
ASSET PURCHASE AGREEMENT

by and between

LANDAMERICA ASSESSMENT CORPORATION

and

PARTNER ASSESSMENT CORPORATION

Dated as of March 6, 2009

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List of Exhibits

- Exhibit A – Overview of Seller’s Business
- Exhibit B – Form of Bill of Sale
- Exhibit C – Form of Assignment and Assumption Agreement
- Exhibit D – Non-Foreign Person Affidavit
- Exhibit E – Form of Request for Dismissal
- Exhibit F – Accounts Receivable as of February 28, 2009

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 6, 2009 ("Agreement Date") is made and entered into between Partner Assessment Corporation, a California corporation ("Buyer") and LandAmerica Assessment Corporation, a Virginia corporation ("Seller").

In consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

"Action" means any order, writ, injunction, judgment or decree or any claim, suit, litigation, administrative hearing, proceeding, labor dispute, arbitration, or other adversary proceeding or any governmental audit or investigation.

"Accounts Receivable" means all accounts receivable of Seller outstanding as of February 28, 2009 as set forth in the A/R Report attached hereto as of Exhibit F and any receivables created by the Seller after such date and on or prior to the Closing.

"Affiliate" means, with respect to any Person, any other Person which, at the time of determination, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under Common Control with such Person.

"Agreement" has the meaning set forth in the preamble.

"Ancillary Documents" means, collectively, the Buyer Ancillary Documents and the Seller Ancillary Documents.

"Approval Order" shall have the meaning set forth in Section 5.5(a).

"Accounts Receivable Report" or "A/R Report" means a detailed listing of Seller's Accounts Receivable as of the date of such report, itemized by dollar amount, client and individual account and prepared in a manner consistent with past practice, which report shall indicate the aggregate dollar amount of Accounts Receivable in the following categories: (1) 0-90 days past due, (2) 90-120 days past due, (3) 120-180 days past due, (4) 180-365 days past due, and (5) more than 1 year past due.

"Alternative Transaction" means the direct or indirect sale, transfer or other disposition, in one or more transactions, of the Transferred Assets to one or more Third Parties.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bankruptcy Case" means the chapter 11 case of Seller.

"Bankruptcy Code" means title 11 of the United States Code.

"Bankruptcy Court" means the U.S. Bankruptcy Court for the Eastern District of Virginia.

“Business” means the Seller’s business as reasonably described on the overview of Seller’s business provided by Seller, attached as Exhibit A.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which commercial banks are not generally open for business in New York City.

“Buyer” has the meaning set forth in the preamble.

“Buyer Ancillary Documents” means all agreements, instruments and documents being or to be executed and delivered by Buyer or an Affiliate of Buyer under this Agreement or in connection herewith.

“Buyer Disclosure Schedule” has the meaning set forth in Article IV.

“Cause” means (i) such Current Employee’s act(s) of gross negligence or willful misconduct in the course of Current Employee’s employment that is or could reasonably be expected to be materially injurious to Seller or any of its Affiliates, (ii) willful failure or refusal by Current Employee to perform in any material respect his duties or responsibilities, (iii) misappropriation by Current Employee of any assets or business opportunities of Seller or any of its Affiliates, (iv) embezzlement or fraud committed by Current Employee, or at his direction, (v) Current Employee’s conviction of, indictment for, or pleading “guilty” or “no contest” to, (x) a felony or (y) any other criminal charge that has, or could be reasonably expected to have, an adverse impact on the performance of Current Employee’s duties to Seller or its Affiliates or otherwise result in material injury to the reputation or business of Seller or its Affiliates, or (vi) any material violation of the policies of Seller or its Affiliates, including but not limited to those relating to sexual harassment or business conduct, and those otherwise set forth in the manuals or statements of policy of Seller or its Affiliates.

“Closing” has the meaning set forth in Section 2.4.

“Closing Date” has the meaning set forth in Section 2.4.

“Closing Date Employment Costs” has the meaning set forth in Section 2.7.

“Collected Accounts Receivable” has the meaning set forth in Section 2.7.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means that certain Confidentiality Agreement by and between Seller and Buyer, dated as of February 17, 2009.

“Control” means, as to any Person, the ownership or possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled by” and “under Common Control with” have correlative meanings.

“Creditors’ Committee” means the official statutory committee appointed in the chapter 11 case of LandAmerica Financial Group, Inc.

“Current Employees” has the meaning set forth in Section 3.9.

“Deposit” has the meaning set forth in Section 2.2(a).

“Due Diligence Notice Date” has the meaning set forth in Section 5.1.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Expense Reimbursement Fee” means thirty thousand dollars (\$30,000), which the parties agree is for the purpose of compensating Buyer for expenses incurred in pursuing this transaction and shall constitute an allowed administrative expense in the Bankruptcy Case.

“Filing Date” means the date of Seller’s filing of the Bankruptcy Case.

“GAAP” means United States generally accepted accounting principles as in effect on the Agreement Date.

“Governmental Entity” has the meaning set forth in Section 3.3.

“Knowledge of Seller” means, as to a particular matter, the actual knowledge of any of the individuals set forth in Section 1.1 of the Disclosure Schedule.

“Law” means applicable statutes, common laws, rules, ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, governmental guidelines or interpretations having the force of law or bylaws, in each case, of a Governmental Entity.

“Lien” means any lien, pledge, charge, claim, security interest or similar encumbrance.

“Losses” means all losses, damages, liabilities, costs and expenses, including, without limitation, settlement costs and reasonable legal, accounting and other expenses for investigating or defending any actions.

“Material Adverse Effect” means, with respect to Seller, a material adverse effect on the ability of Seller to timely consummate the transactions contemplated by this Agreement; except that any such material adverse effect that results from or arises out of any of the following shall not be considered in determining whether a Material Adverse Effect has occurred: (A) the announcement of the execution and delivery of this Agreement; (B) events relating to or resulting from the Chapter 11 case of LandAmerica Financial Group, Inc. and/or the Chapter 11 case of LandAmerica 1031 Exchange Services, Inc.; (C) changes in general economic or political conditions or recent conditions of the securities markets in general; (D) the taking of any action specifically required by this Agreement; (E) changes in Laws or changes in GAAP; (F) any outbreak or escalation of hostilities or war or any act of terrorism; (G) any weather-related or other force majeure event; (H) any outbreak of illness or other public health-related event; or (I) any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that are generally applicable to Persons engaged in the industry in which Seller operates.

“Order” means any order, decision, injunction, directive, judgment, decree, ruling, writ, assessment, award, decision, stipulation or verdict.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or other entity or Governmental Entity.

“Purchase Price” has the meaning set forth in Section 2.2.

“Representative” means any Person’s Affiliates, and such Person’s and its Affiliates’ respective directors, officers, employees, agents, advisors, attorneys, accountants, consultants and representatives.

“Retained Liabilities” has the meaning set forth in Section 2.3.

“Sale Motion” means the motion or other pleading, in a form reasonably acceptable to Seller and Buyer, to be filed with the Bankruptcy Court by Seller seeking entry of the Approval Order.

“Selected Employees” has the meaning set forth in Section 5.3.

“Seller” has the meaning set forth in the preamble.

“Seller Ancillary Documents” means all agreements, instruments and documents being or to be executed and delivered by Seller or any of its Affiliates under this Agreement or in connection herewith.

“Seller Disclosure Schedule” has the meaning set forth in Article III.

“Superior Transaction” means one or more bona fide proposals made by one or more Third Parties for one or more Alternative Transactions that represent, alone or in the aggregate, and in Seller’s sole discretion (subject to Bankruptcy Court approval), a higher or better offer the Transferred Assets than the offer made by Buyer for the Transferred Assets pursuant to the terms of this Agreement.

“Tax” means (i) all federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, duties, intangibles, franchise, backup withholding, value added and other taxes, charges, levies or like assessments together with all penalties and additions to tax and interest thereon and (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person’s taxes as a transferee or successor, by contract or otherwise.

