

**PURCHASE MONEY NOTES GUARANTY AGREEMENT**

**BY AND BETWEEN**

**FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE  
CAPACITY**

**AND**

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
AS RECEIVER FOR THE FAILED BANKS**

Dated as of November 30, 2010

## TABLE OF CONTENTS

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

## PURCHASE MONEY NOTES GUARANTY AGREEMENT

THIS PURCHASE MONEY NOTES GUARANTY AGREEMENT (this "Agreement") is entered into as of the 30<sup>th</sup> day of November, 2010, by and between the Purchase Money Notes Guarantor, and the Initial Member. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings assigned to them in, or by reference in, that certain Agreement of Common Definitions, dated as of the Closing Date, among the Purchase Money Notes Guarantor, the Initial Member and others.

### RECITALS

**WHEREAS**, pursuant to that certain Contribution Agreement, dated as of the Closing Date, between the Company and the Initial Member, the Initial Member has transferred certain assets to the Company, partly as a sale and partly as a capital contribution, and in return for said assets, the Company has issued to the Initial Member Purchase Money Notes, dated as of the Closing Date, with an aggregate Initial Notes Principal Balance of \$105,551,000; and

**WHEREAS**, to provide the Noteholder support for the payment and performance of the Company's obligations under the Purchase Money Note, the Purchase Money Notes Guarantor has agreed to enter into this Agreement and to perform the obligations of the Purchase Money Notes Guarantor described in this Agreement; and

**WHEREAS**, pursuant to 12 U.S.C. §1825(d), if the principal amount of an obligation issued by the Federal Deposit Insurance Corporation after August 9, 1989, is stated in the obligation and the term to maturity or the date of maturity of such obligation is stated in the obligation; then the full faith and credit of the United States is pledged to the payment of such obligation with respect to both principal and interest; and

**WHEREAS**, because the principal of the Guaranteed Obligations is stated in this Agreement, the date of maturity of the Purchase Money Notes Guarantor's obligations under this Agreement is stated in this Agreement, and the Federal Deposit Insurance Corporation is the Purchase Money Notes Guarantor under this Agreement, the full faith and credit of the United States is pledged to the Purchase Money Notes Guarantor's obligation to pay the Guaranteed Obligations pursuant to 12 U.S.C. §1825(d).

**NOW, THEREFORE**, in consideration of payment to the Purchase Money Notes Guarantor of the Purchase Money Notes Guaranty Fee, the sufficiency of which is hereby acknowledged, the Purchase Money Notes Guarantor and the Initial Member hereby agree as follows:

Section 1. Guaranty. Upon receipt of a notice from the Initial Member by the Purchase Money Notes Guarantor substantially in the form attached hereto as Exhibit A (such notice, the "Guaranty Notice") and written consent by the Purchase Money Notes Guarantor, the Purchase Money Notes Guarantor hereby absolutely, irrevocably, completely, unconditionally and immediately guaranties the due and punctual payment and performance

when due, whether at stated maturity, upon the Noteholder's demand, by acceleration or otherwise, of the following (collectively, the "Guaranteed Obligations"), effective as of the date provided in the Guaranty Notice:

(a) the due and punctual payment on each Distribution Date following the receipt of the Guaranty Notice of all interest due and accrued on the Purchase Money Note through and including the preceding Determination Date;

(b) the due and punctual payment of the outstanding principal balance of the Purchase Money Note, in an aggregate amount of \$105,551,000, on the date such principal shall become due and payable in accordance with the terms of the Purchase Money Note, whether at stated maturity, by acceleration, upon call or otherwise, which \$105,551,000 shall constitute the principal amount of the Guaranteed Obligations. The date of maturity of the Purchase Money Note Guarantor's obligations under this Guaranty Agreement shall be December 28, 2020, which date shall be the date on which the Purchase Money Notes Guarantor's obligation to pay the Guaranteed Obligations shall be due (if and to the extent the same are not discharged, satisfied or paid on or prior thereto). The full faith and credit of the United States is pledged to the Purchase Money Notes Guarantor's obligation to pay the Guaranteed Obligations pursuant to 12 U.S.C. §1825(d); and

(c) the payment of any Loan Parity Obligation upon the Noteholder's demand.

