

JPMorgan Chase Bank, N.A.
Global Trade Services
One Chase Tower
Mail Code IL1-0236
Chicago, IL 60670
Tel: (800) 634-1969 Fax: (312) 954-0203
SWIFT: CHASUS33
Telex: ITT420120 CMBUI

Irrevocable Letter of Credit No. CTCS-286936

Confidential Treatment Requested

Date: October 12, 2006

Applicant:

SBLC, L.L.C.
71 South Wacker Drive
Suite 4600
Chicago, IL 60606

Attn:

Facsimile: 312-577-2619

Telephone: 312-577-2638

Initial Amount:

USD 264,000,000.00 (Exactly Two Hundred Sixty Four Million and No/100 United States Dollars)

Date of Expiry: March 10, 2007

Or any future extended expiry as provided herein

Place of Expiry: at our counters for payment

Beneficiary:

Federal Deposit Insurance Corporation
550 17th Street, N.W.
Washington, D.C. 20429

Attn: General Counsel

Facsimile: 202-898-7394

Telephone:

Beneficiary:

We hereby establish, at the request of our client, SBLC, L.L.C. (the "Applicant"), in favor of the Federal Deposit Insurance Corporation in all its capacities under the Agreement (as defined below) (the "Beneficiary"), this Irrevocable Letter of Credit No. CTCS-286936 ("Letter of Credit"). This Letter of Credit shall be for an amount up to but not exceeding the aggregate sum of exactly two hundred sixty four million and 00/100 U.S. Dollars (USD 264,000,000.00), subject to decrease as provided herein (the "Stated Amount"), effective immediately and expiring at the close of business at our Chicago office on March 10, 2007 (the "Stated Expiration Date") unless extended as hereinafter provided.

Irrevocable Letter of Credit No. CTCS-286936

We are informed that this Letter of Credit is issued pursuant to that certain Note dated October 12, 2006 made by Applicant to the order of the Beneficiary (the "Note") pursuant to that certain Agreement dated as of December 10, 2001, by and among the Federal Deposit Insurance Corporation in its corporate capacity, the Federal Deposit Insurance Corporation in its capacity as receiver for Superior Bank FSB, the Federal Deposit Insurance Corporation in its capacity as conservator for Superior Federal Bank FSB, the Federal Deposit Insurance Corporation in its capacity as manager for the FSLIC Resolution Fund, the United States Department of the Treasury Office of Thrift Supervision, SBLC, L.L.C. and SBIA, L.L.C. (each a successor in interest to Asworth Corporation), Coast-to-Coast Financial Corporation, Superior Holdings, Inc., UBH, Inc., and Coast Partners (the "Agreement") and that certain Assignment and Assumption Agreement (the "Assignment Agreement") dated as of October 12, 2006, by and among the Federal Deposit Insurance Corporation in all of its capacities under the Agreement, Asworth, L.L.C. (as a successor in interest to Asworth Corporation) (together with Asworth Corporation, "Asworth"), SBLC, L.L.C. and SBIA, L.L.C., in your favor and in all of your capacities under the Agreement and the Assignment Agreement.

We hereby irrevocably authorize you to draw on us, in an amount not to exceed the Stated Amount of this Letter of Credit as set forth above and in accordance with the terms and conditions and subject to any decrease in the Stated Amount as hereinafter set forth, in one or more drawings by your duly completed Payment Certificate and Draft, each payable by us at sight in accordance with the Payment Certificate and Draft on a day on which banks in Chicago, Illinois are not required or permitted by applicable law, regulation or executive order to be closed for business (each, a "Banking Day"), signed by you in the form of Annex A attached hereto (your "Payment Certificate and Draft").

We also hereby irrevocably authorize you to draw on us for your benefit, in an amount not to exceed the Stated Amount of this Letter of Credit as set forth above and in accordance with the terms and conditions and subject to any decrease in the Stated Amount as hereinafter set forth, in one or more drawings by your duly completed Prepayment Draw Certificate, each payable by us at sight in accordance with the Prepayment Draw Certificate on a Banking Day, signed by you in the form of Annex B attached hereto (your "Prepayment Draw Certificate").

