

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

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In re : Chapter 11
 :
LandAmerica Financial Group, Inc., et al. : Case No. 08-35994 (KRH)
 :
Debtor. : Jointly Administered
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**ORDER: (A) APPROVING THE SALE OF LANDAMERICA
FINANCIAL GROUP, INC.'S STOCK IN CERTAIN UNDERWRITING
SUBSIDIARIES AND OTHER ASSETS; (B) APPROVING RELATED STOCK
PURCHASE AGREEMENT; (C) APPROVING FORM AND MANNER
OF NOTICE THEREOF; AND (D) GRANTING RELATED RELIEF**

This matter came before the Court on the motion¹ (the “Sale Motion”) (Docket No. 11), dated November 26, 2008, of LandAmerica Financial Group, Inc., the above-captioned debtor and debtor in possession (“LFG,” or the “Selling Debtor”),² for the entry of an order, pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (a) approving the sale (the “Sale”) of all of the issued and outstanding stock of Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation and United Capital Title Insurance Company (collectively, the “Underwriting Companies”) and other assets of LFG and its subsidiaries (collectively, the “Purchased Interests”) to Fidelity National Financial, Inc. (“FNF”), Fidelity National Title Insurance Company (“FNTIC”) and Chicago Title Insurance Company (“CTIC” and collectively with FNF and FNTIC, the “Buyers”); (b) approving the related stock

¹ Unless otherwise stated herein, all capitalized terms shall have the same meaning as set forth in the SPA (as defined herein) and the Sale Motion, as applicable. In the event of any conflict regarding the meaning of a capitalized term used in the Sale Motion, the SPA, or this Order, the meaning in the SPA shall control.

² While these bankruptcy cases have been consolidated for procedural purposes, this Order (i) relates to the Selling Debtor, and (ii) does not relate to LandAmerica 1031 Exchange Services, Inc.

purchase agreement (the “SPA”), incorporated by reference in the Sale Motion;³ (c) approving the form and manner of notice of the Sale, the Sale Motion, and Sale Hearing, as set forth in the Sale Motion; and (d) granting related relief; and the Court having reviewed the foregoing and having heard the statements of counsel and the evidence presented in support of the relief requested by the Selling Debtor in the Sale Motion at a hearing before the Court on December 16, 2008 (the “Sale Hearing”); and it appearing that the Court has jurisdiction over the matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:⁴

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and

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The SPA was filed with the Court on November 26, 2008. A copy of the SPA was also posted and made publicly available at <http://chapter11.epiqsystems.com/landamerica>.

⁴ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

9014, and Rules 2002-1 and 6004-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Notice of the Sale, the Sale Motion, and the Sale Hearing

D. The Selling Debtor sent, via first class mail on November 28 and 29, 2008, a copy of the Sale Notice that was previously approved by the Court by Order dated November 28, 2008 to all interested persons and entities, including, but not limited to: (a) the Office of the United States Trustee for the Eastern District of Virginia, (b) those creditors holding the twenty (20) largest unsecured claims against LFG’s estate, (c) all known creditors of LFG, (d) all parties that previously expressed an interest in purchasing the Purchased Interests, (e) all parties who requested notice in LFG’s chapter 11 case as of the date of the mailing, (f) the Nebraska Department of Insurance, the California Department of Insurance and the New Jersey Department of Insurance, (g) the Securities and Exchange Commission, (h) the Internal Revenue Service, (i) the United States Attorney for the Eastern District of Virginia, and (j) any other parties required by the Court. Accordingly, the Selling Debtor has provided actual written notice of the Sale, the Sale Motion, and the Sale Hearing, along with a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein, to all interested persons and entities.

E. The Selling Debtor published a notice of the Sale, the Sale Motion, and the time and place of the Sale Hearing in the national edition of *The Wall Street Journal* and the *Richmond Times-Dispatch* on December 4, 2008.

F. The Selling Debtor published a notice of its entry into the SPA, along with a copy of the SPA, as part of an 8-K that it filed with the Edgar filing service maintained by the Securities and Exchange Commission on December 1, 2008.

G. The Selling Debtor caused publication of the notice of the Sale, the Sale Motion and the time and place of the Sale Hearing on the website located at www.epiqsystems.com.

H. As evidenced by the affidavits of service previously filed with this Court and the statements of the Selling Debtor's counsel at the Sale Hearing, proper, timely, adequate, and sufficient notice of the Sale, the Sale Motion, and the Sale Hearing has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004 and 9014. The foregoing notice described in paragraphs D through G was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale, the Sale Motion, and the Sale Hearing is required.

I. The disclosures made by the Selling Debtor concerning the Sale, the Sale Motion, and the Sale Hearing were good, complete and adequate.

Good Faith of Buyers

J. The Buyers are not "insiders" of the Selling Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

K. The Buyers are purchasing the Purchased Interests in good faith and are good faith buyers within the meaning of section 363(m) of the Bankruptcy Code, and are therefore entitled to the full protection of that provision, and otherwise have proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) the Buyers recognized that the Selling Debtor was free to deal with any other party interested in acquiring the Purchased Interests; (b) the Buyers in no way induced or caused the chapter 11 filing by the Selling Debtor; (c) all payments to be made by the Buyers and other agreements or arrangements entered into by the Buyers in connection with the Sale have been disclosed; (d) the Buyers have not violated section 363(n) of the Bankruptcy

Code by any action or inaction; (e) no common identity of directors or controlling stockholders exists between the Buyers and the Selling Debtor; and (d) the negotiation, documentation and execution of the SPA, and all other agreements, instruments and documents that are contemplated under the SPA or that may be reasonably necessary or desirable to implement the Sale and the performance of the transactions contemplated under the SPA (such additional agreements, documents and instruments being collectively referred to as the “Ancillary Documents”), were done at arms’ length and in good faith.

Best Option for LFG

L. When the Selling Debtor determined that it was appropriate to pursue various financial alternatives in mid-September 2008, it retained JP Morgan as its financial advisor and investment banker and Wachtell Lipton Rosen & Katz as its mergers & acquisitions counsel to assist LFG in its analysis, consideration and pursuit of potential strategic alternatives. LFG’s Board of Directors also established a special committee to review, evaluate, and negotiate potential strategic transactions. Such special committee met on approximately 21 occasions and the Board met on approximately 13 occasions to review and discuss the Selling Debtor’s strategic alternatives.

M. Along with its advisors, the Selling Debtor reviewed and considered numerous potential strategic and financial suitors (including one of its largest shareholders) that it believed might be interested and capable of pursuing a transaction. Approximately 5 potential suitors executed non-disclosure agreements and were given access to extensive due diligence materials, including access to a comprehensive electronic data room containing over 2,700 documents and tens of thousands of pages of due diligence materials, as well as management presentations. Initial discussions took

place with one of the Debtor's largest shareholders and then one of the Debtor's primary competitors. Ultimately, the special committee determined it was appropriate to pursue several potential avenues and engaged in simultaneous discussions with numerous potential suitors, including competitors, private equity funds and insurance companies.

N. With the exception of the Buyers, none of the Selling Debtor's competitors expressed an interest and the capability of timely consummating a meaningful transaction with the Selling Debtor.

O. On November 7, 2008, LFG and FNF executed a merger agreement (the "Prior Merger Agreement").

P. On November 18, 2008, the Nebraska Department of Insurance ("NEDOI") informed Commonwealth Land Title Insurance Company and Lawyers Title Insurance Corporation that NEDOI believed such companies were in a hazardous financial condition and NEDOI intended to place them either under administrative supervision or rehabilitation if their financial condition worsened or if the Prior Merger Agreement were terminated.

Q. On November 21, 2008, FNF exercised its right to terminate the Prior Merger Agreement.

R. On November 21, 2008, NEDOI informed Commonwealth Land Title Insurance Company and Lawyers Title Insurance Corporation that they would be placed into rehabilitation the following week. On November 24, 2008, NEDOI filed a petition to place Commonwealth Land Title Insurance Company and Lawyers Title Insurance Corporation into rehabilitation. On November 26, 2008, the Rehabilitation Court granted such petition, thereby placing Commonwealth Land Title Insurance Company and

Lawyers Title Insurance Corporation into rehabilitation and appointing the Director of NEDOI as the rehabilitator.

S. Ultimately, the special committee and the Board of the Selling Debtor concluded that, by virtue of its exhaustive effort to sell its business or otherwise engage in an alternative transaction, and the need for any prospective suitor to have regulatory approval, the Buyers were the only parties interested and capable of timely consummating a transaction that would be in the best interests of the Selling Debtor. Hence, on November 25, 2008, the Selling Debtor and the Buyers entered into the SPA.

T. On December 12, 2008, the Selling Debtor and the Buyers executed an amended and restated version of the SPA (the "Revised SPA"). On that day, the Selling Debtor also filed with the Court and posted on the website of the Court's noticing agent a copy of the Revised SPA, and served a copy of the Revised SPA on the Master Service List maintained by such noticing agent.

U. Neither the SPA nor the Revised SPA precluded the Selling Debtor from considering other offers for the Purchased Interests.

V. Subsequent to the filing of the Sale Motion, certain parties (including some of whom had conducted due diligence prior to the execution of the Prior Merger Agreement and SPA) contacted the Selling Debtor and expressed an interest in conducting due diligence with respect to a competing transaction.

W. The Selling Debtor promptly granted these parties access to its electronic data room and its full cooperation.

X. As of the date hereof, the Selling Debtor has not received an offer that is higher or better than the offer contained within the Revised SPA.

Y. As a result of its prior concerted sale efforts, the rehabilitation proceedings that have been commenced by NEDOI, and the impact that such proceedings and the commencement of the Selling Debtor's chapter 11 case are having on the business, prospects and value of the Underwriting Companies, the Selling Debtor believes that the Revised SPA represents the best option for LFG and the Purchased Interests at this time, given the existing and exigent circumstances. The carefully negotiated and agreed-upon terms and conditions of the Revised SPA will provide a greater recovery for the Selling Debtor's estate than would be provided by any other available alternative. The Selling Debtor's determination that the Revised SPA represents the best option for LFG and the Underwriting Companies constitutes a valid and sound exercise of the Selling Debtor's business judgment.

Z. Indeed, in the event that the Court does not grant the Sale Motion, the Underwriting Companies (which have already been placed into rehabilitation) likely will end up in "run-off."

AA. The Revised SPA represents a fair and reasonable offer to purchase the Purchased Interests under the circumstances of LFG's chapter 11 case. Approval of the Revised SPA and the Ancillary Documents and the consummation of the transactions contemplated therein is in the best interests of the Selling Debtor, its creditors, its estate and other parties in interest.

BB. The Director of NEDOI has approved the Form A for the Buyers' acquisition of the Underwriting Companies pursuant to the Nebraska Company Holding Act and Form A thereunder.

CC. The Selling Debtor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

No Fraudulent Transfer

DD. The consideration provided by the Buyers pursuant to the Revised SPA is fair and adequate, represents consideration deemed valuable in law and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The transactions contemplated under the Revised SPA have not been entered into in order to hinder, delay or defraud any of the Selling Debtor's creditors or any other parties in interest.

Validity of the Sale and Treatment of Liens

EE. The Selling Debtor has full corporate power and authority to execute and deliver the Revised SPA and the Ancillary Documents, and no further consents or approvals are required for the Selling Debtor to consummate the transactions contemplated by the Revised SPA and the Ancillary Documents except as otherwise set forth in the Revised SPA or this Order.

FF. As of the date hereof, except as provided in the Revised SPA, the Purchased Interests constitute property of the Selling Debtor's bankruptcy estate and title thereto is vested in the Selling Debtor's bankruptcy estate.

GG. As of the date hereof, the Purchased Interests are not encumbered with any liens and encumbrances. However, should any liens and encumbrances nonetheless exist as to the Purchased Interests as of the Closing Date, all such liens and encumbrances shall be deemed to have been released and removed such that the Purchased Interests are sold

to the Buyers free and clear of all liens, claims, encumbrances and other interests, with all such liens, claims, encumbrances and other interests to attach to the Net Proceeds of the Sale (as defined below), subject to any claims and defenses that the Selling Debtor may possess with respect thereto (provided that the foregoing shall not operate to release any liens, claims, encumbrances or other interests against the UCTIC Shares (as defined in the Revised SPA)).

HH. Accordingly, the transfer of the Purchased Interests to the Buyers will be, as of the Closing Date, a legal, valid, and effective transfer, and will vest the Buyers with all right, title, and interest of the Selling Debtor to the Purchased Interests free and clear of all liens, claims, encumbrances and other interests against the Purchased Interests existing as of the Closing Date or otherwise accruing, arising or relating to any time prior to the Closing Date (collectively, “Liens”) (provided that the foregoing shall not operate to release any liens, claims, encumbrances or other interests against the UCTIC Shares).

Section 363(f) Is Satisfied

II. The Buyers would not have entered into the Revised SPA and would not consummate the transactions contemplated thereby if the Purchased Interests were encumbered with any Liens as of the Closing Date or the Buyers could be liable for any Liens on the Purchased Interests in the future.

JJ. The Selling Debtor may sell the Purchased Interests to Buyers free and clear of all Liens against such Purchased Interests (other than Liens against the UCTIC Shares) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. With respect to any and all entities asserting a Lien, including, without limitation, any options, pledges, security interests, claims, equities, reservations, third party rights, voting trusts or similar arrangements, charges or

other encumbrances or restrictions on or conditions to transfer or assignment of any kind (including, without limitation to the generality of the foregoing, restrictions or conditions on or to the transfer, assignment or renewal of licenses, permits, registrations and authorizations or approvals of or with respect to governmental units and instrumentalities), whether direct or indirect, absolute or contingent, matured or unmatured, liquidated or unliquidated on or against the Purchased Interests (other than the UCTIC Shares) either (i) such entity has consented to the sale free and clear of its Lien, with such Lien to attach to the Net Proceeds of the Sale respectively, (ii) applicable non-bankruptcy law permits the sale of the Purchased Interests free and clear of such Lien, (iii) such Lien is in *bona fide* dispute, or (iv) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Lien, so that the conditions of section 363(f) of the Bankruptcy Code have been met.

KK. Those holders of Liens against the Purchased Interests (other than the UCTIC Shares) who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Liens who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Liens, if any, in each instance against any of the Purchased Interests, attach to the Net Proceeds of the Sale ultimately attributable to the Purchased Interests in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Selling Debtor and its estate may possess with respect thereto.

Compelling Circumstances for an Immediate Sale

LL. To maximize the value of the Purchased Interests and to preserve the viability of the businesses represented by the Purchased Interests, it is essential that the Sale of the Purchased Interests occur immediately. Time is of the essence in consummating the Sale.

MM. Given all of the circumstances of LFG's chapter 11 case and the adequacy and fair value of the purchase price under the Revised SPA, the proposed Sale of the Purchased Interests to the Buyers constitutes a reasonable and sound exercise of the Selling Debtor's business judgment and should be approved.

NN. The consummation of the transactions contemplated under the Revised SPA and the Ancillary Documents is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f) and 363(m) and all of the applicable requirements of such sections have been complied with in respect of the transactions.

Competition Issues

OO. On December 14, 2008, the Selling Debtor received a copy of a draft purchase agreement that purported to reflect the terms on which Stewart Title Guaranty Company and its affiliates (collectively, "Stewart") was willing to purchase the shares of the Underwriting Companies and other assets (the "Draft Stewart SPA").

PP. The Federal Trade Commission (the "FTC") appeared and participated in the hearing on the Sale Motion.

QQ. The FTC stated that it would likely issue a request for additional information ("Second Request") under the Hart-Scott-Rodino Act ("HSR Act"), 15 U.S.C. § 18a, at or before 11:59 p.m. on Thursday, December 18, 2008, if the transaction contemplated by the Draft Stewart SPA was determined to be a bona fide transaction that

serves as an alternative to the transactions contemplated under the Revised SPA. On the other hand, according to the FTC, if the Draft Stewart SPA does not represent a bona fide transaction, then the antitrust doctrine known as the failing firm defense would likely apply, and there would be no reason for the FTC to continue its investigation and issue a Second Request. The issuance of Second Request would extend the waiting period under the HSR Act beyond December 22, 2008, and thus prevent consummation of the transactions contemplated under the Revised SPA by that time.

RR. In determining to approve Stewart's Form A application on December 15, 2008, the Director of NEDOI did not consider whether the transaction contemplated by the Draft Stewart SPA was capable of being consummated, but rather whether Stewart met the statutory criteria as an acquirer of an insurance company contained in Neb. Rev. Stat. § 44-2127.

SS. Stewart's Chief Executive Officer testified and was subject to cross-examination. Based upon that testimony and other evidence on the record, the Court finds that the transaction contemplated by the Draft Stewart SPA is not credible, not bona fide and is incapable of being closed. The Court further finds that the Stewart transaction, even if capable of being closed, which it is not, would not result in any meaningful benefit to the Bankruptcy Estate.

TT. Based upon the testimony of the Director of NEDOI, a sale of the Purchased Interests must be consummated on or before December 22, 2008 or the Director of NEDOI will order the Underwriting Companies to cease writing new insurance policies and will place the Underwriting Companies' respective businesses into "run-off" or liquidation.

UU. The transactions contemplated under the Revised SPA and the Ancillary Documents represent the one and only opportunity for the Underwriting Companies to continue as a going concern.

VV. Absent the approval and consummation of the transactions contemplated under the Revised SPA and the Ancillary Documents, the Underwriting Companies will cease to operate.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

a. The relief requested in the Sale Motion is granted and approved in all respects.

b. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objections have been otherwise satisfied or adequately provided for.

c. Except as it relates in any respect to the Buyers or to the transactions contemplated by the Revised SPA and the Ancillary Documents, nothing in this Order, the Revised SPA, the Ancillary Documents, pleadings or testimony related thereto shall constitute or be construed or usable as a finding of fact, admission or waiver with respect to the legal or equitable characterization of any transfer or obligation by and among LFG and any other person or entity (including an affiliate); provided, however, that no person or entity shall be permitted to amend, challenge, avoid, or nullify the terms of this Order, the Revised SPA or the Ancillary Documents.

Approval of the SPA

d. The Revised SPA and all Ancillary Documents and all of the terms and conditions thereof are hereby approved.

e. Pursuant to section 363(b) of the Bankruptcy Code, the Selling Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) enter into, execute and assume the Revised SPA and all Ancillary Documents, (ii) consummate the Sale of the Purchased Interests to the Buyers, (iii) perform and implement all of the terms, conditions and obligations of the Revised SPA and the Ancillary Documents, and (iv) close the Sale as contemplated in the Revised SPA, the Ancillary Documents and this Order.

f. This Order shall be binding in all respects upon the Selling Debtor, its estate, all creditors of, and holders of equity interests in, the Selling Debtor (whether known or unknown), any holders of Liens against or on all or any portion of the Purchased Interests, the Purchased Interests and any trustees, if any, subsequently appointed in the Selling Debtor's chapter 11 case or upon any subsequent conversion to chapter 7 of the Bankruptcy Code. This Order and the Revised SPA shall inure to the benefit of the Selling Debtor, its estate, its creditors, the Buyers and their respective successors and assigns. The Revised SPA and all Ancillary Documents shall be treated as having been assumed by the Selling Debtor pursuant to this Order, and hence such agreements shall not be subject to rejection.

Transfer of the Purchased Interests

g. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Selling Debtor is authorized to transfer the Purchased Interests to the Buyers on the Closing Date. Such Purchased Interests shall be transferred to the Buyers upon and as of

the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Purchased Interests and, upon the Selling Debtor's receipt of the Purchase Price, shall be free and clear of all Liens (provided that the foregoing shall not operate to release any liens, claims, encumbrances or other interests against the UCTIC Shares). Upon the Closing, the Buyers shall take title to and possession of the Purchased Interests. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Purchased Interests (other than the UCTIC Shares) shall be free and clear of (a) any and all Liens, and (b) all interests, liabilities, obligations or claims, including, without limitation, all "claims" within the meaning of section 101(5) of the Bankruptcy Code.

h. All persons and entities holding Liens or interests in all or any portion of the Purchased Interests (other than the UCTIC Shares) arising under, out of, in connection with, or in any way relating to the Selling Debtor, the Purchased Interests, the operation of the Selling Debtor's business prior to the Closing Date, or the transfer of the Purchased Interests to the Buyers, hereby are forever barred, estopped and permanently enjoined from asserting against the Buyers or their successors or assigns, their property, or the Purchased Interests, such persons' or entities' Liens or interests in and to the Purchased Interests. On the Closing Date, each creditor is authorized to execute such documents and take all other actions as may be necessary to release all Liens on the Purchased Interests, if any, as provided for herein, as such Liens may have been recorded or may otherwise exist.

i. Any amounts that may become payable by the Selling Debtor to the Buyers or a third party in accordance with the terms of the Revised SPA or the Ancillary

