

NO. D-1-GV-08-000050

THE STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
	§	
<b>Plaintiff,</b>	§	
	§	
V.	§	<b>TRAVIS COUNTY, TEXAS</b>
	§	
WEBB COUNTY TITLE	§	
& ABSTRACT COMPANY, INC.,	§	
	§	
<b>Defendant.</b>	§	<b>201<sup>ST</sup> JUDICIAL DISTRICT</b>

**SPECIAL DEPUTY RECEIVER’S APPLICATION TO SELL TITLE AND ABSTRACT  
PLANT FREE AND CLEAR OF ALL LIENS**

TO THE HONORABLE DISTRICT COURT:

CANTILO & BENNETT, L.L.P., solely in its capacity as Special Deputy Receiver of Webb County Title & Abstract Company, Inc., in Liquidation (the “SDR” or “WCTA,” respectively), files this *Application to Sell Title and Abstract Plant Free and Clear of All Liens* (the “Application”).

**I. INTRODUCTION AND SUMMARY**

1.1 The SDR requests authority from this Court to sell certain real personalty, consisting of the title and abstract plant owned by WCTA under the terms of and conditions described below. The Application is filed pursuant to TEX. INS. CODE § 443.154 authorizing the SDR to sell property with Court approval. The SDR proposes to sell the entire title and abstract plant, as more fully described below, to LandTitleUSA for \$65,000. In summary, the proposed sale of the title and abstract plant owned by WCTA shall include all closed files in the possession/control of the SDR and electronic records, stored in a computer which runs the AIMs and TP3 systems, and as to land, are subject to retrieval by reference to the description of the property under search. The plant records include parcels of land in Webb County, Texas (are of these items are collectively referred to in this

Application as the “Title Plant”). Moreover, the sale terms provide that any liens or other interests in real property, if any, be transferred to the proceeds with the same validity and priority, if any, as existed prior to the sale. The Application expressly does not affect the validity or invalidity of any liens or other interests and leaves the determination of such issues to a later date.

1.2 The Receiver has approved the terms of the proposed sale and the filing of this Application. The Texas Title Insurance Guaranty Association (“TTIGA”) supports the Application. TTIGA is authorized to appear under both TEX. INS. CODE ANN. § 2602.101(b), which provides that TTIGA has standing to appear before any court in Texas that has jurisdiction over an impaired title insurance agent for which TTIGA may become obligated, and TEX. INS. CODE ANN. § 443.008(1). TTIGA is a nonprofit legal entity created by the Texas Legislature and subject to the supervision of the Commissioner of Insurance. TEX. INS. CODE ANN. §2602.051. TTIGA was created in large part to pay escrow claims made against insolvent title insurance agents. If an impaired agent such as WCTA has assets available for distribution, TTIGA is a priority creditor with respect to such assets to the extent that TTIGA incurs expenses and pays out funds to satisfy escrow claims against the estate of the agent. TEX. INS. CODE ANN. § 443.301. As of December 31, 2009, TTIGA has paid approximately \$312,819.08 to satisfy escrow claims made against WCTA.

## **II. JURISDICTION**

2.1 This Court has jurisdiction over this matter, the property in question and all affected parties pursuant to TEX. INS. CODE § 443.005. The subject matter of the Application was referred to the Special Master appointed in this proceeding in accordance with Paragraph III of the *Order of Reference to Master*.

## **III. APPLICABLE FACTS**

3.1 WCTA was placed in receivership in this proceeding on January 11, 2008, when the Court entered the *Permanent Injunction and Order Appointing Permanent Receiver* (the “Permanent Injunction”) appointing the Texas Commissioner of Insurance as Permanent Receiver. The Receiver designated Cantilo & Bennett, L.L.P., as SDR of WCTA effective as of May 2, 2008.