NOTICES, ETC.

Each notice, request, certificate and other communication to be sent to us by the Applicant or you under this Letter of Credit shall be presented via hand delivery, registered mail (with return receipt requested) or courier service at our office (the "Bank's Office") located at:

JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A.
Global Trade Services
One Chase Tower
Mail Code IL1-0236
Chicago, IL 60670
Tel: (800) 634-1969 Fax: (312) 954-0203
SWIFT: CHASUS33
Telex: ITT420120 CMBUI

Irrevocable Letter of Credit No. CTCS-286936

Standby Letter of Credit Unit

(b)(6)

300 South Riverside Plaza
Mail Code IL1-0236
Chicago, Illinois 60606-0236

or such other address that we may hereafter designate by written notice delivered to the Applicant and you.

Each notice, request, certificate and other communication to be sent to the Applicant by us or you under this Letter of Credit shall be sent via facsimile, hand delivery, registered mail (with return receipt requested) or courier service to:

SBLC, L.L.C.
71 South Wacker Drive
Suite 4600
Chicago, Illinois 60606
Attention: Glen Miller
Facsimile: 312-577-2599

with a copy by electronic mail to:

(b)(6)

or such other address, electronic mail address, or facsimile number that the Applicant may hereafter designate by written notice delivered to us and you.

Each notice, request, certificate and other communication to be sent to you by us or the Applicant under this Letter of Credit shall be sent via facsimile, hand delivery, registered mail (with return receipt requested) or courier service to:

Federal Deposit Insurance Corporation
Investigations, DRR
550 17th Street, N.W.,
Washington, DC 20429-0002

(b)(2)

(b)(2),(b)(6)

Attention:
Facsimile:

with copies to:

Federal Deposit Insurance Corporation

Irrevocable Letter of Credit No. CTCS-286936

Office of General Counsel
550 17th Street, N.W.
Washington, DC 20429-0002

Attention: General Counsel
Facsimile: 202-898-7394

and by electronic mail to:

(b)(2),(b)
(6)

[Redacted]

Federal Deposit Insurance Corporation
Legal Division
3501 North Fairfax Drive, [Redacted]
Arlington, VA 22226-3500

(b)(2)

Attention: Richard Aboussie
Facsimile: [Redacted]

(b)(2),(b)
(6)

and by electronic mail to:

(b)(2),(b)
(6)

[Redacted]

Federal Deposit Insurance Corporation
Capital Markets and Resolutions, DRR
550 17th Street, N.W., [Redacted]
Washington, DC 20429-002

(b)(2)

Attention: Ralph Malami
Facsimile: [Redacted]

(b)(2),(b)
(6)

and by electronic mail to:

(b)(2),(b)
(6)

[Redacted]

or such other address, electronic mail address or facsimile number that you may hereafter designate by written notice delivered to us and the Applicant.

DECREASE

The Stated Amount under this Letter of Credit shall be automatically decreased upon our payment of any draw by you pursuant to a Payment Certificate and Draft under this

Irrevocable Letter of Credit No. CTCS-286936

Letter of Credit by an amount equal to the amount of such payment. The Stated Amount under this Letter of Credit also shall be automatically decreased upon our payment to you of any draw by you pursuant to your Prepayment Draw Certificate. The Stated Amount of this Letter of Credit also shall be automatically decreased upon our receipt of and pursuant to any Reduction Certificate in the form of Annex D hereto (a "Reduction Certificate").

PRESENTATION

Funds under this Letter of Credit are available to you against and on a day in accordance with your Payment Certificate and Draft presented in full compliance with the terms and conditions of this Letter of Credit. Each such Payment Certificate and Draft shall be presented by registered mail (with return receipt requested) or courier service or hand delivery at the Bank's Office no later than 12:00 p.m. (Chicago time) at least one Banking Day before the day (which shall also be a Banking Day) of our making funds available to you hereunder. If a demand for payment hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you written notice within one (1) Banking Day after receipt of the same by us that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we will upon your instructions hold the documents at your disposal or return the same to you. You may correct any such non-conforming demand, provided such corrected demand is presented at the Bank's Office on or before the Stated Expiration Date.

