LIMITED LIABILITY COMPANY INTEREST
SALE AND ASSIGNMENT AGREEMENT

THIS LIMITED LIABILITY COMPANY SALE AND ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of May 6, 2008, by Gulf National One, L.L.C., a limited liability company organized and existing under the laws of Louisiana ("**Transferee**"), Market Street Mortgage Corporation, a corporation organized and existing under the laws of Florida ("**MSMC**" or "**Initial Member**"), and MSMC Venture, LLC, a limited liability company organized and existing under the laws of Delaware (the "**Company**").

RECITALS

WHEREAS, on September 28, 2007, the Federal Deposit Insurance Corporation ("**FDIC**") was appointed receiver ("**Receiver**") for NetBank; and

WHEREAS, NetBank owns all of the issued and outstanding stock of MSMC; and

WHEREAS, MSMC formed the Company and holds the sole membership interest in the Company (the "**LLC Interest**"); and

WHEREAS, Initial Member and the Company have entered into a Contribution and Assignment Agreement dated of even date hereof (the "**Contribution Agreement**"), pursuant to which Initial Member has transferred to the Company, as a capital contribution, all of MSMC's right, title and interest in and to certain Loans (as defined therein) originated by MSMC; and

WHEREAS, pursuant to the Participation and Servicing Agreement dated of even date hereof (the "**Participation Agreement**") between the Company and Initial Member, the Company has issued to Initial Member, as a return on capital, a participation interest in the Loans; and

WHEREAS, after conducting a sealed bid sale for the LLC Interest, MSMC selected Gulf Coast Bank & Trust Company as the successful bidder ("**Successful Bidder**") pursuant to the bid submitted by it (the "**Bid**") and, in accordance with the instructions governing the sealed bid sale (the "**Bid Instructions**"), the Successful Bidder has formed Transferee as a Qualified Transferee and deposited $1,910,700.00 (the "**Earnest Money Deposit**") with Initial Member; and

WHEREAS, Initial Member desires to transfer the LLC Interest to Transferee in compliance with Article VIII of the Limited Liability Company Operating Agreement between the Company and Initial Member dated of even date hereof (the "**LLC Agreement**"), and this Agreement is being entered into and delivered to the Company pursuant to Section 8.3(b) of the LLC Agreement;

NOW, THEREFORE, in consideration of the foregoing, Initial Member and Transferee hereby agree as follows:

1. **Sale and Assignment; Closing; Post-Closing Adjustment**.

(a) On the terms and subject to the conditions set forth in this Agreement, Initial Member hereby sells to Transferee, and Transferee hereby purchases from Initial Member, all of Initial Member's right, title and interest in and to the LLC Interest for a purchase price of $19,107,000.00 (the "**Purchase Price**"). On the date hereof, in satisfaction of its obligation to pay the Purchase Price, Transferee shall remit to Initial Member, by wire transfer of immediately available funds, to such account as Initial Member may direct in writing, an amount equal to the positive difference (if any) between the Purchase Price and the Earnest Money Deposit (the "**Purchase Price Payment**"). On or prior to the date hereof, Transferee shall establish the LIP Account, as defined in Section 4.03(a) of the Participation Agreement, and on the date hereof shall deposit cash in the amount of $3,353,899.82 into the LIP Account pursuant to Section 4.03(a) of the Participation Agreement (such deposit, the "**LIP Fund Deposit**").

(b) Upon (i) the receipt by Initial Member of (x) the Purchase Price Payment, (y) evidence of the establishment of the LIP Account in accordance with the provisions of Section 4.03(a) of the Participation Agreement and the Collection Account in accordance with Section 4.02 of the Participation Agreement, and (z) confirmation of receipt of the LIP Fund Deposit by the LIP Account, (ii) the delivery of the executed joinder (as required by Section 4) and Guaranty (as required by Section 5), and (iii) delivery of the completed Loan Value Schedule, in the form attached as Exhibit C, which shall be appended to the Contribution Agreement as the Loan Value Schedule thereunder, the sale and assignment of the LLC Interest to Transferee and the closing of the other transactions contemplated hereby shall be effective.