Documents shall be an allowed administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

j. Each and every term and provision of this Order, together with the Revised SPA and the Ancillary Documents, shall be binding in all respects upon, the Selling Debtor, the Selling Debtor's estate, its creditors, shareholders, and third parties, and their respective successors or assigns, including but not limited to any persons asserting any Lien against or interest in the Selling Debtor's estate or any of the Purchased Interests. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Selling Debtor to sell and transfer the Purchased Interests to the Buyers in accordance with the terms of the Revised SPA, the Ancillary Documents and this Order.

k. All persons and entities that are in possession of some or all of the Purchased Interests on the Closing Date are directed to surrender possession of such Purchased Interests to the Buyers or their assignee at the Closing.

l. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to act to cancel any of the Liens and other encumbrances of record against the Purchased Interests.

m. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Purchased Interests shall not have delivered to the Selling Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens or interests which the

person or entity has or may assert with respect to all or any portion of the Purchased Interests, the Selling Debtor is hereby authorized, and the Buyers are hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Interests.

n. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Revised SPA and the Ancillary Documents.

Application of Sale Proceeds

o. At the Closing of the transactions contemplated under the Revised SPA, and prior to the distribution or application of the proceeds of the Sale to any other person, entity or indebtedness, the Selling Debtor shall apply the proceeds of the Sale to the obligations arising under Section 5.8(k) of the Revised SPA, so as to fully satisfy all such obligations arising under such Section 5.8(k).

p. Notwithstanding anything to the contrary contained in this Order, any Liens against the Purchased Interests (to the extent any exist and other than with respect to the UCTIC Shares) shall attach solely to that portion of the proceeds of the Sale that

exists after the satisfaction of the Selling Debtor's obligations under the foregoing paragraph (the "Net Proceeds").

LFG Deferred Compensation Plans

q. At the closing of the transactions contemplated under the Revised SPA and in contemplation that FNF (or one of its wholly-owned subsidiaries) shall assume sponsorship of the LFG Deferred Compensation Plans and the obligations arising thereunder, the Selling Debtor shall transfer, or caused to be transferred, the assets associated with each of the LFG Deferred Compensation Plans, including but not limited to the life insurance policies and the assets of each trust established under the LFG Deferred Compensation Plans, to FNF (or such wholly-owned subsidiary of FNF that assumes sponsorship of the LFG Deferred Compensation Plan), so as to fully satisfy all obligations arising under Section 5.8(c) of the Revised SPA. As a result thereof, the entity assuming sponsorship of the LFG Deferred Compensation Plans (and the obligations arising thereunder) will receive and become the owner of all assets of the LFG Deferred Compensation Plans, including all assets that were intended to serve as the funding source for the obligations arising under the LFG Deferred Compensation Plans, such that these assets shall continue to serve as the source for the payment of benefits under the LFG Deferred Compensation Plans following the closing of the Revised SPA. With respect to those assets held in trusts and which must remain in the respective trust, the Selling Debtor shall amend the trust agreements to provide that FNF or its designee shall become the "grantor" and the "Company" with respect to such trusts.

r. Following the assumption of the sponsorship of the LFG Deferred Compensation Plans and the receipt of assets described in the foregoing paragraph, FNF (or such wholly-owned subsidiary of FNF that assumes sponsorship of the LFG Deferred

Compensation Plans and receives the corresponding assets) shall not be subject to the avoidance or liability for the recovery of any payment made in accordance with the terms of the LFG Deferred Compensation Plans, it being the intent of this Court that no person or entity may bring any claim seeking to recover such payments or the assets described in the foregoing paragraph as a preference.

Other Provisions

s. Effective upon the Closing Date, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyers, their successors and assigns, or the Purchased Interests, with respect to any Lien or interest arising under, out of, in connection with or in any way relating to the Purchased Interests, or commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of the Revised SPA, the Ancillary Documents or this Order.

t. Except for certain assumed liabilities expressly identified in the Revised SPA or as otherwise expressly provided for in this Order, the Buyers shall not by virtue of consummation of the Revised SPA and the Ancillary Documents be deemed to have assumed any liability or other obligation of the Selling Debtor.

u. The transfer of any assets described in Section 5.10(a) or (b) of the Revised SPA shall be subject to the limitations set forth in such sections, including receipt of approval of this Court to the extent necessary.

