintained by banks that act as depositaries for Char	
(Note: Do Not I save RI ANK A Special	C CALANDAR DATE OR EVENT IS REQUIRED)
In the event that Issuer desires an extension	or sportening of this "Deliver Order Chill," Issuer or
Agent shall send DTC a notice requesting that the De	ellyer Order Chill be eliminated as of a specified date.
Such notice shall be sent to OTC's inderwriting Delegible telecopy, registered or certified mail, overnigh	partners, Eligibility Section by a secure means (e.g.,
such notice is in DTC's possession no later than the	close of business two business days prior to the date
specified for elimination of the Deliver Order Ch	If sent by email, such notice shall be sent to
uwcorplor@dtcc.com If sent by telecopy such su	
Very truly years,	Multibank 2009-1 CML-ADC Venture, LLC
yery man y zarst	By Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions,
	as Sole Member and Manager
	Issuer
Received and Accepted	By
THE DEPOSITORY TRUST COMPANY	Authorized Officer's Signature
	RealCiSpiners 2/9/10
	Print Name & Date
By:	
·	
	(3-Issuer, if applicable
	Disc
4 3	By: Varhorized Officer's Signature
(C) DTCC.	
	Pord Name & Frate
The Depository Trust & Clearing Corporation Page 2	of 2 Repropert Report
199 4	erri 🖷 — Programma (C. Narda) (C. Labetta)

Multibank Structured Transaction 2009-1 CML-ADC Execution Version

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

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

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

THIS PURCHASE MONEY NOTE AS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMEN ANY 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, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE PAYING AGENT OR ANY INTERMEDIARY. EACH TRANSFEROR OF THIS PURCHASE MONEY NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT TO THE TRANSFEREN. IN ADDITION TO THE FOREGOING, THE ISSUER HAS THE RIGHT, UNDER THE CUSTODIAL AND PAYING AGENCY AGREEMENT, TO COMPIL ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASE MONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTOMAL AND PAYING AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE PURCHASE MONEY NOTES OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

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

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

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

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

FOR THE PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS PURCHASE MONEY NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE FEDERAL DEPOSIT INSURANCE CORPORATION AT 5501 7TH STREET, N.W., ROOM F-7014, WASHINGTON, D.C. 20429, ATTENTION: RALPH MALAMI, AND THE FDIC WILL PROVIDE YOU WITH THE ISSUE PRICE AND THE YIELD TO MATURITY OF THIS PURCHASE MONEY NOTE.

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

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

PURCHASE MONEY NOTE

Certificate No.: NT CL A-2 REG S ISIN No.: CUSIP No.:

\$0 February 9, 2010

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

The principal of this Purchase Money Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the issue with respect to this Purchase Money Note shall be subject to the priority of payments set forth in Section 3.1 of the Custodial and Paying Agency Agreement dated as of [Insert Effective Date] by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), it its corporate capacity, as the guarantor of the Purchase Money Notes, the FDIC, as receiver for various failed financial institutions listed on Schedule B hereto (in 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 Fargo Bank, N.A. (as amended, supplemented or restricted from time to time, and including any substantially similar agreement entered into by Issuer and any new or successor sustedian and paying agent, the "Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

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

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

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

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

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

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

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

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

- (a) the occurrence of any "Event of Default," as defined in the Reimbursement, Security and Guaranty Agreement; or
- the Issuer (i) makes an assignment for the benefit of creditors; (ii) files a (b) voluntary petition for relief in any Insolvency Proceeding (as defined in the Reimbursement and Security Agreement); (iii) is adjudged bankrupt or insolvent or there is entered against the Issuer an order for relief in any Insolvency Proceeding; (iv) files a petition or answer seeking for the Issuer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Issuer or of all or any substantial part of the Issuer's properties; (vi) files an answer or other pleading admitting or falling to contest the material allegations of a petition filed against the Issuer in any proceeding described in clauses (i) through (v); (vii) becomes unable to pay its obligations (other than the Purchase Money Notes, unless a Purchase Money Notes Trigger Event has occurred and is continuing and is not cured within ten (10) Business Days) as they become due or viii) at least sixty (60) days have passed following the commencement of any proceeding against the Issuer tecking reorganization, arrangement, composition, readjustment, liquidation, dissolution or 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 to wed 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 Guarantor, the Holder shall execute written assignments of such claims.

