

## AGREEMENT

This Agreement (together with the Appendix and all Exhibits hereto, this "Agreement") is made and entered into as of this 10th day of December 2001 by and among the Federal Deposit Insurance Corporation in its corporate capacity (the "FDIC"), 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"), the United States Department of the Treasury Office of Thrift Supervision (the "OTS"), Asworth Corporation, a Nevada corporation ("Payor"), Coast-to-Coast Financial Corporation, a Nevada corporation ("CCFC"), Superior Holdings, Inc., a Nevada corporation ("SHI"), UBH, Inc., a Nevada corporation ("UBH"), and Coast Partners, an Illinois general partnership ("Coast Partners").

## WITNESSETH

WHEREAS, on July 27, 2001, by OTS Order No. 2001-56, the OTS appointed the Receiver as receiver for Superior Bank FSB ("Superior");

WHEREAS, on July 27, 2001, by OTS Order No. 2001-56, the OTS appointed the Conservator as conservator for a new federal mutual savings association, known as Superior Federal Bank FSB ("Superior Federal");

WHEREAS, on July 27, 2001, the Receiver, the FDIC and the Conservator entered into a Purchase and Assumption Agreement pursuant to which certain assets and liabilities of Superior were transferred to Superior Federal;

WHEREAS, the parties to this Agreement and associated persons and entities have, through reasonable good faith efforts, agreed to an amicable resolution of matters among them relating to Superior and Superior Federal, without any finding of wrongdoing or admission of liability;

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

## ARTICLE I

### CLOSING DATE DELIVERIES

Section 1.01. Agency Parties Release. On December 10, 2001, or such other date as the parties may mutually agree in writing (the "Closing Date"), against delivery of the cash payment and documents as provided in Section 1.02, each of the FDIC, the Receiver, the Manager, the Conservator and the OTS (in each case in all or any capacity such party (or any

instrumentality thereof) is acting or may act relating to, arising out of or in connection with Superior or Superior Federal, each an “Agency Party”, and, collectively, the “Agency Parties”) shall (a) execute and deliver a release substantially in the form of Exhibit A to this Agreement (the “Agency Parties Release”) and (b) deliver or cause to be delivered a release from the United States Department of Justice (the “DOJ Letter”) in the form previously provided, in each case to Cleary, Gottlieb, Steen & Hamilton, located at 2000 Pennsylvania Avenue, N.W., Washington, D.C. 20006.

Section 1.02. Closing Date Payment; Note; Letter of Credit; Superior Parties Release. On the Closing Date, against delivery of the Agency Parties Release as provided in Section 1.01, (a) the Payor will (i) pay an amount in cash equal to one hundred million dollars (U.S. \$100,000,000.00) to an account previously designated in writing by the FDIC by wire transfer of immediately available funds and (ii) deliver or cause to be delivered a fully-executed promissory note substantially in the form of Exhibit B to this Agreement (the “Note”) and a fully-executed Letter of Credit (as defined in the glossary of terms set forth in Appendix A to this Agreement (the “Glossary”) and (b) each of Payor, CCFC, SHI, UBH and Coast Partners (each, a “Superior Party”, and, collectively, the “Superior Parties”) shall execute and deliver a release substantially in the form of Exhibit C to this Agreement (the “Superior Parties Release”), in each case to the General Counsel of the FDIC or his designee.

Section 1.03. Deliveries Concurrent. The cash payment and deliveries pursuant to Sections 1.01 and 1.02 on the Closing Date (the “Closing”) shall occur concurrently at the office of the General Counsel of the FDIC in Washington, D.C.

## ARTICLE II

### CLAIMS

#### Section 2.01. Claims Recoveries.

(a) Winstar Claims Recoveries. Subject to the consummation of the Closing, effective from the Closing Date, each Superior Party agrees to pay to the Receiver an amount equal to ninety percent (90%) of any and all Case Proceeds (as defined in the Glossary) recovered by such Superior Party in respect of Coast-to-Coast Financial Corporation, Coast Partners and UBH, Inc. v. The United States of America (the “Winstar Claims”) within thirty days after such Case Proceeds are received by such Superior Party. In the event such Case Proceeds are received by any Superior Party in installments, Claims Expenses (as defined in the Glossary) shall be recovered from such installments before any payment is made pursuant to this Section 2.01(a).

(b) E&Y Claims Recoveries. Subject to the consummation of the Closing, effective from the Closing Date, (i) the Receiver and the Conservator agree to pay to Payor an amount equal to twenty five percent (25%) of any and all Case Proceeds recovered by any Agency Party in respect of the E&Y Claims (as defined in the Glossary) within thirty days after such Case Proceeds are received by any Agency Party and (ii) each Superior Party agrees to pay to the Receiver an amount equal to seventy five

percent (75%) of any and all Case Proceeds recovered by such Superior Party in respect of the E&Y Claims within thirty days after such Case Proceeds are received by such Superior Party. In the event such Case Proceeds are received by any Agency Party or any Superior Party in installments, Claims Expenses shall be recovered from such installments before any payment is made pursuant to this Section 2.01(b).

