

Confidential Treatment Requested

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is made and entered into as of October 12, 2006, by and among the Federal Deposit Insurance Corporation in its corporate capacity (the "Corporation"), the Federal Deposit Insurance Corporation in its capacity as receiver for Superior Bank FSB (the "Receiver"), the Federal Deposit Insurance Corporation in its capacity as conservator for Superior Federal Bank FSB (the "Conservator"), the Federal Deposit Insurance Corporation in its capacity as manager for the FSLIC Resolution Fund (the "Manager"), Asworth, L.L.C., a Delaware limited liability company (as a successor in interest to Asworth Corporation, a Nevada corporation, and, together with Asworth Corporation, "Asworth"), SBLC, L.L.C., a Delaware limited liability company ("SBLC") and SBIA, L.L.C. a Delaware limited liability company ("SBIA").

WITNESSETH

WHEREAS, the Corporation, the Receiver, the Conservator, the Manager, the United States Department of the Treasury Office of Thrift Supervision, Asworth Corporation, Coast-to-Coast Financial Corporation, a Nevada corporation, Superior Holdings Inc., a Nevada corporation, UBH, Inc., a Nevada corporation, and Coast Partners, an Illinois general partnership, made and entered into that certain "Agreement" (together with the Appendix and all Exhibits thereto, the "Agreement") as of the 10th day of December 2001;

WHEREAS, pursuant to the Agreement, Asworth paid the amount of One Hundred Million Dollars (\$100,000,000) to an account designated by the Corporation on December 10, 2001, made a Promissory Note dated December 10, 2001 (the "Existing Note") in the initial principal amount of Three Hundred Sixty Million Dollars (U.S.\$360,000,000) payable to the Federal Deposit Insurance Corporation in all of its capacities under the Agreement (the "FDIC") and provided a letter of credit dated December 10, 2001 (the "Existing Letter of Credit") in favor of the FDIC with an initial principal amount equal when established to one-half of the initial principal amount of the Existing Note;

WHEREAS, Asworth has timely made aggregate principal payments on the Existing Note in the amount of Ninety-Six Million Dollars (U.S.\$96,000,000) through the date of this Assignment Agreement, and the remaining outstanding principal balance of the Existing Note is Two Hundred Sixty-Four Million Dollars (U.S.\$264,000,000);

WHEREAS, Asworth proposes to assign to SBLC its rights and obligations under the Agreement (other than Asworth's rights and obligations under Article III of the Agreement), the Existing Note and the Existing Letter of Credit, and SBLC proposes to accept such assignment;

WHEREAS, Asworth proposes to assign to SBIA its rights and obligations under Article III of the Agreement, and SBIA proposes to accept such assignment; and

WHEREAS, the FDIC, in consideration of, among other things, a replacement of the Existing Note and of the Existing Letter of Credit that will have a stated amount equal upon establishment to the full remaining outstanding principal balance of the Existing Note, proposes to consent to such assignments to SBLC and SBIA and to the substitution of the new letter of credit to replace the Existing Letter of Credit and a new note to replace the Existing Note in connection with such assignment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

ARTICLE I ASSIGNMENT; NOVATION

Section 1.01. Asworth hereby assigns, transfers and conveys to SBLC, for good and valuable consideration hereby acknowledged, all rights, interests, benefits and obligations of Asworth under the Agreement (other than Asworth's rights, interests, benefits and obligations under Article III of the Agreement), the Existing Note and the Existing Letter of Credit; all such rights, interests, benefits and obligations shall be and become the rights, interests, benefits and obligations of SBLC to the same extent and with the same effect as if SBLC had been named as a party to the Agreement, the Existing Note and the Existing Letter of Credit instead of Asworth.

Section 1.02. SBLC hereby accepts and assumes all of Asworth's rights, interests, benefits and obligations under the Agreement (other than Asworth's rights, interests, benefits and obligations under Article III of the Agreement), the Existing Note and the Existing Letter of Credit, to the same extent and with the same effect as if SBLC had been named as a party to the Agreement, the Existing Note and the Existing Letter of Credit instead of Asworth.

Section 1.03. Asworth hereby assigns, transfers and conveys to SBIA, for good and valuable consideration hereby acknowledged, all rights, interests, benefits and obligations of Asworth under Article III of the Agreement; all such rights, interests, benefits and obligations shall be and become the rights, interests, benefits and obligations of SBIA to the same extent and with the same effect as if SBIA had been named as a party to Article III of the Agreement instead of Asworth.

Section 1.04. SBIA hereby accepts and assumes all of Asworth's rights, interests, benefits and obligations under Article III of the Agreement, to the same extent and with the same effect as if SBIA had been named a party to Article III of the Agreement instead of Asworth, and agrees to assume and be bound by the obligations and rights in Sections 4.14(a), (b), (c), (d), (f), (g), (h), (m) and (o) of the Agreement to the same extent and with the same effect as if SBIA had been named a party to the Agreement as of the date of the Agreement.

Section 1.05. All references to Asworth or "Payor" in the Agreement (other than in Article III of the Agreement), the Existing Note and the Existing Letter of Credit shall be deemed to be references to SBLC from and after the date hereof. All references to Asworth or "Payor" in Article III of the Agreement shall be deemed to be references to SBIA from and after the date hereof. All references to "Payor" in Sections 4.14(a), (b), (c), (d), (f), (g), (h), (m) and (o) of the Agreement shall be deemed to be references in each case to SBLC and SBIA, as applicable.