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

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

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

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

If to the Issuer, to:

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

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LLP 200 South Biscayne Boulevard, Suite 2500 Miami, Florida 33131-5340 Attention: Alan Axelrod E-Mail Address: AAxelrod@bilzin.com and if to the Holder hereof, to: Manager, Capital Markets & Resolutions c/o Federal Deposit Insurance Corporation 550 17th Street, N.W. Room F-7014 Washington, D.O. . 20429-0092 Attention: Ralph Malami Mail Address. RMalami@fdic. with copies to: Serior Counsel FDIC Degal Division Litigation and Resolutions Branch, Receivership Section Special Issues Unit

E-Mail Address: <u>DGearin@fdic.gov</u>

3501 Fairfax Drive (Room E-7056)

Arlington, Virginia 2222 Attention: David Gearin

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 Hölder (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 KDIC; 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 wait estany right to:

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

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

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

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

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

State of New York; or

an inconvenient forum.

(C) assert that the Supreme Court of the State of New York is

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

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

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

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

On an exchange of the whole of this Temporary Regulation S Global Note, this Temporary Regulation S Global Note shall be surrendered to the Depository at its office. On an exchange of only part of this Temporary Regulation S Global Note details of such exchange shall be entered by or on behalf of the Issuer in Schedule A herety. 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 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 Bule 144A Global Note or for the corresponding Certificated Note, in each case subject to the restrictions as set forthin 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 CML-ADC Venture, LLC

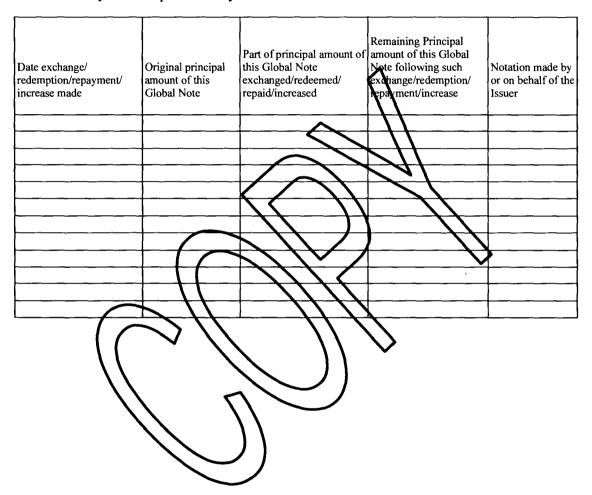
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State	Fund	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	G/	10025	December 5, 2008
Haven Trust Bank	Darush	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Sall Lake City	UT	1003	January 30, 2009
FirstBank Financial Services	McDonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
First of Bank	Stockhridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	GA	10048	March 27, 2009

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

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

Custy frances, increase races, and that increase at least seven business tarys	
(Please check one)	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
Please indicate whether or not the issue is a "security" as such term is	Transfer Agent Contact Phone
defined in Article 8 of the New York Uniform Commercial Code.	
Yes No	Paying Agent Name
Please indicate whether or not the issuer is a United Kingdom entity. Yes No	Paying Agent Contact Phone
(Please check one)	Bond Counsel
Registered with SEC	
X Eligible for resale under rule 144A of the '33 Act	Bond Counsel Cortact Phone
X Eligible for resale under rule Regulation S of the '33 act	\wedge \square
Issuer relying on Section 3©(7) of the '40 Act	Remarketing Agent Name
Exempt under Rule 3(a)(2) of the '33 Act	
Exempt under another exemption(s):	Remarketing Agent Contact Phone
Indicate exemption(s):	
Issuer Name/Issue Description:	Tender Agent mme
Multibank 2009-1 CML-ADC VENTURE LLC	
	Territor Agent Contact Phone
\\	
State of Incorporation or State of Municipality:	UNDER TRIVING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ED/GIBINTY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/201	Will the Securities be scheck one:)
ls this a book-entry-only issue (with no certificates available to	Eligible as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Ys If Yes, FAST #
(If yes, a Letter of Representations in required)	
Does this issue contain a put/tender feature?	If no, provide the date the securities will be delivered to DTC:
(If yes, a Letter of Representations for non-book entry-only	Name of firm shipping or delivering the securities:
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name:
Lead Underwriter	Phone:
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities to DTC at least one business day before closing
Lead Underwriter Contact Phone	For additional information, please contact DTC's
DTC Participant account number to be credited at the time of closing:	Interface/Underwriting Department at the numbers provided.
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Clearing DTC Participant
	BY
Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / Offering Amount	Type of Issue*	Initial Offering Price (To Public)
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	Т	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2013	0	T	
	0.00%	2/25/2014	0	T	
	0.00%	2/25/2014	0	Т	
			1111		
			11 11		•
			// \		
		-H-H			
		$\rightarrow H \leftarrow$			
					
