

Exhibit B

Administrative Services Agreement

MERCER

 MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

ADMINISTRATIVE SERVICES AGREEMENT

("Agreement")

Dated June ___ 2009

by and between

MERCER (US) INC.,

a Delaware corporation,
("Mercer")

and

LANDAMERICA FINANCIAL GROUP, INC.

("LandAmerica")

and

THE LANDAMERICA CASH BALANCE PLAN

("Plan")

WHEREAS, on November 26, 2008, LandAmerica filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court");

WHEREAS, LandAmerica sponsors the Plan, which is a defined benefit pension plan;

WHEREAS, LandAmerica has entered into a Settlement Agreement dated May 13, 2009 among LandAmerica, the Pension Benefit Guaranty Corporation ("PBGC"), and the Official Committee of Unsecured Creditors of LFG, in which LandAmerica and each of the parties thereto agreed, among other things, "to use reasonable best efforts to (a) effectuate a standard termination of the Cash Balance Plan 29 U.S.C. §1341(b). . . and (b) expedite all appropriate judicial, administrative, and other determinations with respect to [among other things] the termination of the Cash Balance Plan whether by standard termination 29 U.S.C. §1341(b) or by distress termination 29 U.S.C. §1341(c) or by PBGC-initiated termination under 29 U.S.C. §1342;"

WHEREAS, it is anticipated that, following confirmation of LandAmerica's plan of liquidation by the Bankruptcy Court, LandAmerica will be liquidated and dissolved;

WHEREAS, although LandAmerica desires to terminate the Plan by means of a standard termination, the Plan may continue to exist for a period of time after LandAmerica has been dissolved;

WHEREAS LandAmerica has applied to the Internal Revenue Service for a letter regarding the qualified status of the Plan and its Trust, and believes that such a determination letter will be issued shortly by the Internal Revenue Service;

WHEREAS, in anticipation of LandAmerica's dissolution, LandAmerica has sought to identify appropriate entities to serve as fiduciaries of the Plan, both prior to and after LandAmerica's dissolution;

WHEREAS, LandAmerica and/or the Plan may appoint a third party independent fiduciary to serve as the Plan's "administrator," within the meaning of section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1002(16) (the "Replacement Plan Administrator");

WHEREAS, it is anticipated that, as a result of the retention of a Replacement Plan Administrator, all fiduciary authority and fiduciary responsibility that previously attached to LandAmerica with respect to the Plan will be transferred to the Replacement Plan Administrator;

WHEREAS, it is anticipated that any Replacement Plan Administrator will have authority and direction to (i) amend the Plan as necessary to maintain the Plan's tax-qualified status; (ii) effect a standard termination of the Plan, if in the Replacement Plan Administrator's judgment the Plan's assets are sufficient to do so; and (iii) take any other action that the Plan's sponsor could take with respect to the Plan; and

WHEREAS, LandAmerica has determined to contract with Mercer to provide administrative services for the Plan in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. **SERVICES**

1.1. **Administrative Services.** This Agreement sets forth the general terms and conditions under which Mercer and its affiliates will provide administrative services (collectively the "Services") to the Plan Administrator and the Plan (collectively the "Clients") in connection with the benefit plans as listed in the Statement of Work ("SOW") attached as Schedule A. Clients and Mercer may be individually referred to herein as a "Party" or collectively as the "Parties."

1.1.1. *Plan Administrator.* For purposes of this Agreement, "Plan Administrator" shall mean LandAmerica, except that if a Replacement Plan Administrator has been retained, "Plan Administrator" shall mean the Replacement Plan Administrator.

1.1.2. *In-Scope Services.* The Services are those tasks and services designated as "in scope" in the SOW. Mercer shall provide and/or perform the Services and its other obligations under this Agreement in

accordance with the terms of this Agreement and the Procedures Manual. Plan Administrator shall perform any retained tasks and its other obligations hereunder in accordance with the terms of this Agreement and the Procedures Manual.

- 1.1.3. *Transition Plan.* Mercer and Plan Administrator will each allocate sufficient staff and resources to (i) promptly prepare, review, and approve (a) the initial draft (and any iterations thereof the Parties feel are necessary) of an implementation and transition plan ("Transition Plan") that describes in reasonable detail each Party's respective responsibilities in defining and performing tasks necessary to convert and transition the performance of the Services to Mercer, including any implementation Services described in the SOW, and (b) the applicable benefit plan provisions and related Services requirements that will form the basis for the Procedures Manual, and (ii) perform their respective tasks as described in the Transition Plan. Each approved version of the Transition Plan supercedes the then effective iteration of the Transition Plan and is incorporated by reference into this Agreement. The Parties will cooperate to resolve any written comments or objections to a proposed iteration of a Transition Plan and revise the Transition Plan accordingly. The commencement of ongoing Services will be delayed if the Parties do not perform their respective tasks as described in the Transition Plan. If the delay is caused by Mercer, the payment by Clients of ongoing fees under this Agreement will be delayed and will not commence until the delay is resolved. A delay caused by Clients will result in the ongoing fees being paid as originally scheduled, unless the Parties agree otherwise.
- 1.1.4. *Procedures Manual.* The Procedures Manual is prepared by Mercer (after consulting with Plan Administrator) and submitted to Plan Administrator for approval. Approved portions of the Procedures Manual are incorporated by reference into this Agreement. The Parties will cooperate to resolve any written comments or objections of Plan Administrator and revise the Procedures Manual accordingly. If Plan Administrator's comments or objections to any submitted portion(s) are not delivered to Mercer within thirty (30) business days of submission, the submitted portion(s) shall be deemed approved until the Parties agree otherwise. The Procedures Manual is approved upon signature by authorized representatives of each Party. Following the Parties' approval of the Procedures Manual applicable to the initial scope of Services, all subsequent amendments, updates and revisions shall follow this procedure and be documented via the Change Request procedures.
- 1.1.5. *Change Requests.* A Party may from time to time during the Term of this Agreement, request changes in the scope of the Services (a "Change Request"). Each Party will evaluate a Change Request proposed by another Party and notify the other Parties in writing as to the results of such evaluation (the "Change Proposal") as soon as reasonably feasible following receipt of the Change Request. The Change Proposal will include a description of the additional or

modified services, the responsibilities of Mercer and Plan Administrator with respect to such services, a schedule for implementation of such services, and any associated fees or charges. The services that are the subject of the Change Proposal become Services upon execution or approval of a Change Proposal upon signature by authorized representatives of each Party. Each Party's obligations with respect to such Services commence upon such execution or approval or as otherwise set forth in the applicable Change Proposal. The following events, among others, are subject to the Change Request procedures and may result in adjusted fees as set forth in the applicable Change Request documentation: (1) any material change in the terms of a Plan; (2) any material change in the assumptions in a SOW; or (3) any legislative or regulatory change that impacts the Services or other obligation of Mercer under this Agreement.

2. EXCHANGE OF DATA AND PROVISION OF SERVICES

2.1. Provision of Plan and Covered Persons Data to Mercer.

2.1.1. *Provision of Data.* Plan Administrator will provide to Mercer and cause any authorized third-party (including, but not limited to, a payroll vendor, trustee, custodian, consultant, or actuary) to provide to Mercer such data, documentation and information related to the Services, the Plans and the employees, participants, distributees, beneficiaries, and alternate payees (each as applicable) covered under the Plans and this Agreement ("Covered Persons") as is necessary to permit the Services to be provided by Mercer, or as otherwise may be reasonably requested by Mercer (collectively, the "Data"). Plan Administrator agrees that all Data will be submitted to Mercer in a format (whether electronic or otherwise) and on a schedule acceptable to Mercer and set forth in the Procedures Manual. Plan Administrator understands and agrees that to the extent Plan Administrator or such other applicable entity cannot or will not provide such information in such format and on such schedule, Mercer may (i) require Plan Administrator to provide (or cause Mercer to be provided) the necessary information; (ii) be unable to provide some or all of the Services, or to do so on a timely basis, with respect to the respective Plan; (iii) require the Plan to pay additional fees for services resulting from deviation from Mercer's customary standards, the SOW and/or the Procedures Manual; or (iv) any or all of clauses (i), (ii) or (iii).

2.1.2. *Reliance on Data.* Mercer may rely on the accuracy of Data received and Mercer does not accept responsibility for errors in the Services that result from erroneous Data so received. Plan Administrator agrees that Mercer will use all Data without having independently verified its accuracy or completeness. If any Data supplied to Mercer at any time is incomplete, inaccurate or not up-to-date, its provision is unreasonably delayed, or if adequate access as described in Section 8.1 is not provided, then Mercer will not be responsible for any delays or liability arising therefrom. Any resulting additional work required to

complete, refresh or otherwise correct the Data will be subject to the Change Request procedures, and if agreement is not reached on the terms of a Change Request, Mercer may charge the Plan for such additional services at its then current standard billing rates.

2.2. Provision of Plan and Covered Persons Data by Mercer. From time to time, Clients may employ other service providers under separate arrangements ("Other Providers"), which may include affiliates of Mercer subject to Section 1.2, and may direct Mercer to make Data available to such Other Providers and provide related assistance in order for such Other Providers to provide services to, or on behalf of, Clients ("Other Provider Services"). Each Client acknowledges that (i) such Other Provider Services are the sole responsibility of the Other Provider; (ii) each Client has made its own determination to retain such Other Providers, is solely responsible for such decision, and has not relied on the advice of Mercer in making such decision; and (iii) Mercer has not reviewed Other Provider Services and does not warrant that they are accurate, complete or timely. In using Other Provider Services as contemplated hereunder, each Client acknowledges that, where providing Data to an Other Provider is a Service and absent Mercer's provision of inaccurate or incomplete Data where such inaccuracy or incompleteness is caused by Mercer, (i) Mercer will not be liable for any damages or losses resulting from the use of Other Provider Services, (ii) Client will look to its agreement with the Other Service Provider(s) for any remedies for such damages or losses, and (iii) regardless of any agreement whereby Client directs Mercer to interact with Other Service Provider(s), Client will not be relieved of its responsibility to Mercer hereunder.

2.3. Record Retention. Mercer may retain the Data in electronic format. Each Client also acknowledges that Mercer may store Data received in written form (including but not limited to forms, letters, legal documents and other written correspondence) from Clients, Covered Persons, or other third parties, through a process of electronic imaging without retaining the original paper copy of such documents. Each Client acknowledges that Mercer does not image or otherwise retain copies of written benefit calculations or written confirmations of transactions but retains the component Data in electronic format. Mercer will provide to the Plan Administrator or its designee any and all Data retained by Mercer as of the termination or expiration of this Agreement in Mercer's then standard format, and thereafter will have no obligation to maintain such Data.

3. PROPRIETARY RIGHTS

3.1. Ownership and License Rights.

3.1.1. Plan Administrator Intellectual Property. As between Clients and Mercer, Plan Administrator retains all right, title and interest, including all Intellectual Property, in and to all Plan Administrator Information made available by or on behalf of Plan Administrator pursuant to the terms of this Section 3 for access and use by Mercer, its affiliates and subcontractors to perform the Services.

3.1.2. Mercer Intellectual Property. As between Clients and Mercer, Mercer retains all right, title and interest, including all Intellectual Property, in

and to all Mercer Information made available by or on behalf of Mercer pursuant to the terms of this Section 3 for access and use by Clients and the Covered Persons to receive the Services.

3.1.3. License to Clients. Subject to Clients' payment of the fees under this Agreement, Mercer grants Clients a non-exclusive, non-transferable, non-sublicenseable, royalty-free right and license during the Term to access and use the Mercer Information made available by Mercer to Clients for Clients' use solely to receive the Services. The foregoing right and license may be subject to additional restrictions specific to Mercer's suppliers and the Mercer third-party software and materials, provided that Mercer has made Client aware of such restrictions.

3.1.4. License to Mercer. Plan Administrator grants Mercer, its affiliates and subcontractors a non-exclusive, non-transferable, non-sublicenseable, right and license during the Term to access and use the Plan Administrator Information made available by Plan Administrator to Mercer in connection with the performance of the Services.

3.2. Reports. Mercer will own the Intellectual Property in the report formats and designs, provided that Plan Administrator will have a non-exclusive, non-transferable, non-sublicenseable, limited right and license during the Term to use such report formats and designs for its internal purposes.

3.3. Use of General Knowledge or Skill; Residuals. Nothing in this Agreement affects any Party's right to make use of its general knowledge, know-how (including processes, ideas, concepts and techniques developed in the course of performing the Services hereunder) and skills acquired or developed in the course of this Agreement.

3.4. Intellectual Property Generally. This Agreement does not grant or otherwise give any Party ownership in or any other right, title or interest to use any of another Party's Intellectual Property, except as explicitly described herein.

4. ROLE OF MERCER AS SERVICE PROVIDER

4.1. Non-Fiduciary Status. Notwithstanding anything to the contrary contained herein, each Client expressly acknowledges that with respect to the provision of the Services neither Mercer nor any of its affiliates or subcontractors is the "administrator" as defined in Section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, or under any applicable law, nor, with respect to the provision of the Services, is Mercer nor any of its affiliates or subcontractors a "fiduciary" within the meaning of ERISA Section 3(21), or under any applicable law in providing Services under this Agreement. Clients shall not request or otherwise require Mercer or any of its affiliates or subcontractors to act as such. Client acknowledges that Mercer is not responsible under this Agreement for investment of Plan assets, which responsibility has been contractually assumed by Mercer Global Investments, Inc. ("MGI") in accordance with MGI's contract with the Clients, including, but not limited to, the appointment of any investment managers with control over Plan assets, the designation of investment alternatives in any individual account plan and the selection and

retention of any insurance carriers or similar benefit providers having custody of, or control over, assets of any Plan. Mercer has no discretionary control respecting management of any Plan or management or disposition of any Plan assets. Mercer has no discretionary authority or discretionary responsibility in the administration of the Plans and Mercer is acting at all times as a ministerial administrative service provider. Notwithstanding the foregoing, Mercer acknowledges that one or more of its affiliates may act in a fiduciary capacity under one or more separate agreements between the Client(s) (or their designee(s)) and such Mercer affiliate(s), including, if applicable, the agreements described in Section 1.2.

4.2. Direction. In performing the Services, Mercer acts at the direction of Plan Administrator or its designee.

4.2.1. Manner. Plan Administrator shall provide direction in a manner reasonably requested by Mercer and any such direction will be effective, whether provided verbally or in writing (including email) by a person known to Mercer and that Mercer reasonably believes to be authorized to act on behalf of Plan Administrator or its designee. Clients agree that all specific administrative services and procedures to be followed by Mercer as set forth in the SOW(s), Procedures Manual or any other document approved by the Parties will constitute directions by Plan Administrator to Mercer.

4.2.2. Absence of Express Approval. Any transaction request that Plan Administrator directs Mercer to accept and process directly from Covered Persons, in accordance with procedures mutually agreed upon, will be deemed to be approved by Plan Administrator as if Plan Administrator had expressly approved each such transaction. Plan Administrator specifically intends that Mercer will have no discretionary authority with respect to such transactions and acknowledges that Mercer's review of any supporting documentation accompanying the transaction request shall be limited solely to confirming it has been provided in accordance with the procedure and shall not extend to a substantive review of such supporting documentation for completeness, accuracy or content.