v. Pursuant to section 365 of the Bankruptcy Code, LFG is authorized to assume and assign any executory contract or unexpired lease of LFG described in Section 5.9(a)(iii), 5.9(a)(iv), 5.10(c) or 5.10(d) of the Revised SPA if the counterparty to such

executory contract or unexpired lease consents to such assumption and assignment in writing. To the extent a counterparty to an agreement of LFG described in Section 5.9(a)(iii), 5.9(a)(iv), 5.10(c) or 5.10(d) of the Revised SPA does not consent to the assumption and assignment of such agreement, such agreement may only be assumed and assigned pursuant to a separate order of this Court; provided in each case described in this paragraph that (i) the foregoing is without prejudice to the Selling Debtor's rights to assume and assign over the objection of the counterparty to such executory contract or unexpired lease under section 365 of the Bankruptcy Code and (ii) any transfer of any asset described in Sections 5.10(c) or (d) shall remain at Buyers' option pursuant and subject to the terms of the Revised SPA.

w. The assignment of any interest of a non-debtor affiliate of LFG (other than the Underwriting Companies) described in Section 5.9(a)(iii), 5.9(a)(iv), 5.10(c) or 5.10(d) of the Revised SPA shall be subject to the receipt of consent from the third party to such agreement to the extent required under such agreement or applicable non-bankruptcy law; provided that any transfer of any asset described in Sections 5.10(c) or (d) shall remain at Buyers' option pursuant and subject to the terms of the Revised SPA.

x. The transactions contemplated by the Revised SPA and the Ancillary Documents are undertaken by the Buyers without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and the Sale are duly stayed pending such appeal. The Buyers are good faith buyers within the meaning of section

363(m) of the Bankruptcy Code and, as such, are entitled to the full protections of section 363(m) of the Bankruptcy Code.

y. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) LFG's chapter 11 case, (ii) any subsequent chapter 7 case into which such chapter 11 case may be converted, or (iii) any related proceeding subsequent to entry of this Order, shall conflict with, derogate from, or affect in any manner, the provisions of the Revised SPA, the Ancillary Documents or the terms of this Order. Further, the provisions of this Order and any actions taken pursuant hereto shall survive the entry of an order which may be entered confirming any plan of reorganization or liquidation of the Selling Debtor or the conversion of this Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code.

z. There are no brokers involved in consummating the Sale and hence no broker commissions are due.

aa. The failure to specifically reference or to include any particular provision of the Revised SPA or the Ancillary Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that each and every provision of the Revised SPA and the Ancillary Documents be authorized and approved in its entirety.

bb. The Revised SPA and the Ancillary Documents may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Selling Debtor's estate (a "material modification"), and provided however that any such material modification may

be made without further order of the Court if made following two calendar days prior written notice to, or with the prior consent of, the Official Committee of Unsecured Creditors appointed in LFG's chapter 11 case (the "Committee"), provided that the Committee shall make a representative available on a real time basis in the event such modification, amendment or supplement needs to be made at the Closing and the Committee's consent shall not be unreasonably withheld.

cc. Subject to any other dispute resolution provision set forth in any of the Ancillary Documents, the Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Revised SPA, all amendments thereto and any waivers and consents thereunder and each of the Ancillary Documents and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

dd. Unless otherwise dictated herein, all time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

ee. The requirement set forth in Local Bankruptcy Rule 9013-1(G) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Sale Motion or otherwise waived.

ff. To the extent there are any inconsistencies between the terms of this Order and the Revised SPA, the terms of the Revised SPA shall control.

gg. Subject to the foregoing paragraph, to the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in LFG's chapter 11 case, the terms of this Order shall govern.

hh. The stay provision of Bankruptcy Rule 6004(h) and any other similar rule shall not apply to this Order, and hence, this Order shall be effective immediately upon its entry.

[The remainder of this page has been left blank intentionally and the signature page follows immediately hereafter.]

Dated this ____ day of December 2008. ENTERED:

United States Bankruptcy Judge

Order Jointly Approved & Submitted by:

Counsel for the Selling Debtor:

Counsel for the Buyers:

/s/ Dion W. Hayes

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LOCAL BANKRUPTCY RULE 9022-1(C) CERTIFICATION

Pursuant to Local Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Dion W. Hayes
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