“Tax Return” means any federal, state, local or foreign (including any other governmental subdivision or taxing authority) tax return, report or similar statement, and any declaration, statement, claim for refund, report, schedule, form, or information return, or any amendment to any of the foregoing, relating to Taxes and all attachments thereto, as well as any records or documents that are required to be kept or maintained by applicable Law.

“Third Party” means any Person (other than a Governmental Entity) other than (i) in the case of Seller, Seller or any of its Affiliates and (ii) in the case of Buyer, Buyer or any of its Affiliates.

“Transfer Taxes” means any real property transfer or gains, real property excise, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording, registration and other fees, and any similar Taxes which become payable in connection with the transactions contemplated by this Agreement.

“Transferred Assets” shall mean all of Seller’s right, title and interest in and to the (i) Work in Progress, (ii) the Accounts Receivable and (iii) each of the assets set forth on Section 1.1 of the Disclosure Schedule.

“Work in Progress” means all projects and other work commenced by Seller but not yet completed as of the Closing Date and all contracts and agreements to which Seller is a party with respect thereto.

ARTICLE II.

PURCHASE AND SALE

Section 2.1. Purchase and Sale. On the Closing Date, subject to the terms and conditions of this Agreement, Seller shall sell, transfer and deliver to Buyer free and clear of any and all liens, claims, pledges and encumbrances, and Buyer shall purchase from Seller, the Transferred Assets.

Section 2.2. Purchase Price. The Purchase Price for the Transferred Assets shall be:

(a) On the date of the Agreement, a cash payment of Fifty Thousand Dollars (\$50,000), payable by wire transfer of immediately available funds (the “Deposit”);

(b) On the Closing Date, a cash payment of the following, payable by wire transfer of immediately available funds, to be adjusted at Closing pursuant to Section 2.7 (the “Purchase Price”):

(i) Two Million, Eight Thousand, One Hundred Seventy Five Dollars (\$2,008,175) if the Closing occurs fewer than twenty-one (21) days after the Agreement Date; or

(ii) One Million, Nine Hundred and Three Thousand, One Hundred Seventy Five Dollars (\$1,903,175) if the Closing occurs twenty-one (21) or more days after the Agreement Date, but fewer than thirty one (31) days after the Agreement Date; or

(iii) One Million, Seven Hundred and Ninety Eight Thousand, One Hundred Seventy Five Dollars (\$1,798,175) if the Closing occurs thirty-one (31) days or more after the Agreement Date.

Section 2.3. Assumption of Liabilities. From and after the Closing Date, Buyer shall assume and Buyer hereby agrees to pay, perform and discharge when due, only the following liabilities and obligations (whether known, unknown, absolute, contingent or otherwise) of Seller related to the Transferred Assets (such liabilities and obligations are hereinafter referred to as the “Assumed Liabilities”):

(a) all obligations and duties to perform any of the Work in Progress and to pay any third-party liabilities directly associated with and related to such Work in Progress that are billed and invoiced to Seller on or after March 1, 2009; and

(b) all liabilities and obligations with respect to or relating to the Transferred Assets that accrue after the Closing Date.

ANY LIABILITY OR OBLIGATION OF SELLER OTHER THAN THE ASSUMED LIABILITIES SHALL BE RETAINED BY SELLER (THE “RETAINED LIABILITIES”). EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 2.3, NEITHER BUYER NOR ANY AFFILIATE OF BUYER ASSUMES OR AGREES TO BECOME LIABLE FOR OR SUCCESSOR TO ANY LIABILITIES OR OBLIGATIONS WHATSOEVER, LIQUIDATED OR UNLIQUIDATED, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, WHETHER OF SELLER, ANY PREDECESSOR THEREOF, OR ANY OTHER PERSON, OR OF THE BUSINESS. NO OTHER STATEMENT OR

PROVISION IN THIS AGREEMENT AND NO OTHER STATEMENT, WRITTEN OR ORAL, ACTION OR FAILURE TO ACT INCLUDES OR CONSTITUTES ANY SUCH ASSUMPTION OR AGREEMENT, AND ANY STATEMENT TO THE CONTRARY BY ANY PERSON IS UNAUTHORIZED AND HEREBY DISCLAIMED.

Section 2.4. Closing. The closing of the sale and purchase of the Transferred Assets (the “Closing”) shall take place as promptly as practicable, and in any event no later than the third Business Day following the date on which the conditions set forth in Articles VII and VIII have been satisfied or waived (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, unless another date, time or place is agreed to in writing by the parties hereto. The actual date and time of the Closing are herein referred to as the “Closing Date.”

Section 2.5. Seller’s Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a duly executed bill of sale in the form attached hereto as Exhibit B;
- (b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit C;
- (c) a receipt evidencing Seller’s receipt of the Purchase Price, duly executed by Seller;
- (d) each of the Seller Ancillary Documents, duly executed by Seller; and
- (e) a non-foreign person affidavit from Seller certifying that Seller is not a foreign person, in a form that satisfies the requirements of Section 1445 of the Code and the Treasury Regulations promulgated thereunder, substantially in the form set forth in Exhibit D;
- (f) a duly executed Request for Dismissal (with prejudice) in the form attached hereto as Exhibit E;
- (g) a certified resolution of the Board of Directors of Seller which ratifies this Agreement, authorizes the sale of the Transferred Assets and all the transactions contemplated hereby; and
- (h) the Approval Order, which shall be final and shall not have been reversed, modified, rescinded or stayed pending appeal.

Section 2.6. Buyer’s Closing Deliveries. At the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price by wire transfer of immediately available funds to the account specified by Seller in writing prior to the Closing;
- (b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit C;
- (c) a receipt evidencing Buyer’s receipt of the Transferred Assets; and
- (d) each of the Buyer Ancillary Documents, duly executed by the relevant Affiliates of Buyer.

Section 2.7. Closing Date Purchase Price Adjustment.

(a) Two (2) days prior to the Closing Date (unless Buyer and Seller agree otherwise in writing), Seller shall prepare and deliver to Buyer a report detailing the actual employment costs (i.e., ordinary wages, benefits and the employer's share of any withholding tax) it has incurred with respect to the Business between the Filing Date and the Closing Date (such amount, the "Closing Date Employment Costs"). On the Closing Date, the Purchase Price will be increased on a dollar-for-dollar basis by an amount equal to the Closing Date Employment Costs, subject to Buyer's reasonable verification of the Closing Date Employment Costs, which shall not exceed one hundred and twenty thousand dollars (\$120,000).

(b) Two (2) days prior to the Closing Date (unless Buyer and Seller agree otherwise in writing), Seller shall prepare and deliver to Buyer a report detailing the amount of cash collected by Seller in respect of Accounts Receivable prior to the Closing Date (the "Collected Accounts Receivable"). On the Closing Date, the Purchase Price shall be reduced on a dollar-for-dollar basis by an amount equal to the Collected Accounts Receivable.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF SELLER

Subject to and as qualified by items disclosed in the disclosure schedule (the "Seller Disclosure Schedule") delivered by Seller to Buyer prior to the execution of this Agreement (which schedule sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in this Article III, or to one or more of Seller's covenants contained herein, provided, however, that disclosure in any section of such schedule shall apply only to the indicated Section of this Agreement except, with respect to a section in Article III, to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is relevant to another Section of Article III of this Agreement, provided, further, that notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item in such schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect on Seller), Seller hereby represents and warrants to Buyer, as follows:

Section 3.1. Corporate Organization. Seller is validly existing and in good standing under the laws of the Commonwealth of Virginia. Seller has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not reasonably be expected to result in a Material Adverse Effect.

Section 3.2. Authority; No Violation.

(a) Seller has full corporate power and authority to execute and deliver this Agreement and the Seller Ancillary Documents and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Seller Ancillary Documents and the consummation of the transactions contemplated hereby have been duly and validly approved by Seller. No other corporate proceedings on the part of Seller are necessary to approve this Agreement and the Seller Ancillary Documents or to consummate the transactions contemplated hereby. The Board of Directors of Seller has approved this Agreement and the transactions contemplated hereby. This Agreement has been, and the Seller Ancillary Documents have been, or will at Closing be, duly and validly executed and delivered by

Seller and (assuming due authorization, execution and delivery by Buyer or the other party thereto, as applicable) constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(b) Neither the execution and delivery of this Agreement or the Seller Ancillary Documents by Seller, nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any of the terms or provisions of this Agreement, will (i) violate any provision of the articles of incorporation or bylaws of Seller or (ii) violate any Law, judgment, order, injunction or decree applicable to Seller or any of its properties or assets.