(c) OTS E&Y Civil Money Penalties. Subject to the consummation of the Closing, effective from the Closing Date, the Receiver and the Conservator agree to pay to Payor an amount equal to fifty percent (50%) of the amount, if any, by which (i) all civil money penalties recovered in respect of the E&Y Claims through an action by the OTS exceed (ii) five percent (5%) of the Case Proceeds theretofore recovered by any Agency Party in respect of the E&Y Claims, within thirty days after such civil money penalties are recovered.

(d) Reconciliation in Respect of E&Y Claims Recoveries. Payments made by the Receiver and the Conservator, on the one hand, and the Superior Parties, on the other hand, pursuant to Sections 2.01(b) and 2.01(c) shall be subject to a reconciliation by the FDIC and Payor upon the final disposition of the E&Y Claims or such other date as the FDIC and Payor may mutually agree in writing. The FDIC and Payor shall use good faith, reasonable efforts to cooperate in performing such reconciliation and shall make adjustments to the payments made pursuant to Sections 2.01(b) and 2.01(c) to the extent required to give full and final effect to Sections 2.01(b) and 2.01(c).

Section 2.02. Prosecution of Claims. The applicable Controlling Party (as defined below) shall diligently and in good faith pursue the E&Y Claims and the Winstar Claims (each, a “Claim” and, together, the “Claims”) for which it is the Controlling Party. The applicable Controlling Party shall control the prosecution and defense of the Claims for which it is the Controlling Party in accordance with the preceding sentence and subject to the provisions of this Article II. For purposes of this Agreement, “Controlling Party” shall mean (a) in the case of the Winstar Claims, CCFC in respect of claims of each of CCFC, SHI, UBH and Coast Partners and the Receiver in respect of claims of Superior, and (b) in the case of the E&Y Claims, the OTS in respect of administrative claims, the Receiver (or upon designation by the Receiver, the Conservator) in respect of claims of Superior, and CCFC in respect of claims of the Holding Companies (as defined in this Agreement). Nothing in this Section 2.02 shall require any Agency Party to file a claim in respect of any Claim if such Agency Party determines in good faith that it would not be consistent with such Agency Party’s customary policies and procedures to do so.

Section 2.03. Selection of Counsel. The applicable Controlling Party shall have the right to select one or more law firms to pursue the applicable Claims.

Section 2.04. Duty to Cooperate. Each Superior Party and each Agency Party shall use good faith reasonable efforts to cooperate in pursuing the Claims, including, upon reasonable prior notice and at reasonable times and places, in making its documents and records relating to a Claim available to the applicable Controlling Party for that Claim (subject to any privilege or other protection available under applicable law) without subpoena and, upon reasonable prior notice and at reasonable times and places, in making its personnel (including

officers, directors and employees) available for interview and/or testimony by deposition or before any authorized tribunal without subpoena to the applicable Controlling Party for that Claim, provided, that the duty to cooperate under this Section 2.04 shall not require cooperation between (a) the FDIC, the OTS or the Manager, on the one hand, and the Superior Parties, the Receiver or the Conservator, on the other hand, in respect of the Winstar Claims, (b) the Receiver, on the one hand, and the Superior Parties, on the other hand, in respect of the Winstar Claims or (c) the OTS, on the one hand, and the Superior Parties, on the other hand, in respect of the E&Y Claims.

Section 2.05. Settlement of Claims; Admissions.

(a) Prior to entering into any settlement, compromise or release of a Claim, a Controlling Party that is an Agency Party other than the OTS shall consult with Payor and shall use its good faith, reasonable efforts to make any modification to the settlement, compromise or release reasonably requested by Payor, and such Controlling Party shall not enter into any settlement, compromise or release that would make any adverse statements about or impose any liability or obligation on any of the Superior Parties, the Pritzker Group (as defined in the Glossary) and/or the Dworman Group (as defined in the Glossary) other than an Excluded Party or any individual listed in Schedule B or Schedule C to the Agency Parties Release.

(b) Prior to entering into any settlement, compromise or release of a Claim for which it is the Controlling Party, the OTS (i) shall use good faith, reasonable efforts to obtain a release for the Released Parties (as defined in this Agreement) from the party or parties against whom such Claim is pursued, and (ii) shall not enter into any settlement, compromise or release in respect of such Claim that would make any adverse statements about or impose any liability or obligation on any of the Superior Parties, the Pritzker Group and/or the Dworman Group, other than, in the case of clause (i) and (ii), an Excluded Party or any individual listed in Schedule B or Schedule C to the Agency Parties Release.

