IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

SECURITIES AND EXCHANGE	§
COMMISSION,	§
	§
Plaintiff,	§
	§
V.	§
	§
STANFORD INTERNATIONAL BANK,	§
LTD., <i>et al.</i> ,	§
	§
Defendant.	§

Civil Action No. 3:09-CV-298-N

<u>ORDER</u>

Before the Court is the Receiver's Motion to Approve Sale of Investment Interests in TUG, Spring Creek, and SSM. The Court, having reviewed the Motion, and determining that the transactions referenced therein are at arms-length, in good faith, and not encumbered by liens or charges cognizable under United States law that would preclude the proposed sales, is of the opinion that the Motion be and hereby is GRANTED in all respects.

IT IS ORDERED THAT the Court has jurisdiction over the subject matter of and all parties to the Purchase and Sale Agreement between Stanford Venture Capital Holdings, Inc. ("SVCH") and UG Acquisitions, LLC, executed on September 21, 2009 (the "TUG Agreement"). *See* App. to Receiver's Mot. to Approve Sale [972] at 26.

IT IS FURTHER ORDERED THAT the Court has jurisdiction over the subject matter of and all parties to the Purchase and Sale Agreement by and among SVCH, Stanford Financial Group Company ("SFGC"), SFG Majestic Holdings, LLC ("SFG Majestic") and Spring Creek Acquisitions, LLC, executed on November 12, 2009 (the "Spring Creek Agreement"). *See* App. to Receiver's Mot. to Approve Sale [972] at 42.

IT IS FURTHER ORDERED THAT the Court has jurisdiction over the subject matter of and all parties to the Purchase and Sale Agreement between Stanford International Bank, Ltd. ("SIBL") and Industry Ventures Fund V, L.P. ("Industry Ventures") executed on November 13, 2009, and over all parties to the Assignment, Assumption, Consent and Amendment Agreement by and among SIBL, Industry Ventures, the Receiver, and SSM III, executed on November 13, 2009 (collectively, the "SSM III Agreements"). *See* App. to Receiver's Mot. to Approve Sale [972-2] at 79.

IT IS FURTHER ORDERED THAT the Receiver is authorized and empowered to act on behalf of SVCH, SIBL, SFGC, and SFG Majestic in connection with all matters arising out of or related to the TUG, Spring Creek, and SSM III Agreements and the transactions contemplated thereby.

IT IS FURTHER ORDERED THAT the transactions contemplated by the TUG, Spring Creek, and SSM III Agreements are in the best interests of the Receivership Estate.

IT IS FURTHER ORDERED THAT the terms and conditions of the TUG, Spring Creek, and SSM III Agreements, the execution of the aforementioned agreements, and the consummation of the transactions contemplated thereby are authorized and approved, and the parties are directed to close the transactions contemplated by the TUG, Spring Creek, and SSM III Agreements at the earliest possible date. IT IS FURTHER ORDERED THAT the settlement agreement by and among SSM IV, SSM Management IV, LLC, SVCH, and the Receiver is in the best interests of the Receivership Estate, and is hereby authorized and approved. *See* App. to Receiver's Mot. to Approve Sale [972-2] at 136.

Signed March 26, 2010.

Sodby

David C. Godbey United States District Judge