3.2 WCTA owns the Title Plant , which is currently located at its office in Laredo, Texas.

3.3 The International Bank of Commerce (“IBC”) claims to possess a first lien security interest in the Title Plant pursuant to a certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement between WCTA and IBC, dated October 29, 2003. Although recorded in the Real Property Records for Webb County Texas, no evidence of the instrument was filed with the Secretary of State for the State of Texas. It is the SDR’s position that IBC’s alleged security interest in the Title Plant is void pursuant to, *inter alia*, TEX. INS. CODE § 443.204 and § 443.206.

3.4 As of the date of the receivership, and at all times subsequent thereto, there are no other liens of record claiming an interest in the Title Plant. *See* TEX. INS. CODE § 443.151 (b) (“Upon issuance of the order of liquidation, the rights and liabilities of the insurer and of its creditors, policyholders, shareholders, members, and all other persons interested in its estate become fixed as of the date of entry of the order of liquidation, except as provided by Sections 443.152 and 443.255, unless otherwise fixed by the court.”) No alleged creditor, including but not limited to taxing authorities, can place a lien on the building or any other property of the estate because the Permanent Injunction bars any creditor from putting liens on or levying on estate property. TEX. INS. CODE § 443.008(c) (4) and (e) (10); *Permanent Injunction*, ¶ 3.8.

3.5 On or about February 15, 2010, LandTitleUSA (“LTUSA”), presented the SDR with

an offer to purchase the Title Plant for the sum of \$65,000. On February 24, 2010, the SDR executed and returned a Commitment Letter (the “Agreement”) from LTUSA, which is attached as Exhibit 1.

**IV. THE TERMS OF THE PROPOSED SALE**

4.1 Pursuant to the Agreement, LTUSA agrees to pay \$65,000 for the Title Plant. The following paragraphs describe generally the terms of the proposed sale but expressly do not amend, change or in any modify the terms of the Agreement. The terms of the sale provide that the property is conveyed “as is, where is,” and without warranties; and that it be conveyed free and clear of all liens. LTUSA must remove the Title Plant from the WCTA Building within the time specified in the Agreement. No licenses to conduct business transfer with the Title Plant.

4.2 The SDR can recover the estate’s expenses to maintain and preserve collateral from the secured party and/or the collateral. TEX. INS. CODE § 443.260 (i). The SDR does not waive this right but does not assert it at this time.

**The Sale is Subject to a Higher or Better Offer**

4.3 The SDR’s agreement to sell the Title Plant to LTUSA is subject to a higher/better offer in the event such an offer is conveyed to the SDR, in writing, on or before 12:00 Noon Central Standard Time on March 26, 2010. The SDR believes that the offer by LTUSA reflects a fair purchase price given the circumstances of this estate. Nevertheless, the SDR wants to achieve the highest possible recovery for the estate and will consider the possibility of higher and better bids. The SDR reserves the right, at its sole discretion, to determine whether another offer is higher or better, including without limitation, any additional time necessary to close a competing bid, the creditworthiness of the bidder, and the value of any non-monetary offers. After 12:00 Noon Central Standard Time on March 26, 2010, the SDR will evaluate any competing bids and advise LTUSA if

a higher/better offer has been received. LTUSA will then have an opportunity to revise its offer to match or exceed the new offer. Prior to the submission date, the SDR will advise the Receivership Court if a higher/better offer has been received and whether it should be accepted.

**The Court Should Authorize the Sale Free and Clear of Liens, Claims, Interests and Encumbrances**

4.4 The SDR requests that the Court approve the sale of the Title Plant free and clear of liens, claims, interests and encumbrances, with such interests, if any, to attach to the sale proceeds with the same validity and priority as existed prior to the sale or to be paid in full or release or compromised. The Title Plant is property of the estate. TEX. INS. CODE § 443.004 (20). The *Insurer Receivership Act* expressly authorizes such sales pursuant to the SDR’s authority in TEX. INS. CODE § 443.154 (g) [“may conduct public and private sales of the property of the insurer”]; (i) [“may ... sell, transfer ... or otherwise dispose of or deal with any property of the estate at its market value or upon terms and conditions that are fair and just”]; (k) [“may enter into contracts as necessary to carry out the order to liquidate”]; (x) [enumerated powers are not limitation on authority of the SDR]; and (y) [the power to deal with any property of the insurer]. Under TEX. INS. CODE ANN. § 443.260, the amount of any secured claim is limited to the value of the collateral securing such claim.

