

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), dated as of October 16, 2009 is by and between LandAmerica 1031 Exchange Services, Inc. (the "Seller") and (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is selling to the Buyer Notes listed on Schedule I hereto (the "Notes"), which Notes have an outstanding principal balance as of the date hereof in the amount listed on Schedule I hereto;

WHEREAS, the Depository Trust Company ("DTC"), New York, NY, acts as securities depository for the Notes, which are held in book entry form represented by the CUSIP number listed on Schedule I hereto;

WHEREAS, the parties hereto desire that the Seller sells, transfers, conveys and assigns to the Buyer, and that the Buyer purchases and acquires from the Seller, the Notes and any and all rights and benefits incident to the ownership thereof (it being acknowledged and agreed that the Seller shall retain all rights to the Excluded Claims (as defined below)).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1 and shall be equally applicable to both the singular and plural forms.

"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.

"Approval Order" has the meaning set forth in Section 6.1(a).

"Alternative Transaction" means the direct or indirect sale, transfer or other disposition, in one or more transactions, of the Notes to one or more Persons other than the Buyer.

"Bankruptcy Case" means the chapter 11 case of the Seller, which was commenced on November 26, 2008 under Case No. 08-035995, and is jointly administered by the Bankruptcy Court under the LandAmerica Financial Group, Inc. case, which was commenced on November 26, 2008 under Case No. 08-035994.

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

Virginia.

“Break-up Fee” has the meaning set forth in Section 9.3.

“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 Parties” has the meaning set forth in Section 5.1.

“Claims” has the meaning set forth in Section 5.1.

“Closing” has the meaning set forth in Section 2.2.

“Closing Date” has the meaning set forth in Section 2.2.

“Excluded Claims” has the meaning set forth in Section 5.1.

“Expense Reimbursement” has the meaning set forth in Section 9.3.

“DTC” has the meaning set forth in the recitals.

“Governmental Entity” means 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.

“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.

“Notes” has the meaning set forth in the recitals.

“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 2.1.

“RBC” has the meaning set forth in Section 5.2.

“RBC Claims” has the meaning set forth in Section 5.2.

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

“Sale Motion” means the motion or other pleading to be filed with the Bankruptcy Court by Seller seeking entry of the Approval Order.

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

“Seller Parties” has the meaning set forth in Section 5.1.

“Superior Transaction” means one or more bona fide proposals for one or more Alternative Transactions that represent, alone or in the aggregate, and in Seller’s sole discretion, a higher or better offer for the Notes than the offer made by Buyer for the Notes pursuant to the terms of this Agreement.

“Third Party Claims” has the meaning set forth in Section 5.2.

SECTION 2. Sale and Purchase of Notes; Closing.

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, the Seller shall sell, convey, assign and deliver to the Buyer, without warranty or recourse and without representations or warranties, express or implied, unless otherwise specifically stated in this Agreement, and the Buyer shall purchase from the Seller, the Notes (it being acknowledged that the Seller shall retain all rights to the Excluded Claims), in consideration of delivery by the Buyer of the amount listed as the Purchase Price (the “Purchase Price”) on Schedule I hereto, payable via the DTC system.

2.2 Closing. The transfer of the Notes pursuant to this Agreement (the “Closing”) shall occur simultaneously with the delivery to the Seller of the Purchase Price and shall take place on November 12, 2009 if, as of such date, all conditions set forth in Sections 7 and 8 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), or at such other time and date as the parties hereto shall agree in writing (the “Closing Date”). The Seller agrees to instruct Seller’s broker to arrange for a DVP delivery of the Notes via the DTC system on the Closing Date.

SECTION 3. Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller, as of the date hereof, as follows:

3.1 Organization; Authority. The Buyer is a _____, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, with full right, power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. This Agreement, when executed and delivered by the Buyer, will constitute a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other Laws of general application affecting enforcement of creditors’ rights generally or (b) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.2 Buyer Status.

3.3 No Conflict or Violation. The execution, delivery and performance by the Buyer of this Agreement does not and will not: (i) violate or conflict with any provision of the organizational documents of the Buyer; or (ii) violate any provision of Law applicable to the business of the Buyer.

3.4 Consents and Approvals. Other than the Approval Order, no consent, approval or authorization of, or filing, registration or qualification with, any Governmental Entity on the part of the Buyer or any vote, consent or approval in any manner of the holders of any security of the Buyer is required as a condition to the execution and delivery of this Agreement.

3.5 Financial Ability. The Buyer has, and on the Closing Date will have, sufficient funds available to pay the Purchase Price at Closing.

SECTION 4. Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer, as of the date hereof, as follows:

4.1 Authorization of Agreement. The Seller, if not a natural person, is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder, and the execution, delivery and performance by the Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of such Seller. This Agreement, when executed and delivered by the Seller, will constitute a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other Laws of general application affecting enforcement of creditors' rights generally or (b) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.2 Title to the Notes. The Seller has not sold the Notes to any other party, and the Seller has the full power and authority to sell, assign, convey, transfer and deliver the Notes all of which rights and benefits are transferable by the Seller to the Buyer pursuant to this Agreement, free and clear of all the following of any nature whatsoever: security interests, liens, pledges, claims by any third parties with respect to Seller's interest in the Notes (pending or threatened), charges, escrows, encumbrances, lock-up arrangements, options, rights of first offer or refusal, community property rights, mortgages, indentures, security agreements or other agreements, contracts, or obligations, whether written or oral and whether or not relating in any way to credit or the borrowing of money but subject to the Indenture.