(c) By its execution and delivery of this Agreement, the Transferee hereby joins in and agrees to be bound by the terms and conditions of the Contribution Agreement as the "LLC Interest Transferee" thereunder, and Initial Member and the Company hereby acknowledge and agree to the Transferee's joinder thereto.

2. **Transferee Bound by LLC Agreement**. Transferee hereby unconditionally and irrevocably confirms and agrees to be bound by the provisions of and comply with each and every one of the covenants, agreements, obligations and duties of a Member contained in the LLC Agreement, including without limitation the restrictions on ownership and transfer set forth in Article VIII of the LLC Agreement, all as fully and to the same extent as if Transferee had originally executed the LLC Agreement as the initial member thereof, and to be bound by all waivers made and consents given by Initial Member with respect to any matter set forth therein.

3. **Withdrawal of Initial Member**. Initial Member hereby withdraws and resigns from the Company and is hereby released from its liabilities and ceases to be bound by its obligations as a Member of the Company, including without limitation any liabilities or obligations arising under or with respect to the LLC Agreement.

4. **Joinder to LLC Agreement**. Contemporaneously with the execution and delivery of this Agreement, Transferee shall execute and deliver to the Company a joinder to the LLC Agreement in the form attached hereto as Exhibit A.

5. **Guaranty**. Contemporaneously with the execution and delivery of this Agreement, Transferee shall cause to be delivered to Initial Member and the Company a guaranty in the form attached hereto as Exhibit B, duly executed by the Guarantor named therein.

6. **Representations and Warranties of Transferee**. Transferee hereby represents and warrants to Initial Member and to the Company as follows:

(a) Transferee is a "Qualified Transferee," as such term is defined in the LLC Agreement, and as such, represents and warrants that each item included in such definition is true and correct in all respects as of the date hereof as if set forth herein.

(b) All information and documents provided to Initial Member or its agents by or on behalf of Transferee or the Successful Bidder in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification, the Bid Certification, the Qualification Request and the Confidentiality Agreement, are true and correct in all respects as of the date hereof and do not fail to state any fact necessary to make the information contained therein not misleading.

7. **Exclusivity of Representations.** EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS ARE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LLC INTEREST IS SOLD "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION, WARRANTY OR RECOURSE WHATSOEVER, INCLUDING AS TO ITS VALUE (OR THE VALUE, COLLECTIBILITY OR CONDITION OF THE LOANS HELD BY THE COMPANY), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND INITIAL MEMBER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE LLC INTEREST OR THE LOANS, OR THE COLLATERAL SECURING THE LOANS.

8. **Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs (in the case of any individual), successors and permitted assigns; provided, however, that the Transferee may not assign this Agreement or any of its rights, interests or obligations hereunder. Any purported assignment or delegation in violation of this Agreement shall be null and void *ab initio*.

9. **Beneficiaries**. This Agreement shall inure to the benefit of, and may be enforced by, Initial Member, Transferee and the Company and their respective successors and assigns. There shall be no third party beneficiaries hereunder.

10. **Waivers and Amendments**. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and executed by Initial Member, Transferee and the Company.

11. **Failure to Consummate Transaction**. If for any reason, without fault of Initial Member, Transferee fails to consummate the purchase of the LLC Interest, upon the terms and conditions set forth in this Agreement, Initial Member's liquidated damages, and sole and exclusive remedy, shall be the Earnest Money Deposit. Transferee and Initial Member agree that the failure or refusal of Initial Member to alter or modify, in any way, the terms or conditions of this Agreement, the Contribution Agreement or any Ancillary Document or other documents referred to or contained in the Bid Instructions shall not constitute fault on the part of Initial Member. Transferee shall not be liable for any of the foregoing damages if Transferee is forced to withdraw its Bid after award as the result of a supervisory directive given by the FDIC or any other federal or state financial regulatory agency, provided that Initial Member shall be satisfied that such supervisory directive is legally effective. In such event, Initial Member shall refund the Earnest Money Deposit.