(c) Prior to entering into any settlement, compromise or release of a Claim, a Controlling Party that is a Superior Party shall consult with the Receiver and shall use its good faith, reasonable efforts to make any modification to the settlement, compromise or release reasonably requested by the Receiver, and such Controlling Party shall not enter into any settlement, compromise or release that would make any adverse statements about or impose any liability or obligation on the Receiver.

(d) With respect to the E&Y Claims, no Superior Party and no Agency Party shall make any admission that would be adverse to the pursuit of any of the Claims, other than (i) routine or incontestable admissions, (ii) truthful statements under oath or (iii) admissions the failure of which to make would expose such party to liability. With respect to the Winstar Claims, no Controlling Party shall make any admission that would be adverse to the pursuit of any of the Claims, other than (i) routine or incontestable admissions, (ii) truthful statements under oath or (iii) admissions the failure of which to make would expose such party to liability.

## ARTICLE III

### INDEMNIFICATION

Section 3.01. Agreement to Indemnify. Subject to consummation of the Closing and subject to Section 3.02, the FDIC hereby indemnifies Payor against, and shall hold Payor harmless from, any and all amounts paid by Payor to or in respect of any Released Party (as defined below) relating to any claim, action, suit or proceeding at any time threatened, pending or completed, whether judicial, administrative or investigative in any jurisdiction and whether or not in connection with any pending or threatened litigation to which such Released Party or the Payor is a party (each, a "Proceeding"), directly or indirectly relating to, arising out of or in connection with, in any manner whatsoever, CCFC, SHI (each of CCFC and SHI being hereinafter referred to as a "Holding Company" and, together, the "Holding Companies"), Superior and/or Superior Federal by any party against which any Agency Party pursues a Proceeding (or any claims for subrogation that the Fidelity & Deposit Company of Maryland may now have or may acquire as a result of payment of any claim arising out of activities in respect of Superior pursuant to coverage provided by bond No. FIB000327700), including amounts in respect of any and all losses, liabilities, judgments, amounts paid in settlement, and reasonable out-of-pocket costs and expenses (including attorneys' fees and costs and other costs and expenses) incurred by such Released Party or the Payor in connection with investigating, preparing for or defending the Proceeding, in each case as such expenses are incurred. "Released Parties" means the Superior Parties and each and every other person or entity included within the definitions of "CCFC Group" (as defined in the Glossary), "Dworman Group" and/or "Pritzker Group" (each, a "Released Party").

Section 3.02. Limitation on Indemnity. The aggregate amount of indemnification payments made to Payor by the FDIC relating to Proceedings other than in respect of the E&Y Claims or the Uncapped Claims (as defined below) shall not exceed thirty million dollars (U.S. \$30,000,000.00). The amount of indemnification payments made to Payor by the FDIC relating to Proceedings in respect of the E&Y Claims and the Uncapped Claims is not limited. "Uncapped Claims" means all claims and potential claims relating to, arising out of or in connection with the individual listed in Schedule C to the Agency Parties Release, any bonding companies for Superior or any Excluded Party, and their respective successors and assigns.

Section 3.03. Conditions to Payments by Payor. It shall be a condition precedent to the obligation of the FDIC to indemnify Payor pursuant to Section 3.01 that Payor shall not have made the payment in respect of which indemnification is claimed to or in respect of a Released Party in connection with a Proceeding commenced, threatened or completed against such Released Party if and to the extent such Released Party:

- (a) fails to give written notice (which written notice may be given by Payor) of the commencement of such Proceeding to the FDIC promptly after the Released Party has actual knowledge of such Proceeding, except to the extent that failure to give such written notice does not materially prejudice the FDIC;
- (b) fails, after written notice by the FDIC, to provide to the FDIC such information and reasonable cooperation respecting such Proceeding within such Released

Party's control as the FDIC may reasonably require (subject to any privilege or other protection available under applicable law);

(c) fails, after written notice by the FDIC, to take such reasonable steps within such Released Party's control as the FDIC may reasonably require to preserve and protect any defense to such Proceeding;

(d) fails, after written notice by the FDIC, to afford the FDIC the right, to the extent within such Released Party's control, upon reasonable prior notice, in the FDIC's sole discretion and at its sole expense, to participate in the investigation, defense and settlement of such Proceeding;

(e) releases or settles such Proceeding with the payment of money or makes any admission with respect to such Proceeding (other than routine or incontestable admissions, truthful testimony under oath or admissions the failure of which to make would expose the Released Party to liability) without the prior written consent of the FDIC, which consent shall not be unreasonably withheld, conditioned or delayed;

