

Schedule 1.5

2008 E&O Policy

LandAmerica 12/31/07-12/31/08			
E&O/Crime Insurance Program Tower Insurer Limit Coverage			
Policy	Insurer	Limit	Coverage
Primary	Ace	\$20m in excess of SIR	Prof. Liability
1 st Excess	Lloyd's	\$20m in excess of \$20m	Crime/Prof. Liability
2 nd Excess	Lloyd's	\$30m in excess of \$20m / \$40m	Crime/Prof. Liability
TOTAL LIMITS		\$50m Crime / \$70m Misc. Prof. Liability	

Schedule 1.9

Potential Respondents to ARS Litigation

Citigroup, Inc.

SunTrust Banks, Inc.

Royal Bank of Canada

RBC Dain Rauscher, Inc./RBC Capital Markets

Citigroup Global Markets Inc.

MorganStanley SmithBarney

SunTrust Robinson Humphreys, Inc.

Schedule 1.15
Asset Sale Escrow Account

Account Name	Bank	Account Number	Balance¹
Escrow Agreement by and between Branch Banking and Trust Company and LandAmerica Financial Group, Inc.	Branch Banking and Trust Company	xxxxxx1058	\$11,086,698.00

¹ Balance is as of September 30, 2009.

Schedule 1.18

Auction Rate Securities

Security Name	CUSIP	Frequency	Interest Rate	Ownership position (in millions)
Brazos Higher Education Ser 2007-I-B-1	10620NBX5	7 days	2.16%	\$20.0
PHEAA Ser 2002 U	709163DH9	28 days	0.00%	\$18.0
GCO Ed Loan Funding Tr I Fp 05-2 B-4AR	36156HAR9	28 days	2.76%	\$15.0
Brazos H.E.A. Fp 04-I-B-1	106238KQ0	28 days	2.20%	\$15.0
Edinvest Company Ser 2005B-1	280850AF5	28 days	2.70%	\$12.7
GCO Education Loan Trust Ser B3AR	36156YAK7	28 days	1.98%	\$11.4
Panhandle Plains HEA Fp 03 B-1	698476DL9	28 days	2.01%	\$10.0
K-2 Student Loan	48273VAG5	28 days	1.97%	\$10.0
Brazos H.E.A. Fp 2005-I-B-3	10620NAL2	28 days	2.20%	\$10.0
Brazos S.F.C. 06 B-1 (DBRS A)	10623PDK3	28 days	1.53%	\$10.0
GCO Education Loan Trust I 2005-1 B-3AR	36156HAM0	28 days	2.76%	\$10.0
ALG Student Loan Trust II Ser 2007-1B-1	001621AJ0	28 days	1.63%	\$10.0
ALG Student Loan Trust II Ser 2007-1B-2	001621AK7	28 days	0.00%	\$10.0
Eduations Loans Inc. Ser 2004-D-1	280907BS4	28 days	2.32%	\$10.0
GCO Education Loan Trust II Series B2AR	36156YAJ0	28 days	1.98%	\$10.0
Mississippi HEAC Fp 00-B1	605354EB1	28 days	2.18%	\$5.0
Edinvest Company Ser 2003B-1	280850AB4	28 days	2.90%	\$5.0
Panhandle Plains Sfc 01 B-1	69847RAC6	28 days	2.79%	\$5.0
PHEAA Ser. 2005-1 B-1	71722TAL8	28 days	2.56%	\$3.3
GMAC ELF Ser 2003 B-2 AR	36156HAH1	28 days	2.76%	\$1.3
Total Auction Rate Securities				\$201.7

Schedule 1.34
Commingled Exchange Principal Claims

Exchange Customer	Amount
1220 and 1222 W. 5th Street, LLC	\$176,640.61
135th St. Realty Corp.	\$502,172.46
254 Realty Management, LLC	\$819,883.67
26 Letan, DKTHX	\$100.60
26 Letan, DKTHX	\$100.55
2829 Cedar Associates	\$216,517.95
5425 North Federal, LLC	\$13.50
5930/40, LP	\$1,922,818.57
A & R Properties, LLC	\$999,000.00
Ace Rentals, Inc.	\$70,428.41
Agro, Janice a/k/a Perrone, Janice	\$52,922.00
Alfredo Elias Garcia	\$20,404.90
Amarillo Tower Limited	\$4,226,381.24
Amerkhail, Rahimullah and Nadira	\$71,953.77
Amir Ahangari	\$93,491.16
Arborwood Living Center, LLC	\$1,547,251.15
Arthur Declaration of Trust, The	\$466,781.73
Ashland Motel, Inc.	\$1,491,158.91
Avon Ambassador 33	\$100.60
Avon Ambassador 33	\$100.55
Avon Tower 34, LLC	\$100.49
Bair, Dean and Kristie	\$97,391.62
Barbosa, Teresa	\$362,033.27
Barnett, George H, Trustee Of George H. Barnett Revocable Trust 4/29/02 & Restated	\$283,798.26
Barraza, Alfredo	\$180,539.74
Batra, Jatin & Santosh	\$3,289.46
Bauer, Daniel, III & Tracy E.	\$236,555.30
Bay Mobile Home Parks	\$388,373.19
Bayou Properties Company	\$226,585.96
Bayou Properties Company	\$32,038.77
Bayrock Investment Co.	\$164,248.88
Bayrock Investment Co.	\$30,961.12
Beck Street Associates, LP	\$99,175.62
Beck, Preston	\$1,689.85
Becker-Skaggs, Catharine	\$549,369.66
Bell, Charles T.	\$90,642.16
Bellmont, Peggy Ladelle Neuhaus	\$117,619.52

Exchange Customer	Amount
Benard, Luis & Carmen Roman	\$165,028.76
Berenyi, Katherine E	\$17,376.63
Berger, Irwin & Sylvia	\$1,301,273.86
Bernadette Aiello Living Trust by Benjamin & Bernadette Aiello, Trustees	\$814,904.61
Bernhardt, Merle G. & Holly D.	\$55,827.89
Berry, Michael G.	\$151,182.99
Billedeau, Sharon	\$285,521.65
Bischoff, Herbert Lee	\$649,812.39
Blakeley, Barbara	\$32,342.02
Bland, Virgil Dale, Sr.	\$649.69
Bliss, Irene, acting through NNN Maitland	\$217.75
Bliss, Ted acting through NNN 1410 Renner	\$54.58
Bliss, Ted acting through NNN Maitland	\$217.75
Bocklet, Charles J., Jr. & Grace E.	\$374,208.18
Borla Revocable Trust	\$100.00
Bornino, Bruno, Trustee	\$50,215.60
Brentwood Real Property I, LLC	\$353,901.22
Broleko Investment Co.	\$177,856.21
Brookvest, LLC	\$645,389.00
Brown, Priscilla D.	\$175,790.68
Buckley, Nathan L. & Misby D.	\$41,968.43
Burke, Patrick K. & Glenda N.	\$66,439.96
C & M Warehouse, Inc.	\$1,241,657.21
Cable Family Ltd. Partnership	\$629,393.18
Cadano, Rufino H.	\$15,841.76
Calderon, Victor	\$332,373.64
Campbell, J. Sean	\$61,324.87
Cantu, Alonzo	\$57,076.80
Car-Mil Realty, LLC	\$668,584.64
Carolyn Calvin Kneese Trust	\$379,269.18
CDC Glendale LP, c/o Joseph A Friedman	\$1,306,186.08
CDC Rural LP, c/o Joseph A Friedman	\$1,582,791.34
Central Rockaway D, LLC	\$1,217,120.60
Central Rockaway I, LLC	\$1,284,805.09
Central Rockaway Realty LLC	\$878,698.12
Chaikin, Donald J.	\$324.66
Charles Lumber Company, Inc.	\$1,257,101.78
Chavez, Jose & Amalia	\$59,403.57
Christy, H. Chris	\$38,310.28
Cimmino, Michael & Geri	\$179,929.52

Exchange Customer	Amount
Cimmino, Michael & Geri	\$91,044.32
Circle K Stores Inc.	\$4,706,552.52
CLA Real Estate Investments, LLC	\$490,287.20
Clarion University Apartments, Inc.	\$65,459.38
Clark, Stuart L. & Teresa C.	\$25,635.92
Clarke, James G.	\$600,114.91
Clayton Investment Company Ltd.	\$726,863.38
Clough, Charles E. & Judith T.	\$337,318.76
Coe, Kenneth A.	\$57,893.84
Comernisky, David M.	\$2,069.14
Commercial One Corporation	\$444,386.86
Crawford, James D. - Trustee	\$14,934.23
Curtis Investment Group, Inc.	\$166.71
D Hutkin Loop Investors, LLC	\$333,774.46
D'Aquin Jr., Leon A.	\$81,779.56
Dallas Reunion Group Properties, LP	\$28,001.94
DCRE Investments, LLC	\$1,755,247.65
Dean, Gerald E. & Carol L.	\$414,269.12
Deblu Realty Corporation	\$1,482,300.00
Decehc III Investments, LLC	\$468,775.02
Detering, William C. a/k/a William Childs Detering	\$524,788.23
Devito, Charles W. & Joan C.	\$213,543.69
Dico Group, LLC	\$350,462.00
Dikam, LLC	\$884,130.59
Dixit, Mrigendramani & Shyama	\$1,626.91
Doerle Properties, LLC	\$80,632.33
Doyle Real Estate, LLC	\$146,195.97
Dreyer, Robert P.	\$2,005,868.98
Dulay, Danny A. & Arlene O.	\$121,333.85
Dulworth & Rives, Inc.	\$1,147.25
Dunn, Robert & Linda	\$840.21
Early Lodging, LLC	\$986,235.16
Egger, Chris & Christeen	\$99,516.50
Eineman, Glenn A. / Linda R. Reynolds	\$28,445.10
Elsa Jane Killermann Family Trust B Trust, u.d.	\$7,563.66
Endless Ocean LLC	\$5,503,940.14
Esperance, LLC	\$169,587.88
Estate of Ted L. Belmont	\$63,787.24
Evans, Jane T.	\$467,629.51
Ewing, Keith & Carol J.	\$32,000.00