Section 1.06. The FDIC represents that it is the “Holder” of the Existing Note (as defined in the Existing Note) and the beneficiary under the Existing Letter of Credit. The FDIC hereby accepts and approves SBLC as a Successor Obligor and a Substitute Obligor for purposes of the Agreement and the Existing Note, accepts and approves the Replacement Note, as defined below (which includes changes from the Existing Note to reflect the substitution of SBLC as Payor under the Replacement Note), and accepts and approves the Replacement Letter of Credit, as defined below, as a replacement of and substitution for the Existing Letter of Credit in accordance with Section 4.01(a) of the Agreement. The FDIC hereby acknowledges and consents to the assignments to SBLC made in this Article I and acknowledges and recognizes SBLC as Payor and assignee in accordance with this Article I, including the novation, succession and substitution of SBLC as Payor under the Existing Note for all purposes. The FDIC hereby acknowledges and consents to the assignments to SBIA made in this Article I and acknowledges and recognizes SBIA as Payor and assignee in accordance with this Article I. The FDIC hereby irrevocably and completely releases Asworth from all of its obligations under the Agreement, the Existing Note and the Existing Letter of Credit, including the obligation to deliver an audited consolidated balance sheet and related statements of operations, stockholders’ equity and cash flows for the fiscal year ended December 31, 2005.

ARTICLE II DELIVERIES

Section 2.01. Contemporaneous with the execution of this Assignment Agreement and against the FDIC’s deliveries under Section 2.02, SBLC shall

- (a) execute and deliver to the FDIC a new Promissory Note in the form attached to this Assignment Agreement as Exhibit A (the “Replacement Note”) to replace the Existing Note; and
- (b) cause to be delivered to the FDIC a new Letter of Credit in the form of Appendix 3 to the Replacement Note (the “Replacement Letter of Credit”) to replace the Existing Letter of Credit.

Section 2.02. Contemporaneous with the execution of this Assignment Agreement and against SBLC’s deliveries under Section 2.01, the FDIC shall

- (a) return the Existing Note to Asworth marked “CANCELLED;” and
- (b) execute and deliver to Asworth a letter substantially in the form of Exhibit C to this Assignment Agreement accompanied by the Existing Letter of Credit.

ARTICLE III MISCELLANEOUS

Section 3.01.

SBLC and SBIA, as applicable, hereby designate the following addresses for notices to Payor pursuant to Section 4.12 of the Agreement:

(a) To Payor for all purposes other than Article III of the Agreement:

SBLC, L.L.C.
71 South Wacker Drive
Suite 4600
Chicago, IL 60606
Attention: Glen Miller

With a copy to:

John C. Murphy, Jr.
Cleary Gottlieb Steen & Hamilton LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1801

(b) To Payor for purposes of Article III of the Agreement:

SBIA, L.L.C.
71 South Wacker Drive
Suite 4600
Chicago, IL 60606
Attention: Glen Miller

With a copy to:

John C. Murphy, Jr.
Cleary Gottlieb Steen & Hamilton LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1801

Section 3.02. Each of Asworth, L.L.C., SBLC and SBIA represents and warrants to the FDIC, and the FDIC represents and warrants to each of Asworth, L.L.C., SBLC and SBIA (which representations and warranties in each case shall survive the execution of this Agreement and the consummation of the transactions hereunder):

(a) It is organized and existing under the laws applicable to its formation and existence.

(b) It has power and authority to execute and deliver this Assignment Agreement and the other agreements and documents it is required to execute and deliver pursuant to the terms of this Assignment Agreement (together with this Assignment Agreement, the "Transaction Documents") and to perform the Transaction Documents in accordance with their terms. It has taken all necessary action to authorize the execution and delivery of the Transaction Documents and the transactions contemplated by the Transaction Documents.

(c) The execution, delivery and performance by it of the Transaction Documents will not violate any provision of any applicable law, regulation, writ, order or

decree by which it is bound or cause a breach of its organizational documents or authority.

(d) No governmental approval or other third party consent is required in connection with the execution, delivery or performance by it of the Transaction Documents, except for such approvals or consents as have been obtained.

(e) The Transaction Documents are its valid and binding obligations, enforceable against it.

Section 3.03. The section headings in this Assignment Agreement are for convenience only and shall not affect the construction of this Assignment Agreement.

Section 3.04. The terms and provisions of this Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties to this Assignment Agreement and their successors in interest. Nothing in this Assignment Agreement, express or implied, shall give to any person or entity, other than the parties to this Assignment Agreement and their successors in interest, any benefit, legal or equitable right, remedy or claim, nor impose any legal or other restrictions or obligations upon any person or entity that is not a party to this Assignment Agreement.

Section 3.05. **TO THE EXTENT THIS ASSIGNMENT AGREEMENT IS NOT CONTROLLED BY FEDERAL LAW, THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD OTHERWISE REFER THE GOVERNANCE OF THIS ASSIGNMENT AGREEMENT TO THE LAW OF ANY OTHER JURISDICTION).**

Section 3.06. This Assignment Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same document.

Section 3.07. This Assignment Agreement may not be amended except by a writing duly executed and delivered by each of the parties to this Assignment Agreement.

Section 3.08. All of the parties to this Assignment Agreement and their respective counsel mutually contributed to the preparation of, and/or have had the opportunity to review and revise this Assignment Agreement. Accordingly, no provision of this Assignment Agreement shall be construed against any party to this Agreement because that party or its counsel drafted the provision.

