

Confidential Treatment Requested

REPAYMENT AGREEMENT

THIS REPAYMENT AGREEMENT (this "Repayment Agreement") is made and entered into as of May 12, 2011, by and among the Federal Deposit Insurance Corporation in its corporate capacity (the "Corporation"), the Federal Deposit Insurance Corporation in its capacity as receiver for Superior Bank FSB (the "Receiver"), the Federal Deposit Insurance Corporation in its capacity as conservator for Superior Federal Bank FSB (the "Conservator"), the Federal Deposit Insurance Corporation in its capacity as manager for the FSLIC Resolution Fund (the "Manager"), SBLC, L.L.C., a Delaware limited liability company ("SBLC") and SBIA, L.L.C., a Delaware limited liability company ("SBIA").

WITNESSETH

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

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

WHEREAS, pursuant to that certain "Assignment and Assumption Agreement" made and entered into as of October 12, 2006, by and among Asworth, L.L.C., a Delaware limited liability company (as a successor in interest to Asworth), the FDIC, SBLC and SBIA (the "Assignment Agreement") (i) the Original Note was replaced in its entirety by a Promissory Note made by SBLC, as Payor, dated October 12, 2006 in the initial principal amount of Two Hundred Sixty Four Million Dollars (U.S.\$ 264,000,000.00) payable to the FDIC, as Holder, in equal annual installments of Twenty-Four Million Dollars (U.S.\$ 24,000,000.00) on or before each December 10, ending (unless earlier prepaid) on December 10, 2016 (the "Note") and (ii) the Original Letter of Credit was replaced in its entirety by a Letter of Credit (No. CTCS-286936) dated October 12, 2006, issued by JPMorgan Chase Bank, N.A. (the "Letter of Credit Issuer"), in favor of the FDIC, for an amount up to but not exceeding two hundred sixty four million and 00/100 U.S. Dollars (USD 264,000,000.00), subject to decrease (the "Letter of Credit");

WHEREAS, SBLC has timely made payments on the Note in the amount of One Hundred Twenty Million Dollars (U.S.\$ 120,000,000.00) through the date of this Repayment Agreement, and the remaining outstanding principal balance of the Note is One Hundred Forty Four Million Dollars (U.S.\$ 144,000,000.00);

WHEREAS, SBLC has offered to prepay and discharge the Note in full on or before June 30, 2011 by a payment to the FDIC in the aggregate amount of One Hundred Forty Million Five Hundred Forty Seven Thousand Dollars (U.S.\$ 140,547,000.00) (the "Final Payment Amount"), and the FDIC has agreed to accept such Final Payment Amount in full satisfaction and discharge of the Note;

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

ARTICLE I

LETTER OF CREDIT AMENDMENT

Section 1.01. SBLC and the FDIC shall promptly take all commercially reasonable steps to cause the Letter of Credit Issuer to issue an amendment to the Letter of Credit (the "LC Amendment") that replaces in its entirety each of Annex B and Annex D to the Letter of Credit, respectively, with a new Annex B and Annex D, respectively, in the form attached to this Repayment Agreement.

Section 1.02. SBLC and the FDIC shall execute and deliver such instruments and other documents and take such other steps as the Letter of Credit Issuer shall reasonably require to effectuate the LC Amendment contemplated by Section 1.01.

ARTICLE II

PAYMENT; DELIVERIES

Section 2.01. After the effective date of the LC Amendment contemplated by Section 1.01 and subject to the satisfaction of the terms and conditions of this Repayment Agreement

(a) SBLC shall within five (5) Business Days after the effective date of the LC Amendment deliver a written Prepayment Notice (as defined in the Note) to the FDIC specifying a prepayment in the Final Payment Amount on or after June 27, 2011 and on or before June 30, 2011; and

(b) The FDIC shall, within fifteen (15) Business Days after receipt of the Prepayment Notice contemplated by Section 2.01(a), deliver to the Letter of Credit Issuer a Prepayment Draw Certificate in the form attached hereto as new Annex B to the Letter of Credit specifying a date on or after June 27, 2011 and on or before June 30, 2011 as the payment date (such specified date, the "Closing Date"). In the event that the FDIC fails timely to deliver such Prepayment Draw Certificate to the Letter of Credit Issuer in accordance with the immediately preceding sentence, SBLC shall have the right to make the payment designated in the Prepayment Notice directly to the FDIC in full and final satisfaction of the Note, and upon

receipt of such direct payment, the FDIC shall within two (2) Business Days (i) deliver to the Letter of Credit Issuer a Reduction Certificate in the form attached hereto as new Annex D to the Letter of Credit, with a copy to SBLC, instructing the Letter of Credit Issuer to decrease the stated amount of the Letter of Credit to zero dollars (U.S.\$ 0) and (ii) mark the Note and the Letter of Credit "CANCELLED" and deliver them to SBLC.

Section 2.02. If the FDIC timely delivers the Prepayment Draw Certificate in accordance with Section 2.01(b), then, on the Closing Date, upon confirmation that the Final Payment Amount has been received by the FDIC, the FDIC shall mark the Note and the Letter of Credit "CANCELLED" and deliver the Note and the Letter of Credit to SBLC's representative.

Section 2.03. For the avoidance of doubt, payment to the FDIC of the Final Payment Amount shall for all purposes constitute the FDIC's acceptance of the Final Payment Amount as full payment and satisfaction in full of any and all claims on the Note or the Letter of Credit and shall discharge the Note and the Letter of Credit in full.

**ARTICLE III
MISCELLANEOUS**

Section 3.01.