Exchange Customer	Amount
Falvo, Rosario	\$92,139.00
Farahzad, Parviz	\$1,495,466.38
Farrow, Sandra E.	\$123,093.08
Federici, Roberta K., Trustee	\$1,291.11
Femrite Commercial Rentals, LLC	\$295,674.84
Fifth Third Bank	\$549,317.72
Finkelstein, Howard	\$1,528,983.00
Five NS	\$199,984.21
Flynn, Scott M. & Julia B.	\$70,029.95
Forbes, Jill	\$54,766.92
Foy, Carol H.	\$312.80
Friedlander, Daniel	\$101,780.16
Frontier Pepper's Ferry, LLC	\$843,148.09
FSW Corporation	\$444,394.80
Ganim, Paul J.	\$43,106.44
Gasho of Japan Colorado, Inc.	\$927,927.54
Gelardo, Frederick	\$149,855.39
George, Janet K.	\$750.85
Gerges, Safwat A. & Karin	\$726,575.60
Germinaro, Joseph J. & Gabriella P.	\$831,187.27
Getty Properties Corp.	\$508,237.22
Glassbrenner Group, LLC	\$552,684.35
Glenview Shopping Center	\$1,281,309.56
Gluckstern, Barry & Frank, Sharon E.	\$231,107.25
Goins, Ricky D. & Margaret P.	\$54,019.11
Gold Mine Enterprises, LP	\$2,436,809.30
Grady Family Revocable Living Trust	\$153,821.78
Graff, Michael W.	\$160,599.71
Grande, Angelo & Kathryn	\$374,550.27
Grayling Green, LLC	\$1,734,211.65
Graziano, Frank	\$1,044,154.85
Greenwich Village Renovation Co., LLC	\$437,047.96
Gribble, Gary L.	\$2,000,273.97
Grigsby, David P.	\$13,186.17
Grimsley, Robert F. & Frances F.	\$1.00
Grunstead Family Limited Partnership	\$1,353,934.79
Guerra Brothers	\$369,861.78
Guido & Xochitl Gil Living Trust, The	\$93,383.34
H&J Gray Family Limited Partnership	\$89,353.87
H.S. Rental Properties, Inc.	\$670,982.60

Exchange Customer	Amount
Hannon, Roy Edwards & Sandra Dianne	\$56,464.35
Harding & Associates, Inc.	\$15,374.29
Hatton, Carl & Donna L.	\$46,785.79
Haybliss Properties, LLC	\$487.40
Hays, Vivian, formerly known as Vivian R. Barbosa	\$384,055.12
HDC, LLC	\$4,898.79
Herlo, Aurel & Maria C.	\$1,662,490.57
Herrick, Greg	\$145,184.07
Hicks, Gary N.	\$73,007.39
Higgins, Michael C	\$348,457.20
Hill, Janet	\$84,205.63
Hill, Thomas J. & Patricia A.	\$40,000.00
Hoffman, Paul D. & Anne V. Martin	\$289,253.96
Hoge, Glenn E.	\$168,693.59
Holstlaw, Martha M.	\$39,511.96
Horizon Bank, N.A., as claim assignee of Village Place Apartments, LLC	\$363,638.43
Horner, Tony	\$200,494.45
Hoshiko Farms, Inc.	\$247,801.16
HPM, LLC	\$119,380.31
Imbriale, Annmarie	\$251,825.06
Iron Crown LLP	\$726,877.89
Jacoway Jr, Richard A., & Velvet W.	\$25,000.00
Jarrett, Roger D.	\$148,235.35
Jenkins, Gary N.	\$46,985.17
JLCR Partners Houma, LLC	\$279,532.86
Johnson, David N.	\$733,634.86
Jones, Alfonso	\$339,578.04
JT Petroleum, LLC	\$54,960.47
K&L Property Holdings LP	\$638,434.21
Kendall Square, LLC	\$671,340.04
Kidd, Wayne R. & Kimberly R.	\$220,476.94
Kilgore, Barton & Julie	\$700,750.00
Kingsview Real Estate Partners II, LP	\$386,887.08
Kitchen, Theodore A. & Peggy A.	\$45,316.82
Kjenslie, Knut & Renita	\$174,302.07
Knispel, Richard L & Joanne Marie	\$164,178.45
Knotts, Joe	\$64,075.21
Kocolene Marketing, LLC	\$130,388.48
Korea Plaza, LLC	\$1,946,349.51
Kringel, Milton J. Jr. & Margaret A.	\$389.21

Exchange Customer	Amount
Kuoch, Albert & Ley I.	\$589,071.67
Kyoungae Kim, Trustee of Kyoungae Kim Trust	\$66,218.58
Landmark Industries	\$262,670.15
Landsiedel, John C.	\$166,586.21
Lange, Amy L.	\$99,381.83
Lavery Court LLC, A California Limited Liability Corp.	\$214,566.36
Le, Donna	\$129,048.40
Leapin Eagle, LLC	\$419,688.00
Lee, Eddy S.C.	\$10,560.18
Lee, Eddy S.C.	\$377.08
Lee, Eddy S.C.	\$377.01
Lee, Joseph & Citiscape Investments LLC	\$80,611.52
Lehr Properties, LP	\$802,083.70
Lew, Joseph E. & J.J.	\$1,019,613.34
Limon, Maria S.	\$109,912.00
Lincolnway Green, LLC	\$1,488,700.79
Lineberry, F. Thomas & Kellie B.	\$62,311.48
Ling Office Condo, LLC	\$69,620.90
Lovemark, Michael E.	\$48,634.61
Lowe, Daniel R.	\$305,029.62
Macfarlane, Toby T., Trustee of the Macfarlane Family Trust dated 7/21/1997	\$713,883.23
Madorsky, Susan	\$88,834.19
Maher, Catherine	\$76,063.73
Maher, J.T.	\$5,172.98
Maher, Jr., Terry G.	\$5,172.98
Maher, Lynndee	\$5,174.54
Marlett, Orville Lloyd & Lenore, Jeane	\$1,409,987.76
Martom Properties, LLC	\$338,810.31
Mary and Freddie Piro 1987 Trust, The	\$1,431,441.77
Mason, Bonita M. & Walter E.	\$166,124.77
Mason, Steven N.	\$60,586.54
Matthew B. Luxenberg Revocable Family Trust	\$1,430,063.96
Mayo, Ray A. & Joyce A.	\$47,969.10
Mazza, Diego	\$4,619.83
Mazzoncini Family Trust Dated 1/23/1995	\$811,304.02
MB Venture, Ltd, FL LP	\$4,303,174.04
McCarville, Lee A. & Heidi J.	\$15,986.70
McCluskey, Samantha Danette	\$22,859.79
McDaniel, Danny J & Charis L	\$213,028.29
McDaniel, Danny J & Charis L	\$207,835.99

Exchange Customer	Amount
McGinnis, Michael D.	\$26,320.98
McLeff, Inc.	\$1,531.66
Meserve Properties, LLC	\$286,789.15
Meyer, Wallace M., Jr.	\$197,277.98
Mi Casa Buena Properties, LLC	\$312,392.18
Miles, Roger D.	\$12,305.06
Miller, Kevin D. & Park, Jin Suk	\$997,216.69
Miller, Scott B.	\$130,770.63
Millmar Holdings, LLC	\$4,899,629.22
MM & PM, LLC	\$249,215.79
MNC Spring Shadows Place, LP	\$1,190,142.58
Moesley, Hazel	\$218,111.82
Morse, Robert M. & Shelia A.	\$53,564.29
MSC-I, Ltd.	\$212,753.98
Mudd, Helen Patricia	\$68,346.92
Murphy Family, LLC, an Oregon Limited Liability Company	\$119,464.78
Murphy, Stephen R.	\$143,153.59
Natram Associates	\$298,933.92
NetREIT	\$1,348,102.95
NetREIT	\$391,778.27
Northwood Boatworks Realty, LLC	\$1,171,230.88
Oliver, Robert F.	\$700,500.00
Opsahl, Gregg And Hana	\$583,455.47
P&P Hospitality Group, LLC	\$853,625.28
P.R. Walker, Inc.	\$186,428.86
Palm, Arlene	\$90,889.90
Palm, Arlene	\$52,238.18
Passantino, Giuseppe & Rosanna	\$352,196.00
Patel, Mahendra	\$267,839.41
Pavlicek, Alvin Delroy	\$232,286.37
PC Real Estate Investors, LLC	\$207,735.04
Pear/Synergy, Ltd., A Texas LP	\$1,176,993.09
Pedder, Andrew & Cathy	\$101,393.19
Peery, Ronald M. & Johanna V.	\$68,883.97
Petaluma Southpoint, LLC	\$3,862,592.61
Pfeffer, Daniel	\$462,294.57
Pflumm, LLC	\$976,891.04
Phillips, James And Sandra R.	\$135,967.16
Phoenix Rising II, LLC	\$48,756.97
Pillar Investment Group, LLC	\$576,776.54

Exchange Customer	Amount
Pine Hill Crossing, LLC (Fullington)	\$1,737.45
Plante, Paul M. & Annette L.	\$190,619.66
Pleasant Valley Ranch, LLC	\$968,118.64
Polygon Enterprises, Inc.	\$5,286,880.59
Porete Realty Corporation	\$2,316,704.17
Porter, Dixie & Bartley	\$54,725.05
Power Test Realty Company LP	\$396,044.07
Power Test Realty Company LP	\$308,676.53
Power Test Realty Company LP	\$164,313.04
Presnell, Larry E.	\$68,234.18
Price, Ida L.	\$14,755.89
Price, Lorinda J.	\$107,858.06
Prime Real Estate Services, LLC, a West Virginia Limited Liability Company	\$985,317.50
Prudential Properties, LLC	\$1,834,023.45
Puff, Gerald A.	\$217,800.30
R.E.H.A.M. 7, LLC	\$468,775.01
Rafizadeh, Hamid & Farahanchi, Parisa	\$1,734.14
Raju, Venkata N.	\$696,899.29
Ralphs, Tracy Alan & Sandra M.	\$81,660.76
Ramos, Ted William & Maria E.	\$266,357.75
Real Estate Seizure Sales Inc.	\$16,433.46
Regency Hotel Management Company, Inc.	\$1,305,896.91
Renton, Stephen & Carmella Lagomarsino	\$351,962.94
Resnick, Marc	\$41.00
Reynolds, Mary	\$7,352.24
RFL Properties, LLC	\$265,692.81
Richards, James & Denise	\$196.62
Richardson, Thaxton, Jr. & Ruth	\$264,638.33
River Bend Real Estate, Inc.	\$2,532,931.59
Rizkalla, Sabri A. & Salwa H.	\$10,220.32
Roach, Brian And Tracey	\$74,633.02
Robbins, Ann T.	\$101,825.21
Robbins, Rick & Bonnie	\$3,360.74
Roda LLC	\$300,984.49
Roho Investments, Ltd	\$945,705.06
Rose Equity Holdings, LLC	\$617,178.70
Rose Family Trust Dated 7/10/1991	\$811,304.02
Rosenthal, Dr. Renate	\$474,968.51
Ruan, Ru Ke	\$545,766.00
Russell, Andrew T. & Angela R.	\$144,443.57