(c) Neither the execution and delivery of this Agreement or the Seller Ancillary Documents by Seller, nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any of the terms or provisions of this Agreement, will violate, or result in a material breach of any provision of, or constitute a default (whether with or without notice, lapse of time or the happening or occurrence of any other event) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any Lien upon any Transferred Asset, except as will not cause a Material Adverse Effect.

Section 3.3. Consents and Approvals. Other than the Approval Order, no consents or approvals of or filings or registrations with any foreign, federal or state insurance or other regulatory, self-regulatory or enforcement authorities or any courts, administrative agencies or commissions or other governmental authorities or instrumentalities (each a “Governmental Entity”) are necessary in connection with the consummation by Seller of the transactions contemplated by this Agreement. Other than the Approval Order, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with the execution and delivery by Seller of this Agreement.

Section 3.4. Broker’s Fees. Neither Seller nor any Person acting on its behalf has employed any broker or finder or incurred any liability for any broker’s fees, commissions or finder’s fees in connection with the transactions contemplated by this Agreement.

Section 3.5. Legal Proceedings. There are no pending or, to Seller’s knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, actions, suits or governmental or regulatory investigations of any nature to which Seller is a party relating to the Transferred Assets or the transactions contemplated hereby, except, in each case, as would not reasonably be expected to result in a Material Adverse Effect.

Section 3.6. Properties and Assets. Seller has good title to all of the Transferred Assets and none of such Transferred Assets are subject to any Liens. Upon Closing, Buyer will acquire good title to the Transferred Assets free of all liens, claims or other obligations.

Section 3.7. No Pending Actions. Except for the Bankruptcy Case and as set forth on Section 3.7 of the Disclosure Schedule, there are no pending Actions involving Seller concerning any Transferred Asset.

Section 3.8. Accounts Receivable. Each A/R Report was prepared, as of the date of such A/R Report, in the ordinary course of Seller’s Business and all Accounts Receivable set forth on such A/R Report arose from valid sales in the ordinary course of business, consistent with past practice. None of the Accounts Receivable, or any portion of the Accounts Receivable, has been assigned, pledged or given as collateral or subject to any Lien, defense or offset. To the best of Seller’s knowledge, Seller has not authorized any of its customers to pay those Accounts Receivable that exist as of the Closing more than six months after the Closing Date.

Section 3.9. Labor Matters. Seller has delivered to Purchaser a complete list of the persons employed by Seller or its Affiliates with respect to the Business as of the date of this Agreement (the “Current Employees”). As of the date hereof, to the knowledge of Seller, no material grievance exists between Seller and any Current Employee. As of the date hereof Seller is not, and as of the Closing Date Seller will not be, delinquent in the payments to any of the Current Employee for any wages, salaries, commissions, bonuses or other direct or indirect compensation for any services performed by them to the date of this Agreement, or the Closing Date, as applicable, or for any amounts required to be reimbursed to the Current Employees. Seller is in material compliance with all applicable Law respecting employment and employment practices, terms and conditions of employment and wages (including withholding and all employment taxes due) and hours, and is not engaged in any unfair labor practices, except, in each case, as would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10. No Delinquent Withholding. Seller does not owe any amounts with respect to unemployment compensation insurance contributions, disability compensation insurance contributions, or State income taxes withheld from employee wages, in each case, with respect to the Current Employees.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF BUYER

Subject to and as qualified by items disclosed in the disclosure schedule (the “Buyer Disclosure Schedule”) delivered by Buyer prior to the execution of this Agreement (which schedule sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in this Article IV, or to one or more of Buyer’s covenants contained herein, provided, however, that disclosure in any section of such schedule shall apply only to the indicated Section of this Agreement except, with respect to a Section in Article IV, to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is relevant to another Section of Article IV of this Agreement, provided, further, that notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item in such schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a material adverse effect on Buyer) Buyer hereby represents and warrants as follows:

Section 4.1. Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of California. Buyer has the requisite corporate power and authority to own or lease all of its respective properties and assets and to carry on its respective business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary.

Section 4.2. Authority; No Violation.

(a) Buyer has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by Buyer and no other corporate proceedings on the part of Buyer are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws

of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity).

(b) Neither the execution and delivery of this Agreement by Buyer, nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any of the terms or provisions of this Agreement, will (i) violate any provision of the Articles of Incorporation of Buyer or the Bylaws of Buyer, or (ii) (A) violate any Law, judgment, order, injunction or decree applicable to Buyer or (B) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Buyer under, or trigger or change any rights or obligations (including any increase in payments owed) or require the consent of any Person under, or give rise to a right of cancellation, vesting, payment, exercise, suspension or revocation of any obligation under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, franchise, permit, agreement or other instrument or obligation to which Buyer is a party or by which it or any of its respective properties or assets is bound or affected.

Section 4.3. Consents and Approvals. Other than the Approval Order, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with the consummation by Buyer of the transactions contemplated by this Agreement. Other than the Approval Order, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with the execution and delivery by Buyer of this Agreement.

Section 4.4. Financial Ability. Buyer has the financial ability to consummate the transactions contemplated by this Agreement to be consummated by it.

Section 4.5. Brokers. Neither Buyer nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

Section 4.6. Independent Investigation. Buyer hereby acknowledges and affirms that it has completed its own independent investigation, analysis and evaluation of the Transferred Assets, that it has made all such reviews and inspections of the Transferred Assets as it has deemed necessary or appropriate, and that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby it has relied on its own independent investigation, analysis, and evaluation of Seller's representations and warranties made in Article III.

ARTICLE V.

COVENANTS

Section 5.1. Access and Investigation. During the period commencing on the date of this Agreement and ending on the Closing Date, Seller shall afford Buyer and its representatives reasonable access, during regular business hours, to evaluate the Transferred Assets. Such access will include, but shall not be limited to, the right to contact the parties that owe money to Seller under the Accounts Receivables; provided, however, a representative of Seller shall be present (by teleconference or otherwise) at any and all discussions between Buyer and such third parties. In the event that Buyer, after evaluating the Transferred Assets, reasonably believes the Transferred Assets are materially unsatisfactory, Buyer may terminate this Agreement upon written notice to Seller provided such notice is sent by the close of business on the 5th Business Day following the later of the date of this Agreement or

the Filing Date (“Due Diligence Notice Date”), without breach or penalty, except that Buyer shall forfeit its Deposit to Seller. For the purposes of this Section, Buyer may transmit such written notice by facsimile, to the facsimile number set forth in Section 11.1(a) prior to the Due Diligence Notice Date, provided that Buyer promptly thereafter mails a copy of the same via certified mail to Seller’s address set forth in Section 11.1(a).

Section 5.2. Further Assurances. Upon the request of a party hereto at any time after the Closing, the other party will execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as the requesting party or its counsel may reasonably request in order to perfect title of Buyer to the Transferred Assets or otherwise effectuate the purposes of this Agreement.

Section 5.3. Employees. Promptly following the date of this Agreement, Seller shall allow Buyer reasonable access, during regular business hours, to all Current Employees for the purpose of determining whether Buyer will offer employment to such Current Employees, and any telephone conversations or meeting with Current Employees in such regard will be deemed to be in full compliance with such Current Employee’s employment agreement and Seller’s employment policies. On or prior to the Closing Date, Buyer may choose to offer employment to any, all, or none of the Current Employees. Other than as set forth in this Section 5.3, Seller agrees that, prior to the Closing Date or earlier termination of this Agreement pursuant to Section 5.1 or Article IX, it shall not terminate any Current Employee set forth on Section 5.3 of the Disclosure Schedule other than for Cause, and shall pay all wages due to such Current Employees until and including the Closing Date or earlier termination of this Agreement pursuant to Section 5.1 or Article IX, and treat such Current Employee in a manner consistent with past practice. Each Current Employee to whom Buyer has made an offer of employment pursuant to this Section 5.3 and that has accepted such offer is hereinafter referred to as a “Selected Employee”. On or immediately prior to the Closing Date, Seller will terminate the employment of any Selected Employee employed by Seller on such date. In no event shall Buyer assume any of Seller’s obligations with respect to any former employee, Current Employee or Selected Employee. Seller shall timely file any and all federal, state and local notices, and, subject to applicable Law, has paid or will pay any and all post-petition amounts owed in connection with termination of employment of the Selected Employees, and has sent or will send any notices that may be required in connection therewith (e.g. COBRA continuation coverage, medical, life insurance, disability, retirement plan and other welfare plan expenses and benefits).