Funds under this Letter of Credit also are available to you against and on a day in accordance with your Prepayment Draw Certificate presented in full compliance with the terms and conditions of this Letter of Credit. Each such Prepayment Draw Certificate shall be presented by registered mail (with return receipt requested) or courier service or hand delivery at the Bank's Office no later than 12:00 p.m. (Chicago time) at least one Banking Day before the day (which shall also be a Banking Day) of our making funds available to you hereunder. If a demand for payment hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you written notice within one (1) Banking Day after receipt of the same by us that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we will upon your instructions hold the documents at your disposal or return the same to you. You may correct any such non-conforming demand, provided such corrected demand is presented at the Bank's Office on or before the Stated Expiration Date.

All payments made by us under this Letter of Credit will be made in immediately available funds and will be disbursed from our own funds. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of Chicago funds to your account in a bank on the Federal Reserve wire system.

Irrevocable Letter of Credit No. CTCS-286936

Only you may initiate any Payment Certificate and Draft under this Letter of Credit.
Only you may initiate any Prepayment Draw Certificate under this Letter of Credit.

TRANSFER

This Letter of Credit is transferable in accordance with the 1993 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 500) ("ICC Publication No. 500"). Any transfer of this Letter of Credit may be effected in whole but not in part, at any time and from time to time, to a nationally recognized financial institution that is the holder and beneficial owner of the Note. Any transfer request must be effected by presenting to us the certificate in the form of Annex C attached hereto, together with the original Letter of Credit No. CTCS-286936. Transfers to designated Foreign Nationals and/or specially designated nationals contrary to the U.S. Treasury Department or Foreign Assets Control Regulations are not permitted.

EXPIRATION

This Letter of Credit expires on the Stated Expiration Date, but such Stated Expiration Date will be extended automatically, without amendment of this Letter of Credit, for a one year period effective on the Stated Expiration Date and effective upon each anniversary of the Stated Expiration Date (each such anniversary a "New Stated Expiration Date"), unless at least one hundred twenty (120) days prior to such expiration date, or prior to any anniversary of the Stated Expiration Date or any New Stated Expiration Date, as the case may be, we notify both you and the Applicant in writing by registered mail (with return receipt requested) or courier service that we elect not to extend this Letter of Credit. Unless we are otherwise notified in writing by you or the Applicant, as applicable, any such notices shall be sent to the addresses for you and the Applicant set forth above. We understand that you or the Applicant, as the case may be, shall also deliver a copy of any such notice of change of address to the other by registered mail (with return receipt requested) or courier service.

MISCELLANEOUS

This Letter of Credit sets forth in full the terms of our undertaking and our obligations under this Letter of Credit are not contingent or subject to any condition or qualification except as set forth herein. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred or to which it relates (including, without limitation, the Agreement) and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

JPMorgan Chase Bank, N.A.
Global Trade Services
One Chase Tower
Mail Code IL1-0236
Chicago, IL 60670
Tel: (800) 634-1969 Fax: (312) 954-0203
SWIFT: CHASUS33
Telex: ITT420120 CMBUI

Irrevocable Letter of Credit No. CTCS-286936

All charges and commissions of JPMorgan Chase Bank, N.A., incurred in this transaction (but not in respect of transfers of this Letter of Credit) are for the Applicant's account.

We hereby agree with you that each duly completed Payment Certificate and Draft and each Prepayment Draw Certificate drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored upon presentation to us. The obligation of JPMorgan Chase Bank, N.A., under this Letter of Credit is the individual obligation of JPMorgan Chase Bank, N.A., and is in no way contingent upon reimbursement with respect thereto.