Exchange Customer	Amount
Santander Realty Group, L. P.,	\$254,324.00
Sayles, Leonard P.	\$636,477.16
Scandal Fashion, Inc.	\$600,352.22
Schonberger, Peter	\$179,646.29
Schultz, Gregory D.	\$102,594.62
Scott, Elliot A, Trustee of the Elliot A. Scott Trust dated July 26, 2005	\$713,883.22
SED Development, LLC	\$1,145,923.76
Serena Hospitality Group, Inc., f/k/a Sahara Enterprise, Inc.	\$1,250,345.59
Sessan Investments Inc.	\$5,711,038.30
Sheehan, Kevin & Sandra and Billman, Greg & Dania	\$53,679.51
Shepherd, David R.	\$822,274.22
Simmons, Kirby M.	\$291,211.49
Smicklas, Thomas A. & Margaret A.	\$117,357.32
Smith, David C.	\$9,670.00
Snider, James Mark	\$177.83
Snyder, Kathy J.	\$36,117.17
Sonia Rivera Associates, LP	\$3,854,930.39
Sons of Eldorado Trust	\$42,309.56
Souza, Frank F., Trustee of the 1996 Souza Family Trust 12/6/96	\$291,023.22
Speight, David N.	\$33,889.05
Spriggs, II, E. Michael	\$694,356.00
Springfield Lodging Associates, LLP	\$1,624,340.74
Squick, LLC	\$504,096.86
SR Properties, LLC	\$435,465.60
Stockard Realty Partnership Ltd	\$773,576.09
Stone, Jeffrey E., Trustee of the March Family Trust	\$42,279.79
Stoutenburg Enterprises, LLC	\$175,098.64
Strange, Marci Ann, Trustee of the Revocable Living Trust of Marci Ann Strange dated October 25, 1991	\$154,145.06
Stripes, LLC	\$61,039.61
Sundquist, Christine	\$122,919.49
Sundquist, Christine C.	\$133,727.18
Swanson, Shanda	\$42,101.81
T & J Investments of Roanoke, Inc.	\$269,908.18
Tanaka, Roy T.	\$396,731.23
Terry, Gerald R.	\$160,353.89
Texana Pickle Producers, Inc.	\$341,266.01
Texas AC360 LP	\$5,794,009.86
Thompson, Jr., William Mcillwaine	\$951,822.89

Exchange Customer	Amount
Three C Family Trust	\$40,095.10
Titan Real Estate Holdings, LLC	\$115,690.86
Truax Corporation	\$397,490.14
Unger, Katherine S.	\$311,418.50
Upton, Thomas Bailey	\$201,150.12
Venus Development Company, LLC	\$389,681.07
Vine Street Development	\$89,608.66
Viral, Inc.	\$808,133.84
Virgin, Scott G.	\$464,802.83
Vroubel, Rick	\$174,343.13
Waffle House, Inc.	\$169,696.55
Wahby, Hanna Shawki Tracy Alan & Sherifa Abdel	\$363,038.89
Walker, James B. Jr.	\$84,375.88
Warner of Sturgis, LLC	\$222,173.01
Watson, Martha P., now known as Martha P. Kemp	\$128,548.02
Wells Investment Properties, Inc.	\$8,813.06
White, Milton & Patricia Cynthia Amen	\$362,050.46
Whitten Properties, LLC	\$90,305.11
Williams, Chad L.	\$728.00
Williamson, Jim E. & Gloria A.	\$256,130.96
Wilson, Denise J.	\$97,856.01
Wong, Ming C.	\$425,295.92
Wood, Kenneth & Jo Ann	\$536,452.61
Wright Robinson, Marjorie C.	\$109,308.67
Zapata, Alfonso H.	\$2,570,216.30
Zelinka, Joseph A. & Pamela	\$310,641.60
Ziegler Family Trust A & B dated 6-23-04	\$397,368.74

Schedule 1.35
Commingled Guarantee Claims

Name	Amount
Bischoff, Herbert Lee	\$649,812.39
Brown, Priscilla D.	\$175,790.68
Five NS	\$199,984.21
Korea Plaza, LLC	\$1,946,349.51
Pfeffer, Daniel	\$462,294.57
Pillar Investment Group, LLC	\$576,776.54
Sessan Investments Inc.	\$5,711,038.30
Williamson, Jim E. & Gloria A.	\$256,130.96

Schedule 1.48

Debtors

Debtor Name	Case Number
LandAmerica Financial Group, Inc.	08-35994
LandAmerica 1031 Exchange Services, Inc.	08-35995
LandAmerica Assessment Corporation	09-31453
LandAmerica Title Corporation	09-31943
Southland Title Corporation	09-32063
Southland Title of San Diego	09-32064
Southland Title of Orange County	09-32065
LandAmerica Credit Services, Inc.	09-34607
Capital Title Group, Inc.	09-36626
LandAmerica OneStop, Inc.	09-37276

Schedule 1.61
LandAmerica 1031 Exchange Services, Inc.
Escrow Exchange Agreements

Exchange Customer	Banking Institution of Account	LES File Number
Embarq Logistics, Inc.	SunTrust Bank	08-08892-1895SP
Smith, Kelly	Centennial Bank	08-14238-5375

Schedule 1.152
Note Exchange Claims

Name	Amount
Andrews, Donna	\$47,500.00
Balthazor, James & Judith	\$188,000.00
CLA Real Estate Investments, LLC	\$33,333.00
Edwards Street, LLC	\$797,126.00
Finkelstein, Howard	\$2,100,000.00
Harvey Family Limited Partnership, The	\$2,570,000.00
Kendall Square, LLC	\$33,333.00
Meyerstein, Arnold H., Trustee	\$5,150,300.00
PC Real Estate Investors, LLC	\$33,333.00
Stone, Jeffrey E., Trustee of the March Family Trust	\$210,735.00

Schedule 1.174

LFG Equity Partnership Interests

Fund Title and Date of Operative Agreement	Address	% Ownership
Apollo Real Estate Investment Fund V, L.P. (July 31, 2005)	2 Manhattanville Road Purchase, NY10577	0.71%
Aslan Realty Partners III, L.L.C. (April 26, 2006)	150 North Wacker Drive Suite 800 Chicago, IL 60606	0.63%
Cabot Industrial Value Fund II, L.P. (July 27, 2005)	One Beacon Street Suite 1700 Boston, MA 02108	1.10%
Morgan Stanley Real Estate Fund IV Domestic, L.P. (August 1, 2001)	1585 Broadway 37th Floor New York, NY 10036	1.00%
Morgan Stanley Real Estate Fund V Domestic, L.P. (January 31, 2006)	1585 Broadway 37th Floor New York, NY 10036	0.25%
Normandy Real Estate Fund, L.P. Normandy Real Estate Fund (AIV), L.P. (December 21, 2005)	1776 On The Green 67 Park Place East Morristown, NJ 07960	1.10%
Old Dominion Investors L.P. (August 1, 2002)	c/o Franklin Capital Corporation 118 King Street, Suite 200 Alexandria, VA 22314	13.9986%
The Praedium Fund V, L.P. (December 26, 2001)	825 Third Avenue 36th Floor New York, NY 10022	1.06%
The Praedium Fund VI, L.P. (March 31, 2005)	825 Third Avenue 36th Floor New York, NY 10022	0.71%
The Praedium Fund VII, L.P. (December 31, 2007)	825 Third Avenue 36th Floor New York, NY 10022	0.55%
King Street Partners, L.P. (January 1, 2003)	c/o Franklin Capital Corporation 118 King Street, Suite 200 Alexandria, VA 22314	14.876%

Schedule 1.194
LandAmerica 1031 Exchange Services, Inc.
Segregated Exchange Agreements

Exchange Customer	Banking Institution	LES File Number
18308 Hawthorne Blvd., LLC	Citibank	08-14238-5453
Accord Nursing Center	Citibank	08-14028-2491
Ash, David	Citibank	08-14662-1155
Aspen Apartments LLC, A New Mexico LLC	Centennial Bank	08-08986-3988
Bald Eagle, LLC	Centennial Bank	08-14238-5327
Banas, Claudia Irene	Centennial Bank	08-14238-5311
Bubion, Dawn Lizabeth	Centennial Bank	08-14238-5410
Bubion, Dawn Lizabeth	Centennial Bank	08-14238-5414
Bubion, Lulu	Centennial Bank	08-14238-5412
Chino Spectrum Center LLC	Citibank	08-14662-1160
Chino Wings, LLC	Citibank	08-14662-1161
Corrado, John	Centennial Bank	08-14238-5356
De Baca Land & Cattle LLC	Citibank	08-08986-4007
De Guzman, Abraham A	Centennial Bank	08-14238-5284
Dobson, Barbara W.	Centennial Bank	08-08986-3977
Dobson, Lisa L.	Centennial Bank	08-08986-3976
Dwyer Family Limited Partnership SSI	Centennial Bank	08-14238-5287
Epstein, Katarzyna and Ross	Citibank	08-14238-5469
Gala Enterprises of Central Florida, Inc.	Citibank	08-19096-0061
Garcia, Enrique G.	Centennial Bank	08-14238-5417
Haddon Square Partners LLC	Citibank	08-17889-2036
Hiltsley, Julie Anne	Centennial Bank	08-21263-1221
Lawton, William	Centennial Bank	08-14238-5334
Leong, Juanita Saldana-	Centennial Bank	08-14238-5338
Losa, Gregory W.	Centennial Bank	08-14238-5330
Lubexpress Land Co. Inc.	Citibank	08-08993-1081
Lubexpress Operating Co.	Citibank	08-08993-1088
Martinez, Debbie Ann	Centennial Bank	08-14238-5409
Martinez, Debbie Ann	Centennial Bank	08-14238-5413
Millard Refrigerated Services	Citibank	08-08881-0377
Millard Refrigerated Services	Citibank	08-08881-0379
Millard Refrigerated Services	Citibank	08-08881-0380
MTK Properties, LLC, An Arizona LLC	Centennial Bank	08-08986-3985
Nary, Ronald H.	Centennial Bank	08-14238-5399
NMC Summit, LLC, A California Limited Liability	Private Bank of California	08-14662-1150SP

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Exchange Customer	Banking Institution	LES File Number
Corporation		
Norton, Charles H.	Centennial Bank	08-14238-5406
Price, James William	Centennial Bank	08-14238-5383
Scarborough, Omar G.	Centennial Bank	08-14238-5245
Singleton, J. Matthew & Kathryn S.	Citibank	08-17514-0475
Sugarland Petroleum, Inc., A Texas Corporation	Frost National Bank	08-17889-2018SP
Temple, Joseph E.	Centennial Bank	08-21324-1078
The Fant Properties Limited Partnership	Centennial Bank	08-08986-3991
Tower Summit Colorado, LLC, A Delaware Limited Liability Corporation	Private Bank of California	08-14662-1149SP
Wallach, Kurt L., acting through Arbor Oaks I LLC	Citibank	08-19096-0064
Wallach, Marilyn G., acting through Arbor Oaks II LLC	Citibank	08-19096-0065
Westminster Peak, L.P., A California Limited Partnership	Citi-Smith Barney	08-14662-1148SP
Westminster Summit, LP, A California Limited Partnership	Citi-Smith Barney	08-14662-1147SP