(f) fails, after written notice by the FDIC, to afford to the FDIC the right, to the extent within such Released Party's control, upon reasonable prior notice, in the FDIC's sole discretion and at its sole expense, to control the defense of such Proceeding, including the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such Proceeding, provided, that the FDIC shall have advised the Payor that amounts paid to or in respect of the Released Party in connection with such Proceeding are entitled to indemnity pursuant to Section 3.01 (subject to any applicable limit pursuant to Section 3.02), provided, further that the potential liability of the Released Party does not exceed any applicable limit pursuant to Section 3.02, and provided, further, that prior to entering into a final settlement or compromise of the Proceeding the FDIC shall consult with the Payor and the Released Party as to the terms of settlement or compromise and shall use its good faith, reasonable efforts to make any modifications to the settlement or compromise reasonably requested by Payor or the Released Party, and the FDIC shall not enter into any settlement or compromise that makes any adverse statements about or imposes any liability or obligation on the Payor or the Released Party without the consent of each of the Payor and the Released Party; or

(g) after the FDIC has assumed control of the Proceeding pursuant to Section 3.03(f), incurs any material expense to defend against the Proceeding without the consent of the FDIC, which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such FDIC consent shall not be required if the FDIC fails to take reasonable steps to preserve and protect any defense to such Proceeding.

#### Section 3.04. Payments.

(a) Except as set forth in Section 3.04(b), any payment to be made to Payor pursuant to Section 3.01 shall be made reasonably promptly after the date such payment

obligation arises by wire transfer of immediately available funds to an account designated by Payor.

(b) The obligation of the FDIC to pay to Payor under Section 3.01 amounts paid by Payor in respect of costs and expenses, including attorneys' fees and costs, shall be paid as and when incurred (based upon a written request to the FDIC from the Payor itemizing and documenting such costs or expenses in reasonable detail) in advance of the final disposition of a Proceeding upon a written undertaking by Payor to repay any such payments to the FDIC in the event it is determined that Payor is not entitled to indemnification under Section 3.01 with respect to such payments.

## ARTICLE IV

### OTHER PROVISIONS

#### Section 4.01. Letter of Credit; Transferability of Note and Letter of Credit.

(a) Payor shall maintain or cause to be maintained a Letter of Credit for the benefit of the holder of the Note at all times for so long as any principal amount under the Note remains outstanding, in an amount equal to one-half of the then outstanding principal amount of the Note (the "Letter of Credit Amount"). If Payor shall fail to maintain or cause to be maintained a Letter of Credit in accordance with the preceding sentence, including by renewal, replacement or substitution, the entire outstanding principal amount of the Note shall become immediately due and payable at the election of and upon written notice from the holder of the Note. Payor shall have the right to amend, replace, add to or substitute for any Letter of Credit any other Letter of Credit within the meaning of such term as set forth in the Glossary.

(b) The Note and the Letter of Credit shall be transferable at any time and from time to time to a nationally recognized financial institution; provided, however, that the 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.

Section 4.02. Receivership Dividends. Subject to consummation of the Closing, the Holding Companies hereby assign to the Receiver all of their right, title and interest in and to any dividends payable by the Receiver to any of them as a shareholder of Superior.

Section 4.03. Access to Books and Records. Subject to consummation of the Closing, the Agency Parties shall afford to Payor or its designee, at reasonable times and upon reasonable notice, such access to the books and records of Superior and/or Superior Federal, including tax records and accountants work papers, as may be reasonably necessary for the tax, accounting, employee benefits and reporting purposes of the Holding Companies or any other Released Party (other than employee benefits matters of the Conservator or the Receiver).

Section 4.04. No Admissions. By this Agreement, no Agency Party and no Released Party:

- (a) admits or concedes any allegation of wrongdoing or liability or any responsibility or liability for damages or for any other relief of any kind or nature whatsoever;
- (b) admits or concedes that any allegations of wrongdoing or liability which were or could have been made were with or without merit; or
- (c) admits or concedes the validity or lack thereof of any defense or responsive allegation which was made or could have been made.

Section 4.05. Publicity. Each Agency Party and each Superior Party or its associates may make a press release or other announcement to the general public concerning the subject matter of this Agreement, in the form of the applicable press release previously provided to the other parties to this Agreement (each, a “Press Release”). No press release or other announcement to the general public by any Agency Party or any Superior Party shall contain any statement inconsistent with its respective Press Release. Each party to this Agreement agrees not to disparage or defame any Agency Party or any Released Party relating to any subject matter of this Agreement. It is understood that this Section 4.05 does not apply to any testimony or statements to Congress, to any report by an Inspector General, to any other report required by law (or statements by an Inspector General related thereto), to any response to any of the foregoing or any report by the General Accounting Office or to the pursuit of any claim against an Excluded Party or any individual listed in Schedule B or Schedule C to the Agency Parties Release that is not released by the Agency Parties Release, without prejudice to remedies available at law or equity to any party to this Agreement.

Section 4.06. Characterization of Payments. The payments made by Payor pursuant to this Agreement are made in the ordinary course of business to protect the business reputation and resources of the members of the Pritzker Group and the Dworman Group. None of the payments made by Payor pursuant to this Agreement represent fines, civil money penalties or similar charges.

Section 4.07. Final Disposition.