Section 2. Guaranty Absolute. The Purchase Money Notes Guarantor guarantees that the Guaranteed Obligations (other than the Loan Parity Obligation) will be paid strictly in accordance with the terms of the Purchase Money Note and that the Loan Parity Obligation will be paid strictly in accordance with the terms of this Agreement, in each case regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Noteholder with respect thereto. The liability of the Purchase Money Notes Guarantor pursuant to this Agreement shall be absolute, irrevocable and unconditional in accordance with its terms and shall, to the fullest extent permissible under applicable law, remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated, modified or otherwise affected by, any circumstance or occurrence whatsoever, including without limitation, any of the following (whether or not the Purchase Money Notes Guarantor consents thereto or has notice thereof):

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

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

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

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

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

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

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

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

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

Section 5. Waiver. Except with respect to the Purchase Money Notes Guarantor's consent rights under Section 3, which consent rights shall not be limited, waived or otherwise modified by operation of this Section 5, the Purchase Money Notes Guarantor, to the fullest extent permitted by law, hereby waives notice of acceptance hereof or any presentment, demand, protest or notice of any kind, and any other act or thing, or omission or delay to do any other act

or thing, that in any manner or to any extent might vary the risk of the Purchase Money Notes Guarantor or that otherwise might operate to discharge the Purchase Money Notes Guarantor from its obligations pursuant to this Agreement. The Purchase Money Notes Guarantor acknowledges that it will receive direct and indirect benefits from the arrangements contemplated in this Agreement and that the waivers set forth in this Section 5 are knowingly made in contemplation of such benefits. The Purchase Money Notes Guarantor hereby waives any right to revoke this Section 5 and acknowledges that this Section 5 is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 6. Reinstatement of Guaranteed Obligations. This Agreement shall in all respects be a continuing and irrevocable guaranty of payment and shall (a) remain in full force and effect until the indefeasible payment in full and in cash of the Guaranteed Obligations, (b) be binding upon the Purchase Money Notes Guarantor and its successors and assigns and (c) inure to the benefit of and be enforceable by the Noteholder and its successors, pledgees, transferees and assigns. If any claim is ever made on the Noteholder for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations, and the Noteholder repays all or part of said amount by reason of (y) any judgment, decree or order of any court or administrative body of competent jurisdiction or (z) any settlement or compromise of any such claim effected by the Noteholder with any such claimant (including, without limitation, the Company or a trustee in bankruptcy for the Company), then and in such event the Purchase Money Notes Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding on it, notwithstanding any revocation hereof or the cancellation of this Agreement, the Purchase Money Note or any other instrument evidencing any liability of the Company, and the Purchase Money Notes Guarantor shall be and remain liable to the Noteholder for the amounts so repaid or recovered to the same extent as if such amount had never originally been paid to the Noteholder, and the Purchase Money Notes Guarantor's obligations and liabilities to the Noteholder under this Agreement shall be reinstated to such extent and this Agreement and any collateral for this Agreement shall remain in full force and effect (or shall be reinstated) to such extent.

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

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

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

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

Section 11. Records and Accounts. The Initial Member may maintain books and accounts setting forth the amounts paid and payable with respect to the Guaranteed Obligations, and in the case of any dispute relating to any of the outstanding amount, payment or receipt of any of the Guaranteed Obligations or otherwise, the entries in such books and accounts shall constitute *prima facie* evidence of amounts and other matters set forth therein. The failure of the Initial Member to maintain such books and accounts shall not in any way relieve or discharge the Purchase Money Notes Guarantor of any of its obligations hereunder.

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

Section 13. Termination. This Agreement shall remain in full force and effect with respect to the Purchase Money Notes Guarantor until the earliest of (a) indefeasible satisfaction and payment in full of the Guaranteed Obligations and the termination or cancellation of the Purchase Money Note in accordance with its terms and (b) two years following the Purchase Money Maturity Date.