Section 3.09. The parties to this Assignment Agreement agree to cooperate with reasonable efforts to effectuate the terms of this Assignment Agreement.

Section 3.10. Nothing contained in this Assignment Agreement shall constitute or be construed as an amendment of the Agreement, the Agency Parties Release or the Superior Parties Release, all of which remain in full force and effect.

Section 3.11. Except as expressly provided in this Section, each party shall pay its own costs and expenses incurred in connection with this Assignment Agreement and the

IN WITNESS WHEREOF, the parties to this Assignment Agreement have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

Federal Deposit Insurance Corporation, in all of its capacities under the Agreement:

(b)(6)

[Redacted Signature Box]

By: _____
Name: *JAMES A WIGAND*
Title: *DEPUTY DIRECTOR
FRANCHISE AND ASSET MARKETING
BRANCH*

Asworth, L.L.C. (as successor in interest to Asworth Corporation)

By: _____
Name:
Title:

SBLC, L.L.C.

By: _____
Name:
Title:

SBIA, L.L.C.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties to this Assignment Agreement have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

Federal Deposit Insurance Corporation, in all of its capacities under the Agreement:

By:
Name:
Title:

Asworth, L.L.C. (as successor in interest to Asworth Corporation)

(b)(6)

By: *[Signature]*
Name: *Jon Bakker*
Title: *Vice President*

(b)(6)

SBLC, L.L.C.

By:
Name: Glen Miller
Title: Vice President

(b)(6)

SBIA, L.L.C.

By:
Name: Glen Miller
Title: Vice President

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Exhibit A

Form of Note

PROMISSORY NOTE

U.S.\$264,000,000.00

October 12, 2006

FOR VALUE RECEIVED, SBLC, L.L.C., a Delaware limited liability company (the "Payor"), by this promissory note (including the Appendices hereto, this "Note") hereby promises to pay to the order of the Federal Deposit Insurance Corporation in all of its capacities under the Agreement (as defined in Appendix 1 hereto) (the "Holder") the principal sum of Two Hundred Sixty-Four Million Dollars (U.S.\$264,000,000.00) as hereinafter provided, without interest. This Note shall be deemed to be the Note referenced in the Agreement.

Installments. The principal hereof shall be payable in equal annual installments (each, an "Installment") of Twenty-Four Million Dollars (U.S.\$24,000,000.00) in cash on or before each December 10, commencing December 10, 2006 and ending (unless earlier prepaid) on December 10, 2016, provided, that if, in any year, December 10 is not a Business Day (as defined in Appendix 1 hereto), then the Installment otherwise due on such December 10 shall be due on the next succeeding Business Day. Each Installment under this Note shall be payable in accordance with the Letter of Credit (as defined in Appendix 1 hereto) by presentment to the Letter of Credit Issuer (as defined in Appendix 1 hereto) of a properly completed Payment Certificate and Draft (as defined in Appendix 1 hereto), which presentment shall be made no earlier than the December 5 prior to the December 10 (or, if December 10 is not a Business Day, the next succeeding Business Day) on which such Installment is due.

Annual Compliance Certificate. The Payor shall at all times remain a Special Purpose Entity, as defined in the form of the Annual Compliance Certificate (as hereinafter defined). On December 1 of each calendar year (or the next succeeding Business Day if December 1 is not a Business Day), the Payor shall deliver to the Holder a certificate, duly executed and completed by an officer of the Payor, in the form attached as Appendix 2 hereto (each such certificate, an "Annual Compliance Certificate"). In the event the Payor fails to deliver to the Holder a duly executed and completed Annual Compliance Certificate when due and the Holder gives written notice to the Payor of such failure, if the Payor fails to deliver to the Holder a duly executed and completed Annual Compliance Certificate by the date that is fifteen (15) Business Days after such notice from the Holder (a "Compliance Certificate Default"), the entire then outstanding amount of this Note shall become immediately due and payable, without any further action on the part of the Holder, and the Holder shall have the right to draw the full amount of the Letter of Credit.

Payment Default. A default on this Note shall occur if any Installment is not paid in full on or before the date on which it is due, provided, however, that the failure by the Holder to

make a draw on the Letter of Credit (including failure of the Holder to present timely a properly completed Payment Certificate and Draft to the Letter of Credit Issuer) shall not result in a Payment Default (as hereinafter defined) or a default by the Payor under the Agreement or this Note nor shall any such failure require the Payor to make any payment to the Holder under the Agreement or this Note. If a default in payment occurs and is continuing and the Payor fails, within five (5) Business Days after notice by the Holder of the same, to cure such default by making a direct payment or causing the Letter of Credit Issuer to make a payment to the Holder in an amount equal to such Installment (a "Payment Default"), the entire then outstanding principal amount of this Note shall become immediately due and payable, without any further action on the part of the Holder, and the Holder shall have the right to draw the full amount of the Letter of Credit. Following the occurrence of any default in payment by the Letter of Credit Issuer (including any default that is cured), the Holder may elect by written notice to the Payor to require the Payor to provide the Holder with a new Letter of Credit in an amount equal to the then outstanding principal amount of this Note. If the Payor fails to provide such replacement letter of credit by the date that is ninety (90) Business Days after notice from the Holder (a "Letter of Credit Issuer Default") the entire then outstanding amount of this Note shall become immediately due and payable, without any further action on the part of the Holder, and the Holder shall have the right to draw the full amount of the Letter of Credit.