GOVERNING LAW

Except as otherwise expressly stated herein, this Letter of Credit is subject to and governed by the Law of the State of New York and ICC Publication No. 500 and, in the event of any conflict, the Law of the State of New York will control. If this Letter of Credit expires during an interruption of business as described in Article 17 of ICC Publication No. 500, we agree to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business.

Very Truly Yours,
JPMorgan Chase Bank N A

By:



Authorized Signature

(b)(6)

PAYMENT CERTIFICATE AND DRAFT

To:
JPMorgan Chase Bank, N.A.
Standby Letter of Credit Unit
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, Illinois 60606-0236

Re: Irrevocable Letter of Credit No.: CTCS-286936

The undersigned, a duly authorized officer of the undersigned Beneficiary, hereby certifies to JPMorgan Chase Bank, N.A. (the "Bank"), with reference to the Irrevocable Letter of Credit No.: CTCS-286936 (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows:

(1) [As a payment of an Installment (as defined in the Note) under the Note shall be or was due on December 10, 20[___], the Beneficiary is making a draw under the Letter of Credit in the amount of Twenty-Four Million Dollars (US\$24,000,000), equal to the amount of the Installment, payable to the Beneficiary on the later of (a) said December 10 (or, if said December 10 is not a Banking Day, on the next succeeding Banking Day) and (b) one Banking Day after delivery by the Beneficiary of this Payment Certificate and Draft.]

OR

[As a Credit Default (as defined in the Note) under the Note has occurred, the Beneficiary is making a draw under the Letter of Credit in an amount equal to US\$[], which is equal to the current Stated Amount of the Letter of Credit.]

OR

[As a Letter of Credit Event (as defined in the Note) under the Note has occurred, the Beneficiary is making a draw under the Letter of Credit in an amount equal to US\$[], which is equal to the current Stated Amount of the Letter of Credit.]

OR

[As a Payment Default (as defined in the Note) under the Note has occurred, the Beneficiary is making a draw under the Letter of Credit in an amount equal to US\$[], which is equal to the current Stated Amount of the Letter of Credit.]

OR

[As a Compliance Certificate Default (as defined in the Note) under the Note has occurred, the Beneficiary is making a draw under the Letter of Credit in

(Page 2 of ANNEX A)

PAYMENT CERTIFICATE AND DRAFT

an amount equal to US\$[], which is equal to the current Stated Amount of the Letter of Credit.]

OR

[As a Letter of Credit Issuer Default (as defined in the Note) under the Note has occurred, the Beneficiary is making a draw under the Letter of Credit in an amount equal to US\$[], which is equal to the current Stated Amount of the Letter of Credit.]

(2) The amount of this draft does not exceed the amount available to be drawn by the Beneficiary under the Letter of Credit.

The terms used herein which are not specifically defined herein are defined in the Letter of Credit.

Please remit proceeds as follows: [Insert payment instructions, including bank name and ABA routing number and account to be credited.]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Payment Certificate and Draft as of the _____ day of _____.

_____ as Beneficiary

By: _____
[Name and Title]

Annex B

PREPAYMENT DRAW CERTIFICATE

To:
JPMorgan Chase Bank, N.A.
Standby Letter of Credit Unit
300 South Riverside Plaza
Mail Code-0236
Chicago, Illinois 60606-0236

Re: Irrevocable Letter of Credit No.: CTCS-286936

The undersigned, a duly authorized officer of the undersigned Beneficiary, hereby certifies to JPMorgan Chase Bank, N.A. (the "Bank"), with reference to the Irrevocable Letter of Credit No.: CTCS-286936 (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows:

As Applicant has delivered a Prepayment Notice (as defined under the Note) to the Beneficiary specifying a prepayment in the amount of US\$[], the Applicant is making a draw under the Letter of Credit payable to the Beneficiary in such amount, payable to the Beneficiary on the next succeeding Banking Day.

The amount of this draft does not exceed the amount available to be drawn under the Letter of Credit.

The terms used herein which are not specifically defined herein are defined in the Letter of Credit.