Schedule 1.195
Segregated Exchange Principal Claims

Exchange Customer	Amount
18308 Hawthorne Boulevard, LLC	\$894,900.00
Accord Nursing Center, Inc.	\$662,117.00
Arbor Oaks I, LLC	\$2,688,063.00
Arbor Oaks II, LLC	\$2,688,063.00
Ash, David, Trustee of the David Ash Trust	\$2,742,122.00
Aspen Apartments, LLC	\$65,238.00
Bald Eagle, LLC	\$500,742.00
Banas, Claudia Irene	\$127,787.00
Bubion, Dawn Lizabeth & Amerio, Michael	\$1,142,543.00
Bubion, Dawn Lizabeth & Amerio, Michael	\$940,301.00
Bubion, Lulu Trustee of the Lulu Bubion Management Trust	\$1,345,184.00
Charles H. Norton Irrevocable Gift Trust	\$139,879.00
Chino Spectrum Center, LLC	\$1,535,691.00
Chino Wings, LLC	\$3,518,661.00
Corrado, John	\$136,663.00
De Baca Land & Cattle, LLC	\$1,031,677.00
De Guzman, Abraham A.	\$59,957.00
Dobson, Barbara & Ralph	\$1,338,064.00
Dobson, Lisa L. & Michael W.	\$1,564,555.00
Dwyer Family Limited Partnership	\$251.00
Epstein, Ross & Katarzyna	\$172,549.00
Fant Properties Limited Partnership, The	\$411,175.00
Gala Enterprises of Central Florida Inc.	\$2,286,742.00
Garcia, Enrique G.	\$359,896.00
Haddon Square Partners, LLC	\$1,185,774.00
Hiltsley, Julie Anne & Michael William	\$114,269.00
Lawton, William	\$24,064.00
Losa, Gregory W. & Marilyn Hansen as Trustees of the Gregory M. Losa Trust 9-25-85	\$426,102.00
Lubexpress Land Company, Inc.	\$781,598.00
Lubexpress Operating Company, Inc.	\$8,238,494.00
Martinez, Debbie A. & Michael Amerio, Trustees of the Debbie Ann Martinez 2003 Trust (Tracy Property Funds)	\$1,142,543.00
Martinez, Debbie A. & Michael Amerio, Trustees of the Debbie Ann Martinez 2003 Trust (Claremont Property Funds)	\$940,302.00
Millard Refrigerated Services, Inc.	\$27,831,187.00
MTK Properties, LLC	\$178,700.00
NMC Summit LLC	\$236,511.00
Price, James William	\$1,076.00

Exchange Customer	Amount
Saldana-Leong, Juanita	\$1,859.00
Scarborough, Omar G.	\$111.00
Singleton, J. Matthew & Kathryn S.	\$350,664.00
Sugarland Petroleum, Inc.	\$937,455.00
Temple, Joseph E. & Patricia J. Trust	\$410,796.00
Tower Summit Colorado LLC	\$922,578.00
Westminster Peak, L.P.	\$923,515.00
Westminster Summit, L.P.	\$603,757.00

Schedule 1.196
Segregated Guarantee Claims

Exchange Customer	Amount
Millard Refrigerated Services, Inc.	\$27,831,187.00
Sugarland Petroleum, Inc.	\$937,455.00

Schedule 1.214

Tolling Parties¹

Allen, Brent
Alpert, Janet A.
Astheimer, Kenneth
Caruso, Gale K.
Chandler, Theodore L.
Connor, Stephen M.
Dinkins, Michael
Dorneman, Ross
Evans, G. William
Foster, Charles H.
Gluck, Michelle H.
Gonzalez, Richard
Hara, Noel
Hill, Melissa A.
Jones, Devon
McCann, John P.
Neal, Dianne M.
Norfleet, Robert F.
Ramos, Ronald B.
Robson, Stephanie L.
Saylor, Pamela K.
Selby, Jeffrey
Skunda, Robert T.
Smith, Julious P.
Snead, Thomas G.
Trani, Eugene P.
Vaughan, Jeffrey D.
Vlahcevic, Christine
Wenger, Holly H.
Wishnack, Marshall B.

¹ This Schedule 1.214 includes all parties that have executed Tolling Agreements as of November 4, 2009.

SCHEDULE 2.2

Schedule 2.2

Borrower	Lender	Amount
Beech Fly, LLC	LandAmerica Financial Group, Inc.	18,785
Capital Title Group, Inc.	LandAmerica Financial Group, Inc. LandAmerica 1031 Exchange Services, Inc. Total	15,799,693 6,902 15,806,595
Commonwealth Land Title Company of Puget Sound County Title Holding Corp.	LandAmerica Financial Group, Inc. Southland Title Corporation Southland Title of San Diego StoneRidge Escrow Corporation San Diego County Holding Company Golden Escrow, Inc. Total	68,388 6,270,300 3,999,992 903,700 317,501 156,164 11,647,657
Geodata Research Systems, Inc.	LandAmerica Financial Group, Inc.	874,905
Golden Escrow, Inc.	LandAmerica Financial Group, Inc.	1,004,309
LandAmerica International Holding Company B.V.	LandAmerica Financial Group, Inc. LandAmerica Assessment Corporation Total	1,003,923 217,216 1,221,138
LandAmerica (Europe) Sarl	LandAmerica Financial Group, Inc.	21,880
LandAmerica Alliance Company	LandAmerica Financial Group, Inc.	10,876,806
LandAmerica Assessment Germany Gmbh	LandAmerica Assessment Corporation	564,919
LandAmerica Assessment Corporation	LandAmerica OneStop, Inc. LandAmerica Title Company Total	11,695 1,700 13,395
LandAmerica Company UK Limited	LandAmerica International Holding Company B.V.	906,676
LandAmerica Credit Services, Inc.	LandAmerica Financial Group, Inc. Geodata Research Systems, Inc. LandAmerica OneStop, Inc. LandAmerica Title Company Total	13,941,540 128,638 58,541 1,730 14,130,449
LandAmerica Financial Group, Inc.	LandAmerica Commercial Search Services Company LandAmerica Assessment Corporation County Title Holding Corp. StoneRidge Escrow Corporation Centennial Bank Buyers Real Estate Services, Inc. AdvantageWare, Inc. CTG Building, Inc. LEISA of Connecticut, Inc. Southland Title Equities LandAmerica Home Warranty Company LandAmerica Company UK Limited LandAmerica Assessment Germany Gmbh Complete Closing Services, Incorporated Orange County Bancorp Total	6,306,097 4,235,799 4,030,940 2,108,735 898,149 665,708 547,331 524,294 236,615 169,836 90,326 66,024 24,655 14,019 2,126 19,920,656
LandAmerica Home Warranty Company	Buyers Real Estate Services, Inc. LandAmerica OneStop, Inc. LandAmerica Title Company Geodata Research Systems, Inc. Total	472,474 3,995 2,500 1,744 480,713
LandAmerica International Holding Company	LandAmerica Financial Group, Inc. LandAmerica (Europe) Sarl Total	2,615,999 25,500 2,641,499
LandAmerica OneStop, Inc.	LandAmerica Financial Group, Inc. Geodata Research Systems, Inc. LandAmerica Property Inspection Services, Inc. Capital Title Group, Inc. LandAmerica Title Company Total	88,878,272 388,539 342,603 54,873 15,300 89,679,587

Schedule 2.2

Borrower	Lender	Amount
LandAmerica Property Inspection Services, Inc.	LandAmerica Financial Group, Inc.	23,822,983
	LandAmerica Home Warranty Company	57,615
	Geodata Research Systems, Inc.	2,265
	LandAmerica Title Company	1,200
	Total	23,884,063
LandAmerica Services of Mexico, S.A. de C.V.	LandAmerica Financial Group, Inc.	265,520
	LandAmerica Title Insurance Company of Mexico, S.A.	135,934
	Total	401,454
LandAmerica Services, Inc.	LandAmerica Financial Group, Inc.	26,092
LandAmerica Title Company	LandAmerica Financial Group, Inc.	4,821,994
	Capital Title Group, Inc.	489,327
	Southland Title Corporation	38,909
	Total	5,350,230
LandAmerica Title Insurance Company of Mexico, S.A.	LandAmerica Financial Group, Inc.	102,909
Liberty 1031 Exchange Services, Inc.	Liberty Investors Group, Inc.	10,000
	LandAmerica Financial Group, Inc.	1,571
	Total	11,571
Liberty Investors Group, Inc.	Liberty Title Company	2,410,385
	LandAmerica Financial Group, Inc.	78,038
	Total	2,488,424
Liberty Title Company	LandAmerica Financial Group, Inc.	1,580,007
	Liberty Information Services, Inc.	21,463
	Liberty 1031 Exchange Services, Inc.	5,054
	Total	1,606,523
MSTD, Inc.	LandAmerica OneStop, Inc.	23,143
Nations Holding Group	LandAmerica Financial Group, Inc.	14,626,709
Residential Property Maintenance, Inc.	LandAmerica Financial Group, Inc.	383,423
	LandAmerica Home Warranty Company	12,641
	Total	396,064
San Diego County Holding Company	LandAmerica Financial Group, Inc.	159,262
Southland Title Corporation	LandAmerica Financial Group, Inc.	5,691,472
	Golden Escrow, Inc.	827,554
	StoneRidge Escrow Corporation	19,882
	LandAmerica OneStop, Inc.	4,259
	Total	6,543,167
Southland Title of Orange County	LandAmerica Financial Group, Inc.	932,046
	Southland Title Corporation	16,944
	LandAmerica OneStop, Inc.	1,542
	Total	950,532
Southland Title of San Diego	LandAmerica Financial Group, Inc.	7,966,836
	Southland Title Corporation	9,692
	LandAmerica OneStop, Inc.	2,686
	Southland Title of Orange County	1,522
	Total	7,980,736
StoneRidge Escrow Corporation	Southland Title of San Diego	8,100
	LandAmerica Title Company	1,600
	Total	9,700

The amounts shown above are obligations owed by and among LFG and its Subsidiaries as of August 31, 2009, net of any and all Claims, offsets, and/or defenses that any entity may have against the other. The amounts above do not reflect any potential Claims (i) that LFG may assert against one or more Subsidiary (other than LES) for contribution; (ii) relating to the LES Government Administrative Expense Claim; or (iii) the Subsidiary Escrow Claims, in each case, including any rights, Claims, counterclaims, setoffs or other defenses that may be asserted thereto. In addition, LFG holds the Operating I/C Claim in the amount of \$3.2 million against LandAmerica 1031 Exchange Services, Inc., the treatment of which is addressed expressly in the Plan.

