

## AGENCY 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 Agency 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 Released Parties 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 Released Parties 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 Released Party 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 Agency 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 Released Party 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 Agency Party against a Released Party if such Released Party commences any action against any Agency Party with respect to any matter described in this Paragraph 2 or (b) to any claim that has heretofore been asserted against any Released Party in Coast-to-Coast Financial Corporation, Coast Partners and UBH, Inc. v. The United States of America. Each Agency 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 Released Parties before any government agency, administrative agency, court or other tribunal.

3. Each Agency 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 (except pursuant to the Purchase and Assumption Agreement, dated as of July 27, 2001, among the Receiver, the FDIC and the Conservator, which are released pursuant to this Release and, for the avoidance of doubt, except those claims covered by clause (b) or (c) of Paragraph 4 of this Release sold in the ordinary course of business by the Receiver or the Conservator).

4. For the avoidance of doubt, this Release applies to (and the matters described in Paragraph 2 of this Release include, without limitation) any claim for indebtedness owed by any Released Party to any Agency Party, Superior and/or Superior Federal or any of their respective direct or indirect subsidiaries, or any of their respective predecessors, successors or assigns, on any promissory note or other form of debt for which any Released Party is liable either primarily, secondarily or contingently as maker, endorser, guarantor or debtor, other than (a) the Note, (b) the personal consumer or home mortgage indebtedness of any Released Party and (c) commercial or business indebtedness existing on Superior's books on July 27, 2001 evidenced by a promissory note or other customary documentation of debt (other than such indebtedness as may have arisen directly or indirectly from or in connection with regulatory claims or matters) of an individual or entity other than CCFC, SHI or any of their respective direct or indirect subsidiaries.

5. This Release does not apply to any matters of criminal liability and does not constitute a release by any governmental agency or instrumentality other than the Agency Parties. Without limiting the foregoing, this Release does not apply to any claim, counterclaim, defense or remedy heretofore or in the future asserted by the United States Department of Justice in Coast-to-Coast Financial Corporation, Coast Partners and UBH, Inc. v. The United States of America.

6. Notwithstanding the forgoing, this Release does not constitute a release of (a) those individuals listed in the attached Schedule B with respect to any OTS proceeding for non-monetary civil or administrative remedies or (b) the individual listed in the attached Schedule C, any Excluded Party or any accountants. In addition, this Release shall not apply to and is subject to any subrogation rights 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.

7. So long as the Note has at all times been owned and held for the benefit of any Agency Party (or a partnership or other entity legally and beneficially wholly-owned and controlled by the FDIC, the Receiver, the Conservator and/or the Manager) and no Agency Party is in default under any material payment obligation under the Agreement, in the event a Payment Default or a Credit Default (each, as defined in the Note), has occurred and is continuing, in either such event and only in such events, this Release shall be voidable, in its entirety or in part, or as to any Released Party, at the sole election of the FDIC by written notice to each Superior Party (in the manner set forth in the Agreement), subject to the right of the FDIC, in its sole discretion, to reinstate this Release, in its entirety or in part, or as to any Released Party, provided, that if the FDIC elects to void this Release 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, 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 the Agreement (including by payment to the Agency Party if not the FDIC). This Release shall be irrevocable except as provided in the preceding sentence.

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

**9. 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).**

10. Each Released Party is for all purposes a beneficiary of this Release.

**Remainder of page intentionally left blank**

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

FEDERAL DEPOSIT INSURANCE CORPORATION,  
in its corporate capacity

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By: William F. Kroener, III, General Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION,  
in its capacity as receiver for Superior Bank FSB

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By: William F. Kroener, III, General Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION,  
in its capacity as conservator for Superior Federal Bank FSB

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By: William F. Kroener, III, General Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION,  
in its capacity as manager for the FSLIC Resolution Fund

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By: William F. Kroener, III, General Counsel

OFFICE OF THRIFT SUPERVISION

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By: Carolyn Buck, Chief Counsel