Section 14. Successors and Assigns. Each reference in this Agreement to the Initial Member and to the Purchase Money Notes Guarantor shall be deemed to include its successors and assigns, in whose favor the provisions of this Agreement also shall inure and upon whom this Agreement also shall be binding; provided that the Purchase Money Notes Guarantor may not assign or transfer its obligations under this Agreement to any Person without the prior written

consent of the Noteholders of one hundred percent (100%) of the outstanding principal balance of the Purchase Money Notes (which consent shall not be withheld unreasonably). Any such assignment or other transfer to which the Noteholder has not so consented shall be null and void *ab initio*.

Section 15. Amendments. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Purchase Money Notes Guarantor and the Noteholders holding more than fifty percent (50%) of the outstanding principal balance of the Purchase Money Notes; provided that any amendment, waiver or other modification that would (a) affect adversely the interests, rights or obligations of any Noteholder, or (b) release the Purchase Money Notes Guarantor from all or any part of its obligation to make each and every payment under this Agreement, shall not be effective unless it is in writing and signed by each affected Noteholder, and in each case, such consent, amendment, waiver or other modification shall be effective only in the specific instance and for the specific purpose for which given.

Section 16. [Reserved].

Section 17. Payments.

(a) All payments to be made by the Purchase Money Notes Guarantor pursuant to this Agreement in respect of the Guaranteed Obligations shall be made in legal currency of the United States of America, in immediately available funds by 12:00 p.m. New York time on the date that is one (1) Business Day prior to the applicable Distribution Date or the Purchase Money Notes Maturity Date, as applicable; provided that the Purchase Money Notes Guarantor has received written demand therefor by any Noteholder or by the Paying Agent on such Noteholder's behalf, in each case in substantially the form attached hereto as Exhibit B, no later than 5:00 p.m. New York time on the date that is four (4) Business Days prior to such Distribution Date or the Purchase Money Notes Maturity Date, as applicable. The deposit of any such payments by the Purchase Money Notes Guarantor into the Distribution Account pursuant to the Custodial and Paying Agency Agreement for further distribution by the Paying Agent to the Noteholders shall constitute payment in satisfaction of this Section 17 with respect to the Guaranteed Obligations.

(b) In addition, the Purchase Money Notes Guarantor agrees that to the extent the full principal amount of the Purchase Money Notes is not paid when due, for whatever reason, the Purchase Money Notes Guarantor will pay interest on such unpaid principal amount at the rate of 1.00% per annum calculated on the basis of a year of 360 days and twelve 30 day months. Such interest shall be due and payable by the Purchase Money Notes Guarantor on the day the overdue principal is paid to the Noteholders, which may be any Business Day without regard to whether or not such date is a Distribution Date or the Purchase Money Notes Maturity Date. Such interest payment shall be made in legal currency of the United States of America to the Paying Agent for further distribution by the Paying Agent to the Noteholders. Any such interest shall accrue from and including the Distribution Date or Purchase Money Notes Maturity Date on which the principal became due and payable to, but not including, the date on which such principal is actually paid to the Noteholders. For avoidance of doubt, the agreement to pay interest as described in this Section 17(b), in no way relieves the Purchase Money Notes



Guarantor of its obligations to make full and timely payment of amounts due with respect to the Guaranteed Obligations as provided in the first sentence of Section 1 and in the first sentence of Section 17(a), nor does it relieve any party from any liability for breach by such party of any obligation that results in the failure of any payment of principal on the Purchase Money Notes to be made when due.

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

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

Assistant Director Structured Transactions  
Federal Deposit Insurance Corporation  
550 17th Street, N.W.  
Room F-7014  
Washington, D.C. 20429  
Attention: Ralph Malami  
E-Mail Address: [RMalami@fdic.gov](mailto:RMalami@fdic.gov)

with a copy to:

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

Address for notices or communications to the Initial Member:

Assistant Director Structured Transactions

Federal Deposit Insurance Corporation  
550 17th Street, N.W.  
Room F-7014  
Washington, D.C. 20429  
Attention: Ralph Malami  
E-Mail Address: [RMalami@fdic.gov](mailto:RMalami@fdic.gov)

with a copy to:

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

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

Section 20. Headings. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All Section,

paragraph and clause references contained in this Agreement shall refer to Sections, paragraphs and clauses in this Agreement unless otherwise specified.

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

Section 22. Waiver of Jury Trial. EACH OF THE PURCHASE MONEY NOTES GUARANTOR AND EACH NOTEHOLDER 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 AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Section 23. Jurisdiction; Venue and Service.

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

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

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

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

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

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

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

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

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

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

(iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within Section 23(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Purchase Money Notes Guarantor or the FDIC Noteholder, as applicable.

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

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

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

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

[Signature page follows.]

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

**FEDERAL DEPOSIT INSURANCE CORPORATION,**  
as Purchase Money Notes Guarantor

By:

  
Name: Ralph Malami  
Title: Attorney-in-Fact

**FEDERAL DEPOSIT INSURANCE CORPORATION,**  
in its separate capacities as receiver for each of the failed  
banks, as Initial Member

By:

  
Name: Ralph Malami  
Title: Attorney-in-Fact

**EXHIBIT A**  
**Form of Guaranty Notice**

[ \_\_\_\_\_, 20\_\_ ]

Federal Deposit Insurance Corporation,  
as Initial Member

[ \_\_\_\_\_ ]

[ \_\_\_\_\_ ]

[ \_\_\_\_\_ ]

Attn: SFR 2010-3

Re: Purchase Money Notes Guaranty Agreement, dated as of [Closing Date], by and between Federal Deposit Insurance Corporation (in any capacity the "FDIC"), in its corporate capacity, as the guarantor of the Purchase Money Notes (the "Purchase Money Notes Guarantor") and the FDIC as the receiver with respect to each Failed Bank (the "Initial Member")

Ladies and Gentlemen:

In accordance Section 1 of the above-referenced Purchase Money Notes Guaranty Agreement, the Initial Member hereby gives notice to the Purchase Money Notes Guarantor that upon receipt of this Guaranty Notice, the Purchase Money Notes Guarantor is hereby obligated to absolutely, irrevocably, completely, unconditionally and immediately guaranty the due and punctual payment and performance when due, whether at stated maturity, upon the Noteholder's demand, by acceleration or otherwise, the Guaranteed Obligations, effective as of \_\_\_\_\_, 20\_\_.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the above referenced Purchase Money Notes Guaranty Agreement.

**[FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for the Failed Banks**

By: \_\_\_\_\_

Name: [ \_\_\_\_\_ ]

Title: Attorney-in-Fact

Acknowledged and Consented To By

**[FEDERAL DEPOSIT INSURANCE CORPORATION,**  
as Purchase Money Notes Guarantor

By: \_\_\_\_\_

Name: [ \_\_\_\_\_ ]

Title: Attorney-in-Fact

**EXHIBIT B**  
**Form of Payment Request**

**2010-2 SFR VENTURE, LLC**  
**PAYMENT REQUEST - NOTE GUARANTY**

*The following request is made pursuant to the Purchase Money Notes Guaranty Agreement by and between the Federal Deposit Insurance Corporation, in its corporate capacity, and the Federal Deposit Insurance Corporation, as Receiver for the Failed Banks, dated as of [\_\_\_\_]*

Request Date:	_____	
Date Funds Required:	_____	
Reason for Request <sup>(1)</sup>	_____	
Payment Required:	_____	A
Funds Available for Payment	_____	B
Shortfall - Amount Due from FDIC on Guaranty	_____	A - B

<sup>(1)</sup> Indicate whether draw request is due to Purchase Money Note maturity, failure to pay interest, acceleration, Loan Parity or otherwise.

**Certification of Custodian and Paying Agent**

To the best of our knowledge and belief, the information shown above is accurate, true and complete.

\_\_\_\_\_  
Name: \_\_\_\_\_ Date  
Title:  
[Bank]

**Wire Instructions**

[BANK]  
ABA [\_\_\_\_]  
Account Number: [\_\_\_\_]  
Account Name: [\_\_\_\_]  
FFC: [\_\_\_\_]