- (a) This Agreement is the final disposition as between the Agency Parties and the Released Parties of all claims or actions, civil or administrative, monetary and otherwise, that have been or could have been brought with respect to the subject matter of the Agency Parties Release or the Superior Parties Release. No Agency Party will take any action against, or seek to recover any amounts from, any Released Party with respect to the subject matter of the Agency Parties Release. No Superior Party will take any action against, or seek to recover any amounts from, any Agency Party or any of their respective present and former directors, officers, employees, agents or representatives with respect to the subject matter of the Superior Parties Release. As among the parties to this Agreement, this Agreement, the Note, the Agency Parties Release and the Superior Parties Release shall not be used by any Superior Party against any Agency Party or by

any Agency Party against any Superior Party for any purpose other than to enforce the terms of this Agreement, the Note, the Agency Parties Release or the Superior Parties Release, and shall not be admissible as evidence in accordance with Rule 408 of the Federal Rules of Evidence.

(b) The OTS is withdrawing its letter of July 30, 2001 and will not challenge distributions from CCFC's nonqualified deferred compensation plan and trust or other actions of CCFC in respect of such plan and trust. The OTS is terminating Consent Cease and Desist Order No. CHI-01-02, dated February 14, 2001. The OTS is de-registering each of Coast-to-Coast Financial Corporation, Superior Holdings, Inc., Coast Partners, CTC Trust, HWC Voting Trust, Hyatt Wilshire Corporation, ADCO Equities, ADCO Properties, Inc., Lee National Corporation and UBH, Inc. as a "savings and loan holding company" (as such term is defined in 12 U.S.C. § 1467a(d)) of Superior.

Section 4.08. Disputes. If any controversy arises from or relates to this Agreement, its construction or interpretation, or the performance or breach of this Agreement (each, a "Dispute"), to the extent practicable, the FDIC and the Payor shall make an effort to negotiate a resolution in accordance with this paragraph. If either the FDIC or the Payor by written notice to the other declares that a Dispute exists, then each of the FDIC and the Payor shall designate a senior representative to participate in a meeting to resolve the Dispute. If the Dispute is not resolved at such meeting, then it shall be submitted to non-binding mediation (the "Mediation"). The FDIC and the Payor shall appoint a single mutually agreeable neutral mediator (the "Mediator"). Except as otherwise provided in this Agreement or as the FDIC and the Payor may agree otherwise at the time of the Mediation, the Mediation shall be conducted pursuant to the Commercial Mediation Rules of the American Arbitration Association (the "AAA"), as amended from time to time. The FDIC and the Payor shall share equally the costs of the Mediation, including, but not limited to, fees of the Mediator, the cost of obtaining a location for the Mediation and any filing fee. The Mediation may be terminated by either the FDIC or the Payor if the FDIC and the Payor are unable to agree on a resolution of the Dispute within sixty (60) days after the declaration that the Dispute exists (or such other period as may be agreed in writing by the FDIC and the Payor). Mediation discussions and opinions of the Mediator shall be confidential and may not be relied upon, referred to or introduced as evidence in any subsequent arbitration or other proceeding.

Section 4.09. Default Interest. In the event that any Agency Party or any Superior Party fails to pay when due any amount owing under this Agreement or the Note, such unpaid amount shall accrue interest at a fixed rate of eight percent (8%) per annum, compounded quarterly, from and including the date on which such payment was due to but excluding the date on which payment is made (it being understood and agreed that any draw on the Letter of Credit shall constitute a payment by Payor to the extent of the amount drawn).

Section 4.10 Satisfaction Obligation. In the event the FDIC elects to void the Agency Parties Release as provided in Paragraph 7 of the Agency Parties Release, in its entirety or in part, or as to any Released Party, and any Agency Party (including the FDIC) thereafter obtains a monetary judgment or award in an action against any Released Party with respect to any matter described in Paragraph 2 of the Agency Parties Release, the FDIC shall at the direction of Payor (in its sole discretion) pay such monetary judgment or award in full or partial

satisfaction thereof to the extent of any amounts paid by Payor (including the amount of any draws on the Letter of Credit) pursuant to this Agreement (including by payment to the Agency Party if not the FDIC).

Section 4.11. Confidentiality. The Agency Parties shall, except as may be required by court order, maintain the confidentiality of all documents and copies thereof known to be or known to have been produced by a Released Party (other than an Excluded Party or any individual listed in Schedule B or Schedule C to the Agency Parties Release) to any of the Agency Parties, voluntarily or in response to any subpoena, in accordance with 12 C.F.R. §512.3, as to the OTS, and in accordance with 12 C.F.R. §308.147, as to the FDIC. If any person or non-governmental entity requests access to any such documents produced by any such Released Party to any of the Agency Parties, the Agency Party shall assert investigatory privilege where appropriate with respect to such documents, shall notify the Released Party who produced the documents of the request, and shall afford that Released Party an opportunity to object, in the appropriate forum, to the requested release of documents, provided, however, that it is expressly understood and agreed that this Section 4.11 does not apply to any documents produced in respect of Coast-to-Coast Financial Corporation, Coast Partners and UBH, Inc. v. The United States of America.