Credit Default. The Payor shall provide the Holder with written notice within five (5) Business Days of the occurrence of any Credit Default (as defined in Appendix 1 hereto). If a Credit Default occurs the entire then outstanding principal amount of this Note shall become immediately due and payable, without any further action on the part of the Holder, and the Holder may draw the full amount of the Letter of Credit. Until such time as the debt under this Note is extinguished, the Holder agrees not to cause the filing of a petition in bankruptcy against the Payor for any reason whatsoever other than failure to pay or cause to be paid amounts due to the Holder under this Note (including amounts to be paid by any Letter of Credit Issuer) as and when the same shall become due and payable in accordance with this Note (after giving effect to any applicable cure period).

Form of Payment. Payment of Installments in respect of this Note shall be made by draws under the Letter of Credit as described above in the lawful currency of the United States, provided, however, that in the event any payment hereunder is made other than pursuant to a draw under the Letter of Credit, such payment shall be made by wire transfer of immediately available funds to the following account or such other account as may, from time to time, be designated by the Holder in writing:

	Bank:	Federal Home Loan Bank of Chicago
(b)(4)	Routing:	<input type="text"/>
	For Credit To:	FDIC National Liquidation Account
(b)(4)	Account#:	<input type="text"/>
	Other Beneficiary Information (OBI):	Superior – FIN 6004
(b)(2),(b)(6)	Attention:	<input type="text"/>

Prepayment. This Note may be prepaid, in whole or in part, at any time and without fee or charge at the sole election of the Payor. Each prepayment shall be initiated by the delivery of

a written notice from the Payor to the Holder specifying the amount of such prepayment (a “**Prepayment Notice**”). The Holder shall, within fifteen (15) Business Days after receipt of a Prepayment Notice, deliver to the Letter of Credit Issuer a Prepayment Draw Certificate (as defined in Appendix I hereto) in the amount specified in the Payor’s Prepayment Notice. In the event that the Holder fails timely to deliver a Prepayment Draw Certificate to the Letter of Credit Issuer in accordance with the immediately preceding sentence, the Payor shall have the right to make the prepayment designated in the Prepayment Notice directly to the Holder, and upon receipt of such direct payment, the Holder shall within two (2) Business Days deliver to the Letter of Credit Issuer a Reduction Certificate (as defined in Appendix 1 hereto), with a copy to the Payor, instructing the Letter of Credit Issuer to decrease the stated amount of the Letter of Credit by the amount of such direct payment.

Reductions Binding. All reductions in the principal amount of this Note effected by payment of Installments, partial repayment or prepayment, in whole or in part, shall be binding upon any and all future holders of this Note or an interest in this Note, whether or not any such payment is noted on this Note.

Letter of Credit. The obligations of the Payor under this Note are, and at all times for so long as any principal amount under this Note remains outstanding shall be, enhanced by a Letter of Credit in the full amount of this Note.

JPMorgan Chase Bank, N.A., has established a Letter of Credit dated the date of this Note, in favor of the Holder in an initial amount equal to the initial principal amount of this Note (\$264,000,000).

Ratings Requirement. The Payor will monitor the credit ratings assigned to the Letter of Credit Issuer (or to the Note in the case of a Letter of Credit issued under clause (e), (f) or (g) of the definition of Letter of Credit) by each of Moody’s (as defined in Appendix 1 hereto) and S&P (as defined in Appendix 1 hereto) or Best (as defined in Appendix 1 hereto) in the case of an insurance company issuer of a Letter of Credit at least once during the first week of each month, and within five (5) Business Days thereafter shall notify the Holder in writing of the occurrence of any Ratings Trigger (as defined in Appendix 1 hereto). The Holder may give written notice to the Payor if the Holder becomes aware of the occurrence of any Ratings Trigger. In the event that a Ratings Trigger occurs and is continuing, the Payor shall within ninety (90) Business Days after the earlier of (a) Payor’s notice of the occurrence of a Ratings Trigger and (b) the Holder’s notice of the occurrence of a Ratings Trigger, provide the Holder with a new Letter of Credit in an amount equal to the then outstanding principal amount of this Note. If the Payor fails, within such ninety (90) Business Day period, to provide the Holder with a replacement Letter of Credit (any such failure, a “**Letter of Credit Event**”), the entire then outstanding principal amount of this Note shall become immediately due and payable, without any action on the part of the Holder, and the Holder may draw the full amount of the Letter of Credit.

Letter of Credit Renewal. In the event the Letter of Credit Issuer elects not to extend the Letter of Credit for a one year period upon the then current expiration date of the Letter of Credit, which election shall not be effective unless the same is made in accordance with the terms of the Letter of Credit by written notice to both the Payor and the Holder at least one hundred twenty (120) days prior to the then current expiration date of the Letter of Credit, then the Payor shall, by

the date that is thirty (30) days prior to the then current expiration date, provide the Holder with a new Letter of Credit in an amount equal to the then outstanding principal amount of this Note. The Holder shall cooperate using reasonable efforts to facilitate the establishment by the Payor of any new Letter of Credit required pursuant to the operation of this paragraph, provided, however, that nothing contained herein shall require the Holder to waive any rights it may have. If the Payor fails, on or prior to the date that is thirty (30) days prior to the then current expiration date of the Letter of Credit, to provide the Holder with a renewal of the existing Letter of Credit or a new Letter of Credit, as applicable (any such failure, a “**Letter of Credit Event**”), the entire then outstanding principal amount of this Note shall become immediately due and payable, without any action on the part of the Holder, and the Holder may draw the full amount of the Letter of Credit.