**No Waiver**

4.5 Nothing in this Application, the relief sought herein, or any related proceeding or filing shall affect, in any way, the Receiver’s or the SDR’s immunities from suit and shall not give rise to any right to sue or create any causes of action against the Receiver or the SDR. The automatic stay and the provisions of the Permanent Injunction remain in affect unless expressly modified herein. The Receivership Court shall retain exclusive jurisdiction to resolve any and all disputes relating to this Application, the Agreement, the SDR’s determination regarding any competing offer,

and the disposition of the proceeds from the sale.

**V. CONCLUSION**

5.1 In conclusion, the SDR moves the Court to grant this Application. The SDR requests that the proposed sale procedures be approved. The SDR, in the exercise of its business judgment, believes that the sale of the Title Plant, on substantially the terms and conditions of the Agreement with LTUSA, or to a different successful bidder with a higher/better offer, is in the best interest of the receivership estate and its creditors. The relief sought in the Application does not diminish any legal rights. Instead, the SDR seeks to liquidate property of the estate and create a fund to pay creditors as required by law.

**VI. NOTICE**

6.1 Pursuant to TEX. INS. CODE ANN. § 443.007(d), this Application has been served on the entire service list for this proceeding, including IBC and the taxing authorities, on LTUSA, and on all parties who previously expressed an interest in purchasing the Title Plant, in the manner shown on the Certificate of Service.

6.2 Prior to entering into the Agreement with LTUSA, the SDR issued a notice of the sale and deadline for submitting bid proposals was provided to parties who had previously expressed interest in purchasing the Title Plant. The notice was published on the SDR and TTIGA websites. Notice of the sale and deadline for submitting bid proposals was also published in the Laredo Morning Times on January 29-31, 2010.

**VII. OFFER OF PROOF**

7.1 CANTILO & BENNETT, L.L.P., solely in its capacity as the Special Deputy Receiver, through its authorized representative submits its certificate pursuant to TEX. INS. CODE ANN. §

443.017(b) verifying the statements in this pleading.

**VIII. NOTICE OF ELECTRONIC SERVICE REQUIREMENT**

8.1 Pursuant to the *Order Granting SDR's Application to Use Electronic Service of Pleadings and Notices*, all pleadings filed in response to this Application or in regards to this estate shall be served by email on the undersigned counsel and all parties shown in the attached Certificate of Service.

**PRAYER**

WHEREFORE PREMISES CONSIDERED, CANTILO & BENNETT, L.L.P., solely in its capacity as the Special Deputy Receiver of Webb County Title & Abstract Company, Inc., in Liquidation, respectfully requests this Court to

1. Grant the Application;
2. Authorize the SDR to sell the Title Plant free and clear of all liens, claims, interests and encumbrances, to LTUSA or such other purchaser as approved by the SDR;
3. Order that the sale of the Title Plant is "as is, where is," without warranties or representations;
4. Order that the purchaser of the Title Plant shall not be liable or responsible for any debts or liabilities owed by WCTA and/or the SDR;
5. Order that the purchaser shall pay the complete sale price to the SDR without setoff, reduction or withholding for any alleged pre- or post-petition obligation owed by WCTA and/or the SDR within ten (10) days of the entry of the order approving the Application or such other time as the SDR and LTUSA may agree;
6. Order that, by entry of this Order and the satisfaction of the terms and conditions of

the Agreement, all liens, claims, interests and encumbrances on the Title Plant are declared extinguished as a matter of law;