Section 4.12. Notices. Any notice, request, demand, consent, approval or other communication pursuant to this Agreement 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 a party to this Agreement set forth below or at such other address as such party to this Agreement shall designate in writing to the other parties to this Agreement, and shall be deemed given when received by a party as evidenced by the applicable receipt or confirmation of delivery.

FDIC, Receiver, Conservator, Manager:

Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20429  
Attention: General Counsel

OTS:

Office of Thrift Supervision  
1700 G Street, N.W.  
Washington, D.C. 20552  
Attention: Chief Counsel

Payor:

Asworth Corporation  
200 West Madison  
Suite 3700  
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

CCFC:

Coast-to-Coast Financial Corporation  
c/o Registered Agent  
Bible, Hoy & Trachok  
201 West Liberty Street  
Suite 300  
Reno, Nevada 89501  
Attention: Paul Bible

With copies to:

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

and

John L. Douglas  
Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

SHI:

Superior Holdings, Inc.  
c/o Registered Agent  
Bible, Hoy & Trachok  
201 West Liberty Street  
Suite 300  
Reno, Nevada 89501  
Attention: Paul Bible

With a copy to:

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

UBH:

UBH, Inc.  
101 Convention Center Drive  
Suite 850  
Las Vegas, Nevada 89019  
Attention: President

With a copy to:

John L. Douglas  
Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

Coast Partners:

Coast Partners  
c/o Diversified Financial Capital Management Corporation  
200 West Madison  
Suite 3700  
Chicago, Illinois 60606  
Attention: Glen Miller

With a copy to:

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

Section 4.13. Representations and Warranties. Each Agency Party represents and warrants to each Superior Party, and each Superior Party represents and warrants to each Agency Party (which representations and warranties in each case shall survive the execution of this Agreement and the consummation of the transactions hereunder):

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

(b) Authorization. It has power and authority to execute and deliver this Agreement, the Agency Parties Release, the Superior Parties Release and the Note, as applicable, and to perform this Agreement, the Agency Parties Release, the Superior Parties Release and the Note, as applicable, in accordance with its terms. It has taken all necessary action to authorize the execution and delivery of this Agreement, the Agency Parties Release, the Superior Parties Release and the Note, as applicable, and the transactions contemplated hereby and thereby.

(c) No Violation or Breach. The execution, delivery and performance by it of this Agreement, the Agency Parties Release, the Superior Parties Release and the Note, as applicable, 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 Consents. No governmental approval or other third party consent is required in connection with the execution, delivery or performance by it of this Agreement, the Agency Parties Release, the Superior Parties Release or the Note, as applicable, except for such approvals or consents as have been obtained.

(e) Enforceability. This Agreement, the Agency Parties Release, the Superior Parties Release and the Note to which it is a party, as applicable, are its valid and binding obligations, enforceable against it.

Section 4.14. Miscellaneous.

(a) Section Headings. The section headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(b) Successors; Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties to this Agreement and their successors in interest. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties to this 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 Agreement, other than a Released Party in respect of Sections 4.10 and 4.11 (as to which each Released Party is an express third-party beneficiary). The Agency Parties Release, the Superior Parties Release, the Note and the Letter of Credit shall confer upon the parties thereto and the persons and entities who are express beneficiaries thereof the benefits and obligations set forth therein.

(c) Entire Agreement. This Agreement, the Agency Parties Release, the Superior Parties Release, the Note and the Letter of Credit represent the entire agreement and understanding among the parties to this Agreement with respect to the subject matter hereof and thereof and supercedes any prior understanding or agreement with respect thereto.

(d) Governing Law. **TO THE EXTENT THIS 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).**

(e) Counterparts. This 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 documents.

(f) Amendments; Waivers. This Agreement may not be amended except by a writing duly executed and delivered by the FDIC, the OTS, the Payor and each other party to this Agreement adversely affected by such amendment. No waiver of any term or condition contained in this Agreement shall be effective unless made or confirmed in writing by the party or parties 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 Agreement.

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

(h) Reasonable Cooperation. The parties to this Agreement agree to cooperate with reasonable efforts to effectuate the terms of this Agreement.

(i) Payments by FDIC. The FDIC hereby agrees to make payments to Payor pursuant to Sections 2.01(b), 2.01(c) and 4.09 if and to the extent such payments are not made by the Receiver or the Conservator.

(j) Deposits. The Conservator and the Receiver hereby agree to pay to each Superior Party any of its uninsured deposits in Superior or Superior Federal, to the same extent payments are made to other uninsured depositors of Superior and Superior Federal.