Transferability. This Note may be transferred or assigned, in whole but not in part, at any time and from time to time to a nationally recognized financial institution; provided, however, that this Note and the Letter of Credit shall at all times be owned and held for the benefit of the same entity and, provided further, that the transferor shall make any such transfer in accordance with any and all applicable laws. The Payor shall not give effect to any transfer or assignment of this Note that does not comply with the foregoing sentence. Any permitted transfer or assignment of this Note may only be effected by written notice to the Payor from the transferor Holder accompanied by a copy of the documents of transfer (which shall identify the transferee and its address), and, upon receipt of such notice and documents of transfer, the Payor shall treat the transferee as the Holder of this Note for all purposes. THIS NOTE IS NOT A NEGOTIABLE INSTRUMENT.

Notices. Any notice or other communication required or permitted to be given to the Payor pursuant to this Note shall be given in writing and delivered in person against receipt therefor sent by courier service with confirmation of delivery or sent by certified mail, postage prepaid, with return receipt to the address for the Payor set forth below or at such other address as the Payor shall designate in writing to the Holder, and shall be deemed given when received by the Payor as evidenced by the applicable receipt or confirmation of delivery.

Payor:

SBLC, L.L.C.
71 South Wacker Drive
Suite 4600
Chicago, IL 60606
Attention: Glen Miller

With a copy to:

John C. Murphy, Jr.
Cleary Gottlieb Steen & Hamilton LLP
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-1801

Amendments; Waivers. This Note may not be amended except by a writing duly executed and delivered by the Holder and the Payor. No waiver of any term or condition contained in this Note shall be effective unless made or confirmed in writing by the party alleged

to have waived the right. Unless that writing expressly states otherwise, no such waiver shall be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Note.

Waiver of Demand, etc. Except as otherwise provided herein, the Payor hereby waives demand, diligence, presentment, protest and notice of protest and notice of every other kind in respect of this Note.

Headings. The section headings in this Note are for convenience only and shall not affect the construction of this Note.

Conflicts. In the event of any conflict between the terms of this Note and the terms of the Agreement as the same relate to this Note or the Letter of Credit, the terms of this Note shall control.

Attorney Costs; Expenses. The Payor agrees to pay the Holder for all reasonable costs and expenses (including the fees and disbursements of any outside counsel to the Holder) incurred in connection with the enforcement of this Note, provided, that the Holder shall have prevailed in any such enforcement proceeding. In the event that the Payor proposes a similar undertaking under clause (c) or (d) of the definition of Letter of Credit or an alternative form of security under clause (e), (f) or (g) of the definition of Letter of Credit, the Payor shall reimburse the Holder for its reasonable outside counsel fees and expenses in connection with the Holder's review and approval of such similar undertaking or alternative form of security, as applicable.

Governing Law. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT REFER THE GOVERNANCE OF THIS NOTE TO THE LAW OF ANY OTHER JURISDICTION).**

Remainder of Page Intentionally Left Blank

SBLC, L.L.C.

By:
Name:
Title:

Defined Terms

“**Agreement**” means that certain Agreement dated as of December 10, 2001 (including appendices, schedules and exhibits thereto), 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. (in each case, a successor in interest to Asworth Corporation, a Nevada corporation), Coast-to-Coast Financial Corporation, a Nevada corporation, Superior Holdings, Inc., a Nevada corporation, UBH, Inc., a Nevada corporation and Coast Partners, an Illinois general partnership.

“**Alternative Requirements**” means with respect to any alternative form of security proposed under clause (e), (f) or (g) of the definition of Letter of Credit, an arrangement that provides the Holder with the same protections as are provided under the letter of credit in the form of Appendix 3 to this Note, including, without limitation, that such alternative form of security:

- (a) is irrevocable once established;
- (b) provides the Holder with the right to make annual draws from the issuer for the payment of Installments (or, in the case of an escrow account, from the collateral);
- (c) is automatically renewable no more frequently than annually until the Note is paid in full (unless at least one hundred twenty (120) days prior to its annual expiration date (if any), the issuer or escrow agent, as applicable, gives notice of nonrenewal to the Holder and the Payor);
- (d) provides that Installments payable by an issuer of the alternative form of security are to be paid from the funds of the issuer (not the Payor or any other person);
- (e) provides that the obligations of the issuer of the alternative form of security to make payments or the escrow agent to disburse funds, as applicable, are in no way contingent upon reimbursement; and
- (f) in the case of an escrow account,
 - (i) Installments payable shall be paid from the collateral deposited into the escrow account for the benefit of the Holder (not other funds of the Payor or any other person), and the Payor’s only rights and interest in such escrow account shall be contractual in accordance with the escrow agreement, which shall incorporate the terms set forth below;

- (ii) the collateral shall be distributable only to or at the request of the Holder (provided, that collateral shall be released to the Payor in the event the Payor, in accordance with the terms of the Note, makes a direct Prepayment or payment of an Installment to cure any failure by the escrow agent to pay such Installment, but only to the extent that the remaining collateral is at least equal to the then outstanding principal amount of the Note) until the Note is paid in full (with the Holder entitled to draw rights comparable to the draw rights it has under the letter of credit in the form of Appendix 3 to this Note);
- (iii) the escrow agent may not have a lien on the collateral (including a lien for fees and other amounts due to the agent);
- (iv) the Holder shall not be required to indemnify the agent or any other person or pay any fees or expenses of such agent, and
- (v) the escrow account shall be a bankruptcy remote account (i.e., not subject to substantive consolidation with the assets of the Payor, the agent or any of their respective affiliates), and the Payor shall, if requested, at the Payor's expense, provide the Holder with a legal opinion from counsel acceptable to the Holder to such effect.