Section 5.4. Assignment of Transferred Assets. If any attempted assignment of any Transferred Asset would be ineffective or would materially impair Buyer’s rights or Assumed Liabilities, such that Buyer would not acquire and assume the benefit and detriment of all such rights and Assumed Liabilities, Seller shall, from and after the Closing Date and at Buyer’s cost, reasonably cooperate with Buyer to provide Buyer with the same or substantially similar rights in such Transferred Assets and Assumed Liabilities.

Section 5.5. Bankruptcy Filings, Covenants and Agreements.

(a) On or before March 6, 2009, Seller shall file a petition for relief under the Bankruptcy Code in the Bankruptcy Court. Seller shall use its reasonable best efforts to obtain the entry of an order, in form and substance reasonably acceptable to Buyer, approving the sale of the Transferred Assets to Buyer pursuant to the terms of this Agreement and the consummation of the other transactions contemplated hereby (the “Approval Order”) as promptly as possible following the filing of Seller’s bankruptcy petition. Seller shall schedule its first hearing date before the Bankruptcy Court as promptly as practicable, and at such hearing shall request that the hearing on the motion seeking entry of the Approval Order be held as soon as reasonably practicable thereafter.

(b) Within three (3) Business Days following the date of this Agreement, Seller shall file with the Bankruptcy Court the Sale Motion, seeking entry of the Approval Order. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Approval Order, including furnishing affidavits or other documents or information reasonably requested by Seller for filing with the Bankruptcy Court for the purposes of obtaining approval of this Agreement and entry of the Approval Order, including but not limited to demonstrating (i) adequate assurance of future performance by Buyer under this Agreement and (ii) that Buyer is a “good faith” purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Approval Order shall be appealed and until such time as this Agreement has been terminated, Seller and Buyer shall each use its commercially reasonable efforts to defend such appeal.

(c) Seller and Buyer acknowledge and agree that, following the date of this Agreement, Seller, its Affiliates and Representatives shall be permitted to solicit inquiries, proposals, offers or bids from, and negotiate with, any Person other than Buyer relating to any Alternative Transaction, and may take any other affirmative action (including entering into any agreement or letter-of-intent with respect thereto to cause, promote or assist such Alternative Transaction); provided, however, Seller and its Affiliates may only enter into, and seek Bankruptcy Court approval of, any definitive agreement with respect thereto if such Alternative Transaction is a Superior Transaction. Seller and its Affiliates and Representatives shall only be permitted to supply information relating to Seller and the Transferred Assets to prospective purchasers that have executed a confidentiality agreement with Seller. None of Seller nor its Affiliates or Representatives shall have any liability to Buyer, either under or relating to this Agreement or any applicable Law, by virtue of entering into or seeking Bankruptcy Court approval of such a definitive agreement for an Alternative Transaction which is a Superior Transaction pursuant to this Section 5.5(c).

Section 5.6. Confidentiality. Seller and Buyer acknowledge that Seller and Buyer previously executed a Confidentiality Agreement, which Confidentiality Agreement shall continue in full force and effect until completion of the Closing, at which time Buyer’s obligations thereunder with respect to the Evaluation Material (as defined in the Confidentiality Agreement) relating solely to the Transferred Assets shall terminate. Notwithstanding the foregoing, the parties acknowledge and understand that in connection with seeking the Approval Order and implementation thereof, this Agreement (together with the Exhibits and Schedules attached hereto) will be filed with the Bankruptcy Court and made publicly available, and, prior to the entry of such Orders, disclosures relating to the transactions contemplated by this Agreement will be made to the Creditors’ Committee, and to their respective advisors and representatives, and the parties agree that such filing and disclosures will be not be deemed to violate any confidentiality obligations owing to any party, if any, whether pursuant to this Agreement, the Confidentiality Agreement, or otherwise. Neither this Section 5.6 nor any other provision in this Agreement shall in any way limit the disclosure of information by Seller in connection with the administration of the Bankruptcy Case.

Section 5.7. Use of Names; Publicity. For the period commencing on the Closing Date, and ending on the one hundred and fiftieth (150th) day after the Closing Date, Seller and its Affiliates shall permit Buyer and the Company to use and employ pursuant to a non-exclusive, non-transferable, royalty-free license and right to use, the name “LandAmerica Assessment”, or any similar name and any logo incorporating such name. Beginning on the date that is one hundred and fifty (150) days after the Closing Date, Buyer will not use (and will cause its Affiliates not to use) the name “LandAmerica”, or any similar name or logo incorporating such name or any similar name in any manner, including in connection with the sale of any products or services or otherwise in the conduct of its business. For the period commencing on the Closing Date, and ending no later than the one hundred and fiftieth (150th) day after the Closing Date, Seller (and its successor) (a) will display, in a reasonably prominent fashion, a hyperlink from its website to Buyer’s website and (b) will display a mutually agreeable press release, as

of the date of this Agreement and as of the Closing Date, with respect to the transactions contemplated by this Agreement. The web posting and any press release will be proposed by Buyer and is subject to Seller's approval, which is not to be unreasonably withheld or conditioned.

Section 5.8. Disclaimer of Warranties. Notwithstanding anything contained in this Agreement, it is the explicit intent of each party hereto that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given in Article III of this Agreement, and it is understood that, except for the representations and warranties contained herein, Buyer takes the Transferred Assets "as is" and "where is." Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Article III, Seller hereby expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to (a) the condition of the Transferred Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) or (b) any infringement by Seller or any of its Affiliates of any patent or proprietary right of any third party; it being the intention of Seller and Buyer that the Transferred Assets are to be accepted by Buyer in their present condition and state of repair. It is understood that any cost estimates, projections, or other predictions or other statements or information contained or referred to in the offering materials that have been provided to Buyer are not and shall not be deemed to be representations or warranties of Seller or any of its Affiliates.

Section 5.9. Reasonable Efforts. Seller and Buyer shall use reasonable efforts consistent with Law to take all actions contemplated by this Agreement and, subject to Seller's and Buyer's rights to terminate this Agreement pursuant to Article IX hereof, do all things reasonably necessary to effect the consummation of the transactions contemplated by this Agreement.

Section 5.10. Conduct of Business of Seller. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement in accordance with Article IX or the Closing, Seller agrees (except (a) for the termination of up to twenty (20) employees of Seller or its Affiliates with respect to the Business on or before the Filing Date, as previously disclosed to Buyer, (b) as necessitated by the Bankruptcy Case, or (c) to the extent that Buyer otherwise consents in writing) to carry on its business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted, to pay its post-petition debts and Tax when due, to pay or perform other post-petition obligations when due, and, to the extent consistent with such business, to use all reasonable efforts consistent with past practice and policies to preserve intact the Transferred Assets, keep available the services of the Current Employees and preserve their relationships with customers, suppliers, distributors, licensors, licensees, and others having business dealings with it, all with the goal of preserving its goodwill and ongoing businesses at the Closing. Seller shall promptly deliver written notice to Buyer of any material event or occurrence or emergency not in the ordinary course of its business, and any material event involving the Business.

Section 5.11. Assignment of Rights to Enforce Employee Duties.