SECTION 5. Release.

5.1 Release. In recognition of its receipt of the consideration set forth in Section 2.1 of this Agreement, (i) the Seller hereby irrevocably releases the Buyer, (ii) the Affiliates listed on Schedule II hereto and each of their respective officers, directors, members, shareholders, employees and subsidiaries, in their individual and representative capacities, (collectively, the "Buyer Parties"), from any and all claims, demands,

suits, actions or causes of action of any kind or nature, whether known or unknown, absolute or contingent, presently existing or hereafter discovered, in any way pertaining to or arising out of the Notes (collectively, "Claims"), other than (a) Claims brought or that may be brought by the Seller, any successor to the Seller or any Person acting on behalf of the Seller or any successor to the Seller, against or involving (i) any Person other than one of the Buyer Parties, (ii) any Buyer Party other than in respect of the Notes, or (b) any Claims arising out of a breach by the Buyer of its representations, warranties, agreements or covenants contained in this Agreement (together with the RBC Claims and Third Party Claims (each as defined below), the "Excluded Claims"), and (ii) the Buyer hereby irrevocably releases the Seller and its subsidiaries, affiliates, officers, directors, members, shareholders and employees, in both their individual and representative capacities, (the "Seller Parties"), from any and all Claims, other than Claims arising out of a breach by the Seller of its representations, warranties, agreements or covenants contained in this Agreement.

5.2 RBC. In connection with the release provided in Section 5.1 above, the Seller acknowledges that it is aware of the offer by Royal Bank of Canada ("RBC"), first announced on October 8, 2008 (the "RBC Offer"), that as a part of a settlement with the Securities and Exchange Commission, New York Attorney General's office, and the North American Securities Administrators Association, RBC will offer to purchase, at par, certain auction rate securities held by customers of RBC Capital Markets Corporation, as well as from customers of two other firms recently acquired by RBC. Neither Buyer makes any representation concerning the RBC Offer or whether any or all of the Notes are covered by the RBC Offer. Furthermore, Buyer and Seller expressly acknowledge that the releases contained above with respect to the Buyer Parties shall not and do not release any Claims Seller, or any successor to the Seller or any Person acting on behalf of the Seller or any successor to the Seller, may have against RBC, RBC Capital Markets Corporation or any of their respective subsidiaries, affiliates, officers, directors, members, shareholders or employees (the "RBC Claims") or any other party other than the Buyer Parties (the "Third Party Claims").

SECTION 6. Covenants.

6.1 Bankruptcy Filings, Covenants and Agreements.

(a) Within three (3) Business Days following the date of execution of this Agreement, the Seller shall file with the Bankruptcy Court the Sale Motion, seeking entry of an order or orders, in form and substance substantially in the form of the Order annexed hereto as Exhibit A (the "Approval Order"). The Buyer agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Approval Order, including furnishing affidavits or other documents or information reasonably requested by the Seller for filing with the Bankruptcy Court for the purposes of obtaining approval of this Agreement and entry of such Order. In the event the entry of the Approval Order shall be appealed and until such time as this Agreement has been terminated, the Seller shall use its commercially reasonable efforts to defend such appeal.

(b) 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 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. 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 6.1(b).

6.2 Notice of Alternative Transaction. Seller shall promptly, but no later than within five Business Days of receipt of any proposal for an Alternative Transaction that is a Superior Transaction, deliver notice of such Alternative Transaction to Buyer.

SECTION 7. Conditions to Obligations of the Buyer. The obligations of the 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 the Buyer in its sole discretion:

7.1 Representations and Warranties of the Seller. All representations and warranties made by the Seller 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 the Seller 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).

7.2 Performance of the Seller' Obligations. The 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.

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

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.

SECTION 8. Conditions to Obligations of the Seller. The obligations of the 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 the Seller in its sole discretion:

8.1 Representations and Warranties of the Buyer. All representations and warranties made by the 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 the 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).

8.2 Performance of the Buyer's Obligations. The 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.

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

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.

SECTION 9. Termination and Survival.

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 Buyer or Seller if the Approval Order is not entered and the Closing does not occur within thirty (30) calendar days from the date hereof, or
- (c) by either Buyer or Seller if Seller consummates an Alternative Transaction.

9.2 Effect of Termination. If a party terminates this Agreement pursuant to 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 Section 9 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.

9.3 Break-up Fee; Expense Reimbursement. In the event that Seller consummates an Alternative Transaction, and at such time the Buyer is not then in breach of its obligations hereunder, Seller shall pay to Buyer its reasonable and documented out-of-pocket fees (including reasonable attorneys' fees) and expenses incurred in connection with the transaction contemplated by this Agreement not to exceed \$100,000 (such amount, the "Expense Reimbursement") and a break-up fee equal to three percent (3%) of the Purchase Price (the "Break-up Fee"); provided, however, in the event that either party terminates this Agreement pursuant to Section 9.1(b), and as of the date of such termination Buyer is in breach of its obligations hereunder, Seller shall not be obligated to pay the Break-up Fee or Expense

Reimbursement regardless of whether an Alternative Transaction is thereafter consummated. Any such Expense Reimbursement and Break-up Fee shall be paid no later than two Business Days after the date the Seller consummates an Alternative Transaction.

9.4 Survival of Representations and Warranties; Etc. All representations and warranties of the Buyer and the Seller shall survive the closing hereunder. The Buyer and the Seller may each rely upon this Agreement for the purpose of assuring its compliance with applicable Law.

9.5 Survival of Covenants. The covenants and agreements of the parties contained in this Agreement, including but not limited to the Seller's obligation to pay any Expense Reimbursement and Break-up Fee that may be owing under Section 9.3, shall survive the Closing indefinitely or for such shorter period set forth therein.

SECTION 10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by facsimile (upon confirmation of receipt), or 72 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth below.

Seller

LandAmerica 1031 Exchange Services, Inc.
5600 Cox Road
Glen Allen, VA 23060
Attention: Vice President and Treasurer

Facsimile: (804) 267-8827

with a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Rachel Strickland
Fax: (212) 728-8111

Buyer

With a copy to:

SECTION 11. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

SECTION 12. Assignment; Third Party Beneficiaries.

12.1 Assignment. 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; provided, that this Agreement shall be freely assignable by the Seller to any successor-in-interest to the Seller pursuant to any plan approved by the Bankruptcy Court in the Bankruptcy Case. 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.

SECTION 13. Expenses. Except as otherwise set forth in Section 9.3, each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 14. No Publicity. Neither the Seller, the Buyer nor any of its respective affiliates will make any public disclosure regarding the specific terms of this Agreement or the transactions contemplated hereby without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed (except as may be required by applicable Law, rule, regulation or any stock exchange listing agreement, or made in connection with the administration of the Bankruptcy Case; it being acknowledged and agreed that a copy of this Agreement may be filed with the Bankruptcy Court served on parties in interest as required by the Bankruptcy Rules and/or the Bankruptcy Court).

SECTION 15. Counterparts. This Agreement may be executed via facsimile in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 16. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired hereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

SECTION 17. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the matters contemplated hereby, and there are no written or

oral representations, warranties, understandings or agreements with respect hereto except as expressly set forth herein.

SECTION 18. Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by each party or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought.

SECTION 19. Further Assurances. Each of the Buyer and the Seller hereby agrees and provides further assurances that it will, in the future, execute and deliver any and all further agreements, certificates, instruments and documents and do and perform or cause to be done and performed, all acts and things as may be necessary or appropriate to carry out the intent and accomplish the purposes of this Agreement.

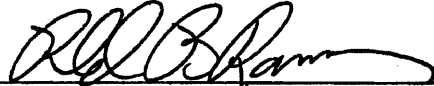
SECTION 20. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

SECTION 21. Bankruptcy Court Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to hear and determine any and all matters, claims or disputes arising from or relating to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above-written.

**LANDAMERICA 1031 EXCHANGE
SERVICES, INC. (SELLER)**

By: 
Name: Ronald B. Ramos
Title: Vice President and Treasurer

By:

By: _____
Name:
Title: President

SCHEDULE I

<u>Series</u>	<u>Class</u>	<u>CUSIP</u>	<u>Principal Amount</u>	<u>Purchase Price *</u>
			\$10,000,000.00	\$4,820,000.00
			\$10,000,000.00	\$4,820,000.00
	Total		\$20,000,000.00	\$9,640,000.00

* In addition to the Purchase Price paid on the Closing Date the Buyer shall pay all accrued interest on notes through the Closing Date.

Received from selling broker:

SCHEDULE II

EXECUTION VERSION

BROKERAGE SERVICES AGREEMENT

This Brokerage Services Agreement (the "Agreement"), dated as of October 16, 2009, by and between LandAmerica 1031 Exchange Services, Inc. ("Seller"), in its capacity as the owner of certain securities listed on Exhibit A attached hereto, which may be amended from time to time by the parties hereto (each individually, an "Asset" and collectively, the "Assets"), and SecondMarket, Inc. ("SecondMarket" and together with the Seller, the "Parties"), a registered broker-dealer under Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall govern the relationship between Seller and SecondMarket.

WHEREAS, Seller has filed a petition in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), being jointly administered under case number 08-35994 with other affiliated debtors (the "Bankruptcy Case"), seeking relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, Seller is the owner of the Assets and wishes to sell such Assets; and

WHEREAS, SecondMarket shall act as the broker in connection with the sale of each Asset to a third-party buyer identified by SecondMarket (each a "Transaction" and together the "Transactions").

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

SECTION 1. Engagement of SecondMarket. Seller hereby engages SecondMarket to be the sole party to engage potential third-party buyers on behalf of Seller in connection with one or more possible Transactions for a period commencing on the date of entry of a final order of the Bankruptcy Court approving this Agreement and the process contemplated hereby, provided such order is not stayed pending an appeal thereof, or if an appeal has been taken, such an appeal has been finally resolved (a "Final Order"), and ending on the earlier to occur of: (i) the consummation of the sale of all of the Assets, and (ii) the termination of this Agreement in compliance with Section 2 below (the "Engagement").

SECTION 2. Termination.

2.1 This Agreement shall terminate one (1) year from the date of entry of the Final Order, unless renewed in writing by SecondMarket and Seller. SecondMarket or Seller may terminate this Agreement for any reason at any time after three (3) months from the date of entry of the Final Order, upon ten (10) days' prior written notice to the other Party.

2.2 Notwithstanding the foregoing, this Agreement is subject to the approval of the Bankruptcy Court. Should the Bankruptcy Court fail to issue the Final Order approving this Agreement within 45 days from the date hereof, this Agreement shall be null and void, and neither Seller nor SecondMarket shall have any obligations or liability to the other in respect of this Agreement.

SECTION 3. Transaction Process.

3.1 SecondMarket shall provide Seller with written notice of all offers from SecondMarket to purchase any of the Assets (each an "Offer Notice", in the form set forth on Exhibit D) by electronic delivery, or such other means as the Parties may mutually agree. All offers to purchase shall be valid for five (5) days from the date such notice is received by Seller. Upon (i) Seller's acceptance, in its sole discretion, of an offer set forth in an Offer Notice, and (ii) Seller being authorized to consummate the sale of the Asset(s) specified in an Offer Notice pursuant to the approval procedures established by the Bankruptcy Court in the Final Order, Seller and SecondMarket shall execute one or more Purchase Agreements, a form of which is attached as Exhibit B hereto (each a "Purchase Agreement"), memorializing the sale of such Assets.

3.2 Seller hereby agrees that SecondMarket shall receive a fee equal to two percent (2%) of the proceeds of each Transaction (the "Commission") during the Engagement. The Commission shall be received by SecondMarket upon the transfer of the Asset to a third-party buyer. SecondMarket and Seller hereby agree that the Transactions shall be consummated on the terms and at the price set forth in the applicable Offer Notice.

3.3 Seller acknowledges that SecondMarket is acting as riskless principal with regard to the Transactions and Seller understands that as a condition precedent to the closing of each Transaction, a third-party buyer must purchase the Assets from SecondMarket. Should such third-party buyer fail to purchase the Assets from SecondMarket within thirty (30) days of Seller and SecondMarket executing a Purchase Agreement, or such longer period as may be agreed to by Seller and SecondMarket, the Purchase Agreement and the Transaction shall be terminated without any further action by any Party, the Asset shall be returned to Seller, and neither Seller nor SecondMarket shall have any liability to the other in respect of the Transaction or its termination.

SECTION 4. Representations and Warranties of SecondMarket.

SecondMarket represents and warrants to Seller, as of the date hereof, as follows:

4.1 Organization; Authority. SecondMarket is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and any Purchase Agreement, and otherwise to carry out its obligations hereunder and thereunder, and the execution, delivery and performance by SecondMarket of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of SecondMarket. This Agreement, when executed and delivered by SecondMarket, will constitute a valid and legally binding obligation of SecondMarket, enforceable against SecondMarket in accordance with its terms, except as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.2 Broker-Dealer. SecondMarket represents and warrants it is a registered broker-dealer under Section 15 of the Exchange Act. SecondMarket has and will maintain during the Engagement, with respect to both itself and any of its employees engaged in the Transactions, all licenses and registrations necessary under applicable law and regulations.

4.3 No Conflicts; Advice. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate in any material respect any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which SecondMarket is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which SecondMarket is a party in any material respect.

4.4 Disclaimer of Warranties. Notwithstanding anything contained in this Agreement, Seller acknowledges that SecondMarket is not making any representations or warranties whatsoever, express or implied, beyond those expressly given in Section 4 of this Agreement. Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Section 4, SecondMarket hereby expressly disclaims and negates any representation or warranty, expressed or implied, at the common law, by statute, or otherwise.

SECTION 5. Representations and Warranties of Seller. Seller represents and warrants to SecondMarket, as of the date hereof, as follows:

5.1 Organization; Authority. Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and, upon entry of the Final Order, authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder, and the execution, delivery and performance by Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of such Seller. Subject to approval by the Bankruptcy Court in a Final Order, this Agreement, when executed and delivered by Seller, will constitute a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms, as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.2 Non-Public Information. Seller neither has possession nor knowledge of material non-public information about the issuer of the Assets or its affiliates nor is selling the Assets "on the basis of" (as defined in Rule 10b5-1 of the Exchange Act) any material, non-public information about the Assets or the issuer of the Assets.

5.3 No Conflicts; Advice. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate in any material respect any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of its organizational documents or other similar

governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which Seller is a party in any material respect. Seller has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its sale of the Assets.

5.4 No Reliance. Seller has not relied upon any representation or warranty by SecondMarket or its employees or representatives in connection with this Agreement and the transactions contemplated hereby other than those set forth in this Agreement.

5.5 Transaction Decision. Seller is responsible for its decisions regarding a transaction and/or its ownership of the Assets as well as the value and price of such Assets and SecondMarket is acting solely at the request, direction and permission of Seller.

5.6 Disclaimer of Warranties. Notwithstanding anything contained in this Agreement, SecondMarket acknowledges that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given in Section 5 of this Agreement. Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Section 5, the Seller hereby expressly disclaims and negates any representation or warranty, expressed or implied, at the common law, by statute, or otherwise.

SECTION 6. Covenants of SecondMarket. SecondMarket covenants and agrees that each definitive agreement with a third-party purchaser with respect to each Transaction (each a "Sale Agreement") shall contain representations and warranties from such third-party purchaser substantially in the form set forth on Exhibit C hereto. SecondMarket agrees to use its commercially reasonable efforts to verify the accuracy of such representations and warranties prior to the execution of such Sale Agreement.

SECTION 7. Survival. Notwithstanding anything to the contrary contained herein, the obligations of SecondMarket and Seller in Sections 3, 4, 5, 8, 9, 10 and 18, shall survive any termination of this Agreement. SecondMarket and Seller may each rely upon this Agreement for the purpose of assuring its compliance with applicable law.

SECTION 8. Indemnification. Seller shall indemnify, defend and hold harmless SecondMarket (and its respective affiliates, directors, officers, employees, successors and assigns) from and against any and all losses, claims, damages, liabilities and expenses based upon, arising out of, the willful misconduct or gross negligence of the Seller with respect to this Agreement or the Transactions; provided, however, such indemnification shall not include any exemplary or punitive damages. SecondMarket shall indemnify, defend and hold harmless Seller (and its respective affiliates, directors, officers, employees, successors and assigns, including any trustee(s) that may be appointed in the Bankruptcy Case under a chapter 11 plan or otherwise) from and against any and all losses, claims, damages, liabilities and expenses based upon, or arising out of, the willful misconduct or gross negligence of SecondMarket with respect to this Agreement or the Transactions; provided, however, such indemnification shall not include any exemplary or punitive damages.

SECTION 9. Limited Liability. SecondMarket shall have no liability arising from the services it provides as contemplated by this Agreement and its having provided the services set forth herein other than with respect to any breach by SecondMarket of any representation, warranty or obligation under this Agreement or any Purchase Agreement, or arising out of the willful misconduct or gross negligence of SecondMarket in respect of this Agreement or the Transactions; provided, however, (i) with respect to breaches of this Agreement absent willful misconduct or gross negligence by SecondMarket, Seller agrees that, notwithstanding anything herein to the contrary, to the extent Seller has incurred losses or damages the maximum liability of SecondMarket for such losses or damages shall be limited in amount to the Commissions received by SecondMarket and (ii) with respect to breaches of any Purchase Agreement absent willful misconduct or gross negligence by SecondMarket, Seller agrees that, notwithstanding anything herein to the contrary, to the extent Seller has incurred losses or damages the maximum liability of SecondMarket for such losses or damages shall be limited in amount to the applicable Total Purchase Price (as defined on the applicable Purchase Agreement). Except as set forth in Section 7, Seller shall have no liability arising from any agreement entered into between SecondMarket and any third-party purchaser of the Assets, and SecondMarket shall not, without the prior written consent of the Seller, make any representations or warranties on behalf of Seller with respect thereto.

SECTION 10. Ownership of Transaction Data. Seller acknowledges and agrees that SecondMarket owns all of the data, except publicly available data, developed by SecondMarket arising out of the services provided by SecondMarket pursuant to this Agreement and all rights therein.

SECTION 11. Other Representations. Seller acknowledges that SecondMarket may provide services to clients that are transacting with regard to the same or similar Assets as Seller, and acknowledges that such representation shall not be deemed a conflict of interest or a breach of any implied warranty or obligation.

SECTION 12. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by facsimile (upon confirmation of receipt), or seventy-two (72) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the Party to be notified at such Party's address as follows:

Seller

LandAmerica 1031 Exchange Services, Inc.
5600 Cox Road
Glen Allen, VA 23060
Attn: Jonathan A. Mitchell, Chief Restructuring Officer
Telephone: (212) 561-4060
Facsimile: (212) 948-4060
Email: jmitchell@zolfocooper.com

with copies to:

Paul V. Shalhoub, Esq.
Rachel C. Strickland, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Telephone: (212) 728-8544
Facsimile: (212) 728-9544
Email: pshalhoub@willkie.com
rstrickland@willkie.com

and

Dion W. Hayes, Esq.
McGuireWoods LLP
One James Center
901 East Cary Street
Telephone: (804) 775-1144
Facsimile: (804) 698-2078
Email: dhayes@mcguirewoods.com

and

Charles R. Gibbs, Esq.
Akin Gump Strauss Hauer & Feld LLP
1700 Pacific Avenue
Suite 4100
Dallas, TX 75201-4675
Telephone: (214) 696-4710
Facsimile: (214) 969-4343
Email: cgibbs@akingump.com

SecondMarket

SecondMarket, Inc.
26 Broadway, Suite 1200
New York, New York 10004
Attn: John-Paul Teutonico
Telephone: (212) 668-5922
Facsimile: (917) 591-9515
Email: jpteutonico@secondmarket.com

SECTION 13. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors, heirs, personal representatives, and permitted assigns, including any trustee(s) that may be appointed in the Bankruptcy Case under a chapter 11 plan or otherwise.

SECTION 14. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms

and provisions of this Agreement shall not in any way be affected or impaired hereby and the Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

SECTION 15. Entire Agreement. This Agreement represents the entire agreement of the Parties hereto with respect to the matters contemplated hereby, and there are no written or oral representations, warranties, understandings or agreements with respect hereto except as expressly set forth herein.

SECTION 16. Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by each Party or, in the case of a waiver, by the Party against whom enforcement of any such waiver is sought.

SECTION 17. Further Assurances. Each of SecondMarket and Seller hereby agrees and provides further assurances that it will, in the future, execute and deliver any and all further agreements, certificates, instruments and documents and do and perform or cause to be done and performed, all acts and things as may be reasonably necessary or appropriate to carry out the intent and accomplish the purposes of this Agreement.


SECTION 18. Governing Law, Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws 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 submits to the jurisdiction of the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be binding, and shall be conducted in the English language in the City of New York, New York, in accordance with the United States Arbitration Act. There shall be three arbitrators, named in accordance with such rules, and the judgment in arbitration may be entered in the Bankruptcy Court and each Party hereto waives any objection which such Party may now or hereafter have to the laying of such venue and irrevocably subjects to the jurisdiction of any such court. The award of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law. The arbitrator's fees shall be shared equally by the Parties to such arbitration and each Party shall bear its own costs and attorney's fees in respect of such arbitration, unless the arbitrator elects to cause the Party not prevailing in the proceeding to award to the prevailing Party all or a portion of its attorney's fees and costs. The arbitrator shall not have the power to alter, amend or otherwise affect the terms of this arbitration provision or the provisions of this Agreement.

SECTION 19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, a duly authorized representative of each of the Parties hereto has duly executed this Agreement as of the date first above-written.

LANDAMERICA 1031 EXCHANGE SERVICES, INC.

By: 
Name: *Ronald B. Ramos*
Title: *Treasurer*

SECONDMARKET, INC.

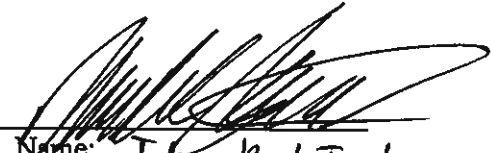
By: 
Name: *John-Paul Testanico*
Title: *Chief Administrative Officer*

Exhibit A

Assets

Issuer and Address	Series	CUSIP	Face Value
			\$
			\$
			\$
			\$

Exhibit B

Form of Purchase Agreement

EXECUTION VERSION

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), dated as of [DATE] is by and between LandAmerica 1031 Exchange Services, Inc. (the "Seller") and SecondMarket, Inc. (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is selling the security or securities as set forth on Exhibit A (the "Security" or "Securities");

WHEREAS, the Seller has filed a petition in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), being jointly administered under case number 08-35994 with other affiliated debtors (the "Bankruptcy Case"), seeking relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, the Depository Trust Company ("DTC"), New York, NY, acts as securities depository for the Securities, which are held in book entry form represented by the CUSIP numbers set forth on Exhibit A;

WHEREAS, the Seller and the Buyer are party to that certain Brokerage Services Agreement, dated as of [_____], 2009 (the "Brokerage Agreement");

WHEREAS, the parties hereto desire that the Seller sells, transfers, conveys and assigns to the Buyer, and that the Buyer purchases and acquires from the Seller, the Securities and any and all rights and benefits incident to the ownership thereof (including without limitation, any auction bidding rights pertaining to the Securities) with respect to the rights to receive payment of principal and interest with respect to such Securities (the "Purchased Assets") (it being acknowledged and agreed that the Purchased Assets shall not include, and Seller shall retain, the Excluded Claims (as defined below)).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Sale and Purchase of Securities; Closing.

1.1 Sale and Purchase. The Buyer shall purchase from the Seller, and the Seller shall transfer to the Buyer, the Purchased Assets for and in consideration of the sum of \$[xxxxx.xx] (the "[Total]Purchase Price") [plus accrued interest of \$[xxxxx.xx] (the "Total Purchase Price")] paid by the Buyer to the Seller subject to the terms and conditions of this Agreement, payable by means of the DTC system.

1.2 Closing. The transfer of the Purchased Assets pursuant to this Agreement (the "Closing") shall occur simultaneously with the delivery to the Seller of the consideration described in Section 1.1 above (the "Transaction"). The Seller agrees to instruct Seller's broker to arrange for a delivery versus payment ("DVP") delivery by means of the DTC system. Notwithstanding the foregoing, the Seller acknowledges that the Buyer is acting as riskless principal with regard to the Transaction and the Buyer understands that as a condition precedent

to the Closing, a third party must purchase the Purchased Assets from the Buyer. Should such third party fail to purchase the Purchased Assets from the Buyer within the time period set forth in Section 3.3 of the Brokerage Agreement, this Agreement and the Transaction shall be terminated without any further action by any party, the Securities shall be returned to the Seller, and neither the Buyer nor the Seller shall have any liability to the other in respect of the Transaction or its termination. The Buyer hereby agrees that the sale to any such third party shall be consummated for the Total Purchase Price plus the Commission (as defined in the Brokerage Agreement).