“Annual Compliance Certificate” has the meaning given in the paragraph entitled “Annual Compliance Certificate” in this Note.

“Best” means A.M. Best Company.

“Business Day” means a day on which banking institutions are not required or permitted by applicable law, regulation or executive order to be closed for business in Chicago, Illinois, New York, New York or Washington, D.C., provided, that Business Day shall not include a day on which (i) normal banking operations in Chicago, Illinois, New York, New York or Washington, D.C. are disrupted by any outbreak or escalation of hostilities or other local, national or international calamity or crisis, including, without limitation, by acts of terrorism or sabotage or natural disaster, or any other disruption in the financial markets of the United States, (ii) there is a suspension or material limitation of trading or pricing on the New York Stock Exchange, the American Stock Exchange, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange, the Chicago Board of Trade or The Nasdaq Stock Market or (iii) there is in effect a declaration of a banking moratorium by any federal or state authorities.

“Compliance Certificate Default” has the meaning given in the paragraph entitled “Annual Compliance Certificate” in this Note.

“Credit Default” means:

- (a) the entry by a court of competent jurisdiction of a decree or order (i) for relief in respect of the Payor in an involuntary case or proceeding under Title 11, U.S. Code or any similar or successor federal, state or foreign law for the relief of debtors (“Bankruptcy Law”) or (ii) adjudging the Payor as bankrupt or insolvent, or approving as properly filed a petition

seeking reorganization, arrangement, adjustment or composition of or in respect of the Payor under any applicable Bankruptcy Law, or appointing a receiver, trustee, assignee, liquidator, custodian or sequestrator under any applicable Bankruptcy Law of the Payor or of any substantial part of the property of the Payor, or ordering the winding up or liquidation of the affairs of the Payor, and, in each case, the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive calendar days; or

(b) (i) the commencement by the Payor of a voluntary case or proceeding under any applicable Bankruptcy Law or of any other case or proceeding seeking relief from the claims of its creditors, (ii) the consent by the Payor to the entry of a decree or order for relief in respect of the Payor in an involuntary case or proceeding under any applicable Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against the Payor, (iii) the filing by the Payor of a petition or answer or consent seeking reorganization of or relief from claims under any applicable Bankruptcy Law, (iv) the consent by the Payor to the filing of any such petition or to the appointment of or taking possession by a receiver, trustee, assignee, liquidator, custodian or sequestrator under any applicable Bankruptcy Law of the Payor or of any substantial part of the property of the Payor, or the winding up or liquidation of Payor's affairs, (v) the admission in writing by the Payor that it is unable to pay its debts as they become due, or (vi) the making by the Payor of an assignment for the benefit of its creditors.

"G-10 Country" means each of Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Sweden, Switzerland and the United Kingdom.

"Holder" has the meaning given in the first paragraph of this Note.

"Installment" has the meaning given in the paragraph entitled "Installments" in this Note.

"Letter of Credit" means:

(a) a letter of credit substantially in the form of Appendix 3 to this Note or such other form of letter of credit that is in form and substance reasonably acceptable to the Holder, and issued by a bank organized in the United States that is one of the twenty-five largest banks in the United States (based on total assets), that permits draws on such letter of credit to be made within a state of the United States other than Alaska or Hawaii, that is not affiliated with the Payor and that meets the Ratings Requirement;

(b) if the Payor certifies to the Holder that notwithstanding the exercise by the Payor of good faith reasonable efforts to do so the Payor has not been able to obtain a letter of credit from a bank that is one of the twenty-five largest banks in the United States (based on total assets) on commercially reasonable terms, Letter of Credit shall mean a letter of credit substantially in the form of Appendix 3 to this Note or such other form of letter of credit that is in form and substance reasonably acceptable to the Holder, and issued by a bank organized in the United States, that permits draws on such letter of credit to be made within a state of the United States other than Alaska or Hawaii, that is not affiliated with the Payor and that meets the Ratings Requirement, provided, that the certification required pursuant to this clause (b) and a

copy of the proposed letter of credit are provided to the Holder at least forty-five (45) days prior to the date on which such letter of credit is to become effective;

(c) if a letter of credit is Unavailable to the Payor from a bank organized in the United States that satisfies the requirements of clause (a) or clause (b) above, then (and only then) Letter of Credit shall mean a letter of credit substantially in the form of Appendix 3 to this Note or such other form of letter of credit that is in form and substance reasonably acceptable to the Holder, and issued by a bank organized in a G-10 Country, that permits draws on such letter of credit to be made within a state of the United States other than Alaska or Hawaii, and that is not affiliated with the Payor and that meets the Ratings Requirement, provided, that at least seventy-five (75) days prior to the date on which such letter of credit is to become effective, the Payor has notified the Holder that the Payor will be proposing such letter of credit pursuant to this clause (c), together with a reasonably detailed explanation as to why the Payor is entitled to do so, and at least sixty (60) days prior to the date on which such letter of credit is to become effective, the Payor shall provide the Holder the identity of the issuer and a copy of the proposed letter of credit;