(a) To the extent permissible under applicable Law, Seller covenants that, as part of the assignment and assumption agreement, attached, Seller shall assign to Buyer, to the extent held by Seller, all of Seller's right, title and interest in and to (a) the right to enforce any and all covenants made by Seller's or its Affiliate's current and former employees with respect to the Business in their employment agreements with Seller or its Affiliates (including without limitation covenants not to compete or solicit clients or employees), and (b) the right to enforce all contractual, statutory or common law rights against any current or former employee of Seller who improperly uses any confidential information or trade secret of Seller purchased by Buyer as part of the Transferred Assets.

(b) In the event any of the rights set forth in Section 5.11(a) are not transferred to Buyer, then as of the Closing, this Agreement, to the extent permitted by applicable Law shall constitute full and equitable assignment by Seller to Buyer of all of Seller's right, title and interest in and to, and all of Seller's obligations and liabilities in connection with such rights, and Buyer shall be deemed Seller's agent only for purpose of taking all necessary steps and actions to provide Buyer with the benefits of such rights.

Section 5.12. Business Relationships; Payments.

(a) After the Closing, Seller shall, as promptly as practicable, deliver, and if necessary endorse over to Buyer, any cash, checks or other instruments of payment Seller receives or received that relate to the Transferred Assets and shall hold such cash, checks or other instruments of payment in trust for Buyer until such delivery.

(b) After the Closing, Buyer shall, as promptly as practicable, deliver to Seller any mail and payments received by Buyer that do not relate to the Transferred Assets and to which Seller is entitled.

Section 5.13. Non-Competition and Non-Solicitation Covenants.

(a) Seller covenants that, for a period of three (3) years from the Closing Date, Seller or any of its Affiliates shall not, directly or indirectly, have any interest in, own, manage, operate, control, direct, be connected with as an equity holder, joint venturer, partner or consultant, or otherwise engage in, provide financing for, loan money to, underwrite expenses associated with, invest in or participate in, any business engaged in the Business. Notwithstanding the foregoing, Seller and shall not be prohibited from acquiring or holding, for investment purposes only, less than five percent (5%) of the outstanding publicly traded securities of any corporation, the stock of which is publicly traded on a national securities exchange or market.

(b) Seller covenants that, for a period of three (3) years from the Closing Date, Seller or any of its Affiliates shall not, directly or indirectly, (i) induce or attempt to induce any employee of Buyer (or any of its Affiliates) to leave the employ of Buyer (or such Affiliate), (ii) in any way interfere with the relationship between Buyer (or any of its Affiliates) and its employees, (iii) employ or otherwise engage as an employee, independent contractor or otherwise any employee of Buyer (or any of its Affiliates), (iv) induce or attempt to induce any customer, supplier, licensee or other party to cease doing business with Buyer, or in any way interfere with the relationship between Buyer and any such customer, supplier, licensee or other party, (v) solicit the business of any party known to Seller to be a customer or actively-marketed prospect of Buyer (or any of its Affiliates) with respect to products, services or supplies related to the Business, (vi) induce or attempt to induce any referral source of Seller to do business with anyone other than Buyer with regard to the Business. Seller acknowledges and agrees that this covenant is reasonable with respect to its duration and scope, and is a material inducement without which Buyer would not have entered into this Agreement.

(c) The parties hereto agree that damages would be an inadequate remedy for Buyer in the event of a breach or threatened breach of this Section 5.13 and thus, in any such event, either with or without pursuing any potential damage remedies, Buyer immediately may obtain and enforce an injunction prohibiting Seller from violating this Agreement from any court of law or equity. In the event Seller violates any restrictive covenant in this Section 5.13 as to which there is a specific time period during which Seller is prohibited from taking certain actions or engaging in certain activities, then, in such event, the violation will toll the running of the time period from the date Buyer notifies Seller in writing of the violation until the violation ceases.

Section 5.14. A/R Reports. During the period commencing on the date of this Agreement and ending on the Closing Date, upon Buyer's reasonable request from time to time, Seller shall prepare and deliver an updated A/R Report as of the date of such preparation.

Section 5.15. Lease Buy-Outs. During the period commencing on the date of this Agreement and ending on the Closing Date, upon Buyer's reasonable request, Seller shall reasonably cooperate with Buyer in Buyer's efforts to purchase the equipment leased by Seller and used primarily in the Business, which equipment does not constitute Transferred Assets.

Section 5.16. Preservation of Records; Access to Information.

(a) Seller and Buyer agree that each of them shall preserve and keep the records held by them or their Affiliates relating to the Business, the Transferred Assets and Assumed Liabilities for a period of five (5) years from the Closing Date, in the case of Buyer, and until the closing of the chapter 11 case of Seller or the liquidation and winding up of Seller's estate, in the case of Seller, and shall make such records available to the other party as may be reasonably required by such other party in connection with, among other things, any insurance claims by, actions or tax audits against or governmental investigations of Seller or Buyer or any of their respective Affiliates or in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or Buyer wishes to destroy such records at the end of such periods set forth above, as applicable, such party shall first give sixty (60) days prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given to such party within such sixty (60) day period, to take possession of the records within one hundred and twenty (120) days after the date of such notice, or such shorter period as the liquidation and winding up of Seller's estate shall permit.

(b) From and after the Closing Date, Buyer shall give Seller and Seller's Representatives reasonable access during normal business hours to the offices, facilities, plants, properties, assets, Selected Employees, personnel files and books and records of Buyer pertaining to (i) the conduct of the Business or ownership of the Transferred Assets prior to the Closing Date or (ii) the Retained Liabilities. In connection with the foregoing, Buyer shall use commercially reasonable efforts to cause its Representatives to furnish to Seller such financial, technical, operating and other information pertaining to (i) the conduct of the Business or ownership of the Transferred Assets prior to the Closing Date or (ii) the Retained Liabilities, in each case, as Seller's Representatives shall from time to time reasonably request and to discuss such information with such Representatives. Without limiting the generality of the foregoing, Buyer shall, and shall use commercially reasonable efforts to cause each of its Affiliates to, cooperate with Seller as may reasonably be requested by Seller for purposes of enabling an independent accounting firm selected by Seller to conduct an audit of the Business for periods prior to the Closing Date, including access to Buyer's independent auditors' working papers pertaining to the Business or the Transferred Assets.

ARTICLE VI.
TAX MATTERS

Section 6.1. Transfer Taxes. Notwithstanding any provision of this Agreement to the contrary, all Transfer Taxes shall be borne by Buyer. Seller will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes and fees, and, if required by applicable Law, Buyer will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

ARTICLE VII.
CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion (except for Section 7.3):

Section 7.1. Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be true and correct (without giving effect to any limitation as to “materiality” or “Material Adverse Effect” set forth therein) at and as of the date of this Agreement and at and as of the Closing Date (except for such representations and warranties that are made as of a specific date, in which case they shall be true and correct as of such specific date), except where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 7.2. Performance of Seller’s Obligations. Seller shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date.

Section 7.3. Approval Order. The Bankruptcy Court shall have entered the Approval Order and such Approval Order shall be final and shall not have been reversed, modified, rescinded or stayed pending appeal.

Section 7.4. No Violation of Orders. No preliminary or permanent injunction or other Order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity shall be in effect which prevents or prohibits the consummation of any of the transactions contemplated by this Agreement or that makes it illegal for either Party hereto to perform its obligation hereunder.

ARTICLE VIII.
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Seller in its sole discretion (except for Section 8.3):

Section 8.1. Representations and Warranties of Buyer. All representations and warranties made by Buyer in this Agreement that are qualified as to materiality (or any variation thereof) shall be true and correct and such representations and warranties that are not so qualified shall be true and correct in all material respects, in each case on and as of the Closing Date as if again made by Buyer on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

Section 8.2. Performance of Buyer’s Obligations. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date.

Section 8.3. Approval Order. The Bankruptcy Court shall have entered the Approval Order and such Approval Order shall be final and shall not have been reversed, modified, rescinded or stayed pending appeal.

Section 8.4. No Violation of Orders. No preliminary or permanent injunction or other Order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity shall be in effect which prevents or prohibits the consummation of any of the transactions contemplated by this Agreement or that makes it illegal for either party hereto to perform its obligation hereunder.