			} 		
	\	-A			
		++++			
* C=Capital Apprecia					

DTC Underwriting Department Phone Numbers:

Issue Eligibility:

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

Underwriting Processing:

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

Fax (212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax (212)855-8703/8707

Authorization for Closing:

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

Fax (212)855-3607

Department Managers:

Fax

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

Delivery of Securities to DTC

Attent: Interface/Underwriting Dept.
The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

DTC Mailing Addresses:

Underwriting Dept

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

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC (Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, 1SL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understand t to all issues (th curities") that Issuer shall request to be made eligible for de he Dipository Trust C any ("DTC"). Issuer is: (Note: Issuer shall s out the other.) Delaware -fineorporated in formed er the laws of at the Securities for deposit at DTC, and to act in rities. Issuer represents to DTC that issuer accordance with DTC's Rules respect to the S will comply with the requirement rated in DTC's Operational Arrangements, as they may be amended fro ime to time. ry tody vours, Multibank 2009-1 RES-ADC Venture, LLC Note: Schedule A contain, statements that DTC ederal Deposit Insurance Corporation as believes accurately describe DTC, the method Receiver for Various Failed Financial Institutions. of effecting book-entry hensiers of securities as Sole Member and Manager. distributed through DTC, a matters. (Authorized Officer's Signature) (Print Name) Received and Accepted THE DEPOSITORY TRUST COMPANY e o Federal Deposit Insurance Corporation \$50 17th Street, NW (Room F-7014) Washington, D.C. 20429-0002 State) / Country (202) 898-3713 Those Numbers The Depository Trust & Clearing Corporation RMalami alidio gov .i.email Address)

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities depositedy, limited-p se trust company organized under the New York Banking Law, a "banking organization" within n caning of the New York Banking Law, a member of the Federal Reserve System, a "clearing easing of the New York Uniform ion' isions of Section 17A of the Securities Commercial Code, and a "clearing agency" regis villion issues of U.S. and non-U.S. Exchange Act of 1934. DTC holds and provides assi over 3 equity issues, corporate and municipal debt issues, and money from over 100 countries) that instruments DTC's participants ("Direct Participants") depos DTC. DTC facilitates the post-trade settlement among Direct Participants of sales and other securities tran ns in depo recurities, through electronic computerized This chiminates the book-entry transfers and pledges between Direct Par ints" need for physical movement of securities certificates. le both U.S. and non-U.S. securities brokers and dealers, banks, trust companies aring corporation other organizations DTC is a wholly-owned rentair subsidiary of The Depository T & Clearing Corpora DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ig Corporation, all of which are registered clearing agencies the users of its haries. Access to the DTC system is also s owr available to oth nd non-U.S. secu d dealers, banks, trust companies, and clearing corporations naintain a custodil with a Direct Participant, either directly eet Participants"). DX is Standard & Po or indirectly ("indinighest wing: AAA. The DTC Rules applicable to its Participar e on file with the Sect and Exchange mission. More information about DTC can be found at www.dr om and www.dtc.org
- 3. Purchases of Securities unter the DFC system dust be made by or through Direct Participants, which will receive a cedit for the Securities on OTC'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 confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (nor any other DTC comines) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Usuar 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).
- Redemption proce ts on the Securitie I be made to Cede ds, distributions. idend representative of DTC. QTC's practice is to corresponding detail information from Issuer iested by & Co., or such other nominee at zed representative of DTC. credit Direct Participants' accounts i pon DTC or Agent, on payable date in ad lance with their dings shown on DTC's records. Payments by Participants to Beneficial Owner I be governed by ctions and customary practices, as is the case of customers in be with securities hel gistered in "street name," and will be the responsibility such Partie pant not of DTC. Age subject to any statutory or regulatory y be in effect from the Co. (or such other requirements a to time. Paymer edemition proceeds, distributions, and dividend ted by an authorized representative of DTC) is payments to C unee as may be r of Issuer or Agent, the responsibility isbursement of su ayments to Direct Participants will be the responsibility of D' , and disbursement of ayments to ne Beneficial Owners will be the responsibility of Direct and Indirec dicipants.
- [9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Furth pant's interest in the Securities, on DTC's records, to [Tender Remarketing] Agent. The requirement for physical believely 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 Regulation S Securities to be included in DTC Letter of Representations

Multibank 2009-1 CML-ADC Venture, LLC

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

Purchase Money Note due 2013

Security Description including series designation if applicable



CUSIP Number(s) of the Securities

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

Agent shad be defined as Depository. Trustee, Trust Company of Paying Agent as such definition applies in the DEC Center of Representations to which has oder may be appealed.