(d) if a letter of credit is Unavailable to the Payor from a bank that satisfies the requirements of clause (a), (b) or (c) above, then (and only then) Letter of Credit shall mean a similar undertaking in form and substance reasonably acceptable the Holder and issued by an insurance company that is not affiliated with the Payor and that has a Best's financial strength rating higher than "A", provided, that at least seventy-five (75) days prior to the date on which such similar undertaking is to become effective, the Payor has notified the Holder that the Payor will be proposing such similar undertaking pursuant to this clause (d), together with a reasonably detailed explanation as to why the Payor is entitled to do so, and at least sixty (60) days prior to the date on which such similar undertaking is to become effective, the Payor shall provide the Holder the identity of the issuer and a copy of the proposed similar undertaking;

(e) if a letter of credit or similar undertaking is Unavailable to the Payor from a bank or insurance company that satisfies the requirements of clause (a), (b), (c), or (d) above, then (and only then) Letter of Credit shall mean an alternative form of security in form and substance reasonably acceptable to the Holder that is issued by a bank that does not meet the Ratings Requirement or an insurance company that does not have a Best's financial strength rating higher than "A" or an escrow account, provided, that in any such case, at the time of delivery of such alternative form of security and thereafter (as hereinafter provided) (i) the Note shall be rated, at the Payor's expense, and the Note shall maintain a credit rating that satisfies the Ratings Requirement (and the Note shall not have a credit rating by any rating agency that is lower than such Rating Requirement), (ii) the issuer or escrow agent shall be reasonably acceptable to the Holder and shall not be affiliated with the Payor, and (iii) the alternative form of security shall satisfy the Alternative Requirements, as applicable, provided, further that the Payor shall notify the applicable rating agency of any material events that could impact the rating of the Note and shall cause the applicable rating agency to review its rating of the Note (x) at least annually within thirty (30) days after the payment of each Installment and (y) within thirty (30) days after any change in the issuer of the alternative form of security or any release or substitution of collateral (other than with respect to the payment of an Installment, which shall be governed by the preceding clause (x)); provided, further, that at least seventy-five (75) days prior to the date on which such alternative form of security is to become effective, the Payor has notified the

Holder that the Payor will be proposing such alternative form of security pursuant to this clause (e), together with a reasonably detailed explanation as to why the Payor is entitled to do so, and at least sixty (60) days prior to the date on which such alternative form of security is to become effective, the Payor shall provide the Holder the identity of the issuer or escrow agent, as applicable, and a copy of the proposed alternative form of security;

(f) if an alternative form of security has been provided to the Holder in accordance with clause (c), (d) or (e) above, any replacement of that instrument to change the issuer or the escrow agent, as applicable, shall be in form and substance substantially the same as the then existing alternative form of security and the replacement issuer or escrow agent, as applicable, shall be reasonably acceptable to the Holder;

(g) if an alternative form of security has been provided to the Holder in accordance with clause (e) or (f) above subsequently becomes Unavailable and the security provided for in clauses (a), (b), (c) and (d) is also Unavailable, then (and only then) Letter of Credit shall mean any other alternative form of security that is provided in accordance with and meets all of the requirements of clause (e) above.

“Letter of Credit Event” means any event defined as a Letter of Credit Event in either the paragraph entitled “Ratings Requirement” or the paragraph entitled “Letter of Credit Renewal” in this Note.

“Letter of Credit Issuer” means JPMorgan Chase Bank, N.A., or any successor thereto, including any issuer of a Letter of Credit given in amendment, addition, replacement or substitution.

“Letter of Credit Issuer Default” has the meaning given in the paragraph entitled “Payment Default” in this Note.

“Moody’s” means Moody’s Investors Service.

“Note” has the meaning given in the first paragraph of this Note.

“Payment Certificate and Draft” shall have the meaning ascribed to such term in the Letter of Credit, completed and executed by the Holder.

“Payment Default” has the meaning given in the paragraph entitled “Payment Default” in this Note.

“Payor” has the meaning given in the first paragraph of this Note.

“Prepayment Draw Certificate” means a Prepayment Draw Certificate, in the form attached to the Letter of Credit, completed and executed by the Holder.

“Prepayment Notice” has the meaning given in the paragraph entitled “Prepayment” in this Note.

“**S&P**” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“**Ratings Trigger**” shall mean (a) with respect to a Letter of Credit issued under clause (a), (b) or (c) of the definition of Letter of Credit, that the credit rating of the Letter of Credit Issuer fails to satisfy the Ratings Requirement, (b) with respect to a Letter of Credit issued under clause (d) of the definition of Letter of Credit, that the insurance company issuer fails to have a Best’s financial strength rating higher than “A” and (c) with respect to a Letter of Credit issued under clause (e), (f) or (g) of the definition of Letter of Credit, that the credit rating of the Note fails to satisfy the Ratings Requirement.

“**Ratings Requirement**” means either a credit rating from Moody’s that is higher than A1 or a credit rating from S&P that is higher than A+; provided that references to Moody’s and S&P shall in each case include any successor or successors thereto and, if such rating agency shall for any reason no longer perform the functions of a securities ratings agency or no longer rates institutions of the same type as the Letter of Credit Issuer, shall be deemed to refer to any other nationally recognized rating agency designated by the Holder by written notice to the Payor (and the Ratings Requirement applicable to such designated rating agency shall be comparable to the Ratings Requirement of the predecessor rating agency).