EXHIBIT A

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
of
LANDAMERICA FINANCIAL GROUP, INC.
(Virginia Stock Corporation)

The undersigned, for the purpose of amending and restating the Articles of Incorporation, states as follows:

1. The name of the corporation is LandAmerica Financial Group, Inc. (the "Corporation").
2. These Second Amended and Restated Articles of Incorporation have been duly adopted in accordance with Section 13.1-604.1 of the Virginia Code to put into effect and carry out the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and Its Affiliated Debtors (as amended or supplemented from time to time, and together with all agreements and instruments executed or to be executed in connection therewith, the "Plan"), as confirmed by order (the "Confirmation Order") of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the "Bankruptcy Court") entered on _____, in In re LandAmerica Financial Group, Inc., et al., Case No. 08-35594 (KRH) (the "Bankruptcy Case"). Provision for the making of these Second Amended and Restated Articles of Incorporation is contained in the Plan and the Confirmation Order of the Bankruptcy Court, which has jurisdiction under the Bankruptcy Code and 28 U.S.C. § 1334 to order the amendment and restatement of the Corporation's Articles of Incorporation, approved this amendment and restatement, and designated the undersigned to deliver these Second Amended and Restated Articles of Incorporation to the Virginia State Corporation Commission for filing.
3. The Amended and Restated Articles of Incorporation of the Corporation, as previously amended, are hereby further amended and restated as follows:

ARTICLE 1

The name of the Corporation is LandAmerica Financial Group, Inc.

ARTICLE 2

The nature of the business or purposes to be transacted, promoted, or carried out by this Corporation shall be limited to activities in furtherance of winding up the affairs of the Corporation in accordance with the Plan and Confirmation Order. The Corporation shall be authorized to hold its existing assets until disposition of such assets in accordance with the Plan.

ARTICLE 3

The total number of shares of capital stock that the Corporation shall have authority to issue, subject to the terms of this Article, is one hundred (100), all of which

shares shall be common stock having no par value. Notwithstanding any provision in these Second Amended and Restated Articles of Incorporation to the contrary, the Corporation shall not be authorized to issue any shares of stock except upon prior written approval of the LFG Trustee¹ and by order of the Bankruptcy Court.

ARTICLE 4

Section 4.1. Number and Removal of Directors.

The Corporation shall have one (1) director (the “Director”). The number of directors of the Corporation may not be increased or decreased. The Director may be removed from office, but only for cause, only by request of the LFG Trustee, in consultation with the LFG Trust Committee, and upon approval of the Bankruptcy Court. For purposes of this Section 4.1, “cause” shall be defined as: (i) the Director’s theft or embezzlement or attempted theft or embezzlement of money, or tangible or intangible assets or property; (ii) the Director’s violation of any law (whether foreign or domestic) that results in a felony indictment, conviction, or similar judicial proceeding; or (iii) the Director’s gross negligence, willful misconduct, or knowing violation of the law.

Section 4.2. Board of Directors.

All corporate powers of the Corporation will be exercised by or under authority of, and the business affairs of the Corporation managed under the direction of, the Board of Directors, subject to any limitation set forth in the Plan or Confirmation Order. All power and authority of the Board of Directors shall be vested in the Director. The Director shall be authorized to cause the dissolution of the Corporation in accordance with the Plan or Confirmation Order without need for approval of shareholders or any other party.

Section 4.3. Resignation of the Director.

The Director may resign by tendering written notice of resignation to the Corporation and the LFG Trustee, and by filing notice of such resignation in the Bankruptcy Case. Absent order of the Bankruptcy Court, the Director’s resignation shall be effective only upon replacement of the Director in accordance with Section 4.4 of these Second Amended and Restated Articles of Incorporation.

Section. 4.4. Vacancy in the Board of Directors.

If a vacancy occurs in the Board of Directors following the death, resignation, or removal of the Director, such vacancy shall be filled promptly by nomination made by the LFG Trustee, in consultation with the LFG Trust Committee, and upon approval of the Bankruptcy Court.

¹ Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

ARTICLE 5

Section 5.1. Definitions.

For purposes of this Article, the following definitions shall apply:

“expenses” include, without limitation, counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

“liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding;

“party” means an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding; and

“proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, and whether formal or informal.

Section 5.2. Indemnity.

To the full extent permitted by the Virginia Stock Corporation Act, as it exists on the date hereof or as hereafter amended, the Corporation shall indemnify any person who is, was, or is threatened to be made a party to any proceeding, including without limitation a proceeding brought by or in the right of the Corporation or brought by or on behalf of former, existing, or future creditors or shareholders of the Corporation, by reason of the fact that such person is or was a director or officer of the Corporation after the Effective Date, against all liabilities and reasonable expenses incurred by such person in connection with the proceeding, except such liabilities and expenses as are incurred because of his willful misconduct or knowing violation of the criminal law. The Corporation may contract in advance to indemnify, and make advances and reimbursements for expenses to, any person entitled to indemnity under this Section 5.2.

Section 5.3. Authorization.

Any determinations or authorizations required to be made by the Corporation with respect to any claim by a person for indemnification or the advancement or reimbursement of expenses under this Article 5 shall be made by the Director.

Section 5.4. Advancement and Reimbursement of Expenses.

The Corporation shall advance or reimburse the reasonable expenses incurred by a director, officer, or other person specified in Section 5.2 of this Article in advance of final disposition of a proceeding to which such person is a party if such person furnishes

the Corporation (i) a written statement of his good faith belief that he is entitled to indemnification under this Article and (ii) a written undertaking from him to repay any funds advanced if it is ultimately determined that he is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation and shall be accepted without reference to his ability to make repayment. The Corporation is empowered to pay or reimburse expenses incurred by a director, officer, or other person specified in Section 5.2 of this Article in connection with his appearance as a witness in a proceeding at a time when he is not a party.

Section 5.5. Insurance.

The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Director may determine, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against or incurred by such person in any such capacity or arising from his status as such, whether or not the Corporation would have power to indemnify him against such liability under the provisions of this Article.

Section 5.6. Application.

(a) The provisions of this Article shall be applicable to all actions, claims, suits or proceedings commenced after the adoption hereof, arising from any action taken or failure to act occurring after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue, or matter in any other pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification, or repeal.

(b) The rights of each person entitled to indemnification, advances, and reimbursements pursuant to this Article shall inure to the benefit of such person's heirs, executors, and administrators. Indemnification pursuant to this Article shall not be exclusive of any other right to indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation, and indemnification under policies of insurance purchased and maintained by the Corporation or others.

Section 5.7. Limitation.

Notwithstanding anything to the contrary herein, this Article shall not be deemed to provide any right or protection to any person with regard to any act or omission that occurred prior to the Effective Date.

Section. 5.8. Severability.

Each provision of this Article shall be severable, and if any provision of this Article or its application to any person or circumstance is held invalid by a court of

competent jurisdiction, the invalidity shall not affect the validity of any other provisions or applications of this Article.

ARTICLE 6

To the full extent that the Virginia Stock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Corporation shall not be liable to the Corporation for any monetary damages. Notwithstanding anything to the contrary herein, this Article shall not be deemed to provide any right or protection to any person with regard to any act or omission that occurred prior to the effectiveness of this Article.

ARTICLE 7

Notwithstanding any other provision herein to the contrary, nothing in these Articles of Incorporation shall be deemed to (i) give any former, existing, or future stockholder or creditor of the Corporation any rights in excess of the rights given or allocated under the Plan, or (ii) be an acceptance, acknowledgement, or assumption of any liability or obligation of the Corporation under any agreement, note, or indenture entered into by the Corporation prior to the Effective Date, except as and to the extent expressly set forth in the Plan and/or Confirmation Order.

ARTICLE 8

The Director shall have the right, subject to any express provisions or restrictions contained in these Second Amended and Restated Articles of Incorporation, the Bylaws of the Corporation, or the Plan, from time to time, to amend the Articles of Incorporation or the Bylaws or any provision of either; provided, however, that any such amendment shall not be effective unless approved by the LFG Trustee and the Bankruptcy Court.

Contact Name (to resolve questions with this filing)

Daytime Telephone

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EXHIBIT B

THIRD AMENDED AND RESTATED BYLAWS
of
LANDAMERICA FINANCIAL GROUP, INC.
(Virginia Stock Corporation)

Adopted _____, 2009
To be effective _____, 2009

ARTICLE 1
DIRECTORS

Section 1.1. Number of Directors. LandAmerica Financial Group, Inc. (the “Corporation”) shall have one (1) director (the “Director”). The number of directors of the Corporation may not be increased or decreased.

Section 1.2. Board of Directors. All corporate powers of the Corporation will be exercised by or under authority of, and the business affairs of the Corporation managed under the direction of, the Board of Directors, subject to any limitation set forth in the Second Amended and Restated Articles of Incorporation or in the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and Its Affiliated Debtors (as amended or supplemented from time to time, the “Plan”), as confirmed by order (the “Confirmation Order”) of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”), in In re LandAmerica Financial Group, Inc., et al., Case No. 08-35594 (KRH) (the “Bankruptcy Case”). All power and authority of the Board of Directors shall be vested in the Director.

Section 1.3. Removal of Director. The Director may be removed from office, but only for cause, and only by request of the LFG Trustee,¹ in consultation with the LFG Trust Committee, and upon approval of the Bankruptcy Court. For purposes of this Section 1.3, “cause” shall be defined as: (i) the Director’s theft or embezzlement or attempted theft or embezzlement of money, or tangible or intangible assets or property; (ii) the Director’s violation of any law (whether foreign or domestic) that results in a felony indictment, conviction, or similar judicial proceeding; or (iii) the Director’s gross negligence, willful misconduct, or knowing violation of the law.

Section 1.4 Resignation of the Director. The Director may resign by tendering written notice of resignation to the Corporation and the LFG Trustee, and by filing notice of such resignation with the Bankruptcy Court in the Bankruptcy Case. Absent order of the Bankruptcy Court, the Director’s resignation shall be effective only upon replacement of the Director in accordance with the Articles of Incorporation. A notice of resignation by the Director may be revoked by the Director at any time prior to approval by the Bankruptcy Court of a replacement Director.

¹ Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

Section 1.5 Vacancy in the Board of Directors. If a vacancy occurs in the Board of Directors following the death, resignation, or removal of the Director, such vacancy shall be filled promptly by nomination made by the LFG Trustee, in consultation with the LFG Trust Committee, and upon approval of the Bankruptcy Court.

Section 1.6 Term of Office. The Director shall continue to serve as director of the Corporation until death, removal, replacement, or by operation of law.

Section 1.7 Meetings. The Director shall be authorized to conduct all business of the Corporation without need to hold or conduct meetings of the Board of Directors. Any action required to be taken by the Board of Directors shall be evidenced by written consent stating the action taken, signed by the Director either before or after the action is taken, and included in the minutes or filed with the corporate records. Action taken under this section is effective when signed by the Director unless the consent specifies an earlier or later effective date.