Please remit proceeds as follows: **[Insert payment instructions, including bank name and ABA routing number and account to be credited].**

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Prepayment Draw Certificate as of the _____ day of _____.

as Beneficiary

By: _____
[Name and Title]

CERTIFICATE OF TRANSFER

Request for a **Full Transfer** of the below
referenced **Letter of Credit**

JPMorganChase

Date: _____

Reference: _____

(Issuing Bank's Letter of Credit Number)

To: JP Morgan Chase Bank, N.A. and/or its subsidiaries and/or
affiliates. "Transferring Bank"

(Advising Bank's Reference Number, if applicable)

We, the undersigned "First Beneficiary", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to the following party who is the holder and beneficial owner of the Note:

(Print Name and complete address of the Transferee) "Second Beneficiary"

Advise through:

(Print Name/address of Second Beneficiary's Bank, if known – if left blank, the Transferring Bank will select the advising bank)

In accordance with UCP 500 Article 48 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Credit are transferred to the Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original Credit, including amendments to this date, is attached and the undersigned First Beneficiary requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned First Beneficiary acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Second Beneficiary.

If you agree to these instructions, please advise the Second Beneficiary of the terms and conditions of the transferred Credit and these instructions.

Payment of transfer fee calculated at the greater of (i) 1/4 of 1% of the amount of the transfer but in any event not more than US\$500, or (ii) US\$150.00.

- Debit our DDA with JPMorgan Chase Bank, N.A. Account No. _____
- Cashier check enclosed for \$ _____
- Remitting by Fed Funds to JPMorgan Chase Bank, N.A., New York ABA No.021000021 for Account No. 324331754 under JPMorgan Chase Bank, N.A. Reference No. _____

We, the undersigned First Beneficiary, agree to pay you on demand any expense or cost you may incur in connection with the transfer. Receipt of such shall not constitute consent by you to effect the transfer.

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations, and (iv) the Second Beneficiary is a nationally recognized financial institution that is the holder and beneficial owner of the Note referenced in the Credit.

We further agree to indemnify and hold harmless you and each of your directors, officers and employees (each an "Indemnitee" and collectively, "Indemnitees") from and against any losses, damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to which any Indemnitee may be subject or which any Indemnitee may incur, directly or indirectly, arising out of or relating to (i) any breach by us of the representations and warranties herein; and (ii) our failure to remit to you, upon demand, funds paid to us despite the Transfer.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to the same International Chamber of Commerce Publication as and if stipulated in the Credit (and the ISP 98 if not so stipulated) and is subject to and shall be governed by the laws of the State of New York, without regard to principles of conflict of laws. The undersigned submits to the nonexclusive jurisdiction of any federal court located in the Borough of Manhattan, City of New York, New York, for itself and its property and agrees that any such court shall be a proper forum for any action or suit brought by you.

Sincerely yours,

(Print Name of First Beneficiary)

(Print Authorized Signers Name and Title)

(Authorized Signature)

(Print Second Authorized Signers Name and Title, if required)

(Second Authorized Signature, if required)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED
Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement.
_____ (Print Name of Bank)
_____ (Address of Bank)
_____ (City, State, Zip Code)
_____ (Print Name and Title of Authorized Signer)
_____ (Authorized Signature)
_____ (Telephone Number)
_____ (Date)

Annex D

REDUCTION CERTIFICATE

To:

JPMorgan Chase Bank, N.A.
Standby Letter of Credit Unit
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, Illinois 60606-0236

Re: Irrevocable Letter of Credit No.: CTCS-286936

The undersigned, a duly authorized officer of the undersigned Beneficiary, hereby certifies to JPMorgan Chase Bank, N.A. (the "Bank"), with reference to the Irrevocable Letter of Credit No.: CTCS-286936 (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows:

As Applicant has made a prepayment to the Beneficiary under the Note in the amount of US\$[], the Stated Amount under the Letter of Credit shall be decreased by such amount.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Reduction Certificate as of the _____ day of _____.

As Beneficiary

By: _____
[Name and Title]