

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

STATE OF NEBRASKA, EX REL.	)	Case No. CI08-5131
ANN M. FROHMAN,	)	
DIRECTOR OF INSURANCE OF	)	
THE STATE OF NEBRASKA,	)	
	)	ORDER RELEASING REHABILITATION
Petitioner,	)	OF RESPONDENT UPON SALE
	)	OF ITS STOCK TO
v.	)	CHICAGO TITLE INSURANCE COMPANY
	)	
COMMONWEALTH LAND TITLE	)	
INSURANCE COMPANY,	)	
	)	
Respondent.	)	

THIS MATTER comes before the Court on the Application of Ann M. Frohman, Director of Insurance for the State of Nebraska and Rehabilitator of Commonwealth Land Title Insurance Company (the "Rehabilitator"). Evidence was adduced and received. The Court, being duly advised in the premises, finds:

1. Ann M. Frohman is the Director of Insurance for the State of Nebraska and Rehabilitator of Commonwealth Land Title Insurance Company.
2. Rehabilitator and Fidelity National Financial, Inc. ("FNF"), Fidelity National Title Insurance Company ("FNT"), and Chicago Title Insurance Company ("CTI" and collectively with FNF and FNT, "Fidelity") have consented to the entry of this Order.
3. Fidelity has agreed to purchase all of the capital stock of Lawyers Title Insurance Corporation ("Lawyers") and Commonwealth Land Title Insurance Company ("Commonwealth") ("Lawyers" and "Commonwealth," collectively the "Underwriters") from

LandAmerica Financial Group, Inc. pursuant to a Stock Purchase Agreement (“SPA”) dated as of November 25, 2008 and as amended and restated as of December 12, 2008 and as approved by the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) on December 17, 2008 and as modified and approved by the Bankruptcy Court on December 21, 2008, and closing thereunder has been set for December 22, 2008.

4. The Rehabilitator and Fidelity entered into a Stipulation, a copy of which is attached to this Order as Exhibit A.

5. Effective upon the closing of the transactions contemplated under the SPA (“Closing”) and the funding of the capital contributions by Fidelity pursuant to the Stipulation (“Funding”), Commonwealth will no longer be in hazardous financial condition, as described in Neb. Rev. Stat. §44-4812(1), and Title 210, Chapter 55, section 4.06 under the Nebraska Administrative Code and should be released from rehabilitation.

6. The Court approves the terms of the Stipulation and finds that the parties should comply with the Stipulation.

**IT IS THEREFORE ORDERED:**

1. Upon the Closing and Funding, as defined above, Commonwealth is released from the Court's Order of Rehabilitation and Order of Injunction without further motion or order;

2. The Rehabilitator shall submit a status report reporting to the Court whether Closing and Funding have occurred as provided for in the SPA. If Closing and Funding have *not*

occurred, or if any of the obligations pursuant to the Stipulation are not fulfilled, this Order shall be null and void *ab initio*;

3. The terms of the Stipulation are approved and incorporated into this final and enforceable Order and are binding on the parties thereto;

4. The Underwriters are and remain jointly and severally liable for all usual and customary charges of the Nebraska Department of Insurance and all out-of-pocket costs and expenses of the Rehabilitator incurred in and in connection with the rehabilitation proceedings, including the expenses of the rehabilitation incurred in operating the Underwriters, before or after the acquisition of the Underwriters, whether for legal, consulting, management or other out-of-pocket expenses, which shall be paid in accordance with their terms, and whether or not the compensation arrangements have been approved by the Rehabilitation Court before or after the date of this Stipulation, it being understood that the compensation arrangements have been made on an hourly basis plus expenses as a general matter, and it being further understood that the Rehabilitator and not the Underwriters themselves is the holder of all applicable attorney-client and other privileges; and

5. The above captioned case is not dismissed. The Court retains jurisdiction over Commonwealth and of the above captioned case until all matters required under the Rehabilitation Act or deemed advisable by the Rehabilitator in her sole discretion have been resolved, at which time the Rehabilitator shall dismiss the rehabilitation proceedings; provided,