ARTICLE IX. TERMINATION

Section 9.1. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing in the following manner:

- (a) by mutual written consent of Seller and Buyer;
- (b) by either Seller or Buyer, if any Governmental Entity with jurisdiction over such matters shall have issued an order or injunction restraining, enjoining, or otherwise prohibiting the sale of the Transferred Assets hereunder and such order, decree, ruling, or other action shall have become final and non-appealable;
- (c) by either Seller or Buyer, at any time on or after (i) the date that the Bankruptcy Court denies the Sale Motion, (ii) the 45th day following the date of this Agreement if the Approval Order has not been entered by the Bankruptcy Court as of the time of such termination, or (iii) at any time following the stay or reversal of the Approval Order by a court of competent jurisdiction, and such stay or reversal is not reversed, revoked, voided or vacated within forty-five (45) days thereof; but the right to terminate this Agreement under this Section 9.1(c) shall not be available to Seller or Buyer if the failure of any the Approval Order not being entered is solely the result of the failure by such party to perform its obligations under this Agreement;
- (d) by Buyer, in accordance with Section 5.1 of this Agreement, or upon a material breach of any covenant or agreement of Seller set forth in this Agreement, or if any representation or warranty of Seller is or becomes untrue, and in each case such material breach or untruth (i)(A) cannot be cured within twenty (20) days of the date on which Seller receives written notice thereof or (B) has not been cured within thirty (30) days of the date on which Seller receives written notice thereof and (ii) would result in the failure to satisfy the conditions to Closing set forth in Sections 7.1 or 7.2;
- (e) by Seller, upon a material breach of any covenant or agreement of Buyer set forth in this Agreement, or if any representation or warranty of Buyer is or becomes untrue, and in each case such material breach or untruth (i)(A) cannot be cured within twenty (20) days of the date on which Buyer receives written notice thereof or (B) has not been cured within thirty (30) days of the date on which Buyer receives written notice thereof and (ii) would result in the failure to satisfy the conditions to Closing set forth in Sections 8.1 or 8.2; or
- (f) by Seller or Buyer if Seller enters into an agreement with respect to an Alternative Transaction.

Section 9.2. Effect of Termination. If a party terminates this Agreement under Section 9.1, then such party shall promptly give notice to the other party specifying the provision hereof pursuant to which such termination is made, and this Agreement shall become void and have no effect, except that the agreements contained in this Article IX, Section 5.6 and Article X shall survive the termination hereof. Nothing contained in this Section 9.2 shall relieve any party from liability for damages actually incurred as a result of any breach of this Agreement prior to such termination. No termination of this Agreement

shall affect the obligations of the parties pursuant to the Confidentiality Agreement, except to the extent specified in such Confidentiality Agreement.

Section 9.3. Expense Reimbursement Fee. In the event that this Agreement is terminated pursuant to Section 9.1(b), Section 9.1(c) or Section 9.1(f), then Seller shall pay Buyer an amount equal to the Expense Reimbursement Fee.

Section 9.4. Survival. The representations and warranties of the parties contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall not survive the Closing. The covenants and agreements of the parties contained in this Agreement shall survive the Closing indefinitely or for such shorter period set forth therein.

ARTICLE X.
[INTENTIONALLY OMITTED]

ARTICLE XI.
MISCELLANEOUS

Section 11.1. Notices. All notices and other communications in connection with this Agreement shall be in writing, shall be effective upon receipt and shall be deemed given if delivered personally, sent via facsimile (with answer-back confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Seller, care of:

LandAmerica Financial Group, Inc.
5600 Cox Road
Glen Allen, VA 23060
Attention: Executive Vice President, Chief Legal Officer
Fax: (804) 267-8827

with a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Paul V. Shalhoub and Mark A. Cognetti
Fax: (212) 728-8111

(b) if to Buyer, to:

Partner Assessment Corporation
2101 Rosecrans Avenue, Suite 4270
El Segundo, CA 90245
Attention: Joseph Derhake, President

Fax: (310) 615-4544

with a copy to:

Silver & Freedman, APLC
2029 Century Park East, 19th Floor
Los Angeles, CA 90067
Attention: Darin Margules
Fax: (310) 282-2543

Any party may change the address to which notices, claims, demands and other communications hereunder are to be delivered by giving the other parties notice in the manner set forth herein.

Section 11.2. Interpretation. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Except as otherwise expressly provided herein, all references to “dollars” or “\$” shall be deemed references to the lawful money of the United States of America. Unless otherwise indicated, the word “day” shall be interpreted as a calendar day. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to the “transactions contemplated by this Agreement” and similar expressions include the transactions contemplated by the Ancillary Documents. The words “hereof,” “herein,” “hereby,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole (including any exhibits hereto and schedules delivered herewith) and not to any particular provisions of this Agreement. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The Seller Disclosure Schedule and the Buyer Disclosure Schedule, as well as all other schedules and all exhibits hereto, shall be deemed part of this Agreement and included in any reference to this Agreement.

Section 11.3. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart. Either party may deliver its signed counterpart of this Agreement to the other party by means of facsimile or any other electronic medium, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

Section 11.4. Attorneys’ Fees. If any action, suit or other proceeding for the enforcement of this Agreement is brought with respect to or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled.

Section 11.5. Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York without giving effect to the choice-of-law

provisions thereof to the extent that the application of the laws of another jurisdiction would be required thereby. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise under this Agreement and in respect of the transactions contemplated hereby; provided, however, that in the event the Bankruptcy Court at any time declines to accept jurisdiction, each of the Parties hereby irrevocably (i) submits to the jurisdiction of the courts of the State of New York and the federal courts of the United States located in New York, New York regarding any such claim or dispute; (ii) agrees that all claims and disputes shall be heard and determined in such courts; (iii) waives, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the venue of any such claim or dispute brought in such court or any defense of inconvenient forum for the maintenance of such claim or dispute; and (iv) agrees that a judgment in any claim or dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

Section 11.7. Assignment; Third Party Beneficiaries.

(a) Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties and their respective successors and assigns. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person other than the parties hereto any rights or remedies under this Agreement.

(b) The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance with this Agreement without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 11.8. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 11.9. Bulk Sales. If it will not be practicable to comply or to attempt to comply with the procedures of the Uniform Commercial Code or other bulk sales laws or similar laws of the jurisdiction in which the Transferred Assets to be conveyed hereby are situated or of any other jurisdictions which may be asserted to be applicable to the transaction contemplated hereunder and the parties believe that it is not clear that any such laws are applicable to such transaction, then Buyer shall waive any requirement for compliance on the part of Seller with the procedures of any such laws.

Section 11.10. Time is of the Essence. Time is of the essence.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

LANDAMERICA ASSESSMENT CORPORATION

By: G. William Evans
Name: G. William Evans
Title: President & CFO

PARTNER ASSESSMENT CORPORATION

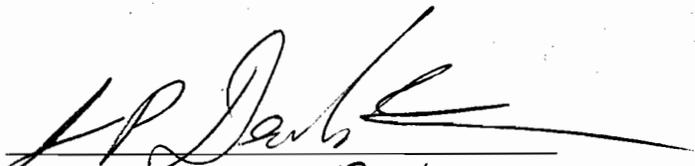
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

LANDAMERICA ASSESSMENT CORPORATION

By: _____
Name:
Title:

PARTNER ASSESSMENT CORPORATION

By: 
Name: Joseph P. Derhake
Title: President

DISCLOSURE SCHEDULE

Section 1.1:

“knowledge”

LandAmerica Financial Group, Inc.:

1. G. William Evans -- EVP & CFO
2. Melissa A. Hill - EVP-Operations
3. Jeffrey D. Vaughan - EVP-Corporate Development
4. Michael D. Beverly - SVP & Associate General Counsel

Seller:

1. Noreen Clindinning - VP

“Transferred Assets” include, without limitation (“LAC” shall mean “LandAmerica Assessment Corporation”):

- 1) Digital and Computer Assets
 - a. Client List in all forms
 - b. Project Link Database
 - c. All Digital Proposals, Old Reports (word documents, excel, photos, everything), and Marketing Materials.
 - d. All templates.
 - e. PA Database (much of this may be included in Project Link)
 - f. ACT Database (or any other contact management database used by LAC employees)
 - g. Copyrighted materials.
- 2) Company Communication Media
 - a. All Business Phone Numbers and Fax Numbers.
 - b. All LAC email accounts, including all Contact Lists (including “.pst” and “.nk2” file for MS Outlook e-mail and contact list history)
 - c. LAC Website and any other other LAC owned domains including NAC-Corp.com and Aaron and Wright domain.
- 3) The equipment and fixed assets set forth on the attached schedule of fixed assets.
- 4) List of PAs, vendors and employees employed in Business within the prior six (6) months.
- 5) Paper copies of all reasonably available Master Service Agreements and signed customer contracts.
- 6) Copies of any reasonably available bid opportunities and proposals.
- 7) To the extent reasonably available and in the possession of Seller, copies of all confidentiality, non-competition, or similar agreements or acknowledgments executed by any employees of the Business, who were employed by Seller or its Affiliates with respect to the Business within the six months prior to the date of the Asset Purchase Agreement; provided, the costs of photocopying and all documents set forth on this Schedule shall be borne by Buyer.
- 8) The rights set forth in Section 5.11(a) of the Asset Purchase Agreement.