4.3. Compliance with Law.

4.3.1. Mercer. Mercer will comply in all material respects with the laws applicable to Mercer's business and operations, including its qualifications and ability to conduct business and to provide the Services.

4.3.2. Plan Administrator. Each Client acknowledges and agrees that Plan Administrator is responsible for the continued compliance of the Plans with any and all applicable laws. Plan Administrator is also solely responsible for amending the Plans, if and to the extent necessary, to maintain the continued compliance of the Plans with any and all applicable law. Plan Administrator will deliver copies of any Plan amendments to Mercer. Mercer will have no obligation or responsibility to concur with or consent to any such Plan amendments. If a Plan amendment affects the Services or Mercer's

rights, duties, or responsibilities, any resulting change to the Services or this Agreement will be documented via the Change Request procedures or an amendment to this Agreement before it will be effective. Plan Administrator is responsible for maintaining the tax-qualified status of each Plan and any associated trust under applicable law, and Mercer will have no responsibility for Plan disqualification resulting from operation of a Plan in accordance with this Agreement and the terms of the Plan, including the direction of Plan Administrator. Plan Administrator is responsible for determining the appropriate steps needed to correct any defect of any Plan document, or any operational or demographic failure, that adversely affects the qualification of a Plan.

4.3.3. *Changes in Law.* Mercer's team leader will notify promptly Plan Administrator of any changes in applicable laws, including ERISA and the Internal Revenue Code, of which he or she becomes aware that may impact the Services, the Plans or this Agreement. Legislative changes that impact Mercer's client base for the affected Services generally and require base system changes or updates in order to remain in compliance are provided at no additional charge. Other changes and configuration and implementation for Plan-specific applications may require an additional fee. Any resulting changes to the Services or this Agreement shall be subject to the Change Request process, and any associated fees will be assessed in allocable proportion across similarly impacted Mercer outsourcing clients or as otherwise stated in the applicable Change Request documentation.

5. COMPENSATION AND FEES

- 5.1. **Timely Payment of Fees.** Clients shall pay (or cause to be paid), from Plan assets to the extent appropriate, the amounts payable to Mercer hereunder within thirty (30) days following the date of receipt of invoices submitted by Mercer unless stated otherwise in the Schedule of Fees attached as Schedule B. Any invoice amount that remains unpaid after thirty (30) days will accrue interest at the rate of six percent (6%) per annum until paid in full. Notwithstanding the foregoing, any fees that are the subject of good faith dispute may remain unpaid, without accruing interest, until such dispute is resolved, provided that Mercer and Clients use their respective commercially reasonable efforts to resolve all disputes within thirty (30) days from the date of the invoice of such disputed bill, and provided further that such withheld amount, in the aggregate at any one time, does not exceed two months' ongoing fees.
- 5.2. **Taxes.** Plan Administrator shall be responsible for the payment of any sales or value added taxes applicable to, or resulting from, any transaction under this Agreement or the provision of Services, but shall have no obligation with respect to taxes based on Mercer's income.

6. INDEMNIFICATION; LIMITATION ON LIABILITY

- 6.1. **Limitation on Liability.** If a Client, Plan Administrator, or a permitted successor or assign of a Client or Plan Administrator, or Plan Administrator

Claimant as defined in Schedule 1 hereto, or Covered Person (each a "Plan Administrator Indemnitee") suffer Losses (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, ERISA or otherwise) caused by the acts or omissions of Mercer, Mercer will be liable to Plan Administrator Indemnitees for Losses incurred by Plan Administrator Indemnitees up to an amount, in aggregate, equal to the one million five hundred thousand dollars (\$1,500,000).

- 6.2. Exclusions to Limitations.** The limitation on liability set forth in Section 6.1 is not applicable to (i) claims subject to indemnification by Mercer under Sections 6.4.1 through 6.4.4, or (ii) Losses to the extent arising from Mercer's gross negligence, fraud or willful misconduct.
- 6.3. Consequential or Punitive Damages.** In no event will a Party be liable to another Party for incidental, consequential, punitive or special damages² (including loss of profits, data, business or goodwill) caused by its acts or omissions under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, violation of ERISA or otherwise, and even if such Party is advised of the likelihood of such damages.
- 6.4. Indemnity by Mercer.** Mercer will indemnify and hold each Plan Administrator Indemnitee harmless from and against any and all Actions and Losses that the Plan Administrator Indemnitees may incur based upon or resulting from the following:

 - 6.4.1.** Infringement of any applicable Intellectual Property by (i) Mercer's and/or its affiliates' or subcontractors' use of any Mercer Information in the performance of the Services, or (ii) a Plan Administrator Indemnitee's use of Mercer Information provided in connection with its receipt of the Services (such use as authorized by Mercer);
 - 6.4.2.** Bodily injuries, death or damage to tangible personal or real property, caused by the negligence or willful misconduct of Mercer, its employees, affiliates, or subcontractors, provided that Mercer will have no obligation under this subsection 6.4.2 to the extent the same arise out of or in connection with the negligence or willful misconduct of the Plan Administrator Indemnitee;
 - 6.4.3.** Taxes assessed or claimed against the Plan Administrator Indemnitee that are obligations of Mercer under this Agreement;
 - 6.4.4.** Mercer's breach of the confidentiality provisions of this Agreement;
 - 6.4.5.** Subject to Sections 6.1 and 6.5.5, amounts incurred on account of negligent acts or omissions related to the Services or breaches by Mercer of any of its representations, warranties or covenants in this Agreement not addressed in Sections 6.4.1 through 6.4.4, provided that Actions or Losses suffered by Plan Administrator or Plan Administrator Claimants shall be included with Actions and Losses incurred by Plan Administrator Indemnitee for purposes of the limitation on liability contained in Section 6.1; and
 - 6.4.6.** Losses to the extent arising from Mercer's gross negligence, fraud or willful misconduct.

6.5. Indemnity by LandAmerica. Any indemnification or other claim made hereunder against LandAmerica shall not be payable until approved and allowed as an administrative expense claim by the Bankruptcy Court, in accordance with the requirements of Section 503 of the Bankruptcy Code. LandAmerica will indemnify and hold Mercer, its affiliates, subcontractors and their successors and assigns (each a "Mercer Indemnitee") harmless from and against any and all Actions and Losses, based upon or resulting from the following:

6.5.1. Infringement of any applicable Intellectual Property by (i) Plan Administrator's provision of Plan Administrator Information in connection with the performance and receipt of the Services, or (ii) a Mercer Indemnitee's use of Plan Administrator Information provided in connection with the performance of the Services (such use as authorized by Plan Administrator);

6.5.2. Bodily injuries, death or damage to tangible personal or real property, including employees of Plan Administrator, caused by the negligence or willful misconduct of Plan Administrator or its employees and agents; provided that Plan Administrator will have no obligation under this subsection 6.5.2 to the extent the same arise out of or in connection with the negligence or willful misconduct of a Mercer Indemnitee;

6.5.3. Plan Administrator's breach of the confidentiality provisions of this Agreement;

6.5.4. Amounts actually incurred by Mercer as a result of Actions and Losses alleged by Plan Administrator Indemnitees or Plan Administrator Claimants (i) for which Mercer has no indemnification obligation under Section 6.4, or liability or (ii) amounts actually incurred by Mercer under Section 6.4.5 as a result of Actions and Losses suffered by Plan Administrator Indemnitees and Plan Administrator Claimants in excess of the limitation on liability described in Section 6.1; and

6.5.5. Negligent acts or omissions of Plan Administrator related to the Services or breaches by Plan Administrator of any of its representations, warranties or covenants in this Agreement not addressed in Sections 6.5.1 through 6.5.4.

6.6. Litigation with Third Parties. If (i) a regulatory investigation is begun, a demand is asserted or a litigation proceeding (each, an "Action") is commenced by a governmental entity or by a Covered Person under any of the Plans or by any person claiming a representative capacity with respect to a Covered Person under any of the Plans, and (ii) the Plans (or any of them), Plan Administrator and/or Plan Administrator Indemnitee is, or is threatened to be, a defendant or respondent in such Action, then Plan Administrator shall undertake the defense of all parties, including Mercer Indemnitees if made a party to such Action, in such Action at Plan Administrator's sole cost and expense, unless such claims or threats are subject to reimbursement via the indemnification provisions of Section 6.4. Mercer Indemnitees and Plan Administrator Indemnitees shall cooperate with each other and with the

counsel selected by Plan Administrator to assist in the defense of the Action, which cooperation shall include, but shall not be limited to, making Mercer Indemnitees, Plan Administrator Indemnitees and other Mercer and Plan Administrator personnel available for interview and deposition, reviewing and providing to each other records and facts as appropriate to the nature of the Action. Plan Administrator and Mercer shall reimburse each other's Indemnitees for their actually incurred out-of-pocket costs for travel, telephone and similar incremental costs necessitated by the Action. Mercer shall be responsible for paying its separate legal counsel or other advisors, unless it retains such counsel or advisor because a conflict of interest exists for the Plan Administrator counsel or advisor that renders such counsel or advisor unable to represent or advise Mercer with respect to the Action. Plan Administrator shall periodically (but no less often than quarterly) report to Mercer on the status of the defense of the Action and shall consult with Mercer as to the conduct of the defense. In any litigation brought by a participant in any of the Plans as a claim for benefits due under Section 502(a)(1)(B) of ERISA that results in a payment to the claimant as a benefit due under the written terms of the Plan, the Plan shall make such payment without regard to any claim for indemnification. In any Action in which a Mercer Indemnitee is a defendant or respondent and Plan Administrator is not obligated by the provisions of this Section 6.6 to otherwise defend such Action, Mercer shall defend such Action at its own cost and expense, subject to reimbursement by Plan Administrator of all amounts payable in connection with resolving such Action if the indemnification provisions of Section 6.5 would otherwise apply.

No settlement of an Action that involves a remedy other than the payment of money by the indemnifying Party shall be entered into without the consent of the indemnified Party(ies). The indemnified Party(ies) may assume full defense of any Actions at any time if such indemnified Party(ies) acknowledges and agrees that the indemnifying Party shall have no obligation to provide indemnification with respect thereto.

- 6.7. Infringement Actions.** In the event an injunction is obtained against a Party's access or use of another Party's Information (Plan Administrator Information or Mercer Information as the case may be) based on the infringement of Intellectual Property, or if in another Party's opinion a claim of infringement is likely to prevail, the Party that owns such Information shall, at its option and expense, either (i) procure for the other Party(ies) the right to continue to use the Information, or (ii) replace or modify the Information so that the intended access or use is no longer infringing, provided that the replacement or modifications will not materially and adversely lessen the utility of the Information as it relates to this Agreement or (iii), provide reasonable work-arounds so that the functionality provided by such Information can be achieved by some other means; or, if none of (i), (ii) or (iii) are practicable, terminate access to and use of such Information.
- 6.8. Savings Clause.** Notwithstanding anything in this Agreement to the contrary, Mercer's failure to perform the Services or its other obligations under this Agreement shall be excused, and Mercer shall not be liable for any resulting Losses, to the extent that such failure or Losses are attributable to (i) Mercer

compliance with a direction given by Plan Administrator or its designee under Section 4.2 or (ii) LandAmerica's failure to perform its responsibilities under this Agreement.

- 6.9. Acknowledgment.** The Parties each acknowledge that the limitations and exclusions set forth in this Agreement have been the subject of active and complete negotiations between the Parties and represent the Parties' agreement based upon the level of risk to each of the Parties associated with their respective obligations under this Agreement and the payments made to Mercer pursuant to this Agreement.
- 6.10. Mitigation Efforts.** The Parties agree to use commercially reasonable efforts to mitigate their own, as well as each other's, liability, damages, and other Losses suffered in connection with this Agreement, including where any liability, damages or Losses can be mitigated by lawfully pursuing recovery from Covered Persons, other Service users or other third parties, and each of the Parties will conduct or permit diligent efforts to so recover.

7. TERM AND TERMINATION

- 7.1. Initial Term, Renewals and Termination.** This Agreement will be effective as of the Effective Date and shall terminate one year after the date Mercer makes available transaction and/or informational services to participants (the Term), unless terminated earlier as provided for in this Section 7 (the "Term"). Thereafter, this Agreement shall automatically renew for an unlimited number of one-year periods unless a Party provides written notice to the other Parties at least 180 days prior to the end of the then current term.
- 7.2. Termination for Convenience.** Any Party may terminate this Agreement in its entirety for convenience any time after the first Term by giving the other Parties notice of the termination at least 180 days prior to the effective date of such termination. In the event of a termination for convenience by Client(s), Clients agree to pay Mercer any deferred implementation fees for which payment has not yet been made ("Termination Payment"). The Termination Payment will accrue at the time of the notice of termination of this Agreement, and will be due no later than thirty (30) days prior to the termination date specified in such notice. The Termination Payment is in addition to any outstanding fees that may have accrued or otherwise be outstanding at the time of the notice of termination or the effective date of termination.
- 7.3. Termination for Cause.**
- 7.3.1. On Account of Non-Performance.** Subject to Subsection 7.3.2, a Party may terminate this Agreement upon thirty (30) days written notice if another Party breaches a material obligation under this Agreement that impacts its ability to perform its obligations under this Agreement in a material way and such breach is not cured within such thirty (30) day period. If a default subject to this Section cannot reasonably be cured within such 30-day period, the time to cure the default shall extend for up to 120 days from the date on which the notice of default was received by the defaulting Party, but only if (i) the defaulting Party has provided to the affected Party(ies) a reasonable plan to cure such default, (ii) any reasonable objections to such plan suggested by the affected Party(ies) within fourteen (14) days of the defaulting Party's

delivery of such plan have been reasonably addressed by the defaulting Party, (iii) and the defaulting Party promptly commences to implement such plan. In the event the defaulting Party does not cure a default under this Section within the applicable cure period, unless otherwise agreed by the Parties, this Agreement shall terminate upon expiration of the applicable cure period. Each termination right under this Subsection 7.3.1 must be exercised within 180 days of such right becoming available to a non-defaulting Party(ies), or such termination right shall expire.

7.3.2. *On Account of Non-Payment.* If any undisputed invoice or parts thereof remain outstanding for longer than sixty (60) days from the due date, then Mercer can terminate this Agreement upon providing thirty (30) days written notice to Clients, unless payment in full is received by Mercer within such thirty (30) day period.

7.4. **Services After Termination.** The Parties will agree to a reasonable timetable following termination for the transfer of Data to LandAmerica or a successor service provider and the performance of the other deconversion Services described in the SOW, provided that LandAmerica is current in the payment of all amounts owing to Mercer. Additional deconversion Services are subject to the Change Request procedures.

7.5. **Plan Termination.** Notwithstanding any contrary provision in this Agreement, written notice to Mercer that Plan Administrator or Pension Benefit Guaranty Corporation intends to terminate the Plan as of a specified date shall be deemed sufficient to satisfy the Clients' obligations to notify Mercer in advance that its services will no longer be required after the Plan is considered terminated for purposes of the Internal Revenue Code and ERISA.

8. LANDAMERICA RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

8.1. **LandAmerica Input.** Clients acknowledge that Mercer's ability to implement and provide the Services is dependent on Mercer having access to (and being able to spend time with) employees of LandAmerica and Other Providers and also dependent on Mercer being provided with (and continuing to receive) complete, accurate, up-to-date and timely Data. Clients agree to provide to Mercer and shall cause any designated third parties to cooperate with Mercer to implement and provide the Services on the schedule adopted by the Parties including the Transition Plan. Mercer acknowledges that, during the term of this Agreement, LandAmerica may dissolve and cease to have employees.

8.2. **Communications.** Any communication materials, including written materials, forms, scripts for meetings, and presentation materials prepared by Mercer as part of the Services, are prepared solely for review by Plan Administrator and its legal counsel prior to distribution. Approval of any such communications materials by Plan Administrator constitutes its agreement as to the form and content of the material or communication and Mercer shall have no liability relating thereto. Clients agree that any communication material or other LandAmerica Content provided to Mercer by LandAmerica (or its designee) and that Mercer makes available to Covered Persons are

solely the responsibility of LandAmerica, and Mercer shall have no liability thereto.

- 8.3. **Warranties of LandAmerica.** LandAmerica represents and warrants that (i) subject to approval by the Bankruptcy Court, LandAmerica has all necessary authority and approval to enter into this Agreement, (ii) it owns, or is lawfully authorized to use, all Data and LandAmerica Information that are provided to Mercer in order that Mercer may provide Services under this Agreement, and (iii) LandAmerica will, and will cause its designees to, promptly and accurately perform all of the obligations of LandAmerica (and/or its designees) as is reasonably required to fulfill its obligations under this Agreement.

9. **MERCER RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

- 9.1. **Professionalism.** Mercer will utilize commercially reasonable efforts to provide the Services in accordance with the Procedures manual. Mercer specifically does not warrant that the Services provided, or any elements thereof, will be error free.
- 9.2. **Security.** Mercer agrees to provide the Services in accordance with appropriate technical, administrative and physical safeguards designed to protect the Data.
- 9.3. **Subcontractors.** Mercer may enter into subcontracts in connection with its provision of the Services. Mercer shall be responsible for the actions of any subcontractors with which it has a subcontracting relationship and shall retain any such liability and responsibility under this Agreement as if such subcontracted activities were performed by Mercer.
- 9.4. **Warranties of Mercer.** Mercer represents and warrants that it has all necessary authority and approval to enter into this Agreement. Except as expressly set forth in this Agreement, Mercer expressly disclaims any warranty, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, non-interruption of use, and freedom from program errors with respect to the Services or Mercer Information delivered by Mercer hereunder.
- 9.5. **Audit Rights.** Each Client, at its sole cost and expense, shall have the right once per contract year during the Term of this Agreement, with reasonable advance notice (not to be less than 30 days) to Mercer and during normal business hours, to review and audit Mercer's records relating to the performance by Mercer of the Services. Such review and audit may be conducted by Client's counsel, its internal staff, by independent third parties retained by Client, or governmental authorities having jurisdiction over Client or the Plans. Mercer will provide the Mercer assistance described in the SOW at no charge during each year to assist Client with any such audit. Additional assistance will be provided as additional Services and will be billed at Mercer's then-current billing rates. LandAmerica agrees that any such review or audit shall be conducted in a manner reasonably designed to protect the confidentiality of LandAmerica Confidential Information and Mercer Confidential Information and to avoid interfering with Mercer's business operations. LandAmerica agrees that any third party conducting such audit shall be subject to the confidentiality provisions of Section 10.4 and may be

required by Mercer to sign a confidentiality and non-disclosure agreement in form and substance reasonably acceptable to Mercer, and further agrees that should any independent auditor be deemed by Mercer to be a competitor of Mercer, the Parties shall mutually agree to the review and audit procedures prior to such review and audit.

10. OTHER GENERAL TERMS AND CONDITIONS

10.1. Entire Understanding. This Agreement, together with any exhibits, schedules, and other attachments, constitutes the final, complete and full understanding between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, understandings and negotiations, oral or written, sign or unsigned, between the Parties with respect to the subject matter hereof. Unless specified herein, this Agreement may be amended only by written instrument executed and delivered by authorized representatives of each Party.

10.2. Assignment. No Party may assign its rights or responsibilities under this Agreement (in whole or in part) without the express written consent of the other Parties. However, notwithstanding the foregoing, a Party may assign its rights and responsibilities under this Agreement to one or more affiliated entities without the other Parties' consent, provided that such assignee is at least as creditworthy as the assignor.

10.3. Severability. The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the Agreement's enforceability or any other provision hereof. In addition, in the event that any provision of this Agreement (or portion thereof) is determined by a court to be unenforceable as drafted, the Parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

10.4. Confidentiality and Non-disclosure

10.4.1. Defined. Notwithstanding anything contrary in this Agreement, confidential information shall include (i), with respect to LandAmerica, the LandAmerica Information, including the Data, (ii) with respect to Mercer, the Mercer Information, and (iii) with respect to all Parties, the terms of this Agreement and other information clearly marked and labeled by the disclosing Party to be the disclosing Party's proprietary or confidential property (collectively, "Confidential Information").

10.4.2. Generally. No Party may use or disclose the other Party's Confidential Information except for the purposes set forth in this Agreement, as may be required by law or legal process, or otherwise as agreed to in writing. In the event of a disclosure required by law or legal process and as the circumstances permit, the disclosing Party shall provide timely prior notice to enable the other Parties to challenge such disclosure. Notwithstanding the foregoing, Confidential Information may be disclosed to the Parties' legal counsel, accountants, auditors, or other advisors as may be necessary for such persons to provide services with respect to any Plan or this Agreement, provided the disclosing Party advises such persons of the confidential nature of the

information and such person is obligated to comply with the provision of this Section 10.4. Mercer may also disclose LandAmerica Information to affiliates and subcontractors in connection with the performance of the Services.

10.4.3. Equitable Relief. The foregoing obligation shall remain in effect during the term of this Agreement and forever thereafter. The Parties acknowledge that either may suffer irreparable injury in the event that the other breaches its obligations under this Section 10.4 and that money damages may not be an adequate remedy. Therefore, the Parties hereby consent to the injured Party seeking an injunction or other equitable relief enforcing the obligations under this Section 10.4.

10.4.4. Other Exclusions. The foregoing provisions relating to confidentiality, nondisclosure and use shall not apply to (i) any information which was known to the receiving Party prior to the receipt thereof from the disclosing Party, (ii) was developed by the receiving Party independently of this Agreement, (iii) is in the public domain, (iv) or became available to the receiving Party from a source known to each not to be under an obligation of confidentiality to the other Parties.

10.4.5. Summary Data. Notwithstanding the foregoing, Mercer may copy, modify and use any information and data supplied by LandAmerica, Covered Persons or supplied or created on behalf of LandAmerica in connection with the performance of the Services, including Data, for the purpose of creating analytical trend data (in anonymous, but otherwise in whatever form) both for Mercer's internal use and in the course of provision of services to its and its affiliates' clients. The data will be incorporated into databases and utilized to produce aggregated statistics and analyses for various reports, including custom analyses. LandAmerica also agrees that Mercer may use such data and other information provided by LandAmerica and other clients to build databases and intellectual capital for the benefit of its clients by improving the quality of its services. Mercer will not disclose the Data in a manner that allows particular clients or individuals to be identified. Notwithstanding the foregoing, Mercer may include LandAmerica in a list of participating organizations for these reports.

10.5. Client List. Mercer may include LandAmerica on Mercer's lists of clients for which it performs services.

10.6. Force Majeure. Each Party shall be excused from the performance of its obligations under this Agreement, except its obligation to pay or refund any sum due hereunder or to make an indemnification payment required hereunder, and any delay or failure in performance by such Party shall not be grounds for termination of this Agreement for cause or give rise to any liability for damages, to the extent that such Party is prevented from performing due to a cause that is beyond its reasonable control, including, but not limited to, an act of God, act or omission of another Party, act of any government or regulatory body (whether civil or military, domestic or foreign), fire, explosion, flood, earthquake or other natural or man-made disaster, epidemic, sabotage, war, riot, civil disturbance, strike, lockout, labor dispute, loss of electrical or other power or telecommunications equipment, or line failure (each a "Force

Majeure Event"). Each Party agrees to use commercially reasonable and diligent and determined efforts to minimize the length and effects of delays that occur due to the occurrence of a Force Majeure Event. Each Party agrees to provide prompt notice to the other Party(ies) to the extent such Party is relying or expects to rely on the provision of this subsection to excuse its delay or failure to perform. If, as a result of a Force Majeure Event, Mercer is unable to resume its performance of its obligations within thirty (30) days from the Force Majeure Event, either Client may terminate this Agreement upon providing written notice to Mercer.

10.7. No Third Party Beneficiary Rights. No third party is intended to be, or shall be deemed or permitted to be, a beneficiary of any provision of this Agreement.

10.8. Dispute Resolution.

10.8.1. Good Faith Negotiation. If a dispute arises between the Parties to this Agreement, they shall in good faith attempt to resolve the dispute promptly by negotiations between representatives of the Parties who have authority to settle the dispute. If the dispute is not resolved within sixty (60) days of the first meeting between the Parties' representatives, or if the representatives are unable to agree upon a meeting within sixty (60) days after one Party has notified the other Parties in writing of the existence of a dispute, the Parties shall in good faith attempt to resolve the dispute by non-binding mediation.

10.8.2. Agreement to Mediation. The Parties shall mutually agree upon a neutral mediator, the location of the mediation and the attendant procedures of the mediation. If (i) the Parties are unable to agree upon the foregoing within sixty (60) days after one Party has notified the other Parties in writing of its desire to use mediation, (ii) the mediation has not commenced within sixty (60) days after such agreements have been reached and the Parties are unwilling to agree to continue mediation, or (iii) the dispute is not resolved within sixty (60) days from the commencement of the mediation, a Party may commence litigation in Bankruptcy Court upon providing a minimum of thirty (30) days written notice to the other Parties. All deadlines set forth above may be extended by the mutual agreement of the Parties.

10.8.3. Each Party to this Agreement, by its execution hereof, (i) hereby irrevocably submits to the exclusive personal jurisdiction of the Bankruptcy Court (to the extent it has subject matter jurisdiction) for the purpose of any and all disputes, claims, controversies or disagreements (each a "Legal Action") between the parties not otherwise resolved by mediation, relating to or arising in whole or in part under or in connection with this Agreement or the subject matter of this Agreement, (ii) hereby waives and agrees not to invoke, by way of motion, as a defense or otherwise, in any such legal action, any claim that it is not subject personally to the jurisdiction of the above-named court, that its property is exempt or immune from attachment or execution, that any such legal action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens or inconvenient forum, or should be transferred or

removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court, and will not assert that venue should properly lie in any other location, and (iii) hereby agrees not to commence any such Legal Action other than before the above named courts. EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

10.8.4. *Subject to Confidentiality and Non-disclosure.* All communications and discussions made in furtherance of this Section 10.8 shall be treated as confidential settlement negotiations, which are not subject to disclosure under all applicable laws.

10.9. **Governing Law.** This Agreement is to be construed and enforced under the laws of the State of New York, without regard to its conflict of law principles, except to the extent superseded or preempted by federal law, including ERISA.

10.10. **Legal Counsel.** The Parties agree that each will review with its legal counsel all legal documents and forms provided or prepared by either Party, and that each Party will consult its legal counsel with respect to any questions concerning its responsibilities under this Agreement, the Plans, and concerning the legal sufficiency of any documents so provided. Each Party understands that the other Party(ies) has not given, and cannot give, legal advice.

10.11. **Notices.** All notices will be provided to the Parties at the following addresses:

<p>Mercer (US), Inc. 411 E. Wisconsin Avenue Suite 1500 Milwaukee, WI 53202 Attn: Jina Finn</p>	<p>LandAmerica Chief Legal Officer LandAmerica Financial Group, Inc. 5600 Cox Road SRC West Glen Allen, VA 23060</p> <p>LandAmerica Cash Balance Plan c/o Plan Administrator</p>
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	LandAmerica Financial Group, Inc. 5600 Cox Road SRC West Glen Allen, VA 23060
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- 10.12. Effective Date.** This Agreement shall be generally effective as of the later of the date on page 1 above or the entry of an order approving this Agreement by the Bankruptcy Court, provided, however, terms will become applicable to Plans and or Services upon the milestone and commencement dates set forth in the SOW, Transition Plan, Requirements Document and any applicable transition schedules. The Parties may mutually agree upon revised effective date(s) as to any Plan or Service as the circumstances may require.
- 10.13. Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.
- 10.14. Survival of Obligations.** It is expressly understood and agreed that the Parties' respective obligations under this Agreement that by their nature continue beyond the termination or expiration of this Agreement include, but are not limited to, those contained in Sections 3.1.1 and 3.1.2 (Ownership of Intellectual Property), 4.2 (Direction), 4.3.2 (Compliance with Law), 5 (Compensation and Fees), 6 (Indemnification; Limitation on Liability), 7.4 (Services After Termination), 10.4 (Confidentiality and Non-disclosure), 10.8 (Dispute Resolution), 10.9 (Litigation Costs), 10.12 (Notices) and 10.15 (Survival of Obligations). The Parties' rights and obligations under such sections shall survive the termination or expiration of this Agreement.
- 10.15. Definitions.** Capitalized but undefined terms used in this Agreement have the meanings ascribed to them in Schedule 1.
- 10.16. Bankruptcy Court Approval.** Promptly after the execution of this agreement, LandAmerica will file a motion (the "Approval Motion") in its chapter 11 case, upon proper notice to creditors, seeking an order (the "Approval Order") (i) authorizing LandAmerica to enter into this agreement, as amended and extended from time to time, and (ii) approving this Agreement. This Agreement will be attached as an exhibit to the Approval Motion. Unless expressly waived in writing by each Party to this Agreement, this Agreement and the transactions contemplated hereunder shall not become effective until the Bankruptcy Court enters the Approval Order in a form satisfactory to the parties in each of their reasonable discretion. Failure of the conditions set forth under this section 10 to occur on or before August 31, 2009 (the "Approval Deadline") shall constitute cause for any Party to declare this Agreement to be null and void, but only by providing written notice to all parties within five days after the Approval Deadline, and except for the provisions of 10.17 below. If the Agreement is declared null and void in accordance with the terms of this section 10, the parties shall retain all rights, remedies, defenses, obligations and liabilities existing as of the date immediately prior to the execution of this Agreement, except for the

obligations of 10.17 which shall remain in effect until payment is made for the described services rendered.

10.17. Notwithstanding the provisions of 10.16 above, the Parties understand that implementation work must begin before Bankruptcy Court approval in order for Mercer to begin the administration of the Plan on a timely basis. In the event the Bankruptcy Court does not approve the Agreement, the Parties agree that the Plan will pay Mercer for the implementation services rendered through August 31, 2009, or such earlier date that Mercer is instructed in writing to cease work (Implementation Termination Date). Such amount shall be calculated based on the actual time spent by Mercer personnel performing implementation services and their respective billing rates. Mercer will also be reimbursed by the Plan for the reasonable out-of-pocket costs and expenses Mercer incurs in performing the implementation services prior to the Implementation Termination Date (including travel-related expenses).

IN WITNESS WHEREOF, Mercer, LandAmerica, and the Plan have caused this Administrative Services Agreement to be signed by their authorized representatives as of the Effective Date.

LANDAMERICA FINANCIAL GROUP, INC.

MERCER (US), INC.

By: *H. William Evans*

By: *Jean M. Schumacher*

Title: Chief Financial Officer

Title: Principal

Date: 7/1/09

Date: 7/2/2009

LANDAMERICA CASH BALANCE PLAN

By: *H. William Evans*

Title: _____

Date: 7/2/09

MERCER



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

SCHEDULE 1 DEFINITIONS

1. **"Intellectual Property"** means any (a) copyrights and copyright applications, (b) issued patents, patent applications and patentable processes, methodologies, and procedures, (c) trade secrets, (d) trademarks or service marks, and related applications, and (e) associated goodwill, if any. Grants of licenses to software under this Agreement shall include a grant under the grantor's Intellectual Property relating to such software only to the extent necessary to permit the grantee to undertake the activities authorized by the license grant. Allocations and assignments of ownership rights in software shall include rights under all of the assigning Party's Intellectual Property relating specifically to the software covered by the assignment.
2. **"Plan Administrator Claimants"** means the affiliates, Covered Persons, other Service users, employees, subcontractors and representatives of, and other persons or entities under contract with Plan Administrator, including the Plans and their third party trustees and Other Service Providers.
3. **"Plan Administrator Content"** means all images, text and other content, whether owned by Plan Administrator or licensed by third parties to Plan Administrator, that Plan Administrator makes available to Mercer under this Agreement for inclusion into materials prepared in connection with the Services.
4. **"Plan Administrator Information"** means all data or information (in whatever form or media) that is owned by Plan Administrator, or licensed by third parties to Plan Administrator and that either (i) is supplied to Mercer by, or on behalf of, Plan Administrator hereunder, or (ii) Plan Administrator makes accessible to Mercer in connection with this Agreement, including:
 - A. Plan Administrator Content;
 - B. Plan Administrator Marks;
 - C. Data;
 - D. Plan Administrator's standard materials and derivations thereof and other material related thereto; and
 - E. Plan Administrator's practices, tools, methodologies, techniques, processes, inventions, trade secrets, methods, formulae, technical information, specifications and know-how, regardless of whether developed in connection with the Services; and
 - F. Plan Administrator's other Intellectual Property rights not addressed specifically above.

Plan Administrator Information does not constitute Mercer Information or Mercer Confidential Information.

5. **"Plan Administrator Marks"** means, collectively, Plan Administrator's corporate name, trademarks, service marks, logos and trade names, as such may change in appearance and/or style as Plan Administrator may specify in its sole discretion, from time to time and as Plan Administrator may make available to Mercer under this Agreement for inclusion into materials prepared in connection with the Services.
6. **"Losses"** means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).
7. **"Mercer Content"** means all images, text and other content, whether owned by Mercer or licensed by third parties to Mercer that Mercer includes in materials prepared in connection with the Services.
8. **"Mercer Information"** means all data or information (in whatever form or media) that is owned by Mercer, or licensed by third parties to Mercer and that either (i) is supplied to Plan Administrator by, or on behalf of, Mercer hereunder, or (ii) Mercer makes accessible to Plan Administrator in connection with this Agreement, including:
 - A. Mercer Content, including the Procedures Manual and the SOW;
 - B. Mercer Software;
 - C. All data, information or material resident on Mercer's computer servers, except to the extent such data, information or material constitutes Plan Administrator Information;
 - D. Mercer's responses to Plan Administrator's requests for proposal or other proposal-related documentation;
 - E. Mercer's standard materials and derivatives thereof and other material related hereto;
 - F. Mercer's practices, tools, methodologies, techniques, processes, inventions, trade secrets, methods, formulae, technical information, specifications and know-how, regardless of whether developed in connection with the Services or engagements with other Mercer clients; and
 - G. Mercer's other Intellectual Property rights not addressed specifically above.

Mercer Information does not constitute Plan Administrator Information or Plan Administrator Confidential Information.

9. **"Mercer Software"** means any software (including underlying source and object code) owned by Mercer or licensed by third parties to Mercer and embedded or installed by Mercer on Plan Administrator's computers or otherwise used in connection with the provision of the Services, as well as any improvements, changes, enhancements, adaptations or other modifications thereto.
10. **"Procedures Manual"** means the document(s) listing the specifications and requirements of the Services, including the manner in which the Services will be provided, relevant Plan provisions service profiles, systems and interface requirements,

and administrative forms as such document(s) may be amended or supplemented from time to time.

MERCER



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

APPENDIX A STATEMENT OF WORK

We will provide applicable administrative services outlined in this Statement of Work in respect of the LandAmerica Cash Balance Plan including a (toll free) call center to support participant needs, including third party pension verification requests, estimated pension calculations, projections and final calculations of individual benefits for active, terminated and other plan participants; process claims and payments, in accordance with ERISA and other applicable law; validate all trust changes, and handle address/name changes, death calculations, and grandfathering calculations, including the following:

1. **Retiree Packets.** Mercer will prepare the packets for prospective active or prior deferred vested commencements twice per month. Packets will be mailed within nine to fourteen business days from the date the information is requested. Mercer will use existing forms and letters (assumed to be compliant), but we may include some of our standard forms. We have not included any substantial rewrite of the forms in this proposal. The retiree packet typically includes:
 - A. Letter showing benefit options or deferred annuity
 - B. Spousal consent form
 - C. Benefit election form and explanation of options
 - D. Relative value, verification of participant and beneficiary age
 - E. Direct deposit, tax withholding forms, IRS tax notice
2. **Terminated Vested Participants.** Mercer will complete active to terminated vested calculations monthly. For those eligible to receive benefit payments, Mercer will send the packet and do the trust processing. A mailing will be sent to terminated vested participants attaining normal retirement age including an address search if necessary.
3. **Participant Interface.** Mercer will set up a toll-free telephone line and will establish an electronic call log to track questions raised by participants and the responses. Mercer will also record participant calls, as permitted by applicable law, to be used in the event of a dispute. The Mercer staff that handles the calculations and trust will also answer participant calls.
4. **Call and Termination Process.** Volumes will be reported on a monthly basis. Mercer will notify you if there are any employee issues. The Plan Administrator will notify Mercer about any corporate or employee issues that will impact pension administration or increase phone calls. In addition, the Plan Administrator will provide Q&A's and other materials needed to effectively answer participant calls prior to the event. Voicemails are returned within one business day except for holidays and during periods when call volumes are unexpectedly high. Calls requiring research will be returned within three days with an answer or an update at a minimum. Call center hours are 8:30 AM to 4:30 PM Central Time during Mercer business days.
5. **Trust Interface.** Mercer mails the pension packet to the participant, answers questions, and the participant returns the paperwork to Mercer. Mercer reviews all paperwork and requests missing information such as proof of age or spousal consent, if necessary. Mercer notifies the trustee monthly to commence benefit payments and monitors the trust payment register to make sure new retirements are set up properly.

Retirees will generally be directed to communicate with Mercer, but the trust may directly receive calls on issues such as missing payments, 1099's, tax withholding, etc. The trust will implement any stop dates that were entered into their system for any supplemental/temporary benefit payments and determine all required state tax withholding rules and amounts. There will be no medical deductions from the retiree checks.

6. **Participant Database.** Mercer will start with a database of all plan participants including data history as of the go-live date. The data shall be provided in Excel format. There are four data components that are needed. Mercer will maintain all ongoing updates to the participant database, with the assistance of the trustee and the Plan Administrator

A. In-Process Data Clean up Projects. We understand that LandAmerica is currently working on reviewing and cleaning administration data, particularly the information for terminated vested participants. All data clean up will need to be completed before we begin setting up the administration database.

B. Starting Master Data File. The starting point for the administration database is the LandAmerica or actuarial database as of beginning of the implementation year, following completion of the data clean-up project. Our implementation fees assume that all additional and supplemental data needed for plan administration will be combined by Land America prior to our implementation and will be provided in a single data file. If Mercer's assistance is needed in the data clean-up and consolidation, possibly on-site, we are available to discuss the additional fees and scope.

This single file will include all active, terminated vested and retired participants indexed with Social Security Numbers and containing all data needed to do plan administration. If a complete database is not available, we can start with the database currently used to certify pensions. This file will include account balances for all participants through January 1, 2009, opening balance information including accrued benefits, terminated vested calculation detail needed for PBGC Notice of Plan Benefits (we understand that for some participants, no detail is available and will not be supplied), plus any needed historical hours, historical pay, break-in-service dates/codes, transfer history, participant's SSN for each beneficiary, employee contributions with and without interest, a code to identify eligible and ineligible participants, a code for prior plan or formula eligibility, etc. and last year's statement results in electronic form. Although LandAmerica will facilitate access for Mercer to LandAmerica's imaged personnel records for plan participants and beneficiaries, to the extent needed to find certain historical data that may be needed, LandAmerica agrees that Mercer will rely on the data contained in the electronic file described in this Section 6.B for the calculation of plan benefits.

LandAmerica will authorize Mercer to use the active current accrued vesting and benefit service as certified (up to 2% may be flagged as estimated only and completed later). This data is needed two weeks after the kick-off meeting.

C. Supplemental Data. Additional data history may be needed to complete the Master Database. This includes addresses, statement data, 5-year history of non-vested terminations, prior lump-sum payment amounts and dates (to avoid double

payments), pension disabilities not in payment status, and a DRO/QDRO (field flag plus PDF copy of each order) information. For terminated vested participants this electronic data includes benefit calculation components needed to apply early retirement factors. This data is due three weeks after kick-off meeting.

The supplemental data is to be provided in a single electronic Excel file indexed by SSN to be loaded into the master file. Included is one discrepancy list for LandAmerica to complete. Extra fees will entail if it is necessary to build a history from paper files, if Mercer must reconcile supplemental data against the master or other files (versus loading certain fields to the master file without reconciliation), or if multiple data passes are required.

- D. Interim Change Data. A master data file update is needed covering the period from the initial census to the go-live date. This should be provided using a file similar to the data file in section B above. Data and statuses in all participant categories such as actives, terminated vesteds, retirees and beneficiaries may have changed.
- E. Ongoing Active Data File. We have assumed no on-going active data files as we understand there will be no actively employed participants after December 31, 2009. If interim active data files are necessary, Mercer will load files and fees will increase by \$600 per file.
7. **Government Forms**. Mercer will prepare the participant counts and Schedule SSA data for form 5500. Government form drafting or filing is not included. We understand that the IRS determination letter is in the process of being finalized. The scope of this proposal does not include any work for changes required by the IRS to finalize the determination letter or to terminate (including NOPB, final participant distributions, annuity purchase, etc.) the Plan.
8. **Compliance Processes**. Mercer will mail the annual funded status notice as supplied by the actuary and approved by Plan Administrator. Any other mandated participant disclosures required in the future will be subject to the Change Request procedures as specified in Section 1.1.5 of the ASA and will likely incur additional expense to be borne by Clients. Mercer will notify terminated vested participants who will first attain normal retirement date ("NRD"), mail a suspension of benefits notice to active participants who will first reach their NRD, and supply the actuary with a complete year-end census file for the valuation.
9. **Security**. Mercer agrees to maintain and use appropriate safeguards to prevent the unauthorized access or use of LandAmerica information and data, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of information or data that Mercer processes in the course of providing the services covered within this Agreement.

Such safeguards shall include, but not are limited to, (a) security management policies and procedures including incident management procedures to address security events, (b) access controls, including password change controls, to ensure access to information resources is granted on a need to know and least privilege basis, (c) device and software management controls to guard against viruses and other malicious or unauthorized software, (d) appropriate encryption safeguards as may be required (e) security awareness to ensure employee understanding of their responsibilities in guarding against security events and unauthorized use or access to information, (f)

logging procedures to proactively record user and system activity for routine review, and (g) facility access and protection controls to limit physical access to information resources and guard against environmental hazards (e.g., water or fire damage).

10. Implementation. The implementation will cover transitioning historical data, documents, kick-off meeting/conference call, update conference calls, etc. Mercer will assign a transition specialist, however your on-going team leader will be involved in the implementation. Implementations include the following:

- A. Setup the toll-free line, voice mailbox, and script with call log and call recording
- B. Setup the active and inactive database, reports, etc.
- C. Gather current calculation and plan interpretation documentation, discuss known data and prior provision issues, and prepare a pension calculation and outsourcing process manuals.
- D. Review of plan document, SPD and documentation of administrative procedures
- E. Program calculation system, incorporate election packets, and review generic attachments and client provided communication pieces. There may be additional charges if election packets need to be converted to Mercer standards and/or significant rewrites are required.
- F. Establish trust approval, training, and processes.
- G. Acquire access to LandAmerica's imaged personnel records for plan participants and beneficiaries.
- H. Transition in-process terminations and retirements.

11. Implementation Assumptions. Mercer will be recognized and approved by the bankruptcy court for payments to administer the defined benefit plan.

- A. Mercer will have a single point of Client contact to provide interpretations, sign off on procedures, set precedents and ensure adherence to agreed upon client due dates. LandAmerica will ensure a plan representative and Fiduciary will be retained or appointed if a LandAmerica employee is no longer available.
- B. Plan termination services such as Notice of Plan Benefits process are not included in this proposal and would be addressed in a separate document.
- C. Sample calculations and forms for each type will be provided within two weeks after the kick-off date.
- D. Existing election forms that are complete, accurate and compliant will be provided in MS-Word format.
- E. Pension statements are not included in the services.
- F. All active participant grandfathers, prior plan offsets, 411(d)(6) minimum benefits have been certified and are available electronically.
- G. Late retirement with actuarial adjustments, 70 ½ minimum distributions, prior employee contributions, retroactive annuity start dates, and rehires with prior plan payments will be charged as a multiple calculation.
- H. There are no participants that require specialized retirement packets due to predecessor plan benefits with unique optional forms of payment. Lawyer's Title and

Mercer Administrative Services Agreement

Commonwealth provisions have been incorporated or will be provided separately. We have assumed there will be separate letters for under and over the \$1,000 & \$5,000 cash out limit, term vested notices, limited relative value notices, etc. There will be additional fees to prepare these, if required.

- I. Terminated vested deferred to NRD pensions are certified and worksheets are available. If the NRD calculation (or missing minimums) required, a full data history will be provided by the client and the calculation will be out-of-scope. Calculating early and optional forms of payment is included.
- J. Disability determination for any disability pension provisions will continue to be handled by the company. The company will be responsible for discussing any coordination issues between pension benefits and LTD/STD benefits. Mercer will be responsible for calculating and communicating the pension disability amounts.

12. Exclusions.

- A. Rush calculations are included but limited to about 5% of all calculations. There will be no backlog of calculations or research issues at the go-live date.
- B. Initial claim denials and documentation are included. If necessary, the final denial of benefits will be handled by client legal counsel.
- C. This proposal does not include employee or employer web access.
- D. Monthly reconciliation of all retiree and beneficiary payments is not included. We will verify that new or changed payments have been processed correctly. We will not process outstanding check issues nor review prior pension end dates. Processing retiree deaths and pension survivor payments is included.
- E. Basic annual audit support included. Assumes 20 calculation requests and a sample data verification request.
- F. Audit of prior retiree and terminated vested calculations and death scans are not included in this proposal, but are available. Fees for identifying and searching for incorrect prior terminated vested addresses will be billed as out-of-scope.
- G. Plan Administrator or their designated representative will handle pension issues outside of the scope of these services and research/contact former employees who claim pensions but are not included in our database. If Plan Administrator designates Mercer to handle these issues, Mercer will handle up to five "in scope" and charge an additional fee for issues in excess of five per month.
- H. This proposal does not include the necessary administration data clean up projects that will be completed prior to Mercer beginning the administration database build.
- I. Changes in calculation methodology due to major legislative, regulatory, or plan design changes are considered out-of-scope. Application of benefit restrictions imposed due to funded status under the Pension Protections Act is not included in the scope of services, but Mercer will handle such applications for an additional fee.

13. Reporting.

- A. We will provide regular reports on the status of calculations and number of inquiries. We will also keep Plan Administrator informed of our progress and activity.

MERCER



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

SCHEDULE OF FEES

Our one-time implementation fees and annual ongoing fees are shown below. It is anticipated that Mercer's fees will be paid by the Plan Administrator out of Plan assets to the extent appropriate. SUBJECT TO THE SATISFACTION OF THE REQUIREMENTS OF SECTION 503 OF THE BANKRUPTCY CODE AND THE APPROVAL OF THE BANKRUPTCY COURT, MERCER SHALL BE ENTITLED TO AN ADMINISTRATIVE PRIORITY CLAIM FOR ANY AND ALL AMOUNTS NOT PAID OUT OF PLAN ASSETS AND DUE AND PAYABLE FROM LANDAMERICA TO MERCER UNDER THIS AGREEMENT WHILE LANDAMERICA IS A DEBTOR-IN-POSSESSION UNDER THE BANKRUPTCY CODE.

1. Our one-time implementation fee.

One-time implementation fee \$125,000

The expected annual administration fees using our assumed calculation and call volumes are as follows:

2. Our annual ongoing fees.

Category	Expected Transactions	Fee Per Transaction	Expected Fees
Annual fixed fees			\$118,000
Calculation fees	325	\$ 220	71,500
Participant call fees	1,620	\$ 25	<u>40,500</u>
Total Annual Fees			\$230,000

If the assumed 3,500 participant cash out is not completed in time, our fixed fees will increase by \$25,000 annually until completed. Monthly fees will be based on actual calculation and call volumes. If there is a special event where a significant number of similar calculations can be batched together, Mercer will review efficiencies and resulting fees for that project. The fees quoted above are valid for 6 months from the date of this proposal. The above fees shall not adjust for the first two years of Ongoing Services. Beginning with the third year of Ongoing Services, and each year thereafter, the Fees shall adjust based on the changes in the Consumer Price Index (CPI) from the previous year.

The one-time implementation fee will be charged by Mercer as work is incurred.

3. **Mercer Invoices.** Invoices will be sent monthly and will be based on actual calculation and call volumes incurred. Postage and mailing service fees for the new administrator notice, required annual AFN and other large mailings will be passed through at cost. Implementation fees will be billed monthly beginning during the month of or prior to the kick-off month. The invoicing will be similar to your current process where the current invoice will cover services for the prior month. Postage and external printing/mailing, and search firm fees will be billed at cost.
4. **QDRO's.** Fees for qualification of QDRO's are as incurred. Fees are \$750 to \$900 per order. We have assumed the current QDRO template and written procedures will be provided.
5. **On-Site Assistance during Implementation.** Mercer will provide assistance with calculations and election form preparation as needed during the implementation period. Work will be performed by analysts from the Richmond Mercer team on a time-and-materials basis. The expected hourly billing rate is between \$200 and \$330, depending on the level of assistance needed.
6. **Data Clean-up.** To help prepare for the implementation, Mercer will provide assistance in verifying data for vested terminated participants with limited benefit information, as well as for participant groups with known data inconsistencies. Mercer will analyze existing database sources to identify potential data gaps, and will also provide onsite assistance to collect the necessary backup information. Fees are \$15,000 - \$25,000 for the initial data work, and \$200/hour or \$1,600/8-hour day for the on-site assistance, plus travel expenses and accommodations if needed.
7. **Ongoing Actuarial Services.** Mercer will perform the annual actuarial valuation, produce the necessary government filings, including Form 5500 Schedules SB, SSA, and R, PBGC forms, AFTAP certification, and Annual Funding Notice, and assist with benefit calculations prior to the implementation date. Fees are shown in the 2009 Scope of Services document sent to LandAmerica in February 2009 and are expected to be between \$130,000 and \$150,000 for ongoing services performed during 2009. Fees for services not described in the 2009 Scope of Services will be provided on a time and materials basis.

MERCER RETIREMENT ADMINISTRATION CENTER

Performance standards measured monthly and reported quarterly.

Transaction Services

	Category	Performance Standard	Metric and Comments Regarding Performance Measure
1.	Transactional Accuracy	98% of calculations and trust authorization are accurate	Number of accurate transactions, divided by number of total transactions.
2.	Pension Packages & Estimates Delivered	90% of all benefit packages are delivered within 14 business days. 100% of all benefit packages are delivered within 30 business days.	Number of pension packages mailed within 14 business days from date requested, divided by total number of calculations/letters generated. Does not apply to calculations requiring research/data or months in which total calculation volume exceeds 150% of expected or less than 10 calculations.

Service Center

	Category	Performance Standard	Metric and Comments Regarding Performance Measure
3.	Call Center Staffing	90% of all calls received during business hours will be answered live.	2 to 3 trained analysts available during business hours. Does not apply to months in which total call volume exceeds 150% of expected or less than 20 calls.
4.	Response Time	95% of messages will be returned within one business day.	Does not apply to months in which total call volume exceeds 150% of expected.

Reporting

	Category	Performance Standard	Metric and Comments Regarding Performance Measure
5.	Participant data for annual actuarial valuation	Valuation data extract within 60 days of receipt of final accurate year end data.	Provide Mercer actuary year-end census within 60 days of receipt of final accurate year end data.

Exhibit C

Investment Management Agreement

EXECUTION COPY

INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement is executed as of July 9, 2009 between Mercer Global Investments, Inc., a Delaware corporation (the "Manager"), LandAmerica Financial Group, Inc. ("LandAmerica"), and the LandAmerica Cash Balance Plan (the "Plan").

WHEREAS, on November 26, 2008, LandAmerica filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court");

WHEREAS, LandAmerica sponsors the Plan, which is a defined benefit pension plan;

WHEREAS, LandAmerica has entered into a Settlement Agreement dated May 13, 2009 among LandAmerica, the Pension Benefit Guaranty Corporation ("PBGC"), and the Official Committee of Unsecured Creditors of LandAmerica, a copy of which is attached hereto as Attachment 1, in which each of the parties thereto agreed, among other things, "to use reasonable best efforts to (a) effectuate a standard termination of the Cash Balance Plan 29 U.S.C. §1341(b), and (b) expedite all appropriate judicial, administrative, and other determinations with respect to [among other things] the termination of the Cash Balance Plan whether by standard termination 29 U.S.C. §1341(b) or by distress termination 29 U.S.C. §1341(c) or by PBGC-initiated termination under 29 U.S.C. §1342;"

WHEREAS, it is anticipated that, following confirmation of LandAmerica's plan of liquidation, and any amendments thereto (the "Liquidation Plan"), by the Bankruptcy Court, LandAmerica will be liquidated and dissolved;

WHEREAS, although LandAmerica has determined to terminate the Plan as soon as possible and practicable based upon the Plan's asset size by means of a standard termination, the Plan may continue to exist for a period of time after LandAmerica has been dissolved;

WHEREAS LandAmerica has applied to the Internal Revenue Service for a letter regarding the qualified status of the Plan and its Trust, and believes that such a determination letter will be issued shortly by the Internal Revenue Service;

WHEREAS, in anticipation of LandAmerica's dissolution, LandAmerica has sought to identify appropriate entities to serve as fiduciaries of the Plan, both prior to and after LandAmerica's dissolution;

WHEREAS, LandAmerica has authority to appoint managers to manage the assets of the Trust that forms the Plan, as designated on Appendix A attached hereto;

WHEREAS, LandAmerica has determined to appoint the Manager to manage all or a portion of the Plan's assets in accordance with the provisions hereof;

WHEREAS, the Manager has agreed to accept such responsibility in accordance with the provisions hereof;

WHEREAS, LandAmerica and/or the Plan will retain a third party independent fiduciary to serve as the Plan's "administrator," within the meaning of section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1002(16) (the "Replacement Plan Administrator");

WHEREAS, it is anticipated that, as a result of the retention of the Replacement Plan Administrator, all fiduciary authority and fiduciary responsibility that previously attached to LandAmerica with respect to the Plan would be transferred to the Replacement Plan Administrator;

WHEREAS, it is anticipated that the Replacement Plan Administrator would have authority and direction to (i) appoint the Manager with the same force and effect as currently vested in LandAmerica and enter into an investment management agreement on behalf of the Trust which is substantially similar to this Agreement, (ii) amend the Plan as necessary to maintain the Plan's tax-qualified status; (iii) effect a standard termination of the Plan, if in the Replacement Plan Administrator's judgment the Plan's assets are sufficient to do so, and (iv) take any other action that the Plan's sponsor could take with respect to the Plan;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. APPOINTMENT AND ACCEPTANCE OF MANAGER; DUTIES OF MANAGER.

(a) LandAmerica, on behalf of the Plan, hereby appoints the Manager to act as an "investment manager" (within the meaning of Section 3(38) of ERISA), with respect to the portion of the assets of the Trust from time to time designated in writing to the Manager by LandAmerica and/or the Plan (collectively, the "Clients") in their discretion (the "Account") solely for the purposes and with the power, authority and limitations set forth herein. The Manager hereby accepts its appointment as "investment manager" with respect to the Account upon the terms, and subject to the conditions, set forth herein. The responsibilities and duties of the Manager are limited to the assets of the Trust now or hereafter contained in the Account. Except as expressly provided in Section 8 below, the Manager shall have no responsibility for the actions or inactions of any other fiduciaries of the Trust or Plan, and, except as expressly provided in subsection (e) below, the Manager shall have no responsibility or authority with respect to any assets of the Trust that are not part of the Account.

(b) Subject to the terms and conditions of this Agreement including, without limitation, any investment restrictions set forth in the investment guidelines set forth in Appendix B hereto (the "Investment Guidelines"), the Clients hereby grant the Manager complete and unlimited investment and trading authority with respect to the Account and appoints the Manager as the Clients' agent and attorney-in-fact with respect to same. Without in any way limiting the preceding sentence and without obtaining the consent of, or consulting with, the Clients or any other person, the Manager is hereby authorized for and on behalf of the Clients, with respect to the Account, in the Manager's discretion to:

- (i) Purchase, sell or otherwise trade in or deal with any security in the Account;
- (ii) Maintain assets in the Account invested in short-term income-producing instruments for such periods of time as shall be deemed reasonable and prudent by the Manager;
- (iii) Determine how to vote all proxies received with respect to securities held in the Account and direct the Custodian (defined below) as to the voting of such proxies;
- (iv) Exercise any conversion and/or subscription rights available in connection with any securities or other investments held in the account;
- (v) Select broker-dealers and place orders with any broker-dealer so selected;
- (vi) Provide to third parties the Clients' tax identification numbers;
- (vii) Select and appoint sub-advisors to manage the assets of the Account, subject to the supervision of the Manager; and
- (viii) Generally, perform any other act necessary to enable the Manager to carry out its obligations under this Agreement.

The assets of the Account may be invested in any common, collective or commingled trust fund, including any fund established under the MGI Collective Trust (the "MGI Trust"). The Clients acknowledge that Mercer Trust Company, an affiliate of Manager, is the trustee of the MGI Trust, and agrees that both the Manager and Mercer Trust Company may rely upon the agreements, representations, warranties and covenants made in this Agreement in connection with any investment in the MGI Trust. The Clients also authorize the Manager to make investments for the Account in shares of one or more funds registered as open-end investment companies under the Investment Company Act of 1940 for which Manager or any affiliate thereof serves as investment adviser (the "MGI Funds"), provided that Manager and any such investment satisfy the further conditions of Prohibited Transaction Class Exemption 77-4 adopted by the Department of Labor (the "DOL"), and provided further that such investments are not otherwise inconsistent with the Investment Guidelines. Each Client acknowledges that it has received a current prospectus of the MGI Funds and detailed written disclosure of the investment advisory and other fees charged to or paid by the Account and the MGI Funds, and that the preceding authorization is based on such prospectus and disclosure. Each Client acknowledges that, as a general matter, a substantial portion or all of the assets of the Account will be invested in the funds established under the MGI Trust and/or the MGI Funds and that substantially or all assets of the funds established under the MGI Trust and the MGI Funds will be either managed by sub-advisors appointed by the Manager or invested in pooled vehicles managed by such subadvisors.

(c) The Manager shall deliver to each Client periodic statements showing all investments of the Account, and such additional statements or reports, at such time or times, as the Client may reasonably request. Such reports shall be reviewed by the Clients and, if no

(d) The Manager and every subadvisor may effect transactions through or with any broker or dealer. In selecting a broker or dealer, Manager or subadvisor may consider the full range and quality of a broker's or dealer's services including, among other things, the value of research provided, execution capability, commission rate, financial responsibility and responsiveness to the Manager or subadvisor. The Manager or subadvisor may select broker-dealers that provide research or other transaction-related services and may cause the Plan to pay such broker-dealers commissions for affecting transactions in excess of commissions other broker-dealers may have charged as permitted by applicable law. Such research and other services may be used for the benefit of the Manager or subadvisor and other client accounts to the extent permitted by law.

(e) Upon request of either Client, the Manager shall provide educational information regarding various asset allocation scenarios, including sample combinations of asset classes and expected returns of each scenario based upon capital market assumptions developed by Manager, its affiliates or third parties. Each Client acknowledges that it shall not use the educational information about asset allocation provided by Manager as the primary basis for its asset allocation decisions, and will consider its own needs and expected returns in making its asset allocation decision.

(f) Once an investment strategy and a portfolio structure are established for the Plan by the Clients with respect to the Account, the Manager will draft a document that contains all pertinent details established by the Clients in a Statement of Investment Policy. Such Statement of Investment Policy will be reviewed for formal approval and adoption by the Clients. This document will also delineate roles and responsibilities, fiduciary practices and investment guidelines, in each case relating to the Account. From time to time, this document may be reviewed and amended by the Clients.

(g) The Manager will provide a written review, at least quarterly, of investment performance of the Account and the underlying asset classes versus appropriate benchmarks, peer portfolios and indices. Any changes to the Manager's policies with regard to portfolio structure of the Account or with regard to the identity of subadvisors retained to manage any fund in the MGI Trust in which assets of the Account are invested, shall be communicated in writing when formalized. A representative of Manager will meet with the Clients at least annually (and up to two additional times per year at the reasonable request of the Clients) to provide a review, information and advice on developments in capital markets and other investment issues. Except as expressly set forth herein with regard to the management of the Account by the Manager, the Clients retain all discretionary authority and control with respect to the management and administration of the Trust, including the adoption of an appropriate investment strategy.

(h) LandAmerica and/or the Plan will engage a trustee and a custodian to hold the Account's assets (the "Custodian"). The Manager shall have no responsibility for engaging or monitoring the activities of the Custodian or any liability for the actions of the Custodian, and shall not be deemed a trustee or a Custodian hereunder.

2. MANAGER REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Manager represents, warrants and covenants that it (i) is a registered investment advisor as defined in the Investment Advisers Act of 1940, as amended (the "Advisers Act"), (ii) that it is a "fiduciary" (within the meaning of Section 3(21) of ERISA) only with respect to the assets of the Account, (iii) that it has full power and authority to execute, deliver and perform this Agreement on behalf of Clients, (iv) has performed its own due diligence and analysis of the Plan and the Account; and (v) has read and understood the Plan documents, SunTrust Trust Agreement, Investment Policy, and PBGC Settlement Agreement of May 13, 2009.

3. CLIENT REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Client hereby represents, warrants and covenants that:

(a) LandAmerica is a "named fiduciary" (within the meaning of Section 402(c)(3) of ERISA) of the Trust with the authority to execute this Agreement and appoint the Manager as "investment manager" (within the meaning of Section 3(38) of ERISA) with respect to the Account.

(b) The information set forth in Appendix A hereto is true, correct and complete.

(c) The Trust is either (i) a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust which (A) is exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of qualifying under Section 401(a) of the Code and, if the Trust covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, that satisfies the applicable requirements of the Securities Act of 1933, as amended, or Rule 180 of the Securities and Exchange Commission thereunder, or any successor ruling, regulation or similar pronouncement, regarding participation by the Plan in a collective investment trust, (B) is maintained pursuant to a plan or trust instrument that authorizes it to participate in a common, collective or commingled trust fund, and (C) specifically or in substance and effect adopts the plan or declaration of trust or other governing instrument under which such common, collective or commingled trust fund is maintained, as a part of the Plan, or (ii) a governmental plan or unit that (A) is described in Section 818(a)(6) of the Code and (B) satisfies the applicable requirements of the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended, regarding participation by such plan in a collective investment trust.

(d) The adoption by the Trust (or the Manager on behalf of the Trust) of the Agreement of Trust establishing the MGI Trust, a copy of which is attached hereto as Exhibit A, will not conflict with any provisions of the Trust (or the Plan or another contract or agreement under which the Trust is maintained). Each Client acknowledges that it has received the confidential offering memoranda for the MGI Trust as applicable, and the Client has had adequate time to review such confidential offering memoranda. Each Client further acknowledges that the Manager's affiliate, Mercer Trust Company, is the trustee of the MGI Trust.

(e) Investment of the Account as contemplated hereunder satisfies the funding policy and the diversification and liquidity requirements of the Trust.

(f) Subject to the approval of the Bankruptcy Court, each Client has full power and authority under the provisions of the applicable instruments governing the Trust to execute, deliver and perform this Agreement on behalf of itself and the Trust, and the transactions contemplated by this Agreement are consistent with and permissible for the Trust.

(g) If at any time the Account does not consist of all of the assets of the Trust, then each Client represents, warrants and covenants that at all such times less than 10% of the assets of the Trust that are not part of the Account will be invested in “employer securities” (as defined in Section 407(d)(1) of ERISA) and/or “employer real property” (as defined in Section 407(d)(2) of ERISA).

(h) LandAmerica by itself and on behalf of the Trust hereby represent and warrant that in connection with the selection of the Manager as investment adviser (i) it has performed its own due diligence and analysis; (ii) it has read and understood the disclosures contained in the Manager’s Form ADV Part II, which discloses the Manager’s actual and potential conflicts of interest; and (iii) it has not relied upon any advice or recommendation from any affiliate of the Manager, including but not limited to Mercer Investment Consulting, or any employee thereof, to make such selection.

(i) Each Client hereby represents and warrants that it is an “accredited investor” as defined in Rule 501(a) of Securities and Exchange Commission Regulation D and a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended, for one of the following reasons: (a) the Trust is (i) a trust that forms part of one or more employee benefit plans within the meaning of Title I of ERISA that are qualified under Section 401(a) of the Code and none of the plans are established under Section 401(k) of the Code and (ii) has total assets in excess of \$25,000,000; or (b) Client is (i) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and (ii) has total assets in excess of \$25,000,000, provided, however, that in either case the Client does not permit individual plan participants or beneficiaries to direct investments of assets of the plan in the Investment Fund. Each Client understands and agrees that the Manager and Mercer Trust Company shall be entitled to rely upon the representation and warranty provided under this sub-paragraph.

4. OTHER AGREEMENTS.

(a) The Internal Revenue Service (“IRS”) has advised LandAmerica that the IRS is about to issue a determination letter regarding the qualified status of the Trust and the Plan, and LandAmerica shall provide Manager a copy of that letter as soon as it becomes available and shall keep Manager timely advised of the status of the determination letter. . Within five business days after receipt by either Client of a determination letter, ruling, court decision, written notice, or other pertinent information that the qualified status of the Trust or Plan has been, or is anticipated to be, revoked, terminated, or otherwise modified, the Client shall deliver to the Manager a copy of such determination letter, final court decree, or other evidence as the Manager may require. To the knowledge of LandAmerica, no basis exists for the qualified status

(b) Each Client hereby agrees to notify the Manager promptly of the Client becoming aware of: (i) any changes with respect to the representations, warranties and covenants set forth in Section 3 above or the information set forth in Appendix A hereto, or any circumstances that may reasonably be expected to result in any such changes; and (ii) any notifications or determinations by the Internal Revenue Service, the Department of Labor, or any other applicable Federal or state agency, with respect to, or affecting, the Trust, including without limitation the material results of any audit of the Trust, whether or not such examination purports to affect the status of the Trust as a qualified Trust.

(c) LandAmerica shall indemnify and hold harmless the Manager and its affiliates, and their respective officers, directors, agents, contractors and employees (“Indemnified Persons”), from and against any and all claims, losses, liabilities or damages (including reasonable attorneys’ fees and other related expenses) arising from or in connection with: (i) any breach of this Agreement by a Client, (ii) any inaccuracy or incompleteness of either the representations and warranties set forth in Section 3 above or the information set forth in Appendix A hereto, and (iii) any violation of applicable law (including ERISA) by a Client; provided, however, that LandAmerica shall not be required to indemnify and hold harmless the Indemnified Persons to the extent that such claims, losses, liabilities or damages result from the Manager’s negligence, bad faith, willful misconduct, breach of this Agreement or violation of applicable law; and provided further that any indemnification or other claim made hereunder by Manager against LandAmerica shall not be payable until approved and allowed as an administrative expense claim by the Bankruptcy Court, in accordance with the requirements of Section 503 of the Bankruptcy Code. Manager shall indemnify and hold harmless the Clients and their affiliates, and their respective officers, directors, agents, contractors and employees (“Client Indemnified Persons”), from and against any and all claims, losses, liabilities or damages (including reasonable attorneys’ fees and other related expenses) arising from (i) any breach of this Agreement by Manager, (ii) any inaccuracy or incompleteness of either the representations and warranties set forth in Section 2 above, and (iii) any violation of applicable law (including ERISA) by Manager; provided, however, that Manager shall not be required to indemnify and hold harmless the Client Indemnified Persons to the extent that such claims, losses, liabilities or damages result from the Client’s negligence, bad faith, willful misconduct, breach of this Agreement or violation of applicable law.

This provision will survive the termination of this Agreement.

(d) The Manager is authorized to rely on the information supplied by the Clients (or on behalf of the Client) as being accurate and complete. The Manager’s responsibilities (and any associated compensation) do not include independent verification of required information. Each Client shall promptly advise the Manager if Client has concerns about information availability or quality.

(e) Reports, analyses and other materials the Manager provides to Clients are solely for Clients' internal use. Except for Clients and their advisors who have a need to know and except as required by applicable law, such reports, analyses and other materials may not be given to or shared with anyone else, or used for any purpose other than as the Manager contemplated when the Manager originally provided them, without the Manager's prior written consent. Each Client agrees not to refer to the Manager in the press or for promotional purposes without the Manager's prior written consent. The Manager agrees not to refer to LandAmerica, the Plan or the Trust in the press or for promotional purposes without the applicable Client's prior written consent. Notwithstanding the foregoing, Manager shall be permitted to include Clients in its representative client listing.

(f) The Manager retains exclusive rights to the intellectual capital (such as methodologies, know how, models, tools, and any graphic or digitized representation of any of these) developed or possessed by the Manager prior to, or acquired during, the performance of the services hereunder. Each Client acknowledges that the investment advisor profiles, performance histories, and other information contained in the Manager's databases and reports are proprietary information of the Manager.

(g) Each Client acknowledges that, to the extent the Account is invested in the MGI Trust and the MGI Funds, any instruction by Client to Manager to liquidate any investments in the MGI Trust or the MGI Funds may not be processed on the day of receipt unless such instruction is received by Manager by 12 noon, Eastern Time, or such other time as Manager may establish from time to time, by written notice to Clients.

(h) Each Client hereby understands and agrees that, in respect of the MGI Long Duration Fixed Income Portfolio under the MGI Collective Trust (the "Long Duration Portfolio"), (i) the Manager and Mercer Trust Company intend to rely on registration exemptions available to privately offered commodity pools and their operators who restrict participation in the pool to certain types of "qualified eligible persons" as defined in the Commodity Futures Trading Commission rules. Accordingly, neither the Manager nor Mercer Trust Company is required to provide unit holders in the Long Duration Portfolio with a Disclosure Document or certified Annual Report meeting the specific criteria set forth in the Commodity Exchange Act, as amended and the rules and regulations adopted thereunder.

(i) PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS ACCOUNT DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMODITY FUTURES TRADING COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMODITY FUTURES TRADING COMMISSION HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR THIS ACCOUNT DOCUMENT.

5. COMPENSATION TO BE PAID TO THE MANAGER.

(a) LandAmerica and/or the Plan will cause to be paid to the Manager from Plan assets as compensation for the Manager's services rendered, for the facilities furnished and for the expenses borne by the Manager pursuant to this Agreement, a fee computed and paid in accordance with Appendix C to this Agreement. If and to the extent such fees are not paid from the Plan assets in accordance with this Agreement, subject to the requirements of Section 503 of the Bankruptcy Code, Manager may seek payment of such fees from LandAmerica. To the extent assets of the Account are invested in a fund under the MGI Trust, the Manager shall be responsible for paying, directly or indirectly: (i) the trustee of the MGI Trust for the trustee and custody services it provides to the MGI Trust; (ii) the subadvisors of the MGI Trust for the services they render as subadvisors to the MGI Trust; and (iii) any investment advisory fees associated with mutual funds or other collective investment funds (other than cash sweep vehicles) in which such fund is invested and which are not advised by the Manager or its affiliates. The Manager will not be responsible for paying any management fees associated with cash sweep vehicles used by the MGI Trust. To the extent the Plan's assets are invested directly or indirectly in the MGI Trust or the MGI Funds, any investment advisory fees paid to Manager or its affiliates by such Trust or Funds in connection with such investments shall be used to reduce the amounts otherwise payable to Manager by the Plan hereunder.

(b) Either Client may cause compensation to be paid to the Manager from the Plan's assets.

6. ASSIGNMENT; AMENDMENTS OF THIS AGREEMENT.

This Agreement may not be assigned (as defined under the Advisers Act) without the written consent of both parties hereto. This Agreement may be amended only by a written instrument signed by the Manager and the Clients.

7. EFFECTIVE PERIOD AND TERMINATION OF THIS AGREEMENT.

This Agreement shall become effective upon entry of an order, satisfactory to the parties in each of their reasonable discretion, approving the Agreement by the Bankruptcy Court following execution of the Agreement by all parties, and shall remain in full force and effect continuously thereafter until terminated, without the payment of any penalty by any party, on 30 days prior written notice to all other parties. Upon entry of the Approval Order (defined below), the parties may exercise their rights under this Section 7 without further order from, or notice to, the Bankruptcy Court.

The Agreement shall not terminate solely due to the dissolution of LandAmerica. This Agreement will terminate immediately should there be no named fiduciary of the Trust (within the meaning of Section 401(c)(3) of ERISA). In such case the Manager will take reasonable steps to assist the Custodian with respect to record keeping and other administrative matters.

8. STANDARD OF CARE.

The Manager acknowledges that it is acting as a fiduciary under ERISA with respect to the Account and will be responsible for managing the Account in good faith and in accordance with applicable law, including ERISA. The Manager will exercise its duties, responsibilities and powers with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Manager will not be liable for: (a) any losses, damages or expenses incurred as a result of any action or omission by any custodian or other third party except to the extent the Manager is imprudent in the selection and retention of such custodian or other third party; (b) any act or omission of a Client, the trustee or any other fiduciary of the Plan (except as expressly provided in subsection (a) above); or (c) any loss sustained by the Account by reason of the purchase, retention, sale or exchange of any investments in good faith and in accordance with the provisions of this Agreement and of any applicable Federal law. Without limiting the generality of the foregoing, but subject to applicable law, the Manager shall not be liable for any losses to the Account resulting from the disposition of any investment which shall have been made by a predecessor investment manager or by any other person authorized to invest assets of the Plan, or for the retention thereof if the Manager is unable to dispose of such investment or property because of any Federal or state securities laws restrictions, or its unmarketable or illiquid nature, or if an orderly liquidation is impracticable under prevailing conditions. Under no circumstances shall the Manager be liable to a Client or any third party for special, punitive or consequential damages, arising under or in connection with this Agreement, even if previously informed of the possibility of such damages. Notwithstanding the foregoing, Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which a Client may have under applicable laws.

9. BANKRUPTCY

Notwithstanding anything to the contrary in this Agreement, if the Clients fail to provide the Manager with payment of undisputed fees due and payable in excess of one (1) month's fees while LandAmerica is a debtor-in-possession under the Bankruptcy Code, the Manager shall be entitled to suspend its performance hereunder of Services seven (7) days after providing the Clients with written notice of the Manager's intent to suspend, without any liability to you and without further notice to, or order from, any applicable court with jurisdiction over the matter, including, without limitation, the Bankruptcy Court. Subject to the satisfaction of the requirements of Section 503 of the Bankruptcy Code and the approval of the Bankruptcy Court, the Manager shall be entitled to an administrative priority claim for any and all amounts due and payable from LandAmerica to the Manager under this Agreement while LandAmerica is a debtor-in-possession under the Bankruptcy Code.

10. BANKRUPTCY COURT APPROVAL

Promptly after the execution of this Agreement, LandAmerica will file a motion (the "Approval Motion") in its Chapter 11 Case, upon proper notice to creditors, seeking an order (the "Approval Order") (i) authorizing LandAmerica to enter into this Agreement, as amended

and extended from time to time, and (ii) approving this Agreement. This Agreement will be attached as an exhibit to the Approval Motion.

Unless expressly waived in writing by each party to this Agreement, this Agreement and the transactions contemplated hereunder shall not become effective until the Bankruptcy Court enters the Approval Order in a form satisfactory to the parties in each of their reasonable discretion.

Failure of the conditions set forth under this Section 10 to occur on or before August 31, 2009 (the "Approval Deadline") shall constitute cause for any party to declare this Agreement to be null and void, but only by providing written notice to all parties within five days after the Approval Deadline. If the Agreement is declared null and void in accordance with the terms of this Section 10, the parties shall retain all rights, remedies, defenses, obligations and liabilities existing as of the date immediately prior to the execution of this Agreement.

11. AUTHORIZED PERSONS.

Each Client will from time to time certify to the Manager the name of the person or persons authorized to act or give instructions on its behalf and will give the Manager a specimen of his, her or their signatures. Any person so certified will be an authorized representative of the Client for purposes of this Agreement and his, her or their authority to act on behalf of the Client will continue until notice to the contrary is given by the Client and received by the Manager.

12. NON-EXCLUSIVITY OF SERVICES.

Each Client understands that the Manager, each subadvisor, and their respective affiliates may furnish and may continue to furnish investment management and advisory services to others, and that the Manager, each subadvisor, and their respective affiliates shall be at all times free, in their discretion, to make recommendations to, and investments for, others which may not correspond to investments made for the Account. Each Client further understands that the Manager, each subadvisor, and their respective affiliates, officers, directors, members, employees or any member of their families may or may not have an interest in the securities the purchase and sale of which the Manager or a subadvisor effects for the Account. Actions taken by the Manager or a subadvisor on behalf of the Account may be the same as, or different from (i) actions taken by the Manager or the subadvisor on its own behalf or for others, and (ii) actions taken by the respective affiliates, officers, directors, members, or employees, of the Manager or any subadvisor, the family members of such persons or other investors.

13. APPLICABLE LAW.

This Agreement shall be construed in accordance with applicable federal law and the laws of the State of New York, to the extent not preempted by federal law.

14. DISPUTES.

Each party to this Agreement, by its execution hereof, (i) hereby irrevocably submits to the exclusive personal jurisdiction of the Bankruptcy Court (to the extent it has subject matter

jurisdiction) and of the United States District Court for the Southern District of New York (but only to the extent the Bankruptcy Court lacks subject matter jurisdiction) (or, if notwithstanding the provisions of this Section, neither the Bankruptcy Court nor the United States District Court for the Southern District of New York has subject matter jurisdiction, the state courts of the State of New York located in the City of New York) for the purpose of any and all disputes, claims, controversies or disagreements (each a "Legal Action") between the parties relating to or arising in whole or in part under or in connection with this Agreement or the subject matter of this Agreement, (ii) hereby waives and agrees not to invoke, by way of motion, as a defense or otherwise, in any such legal action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such legal action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens or inconvenient forum, or should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court, and will not assert that venue should properly lie in any other location, and (iii) hereby agrees not to commence any such Legal Action other than before the above named courts.

EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

15. NOTICES.

Unless otherwise specified in this Agreement, notice will be in writing and be deemed to have been given (i) when received, if delivered in person, (ii) when delivered by a nationally, or internationally, as the case may be, recognized overnight courier service, (iii) when delivered by telegram, telecopy or telex; provided, however that a notice or communication so delivered will be effective only if such notice or communication is also delivered by hand or deposited in the mail, first class (or air mail if the recipient is in another country), postage prepaid, addressed as follows, not more than three business days after its delivery by telegram, telecopy or telex, or (iv) five business days after being deposited in the mail, first class (or air mail if the recipient is in another country), postage prepaid, addressed as follows:

If to LandAmerica:

LandAmerica Financial Group, Inc.
5600 Cox Road
SRC West
Glen Allen, VA 23060

Attn: Ronald Ramos, Senior Vice President

If to the Manager:

Mercer Global Investments, Inc.
99 High Street
Boston, MA, 02110
Attention: Client Service

If to the Plan:

LandAmerica Cash Balance Plan c/o
LandAmerica Financial Group, Inc.
5600 Cox Road
SRC West
Glen Allen, VA 23060
Attn: Sarah T. Jones, Benefits Manager

or to such other address as any of the above will hereafter furnish in writing to the other in accordance with this Agreement, provided that notice of such other address will be effective only upon receipt thereof. All oral communications shall be confirmed in writing.

16. SEVERABILITY OF PROVISIONS

If any provision or portion of any provision of this Agreement, or the application of any such provision or portion to any person or circumstance, shall be invalid or unenforceable, the remaining provisions of this Agreement or the remaining portion of such provision, and the application of such provision or portion to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby.

17. FORM ADV, PART II

The Clients acknowledge receipt of Manager's Form ADV Part II. If a Client has not received Manager's Form ADV Part II within 48 hours prior to the date of execution of this Agreement, the Client shall have a right to terminate this Agreement without penalty within five (5) days of the execution of this agreement.

18. MISCELLANEOUS


This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which shall be considered the same instrument.


* * * * *


IN WITNESS WHEREOF, Clients and the Manager have each caused this instrument to be signed in duplicate on its behalf by its duly authorized representative, as of the day and year first above written.

LANDAMERICA FINANCIAL GROUP,
INC.

MERCER GLOBAL INVESTMENTS, INC.

By: 
Name: Ronald Ramos
Title: Senior Vice President

By: 
Name: Rich Joseph
Title: Chief Operating Officer

LANDAMERICA CASH BALANCE PLAN	
	
By:	_____
Name: G. William Evans	
Title: Chief Financial Officer	

APPENDIX A

TRUST INFORMATION

(All information must be fully completed.)

Name of Trust:

EIN: _____

1. Name and address of the Named Fiduciary:

LandAmerica Financial Group, Inc.
5600 Cox Road
SRC West
Glen Allen, VA 23060

2. (A) Name of each Plan with assets held by the Trust, and, with respect to each such Plan, (B) the name, address, and taxpayer identification number of the sponsoring employer of such Plan (as appearing on IRS Forms 5500 filed with respect to such Plan), and (C) the three-digit identification number of such Plan:

(A) LandAmerica Cash Balance Pension Plan
(B) LandAmerica Financial Group, Inc., 5600 Cox Road, SRC West, Glen Allen, VA 23060, EIN: 54-1589611
(C) 001

(Please provide an attachment for additional Plans.)

3. The following is a list of each person or entity who has the authority to (i) appoint or terminate the Manager as a manager of the Trust's assets, or (ii) negotiate the terms of this Agreement (including renewals or modifications hereof):

Authorizing Person/Entity: Ronald Ramos, Senior Vice President

Address: 5600 Cox Road, SRC West, Glen Allen, VA 23060

Authorizing Person/Entity: _____

Address: _____

Authorizing Person/Entity: _____

Address: _____

(Please provide an attachment for additional authorizing persons or entities.)

4. The following is a list of all "employer securities" (as defined in Section 407(d)(1) of ERISA) with respect to any of the Plans and, except as expressly noted to the contrary, each Client represents and warrants that each such "employer security" is a "qualifying employer security" (as defined in Section 407(d)(5) of ERISA):

5. A certificate of incumbency of LandAmerica is attached hereto as Exhibit I.
6. A certified list of the persons authorized to act or give instructions to the Manager on behalf of Clients, along with specimen signatures, is attached hereto as Exhibit II.
7. A completed Form W-9 with respect to the Trust is attached hereto as Exhibit III.
8. A certified list of the persons from the Manager authorized to act or give instructions to the Plan's trustee/custodian on behalf of the Clients, along with specimen signatures, is attached hereto as Exhibit IV.
9. If applicable, an executed MGI Collective Trust Adoption Agreement is attached hereto.

Each Client agrees to promptly notify the Manager if any information contained in this Appendix A, or any exhibits hereto, ceases to be true, accurate or complete.

EXHIBIT I TO APPENDIX A

[On LandAmerica letterhead]

I, Ronald Ramos, do hereby certify that I am Senior Vice President of the LandAmerica Financial Group, Inc., the sponsor of the LandAmerica Cash Balance Plan (the "Plan"), a qualified retirement benefit plan;

Further, I certify that Ronald Ramos, Senior Vice President is an authorized signatory for the Plan;

Further, that Ronald Ramos is authorized for and on behalf of the Plan to execute the Investment Management Agreement and any related documents to effectuate the investment.

Further, I certify that the following represents Ronald Ramos true and actual signature:

Ronald Ramos, Senior Vice President

Further, I certify that the foregoing is in full force and effect at the date hereof.

This Certificate is dated as of the _____ day of _____, 200__.

[NAME]
[TITLE]

EXHIBIT II TO APPENDIX A

[LandAmerica letterhead]

Authorized Signers

May , 2009

Re: Authorized Signers –

Dear Mercer Global Investments,

The following individuals are authorized to direct Mercer Global Investments, Inc. (Mercer) on behalf of LandAmerica Cash Balance Pension Plan (the Plan), as contemplated in the Investment Management agreement among Mercer, LandAmerica and the Plan.

Ronald Ramos, Senior Vice President

(Print Name and Title)

(Signature)

(Print Name and Title)

(Signature)

(Print Name and Title)

(Signature)

(Print Name and Title)

(Signature)

Sincerely,

Authorized Signer

EXHIBIT III TO APPENDIX A

Form W-9

EXHIBIT IV TO APPENDIX A

[LandAmerica letterhead]

Manager's Authorized Signers

May , 2009

SunTrust
TRUSTEE

Re: Authorized Signers –

Dear Name,

The following individuals at Mercer Global Investments, Inc. (Mercer) are authorized to direct investment transactions on behalf of LandAmerica Cash Balance Pension Plan (the Plan), as contemplated in the Investment Management agreement among Mercer, LandAmerica and the Plan.

Christopher Ray, CFA
Head of U.S. Investments
(Print Name and Title)

(Signature)

Manny Weiss, CFA
Portfolio Manager
(Print Name and Title)

(Signature)

Wilson Berglund, CFA
Senior Analyst
(Print Name and Title)

(Signature)

Sincerely,

Authorized Signer

APPENDIX B

Initial Investment Guidelines

MGI Collective Trust/MGI Funds

Manager shall invest substantially all of the assets of the Account in one or more investment funds established under the MGI Collective Trust and/or the MGI Funds.

Pending Investments

Manager may invest assets of the Account that are pending investment in the MGI Trust, and/or the MGI Funds until such time as such assets are invested therein, in one or more money market mutual funds or other similar short-term investment.

The Manager acknowledges that LandAmerica intends, in accordance with its Settlement Agreement with the PBGC and Creditors Committee, dated May 13, 2009, to use reasonable best efforts to effectuate a standard termination of the Plan and desires to implement an Investment Policy consistent with that goal. Such Investment Policy shall be developed by the Manager and reviewed and approved by LandAmerica prior to implementation.

APPENDIX C

Investment Management Fees

Fee Pursuant to Section 5(a) of Agreement

The compensation paid to MGI under the IMA is based upon an annual fee which is accrued daily and paid to MGI on a quarterly basis, payable in arrears within 30 days following the rendering of the invoice with respect to the quarter to which they relate. The annual rate is 0.39% of assets under management.

Each day the value of the plan assets is calculated and the daily fee accrued using the formula $(0.0039 / (\text{number of days in year}) \times \$\text{AUM})$.

At each calendar quarter end, the total amount of fees accrued over the quarter is summed. After deducting MGI management fees earned from the client assets invested in MGI mutual funds, the net amount (gross fee less fee from mutual funds) is then invoiced to the plan.

The above-stated fee is based on a minimum account size of \$160 million and a targeted asset allocation as approved by the Clients as of the date of this Agreement. Manager reserves the right to renegotiate the above-stated fee in the event that the Clients change such asset allocation. Any changes to the above-stated fee would be based upon the mix of assets under management but in no event will the fee exceed 0.50% of assets under management.

Exhibit D

Fiduciary Agreement



LandAmerica Financial Group, Inc.
5600 Cox Road
Glen Allen, VA 23060
Phone (804) 267-8000 Fax (804) 267-8836
www.landam.com

July 10, 2009

Fiduciary Counselors Inc.
700 12th St. N.W.
Suite 700
Washington, DC 20005

Attn: Nell Hennessy

Re: LandAmerica Cash Balance Plan

Dear Nell:

This letter agreement (the "Agreement") confirms the understanding and agreement between Fiduciary Counselors Inc. ("Fiduciary Counselors ") and LandAmerica Financial Group, Inc., ("LandAmerica") as sponsor and named fiduciary of the Plan identified above.

RECITALS

LandAmerica sponsors a defined benefit pension plan (the "Cash Balance Plan" or "Plan") subject to Title IV of the Employee Retirement Income Security Act of 1974 ("ERISA") that is within the jurisdiction of the Pension Benefit Guaranty Corporation ("PBGC"). SunTrust is the trustee of the Cash Balance Plan. LandAmerica is the Cash Balance Plan's "administrator" within the meaning of section 3(16) of ERISA, 29 U.S.C. § 1002(16). Plan administrative duties and day-to-day operations of the Cash Balance Plan are presently performed by Company staff and other retained professionals.

Benefits under the Cash Balance Plan are based on a participant's Retirement Account, with special rules for Transition Employees (senior pre-1999 participants in the Lawyers Title or Commonwealth pension plans). Effective December 31, 2004, the Cash Balance Plan ceased Compensation Credits to the Retirement

Accounts of all participants. In 2005, the Cash Balance Plan ceased additional benefit accruals by Transition Employees under prior pension plans.

On November 26, 2008, LandAmerica filed a voluntary petition for relief under chapter 11 of the U.S. Bankruptcy Code, 11 U.S.C. Section 101 *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division. Following the filing, the Cash Balance Plan has not paid lump sum distributions other than lump sum distributions where a terminated participant's benefit equals \$5,000 or less. On June 19, 2009, Mercer, the Cash Balance Plan's enrolled actuary, certified that the Cash Balance Plan had an Adjusted Funding Target Attainment Percentage of 105.06% as of January 1, 2009. Accordingly the Cash Balance Plan expects to resume making lump sum distributions in accordance with plan terms.

Upon confirmation of LandAmerica's Chapter 11 plan of liquidation, it is expected that LandAmerica will be dissolved, an event likely to occur in late 2009 at the earliest. However, it is likely that the Cash Balance Plan will not be terminated before LandAmerica's dissolution. LandAmerica has determined that it is therefore appropriate and desirable to retain Fiduciary Counselors to exercise the responsibilities specified in this Agreement vis-à-vis the Plan.

In consideration of the foregoing premises and the mutual undertakings set out below, the parties agree as follows:

1. Scope of Engagement.

Fiduciary Counselors shall:

- Perform the obligations of a plan administrator under ERISA § 3(16), 29 U.S.C. § 1002(16), following dissolution of the Debtors;
- Become the named fiduciary under the Cash Balance Plan;
- Monitor the performance of other fiduciaries and service providers of the Cash Balance Plan, including entities providing trustee, investment management, administrative, and other services, and take necessary or appropriate action to instruct, direct, replace or appoint fiduciaries and service providers to the Cash Balance Plan for the proper administration of the Cash Balance Plan and payment of benefits during the continuation of the Cash Balance Plan;
- Take necessary and appropriate action to maintain the Cash Balance Plan as a tax-qualified pension plan in accordance with the Internal Revenue Code and ERISA during the continuation of the Cash Balance Plan;

- Cooperate with and take appropriate action concerning the Bankruptcy Court, PBGC, and other parties, in accordance with law and the duties of a plan administrator of the Cash Balance Plan;
- Effectuate a standard termination of the Cash Balance Plan if plan assets are sufficient or a distress termination if assets are not sufficient for a standard termination;
- Review with the appropriate fiduciaries and investment advisers the retention and replacement of investment funds, including the selection of investment funds;
- Review with the appropriate fiduciaries and investment advisers the most appropriate selection of a range of investment funds among investment categories, and see that appropriate investment policies, strategies, procedures and guidelines are maintained as needed;
- Monitor the adherence of the Cash Balance Plan's investments to its investment philosophy;
- Take appropriate action, with appropriate fiduciaries and investment advisers, on any perceived need to change investment funds, as well as any changes in the risk profile of investments, with the objective of carrying out a standard termination of the Cash Balance Plan, if possible; and
- Amend the Plan or the Trust to the extent necessary to effectuate any of the above tasks.

2. Capacity of Engagement.

- A. Fiduciary Counselors confirms that it is (and shall continue to be during the term of its engagement hereunder) an "investment adviser" within the meaning of the Investment Advisers Act of 1940, and further acknowledges that, with respect to its duties pursuant to Section 1, it is a fiduciary as defined in Section 3(21) of ERISA.
- B. Fiduciary Counselors and LandAmerica acknowledge and agree that Fiduciary Counselors shall not be responsible or liable for the following and that the subject matter of the engagement pursuant to Section 1 shall not include any of the following: (i) determining whether the subject matter of this Agreement conforms to the terms of any Plan or Trust document; (ii) evaluating or advising on acts, omissions or conditions regarding the Plan concerning any time prior

to the date of this Agreement; (iii) advising on other alternatives, courses of action or any matter other than those described in Section 1; (iv) acts or omissions of fiduciaries or persons other than Fiduciary Counselors and its agents; (v) losses, claims, damages, fees, expenses, judgments, settlements or the like arising from matters outside the scope of services Fiduciary Counselors has agreed to render hereunder; or (vi) valuing any assets of any Plan or the Trust, except to the extent that Fiduciary Counselors deems such necessary to carry out its responsibilities under this Agreement.

3. Standard of Conduct.

Fiduciary Counselors shall act for the exclusive benefit and in the sole interest of the Plan and its participants and beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

4. Information to be Furnished.

A. LandAmerica has provided or will provide Fiduciary Counselors with copies of the current Plan and Trust documents including all amendments thereto as well as (i) the current summary plan description; (ii) any disclosures provided to Plan participants and beneficiaries regarding the Plan; (iii) the Plan's investment policies; (iv) copies of the Plan's most recent Form 5500 filings and trust statements; (v) copies of Plan procedures; (vi) any schedule of authorizations or similar document, including who has authority to amend the Plan; (vii) copies of minutes of any committees involved in administering the Plan; and (viii) all other financial and other information regarding the Plan reasonably requested by Fiduciary Counselors. In the future, LandAmerica will provide Fiduciary Counselors with (i) updated versions of the documents described in the preceding sentence; and (ii) all other information as Fiduciary Counselors may reasonably request in order for Fiduciary Counselors to perform its obligations hereunder, including reasonable access to internal staff and outside professionals engaged by LandAmerica or the Plan. LandAmerica represents that the information that is provided will be accurate and complete in all material respects to the best of its knowledge, and timely provided. Fiduciary Counselors shall be entitled to rely upon and assume the accuracy and completeness of such information.

B. Fiduciary Counselors has provided LandAmerica with a copy of its most recent ADV Part II and will provide LandAmerica with updated versions of the ADV Part II as they are prepared annually. Fiduciary Counselors represents that the information that is provided will be accurate and complete in all material respects to the best of its knowledge, and timely provided. LandAmerica consents to electronic delivery of the ADV Part II.

5. Fees and Expenses.

A. As compensation for the services to be rendered by Fiduciary Counselors in connection with the Agreement, the Plan shall pay to Fiduciary Counselors a fee of \$200,000 to be paid upon execution of the Agreement for the first six (6) months and \$ 75,000, for each six (6) month period thereafter.

B. The Plan agrees to pay the following fees and expenses on behalf of Fiduciary Counselors:

- reasonable and necessary out-of-pocket expenses which are incurred by Fiduciary Counselors in connection with the services contemplated by this Agreement for travel, lodging, overnight mail and similar costs; and
- reasonable fees and expenses for legal advisors and financial and other experts as Fiduciary Counselors reasonably determines are necessary or appropriate in connection with performing the services specified in Section 1 of this Agreement.

C. In the event of termination of this Agreement, all future payment obligations (other than for payments that have come due under Subsection A and any fees and expenses already incurred under Subsection B) shall cease. Except in the event LandAmerica and the Plan terminate the Agreement for Cause, Fiduciary Counselors shall not be obligated to refund all or any portion of a payment previously made.

D. For purposes of this Agreement, "Cause" shall mean a material breach of this Agreement that is not cured within a thirty (30) day period after receiving written notice of the breach.

E. Notwithstanding Subsection C, the Plan agrees to pay the normal hourly rates in the event that Fiduciary Counselors, its principals, officers, employees or agents are called upon after termination of this Agreement to perform additional services, including but not limited to serving as

consultants or witnesses in litigation.

F. Subject to Fiduciary Counselors' compliance with Section 503 of the Bankruptcy Code and subject also to prior Bankruptcy Court approval for any specific payment requested by Fiduciary Counselors, LandAmerica shall pay any fees or expenses not paid by the Plan. Notwithstanding the foregoing but subject to the other provisions of this Agreement, LandAmerica shall, in the Bankruptcy Court order approving this Agreement, seek authority to make payment to Fiduciary Counselors, in LandAmerica's business judgment and without further order, in an individual payment amount up to \$75,000, and up to \$200,000 in aggregate payments in any twelve-month period, for fees, expenses, and other amounts that may become payable hereunder but which are not paid by the Plan.

6. Invoices.

Invoices may be submitted by e-mail or other electronic means acceptable to the Plan, LandAmerica and Fiduciary Counselors. Invoices should be sent to:

Michelle H. Gluck
Executive Vice President and Chief Legal Officer
LandAmerica Financial Group, Inc.
5600 Cox Road
Glen Allen, VA 23060
Phone: 804-267-8383
Email: mgluck@landam.com

LandAmerica will notify Fiduciary Counselors and its counsel if the person to whom the invoices should be sent changes.

7. Representations.

The individuals signing this Agreement, represent and warrant that they are authorized to enter into this Agreement on behalf of their respective parties; and that, following the approval of the Bankruptcy Court, it will be the legal, binding obligation of each party. Fiduciary Counselors represents that it is not disqualified pursuant to Section 411 of ERISA; that, to the best of its knowledge, it has not breached any of the fiduciary responsibility provisions of ERISA; and that employees of Fiduciary Counselors who are assigned to this project are qualified by experience, training, or education to perform the services required hereunder in a competent fashion.

8. Successors and Assigns.

The provisions of this Agreement will inure to, and be binding upon, the successors and assigns of LandAmerica, the Plan and Fiduciary Counselors, except that Fiduciary Counselors will not assign its obligations to perform services hereunder to any other party except an affiliate without the prior consent of LandAmerica.

9. Entire Agreement.

The provisions of this Agreement represent the entire understanding of the parties with respect to the duties and responsibilities of Fiduciary Counselors concerning this Agreement, and this Agreement supersedes all prior oral or written agreements or understandings between the parties concerning the subject matter of this Agreement.

10. Amendments.

This Agreement may be amended only by a written instrument executed by the parties hereto.

11. Termination.

Either party may terminate this Agreement upon 60 days written notice or in accordance with Subsection 5(D) if the termination is for Cause. Upon termination of this Agreement, LandAmerica will assume the responsibilities of Fiduciary Counselors unless a successor independent fiduciary has been appointed. The provisions of Sections 5, 7, 8, 12, 14, 15, 16 and 17 shall survive the termination of this Agreement.

12. No Personal Liability.

The obligations of LandAmerica, the Plan and Fiduciary Counselors are solely corporate obligations, and no officer, director, employee, agent, shareholder, or controlling person of either party or any of its affiliates will be subject to any personal liability whatsoever in connection with this Agreement except as otherwise required by law.

13. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

14. Effective Date and Governing Law.

This Agreement will be effective upon entry of an order approving the Agreement by the Bankruptcy Court following execution by both parties and shall be governed by and construed in accordance with the laws of the District of Columbia to the extent not preempted by the laws of the United States of America.

15. Indemnification.

The Plan will indemnify Fiduciary Counselors and hold it and each of its officers, directors, principals, agents, contractors, shareholders and employees (individually, an "Indemnified Party") harmless against any and all losses, claims, damages or liabilities, including reasonable legal fees and expenses, (collectively, "Losses") to which any Indemnified Party may become subject arising in any manner in connection with the performance of Fiduciary Counselors' duties or responsibilities of under this Agreement, except that such Indemnified Party will not be so indemnified to the extent a court of competent jurisdiction or arbitrator determines in a final, non-appealable order that such Losses have resulted from the breach of fiduciary duty, bad faith, negligence, fraud or willful misconduct of an Indemnified Party or breach of this Agreement by Fiduciary Counselors. To the extent the Plan does not satisfy a valid indemnification claim of an Indemnified Party under the foregoing sentence, subject to Section 503 of the Bankruptcy Code and subject also to prior approval of the Bankruptcy Court for any specific indemnification payment requested by an Indemnified Party (with the exception of an indemnification payment to Fiduciary Counselors that falls within the parameters of the last sentence of Section 5(F) above), LandAmerica shall satisfy such indemnification claim. Pursuant to the foregoing indemnification, the Plan will, upon notice, advance or pay within 30 days of billing to, or on behalf of, any Indemnified Party, all reasonable outside counsel attorneys' fees and other expenses and disbursements relating to the defense of an Indemnified Party as they are incurred.

If any Indemnified Party receives notice of the assertion of any claim or of the commencement of any action or proceeding involving the Indemnified Party, in any capacity, that arises in any manner in connection with the performance of the duties of Fiduciary Counselors under this Agreement (a "Claim"), the Indemnified Party will give prompt written notice thereof, although failure to do so will not relieve from any liability hereunder or otherwise except to the extent such failure prejudices LandAmerica's rights. Each Indemnified Party will have the right to employ separate counsel at the Plan's expense, to represent the Indemnified Party in connection with any

Claim if the Indemnified Party reasonably asserts that common representation with other Indemnified Parties would present a conflict, but all Indemnified Parties shall use one single counsel where no conflicts arise. Except to the extent necessary to avoid a conflict, the Indemnified Party and the LandAmerica on behalf of the Plan shall jointly direct such representation. Both parties will cooperate in good faith in the Indemnified Party's defense of any Claim. Without the prior written consent of LandAmerica, the Indemnified Party will not enter into any settlement relating to any Claim that would create any financial or other obligation or admission of liabilities on the part of LandAmerica under this Agreement or otherwise. Without the prior written consent of the Indemnified Party, neither LandAmerica nor the Plan will enter into any settlement relating to any Claim that would lead to liability or create any financial or other obligation or admission of liability on the part of the Indemnified Party.

If during the period of, or subsequent to the termination of, this Agreement, any Indemnified Party is required to participate in any legal or other proceeding (other than as a named party to such proceeding) in connection with this Agreement, the Plan will compensate the Indemnified Party for such services or time required at the Indemnified Party's per diem rates then in effect, plus any reasonable outside counsel legal fees and out-of-pocket expenses incurred to the same extent and in the same manner as specified hereinabove.

16. Liability of Fiduciary Counselors.

If a court of competent jurisdiction or an arbitrator determines in a final, non-appealable order that Fiduciary Counselors or another Indemnified Party has committed a breach of fiduciary duty, bad faith, negligence, fraud or willful misconduct or breach of this Agreement (each a "Breach"), Fiduciary Counselors will liable to the Plan and LandAmerica for any damages resulting from such Breach.

17. Arbitration.

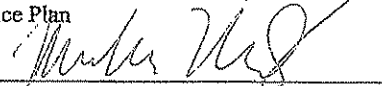
Any controversy, claim or dispute which arises from or relates to this Agreement or services rendered or to be rendered by Fiduciary Counselors, shall be determined exclusively by submission to mandatory, binding arbitration, instead of by a lawsuit or resort to court action. Any arbitration proceeding under this Agreement shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) and governed by the Federal Arbitration Act pertaining to binding arbitration. The parties will cause a single arbitrator to be selected under the AAA's

commercial arbitration rules and the cost of the arbitrator's fees shall be split evenly between the parties. However, the prevailing party is entitled to recover such fees from the party not prevailing. The arbitrator's decision shall be conclusive, final and binding upon the parties. Judgment on the decision may be entered in any court of competent jurisdiction. Neither party may seek an appeal or review of the arbitrator's decision. Any arbitration proceeding under this Agreement shall be held in Washington, D.C. Notwithstanding the foregoing, to the extent the Bankruptcy Court has subject matter jurisdiction relating to such controversy, claim or dispute, the parties hereby consent to exclusive personal jurisdiction in the Bankruptcy Court for the resolution by litigation of such dispute.

If the foregoing terms correctly reflect the understanding and agreement between the parties, please execute the enclosed copy of this letter on behalf of Fiduciary Counselors and return it to the undersigned.

Very truly yours,

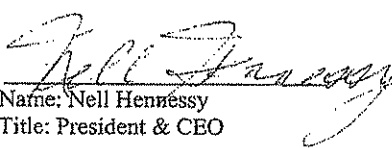
LandAmerica Financial Group, Inc.
As sponsor and named fiduciary for the Cash Balance Plan

By: 
Michelle H. Gluck
Executive Vice President and
Chief Legal Officer

Date: July 9, 2009

Acknowledged and Agreed to by Fiduciary Counselors:

Fiduciary Counselors Inc.

By: 
Name: Nell Hennessy
Title: President & CEO

Date: July 10, 2009