

Confidential Treatment Requested

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:	
	For Credit To:	FDIC National Liquidation Account
(b)(4)	Account#:	
	Other Beneficiary	
	Information (OBI):	Superior – FIN 6004
(b)(2),(b)(6)	Attention:	

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).**

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SBLC, L.L.C.

(b)(6)



By:

Name: Glen Miller

Title: Vice President

CANCELLED

Appendix 1Defined 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.

Appendix 2
to Note

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:

CANCELLED

Appendix 3

Form of Letter of Credit

[Attached]

CANCELLED

Confidential Treatment Requested

Irrevocable Letter of Credit No. CTCS-286936

Date: October 12, 2006

Applicant:

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

(b)(6) Attn:
Facsimile: 312-577-2619
Telephone: 312-577-2638

Initial Amount:

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

Date of Expiry: March 10, 2007
Or any future extended expiry as provided herein

Place of Expiry: at our counters for payment

Beneficiary:
Federal Deposit Insurance Corporation
550 17th Street, N.W.
Washington, D.C. 20429
Attn: General Counsel
Facsimile: 202-898-7394
(b)(2) Telephone:

Beneficiary:

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

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

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

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

NOTICES, ETC.

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

JPMorgan Chase Bank, N.A.
Standby Letter of Credit Unit

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

(b)(6)

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

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

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

with a copy by electronic mail to:

(b)(6)

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

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

(b)(2)
Federal Deposit Insurance Corporation
Investigations, DRR
550 17th Street, N.W.
Washington, DC 20429-0002

(b)(2),(b)(6)
Attention:
Facsimile:

with copies to:

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

Attention: General Counsel
Facsimile: 202-898-7394

(b)(2),(b)(6)
and by electronic mail to:

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

(b)(2)

Attention: Richard Aboussie
Facsimile: [redacted]

and by electronic mail to:

[redacted]

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

Attention: Ralph Malami
Facsimile: [redacted]

and by electronic mail to:

[redacted]

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

DECREASE

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

PRESENTATION

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

payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we will upon your instructions hold the documents at your disposal or return the same to you. You may correct any such non-conforming demand, provided such corrected demand is presented at the Bank's Office on or before the Stated Expiration Date.

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

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

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

TRANSFER

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

EXPIRATION

This Letter of Credit expires on the Stated Expiration Date, but such Stated Expiration Date will be extended automatically, without amendment of this Letter of Credit, for a one year period effective on the Stated Expiration Date and effective upon each anniversary of the Stated Expiration Date (each such anniversary a "New Stated Expiration Date"), unless at least one hundred twenty (120) days prior to such expiration

date, or prior to any anniversary of the Stated Expiration Date or any New Stated Expiration Date, as the case may be, we notify both you and the Applicant in writing by registered mail (with return receipt requested) or courier service that we elect not to extend this Letter of Credit. Unless we are otherwise notified in writing by you or the Applicant, as applicable, any such notices shall be sent to the addresses for you and the Applicant set forth above. We understand that you or the Applicant, as the case may be, shall also deliver a copy of any such notice of change of address to the other by registered mail (with return receipt requested) or courier service.

MISCELLANEOUS

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

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

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

GOVERNING LAW

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

Very Truly Yours,
JPMorgan Chase Bank, N.A.

By: _____
Authorized Signature

Annex A

PAYMENT CERTIFICATE AND DRAFT

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

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

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

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

OR

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

OR

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

OR

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

OR

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

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

OR

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

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

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

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

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

as Beneficiary

By: _____
[Name and Title]

CANCELLED

Annex B

PREPAYMENT DRAW CERTIFICATE

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

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

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

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

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

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

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

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

as Beneficiary

By: _____
[Name and Title]