

CONFIDENTIAL

DISCLAIMER: This document is provided for general informational purposes only and does not constitute legal or financial advice. The FDIC may amend this document at any time in its sole discretion. This document does not constitute an offer to sell or finance, or a solicitation by the FDIC of an offer to buy, any loans or assets or any interests therein from the FDIC as receiver of a failed U.S. insured depository institution.

EXHIBIT B

FORM OF GLOBAL NOTE

PURCHASE MONEY NOTE

(Maturity Date: [], 202[])

\$[]

ISIN No.: []¹

CUSIP No.: []²

Certificate No.: []
[]

PRINCIPAL OF, AND INTEREST ON, THIS PURCHASE MONEY NOTE IS PAYABLE PERIODICALLY AS SET FORTH HEREIN AND IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS PURCHASE MONEY NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF, AND ACCRUED INTEREST HEREON MAY HAVE BEEN PAID TO THE MOST RECENT DISTRIBUTION DATE. ANY PERSON ACQUIRING THIS PURCHASE MONEY NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT, AND THE DATE TO WHICH ACCRUED INTEREST HEREON HAS BEEN PAID, BY INQUIRY OF THE PAYING AGENT.

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,

¹ Insert if applicable.

² Insert if applicable.

NEW YORK, TO THE COMPANY 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.).

THE FAILURE TO PROVIDE THE COMPANY, 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 INTERNAL REVENUE 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 INTERNAL REVENUE 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.

EXCEPT AS OTHERWISE INDICATED IN THE CUSTODIAL AND PAYING AGENCY AGREEMENT, INTERESTS IN THIS PURCHASE MONEY NOTE MUST BE HELD IN MINIMUM DENOMINATIONS OF U.S.\$[] AND INTEGRAL MULTIPLES OF U.S.\$[] IN EXCESS THEREOF.

PURCHASE MONEY NOTE

Certificate No.: [_____] ³
ISIN No.: [_____] ³
CUSIP No.: [_____] ⁴

\$ [_____]

[DATE]

FOR VALUE RECEIVED, [_____] a [_____] (herein referred to as the “**Issuer**”), hereby unconditionally promises to pay to the order of the Federal Deposit Insurance Corporation (in any capacity, the “**FDIC**”), as receiver of [_____] (the “**Failed Bank**”) (the FDIC, in such capacity, the “**Receiver**”), or its successors and registered assigns (the “**Holder**”), the principal sum of \$[_____.00] United States Dollars, and interest thereon at the rates and at the times provided herein.

This Purchase Money Note is being delivered in connection with the Issuer’s acquisition of certain Pools of Loans consisting of CRE Loans, C&I Loans, Single Family Residential Loans or such other Loans as the Receiver may determine in its sole discretion pursuant to that certain Loan Sale Agreement dated as of [_____] 20[____], by and between the FDIC, in its capacity as Receiver for the Failed Bank, as the seller, and the Issuer, as the buyer. The principal and interest on this Purchase Money Note (this “**Purchase Money Note**”) are 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. This Purchase Money Note is one of the Purchase Money Notes referred to in, and is entitled to the security, protections and benefits afforded by, (i) that certain Security Agreement dated as of [_____] 202[____] (the “**Closing Date**”) by and among the Issuer, the Receiver, as PMN Designee and the Collateral Agent (as amended, supplemented or restated from time to time, and including any substantially similar agreement entered into by the parties thereto, the “**Security Agreement**”), (ii) [RESERVED]⁵, and (iii) the Custodial and Paying Agency Agreement (as defined below). This Purchase Money Note is full recourse to the Issuer and is secured by the Collateral as provided in the Security Agreement. Unless otherwise defined herein, capitalized terms used in this Purchase Money Note have the meanings provided in, or by reference in Schedule 1 of the Custodial and Paying Agency Agreement dated [_____] 202[____] (the “**Custodial and Paying Agency Agreement**”), by and among the Issuer, the Receiver as PMN Designee and Collateral Agent, [_____] as Custodian, and [_____] as Paying Agent.

The entire outstanding principal amount of this Purchase Money Note together with all accrued and unpaid interest thereon shall be due and payable on [_____] (the “**Maturity**

³ Insert if applicable.

⁴ Insert if applicable.

⁵ The FDIC may require one or more forms of credit enhancement for the PM Note including, without limitation, a Letter of Credit or a Guaranty, all as determined in the sole and absolute discretion of the FDIC.

Date”), or such earlier date as such amount shall become due and payable pursuant to the terms of this Purchase Money Note.