Section 3.7 Pending Actions.

None.

Section 5.3 Employees Seller Covenants Not To Terminate

See attached.

LandAmerica Assessment Company
 Schedule of Fixed Assets

Tag Number	Asset Description	Asset ID	Serial ID
LA0038749	10/100BASET RTR	000000000373	MX0623J1JQ
LA0038750	WIC-1DSU-T1	000000000374	
LA0039083	COLOR LASER PRINTER	000000000379	
LA0039084	COMPUTERS	000000000380	
LA0039085	COMPUTERS	000000000381	
LA0039086	COMPUTERS	000000000382	
LA0119674	PowerVault 124T	000000000754	JYM26D1
LA0064737	DELL OPTIPLEX GX270T	000000000558	DKMJ141
LA0086085	1PORT ISDN BRI NT-1	000000000697	33000368
LA0086086	CISCO 1841 W/WIC	000000000698	TX0904W0XN
LA0087754	CISCO WS-C3750G-24T-	000000000706	AT0914K04H
LA0039198	PETTY ASSETS	000000000492	
LA0044668	24PORT SWITCH	000000000510	HK0623Z27Q
LA0044722	OPTIPLEX GX260T	000000000511	G7NF721
LA0044725	OPTIPLEX GX260T	000000000514	28NF721
LA0039096	LAPTOP	000000000392	
LA0039097	LAPTOP	000000000393	
LA0039087	COMPUTERS	000000000383	
LA0039088	COMPUTERS	000000000384	
LA0039089	COMPUTERS	000000000385	
LA0039090	COMPUTERS	000000000386	
LA0039091	DELL	000000000387	
LA0039199	PETTY ASSETS	000000000493	
LA0042301	COMPUTERS	000000000501	
LA0042302	NETWORK	000000000502	
LA0047115	OPTIPLEX GX260T	000000000522	679TM21
LA0047116	OPTIPLEX GX260T	000000000523	J4FTM21
LA0039102	COMPUTERS	000000000396	
LA0039200	PETTY ASSETS	000000000494	
LA0063128	CASTELLE SBE FAX SRV	000000000555	08410186
LA0066061	DELL OPTIPLEX GX270	000000000560	JSZGB41
LA0068753	24PORT SWITCH	000000000564	OC0815S48W
LA0069840	CERTANCE DDS4 DAT	000000000566	HN0KVNP
LA0039119	SCANNER, 2 PRINTERS	000000000413	
LA0039201	PETTY ASSETS	000000000495	
LA0053250	AUTODESK AUTOCAD LT	000000000533	
LA0054303	FUJ SCAN PARTNER	000000000535	3030073
LA0039112	EQUIP DELL MARKETING	000000000406	
LA0039105	COMPUTERS	000000000399	
LA0039106	COMPUTERS	000000000400	
LA0039107	COMPUTERS	000000000401	
LA0039108	DELL COMPUTER	000000000402	
LA0039103	COMPUTER HARDWARE	000000000397	
LA0039104	COMPUTERS	000000000398	
LA0039120	COMPUTERS	000000000414	
LA0039121	COMPUTERS	000000000415	
LA0039122	COMPUTERS	000000000416	
LA0039123	COMPUTERS	000000000417	
LA0039202	PETTY ASSETS	000000000496	

LA0055322	DELL OPTIPLEX GX260T	000000000539	FCDS331
LA0083012	DELL 1901FP MONITOR	000000000653	
LA0083013	DELL 1901FP MONITOR	000000000654	
LA0089991	2811 W/ AC PWR	000000000710	TX0923A378
LA0086294	DELL OPTIPLEX GX280	000000000701	236MZ61
LA0086295	DELL OPTIPLEX GX280	000000000702	436MZ61
LA0086296	DELL OPTIPLEX GX280	000000000703	536MZ61
LA0089204	HP LJ4350TN PRINTER	000000000707	CNDXB03126
LA0089990	1PT T3/E3 NTWK MOD	000000000709	OC091049MF
LA0066278	DELL OPTIPLEX GX270	000000000562	1HLMF41
LA0081180	DELL PWRVAULT EXHD	000000000567	91S2N41
LA0086071	CISCO WS-C2950-24	000000000696	OC0905Y0E9
LA0086293	DELL OPTIPLEX GX280	000000000700	J26MZ61
LA0054627	HP LJ 9000N PRINTER	000000000538	JPBNN05328
LA0056346	DELL OPTIPLEX GX260T	000000000548	8RMBB31
LA0056706	FUJITSU 300DPI CLR S	000000000549	305008815A
LA0059195	GBC DOCUBIND P400	000000000554	
LA0064719	HP LJ 4300TN PRINTER	000000000556	CNGY300482
LA0066277	DELL OPTIPLEX GX270	000000000561	FGLMF41
LA0053139	36.4GB ULTRA SCSI	000000000530	32JH9870J8
LA0053140	36.4GB ULTRA SCSI	000000000531	32JH9870J7
LA0053141	36.4GB ULTRA SCSI	000000000532	32JH9870HF
LA0053253	APC SMART UPS	000000000534	
LA0054492	FUJI TK88 CART	000000000536	
LA0054626	HP LJ9000 2K SHT TRA	000000000537	THBLB37091
LA0047211	FUJITSU 300DPI CLR S	000000000524	302020715A
LA0048139	DELL OPTIPLEX GX260T	000000000525	3593T21
LA0048140	DELL OPTIPLEX GX260T	000000000526	6593T21
LA0053136	36.4GB ULTRA SCSI	000000000527	32JH9870KV
LA0053137	36.4GB ULTRA SCSI	000000000528	32JH9870JH
LA0053138	36.4GB ULTRA SCSI	000000000529	32JH9870JC
LA0044726	OPTIPLEX GX260T	000000000515	CDYF321
LA0044727	OPTIPLEX GX260T	000000000516	DDYF321
LA0044728	OPTIPLEX GX260T	000000000517	52Y0421
LA0044729	OPTIPLEX GX260T	000000000518	62Y0421
LA0039986	OPTIPLEX GX260T	000000000500	4RGKZ11
LA0042543	OPTIPLEX GX260T	000000000503	1ZNW121
LA0042544	OPTIPLEX GX260T	000000000504	4ZNW121
LA0042865	WIC-1DSU-T1	000000000507	
LA0042866	10/100BASET MDLR RTR	000000000508	MX0623J1A4
LA0039203	PETTY ASSETS	000000000497	
LA0039354	OPTIPLEX GX240 REFRB	000000000498	
LA0039190	SCANNER	000000000484	
LA0039182	NETWORK	000000000476	
LA0039183	NETWORK	000000000477	
LA0039184	NETWORK	000000000478	
LA0039177	HOT PLUGS	000000000471	
LA0039178	LASER JET & SCANNER	000000000472	
LA0039173	EQUIPMENT DELL MARKE	000000000467	
LA0039163	COMPUTERS AND EQUIPM	000000000457	
LA0039164	COMPUTERS AND EQUIPM	000000000458	
LA0039166	DELL	000000000460	
LA0039157	COMPUTERS	000000000451	