A "Legally Restricted Security" is a security that is a restricted security as defined in Rule 144(a). A "Contractically Restricted Security" is a security that upon issitance and continually thereafter can only be sold pursuant to Regulation Sunder the Securities Act, Rule 144A, Rule 144A, or in a transaction exempt from the registration requirements of the Securities Act and not involving any public offering; provided however, that once the security is sold pursuant to the provisions of Rule 144, including Rule 144(b)(1), a will thereby cause to be a "Contractually Restricted Security." For purposes of this definition, at order for a Jepositary receipt to be considered a "Legally or Contractually Restricted Security." the underlying security must also be a "Legally or Contractually Restricted Security."

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

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

Multibank 2009-1 C	ML-ADC Venture, LLC
Name of Issuer and Co	-lssuer(s) if applicable
Purchase Mon	ey Note due 2013
Security Description including	series designation if applicable
C1 SIP Number(s	s) of the Securities
·	
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 RI (NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT A	
•	- / / / /
 Issuer represents that the Securities a 	are Sategory 3 Regulation S securities as defined in
Rule 903 of the Securities Act of 1933. Issuer la	
eligible for transfer pursuant to Regulation S, which identification number (the "Regulation S Securities"	have been identified by a separate CUSIP or CINS
deliveries via DTC's Deposit/Withdrawal at Con	odian (10) A(") system in Participant accounts
maintained by banks that act ar depositaries for Clear	
Manch 2	
(NOTE: DO NOT LEAVE BLANK - A SPECIA	CALENDAR DATE OR EVENT IS REQUIRED)
In the event that Issuer degree an extension	r storteging of this "Deliver Order Chill," Issuer or
Agent shall send DTG a notice requesting that the De	eliver Order Chill be eliminated as of a specified date.
Such notice shall be sent to DTC's Concervriting Dep	partine it, Eligibility Section by a secure means (e.g.,
legible telecopy, registered or certified mall overnigh	nt delivery) in a timely manner designed to assure that
such notice is in DTC's possession no later than the	
uwcorplor@dtcc.com If sent by telecopy such her	idi. If sent by email, such notice shall be sent to
	Multibank 2009-1 CML-ADC Venture, U.C.
Very trull years,	By: Federal Deposit Insurance Corporation as
	Receiver for Various Failed Financial Institutions, as Sole Member and Manager
	lssugr —
	All The Markets, James
Received and Accepted	Authorized Officer's Signature
THE DEPOSITORY TRUST COMPANY	BURLD SCHAERS 2/9/10
A Charles De Williams	Print Name & Date
By:	
The state of the s	
	Ca-t-suer, if applicable
	By: Vathorized Officer's Signature
(6) DTCC	vamonzea Oducer v Signature
	95
**	Print Name & Date

Multibank Structured Transaction 2009-1 CML-ADC Execution Version

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

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

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

THIS PURCHASE MONEY NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED MEREN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT. ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATING TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO 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 HERBIN 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 COMPSI ANY OWNER OF A BENEFICIAL INTEREST IN THIS PURCHASEMONEY NOTE THAT IS A NON-HERMITTED HOLDER (AS DEFINED IN THE CUSTODIAL AND PAYING ADENCY 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, 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 APPLICABLE 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.: ISIN No.:

NT CL A-3 REG S

ISIN No.: CUSIP No.:

\$0 February 9, 2010

FOR VALUE RECEIVED, Multibank 2009-1 CML-ADC Venture, LLC, a Delaware limited liability company (herein referred to as the "<u>Issuer</u>"), hereby unconditionally promises to pay to the order of Cede & Co., or its successors and registered assigns, the principal sum of \$0 (Zero and 00/100 United States Dollars) (or such other amount as shall be the outstanding principal amount of this Purchase Money Note shown on Schedule A hereto). No interest shall accrue on the outstanding principal amount of this Purchase Money Note 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 Money Note 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 Issue with respect to this Purchase Maney Note shall be subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement dated as of February 9, 2010 by and among the Issuer, the Federal Deposit Insurance Corporation (in any capacity, the "FDIC"), in its corporate capacity, as the guarantor of the Purchase 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 Guarant, Agreement, and Wells Fargo Bank, N.A. (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by Issuer and any new or successor eustedian and paying agent, the "Custodial and Paying Agency Agreement"). This Rurchase Money Note is subject to all terms of the Custodial and Paying Agency Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in, the Custodial and Paying Agency Agreement.