7. Order that subject to the satisfaction of the terms and conditions of the Agreement, the Sale shall constitute a legal, valid and effective transfer of the Title Plant notwithstanding any requirement of approval or consent by any person and shall vest LTUSA or such other purchaser who may be approved with all right, title and interest of the SDR in and to the Title Plant, free and clear of all encumbrances.
8. Order that the terms and conditions of the Agreement may be waived, modified, amended or supplemented by the written and signed agreement of the SDR and LTUSA without further action of the Court, provided that any such waiver, modification, amendment or supplement is not material or is not adverse to the SDR.
9. Order that each of the SDR and WCTA's creditors shall execute such documents and take all other actions as may be necessary to release any encumbrances against the Title Plant, as such encumbrances may have been recorded or may otherwise exist and further order that the SDR is authorized to file such termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Title Plant.
10. Order that all liens, if any, attach to the proceeds of the sale, less all costs, subject to further order of this Court;
11. Authorize the SDR to enter such other and further documents as may be necessary to effectuate the transaction;

12. Order that this Court retains exclusive jurisdiction to enforce the provisions of its Order granting this Application and the Agreement, all amendments thereto, any waivers and consents thereunder, to resolve any dispute concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to this Order; and
13. Grant the SDR such further relief to which it is entitled.

Respectfully submitted,

By: Christopher Fuller  
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Attorney for CANTILO & BENNETT, L.L.P.,  
Special Deputy Receiver of Webb County Title &  
Abstract Company, Inc., in Liquidation

**CERTIFICATE OF SERVICE**

I certify that on March 10, 2010, a true and correct copy of this Application was served pursuant to the Order of Reference, the Court's order on e-service, the Texas Rules of Civil Procedure and TEX. INS. CODE ANN. SEC. 443.007(d) on the following by electronic mail, except as specifically noted.

Christopher Fuller

Tom Collins, Special Master  
c/o Ms. Jean Sustaita  
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WCTA-Title Plant  
SDR App to Sell

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WCTA-Title Plant  
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WCTA-Title Plant  
SDR App to Sell

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United General Title Insurance Company  
ATTN: Sally Vettters  
13750 San Pedro, Suite 715  
San Antonio, TX 78232  
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svettters@ugtic.com

Laredo FBI Field Office  
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Laredo, TX 78045  
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Webb County District Attorney  
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WCTA-Title Plant  
SDR App to Sell

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Laredo, TX 78042

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Susan E. Salch

WCTA-Title Plant  
SDR App to Sell

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**SPECIAL DEPUTY RECEIVER'S CERTIFICATION  
PURSUANT TO TEX. INS.CODE ANN. § 443.017(b)  
AFFIDAVIT OF JOSEPH WEST**

State of Texas  
County of Travis

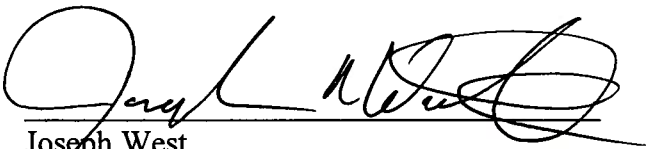
BEFORE ME, the undersigned authority appeared Joseph West, who after being by me duly sworn, stated the following under oath:

1. "My name is Joseph West. I am competent to make this affidavit. The statements of fact set forth herein are true and correct, and are within my personal knowledge.

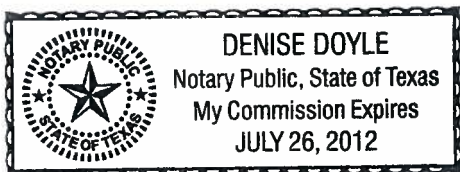
2. I am a partner in Cantilo & Bennett, L.L.P., Special Deputy Receiver of Webb County Title & Abstract Company. I am duly authorized to make this Certification and Affidavit on behalf of the SDR.