Section 1.8 Compensation. The Director shall not be entitled to compensation for acting in the capacity as director of the Corporation.

ARTICLE 2 OFFICERS

Section 2.1 Designation of Officers. The Director shall be the sole officer of the Corporation.

Section 2.2 Duties of Officers. The Director shall be the chief executive officer of the Corporation and shall, subject to the terms of the Plan, the Confirmation Order, and other orders of the Bankruptcy Court, have general supervision, direction, and control of the business and affairs of the Corporation. The Director shall also serve as the Dissolution Trustee, subject to the terms and conditions of the Plan and the Confirmation Order.

ARTICLE 3 CORPORATE RECORDS AND REPORTS

Section 3.1 Records. The Corporation will maintain all records required by law. All such records will be kept at its principal office, registered office, or at any other place designated by the director or as otherwise provided by law.

Section 3.2 Bank Accounts, Checks, Drafts, Etc. The Director shall be authorized to open and maintain in the name of and on behalf of the Corporation any bank accounts as the Director may deem necessary or appropriate. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, will be signed or endorsed by the Director or such person or persons designated from time to time by the Director.

Section 3.3 Execution of Documents. The Director, or any agent of the Corporation designated by the Director generally or in specific instances, may enter into,

execute, and deliver any contract, agreement, deed, bond, or other instrument in the name of and on behalf of the Corporation. Unless so authorized by the Director, no agent or employee of the Corporation will have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 3.4 Financial Reports. The Director, or any agent of the Corporation designated by the Director, may cause to be prepared and furnished to parties entitled thereto any financial notice and/or financial statement that may be required by any provision of law.

ARTICLE 4 RATIFICATION

Any transaction, questioned in any lawsuit on the ground of lack of authority, defective or irregular execution, adverse interest of director or officer, or the application of improper principles or practices of accounting, may be ratified before or after judgment by the Director, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized.

ARTICLE 5 FISCAL YEAR

The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Director. Unless otherwise fixed by the Director, the fiscal year of the Corporation shall be the calendar year.

ARTICLE 6 AMENDMENTS

These Bylaws may be amended, repealed, or restated only as provided for in the Second Amended and Restated Articles of Incorporation.

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EXHIBIT C

COMMONWEALTH OF VIRGINIA
State Corporation Commission

ARTICLES OF RESTATEMENT
OF LANDAMERICA FINANCIAL GROUP, INC.
(Virginia Stock Corporation)

The undersigned, for the purpose of submitting these Articles of Restatement, states as follows:

1. The name of the corporation is LandAmerica Financial Group, Inc. (the "Corporation").
2. These Articles of Restatement have been duly adopted in accordance with Section 13.1-604.1 of the Virginia Code to put into effect and carry out the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and Its Affiliated Debtors (as amended or supplemented from time to time, and together with all agreements and instruments executed or to be executed in connection therewith, the "Plan"), as confirmed by order (the "Confirmation Order") of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the "Bankruptcy Court") entered on _____, in In re LandAmerica Financial Group, Inc., et al., Case No. 08-35594 (KRH) (the "Bankruptcy Case"). Provision for the making of these Articles of Restatement is contained in the Plan and the Confirmation Order of the Bankruptcy Court, which has jurisdiction under the Bankruptcy Code and 28 U.S.C. § 1334, and which approved these Articles of Restatement and designated the undersigned to deliver these Articles of Restatement to the Virginia State Corporation Commission for filing.

3. The Articles of Restatement hereby state as follows:

The undersigned, on behalf of the corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 11 of the Code of Virginia, states as follows:

1. The name of the Corporation immediately prior to restatement is LandAmerica Financial Group, Inc.
2. The restatement contains an amendment to the Amended and Restated Articles of Incorporation.
3. The text of the Second Amended and Restated Articles of Incorporation is attached hereto as Exhibit A.
4. The restatement was adopted by the Corporation as of the Effective Date¹ of the Plan.

¹ Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

5. The restatement was authorized by the Plan under Section 13.1-604.1 of the Code of Virginia.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Restatement to be executed by the Dissolution Trustee on _____:

LANDAMERICA FINANCIAL GROUP, INC.

By: _____

Name:

Title: Dissolution Trustee

Any correspondence regarding the filing of this document may be sent to:

(name)

(mailing address)

Exhibit A

Second Amended and Restated Articles of Incorporation

EXHIBIT D

**COMMONWEALTH OF VIRGINIA
State Corporation Commission**

**ARTICLES OF DISSOLUTION
OF LANDAMERICA FINANCIAL GROUP, INC.
(Virginia Stock Corporation)**

The undersigned, for the purpose of submitting these Articles of Dissolution, states as follows:

1. The name of the corporation is LandAmerica Financial Group, Inc. (the "Corporation").

2. These Articles of Dissolution have been duly adopted in accordance with Section 13.1-604.1 of the Virginia Code to put into effect and carry out the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and Its Affiliated Debtors (as amended or supplemented from time to time, and together with all agreements and instruments executed or to be executed in connection therewith, the "Plan"), as confirmed by order (the "Confirmation Order") of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the "Bankruptcy Court") entered on _____, in In re LandAmerica Financial Group, Inc., et al., Case No. 08-35594 (KRH) (the "Bankruptcy Case"). Provision for the making of these Articles of Dissolution is contained in the Plan and the Confirmation Order of the Bankruptcy Court, which has jurisdiction under the Bankruptcy Code and 28 U.S.C. § 1334, and which approved these Articles of Dissolution and designated the undersigned to deliver these Articles of Dissolution to the Virginia State Corporation Commission for filing.

3. The Articles of Dissolution hereby state as follows:

The undersigned, on behalf of the stock corporation set forth below, pursuant to § 13.1-743 of the Code of Virginia, states as follows:

1. The name of the corporation is LandAmerica Financial Group, Inc.

2. The dissolution was authorized on _____.

3. The Corporation's dissolution was authorized by vote of the sole director of the Corporation and in accordance with the Plan under Section 13.1-604.1 of the Code of Virginia. Shareholder action was not required because the Corporation has no shareholders.

Executed in the name of the Corporation by:

(signature)

(date)

(printed name)

(corporate title)

(corporation's SCC ID#)

(telephone number (optional))

The execution must be by the chairman or any vice-chairman of the board of directors, the president, or any other of its officers authorized to act on behalf of the Corporation.

Any correspondence regarding the filing of this document may be sent to:

(name)

(mailing address)

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EXHIBIT E

LandAmerica Trustees' Cooperation Agreement

This LandAmerica Trustees' Cooperation Agreement (the "Agreement") is entered into by the LFG Liquidating Trust (the "LFG Trust"); the LES Liquidating Trust (the "LES Trust"); Post-Effective Date LFG; and the LandAmerica Title Company Liquidating Trust, the LandAmerica Assessment Corporation Liquidating Trust, the LandAmerica Credit Services, Inc. Liquidating Trust, the Capital Title Group, Inc. Liquidating Trust, the Southland Title of San Diego Liquidating Trust, the Southland Title Corporation Liquidating Trust, and the Southland Title of Orange County Liquidating Trust (collectively "SD Trusts"), by and through their undersigned respective trustees (collectively, the "Trustees" and individually, the "LFG Trustee", the "LES Trustee", the "Dissolution Trustee", and the "SD Trustees"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and its Affiliated Debtors dated October 24, 2009 (the "Plan"), as amended and as confirmed.

Background

A. On November 26, 2008, LandAmerica Financial Group, Inc. ("LFG") and LandAmerica 1031 Exchange Services, Inc. ("LES") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"). On March 6, 2009, March 27, 2009, March 31, 2009, July 17, 2009, and October 12, 2009, the various LFG affiliates (LandAmerica Assessment Corporation, LandAmerica Title Company, Southland Title Corporation, Southland Title of Orange County, Southland Title of San Diego, LandAmerica Credit Services, Inc., and Capital Title Group, Inc.) each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, respectively. On or about September 9, 2009, LFG, LES, and the Subsidiary Debtors filed their joint Plan and Disclosure Statement.

B. The Disclosure Statement was approved on October 13, 2009. On or about [], 2009, the Bankruptcy Court entered an order confirming the Plan.

C. Pursuant to the Plan, the LFG Trust was formed to hold most of the remaining assets of LFG, however, Post-Effective Date LFG will retain certain assets consisting generally of LFG's interests in Orange County Bancorp, RQ Holdings, Inc., and certain other fund interests set forth on Schedule [] to the Plan. The SD Trusts were formed to hold the SD Trust Assets of each particular Subsidiary Debtor. The LES Trust was formed to hold the LES Remaining Assets and the ARS Litigation.

D. The Plan also provides for an initial funding of Post-Effective Date LFG by the LFG Trust, the disposition of Post-Effective Date LFG Assets, the indemnification of the Dissolution Trustee by the LFG Trust, and the allocation of responsibilities, costs, and tax liabilities/refunds between the Trustees concerning the preparation and filing of tax returns.

E. The LFG Trust and the LES Trust are also parties to the Inter-Trust Agreement regarding, among other things, the costs of storing and sharing of information between the LES Trust and the LFG Trust

F. The purposes for which the Plan was structured will be better accomplished by certain cooperation existing between the Trustees in executing the terms of the Plan concerning the LES Trust, the LFG Trust, Post-Effective Date LFG, and the SD Trusts.

Agreement

NOW, THEREFORE, in furtherance of the terms of the Plan, the Trustees agree as follows:

ARTICLE I **GENERAL COOPERATION**

1.1 Cooperation. The LFG Trustee and Dissolution Trustee hereby agree to cooperate generally with each other in all respects in the administration of Post-Effective Date LFG. In addition, the Trustees hereby agree to cooperate in the preparation and cost of filing of each respective parties' tax returns. The primary objective of this Agreement is to ease the administration of Post-Effective Date LFG, the LFG Trust, the LES Trust, and the SD Trusts to reduce or eliminate certain costs relating to such administration, to facilitate completion of the requirements of the Plan for which each entity is responsible, and to maximize the recovery for the holders of the beneficial interests in the LFG Trust, LES Trust, and SD Trusts consistent with the duties of the Trustees and the requirements of the Plan.

ARTICLE II **FUNDING AND INDEMNIFICATION**

2.1 Initial Funding of Post-Effective Date LFG. Within ten (10) business days of the Effective Date, the LFG Trustee shall cause \$2 million to be transferred from the LFG Trust to Post-Effective Date LFG (the "Initial Funding"). The Dissolution Trustee shall use the Initial Funding for the sole purpose of conducting the affairs of Post-Effective Date LFG in accordance with the Dissolution Governance Documents, the Plan, the Confirmation Order, and this Agreement. The Dissolution Trustee shall submit a monthly accounting of the use of the Initial Funding to the LFG Trustee, which reports shall be delivered to the LFG Trustee by the twenty-fifth day of the month subsequent to the end of each month for which a report is prepared. Upon the dissolution of Post-Effective Date LFG, the Dissolution Trustee shall return the balance of the Initial Funding remaining to the LFG Trust.