For purposes of this Repayment Agreement, the following addresses shall be used for notices:

(a) FDIC:

Federal Deposit Insurance Corporation
550 17th Street, NW
Room
Washington, DC 20429
Attention: Ralph A. Malami
Assistant Director, Structured Transactions

(b)(2),(b)
(6)

(b)(2),(b)
(6)

With copies to:

Federal Deposit Insurance Corporation
Legal Division
3501 Fairfax Drive
Room
Arlington, VA 22226
Attention: Kathleen M. Russo
Supervisory Counsel

(b)(2),(b)
(6)

(b)(2),(b)
(6)

Federal Deposit Insurance Corporation
Legal Division

3501 Fairfax Drive
Room [redacted]
Arlington, VA 22226
Attention: Emily Sommers
Supervisory Counsel

(b)(2),(b)(6)

[redacted]

(b)(2),(b)(6)

(b) SBLC:

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

(b)(6)

[redacted]

With a copy to:

Linda J. Soldo
Cleary Gottlieb Steen & Hamilton LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1801

(b)(6)

[redacted]

(c) SBIA:

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

(b)(6)

[redacted]

With a copy to:

Linda J. Soldo
Cleary Gottlieb Steen & Hamilton LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1801

(b)(6)

[redacted]

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

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

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

(c) The execution, delivery and performance by it of the Transaction Documents will not violate any provision of any applicable law, regulation, writ, order or decree by which it is bound or cause a breach of its organizational documents or authority.

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

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

Section 3.03. As of the date of this Repayment Agreement and through and including the Closing Date, the FDIC represents, warrants and covenants to SBLC and SBIA (which representation, warranty and covenant shall survive the execution of this Repayment Agreement and the consummation of the transactions hereunder) that the FDIC is and will at all times be the Holder (as defined in the Note) of the Note and the beneficiary under the Letter of Credit; provided that this Section 3.03 shall cease to apply and be of no further force and effect if the transactions contemplated by this Agreement are not consummated on or before June 30, 2011.

Section 3.04. If there is any inconsistency between the Agreement, the Assignment Agreement, the Note and the Letter of Credit, respectively, on the one hand, and the terms of this Repayment Agreement, on the other hand, the terms of this Repayment Agreement shall govern. The Letter of Credit as amended pursuant to Section 1.01 shall be deemed to be the Letter of Credit for all purposes under this Repayment Agreement, the Agreement, the Assignment Agreement and the Note.

Section 3.05. The section headings in this Repayment Agreement are for convenience only and shall not affect the construction of this Repayment Agreement.

Section 3.06. The terms and provisions of this Repayment Agreement shall be binding upon, and shall inure to the benefit of, the parties to this Repayment Agreement and their successors in interest. Nothing in this Repayment Agreement, express or implied, shall give to any person or entity, other than the parties to this Repayment 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 Repayment Agreement.

Section 3.07. TO THE EXTENT THIS REPAYMENT AGREEMENT IS NOT CONTROLLED BY FEDERAL LAW, THIS REPAYMENT AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD OTHERWISE REFER THE GOVERNANCE OF THIS REPAYMENT AGREEMENT TO THE LAW OF ANY OTHER JURISDICTION).

Section 3.08. This Repayment Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same document.

Section 3.09. This Repayment Agreement may not be amended except by a writing duly executed and delivered by each of the parties to this Repayment Agreement.

Section 3.10. All of the parties to this Repayment Agreement and their respective counsel mutually contributed to the preparation of, and/or have had the opportunity to review and revise this Repayment Agreement. Accordingly, no provision of this Repayment Agreement shall be construed against any party to this Repayment Agreement because that party or its counsel drafted the provision.

Section 3.11. The parties to this Repayment Agreement agree to cooperate with reasonable efforts to effectuate the terms of this Repayment Agreement.

Section 3.12. Nothing contained in this Repayment Agreement shall constitute or be construed as an amendment of the Agency Parties Release or the Superior Parties Release, which remain in full force and effect.

Section 3.13. Each party shall pay its own costs and expenses incurred in connection with this Repayment Agreement and the transactions contemplated hereby.

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

Federal Deposit Insurance Corporation, in all of its capacities:

By:
Pamela J. Farwig
Deputy Director, Franchise and Asset Marketing

SBLC, L.L.C.

(b)(6) _____
[Redacted Signature]

By:
Glen Miller
Vice President

SBIA, L.L.C.

(b)(6) _____
[Redacted Signature]

By:
Glen Miller
Vice President

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

Federal Deposit Insurance Corporation, in all of its capacities:

(b)(6)

[Redacted signature line]

By:
Pamela J. Farwig
Deputy Director, Franchise and Asset Marketing

[Redacted signature line]

SBLC, L.L.C.

(b)(6)

[Redacted signature line]

By:
Glen Miller
Vice President

SBIA, L.L.C.

(b)(6)

[Redacted signature line]

By:
Glen Miller
Vice President

Annex B

PREPAYMENT DRAW CERTIFICATE

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:

As Applicant has delivered a Prepayment Notice (as defined under the Note) to the Beneficiary specifying a prepayment in the amount of U.S.\$ 140,547,000.00, the Applicant is making a draw under the Letter of Credit payable to the Beneficiary in such amount in full payment, satisfaction and discharge of the Note, payable to the Beneficiary on **[insert date between June 27 and June 30, 2011, inclusive]**.

The Stated Amount under the Letter of Credit shall be decreased to zero dollars (U.S.\$ 0) upon payment of this draw to the Beneficiary.

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]

Annex D

REDUCTION CERTIFICATE

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:

As Applicant has made a prepayment to the Beneficiary under the Note in the amount of U.S.\$ 140,547,000.00 in full payment, satisfaction and discharge of the Note, the Stated Amount under the Letter of Credit shall be decreased to zero dollars (U.S.\$ 0).

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

As Beneficiary

By: _____
[Name and Title]