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

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

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

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

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

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

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

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

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

Upon the occurrence of an Event of Default specified in paragraph (a) above, the Holder may, with the consent of the Purchase Money Notes Guarantor, and the Holder shall, at the direction of the Purchase Money Notes Guarantor, in addition to any other available remedy, by notice in writing to the issuer, declare this Purchase Money Note to be immediately due and payable, together with any other amounts to wed by the Issuer pursuant to this Purchase Money Note, and on delivery of such a notice, 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 coasion be deemed a bar to or waiver of the same or any other right on any future occasion. Except as otherwise set forth herein, the rights and remedies of the Holder are cumulative and not exclusive of any rights or remedies the Holder would otherwise have.

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

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

If to the Issuer, to:

Multibank 2009-1 CML-ADC Venture, LLC

700 NW 107 Avenue, Suite 400

Miami, Florida 33172

Attention: Thekla Blaser Salzman

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

with a copy to:

Bilzin Sumberg Baena Price & Axelrod LLP

200 South Biscayne Boulevard, Suite 2500

Miami, Florida 33131-5340 Attention: Alan Axelrod

E-Mail Address: AAxelrod@bilzin.com

and if to the Holder hereof, to:

Manager, Capital Markets & Resolutions

c/o Federal Deposit Insurance Corporation

550 17th Street, N.W.

Room F-7014

Washington, D.C. 20429-0002

Attention: Ralph Malami

E-Mail Address: RMalami@fdic.gov

with copies to:

Senior Counsel

PDIC Legal Division

Litigation and Resolutions Branch, Receivership Section

Special Ssues Unit

3501 Pair (ax 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 of any of its Affiliates commenced by any Holder (if such Holder in 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
- 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;
- (B) assert that venue is improper in either the United States
 District Court for the Southern District of New York or the United States District Court for the
 District o Columbia; or
- (C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.
- (ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC Holder arising out of, relating to, or in connection with this Purchase Money Note or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:
- (A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC Holder;
- (B) assert that venue is improper in the Supreme Court of the State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.

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

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

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

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

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

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

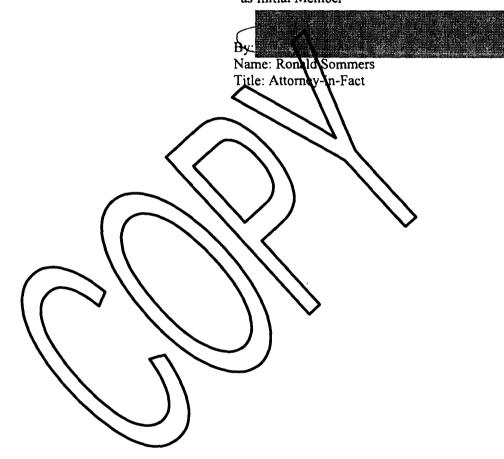
No service charge shall be made for registration of transfer or exchange of this Purchase Money Note, but the Paxing Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in conrection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Multibank 2009-1 CML-ADC Venture, LLC

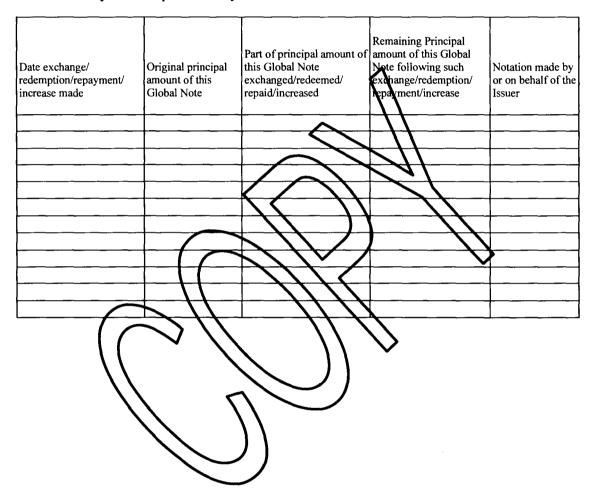
By: Federal Deposit Insurance Corporation, as Receiver for various failed financial institutions listed on Schedule B hereto, as Initial Member