3. I certify that the exhibits, books, accounts, records, papers, correspondence, and/or other records and documents attached hereto were produced pursuant to TEX. INS. CODE ANN. § 443.017(b), are true and correct copies of records created by and filed with the Receiver's office in connection with the receivership of this delinquent insurer, and are held by the Special Deputy Receiver in its official capacity."

4. Further affiant sayeth not.

By:   
Joseph West

**SUBSCRIBED AND SWORN TO BEFORE ME** on March 1, 2010, by Joseph West, on behalf of Cantilo & Bennett, L.L.P., solely in its capacity as the Special Deputy Receiver of Webb County Title & Abstract Company in receivership.



  
Notary Public



February 24, 2010

VIA E-MAIL

Ms. Susan Salch  
CANTILO & BENNETT, L.L.P.  
Special Deputy Receiver  
Webb County Title & Abstract Company, Inc.  
11401 Century Oaks Terrace, Suite 300  
Austin, Texas 78758

Re: Commitment to Purchase Webb County Title & Abstract Company, Inc.  
entire title and abstract plant

Dear Ms. Salch:

This letter shall serve as the final commitment to purchase the Webb County Title & Abstract Company, Inc., in Liquidation ("WCTA"), title and abstract plant pursuant to the accepted bid placed on February 15, 2010. The sale shall be "as is/where is" and without warranties or representations by seller. The sale shall include all closed files in the possession/control of the Special Deputy Receiver ("SDR") and electronic records, stored in a computer which runs the AIMS and TP3 systems, and as to land, are subject to retrieval by reference to the description of the property under search. The plant records include parcels of land in Webb County, Texas. This sale shall include all items listed on the receiver's website pertaining to the title plant for WCTA.

Once in possession of the title plant, we agree to provide the SDR, the Department of Insurance and/or the Texas Title Insurance Guaranty Association reasonable access to files/documents as may be required for them to carry out their statutory or court-appointed duties as relate to WCTA.

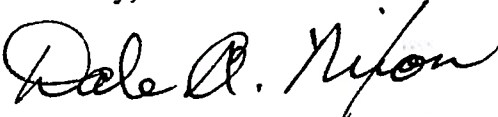
This also confirms the SDR's representation that the title plant and records described above have remained undisturbed since the time of inspection on February 2, 2010 and shall continue to be undisturbed until such time as the sale may be approved by the receivership court. Upon receipt of approval by the court, the purchase price shall be \$65,000 paid in cash at the time of the closing of the sale. Closing shall take place within no less than ten (10) days after approval of the sale by the Receivership Court. The entire plant shall be moved from its current location in Laredo, Texas within 10 days after the closing of the sale.

We acknowledge that the sale is subject to approval by the Receivership Court and that this Commitment Letter is subject to such approval. In the event that the Receivership Court does not approve the sale to LandtitleUSA, this Commitment Letter shall be null and void. We further acknowledge and agree that nothing in this Commitment Letter, or any related proceeding or filing shall affect, in any way, the Receiver's or the SDR's immunities from suit and shall not give rise to any right to sue or create any causes of action against the Receiver or the SDR. The automatic stay and the provisions of the Permanent Injunction remain in affect unless expressly modified by the Receivership Court.

If the contents of this commitment letter are agreeable to you, please sign where indicated below, and return a copy to me via e-mail or facsimile transmission to (956) 380-0428.

Please contact me at (956) 383-1656 or via e-mail at [dnixon@landtitleusa.com](mailto:dnixon@landtitleusa.com) should you have any questions or concerns.

Sincerely,



Dale A. Nixon  
President

Agreed:



Susan E. Salch

CANTILO & BENNETT, L.L.P.

Special Deputy Receiver

Webb County Title & Abstract Company, Inc., in Liquidation

11401 Century Oaks Terrace, Suite 300

Austin, Texas 78758

Date: Feb. 24, 2010

## APPLICANT'S NOTICE OF SUBMISSION

Pursuant to the terms of the *Order of Reference* to Master entered by the District Court in this cause, the Special Deputy Receiver's *Application to Sell Title and Abstract Plant Free and Clear of All Liens* (the "Application") is set for written submission before the Special Master, Tom Collins, on March 29, 2010.

