

## Form of Note

**PROMISSORY NOTE**

U.S.\$360,000,000.00

December 10, 2001

FOR VALUE RECEIVED, Asworth Corporation, a Nevada corporation (the "Payor"), by this promissory note (this "Note") hereby promises to pay to the order of the Federal Deposit Insurance Corporation in all of its capacities under the Agreement (as hereinafter defined) (the "Holder") the principal sum of Three Hundred Sixty Million Dollars (U.S.\$360,000,000.00) as hereinafter provided, without interest.

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 each December 10 (a "Payment Date"), commencing December 10, 2002 and ending on December 10, 2016, provided, that if any date that would otherwise be a Payment Date is not a Business Day (as hereinafter defined), the related Payment Date shall be the next succeeding Business Day. "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.

Within one hundred eighty (180) days after the end of each fiscal year of the Payor, the Payor shall deliver to the Holder the Payor's audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal year prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") consistently applied, accompanied by a copy of the certificate or report thereon of a firm of nationally recognized certified public accountants. Every two years, commencing on the second anniversary of the Closing Date, the Payor shall, unless waived by the Holder upon request of the Payor, deliver a Valuation (as hereinafter defined) of Payor to the Holder.

A default in payment on this Note (a "Payment Default") shall occur in the event that any Installment of principal on this Note is not paid in full on or before the later of: (i) the thirtieth day after the applicable Payment Date and (ii) the fifteenth day after the Payor receives a notice of nonpayment from the Holder. In the event of any such Payment Default, the Payor shall pay to the Holder on demand interest on such unpaid Installment (to the extent permitted by

applicable law) at the fixed rate of eight percent (8%) per annum, compounded quarterly, from and including the applicable Payment Date to but excluding the date on which payment is made and, so long as such Payment Default is continuing, at the election of, and upon written notice from, the Holder, the entire outstanding principal amount of this Note shall become immediately due and payable.

So long as this Note is outstanding, a “Credit Event” shall occur if (a) the Payor’s Consolidated Net Worth (as hereinafter defined) as of the end of any fiscal year is less than the then-outstanding principal amount of this Note, (b) the Payor’s Liquid Net Worth (as hereinafter defined) as of the end of any fiscal year is less than forty-eight million dollars (U.S. \$48,000,000.00), (c) a Valuation of the Payor concludes the enterprise value of the Payor is less than the then-outstanding principal amount of this Note or (d) an Insolvency Event (as hereinafter defined) occurs. A “Credit Default” under this Note shall occur if a Credit Event occurs and on or before the sixtieth day after the Payor receives a notice of such Credit Event from the Holder, the Payor shall have failed (i) to cure such Credit Event (if such Credit Event is capable of cure), (ii) to assign its rights and duties under this Note to a Substitute Obligor (as hereinafter defined) or (iii) to otherwise provide reasonable assurance of repayment of this Note in a manner reasonably satisfactory to the Holder. If a Credit Default occurs and is continuing, at the election of, and upon written notice from, the Holder, the entire outstanding principal amount of this Note shall become immediately due and payable.

The Holder may rescind and annul any declaration of acceleration at any time prior to a final, nonappealable judgment by a court of competent jurisdiction for payment of money due has been obtained.

“Consolidated Net Worth” means, with respect to any person, such person’s consolidated shareholders’ equity (calculated without giving effect to this Note), determined on a consolidated basis in accordance with GAAP consistently applied.

“Insolvency Event” 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 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 (v) the making by the Payor of an assignment for the benefit of its creditors.

“Liquid Net Worth” means, with respect to any person, such person’s cash and cash equivalents and marketable securities determined on a consolidated basis in accordance with GAAP consistently applied.

“Substitute Obligor” means (i) any person with (a) a Consolidated Net Worth equal to at least the then-outstanding principal amount of this Note and (b) a Liquid Net Worth equal to the lesser of at least forty-eight million dollars (U.S.\$48,000,000.00) and the then-outstanding principal amount of this Note, in each case as reflected in its most recent audited financial statements, or (ii) any other obligor reasonably acceptable to the Holder.

“Valuation” means, with respect to any person, a valuation of the enterprise value of such person prepared by a nationally recognized firm.

Upon the designation by the Payor of any Substitute Obligor under this Note in connection with a Credit Default, the Substitute Obligor shall succeed to, be substituted for and be deemed to be, and may exercise every right and power of, the Payor under this Note with the same effect and as if such Substitute Obligor had been named as the Payor herein, and thereafter the Payor (or other predecessor obligor) shall be relieved of all obligations and covenants under this Note. Any such Substitute Obligor may make or cause to be made such changes in phraseology and form in this Note as may be appropriate to reflect the substitution of such Substitute Obligor. The Holder hereby consents to the novation, succession and substitution of any such Substitute Obligor for all purposes under applicable law.

Payment in respect of this Note shall be made in the lawful currency of the United States by wire transfer of immediately available funds to an account designated by the Holder in writing at least ten (10) Business Days prior to such Payment Date (which notice may be made by a standing instruction from the Holder) or, if such designation is not made, by check mailed to the Holder on such Payment Date to the Federal Deposit Insurance Corporation, 550 17<sup>th</sup> Street, N.W., Washington, D.C. 20429, Attention: General Counsel, or such other address as the Holder may designate by written notice to the Payor.

This Note may be prepaid, in whole or in part, at any time and without fee or charge at the sole election of Payor.

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.

The obligations of the Payor under this Note are enhanced in part by the Letter of Credit, as set forth in the Agreement. 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 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.

This Note is the promissory note referenced in that certain Agreement dated as of December 10, 2001, by and among the Federal Deposit Insurance Corporation in its corporate capacity, the Receiver, 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, the Payor, 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 (the "Agreement"). This Note is entitled to the benefits of, and is subject to the terms of, the Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

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 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:

Asworth Corporation  
200 West Madison  
Chicago, Illinois 60606  
Attention J. Kevin Poorman

With a copy to:

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

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.

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

**Remainder of Page Intentionally Left Blank**

**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).**

ASWORTH CORPORATION

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By: J. Kevin Poorman, Vice President