SCHEDULE A

SCHEDULE OF EXCHANGES OR REDEMPTIONS

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



SCHEDULE B

LIST OF VARIOUS FAILED FINANCIAL INSTITUTIONS

Bank Name	City	State	Fund	Closing Date
Columbian Bank and Trust	Topeka	KS	10011	August 22, 2008
Integrity Bank	Alpharetta	GA	10012	August 29, 2008
Silver State Bank	Henderson	NV	10013	September 5, 2008
Freedom Bank	Bradenton	FL	10019	October 31, 2008
Security Pacific Bank	Los Angeles	ÇA	10020	November 7. 2008
Franklin Bank, SSB	Houston	TX	10021	November 7, 2008
The Community Bank	Loganville	&A	10022	November 21, 2008
First Georgia Community Bank	Jackson	61	10025	December 5, 2008
Haven Trust Bank	Dalash	GA	10027	December 12, 2008
Bank of Clark County	Vancouver	WA	10029	January 16, 2009
1st Centennial Bank	Redlands	CA	18030	January 23, 2009
MagnetBank	Salt Lake City	UT	10031	January 30, 2009
FirstBank Financial Services	McRonough	GA	10036	February 6, 2009
Silver Falls Bank	Silverton	OR	10041	February 20, 2009
FirstOty Bank	Stockhridge	GA	10047	March 20, 2009
Omri National Rank	Atlanta	GA	10048	March 27, 2009

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

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

(Please check one)	
	Wells Fargo
Municipal Corporate Limited Underwriting +	Transfer Agent Name
X ABS CMO	Amy Doyle 410-884-2152
Please indicate whether or not the issue is a "security" as such term is	Transfer Agent Contact Phone
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
	\wedge
Registered with SEC	Bond Counsel Corract Phone
X Eligible for resale under rule 144A of the '33 Act	Donot Change Control
X Eligible for resale under rule Regulation S of the '33 act	Remarketing Agent Name
Issuer relying on Section 3©(7) of the '40 Act	Kelling and Court
Exempt under Rule 3(a)(2) of the '33 Act	Remarketing Agent Contact Phone
Exempt under another exemption(s):	Rending Agent Canact
Indicate exemption(s):	Tallabeta
Issuer Name/Issue Description:	Tender Agant mune
Multibank 2009-1 CML-ADC VENTURE LLC	TerNer Agent Contact Phone
	lemer Agenic ontact
State of Incorporation or State of Municipality:	UNDER TRIVING PROCESSING INFORMATION TO BE
Issue Principal Amt/Offering And: ELIGIBINITY ONLY	COMPLETED FOR ALL ISSUES
Closing Date: 2/9/201	Will the Securition be (check one:)
Is this a book-entry-only issue (with no certificates available to	Eligitic as FAST (Fast Automated Security Transfer) issue?
investors)? Yes No	Ys If Yes, FAST #
(If yes, a Letter of Representations is required)	
Does this issue contain a put/tender feature? Yes N	If no, provide the date the securities will be delivered to DTC:
(If yes, a Letter of Representations for non-book entry-only	Name of firm shipping or delivering the securities:
securities is requirted)	
CONTACT INFORMATION	
BARCLAYS CAPITAL	Contact name:
Lead Underwriter	Phone:
Vito Cassano 201-499-2051	NOTE: Please use the address listed on the CUSIP INFORMATION page to deliver securities to DTC at least one business day before closing
Lead Underwriter Contact Phone	For additional information, please contact DTC's
DTC Participant account number to be credited at the time of	Interface/Underwriting Department at the numbers provided.
closing:	
If lead underwriter is not a DTC Particpant, please provide	X Underwriter
clearing DTC Participant information.	Financial/Advisor
Clearing DTC Participant:	Clarete DTC Participant
	BY N. H. Called T. Called
Contact Phone	Authorized Officer's Signature

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

CUSIP INFORMATION

Cusip Number	Interest Rate	FinalMaturity/ Expiration Date	Principal / OfferingAmount	Type of Issue*	Initial Offering Price (To Public)
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2012	0	T	
	0.00%	2/25/2013	0	ТТ	
	0.00%	2/25/2013	0	т	
	0.00%	2/25/2014	0	T	
	0.00%	2/25/2014	0	T	
C=Capital Appreciation					

DTC Underwriting Department Phone Numbers:

.,	0	 •••	** •	 -15	.,	,	 	 ш	 ٠.	۰

 Issue Eligibility:

 Municipal
 (212)855-3704

 Fax
 (212)855-3726/28

Underwriting Processing:

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

Fax (212)855-3607

Interface/Underwriting:

(212)855-8820/8821

Fax (212)855-8703/8707

Authorization for Closing:

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

Department Managers:

(212)855-3793/3733

Fax (212)855-3726/3728

DTC Mailing Addresses:

Underwriting Dept

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

Delivery of Securities to DTC

Attent: Interface/Underwriting Dept.
The Depository Trust Company

55 Water Street; ISL - (Underwriting Securities)

New York, NY 10041-0099

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

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

Multibank 2009-1 RES-ADC Venture, LLC

(Name of Issuer and Co-Issuer(s), if applicable) February 9, 2010 (Date) Attention: Underwriting Department The Depository Trust Company 55 Water Street, ISL New York, NY 10041-0099 Ladies and Gentlemen: This letter sets forth our understanding all issues (th curities") that Issuer shall request to be made eligible for de The Dipository Trust C any ("DTC") cross out the other.) Issuer is: (Note: Issuer shall r present on Delaware -fineorporated in formed er the laws of for deposit at DTC, and to act in ot the Securities accordance with DTC's Rules vin respect to the S ecorities. Issuer represents to DTC that issuer will comply with the requirements cated in DTC's erational Arrangements, as they may be amended from time to time. Multibank 2009-1 RES-ADC Venture, LLC by Federal Deposit Insurance Corporation as Note: Schedule A contain statements that DTC believes accurately describ DTC, the meth Receiver for Various Failed Financial Institutions, of effecting book-entry ? as Sole Member and Manager rs of securities distributed through DTC, as matters. (Authorized Officer's Signature) Received and Accepted SOMMURS THE DEPOSITORY TRUST COMPANY c o Federal Deposit Insurance Corporation 550 37th Street, NW (Room 6-7014). Washington, D.C. 20429-0002 State) (Country) of or Chales (202) 898-3713 Those Numbers The Depository Trust & Clearing Corporation RMalami-æfdic.gov H-mail Addressi

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [cach issue of] the Securities, [cach] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest securities depositely, se trust company organized under limited-p the New York Banking Law, a "banking organization" within of the New York Banking Law, a n caning eating of the New York Uniform member of the Federal Reserve System, a "clearing tion isions of Section 17A of the Securities Commercial Code, and a "clearing agency" registered pur the pn Exchange Act of 1934. DTC holds and provides asso willion issues of U.S. and non-U.S. over 3 (from over 100 countries) that equity issues, corporate and municipal debt issues, and money i instruments DTC's participants ("Direct Participants") depos h DTC. DTG facilitates the etrade settlement among Direct Participants of sales and other securities trans ns in depo ecurities, through electronic computerized need for physical This climinates the book-entry transfers and pledges between D U.S. and non-U.S. securities brokers and movement of securities certificates other organizations DTC is a wholly-owned dealers, banks, trust companies aring corporation certai subsidiary of The Depository T & Clearing Corpora "C"). DTCC is the holding company for DTC. National Securities Clearing Co ation and Fixed ig Corporation, all of which are registered the users of its liaries. Access to the DTC system is also clearing agencies is own available to others nd non-U.S. secu nd dealers, banks, trust companies, and clearing corporation naintain a custodí oth a Direct Participant, either directly or indirectly ("ndi eet Participants"). L s Standard & Po tighest wing: AAA. The DTC Rules applicable and Exchange to its Participar e on file with the Sec imission. More information about DTC can be found at www.d om and www.dtc.org
- of Securities under the DTC system aust be made by or through Direct Participants, which will receive a c for the Securities DTC's records. The ownership interest of each actual purchaser of each Security ("Benefit wner") is in to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will no onfirmation from DTC of their purchase. Beneficial Owners are. uve written d however, expected to receive writen confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or In firect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership intensis in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ewnership. 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 dittle Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (ner asy other DTC comine) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's 4MI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to I sucr as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting lights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing quashed to the Omnibus Proxy).
- Redemption proceeds, distributions, a will be made to Code dend r ymer is on the Securiti S's practice is to & Co., or such other nominee a zed representative of DTC. inds and corresponding detail information from Issuer credit Direct Participants' accounts pon DTC or Agent, on payable date in a dings shown on DTC's records. Payments by ance with their Participants to Beneficial Owner I be governed by tions and customary practices, as is the case with securities he f customers in be gistered in "street name," and will be the e accor responsibility not of DTC, Ag subject to any statutory or regulatory such requirements a to time. Paymer edemition proceeds, distributions, and dividend payments to C nce as may be r ted by an authorized representative of DTC) is & Co. (or such othe of Issuer or Agent, the responsibil sement of su ayments to Direct Participants will be the responsibility of ayments to and disbursement of Beneficial Owners will be the responsibility of Direct and Indirect icipants.
- [9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Furticipant'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 cledit of endered Securities to [Tender-Remarketing] Agent's DTC account.)
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained. Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