2.2 Additional Funding. Upon written request of the Dissolution Trustee, the LFG Trust shall reimburse and/or advance the Dissolution Trustee for all reasonable expenses, disbursements, and advances over and above the Initial Funding reasonably incurred or to be incurred by the Dissolution Trustee in accordance with this Agreement, the provisions of the Plan, the Confirmation Order, and the Dissolution Governance Documents. Such request shall detail the uses to which any such subsequent funding was or is to be applied. To the extent that the LFG Trustee determines that any additional funding request is unreasonable, the Dissolution Trustee may seek resolution of any such disputes between the LFG Trustee and the Dissolution

Trustee by having the Bankruptcy Court determine and resolve the reasonableness of any expenses incurred or planned to be incurred by the Dissolution Trustee for which the Dissolution Trustee seeks funding from the LFG Trust. The LFG Trustee will not reimburse expenses, disbursements, and advances resulting from the negligence, willful misconduct, or bad faith of the Dissolution Trustee, its counsel, or other professional retained by the Dissolution Trustee.

2.3 Indemnification of Dissolution Trustee. The LFG Trust shall indemnify and hold harmless the Dissolution Trustee (solely in its capacity as such) from any liability arising from actions taken by him in conducting the affairs of Post-Effective Date LFG pursuant to the Dissolution Governance Documents, the Plan, the Confirmation Order, or this Agreement, excluding any liability resulting from the negligence, willful misconduct, or bad faith of the Dissolution Trustee, its counsel, or other professional retained by the Dissolution Trustee.

ARTICLE III

ACCESS TO DATA, INFORMATION AND DOCUMENTS

3.1 LandAmerica Data, Information and Documents. For purposes of this Agreement, "LandAmerica Data, Information and Documents" shall include all information, communications, documents, factual materials, mental impressions, legal analysis, settlement proposals, memoranda, strategies, theories, interview reports, draft pleadings, motions, or briefs, deposition outlines and summaries, chronologies, and other work product of LFG or any of its direct and indirect subsidiaries.

3.2 Access to LandAmerica Data, Information and Documents. To the extent they are within its possession or control, the LFG Trust shall provide the Dissolution Trustee access to all LandAmerica Data, Information and Documents necessary for the Dissolution Trustee to carry out its duties pursuant to the Dissolution Governance Documents, the Plan, the Confirmation Order, and this Agreement. All LandAmerica Data, Information, or Documents provided to the Dissolution Trustee by the LFG Trust shall be used only in connection with the fulfillment of the Dissolution Trustee's duties pursuant to the Dissolution Governance Documents, the Plan, the Confirmation Order, and this Agreement and shall not be used for any other purpose without the prior express written consent of the LFG Trustee.

3.3 Privileged Information. To the extent the LandAmerica Data, Information and Documents provided by the LFG Trust to the Dissolution Trustee constitute privileged information ("Privileged LandAmerica Materials"), the Dissolution Trustee shall be required to sign a confidentiality agreement in a form and substance acceptable to the LFG Trustee. The Dissolution Trustee may share such Privileged LandAmerica Materials with any of its professionals provided such professionals are subject to such a confidentiality agreement. Furthermore, the Dissolution Trustee shall not disclose Privileged LandAmerica Materials to any other third party unless: (i) the LFG Trustee consents in writing to the disclosure of such Privileged LandAmerica Materials; or (ii) such disclosure of Privileged LandAmerica Materials is subject to a court-issued subpoena and/or court order; provided, however, that the Dissolution Trustee shall take all reasonable measures to ensure that such disclosure is subject to a confidentiality provision. Nothing in this Agreement shall obligate the LFG Trustee or the Dissolution Trustee to disclose or share any information or materials. The LFG Trustee and the

Dissolution Trustee may, in their sole discretion, implement such further procedures as they deem necessary to ensure no privilege is waived.

To the extent that the Dissolution Trustee is disclosing Privileged LandAmerica Materials pursuant to the terms of this Agreement, prior to any such disclosure the Dissolution Trustee shall (i) provide the LFG Trustee not less than three (3) business days written notice of such intended disclosure and (ii) take all reasonable steps to preserve the confidentiality of such Privileged LandAmerica Materials including, but not limited to, seeking appropriate protective orders and/or entering into confidentiality agreements with any parties receiving such information and/or materials (which confidentiality agreement shall be in form and substance acceptable to the LFG Trustee).

If the LFG Trustee objects to the disclosure of any Privileged LandAmerica Materials, he shall be entitled, on an expedited basis, to seek an order from the Bankruptcy Court prohibiting the disclosure of all or a portion of such Privileged LandAmerica Materials.

Upon the dissolution of Post-Effective Date LFG, the Dissolution Trustee shall promptly destroy or return to the LFG Trustee all non-original LandAmerica Data, Information, and Documents in its possession. All original LandAmerica Data, Information, and Documents should be returned promptly to the LFG Trustee.

ARTICLE IV **DISSOLUTION TRUSTEE DUTIES**

4.1 General. The Dissolution Trustee shall execute its duties and responsibilities in good faith, as a fiduciary, consistent with the Dissolution Governance Documents, the Plan, the Confirmation Order, and this Agreement.

4.2 Disposition of Post-Effective Date LFG Assets. The Dissolution Trustee shall dispose of all Post-Effective Date LFG Assets pursuant to the Dissolution Governance Documents, the Plan, the Confirmation Order, and this Agreement. All net proceeds from the sale or liquidation of any Post-Effective Date LFG Assets and any remaining assets after dissolution of Post-Effective Date LFG shall be promptly delivered to the LFG Trustee for transfer into the LFG Trust.

4.3 Notice of Proposed Disposition. In carrying out its responsibilities pursuant to the Dissolution Governance Documents, the Plan, the Confirmation Order, and this Agreement, the Dissolution Trustee's actions are subject to the following notice requirements:

- i. Except as provided in subparagraph (ii) below, the Dissolution Trustee shall provide notice to the Notice Parties (as defined below) of any proposed sale, liquidation, settlement, and/or abandonment of any Post-Effective Date LFG Assets.

- ii. The Dissolution Trustee shall submit a motion and memorandum in reasonable detail to the Bankruptcy Court concerning any proposed sale, liquidation, settlement, and/or abandonment of any of the assets of Orange County Bancorp.

If any of the Notice Parties object, the Dissolution Trustee shall submit a motion to the Bankruptcy Court seeking approval of the sale, liquidation, settlement or abandonment of any Post-Effective Date LFG Asset.

4.4 Notice Parties. Notice Parties for purposes of this Agreement shall constitute (i) each of the members of the LFG Trust Committee and (ii) the LFG Trustee.

ARTICLE V

TAX

5.1 Preparation of Tax Returns.

- a) The Dissolution Trustee shall be responsible for the preparation and filing of any and all (i) federal [consolidated] tax returns and (ii) state, local or other tax returns required for LFG as identified in Schedule 5.1 to this Agreement.
- b) The LFG Trustee shall be responsible for the preparation and filing of any state, local or other tax returns required for any of the LFG Subsidiaries who are not Subsidiary Debtors, except for LES or LES Subsidiaries, as identified in Schedule 5.1 to this Agreement.
- c) The SD Trustee shall be responsible for the preparation and filing of any state, local or other tax returns of its respective Subsidiary Debtor.
- d) The LES Trustee shall be responsible for the preparation and filing of any state, local or other tax returns required for LES and any LES Subsidiary.

5.2 Payment of Taxes. To the extent any tax liability or refund results from any non-federal consolidated tax return filed by any party hereto, such liability or refund shall be the sole responsibility/benefit of the party filing the return. The Trustees shall agree as to the allocation of tax liability/refunds that may result from the federal consolidated tax return. If the Trustees cannot agree as to the proper allocation of federal consolidated tax return liabilities/refunds, the Trustees shall move the Bankruptcy Court for a ruling as to the proper division thereof.

5.3 Sharing of Tax Return Preparation Costs. The LFG Trust, LES Trust, Post-Effective Date LFG, and the SD Trusts shall share the costs associated with the preparation of tax returns. The Trustees shall agree as to the portion of the tax return preparation costs for which each is responsible. If the Trustees cannot agree as to the proper division of costs associated with tax filings, the Trustees shall move the Bankruptcy Court for a ruling as to the proper division thereof.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Notices. Any notice or other communication required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or sent by electronic mail, nationally recognized overnight delivery service, or first-class mail to:

If to the LFG Trustee:

Bruce H. Matson
LeClair Ryan, A Professional Corporation
Riverfront Plaza, East Tower
951 E. Byrd Street, Eighth Floor
Richmond, Virginia 23219
Fax: 804-783-7629
E-mail: bruce.matson@leclairryan.com

If to the members of the LFG Trust Committee:

Citadel Equity Fund, Ltd.
C/O Citadel Investment Group, LLC
Attn: Mark Steen
Chicago, IL 60603
Fax: 312-267-7300
Email: mark.steen@citadelgroup.com

The Prudential Insurance Company of America
and related managed entities
Attn: Thomas E. Luther
Two Prudential Plaza, Suite 5600
180 N. Stetson Street
Chicago, IL 60601
Fax: _____
Email: thomas.luther@prudential.com

6.2 Amendments. Any amendments or modifications to this Agreement must be in writing and signed by the Trustees.

6.3 Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and applicable laws of the United States, without regard to any conflicts of laws principles that would require reference to the laws of other jurisdictions.