The FDIC hereby agrees to pay to each Superior Party any of its insured deposits in Superior or Superior Federal, to the same extent payments are made to other insured depositors of Superior and Superior Federal.

(k) Commercial Indebtedness. Each of Coast Partners and UBH hereby represents and warrants to each Agency Party that it has no actual knowledge of any ordinary course commercial or business indebtedness existing on Superior's books on July 27, 2001 evidenced by a promissory note or other customary documentation of debt of CCFC, SHI or any of their respective direct or indirect subsidiaries, except such indebtedness as may have arisen directly or indirectly from or in connection with regulatory claims or matters and such indebtedness of which any Agency Party has actual knowledge.

(l) DOJ Letter. The FDIC hereby represents and warrants to each Superior Party that the DOJ Letter (i) releases each person and entity released under the Agency Parties Release in respect of matters arising from the operations and failure of Superior from both any civil penalty claim the United States has or may have based upon Section 951 of the Financial Institutions Reform Recovery and Enforcement Act of 1989, 12 U.S.C. § 1833, and any action or claim based in civil forfeiture the United States has or may have under 18 U.S.C. § 981, and (ii) entitles each such person or entity to use the DOJ Letter in any existing or future case or controversy between the United States and any such person or entity in respect of the matters released in Paragraph 1 of the DOJ Letter.

(m) Severability. In case any provision of this Agreement is ruled to be invalid, illegal or unenforceable by decision of any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby, provided, that in any such case, this Agreement shall be voidable in its entirety, and all parties to this Agreement shall be returned to *status quo ante*, at the option of any party to this Agreement whose interests are materially prejudiced by any such ruling.

(n) Costs and Expenses. Subject to Article III hereof, each party to this Agreement shall pay its own costs and expenses in all matters relating to this Agreement.

(o) Definitions; Interpretation. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation", they shall be illustrative and they shall not imply any limitation or exclusion unless the context clearly indicates otherwise. The plural form of any term defined in this Agreement in the singular shall merely express the grammatical plural of that defined term, and vice versa, unless otherwise expressly provided herein.

(p) Statute of Limitations. In the event the FDIC elects to void the Agency Parties Release as provided in Paragraph 7 of the Agency Parties Release, any statute of limitations for enforcement or other actions shall be deemed to have been tolled as of the date of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first above written.

**FDIC:**

\_\_\_\_\_  
By: William F. Kroener, III, General Counsel

**Receiver:**

\_\_\_\_\_  
By: William F. Kroener, III, General Counsel

**Conservator:**

\_\_\_\_\_  
By: William F. Kroener, III, General Counsel

**Manager:**

\_\_\_\_\_  
By: William F. Kroener, III, General Counsel

**OTS:**

\_\_\_\_\_  
By: Carolyn Buck, Chief Counsel

**Payor:**

\_\_\_\_\_  
By: J. Kevin Poorman, Vice President

**CCFC:**

\_\_\_\_\_  
By: Stephen Mann, President

**SHI:**

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By: Stephen Mann, President

**UBH:**

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By: Mark Krugman, Vice President

**Coast Partners:**

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By: Glen Miller, Authorized Officer

**GLOSSARY**

“AAA”: See Section 4.08.

“Agency Party”: See Section 1.01.

“Agency Parties Release”: See Section 1.01.

“Agreement”: See the preamble to this Agreement.

“CCFC”: See the preamble to this Agreement.

“CCFC Group”: means CCFC and SHI and all of the present and former affiliates, officers, directors, employees, agents, independent contractors (other than accountants and bonding companies for Superior) and Institution Affiliated Parties (other than accountants), as such term is defined in 12 U.S.C. §1813(u), including as such term is construed or applied in any context (including 12 U.S.C. §1818), of any of CCFC, SHI or Superior, and the respective spouses, heirs, successors, assigns, executors and personal representatives of any of the foregoing, including, for the avoidance of doubt, the individuals and entities enumerated on Exhibit D to this Agreement.

“Case Proceeds”: means the amount, if any, of cash proceeds received in respect of a Claim (other than any civil money penalties recovered in respect of the E&Y Claims through an action by the OTS) from any final, nonappealable judgment or final settlement, minus all related Claims Expenses.

“Claims”: See Section 2.02.

“Claims Expenses”: means all reasonable out-of-pocket expenses incurred or reasonably estimated to be incurred by any Agency Party or any Released Party in respect of any Claim, including attorneys’ fees and costs, Taxes and other costs and expenses, but excluding any payments made pursuant to Section 3.01.

“Closing”: See Section 1.03.

“Closing Date”: See Section 1.01.

“Coast Partners”: See the preamble to this Agreement.

“Conservator”: See the preamble to this Agreement.

“Controlling Party”: See Section 2.02.

“Dispute”: See Section 4.08.

“DOJ Letter”: See Section 1.01.