“**Reduction Certificate**” means a Reduction Certificate, in the form attached to the Letter of Credit, completed and executed by the Holder.

“**Unavailable**” means (a) with respect to a Letter of Credit from a bank organized in the United States, that (i) letters of credit are unavailable from banks organized in the United States by operation of law (i.e., such banks can no longer issue letters of credit to secure obligations such as the Note), or (ii) fewer than three (3) banks organized in the United States that offer letters of credit exist that meet the Ratings Requirement and that are not affiliated with the Payor, (b) with respect to a Letter of Credit from a bank organized in a G-10 Country, that (i) letters of credit are unavailable from banks organized in G-10 countries by operation of law (i.e., such banks can no longer issue letters of credit to secure obligations such as the Note), or (ii) fewer than three (3) such banks that offer letters of credit exist that meet the Ratings Requirement and that are not affiliated with the Payor, and (c) with respect to any other issuer or instrument, that (i) the instrument is unavailable by operation of law to secure obligations such as the Note from that type of issuer or the same type of issuer that provided the existing instrument, or (ii) that there exist fewer than three (3) issuers of that type that offer instruments of the type of the existing instrument.

Form of Annual Compliance Certificate

OFFICER'S CERTIFICATE

The undersigned, _____, the _____ of SBLC, L.L.C., a Delaware limited liability company (the "**Payor**"), pursuant to that certain Promissory Note dated October 12, 2006 (the "**Note**") made by Payor to the order of the Federal Deposit Insurance Corporation in all of its capacities under the 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., a Delaware limited liability company (as assignee of Asworth, L.L.C., successor in interest to Asworth Corporation), Coast-to-Coast Financial Corporation, a Nevada corporation, Superior Holdings, Inc., a Nevada corporation, UBH, Inc., a Nevada corporation and Coast Partners, an Illinois general partnership, hereby certifies to the FDIC, which the undersigned acknowledges is entitled to and intends to rely upon the truthfulness and accuracy of said certifications, as follows:

1. Attached as Attachment 1 hereto is a certificate of good standing of Payor issued by the Secretary of the State of Delaware as of a date no earlier than ten (10) days prior to the date of this Certificate.
2. As of the date of this Certificate, Payor is and, since the date of the Note, Payor has at all times been a Special Purpose Entity, which for purposes of this Certificate shall mean that the Payor (i) as of the date of the Certificate, has and, since the date of the Note, has had no material assets other than its right, title and interest in, to and under the Agreement and the Note, and any assets directly related to the Agreement or the Note or the Letter of Credit issued in connection with the Note (the "**Letter of Credit**"), (ii) as of the date of this Certificate, is not and, since the date of the Note, has not been engaged in any material business operations or activities other than its status as obligor under the Note, applicant under the Letter of Credit or the exercise of any of its rights or powers under or incidental to the Agreement, this Note or the Letter of Credit, has at all times observed all material legal requirements and procedures required by its organizational documents, has at all times maintained its funds in accounts that are separate and readily distinguishable from those of its parent, affiliates or any other person or entity, has not transferred or assigned any funds or other property without having received reasonably equivalent value in return, and has at all times maintained its corporate identity separate from that of any other entity, (iii) as of the date of the Certificate, has no Debt (as defined below) other than Debt under or in connection with the Note or the Letter of Credit and, since the date of the Note, has not issued or incurred any Debt other than Debt incurred in connection with the Note or the Letter of Credit that is senior or pari passu in rights to the Note,

and (iv) as of the date of the Certificate and since the date of the Note has not pledged or assigned any of its assets or granted or suffered any lien or similar encumbrance or interest in or against its rights or property other than to maintain the Letter of Credit. For purposes of this Certificate, "Debt" shall have the meaning given such term in Section 101 of the United States Bankruptcy Code, 11 U.S.C. §101 (2006).

3. As of the date of this Certificate and since the date of the Note, no Credit Default (as defined in the Note) has occurred or is continuing.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered as of the ___ day of _____, 20__.

Name:
Title:

Form of Letter of Credit

[Attached]

Exhibit B

Intentionally Omitted

Confidential Treatment Requested

Exhibit C

FDIC Letterhead

October 12, 2006

JPMorgan Chase Bank, National Association
Standby Letter of Credit Unit
300 South Riverside Plaza
Suite IL1-0236
Chicago, Illinois 60670-0236

Re: Irrevocable Letter of Credit No.: 00325901

Dear Sir/Madam:

Enclosed please find the original of Irrevocable Letter of Credit No.: 00325901 (the "Letter of Credit") issued by you and in favor of the Federal Deposit Insurance Corporation (the "Beneficiary"), together with original amendments one, three and four to the Letter of Credit. The second amendment to the Letter of Credit, dated December 17, 2003, has been lost. The Beneficiary hereby delivers the Letter of Credit and amendments one, three and four to you for cancellation against delivery of your new Irrevocable Letter of Credit No. CTCS-286936 issued by you in favor of the Federal Deposit Insurance Corporation as beneficiary, the receipt of which is hereby acknowledged. We also affirm that the second amendment is lost and do hereby consent that all of your obligations under the Letter of Credit and all amendments thereto is hereby released.

Very truly yours,

Federal Deposit Insurance Corporation

By:

Name:

Title: