

STATE OF OHIO
DEPARTMENT OF INSURANCE
50 West Town Street
Third Floor – Suite 300
Columbus, Ohio 43215

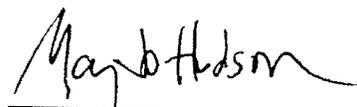
IN THE MATTER OF: : MARY JO HUDSON
: SUPERINTENDENT OF INSURANCE
LAWYERS TITLE INSURANCE :
CORPORATION, TRANSNATION TITLE :
INSURANCE CORPORATION AND :
COMMONWEALTH LAND TITLE : ORDER ADOPTING MULTI-STATE
INSURANCE COMPANY, MULTI-STATE : REGULATORY SETTLEMENT
REGULATORY SETTLEMENT : AGREEMENT CONCERNING CAPTIVE
AGREEMENT CONCERNING CAPTIVE : TITLE REINSURANCE
TITLE REINSURANCE ARRANGEMENTS : ARRANGEMENTS

WHEREAS, this matter comes to the attention of the Superintendent of Insurance for the State of Ohio upon notification of resolution of the above-referenced matter, the terms and conditions of which are set forth in a Multi-State Regulatory Settlement Agreement Concerning Captive Title Reinsurance Arrangements (the "Multi-State Agreement"), which has an effective date of April 5, 2010;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Multi-State Agreement entered into between the above-referenced companies and the Signatory Regulators, a copy of which is attached hereto and is incorporated herein, is accepted.

IT IS HEREBY FURTHER ORDERED that the Company shall immediately initiate compliance with all terms and conditions of the Multi-State Agreement.

Dated: 6/2/10



Mary Jo Hudson
Superintendent of Insurance

**IN THE MATTER OF LAWYERS TITLE INSURANCE CORPORATION, TRANSNATION
TITLE INSURANCE CORPORATION, AND COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

**MULTI-STATE REGULATORY SETTLEMENT AGREEMENT CONCERNING CAPTIVE TITLE
REINSURANCE ARRANGEMENTS**

THIS MULTI-STATE REGULATORY SETTLEMENT AGREEMENT (the "Multi-State Agreement") is entered into on this 5th day of April, 2010, by and between Lawyers Title Insurance Corporation ("Lawyers"), Transnation Title Insurance Corporation ("Transnation") and Commonwealth Land Title Insurance Company ("Commonwealth"), and the Insurance Commissioners of those states (the "Signatory States") who adopt, approve and agree to this Multi-State Agreement in accordance with the provisions of this Multi-State Agreement. The Signatory States find and order as follows:

1. At all relevant times, the Signatory States had jurisdiction over Lawyers, Transnation and Commonwealth and the subject matter of this Multi-State Agreement.
2. Since 2004, various state Departments of Insurance have investigated the Underwriters to determine whether certain captive title reinsurance arrangements violated state and federal kickback laws.
3. In 2008, Transnation merged with and into Lawyers and ceased its corporate existence.
4. In November 2008, LandAmerica Financial Group, Inc., the former parent company of the Underwriters ("Former Parent Company") and certain of its subsidiaries filed for bankruptcy protection.
5. Also in November 2008, the State of Nebraska Department of Insurance placed Commonwealth and Lawyers (collectively referred to herein as the "Underwriters") into rehabilitation.
6. On December 22, 2008, through certain of its subsidiaries, Fidelity National Financial, Inc. ("Fidelity National") acquired the Underwriters from the Former Parent Company (the "Acquisition").
7. Shortly before the Acquisition:
 - A. The Underwriters' Surplus had declined \$124 million or nearly thirty (30) percent;
 - B. Receivables owed to the Underwriters from the Former Parent Company in the amount of \$157 million had become uncollectible as the Former Parent Company had filed for bankruptcy protection;