1.3 Excluded Claims. It is acknowledged and agreed that the Purchased Assets shall not include, and the Seller shall retain, all claims, demands, suits, actions or causes of action of any kind or nature, whether known or unknown, absolute or contingent, presently existing or hereafter discovered, in any way pertaining to or arising out of the Purchased Assets that may be brought by the Seller, any successor to the Seller or any Person acting on behalf of the Seller or any successor to the Seller, against or involving any third party, including the issuer of the Securities other than with respect to the rights granted herein, including the right to receive principal, interest and auction bidding rights on the Securities (the "Excluded Claims").

SECTION 2. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller, as of the date hereof, as follows:

2.1 Organization; Authority. The Buyer is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder, and the execution, delivery and performance by the Buyer of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Buyer. This Agreement, when executed and delivered by the Buyer, will constitute a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

2.2 Investment Experience; Access to Information. The Buyer (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Purchased Assets, including, without limitation, a lack of liquidity, pricing availability and risks associated with the industry in which the Issuer operates, (d) has had the opportunity to review the prospectus and related disclosure regarding the Issuer, its business, its financial condition and its prospects as the Buyer has determined to be necessary in connection with the purchase of the

Purchased Assets, and (e) has had an opportunity to ask such questions and make such inquiries concerning the Issuer, its business, its financial condition and its prospects as the Buyer has deemed appropriate in connection with such purchase and to receive satisfactory answers to such questions and inquiries.

2.3 Buyer Status. At the time the Buyer was offered the Securities, it was, and at the date hereof it is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933. The Buyer is registered as a broker-dealer under Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

2.4 No Conflicts; Advice. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Buyer is a party. The Buyer has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities.

2.5 Non-Public Information. The Buyer is not purchasing the Purchased Assets “on the basis of” (as defined in Rule 10b5-1 of the Exchange Act) any material, non-public information about the Securities or the Issuer.

SECTION 3. Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer, as of the date hereof, as follows:

3.1 Organization; Authority. The Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder, and the execution, delivery and performance by the Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of such Seller and a final order of the Bankruptcy Court. This Agreement, when executed and delivered by the Seller, will constitute a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors’ rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

3.2 Title to the Purchased Assets. The Seller is the lawful owner of the Purchased Assets with good and marketable title thereto, and the Seller has the right to sell, assign, convey, transfer and deliver the Purchased Assets, all of which rights and benefits are transferable by the Seller to the Buyer pursuant to this Agreement, free and clear of all the following of any nature whatsoever: security interests, liens, pledges, claims (pending or

threatened), charges, escrows, encumbrances, lock-up arrangements, options, rights of first offer or refusal, community property rights, mortgages, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral and whether or not relating in any way to credit or the borrowing of money.

3.3 Non-Public Information. The Seller is not selling the Purchased Assets “on the basis of” (as defined in Rule 10b5-1 of the Exchange Act) any material, non-public information about the Securities or the Issuer.

3.4 No Conflicts; Advice. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Seller is a party. The Seller has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its sale of the Purchased Assets.

3.5 Disclaimer of Warranties. Notwithstanding anything contained in this Agreement, Buyer acknowledges that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given in Section 3 of this Agreement, and it is understood that, except for the representations and warranties contained herein, Buyer takes the Purchased Assets “as is” and “where is.” Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Section 3, the Seller hereby expressly disclaims and negates any representation or warranty, expressed or implied, at the common law, by statute, or otherwise, relating to the condition of the Purchased Assets.

SECTION 4. Survival of Representations and Warranties. All representations and warranties of the Buyer and the Seller shall survive the Closing hereunder. The Buyer and the Seller may each rely upon this Agreement for the purpose of assuring its compliance with applicable law.

SECTION 5. Indemnification. Each party hereto shall indemnify, defend and hold harmless, the other party (and its respective affiliates, directors, officers, employees, successors and assigns, including any trustee(s) that may be appointed in the Bankruptcy Case under a chapter 11 plan or otherwise) from and against any and all losses, claims, damages, liabilities and expenses based upon, arising out of or otherwise in respect of the other party’s willful misconduct or gross negligence or, any inaccuracy in, or any breach of, the representations or warranties of such party and the covenants or agreements made by such party in this Agreement.

SECTION 6. Limitation of Liability. Subject to Section 5, Buyer shall have no liability arising from this Agreement other than with respect to any breach by the Buyer of any representation, warranty or obligation under this Agreement and/or the willful misconduct or gross negligence of the Buyer in respect of this Agreement or any Transaction; provided, however, with respect to breaches of this Agreement absent willful misconduct or gross negligence by the Buyer, Seller agrees that, notwithstanding anything herein to the contrary, to the extent Seller has incurred losses or damages the maximum liability of Buyer for such losses or damages shall be limited in amount to the Total Purchase Price. Seller shall have no liability arising from any agreement entered into between Buyer and any third party purchaser of the Purchased Assets, and Buyer shall not, without the prior written consent of the Seller, make any representations or warranties on behalf of Seller with respect thereto.

SECTION 7. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by facsimile (upon confirmation of receipt), or 72 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth below.

Seller

LandAmerica 1031 Exchange Services, Inc.
5600 Cox Road
Glen Allen, VA 23060
Attn: Jonathan A. Mitchell, Chief Restructuring Officer
Telephone: (212) 561-4060
Facsimile: (212) 948-4060
Email: jmittell@zolfocooper.com

with copies to:

Paul V. Shalhoub, Esq.
Rachel C. Strickland, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Telephone: (212) 728-8544
Facsimile: (212) 728-9544
Email: pshalhoub@willkie.com
rstrickland@willkie.com

and

Dion W. Hayes, Esq.
McGuireWoods LLP
One James Center
901 East Cary Street
Telephone: (804) 775-1144

Facsimile: (804) 698-2078
Email: dhayes@mcguirewoods.com

and

Charles R. Gibbs, Esq.
Akin Gump Strauss Hauer & Feld LLP
1700 Pacific Avenue
Suite 4100
Dallas, TX 75201-4675
Telephone: (214) 696-4710
Facsimile: (214) 969-4343
Email: cgibbs@akingump.com

Buyer

SecondMarket, Inc.
26 Broadway, 12th Floor
New York, NY 10004
Attn: John-Paul Teutonico
Chief Administrative Officer
Fax: (917) 591-9515

SECTION 8. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns, including any trustee(s) that may be appointed in the Bankruptcy Case under a chapter 11 plan or otherwise.

SECTION 9. Counterparts. This Agreement may be executed via facsimile in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 10. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired hereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

SECTION 11. Entire Agreement. This Agreement and the Brokerage Agreement represents the entire agreement of the parties hereto with respect to the matters contemplated hereby and thereby, and there are no written or oral representations, warranties, understandings or agreements with respect hereto except as expressly set forth herein and therein.

SECTION 12. Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by each party or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought.

SECTION 13. Further Assurances. Each of the Buyer and the Seller hereby agrees and provides further assurances that it will, in the future, execute and deliver any and all further agreements, certificates, instruments and documents and do and perform or cause to be done and performed, all acts and things as may be necessary or appropriate to carry out the intent and accomplish the purposes of this Agreement.

SECTION 14. Governing Law, Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws 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 submits to the jurisdiction of the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be binding, and shall be conducted in the English language in the City of New York, New York, in accordance with the United States Arbitration Act. There shall be three arbitrators, named in accordance with such rules, and the judgment in arbitration may be entered in the Bankruptcy Court and each party hereto waives any objection which such party may now or hereafter have to the laying of such venue and irrevocably subjects to the jurisdiction of any such court. The award of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law. The arbitrator's fees shall be shared equally by the parties to such arbitration and each party shall bear its own costs and attorney's fees in respect of such arbitration, unless the arbitrator elects to cause the party not prevailing in the proceeding to award to the prevailing party all or a portion of its attorney's fees and costs. The arbitrator shall not have the power to alter, amend or otherwise affect the terms of this arbitration provision or the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above-written.

LANDAMERICA 1031 EXCHANGE SERVICES, INC.

By: _____

Name:

Title:

SECONDMARKET, INC.

By: _____

Name: John-Paul Teutonico

Title: Chief Administrative Officer

Exhibit A

The Securities

Issuer and Address	Series	CUSIP	Face Value
			\$
			\$

Exhibit C

Representations and Warranties

1.1 Organization; Authority. The Buyer, if not a natural person, is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder, and the execution, delivery and performance by the Buyer of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Buyer. This Agreement, when executed and delivered by the Buyer, will constitute a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

1.2 Investment Experience; Access to Information. The Buyer (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Securities, including, without limitation, a lack of liquidity, pricing availability and risks associated with the industry in which the Issuer operates, (d) has had the opportunity to review the prospectus and related disclosure regarding the Issuer, its business, its financial condition and its prospects as the Buyer has determined to be necessary in connection with the purchase of the Securities, and (e) has had an opportunity to ask such questions and make such inquiries concerning the Issuer, its business, its financial condition and its prospects as the Buyer has deemed appropriate in connection with such purchase and to receive satisfactory answers to such questions and inquiries.

1.3 Buyer Status. At the time the Buyer was offered the Securities, it was, and at the date hereof it is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act. The Buyer (i) is acquiring the Securities solely for investment with no present intention to distribute any of the Securities to any person and (ii) will not sell or otherwise dispose of any of the Securities, except in compliance with the registration requirements or exemption provisions of the Securities Act and any other applicable securities laws.

1.4 No Conflicts; Advice. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Buyer is a party. The Buyer has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities.

1.5 Non-Public Information. The Buyer is not purchasing the Securities “on the basis of” (as defined in Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) any material, non-public information about the Securities or the Issuer.

1.6 Securities Laws. The Buyer understands that the Securities have not been registered under the Securities Act, nor qualified under any state securities laws, and that they have been offered and sold pursuant to an exemption from such registration and qualification based in part upon the representations contained in this Agreement. The Buyer understands that it must bear the economic risk of this investment indefinitely unless the Securities are registered pursuant to the Securities Act or an exemption from such registration is available, and unless the disposition of such Securities is qualified under applicable state securities laws or an exemption from such qualification is available. The Buyer further understands that there is no assurance that any exemption from the Securities Act will be available, or, if available, that such exemption will allow it to transfer any or all of the Securities, in the amounts, or at the time it might propose.

Exhibit D

Form of Offer Notice

Issuer	
Series	
CUSIP	
Face Value	
Proposed Purchase Price (including accrued interest, if applicable)	
Three highest bids	(1) (2) (3)