The Issuer will pay interest in arrears on this Purchase Money Note at the Note Interest Rate (defined below) on each Distribution Date and on the Maturity Date on the principal amount of this Purchase Money Note outstanding from time to time. On the first Distribution Date, interest will be due and payable for the period commencing on and including the Bank Closing Date, through and including the day (regardless of whether or not it is a Business Day) immediately preceding such Distribution Date, and on each subsequent Distribution Date interest will be due and payable for the period commencing on and including the immediately preceding Distribution Date, through and including the day (regardless of whether or not it is a Business Day) immediately preceding such subsequent Distribution Date, and on the Maturity Date interest will be due and payable for the period commencing on and including the immediately preceding Distribution Date, through and including the day (regardless of whether or not it is a Business Day) immediately preceding such Maturity Date. Interest payable on each Distribution Date (other than the first Distribution Date and the Maturity Date) will be calculated on the basis of a 360-day year consisting of twelve 30-day months, and interest payable on the first Distribution Date or on the Maturity Date will be calculated on the basis of a 360-day year and the actual number of days elapsed (including the first day, but excluding the last day). As used herein, “**Note Interest Rate**” shall mean [RESERVED] as of (A) for the period from and including the Bank Closing Date through the date immediately prior to the first Distribution Date, the date [()] Business Days prior to the Bank Closing Date, (B) for each monthly period from and including the first Distribution Date through the date immediately prior to the last Distribution Date, the date [()] Business Days prior to the Distribution Date beginning such monthly period, and (C) for the period from and including the last Distribution Date to the date immediately prior to the Maturity Date, the date [()] Business Days prior to the Distribution Date beginning such period,] plus (ii) []%.

Notwithstanding the foregoing, to the fullest extent permitted by Law, to the extent accrued interest under this Purchase Money Note is not paid in full on any Distribution Date or on the Maturity Date, or the principal of this Purchase Money Note, or any other amount payable by the Issuer under this Purchase Money Note, is not paid when due, such overdue amount will (without limitation of the rights or remedies of the Holder, the PMN Designee or the Collateral Agent with respect to such default) accrue interest until paid at the Note Interest Rate plus, to the fullest extent permitted by Law, []% per annum (calculated on the basis of a 360-day year and the actual number of days elapsed) (the “**Default Interest Rate**”). Interest hereunder shall continue to accrue after the commencement by or against the Issuer of any proceeding under any Debtor Relief Law naming the Issuer as a debtor therein, regardless of whether such interest is an allowed claim in such proceeding.

Notwithstanding anything to the contrary in the Custodial and Paying Agency Agreement and except as otherwise provided herein, any and all payments by the Issuer to or for the account of the Holder or its successors and assigns, including any person that holds a participatory interest in this Purchase Money Note (the Holder, its successors and assigns, and any person that holds a participatory interest in this Purchase Money Note is referred to herein as a “**Participating Holder**”), on this Purchase Money Note shall be made without deduction or withholding for or on account of any and all present or future taxes, assessments, or other governmental charges, of

whatever nature, imposed or levied by or within the United States or by or within any political subdivision or taxing authority thereof or therein (collectively “**Taxes**”), except as required by any Laws. If the Issuer shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under this Purchase Money Note to a Participating Holder, (i) the Issuer shall make such deductions (to the extent not deducted by the Paying Agent under the Custodial and Paying Agency Agreement, if applicable), (ii) if such Tax is an Indemnified Tax (as defined below), then an additional amount shall be payable (such additional amount, a “**Withholding Tax Gross-Up Payment**”) so that after making all required deductions (including deductions applicable to the Withholding Tax Gross-Up Payment), the Participating Holder receives the amount equal to the sum it would have received had no such deductions been made, (iii) the Issuer shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with Law, and (iv) within thirty (30) days after the date of such payment (or, if receipts or evidence are not available within thirty (30) days, as soon as possible thereafter), the Issuer shall furnish to such Participating Holder the original or a certified copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Participating Holder. An “**Indemnified Tax**” in the case of each Participating Holder, is any Tax other than the following: (A) any Tax which would not have been so imposed but for (i) the existence of any present or former connection between a Participating Holder (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such Participating Holder, if such Participating Holder is an estate, a trust, a partnership or a corporation) and the United States, including, without limitation, such Participating Holder (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being or having been present therein, being or having been a citizen or resident thereof, being or having been engaged in a trade or business therein or having or having had a permanent establishment therein, or (ii) the failure of such Participating Holder to comply with any certification, identification or other information reporting requirements under the income tax laws and regulations of the United States, without regard to any tax treaty, or any political subdivision or taxing authority thereof or therein to establish entitlement to an exemption from withholding; (B) any Tax if the Participating Holder would have been able to avoid such withholding or deduction by satisfying any statutory or procedural requirements including, without limitation, the provision of a Withholding Certificate or information; (C) any estate, inheritance, gift, sales, transfer, personal property or similar tax, assessment or governmental charge; (D) any Tax which is payable other than by withholding from payments of principal of or interest on the Purchase Money Note; (E) any Tax imposed by reason of the Participating Holder’s past or present status as a personal holding company, private foundation or other tax-exempt organization, passive foreign investment company, controlled foreign corporation with respect to the United States or as a corporation that accumulates earnings to avoid U.S. federal income tax; (F) any Tax imposed by reason of the Participating Holder’s past or present status as the actual or constructive owner of 10 percent or more of the total combined voting power of all classes of stock of the Issuer entitled to vote or as a controlled foreign corporation that is related directly or indirectly to the Issuer through stock ownership; (G) any withholding or deduction imposed as a result of the Participating Holder’s failure, or the failure of any agent having custody or control over a payment, to establish its exemption from such withholding or deduction by complying with any requirements to report on its owners or holders of interests, or to enter into an agreement with a taxing authority to provide such information; (H) Taxes imposed under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, any regulations promulgated thereunder or official interpretation thereof, or any

agreement entered into in relation to the foregoing; or (I) any combination of items (A), (B), (C), (D), (E), (F), (G) and (H). Nor shall the Issuer make any Withholding Tax Gross-Up Payment with respect to a payment of principal or interest on the Purchase Money Note (i) to a Participating Holder that is not the beneficial owner of the Purchase Money Note to the extent that the beneficial owner thereof would not have been entitled to the Withholding Tax Gross-Up Payment had such beneficial owner been the Participating Holder of the Purchase Money Note or (ii) in respect of any withholding Taxes imposed on amounts payable to a Participating Holder at the time such Participating Holder acquires an interest in this Purchase Money Note, except to the extent such Participating Holder's assignor (if any) was entitled, at the time of assignment, to receive a Withholding Tax Gross-Up Payment from the Issuer with respect to such Taxes pursuant to this paragraph.

Notwithstanding anything to the contrary in the Custodial and Paying Agency Agreement, the Issuer agrees to indemnify each Participating Holder for (i) the full amount of Indemnified Taxes (including any Taxes imposed or asserted on a Withholding Tax Gross-Up Payment) paid by such Participating Holder and (ii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that such Participating Holder provides the Issuer with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts. Payments required pursuant to the preceding sentence shall be made within thirty (30) days after the date such Participating Holder makes a demand therefor.

Any Participating Holder that is entitled to an exemption from or reduction of any applicable withholding tax with respect to payments hereunder shall deliver to the Issuer such properly completed and executed documentation in a form reasonably acceptable to the Issuer as will permit such payments to be made without withholding or at a reduced rate of withholding (any such documentation, a "**Withholding Certificate**"). In addition, a Participating Holder shall deliver such Withholding Certificates promptly upon the invalidity of any Withholding Certificate previously delivered by such Participating Holder. A Participating Holder shall promptly notify the Issuer at any time it determines that any previously delivered Withholding Certificate no longer applies. Notwithstanding anything to the contrary in this paragraph, the completion, execution and submission of such documentation shall not be required if in the Participating Holder's reasonable judgment such completion, execution or submission would subject such Participating Holder to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Participating Holder.

This Purchase Money Note is subject to prepayment, and shall be prepaid, from time to time in accordance with the terms of the Custodial and Paying Agency Agreement, if applicable. In addition to the foregoing, the principal of this Purchase Money Note may be prepaid by the Issuer at any time or from time to time, in whole or in part, but only on a Distribution Date and only upon at least twenty (20) days prior written notice to the Holder with respect to partial prepayments, and upon at least sixty (60) days prior written notice with respect to prepayments in full. All prepayment notices shall specify the principal amount of the Purchase Money Note to be prepaid (in the case of any partial prepayment) and the Distribution Date on which such prepayment will be made, provided that any such prepayment shall be accompanied by the payment in full of (x) all overdue interest hereunder (and interest accrued on such overdue interest)

and (y) accrued and unpaid interest (other than the amount described in clause (x)) on the principal amount being prepaid. All such prepayments shall be made through the Paying Agent. 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 other Transaction Document or under any certificate or other writing delivered in connection therewith, against the Paying Agent or its Affiliates.