- C. As a result of a series of transactions with the Former Parent Company and certain affiliates, the Underwriters collectively held auction rate securities which had been exchanged for bonds and cash totaling \$70.1 million; and
 - D. The Underwriters' customer base eroded due to concerns over the companies' future.
8. Following the Acquisition, Fidelity National:
- A. Reinsured numerous transactions to retain customers;
 - B. Contributed cash in the amount of \$157 million to replace surplus lost from the Former Parent Company's receivable;
 - C. Issued notes receivable totaling \$57.4 million from Fidelity National to the Underwriters designed to avoid a hazardous financial condition;
 - D. Wrote down other-than-temporary impairment losses on the Underwriters' books in the amount of \$38.1 million to account for the decline in the value of the auction rate securities; and
 - E. Subsequently contributed more than \$57 million in cash.
9. Fidelity National, and certain of its subsidiaries, previously resolved a similar investigation¹, and after having acquired the Underwriters, also seeks to have the Underwriters resolve the Signatory States' investigation of the Underwriters.
10. Based upon the Signatory States' review of the relevant information and documentation provided by the Underwriters and other information and documentation they have reviewed throughout the course of their investigation prior to Fidelity National's acquisition of the Underwriters, the Signatory States have agreed to accept the findings and the terms of settlement set forth in this Multi-State Agreement.
11. By their signatures and delivery of this Multi-State Agreement, as described below, and by virtue of the execution of this Multi-State Agreement by the Signatory States, the Signatory States each acknowledge and agree that they have read and understand the terms and conditions of this Multi-State Agreement and agree that the execution of this document fairly, reasonably and adequately addresses the concerns of affected citizens in their respective states. In addition, the Signatory States, by way of signature below, give that state's express assurance that under applicable state laws, rules, regulations and judicial rulings, each has the authority to enter into this Multi-State Agreement.

¹ In September 2005, Chicago Title Insurance Company, Fidelity National Title Insurance Company, Security Union Title Insurance Company, Fidelity National Title Insurance Company of New York, and Ticor National Title Insurance Company entered into a similar multi-state regulatory settlement agreement with various insurance commissioners regarding certain captive title reinsurance arrangements.

12. The Signatory States allege that the Underwriters entered into two relevant types of reinsurance arrangements. These arrangements are known as: (1) Single-parent captive title reinsurance; and (2) sponsored captive title reinsurance, also known as protected cell captive reinsurance.
13. In a single parent captive reinsurance arrangement, a settlement producer (a homebuilder or lender) and a title insurer enter into a reinsurance treaty. The title insurer agrees to cede title insurance policy liability to a reinsurer owned in whole or in part by a homebuilder or lender, or their respective affiliates.
14. In a sponsored captive reinsurance arrangement, a settlement producer (homebuilder or realtor, or group of either or both) and a title insurer enter into a reinsurance treaty. The title insurer agrees to cede title insurance policy liability to a reinsurer that is owned by the title insurer itself. The title insurer maintains each settlement producer's business in individual accounts within the reinsurance entity.
15. The Underwriters assert their belief that the captive title reinsurance agreements (and related Participation Agreements) to which they were a party were structured in conformance with the provisions of federal law (RESPA).
16. The Signatory States assert that the captive title reinsurance arrangements described herein violate state and federal laws prohibiting kickbacks for the referral of title business, including, but not limited to 12 U.S.C. § 2607, commonly referred to as Section 8 of The Real Estate and Settlement Procedures Act of 1974 ("RESPA").
17. The Signatory States and the Underwriters, in order to avoid the expense, uncertainty, and distractions of litigation, and without the Underwriters admitting or denying the allegations set forth in this Multi-State Agreement, desire to resolve this matter and therefore stipulate and agree as set forth in this Multi-State Agreement.
18. The Underwriters confirm that they are not currently, and will not in the future, engage in any captive reinsurance arrangements.
19. The Underwriters are also ordered to cease and desist operating under the described captive reinsurance arrangements.
20. The Underwriters confirm that they are not, and agree that they will not, enter into any new captive reinsurance arrangements substantially similar to those described and affected by this Multi-State Agreement, provided, however, that Fidelity National will be relieved from the cease and desist terms of this agreement by any order entered by a court of competent jurisdiction determining that the above-described captive reinsurance arrangements or participation agreements, or those substantially similar to the same, are legal under federal law and the respective state law of the Signatory State.
21. The intent and purpose of this Multi-State Agreement is to provide for the complete settlement of the alleged violations described in this Multi-State Agreement, occurring on

or before the effective date of this Multi-State Agreement. Any other allegations, facts, and issues not described in this Multi-State Agreement have not been considered and are not made a part of this Multi-State Agreement.

