

SUPERIOR PARTIES RELEASE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT

1. For purposes of this Release, capitalized terms shall have the meaning given to such terms in the attached Schedule A.

2. Each Superior Party, in consideration of the mutual covenants and conditions in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for itself and for each of its legal representatives, predecessors, successors and assigns, and all persons or entities in privity with any of the foregoing, hereby absolutely waives, remises, gives up, quit claims, settles, compromises, fully releases, acquits and forever discharges and holds harmless each of the Agency Parties and all of their respective present and former directors, officers, employees, agents and representatives (each, an "Agency Person", and, collectively, the "Agency Persons") from any and all existing and future claims, suits, controversies, accounts, covenants, promises, judgments, damages, losses, executions, causes of action, rights, duties, expenses, debts, liabilities, statutory or regulatory remedies, demands, obligations, contracts, agreements, costs and actions of any kind and character, including, without limitation, attorneys' fees and costs, at law or in equity, whether or not well-founded in law or fact, whether or not in administrative or judicial proceedings, whether known or unknown, fixed or contingent, suspected or unsuspected, foreseen or unforeseen, direct or derivative, directly or indirectly relating to, arising out of or in connection with, in any manner whatsoever, the Holding Companies, Superior and/or Superior Federal, or any of their respective predecessors, successors or assigns, from the beginning of time, which it may now have, may have ever had or may ever acquire in the future (except claims that arose on or after

July 27, 2001 in respect of work performed by a Released Party as an employee of the Receiver or the Conservator) against any of the Agency Persons including, without limitation, any claim of breach of any contractual, fiduciary or other obligation to or arising out of the relationship of any and every Agency Person to, any or all of the Holding Companies, Superior and/or Superior Federal, and any statutory, regulatory or administrative claim of any nature whatsoever. Each Superior Party, for itself and for each of its legal representatives, predecessors, successors and assigns, and all persons or entities in privity with any of the foregoing, covenants not to sue any Agency Person in respect of any matter described in the preceding sentence. Notwithstanding the foregoing, this Release does not apply (a) to any counterclaim or defense of any claim asserted by any Superior Party against an Agency Party if such Agency Party commences any action against any Released Party with respect to any matter described in Paragraph 2 of the Agency Parties Release, (b) to any claim that has heretofore been asserted against any Agency Party in Coast-to-Coast Financial Corporation, Coast Partners and UBH, Inc. v. The United States of America or (c) to any claim in respect of any payments or distributions payable by the Receiver to any Superior Party as a depositor of Superior. Each Superior Party, for itself and for each of its legal representatives, predecessors, successors and assigns, and all persons or entities in privity with any of the foregoing, represents and warrants that to its knowledge, after due inquiry, there are no complaints, notices of charges, lawsuits, administrative actions, charges or claims of any nature whatsoever relating to, arising out of or in connection with any of the matters released by this Release, pending against any of the Agency Persons before any government agency, administrative agency, court or other tribunal.

3. Each Superior Party, for itself and for each of its legal representatives, successors and assigns and all persons in privity with any of the foregoing, represents and

warrants that no claims, suits, controversies, accounts, covenants, promises, judgments, damages, losses, executions, causes of action, rights, duties, expenses, debts, liabilities, demands, obligations, contracts, agreements, costs or actions described in Paragraph 2 of this Release have been assigned, conveyed or in any manner whatsoever transferred by it to any other person or entity.

4. This Release does not apply to any claim, counterclaim, defense or remedy heretofore or in the future asserted by any Superior Party in Coast-to-Coast Financial Corporation, Coast Partners and UBH, Inc. v. The United States of America.

5. This Release may not be amended or modified except by an instrument in writing signed by each Agency Party and each Superior Party.

6. TO THE EXTENT THIS RELEASE IS NOT CONTROLLED BY FEDERAL LAW, THIS RELEASE 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).

7. Each Agency Person is for all purposes a beneficiary of this Release.

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IN WITNESS WHEREOF, this Release is executed on this 10th day of
December 2001.

ASWORTH CORPORATION

By: J. Kevin Poorman, Vice President

COAST-TO-COAST FINANCIAL CORPORATION

By: Stephen Mann, President

SUPERIOR HOLDINGS, INC.

By: Stephen Mann, President

UBH, INC.

By: Mark Krugman, Vice President

COAST PARTNERS

By: Glen Miller, Authorized Officer