Payments on this Purchase Money Note, whether by the Issuer or the Paying Agent, will be made by wire transfer of immediately available funds to such account as may be specified by the Holder to the Paying Agent in writing from time to time, in each case without the presentation or surrender of this Purchase Money Note or the making of any notation hereon. 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, such due date shall be extended to the next succeeding Business Day (unless such Business Day would occur after the Maturity Date, in which case such due date shall be the immediately preceding Business Day).

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

If the Holder sells a participation in this Purchase Money Note, the Holder shall, acting solely for this purpose as a non-fiduciary agent of the Issuer, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in this Purchase Money Note (the "Participant Register"); provided that the Holder shall have no obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in this Purchase Money Note) to any Person except to the extent that such disclosure is necessary to establish that this Purchase Money Note is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Holder shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of the Custodial and Paying Agency Agreement notwithstanding any notice 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, receipt of an 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 (2) Business Days thereafter, the Issuer shall execute and deliver, in lieu thereof, a new Purchase Money Note.

The Issuer (i) acknowledges and agrees that the Receiver may, without restriction, assign, sell, transfer, securitize, participate, pledge, syndicate, or otherwise hypothecate this Purchase Money Note, and all of its related rights and obligations under the Transaction Documents in whole or in part, directly or indirectly, in each case, without the consent of the Issuer (but, for the avoidance of doubt, subject to the other provisions of this Purchase Money Note) and (ii) covenants and agrees that the Issuer shall cooperate with and assist the Receiver, on a time-of-the-essence basis, in any such actual or proposed transaction, as may be requested by the Receiver from time to time, in each case as more fully set forth in Section 2.11(e) of the Custodial and Paying Agency Agreement.

Upon the occurrence of an Event of Default, the Holder or the PMN Designee may declare all of the Purchase Money Notes (including without limitation this Purchase Money Note) to be immediately due and payable, by a notice in writing to the Issuer, and upon any such declaration the unpaid principal amount of, and all accrued and unpaid interest on, all of the Purchase Money Notes (including without limitation this Purchase Money Note), together with all other accrued and unpaid amounts in respect thereof through the date of acceleration, shall 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; provided, however, that with respect to an Event of Default resulting from the occurrence of an Insolvency Event enumerated in any of clauses (i) through (vi), or clause (ix), of the definition thereof, the unpaid principal amount of, all accrued and unpaid interest on, and all such other amounts in respect of, this Purchase Money Note shall automatically become immediately due and payable without further act of the Holder or the PMN Designee.

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

To the extent that any payment by or on behalf of the Issuer is made to the Holder or the PMN Designee, or the Holder or the PMN Designee exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party (including pursuant to any settlement entered into by the Holder or PMN Designee, as applicable, in its discretion), in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

No delay, omission or waiver on the part of the Holder or the PMN Designee 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 or the PMN Designee, 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 and the PMN Designee are cumulative and not exclusive of any rights or remedies that the Holder or the PMN Designee would otherwise have.

The Holder, by its acceptance hereof, hereby consents and agrees to the terms of Articles X and XII of the Security Agreement as if set forth herein.

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 any Paying Agent to make, all payments pursuant to this Purchase Money Note in full and when due, whether in respect to principal, interest 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 or any other Person, and free of any restriction or condition, 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 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 made in accordance with Article XVIII of the Custodial and Paying Agency Agreement.

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, the Holder and the PMN Designee. Anything in this Purchase Money Note to the contrary notwithstanding, the Consent to Jurisdiction Provisions hereof inure to the benefit of, and are enforceable by (without limitation), the FDIC in its corporate capacity, and said Consent to Jurisdiction Provisions may not be modified or waived in relation to the "FDIC" without the prior written consent of the FDIC in its corporate capacity.

Each of the Issuer and, by its acceptance hereof, the Holder, agrees and elects that, in accordance with Section 5-1401 of the General Obligations Law of State of New York, this Purchase Money Note is to 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, and each of the Issuer and, by its acceptance hereof, the Holder unconditionally and irrevocably waives any claim to assert that either (1) the laws of any other jurisdiction govern this Purchase Money Note or (2) the provisions of this Purchase Money Note do not apply to any other Transaction Document.

The Issuer, for itself and its Affiliates, hereby irrevocably and unconditionally:

(a) 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 FDIC (in any capacity) arising out of, relating to, or in connection with this Purchase Money Note or any other Transaction Document, and waives any right to:

(i) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the FDIC (in the capacity in which it is a party in such suit, action, or proceeding) files the suit, action or proceeding without the consent of the FDIC (in the capacity in which it is a party in such suit, action, or proceeding);

(ii) 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

(iii) 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.