The Special Master has asked that the following rules be provided you:

1. Any objection must be filed with the Travis County District Clerk at least three (3) calendar days before the submission date.
2. A copy of any objection shall be served by email by such date on:
  - (a) The Special Master's Docket Clerk, Ms. Jean Sustaita at [Jean.Sustaita@tdi.state.tx.us](mailto:Jean.Sustaita@tdi.state.tx.us);
  - (b) The undersigned counsel, Christopher Fuller at [cfuller@fullerlaw.org](mailto:cfuller@fullerlaw.org); and
  - (c) All interested parties, including those listed on the Applicant's Certificate of Service.
3. The objecting party shall coordinate with opposing counsel and the Docket Clerk (512) 463-6450) to obtain an oral hearing setting for argument on the Application and Objection, and complete and attach an "Objecting Party's Notice of Oral Hearing" to the objection.
4. The written objection must specifically list all reasons for objection with supporting references to and discussion of statutory and case authorities. Reasons not stated in writing will not be considered orally.
5. **Failure to file timely a written objection before the Special Master constitutes a waiver of the right to object to the Special Master's recommendation to the District Court.**
6. Any Acknowledgment of Notice and Waiver to be filed by the Guaranty Association or other interested party should be filed at least three (3) calendar days before the submission or hearing date.

/s/ Christopher Fuller  
Christopher Fuller

**NO. D-1-GV-08-000050**

<b>THE STATE OF TEXAS,</b>	§	<b>IN THE DISTRICT COURT OF</b>
	§	
<b>Plaintiff,</b>	§	
	§	
<b>V.</b>	§	<b>TRAVIS COUNTY, TEXAS</b>
	§	
<b>WEBB COUNTY TITLE</b>	§	
<b>&amp; ABSTRACT COMPANY, INC.,</b>	§	
	§	
<b>Defendant.</b>	§	<b>201<sup>ST</sup> JUDICIAL DISTRICT</b>

**ORDER GRANTING SPECIAL DEPUTY RECEIVER’S APPLICATION TO SELL  
TITLE AND ABSTRACT PLANT FREE AND CLEAR OF ALL LIENS**

On the undersigned date, the Court considered the *Application to Sell Title and Abstract Plant Free and Clear of All Liens* (the “Application”) filed by CANTILO & BENNETT, L.L.P., solely in its capacity as Special Deputy Receiver of Webb County Title & Abstract Company, Inc. (the “SDR” and “WCTA,” respectively).

Having considered the Application, the Court finds as follows:

1. The *Order of Reference to Master* (“Order of Reference”) entered by this Court provides that applications filed pursuant to TEX. INS. CODE § 443.008 are referred to the Special Master appointed in this proceeding;
2. The Application was submitted to the Special Master in accordance with the Order of Reference;
3. The Texas Title Insurance Guaranty Association (“TTIGA”) filed its Acknowledgment and Waiver to the Application;
4. No objections were filed.

5. WCTA owns a title and abstract plant and related business records, which are defined in the Application, collectively, as the “Title Plant”.
6. The Special Master issued a recommendation that the Application should be granted, pursuant to Rule 171 of the Texas Rules of Civil Procedure.
7. The Court has jurisdiction over the Application, the Title Plant and the parties affected hereunder; and
8. The Application should be GRANTED in all respects.