LA0039158	COMPUTERS	000000000452
LA0039159	COMPUTERS	000000000453
LA0039160	COMPUTERS	000000000454
LA0039161	COMPUTERS	000000000455
LA0039162	COMPUTERS	000000000456
LA0039151	COMPUTERS	000000000445
LA0039152	COMPUTERS	000000000446
LA0039153	COMPUTERS	000000000447
LA0039154	COMPUTERS	000000000448
LA0039155	COMPUTERS	000000000449
LA0039156	COMPUTERS	000000000450
LA0039145	COMPUTERS	000000000439
LA0039146	COMPUTERS	000000000440
LA0039147	COMPUTERS	000000000441
LA0039148	COMPUTERS	000000000442
LA0039149	COMPUTERS	000000000443
LA0039150	COMPUTERS	000000000444
LA0039140	COMPUTERS	000000000434
LA0039141	COMPUTERS	000000000435
LA0039142	COMPUTERS	000000000436
LA0039143	COMPUTERS	000000000437
LA0039144	COMPUTERS	000000000438
LA0039133	COMPUTER HARDWARE	000000000427
LA0039134	COMPUTER HARDWARE	000000000428
LA0039135	COMPUTER NETWORK	000000000429
LA0039136	COMPUTER NETWORK	000000000430
LA0039137	COMPUTER NETWORK	000000000431
LA0039138	COMPUTER NETWORK	000000000432
LA0039127	3 COMPUTERS	000000000421
LA0039128	3 COMPUTERS	000000000422
LA0039129	CARD AND ROUTER	000000000423
LA0039130	COMPUTER EQUIPMENT	000000000424
LA0039131	COMPUTER EQUIPMENT	000000000425
LA0039132	COMPUTER EQUIPMENT	000000000426
LA0038937	OPTIPLEX GX260T	000000000376 J39BX11
LA0038938	OPTIPLEX GX260T	000000000377 1JJBX11
LA0039082	CARD AND CABLE	000000000378
LA0084760	FUJITSU FI-4120C SCA	000000000686 663566
LA0083450	DELL OPTIPLEX GX280	000000000748 CWMJ661
LA0081430	CISCO WS-C2950-24	000000000568 OC0835Y47L
LA0082163	SERVER	000000000572
LA0082164	COMPUTER	000000000573
LA0082165	COMPUTER	000000000574
LA0082166	COMPUTER	000000000575
LA0082167	COMPUTER	000000000576
LA0082168	COMPUTER	000000000577
LA0082169	COMPUTER	000000000578
LA0082170	COMPUTER	000000000579
LA0082171	COMPUTER	000000000580
LA0082172	COMPUTER	000000000581
LA0082173	COMPUTER	000000000582
LA0082174	COMPUTER	000000000583
LA0082175	DSL ROUTER	000000000584

LA0084702	DELL OPTIPLEX GX280	00000000683	JGWMG61
LA0085159	CISCO VPN 3002 HW	00000000689	AM08502659
LA0097596	2811 VSEC Bundle	00000000742	
LA0097974	Dual Core Xeon Proc 5110	00000000746	
LA0082200	ROUTER	00000000609	
LA0082201	COMPUTER	00000000610	
LA0082202	COMPUTER	00000000611	
LA0082203	COMPUTER	00000000612	
LA0084652	DELL OPTIPLEX GX280	00000000674	2HWMG61
LA0084653	DELL OPTIPLEX GX280	00000000675	3HWMG61
LA0085160	CISCO VPN 3002 HW	00000000690	AM08502661
LA0082204	COMPUTER	00000000613	
LA0084651	DELL OPTIPLEX GX280	00000000673	1HWMG61
LA0081881	CISCO 1721 ROUTER	00000000570	TX0840Y0NN
LA0081882	CISCO T1/FRACT.WIC	00000000571	OC08321FB4
LA0082241	SERVER	00000000650	
LA0082242	TOSHIBA 4600 LAPTOP	00000000651	
LA0082243	SERVER	00000000652	
LA0084527	DELL OPTIPLEX GX280	00000000657	6G67G61
LA0084528	DELL OPTIPLEX GX280	00000000658	8G67G61
LA0084529	DELL OPTIPLEX GX280	00000000659	CG67G61
LA0084530	DELL OPTIPLEX GX280	00000000660	DG67G61
LA0084531	DELL OPTIPLEX GX280	00000000661	HG67G61
LA0084532	DELL OPTIPLEX GX280	00000000662	JG67G61
LA0084533	DELL OPTIPLEX GX280	00000000663	2H67G61
LA0084534	DELL OPTIPLEX GX280	00000000664	4H67G61
LA0084535	DELL OPTIPLEX GX280	00000000665	6H67G61
LA0084536	DELL OPTIPLEX GX280	00000000666	7H67G61
LA0084537	DELL OPTIPLEX GX280	00000000667	9H67G61
LA0084538	DELL OPTIPLEX GX280	00000000668	BH67G61
LA0084539	DELL OPTIPLEX GX280	00000000669	FH67G61
LA0084548	DELL OPTIPLEX GX280	00000000671	FMR7G61
LA0084654	DELL OPTIPLEX GX280	00000000676	729KK61
LA0084655	DELL OPTIPLEX GX280	00000000677	929KK61
LA0084690	DELL OPTIPLEX GX280	00000000678	71X4J61
LA0085002	CISCO WS-C2950-24	00000000687	OC0833Z1AD
LA0085307	CISCO VPN 3002 HW	00000000693	
LA0086103	CISCO WS-C2950-24	00000000699	OC0905X2YB
LA0086394	DELL OPTIPLEX GX280	00000000704	5GLKZ61
LA0085161	CISCO VPN 3002 HW	00000000691	AM08502671
LA0082208	SERVER	00000000617	
LA0082209	COMPUTER	00000000618	
LA0082210	COMPUTER	00000000619	
LA0082211	COMPUTER	00000000620	
LA0082212	COMPUTER	00000000621	
LA0082213	COMPUTER	00000000622	
LA0082214	COMPUTER	00000000623	
LA0082215	COMPUTER	00000000624	
LA0082216	COMPUTER	00000000625	
LA0082217	COMPUTER	00000000626	
LA0082218	COMPUTER	00000000627	
LA0082219	COMPUTER	00000000628	
LA0082231	TOSHIBA 4600 LAPTOP	00000000640	

LA0084487	DELL OPTIPLEX GX280	000000000656	38ZJG61
LA0084547	DELL OPTIPLEX GX280	000000000670	9N48G61
LA0084692	DELL OPTIPLEX GX280	000000000679	4HWMG61
LA0084693	DELL OPTIPLEX GX280	000000000680	5HWMG61
LA0084694	DELL OPTIPLEX GX280	000000000681	6HWMG61
LA0095782	DELL OPTIPLEX GX620	000000000727	3QJQMB1
LA0095783	DELL OPTIPLEX GX620	000000000728	5QJQMB1
LA0095784	DELL OPTIPLEX GX620	000000000729	7QJQMB1
LA0095785	DELL OPTIPLEX GX620	000000000730	8QJQMB1
LA0095786	DELL OPTIPLEX GX620	000000000731	CQJQMB1

ATTACHMENT TO DISCLOSURE SCHEDULE

Employees Seller Covenants Not to Terminate

Clock Name

37108 Burkart, John T.
34064 Canty, Steven W.
47680 Carroll, Ronald A.
29368 Clindinning, Noreen L.
37476 Dahl, Melissa
43337 Dalton, Bruce H.
37106 Daly, Sean H.
36415 Dungan, Terry R.
37100 Hird, Robert S.
33726 Koch, John K.
37117 Lanier, Hershel D.
37126 Mueller, Anthony J.
48235 Robles, Luisa I.
37131 Sandhu, Mandeep S.
2801 Sayles, Karen
45172 Sorensen, Julie G.
37136 Swan, Nicholas S.
29698 Synigal, Tamara S.
48287 Vejar, Ramiro