22. By entering into this Multi-State Agreement, the Underwriters shall not be deemed to have made any admission of liability or wrongdoing. By execution of this Multi-State Agreement, it is the intent of the Signatory States and the Underwriters to resolve all issues pertaining to the matters alleged above without the expense and uncertainty of litigation.
23. This Multi-State Agreement shall not be used as evidence of the truth of the facts alleged by the Signatory States, or as evidence of an admission or wrongdoing.
24. The Underwriters understand and acknowledge that this Multi-State Agreement is a public record. They further understand that one or more of the Signatory States will send notice of this Multi-State Agreement to the NAIC, and that the Signatory States may, in their discretion, notify any other person of the content and terms of this Multi-State Agreement.
25. This Multi-State Agreement constitutes the complete agreement between the Underwriters and the Signatory States. All previous agreements, understandings, representations or warranties have been fully and completely merged and integrated into this Multi-State Agreement.
26. The Underwriters are aware of and understand their right to receive a formal notice of hearing and to have a formal administrative hearing as to this matter pursuant to the laws of the Signatory States. The Underwriters hereby waive those rights and request that this Multi-State Agreement be accepted by the Signatory States with the same force and effect as an order entered into as a result of a formal administrative proceeding. The Underwriters further waive their right to either administrative or judicial appeal this Multi-State Agreement.
27. This Multi-State Agreement shall be binding on the Underwriters and on the Signatory States executing this Multi-State Agreement. Any State that wishes to become a party to this Multi-State Agreement shall execute a State Amendment page within sixty (60) days from the effective date of this Multi-State Agreement, which is April 5, 2010.
28. The Signatory States reserve the right to impose fines, penalties, and take any and all other actions necessary to carry out the terms of this Multi-State Agreement if the Underwriters fail to comply in good faith with all provisions of this Multi-State Agreement. In such event, the Underwriters shall be responsible for reimbursing the affected Signatory State(s) for expenses incurred in bringing such action. Each Signatory State reserves the right to request from the Underwriters proof of compliance in such State to ensure that the provisions of this Multi-State Agreement are enforced.
29. The Underwriters enter into this Multi-State Agreement voluntarily, absent any duress or coercion on behalf of the Signatory States, after the opportunity to consult with legal

counsel, and with full understanding of the legal consequences of this Multi-State Agreement.

30. This Multi-State Agreement may be executed in counterparts, and a facsimile signature will have the same force and effect as an original signature penned in ink. When the Underwriters and each of the Signatory States has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-executed Multi-State Agreement which shall be binding upon and effective as to that particular Signatory State according to its terms.

APPROVED AND AGREED TO BY AND ON BEHALF OF Lawyers Title Insurance Corporation and Commonwealth Land Title Insurance Company

LAWYERS TITLE INSURANCE CORPORATION

By: *[Signature]*
Its SVIP

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: *[Signature]*
Its SVIP

IN THE MATTER OF LAWYERS TITLE INSURANCE CORPORATION, TRANSNATION
TITLE INSURANCE CORPORATION, AND COMMONWEALTH LAND TITLE INSURANCE
COMPANY

MULTI-STATE REGULATORY SETTLEMENT AGREEMENT CONCERNING CAPTIVE TITLE
REINSURANCE ARRANGEMENTS

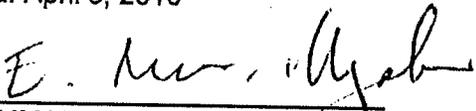
STATE AMENDMENT

This Multi-State Settlement Agreement is accepted by the Minnesota Commissioner of the Department of Commerce with full force and effect in accordance with the terms of the Multi-State Agreement.

GLENN WILSON
Commissioner

Dated: April 5, 2010

By:



EMMANUEL MUNSON-REGALA
Deputy Commissioner
Market Assurance Division
Minnesota Department of Commerce
85 Seventh Place East, Suite 500
St. Paul, MN 55101
Telephone (651) 296-4051

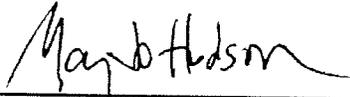
IN THE MATTER OF LAWYERS TITLE INSURANCE CORPORATION, TRANSNATION
TITLE INSURANCE CORPORATION, AND COMMONWEALTH LAND TITLE INSURANCE
COMPANY

MULTI-STATE REGULATORY SETTLEMENT AGREEMENT CONCERNING CAPTIVE TITLE
REINSURANCE ARRANGEMENTS

STATE AMENDMENT

This Multi-State Settlement Agreement is accepted by the Superintendent for the Ohio Department of Insurance with full force and effect in accordance with the terms of the Multi-State Agreement.

By:



Superintendent
Department of Insurance

6/2/10

Date