It is, accordingly, **ORDERED** as follows:

1. The Application is GRANTED.
2. The SDR is authorized to sell the Title Plant free and clear of all liens, claims, interests and encumbrances, to Land Title USA (“LTUSA”) under the terms and conditions of the Agreement attached as Exhibit 1 to the Application.
3. LTUSA shall not be liable or responsible for any debts or liabilities owed by WCTA and/or the SDR.
4. The Title Plant is sold “as is, where is,” without warranties or representations of any kind.
5. LTUSA shall pay the complete sale price to the SDR without setoff, reduction or withholding for any alleged pre- or post-petition obligation owed by WCTA and/or the SDR within ten (10) days of the entry of the order approving the Application or such other time as the SDR and LTUSA may mutually agree.
6. By entry of this Order and the satisfaction of the terms and conditions of the Commitment Letter, all liens, claims, interests and encumbrances on the Title Plant are declared extinguished as a matter of law, subject to paragraph 7 below.

7. The Court orders that all liens, claims, interests and encumbrances on the Title Plant, if any, by IBC attach to the proceeds of the sale, less all costs, subject to further order of this Court. In summary, the proposed sale shall include all closed files in the possession/control of the SDR and electronic records, stored in a computer which runs the AIMS and TP3 systems, and as to land, are subject to retrieval by reference to the description of the property under search. The plant records include parcels of land in Webb County, Texas. Moreover, the sale terms provide that any liens, claims, interests and encumbrances asserted by IBC on the Title Plant are therefore transferred to the proceeds of the sale with the same validity and priority, if any, as existed prior to the sale. This Order expressly does not affect the validity or invalidity of any liens, claims, interests and encumbrances asserted against the Title Plant by IBC and leaves the determination of such issues to a later date.
8. Any and all cash paid to the SDR in connection with the sale and all interest accrued thereon shall not be used or consumed for any other purpose without prior notice and hearing and which cash shall be held by the SDR in an interest bearing account, with the lien, claims, interests, and encumbrances of IBC to attach thereto, which remain in full force and effect, with the same validity and priority as existed prior to the sale, and shall only be released upon entry of an order from this Court.
9. Subject to the satisfaction of the terms and conditions of the Agreement, the Sale shall constitute a legal, valid and effective transfer of the Title Plant notwithstanding any requirement of approval or consent by any person and shall vest LTUSA with all right, title and interest of the SDR in and to the Title Plant,

free and clear of all encumbrances, with the IBC lien claims, interests and encumbrances automatically to transfer to, attach to, and be secured by the proceeds of sale without further requirement of filing, perfection, and/or attachment with the same validity and priority as existed prior to the sale.

10. Each of the SDR and WCTA's creditors shall execute such documents and take all other actions as may be necessary to release any encumbrances against the Title Plant, as such encumbrances may have been recorded or may otherwise exist. The SDR is authorized to file such termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Title Plant.
11. The terms and conditions of the Agreement may be waived, modified, amended or supplemented by the written and signed agreement of the SDR and LTUSA without further action of the Court, provided that any such waiver, modification, amendment or supplement is not material or is not adverse to the SDR.
12. Nothing in this Order purports to excuse LTUSA from compliance with any and all applicable state and federal regulatory laws.
13. The SDR is authorized to enter such other and further documents as may be necessary to effectuate the transaction.
14. Nothing in this Order, the Application, the relief granted herein, or any related proceeding or filing shall affect, in any way, the Receiver's or the SDR's immunities from suit and shall not give rise to any right to sue or create any causes of action against the Receiver or the SDR. The automatic stay and the

provisions of the Permanent Injunction remain in affect unless expressly modified herein.

15. This Court retains exclusive jurisdiction to enforce the provisions of this Order and the Agreement, all amendments thereto, any waivers and consents thereunder, to resolve any dispute concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to this Order.

**SIGNED** \_\_\_\_\_ 2010.

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**JUDGE PRESIDING**

**APPROVED AS TO FORM, SUBSTANCE AND ENTRY REQUESTED**

By: Christopher Fuller

Christopher Fuller

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Attorney for CANTILO & BENNETT, L.L.P.,

Special Deputy Receiver of Webb County Title & Abstract Company, Inc., in Liquidation

By: Burnie Burner

Burnie Burner

Texas Title Insurance Guaranty Association

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**APPROVED AS TO FORM ONLY**

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