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

Multibank 2009-1 CML-ADC Venture. LLC
Name of Issuer and Co-tssuer(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 registration if e name of DTC's nominee, Cede 1 & Co., the Securities were Legally or Contractually Rest and were eligible for transfer under Regulation S under the Securities Act of J rities Act"), and identified by SIP & CINS identification number a CUSIP or CINS identification number that was diff om any ally or Congachially Restricted Securities. assigned to any securities of the same class that were not Issuer shall ensure that a CUSIP or CINS identification nun ben is obtained for all unrestricted securities intification number a signed to a Legally or of the same class that is different from any CU. Contractually Restricted Security of such class, ar Il notify DTC promptly in the e ent that it is unable to do so.
- Issuer and Agant acknowledge as Cede & Co. is a record owner of the Securities. Cede chall be entitled to all applie ng rights and receive the full amount of all thereto. Issuer and knowledge that DTC shall treat any DTC distributions pa TC accounts as entitled to the full benefits of Participant ("Participant") having S ities credited to ownership of such of the preceding sentence, Issuer and Agent limiting the gener TC shall treat any Participant having S acknowledge th ecurities credited to its DTC accounts as entitled to receive distrib tions (and voting rights, if any) in respect of the Securities, and to receive from DTC certificates evidenc ecurities. Issuar and Agen recognize that DTC does not in any way undertake to, and shall not have an sponsibility to. monitor or ascertain the compliance of any transactions in the Securities with any of the ord visions: (a) of Rule 144A; (b) of other exemptions from registration under the or federal securities laws; or (c) of the offering documents. Securities Act or any other

² Agent shall be defined as Depositary. Trustee, Trust Company or Paying Agent as such definition applies in the DTC Letter of Representations to which this order may be appended.



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

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

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

Multibank 2009-1 CM	ML-ADC Venture, LLC
Name of Issuer and Co-	Issuer(s) if applicable
Purchase Money	Note due 2014
Security Description including	series designation if applicable
CUSIP Number(s)) of the Securitie
THE FOLLOWING APPLIES ONLY TO CATEGORY 3 RE	COM ATION S SECURITY ISSUANCES.
(NOTE: ISSUER SHALL CROSS OUT ITEM 3 IF NOT AF	PPICABLE.)
	. / / //
3. Issuer represents that the Securities a Rule 903 of the Securities Act of 1933. Source as	re Category 3 Regulation S securities as defined in
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	
March	
(NOTE: DO NOT LEAVE BLANK - A SPECIAL	CALENDAR DATE OR EVENT IS REQUIRED)
In the event that lesuer desires an extension	r sportering of this "Deliver Order Chill." Issuer or
Agent shall send DTC a gotic; requesting that the De	liver Order CIVII be eliminated as of a specified date.
Such notice shall be sent to DTC's Concerwriting Dep	partment. Elie buity Section by a secure means (e.g.,
legible telecopy, registered or certified mail, overnigh	
such notice is in DTC's possession no later than the	close of business two business days prior to the date
specified for elimination of the Deliver Order Uni	
uwcorplor@dtee.cum. If sent by telecopy such noti-	
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Multibank 2009-1 CML-ADC Venture, LLC
Very truly yours.	By Federal Deposit Insurance Corporation as Receiver for Various Failed Financial Institutions.
	as Sole Member and Manager
	R. T. B. C.
Received and Accepted	Authorized Officer's Signature
THE DEPOSITORY TRUST COMPANY -	FORALD SCHIEFTS 2/9/10
	Print Name & Date
By:	
n y the said and t	
	Co-Issuer, if applicable
	By:
O DTCC.	Authorized Officer's Signature
(C) 0166.	
The Depository Trust &	Print Name & Date
Clearing Corporation Page 19	x 2 — — — — — — — — — — — — — — — — — —

Page 2 of 2

Regulation S # 365 11 2009