12. **Governing Law**. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

13. **Submission to Jurisdiction; Waivers**. Each of Initial Member, Transferee and the Company hereby irrevocably and unconditionally:

(a) (i) agrees that any suit, action or proceeding against it or any of its Affiliates by the other party arising out of or relating to or in connection with this Agreement may be instituted, and that any suit, action or proceeding by such party or any of its respective Affiliates against the other party arising out of or relating to or in connection with this Agreement shall be instituted only, in the Supreme Court of the State of New York, County of New York, or the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia (and appellate courts from any of the foregoing), as the Person instituting such suit, action or proceeding may elect in its or his sole discretion, (ii) consents and submits, for itself and its property, to the jurisdiction of such courts for the purpose of any such suit, action or proceeding instituted against it, and (iii) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law;

(b) agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 13(a) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Section 14, such service to become effective 30 days after such mailing, provided that nothing contained in this Section 13(b) shall affect the right of any party to serve process in any other manner permitted by law;

(c) (i) waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court specified in Section 13(a), (ii) waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum, and (iii) agrees not to plead or claim either of the foregoing; and

(d) WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY DOCUMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

14. **Notices**. All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be given by certified or registered mail, postage prepaid, or, delivered by hand or by nationally recognized air courier service directed to the address of such Person set forth below:

If to Initial Member, to:

Manager, Capital Markets & Resolutions
Federal Deposit Insurance Corporation
550 17th Street, NW (F-7014)
Washington, D.C. 20429-0002
Attention: Ralph Malami

with a copy to:

Senior Counsel
FDIC Legal Division
Litigation and Resolutions Branch, Receivership Section
Special Issues Unit
3501 Fairfax Drive (Room E-7056)
Arlington, Virginia 22226
Attention: David Gearin

If to Transferee, to:

Gulf National One, L.L.C.
200 St. Charles Street
New Orleans, LA 70130
Attention: Guy T. Williams

with a copy to:
Jack A. Ricci
4016 Canal Street
New Orleans, LA 70119

If to the Company, to:

Manager, Capital Markets & Resolutions
Federal Deposit Insurance Corporation
550 17th Street, NW (F-7014)
Washington, D.C. 20429-0002
Attention: Ralph Malami

with a copy to:

Senior Counsel
FDIC Legal Division
Litigation and Resolutions Branch, Receivership Section
Special Issues Unit
3501 Fairfax Drive (Room E-7056)
Arlington, Virginia 22226
Attention: David Gearin

Any such notice shall become effective when received (or receipt is refused) by the addressee, provided that any notice or communication that is received (or refused) other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next Business Day of the recipient. From time to time, any Person may designate a new address for purposes of notice hereunder by notice to such effect to the other Persons identified above.

15. **Counterparts; Facsimile Signatures**. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement was

transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

16. **Certain Defined Terms**. Capitalized terms used and not defined in this Agreement shall have the respective meanings set forth in the LLC Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TRANSFEREE:

GULF NATIONAL ONE, L.L.C.

By:_____
Name: Guy T. Williams
Title: Manager

INITIAL MEMBER:

MARKET STREET MORTGAGE CORPORATION

By: Daniel M. Bell
Name: Daniel M. Bell
Title: President

COMPANY:

MSMC VENTURE, LLC

By: Market Street Mortgage Corporation

By: Daniel M. Bell
Name: Daniel M. Bell
Title: President

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

TRANSFEREE:

GULF NATIONAL ONE, L.L.C.

By:_____
Name: Guy T. Williams
Title: Manager

INITIAL MEMBER:

MARKET STREET MORTGAGE CORPORATION

By:_____
Name: Daniel M. Bell
Title: President

COMPANY:

MSMC VENTURE, LLC

By: Market Street Mortgage Corporation

By:_____
Name: Daniel M. Bell
Title: President