SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 26TH day of Sept 2008, by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation, as receiver of NetBank, Alpharetta, GA, and Title Partners, LLC and Barbara Hansmann (collectively the "Settling Defendants"), and Fidelity National Title Insurance Company ("Fidelity") (individually, the FDIC, the Settling Defendants and Fidelity National Title Insurance Company may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to September 27, 2008, NetBank ("Bank") was a depository institution organized and existing under the laws of the United States;

On September 27, 2008, the Bank was closed by the Office of Thrift Supervision and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC as receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

Among the assets to which the FDIC as receiver succeeded were any and all of the Bank's claims, demands, and causes of actions against its brokers and title companies arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts for the Bank;

On August 28, 2006, NetBank filed a complaint for money damages against certain persons, including the Parties, who had acted as title agency and title agent in transactions for the Bank and the title insurer. On October 20, 2008, after the FDIC had been appointed receiver of the Bank, the District Court for the Eastern District of Missouri granted the FDIC's request to substitute itself as the real party in interest in this action. Those claims for damages are now pending in the United States District Court for the Eastern District of Missouri in *FDIC v. Williams* (the "Title Company Action"). The Settling Defendants have denied liability for the FDIC's claims.

The Bank asserted, and the FDIC continues to assert in the Title Company Action, that Fidelity National Title Insurance Company ("Fidelity") issued a Closing Protection Letter dated February 1, 2005 (the "Protection Letter"), which insured NetBank for certain acts of a Title Agency or Title Agent according to the terms, provisions and conditions of the Protection Letter. NetBank has made claims under the Protection Letter. Fidelity has denied the Bank and the FDIC's said assertions regarding the Protection Letter in the Title Company Action, and Fidelity has reserved its rights to deny coverage under the Protection Letter for claims asserted by FDIC concerning the Settling Defendants or otherwise. The undersigned parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned parties agree, each with the other, as follows:

SECTION I: Payment to FDIC

A. As an essential covenant and condition to this Agreement, the Settling Defendants and Fidelity, collectively, agree to pay the FDIC the sum of fifty thousand dollars ($50,000) ("the Settlement Funds") plus interest thereon-starting 30 days from the date of execution of this Agreement by the Parties-("Agreed Date"), and continuing through the date of payment, calculated at 10 percent per annum.

B. Upon the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, but no later than thirty (30) days after execution by the Parties, the Settlement Funds shall be delivered to the FDIC. **The Plaintiff will not dismiss the parties as required in Section II below, until the funds clear.**

In the event that the Settlement Funds are not delivered to the FDIC (or its counsel) by the Agreed Date the interest provision of section A, shall apply.

C. In addition, and without waiving any other rights that the FDIC may have, in the event that all Settlement Funds, including all accrued interest, are not received by the FDIC by the Agreed Date, then, the FDIC, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds, including all accrued interest, to declare this Agreement null and void or shall have the right to extend this Agreement, in its sole and absolute discretion, for any period of time until it receives all Settlement Funds, including all accrued interest, and/or shall have the right to enforce this Agreement against the Parties, in which event the non-delivering Parties agree to jurisdiction in Federal District Court in Missouri and agree to pay all of the FDIC's reasonable attorney's fees expended in enforcing the terms of this Agreement. Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void with respect to the non-delivering Parties at any time prior to receipt of all Settlement Funds, including all accrued interest, or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC declares this Agreement null and void, the FDIC will return all amounts paid to it under this Agreement by the non-delivering Parties.

SECTION II: Stipulation and Dismissal

Upon execution of this Agreement by each of the undersigned Parties, and receipt of the Settlement Funds, plus any accrued interest, and after the funds clear, the FDIC shall dismiss the Parties from this Action. The undersigned parties agree to enter stipulation(s) providing that the dismissal(s) set forth above shall be with prejudice, with each party to bear its own costs as these were originally incurred.

SECTION III: Releases

A. Release of Individual Settling Defendants by FDIC.

Effective upon payment of the settlement funds plus any accrued interest and dismissal described in SECTION(S) I and II above, and except as provided in PARAGRAPH III.E. below, the FDIC, for itself and its successors and assigns, hereby releases and discharges each of the Settling Defendants and their respective parents, subsidiaries, affiliates, and their respective employees, officers, directors, agents, heirs, executors, administrators, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as title company and title agent for the Bank, with respect to the causes of action alleged in the Title Company Action.

B. Release of FDIC by the Settling Defendants.

Effective simultaneously with the release granted in PARAGRAPH III.A. above, the Settling Defendants, on behalf of themselves individually, and their parents, subsidiaries, affiliates, and their respective employees, officers, directors, agents, respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as title company and title agent for the Bank or that arise from or relate to the Protection Letter.

C. Release of Fidelity Title Insurance Company by FDIC.

Effective simultaneously with the releases granted in Paragraphs III.A.and III.B. above, the FDIC, for itself and its successors and assigns, hereby releases and discharges Fidelity Title Insurance Company, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Protection Letter. The FDIC agrees that any interest it may have under the Protection Letter with respect to the claims made in the Title Company Action is extinguished.

D. Release of FDIC by Fidelity Title Insurance Company.

Effective simultaneously with the release granted in Paragraph III.C. above, Fidelity Title Insurance Company, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, reinsurers and their respective employees, officers directors, agents, representatives, successors and assigns, hereby releases and discharges FDIC, and its employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Protection Letter.

E. Express Reservations From Releases By FDIC.

1. Notwithstanding any other provision, by this Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

a. against the Settling Defendants or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released in this Agreement; and

c. which are not expressly released in Paragraphs III.A. or III.C. above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its

ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the District of Missouri or any other federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. Section 3663, et. seq., if appropriate.

SECTION IV: Representations and Acknowledgements

A. No Admission of Liability. The undersigned parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the party or parties subscribed thereto upon the execution by all parties to this Agreement.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a party hereto or are authorized to sign this Agreement on behalf of the respective party, and that they have the full power and authority to bind such party to each and every provision of this Agreement. FDIC warrants that as Receiver for Bank it has binding authority to enter into this agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

D. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Missouri.

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Reasonable Cooperation. The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry of any documents necessary to perform the terms of this Agreement.

G. Advice of Counsel. Each party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that party by his or her counsel.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

(b)(6)

FEDERAL DEPOSIT INSURANCE CORPORATION

Date: 9/26/08

BY:

TITLE: Supervisory Counsel

Print Name: Emily E. Sommers

Date: 9/9/08

Title Partners, L.L.C

(b)(6)

BY: [redacted]

TITLE: Counsel

PRINT NAME: John J. Barnes, Jr

(b)(6)

Date: 9/10/08

Barbara Hangsman [redacted]

(b)(6)

Date: 9/12/08

Fidelity National Title Insurance Company

BY: [redacted]

TITLE: Asst Vice President

PRINT NAME: John L. Jolly