(b) 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 (in any capacity) arising out of, relating to, or in connection with this Purchase Money Note or any Transaction Document, and waives any right to:

(i) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC (in the capacity in which it is a party in such suit, action or proceeding);

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

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

(c) agrees to bring any suit, action or proceeding by the Issuer or its Affiliates against the FDIC (in any capacity) arising out of, relating to, or in connection with this Purchase Money Note or any Transaction Document exclusively 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, 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 (in the capacity in which it is a party in such suit, action or proceeding), 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 (in the capacity in which it is a party in such suit, action or proceeding);

(d) 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 (c) above, to bring that suit, action or proceeding exclusively in 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 (in the capacity in which it is a party in such suit, action or proceeding); and

(e) agrees, in any suit, action or proceeding that is brought in the Supreme Court of the State of New York for New York County in accordance with the foregoing paragraphs (a)-(d), to request that such suit, action or proceeding be referred to the Commercial Division of such Court.

The Issuer, 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 paragraphs (a)-(e) above may be enforced in any court of competent jurisdiction.

(f) Subject to the provisions of paragraph (g), the Issuer hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to paragraphs (a)-(e) 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 the Custodial and Paying Agency Agreement; provided, however, that nothing contained in this paragraph (f) shall affect the right of any party to serve process in any other manner permitted by Law. The Issuer, on behalf of itself and its Affiliates, further agrees that any such service of writs, process or summonses in any suit, action or proceeding pursuant to paragraphs (a)-(e) above on FDIC (in any capacity) is to be in accordance with requirements of applicable Law (including 12 CFR Section 309.7(a)), with additional delivery of a copy of such writ, process or summons to the FDIC (in its applicable capacity(ies)) pursuant to the notice provisions set forth in the Custodial and Paying Agency Agreement.

Nothing in paragraphs (a)-(f) above shall constitute consent to jurisdiction in any court by the FDIC (in any capacity), or in any way limit the right of the FDIC (in any capacity) to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

The preceding paragraphs (a)-(f) of this Purchase Money Note may be referred to herein collectively as the “**Consent to Jurisdiction Provisions**”.

EACH OF THE ISSUER AND, BY ITS ACCEPTANCE HEREOF, 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.

This Purchase Money Note may be exchanged for Non-Global Certificated Notes as set forth in the Custodial and Paying Agency Agreement.

If this Purchase Money Note is in the custody of the Paying Agent pursuant to the Custodial and Paying Agency Agreement, the Paying Agent shall, upon any payment in respect of the principal amount hereof, endorse this Purchase Money Note on Schedule A hereto to reflect such payment. The Custodial and Paying Agency Agreement further provides that the Paying Agent shall complete Schedule A of each Purchase Money Note issued upon transfer, exchange or replacement of any other Purchase Money Note(s) to set forth the amount of all payments of the Original Amount previously made on the old Purchase Money Note (or portion thereof) or Purchase Money Notes (or portions thereof) with respect to which such new Purchase Money Note is issued and the date to which interest on such old Purchase Money Note(s) has been paid.

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

The Issuer will not be charged for registration of transfer or exchange of this Purchase Money Note, but the Paying Agent may require the Issuer to pay a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SAMPLE

IN WITNESS WHEREOF, the Issuer has caused this Purchase Money Note to be signed
as of the date first shown above.

[_____]

By: _____

Name:

Title:

SAMPLE

SCHEDULE A

SCHEDULE OF REPAYMENTS AND INTEREST PAYMENTS

The following repayments of the Original Amount of this Purchase Money Note have been made:

Date repayment made	Original Amount of this Purchase Money Note	Part of principal amount of this Purchase Money Note repaid	Remaining Principal amount of this Purchase Money Note following such repayment	Notation made by or on behalf of the Issuer

Accrued interest on this Purchase Money Note has been paid as follows:

Date to which Accrued Interest on this Purchase Money Note has been paid	Notation made by or on behalf of the Issuer

ASSIGNMENT FORM

For value received, _____, as the registered holder of the within Purchase Money Note (the "Assignor"), does hereby sell, assign and transfer unto

[insert name, address and taxpayer identification number of assignee]

the within Purchase Money Note and does hereby authorize the registration of transfer of the within Purchase Money Note to the above referenced assignee on the register maintained by the Paying Agent.

The Assignor hereby directs the Paying Agent to deliver a new Purchase Money Note of like terms and amount to the above referenced assignee.

Signed on behalf of Assignor by _____
[name], its _____ [attorney-in-fact] [agent] [insert applicable title or capacity].

Date: _____

Signature on behalf of Assignor