“Dworman Group”: means Alvin Dworman and his spouse, all of the lineal descendants of Alvin Dworman of every generation, and their respective spouses and any and all entities with which they (or any of them) are associated, directly or indirectly, including any and all trusts of which any of the foregoing individuals are trustees or beneficiaries, any corporation, partnership, association, limited liability company or other entity controlling, controlled by or under common control with, directly or indirectly, any of the foregoing entities, individuals and/or such trustees or beneficiaries, and all of the present and former directors, officers, employees, trustees, agents and independent contractors (other than accountants of CCFC, SHI or Superior) of any of the foregoing, and the spouses, heirs, successors, assigns, executors and personal representatives of any of the foregoing, including, for the avoidance of doubt, the individuals and entities enumerated on Exhibit E to this Agreement.

“E&Y Claims”: means all claims and potential claims relating to, arising out of or in connection with Superior, Superior Federal, or the Holding Companies of any Agency Party, Superior, Superior Federal or any Holding Company or their respective direct and indirect shareholders against Ernst & Young LLP or any affiliate thereof, and their respective successors and assigns.

“Excluded Party”: means an independent contractor of Superior other than any individual or entity that is included in the CCFC Group, the Dworman Group or the Pritzker Group (except that any individual or entity that is included in the CCFC Group, the Dworman Group or the Pritzker Group solely on the basis that such individual or entity was an independent contractor of CCFC or Superior may nevertheless be an Excluded Party hereunder). For the avoidance of doubt, none of the individuals or entities listed on Exhibit D, Exhibit E or Exhibit G is an Excluded Party.

“FDIC”: See the preamble to this Agreement.

“Glossary”: See Section 1.02.

“Holding Company”: See Section 3.01.

“Letter of Credit”: means a letter of credit substantially in the form of Exhibit F to this Agreement to be issued on the Closing Date by an institution reasonably acceptable to the FDIC, or such other form of letter of credit, surety bond or similar undertaking from time to time given in amendment, addition, replacement or substitution thereof, in each case in form and substance reasonably acceptable to the FDIC and issued by a bank with a rating in one of the three highest categories by a nationally recognized rating agency that is one of the twenty-five largest banks in the United States (based on total assets), or an insurance company with a Best’s financial strength rating of “A” or above, or any other institution reasonably acceptable to the FDIC, provided, however, that in the case of any amendment to decrease the Letter of Credit Amount following a payment of any amount owing under the Note such consent shall be deemed given in accordance with the terms of such letter of credit, and provided, further, that in lieu of such letter of credit, surety bond or similar undertaking, Payor may pledge cash or marketable securities with a rating of “AAA”, “A-1” or “P-1” or the equivalent by a nationally recognized

rating agency in the Letter of Credit Amount pursuant to a pledge agreement in form and substance reasonably satisfactory to Payor and the FDIC.

“Letter of Credit Amount”: See Section 4.01.

“Manager”: See the preamble to this Agreement.

“Mediation”: See Section 4.08.

“Mediator”: See Section 4.08.

“Note”: See Section 1.02.

“OTS”: See the preamble to this Agreement.

“Payor”: See the preamble to this Agreement; provided, that in the event a Successor Obligor is appointed under the Note, “Payor” shall mean such Successor Obligor.

“Press Release”: See Section 4.05.

“Pritzker Group”: means all of the lineal descendants of the late Nicholas J. Pritzker of every generation and their respective spouses and any and all entities with which they (or any of them) are associated, directly or indirectly, including any and all trusts of which any of the foregoing individuals are trustees or beneficiaries, any corporation, partnership, association, limited liability company or other entity controlling, controlled by or under common control with, directly or indirectly, any of the foregoing entities, individuals and/or such trustees or beneficiaries, and all of the present and former directors, officers, employees, trustees, agents and independent contractors (other than accountants of CCFC, SHI or Superior) of any of the foregoing, and the spouses, heirs, successors, assigns, executors and personal representatives of any of the foregoing, including, for the avoidance of doubt, the individuals and entities enumerated on Exhibit G to this Agreement.

“Proceeding”: See Section 3.01.

“Receiver”: See the preamble to this Agreement.

“Released Parties”: See Section 3.01.

“SHI”: See the preamble to this Agreement.

“Superior”: See the recitals to this Agreement.

“Superior Federal”: See the recitals to this Agreement.

“Superior Party”: See Section 1.02.

“Superior Parties Release”: See Section 1.02.

“Taxes”: means any federal, state or local tax or other assessment incurred by any Agency Party or any Released Party in respect of the cash proceeds recovered in a final, nonappealable judgment or final settlement of any Claim. The amount of Taxes shall be determined on the basis of a good faith estimate by the Agency Party or the Released Party against whom the Tax is assessed, which estimate shall be set forth in reasonable detail and shall be accompanied by an analysis by a firm of certified public accountants of national standing.

“UBH”: See the preamble to this Agreement.

“Uncapped Claims”: See Section 3.02.

“Winstar Claims”: See Section 2.01.