6.4 Venue. The Trustees agree to submit to the jurisdiction of the Bankruptcy Court in respect of any disputes arising from or concerning the rights and duties of the parties in connection with this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Trustees have caused this Agreement to be executed

BRUCE H. MATSON, as LFG TRUSTEE

By: _____
Name: Bruce H. Matson

_____, as **DISSOLUTION TRUSTEE**

By: _____
Name: _____

GERALD A. MCHALE, Jr. as LES TRUSTEE

By: _____
Name: Jerry McHale

**BRUCE H. MATSON, as TRUSTEE FOR THE
LANDAMERICA TITLE COMPANY LIQUIDATING
TRUST**

By: _____
Name: Bruce H. Matson

**BRUCE H. MATSON, as TRUSTEE FOR THE
LANDAMERICA ASSESSMENT CORPORATION
LIQUIDATING TRUST**

By: _____
Name: Bruce H. Matson

**BRUCE H. MATSON, as TRUSTEE FOR THE
LANDAMERICA CREDIT SERVICES, INC.
LIQUIDATING TRUST**

By: _____
Name: Bruce H. Matson

**BRUCE H. MATSON, as TRUSTEE FOR THE
CAPITAL TITLE GROUP, INC. LIQUIDATING
TRUST**

By: _____
Name: Bruce H. Matson

**BRUCE H. MATSON, as TRUSTEE FOR THE
SOUTHLAND TITLE OF SAN DIEGO
LIQUIDATING TRUST**

By: _____
Name: Bruce H. Matson

**BRUCE H. MATSON, as TRUSTEE FOR THE
SOUTHLAND TITLE CORPORATION
LIQUIDATING TRUST**

By: _____
Name: Bruce H. Matson

**BRUCE H. MATSON, as TRUSTEE FOR THE
SOUTHLAND TITLE OF ORANGE COUNTY
LIQUIDATING TRUST**

By: _____
Name: Bruce H. Matson

EXHIBIT F

LFG LIQUIDATION TRUST AGREEMENT

LANDAMERICA FINANCIAL GROUP, INC. in its capacity as debtor and debtor in possession and on behalf of itself and its respective chapter 11 estate (“LFG”), as settlor, and BRUCE H. MATSON, as trustee of the LFG Liquidation Trust (the “LFG Trustee”), by this LFG LIQUIDATION TRUST AGREEMENT, dated as of [_____] , 2009 (the “LFG Trust Agreement”), hereby establish the LFG Liquidation Trust (the “LFG Trust”), pursuant to the provisions set forth herein.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. dated October 12, 2009 (the “Plan”), as amended and as confirmed.

Background

- A. On November 26, 2008, LFG filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.
- B. On or about September 9, 2009, LFG filed its Plan and Disclosure Statement.
- C. The Disclosure Statement was approved on October 13, 2009.
- D. On or about [_____] , the Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Plan.
- E. The Plan provides that, on the Effective Date, LFG shall grant, assign, transfer, convey and deliver all of its rights, title and interest in (a) the Other Litigation¹, (b) the LFG Remaining Assets², and (c) the LFG Trust Initial Fund (collectively, the “LFG Trust Assets”³) to, and for the benefit of, the holders of Allowed Class LFG 3 Claims and Allowed Class LFG 5 Claims and each of their respective successors, assigns and heirs (collectively, the “LFG Trust Beneficiaries”) and to the holders of Allowed Class LFG 4 Claims solely for distribution in accordance with this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees’ Cooperation Agreement, the Plan, and the Confirmation Order.

¹ Pursuant to Section 1.158 of the Plan, “Other Litigation” means all Claims and Causes of Action of LFG and/or LES against (a) prepetition officers and directors of LFG, LES or Former Underwriter Subsidiaries, in their capacity as such; and (b) professional services firms and/or their members, partners, owners, interest holders, or employees, including, but not limited to, attorneys, accountants, auditors, actuaries, and tax, financial or valuation analysts, professionals, or consultants, that provided services to LFG or LES prior to the Petition Date. Other Litigation shall expressly include any Causes of Action (other than the LES 2008 E&O Policy Actions) to enforce the rights of LFG or LES under any insurance policies issued to them. Notwithstanding the foregoing, the professionals identified in subsection (b) shall not include the Persons identified in subsection (a) of the definition of ARS Litigation.

² Pursuant to Section 1.129 of the Plan, the “LFG Remaining Assets” means all Assets of LFG as of the Effective Date, after payment of the LFG Remaining Assets Expenses, other than (a) the Post-Effective Date LFG Assets, (b) the Other Litigation, and (c) the ARS Litigation. For the avoidance of doubt, the LFG Remaining Assets shall include, but shall not be limited to, (i) any LFG Waterfall Distribution, (ii) the LFG Remaining Assets Proceeds, (iii) LFG Chapter 5 Litigation, and (iv) any Plan Distribution received by LFG in satisfaction of the Operating I/C Claim.

³ The LFG Trust Assets shall be allocated to the proper sub-trusts, the Other Litigation Sub-Trust and the LFG Remaining Assets Sub-Trust, in accordance with the Plan.

F. The LFG Trust is being created pursuant to this LFG Trust Agreement for the sole purpose of liquidating the LFG Trust Assets and distributing the LFG Trust Proceeds to the LFG Trust Beneficiaries (and the holders of Allowed LFG Class 4 Claims), in accordance with this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order.

G. The LFG Trustee shall have all powers necessary to implement the provisions of this LFG Trust Agreement and administer the LFG Trust, including, without limitation, the power to: (i) prosecute for the benefit of the LFG Trust Beneficiaries through counsel and other professionals selected by the LFG Trustee any causes of action that may from time to time be held by the LFG Trust; (ii) preserve, maintain and liquidate the LFG Trust Assets; (iii) distribute the LFG Trust Proceeds to the LFG Trust Beneficiaries (and the holders of Allowed LFG Class 4 Claims); and (iv) otherwise perform the functions and take the actions provided for in this LFG Trust Agreement or permitted in the Plan and/or the Confirmation Order or in any other agreement executed pursuant to the Plan, in each case subject to the provisions of Section 6.3 of this LFG Trust Agreement regarding the rights of the LFG Trust Committee and the Other Litigation Committee (collectively, the "LFG Oversight Committees").

Agreement

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, LFG and the LFG Trustee agree as follows:

ARTICLE I **DECLARATION OF TRUST**

1.1 Creation of Trust. LFG and the LFG Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, hereby constitute and create the LFG Trust, which shall bear the name "LFG Liquidation Trust." In connection with the exercise of the LFG Trustee's power hereunder, the LFG Trustee may use this name or such variation thereof as the LFG Trustee sees fit. The LFG Trust shall include two sub-trusts, which shall be referred to herein as the "Other Litigation Sub-Trust" and the "LFG Remaining Assets Sub-Trust".

1.2 Purpose of LFG Trust. The purpose of this LFG Trust Agreement is to implement Article VIII of the Plan on behalf, and for the benefit, of the LFG Trust Beneficiaries and, as provided herein, holders of Allowed Class LFG 4 Claims, and to serve as a mechanism for liquidating and converting to cash the LFG Trust Assets and distributing the LFG Trust Proceeds to the LFG Trust Beneficiaries in accordance with this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order.

1.3 Transfer of LFG Trust Assets.

(a) In full satisfaction (in addition to the other distributions provided for under the Plan) of all Allowed Class LFG 3 Claims, Allowed Class LFG 4 Claims and Allowed Class LFG 5 Claims, LFG hereby transfers on the Effective Date, for the sole benefit of the LFG Trust Beneficiaries (and holders of Allowed Class LFG 4 Claims), pursuant to Bankruptcy Code

sections 1123(a)(5)(B) and 1123(b)(3)(B) and in accordance with the Plan and the Confirmation Order, the LFG Trust Assets to the LFG Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Bankruptcy Code section 1141(c). Nothing in this LFG Trust Agreement is intended to, or shall be construed to, effect a release, extinguishment or compromise of any claim or cause of action transferred to the LFG Trust pursuant to this LFG Trust Agreement. The LFG Trust Assets, the LFG Trust Proceeds, and all other property held from time to time by the LFG Trust under this LFG Trust Agreement and any earnings, including, without limitation, interest, on any of the foregoing (collectively, the “LFG Trust Property”), are to be applied by the LFG Trustee in accordance with the terms hereof, the Inter-Trust Agreement, the LandAmerica Trustees’ Cooperation Agreement, the Plan and the Confirmation Order for the benefit of the LFG Trust Beneficiaries holders of Allowed LFG Class 4 Claims and for no other party, subject to the further covenants, conditions and terms hereinafter set forth. The LFG Trust Assets shall be allocated to the applicable sub-trust as provided in the Plan or Confirmation Order.

(b) As provided in the Plan, the Post-Effective Date Assets shall be liquidated by the Dissolution Trustee and the Dissolution Trustee shall deliver to the LFG Trustee, the net proceeds from the liquidation of the Post-Effective Date Assets. The LFG Trustee may commence an action in the Bankruptcy Court to resolve any dispute regarding the allocation of the proceeds of any Assets retained by Post Effective-Date LFG pursuant to the Plan and Confirmation Order. To the extent necessary or appropriate, the LFG Trustee may be designated as a representative of one or more of the LFG Subsidiaries pursuant to Bankruptcy Code section 1123(b)(3)(B) to enforce or pursue any Assets that remain property of such LFG Subsidiaries. To the extent that any LFG Subsidiary is a LFG Subsidiary Debtor, the LFG Trustee shall serve as the Trustee for the applicable SD Trust.

(c) For all federal, state and local income tax purposes, each holder of an Allowed Claim in Class LFG 3, Class LFG 4 and Class LFG 5 shall be treated as transferring such Allowed Claim to LFG in exchange for the holder’s share of the LFG Trust Assets (subject to the liabilities of LFG assumed by the LFG Trust), in addition to other distributions to which the holder may be entitled under the Plan, and then as transferring the holder’s share of the LFG Trust Assets (subject to the liabilities) to the LFG Trust in exchange for the holder’s share of LFG Trust Proceeds in accordance with the terms of the Plan (collectively the “LFG Beneficial Interests”); *provided however*, that in the case of the Allowed Claims of the Indenture Trustee in respect of each of the Convertible Senior Debentures, all references to “holders” in this Section 1.3(c) shall be to the beneficial holders of the Convertible Senior Debentures, as applicable.

(d) LFG, the LFG Trustee and the LFG Trust Beneficiaries shall each value the LFG Trust Assets and assumed liabilities consistently for federal and other income tax purposes. After the Effective Date, the LFG Trustee, in reliance upon such professionals as the LFG Trustee may retain, shall make a good faith valuation of the LFG Trust Assets no later than 90 days following the Effective Date. Such valuation shall be made available from time to time, to the extent necessary or appropriate as reasonably determined by the LFG Trustee in reliance on its professionals or as directed by the LFG Oversight Committees (which may include posting such valuation on a website established by the LFG Trust), and used consistently by all parties

(including, without limitation, LFG, the Debtors, the LFG Trustee, the Dissolution Trustee, and the LFG Trust Beneficiaries) for federal and other income tax purposes.

1.4 Liquidation of LFG Trust Assets. The LFG Trustee shall, in an expeditious but orderly manner and subject to the other provisions of the Plan and this LFG Trust Agreement, liquidate and convert to cash the LFG Trust Assets, make timely distributions in accordance with the terms hereof and not unduly prolong the existence of the LFG Trust. The LFG Trustee shall exercise reasonable business judgment and liquidate the LFG Trust Assets to maximize net recoveries; provided, however, that the LFG Trustee shall be entitled to take into consideration the risks, timing, and costs of potential actions in making determinations as to the maximization of recoveries. Such liquidations may be accomplished through (a) the prosecution, compromise, settlement, abandonment and/or dismissal of any or all claims, rights or causes of action or (b) the sale, abandonment and/or other disposition of the LFG Trust Assets (in whole or in combination, and including the sale of any claims, rights or causes of action). Pursuant to such agreed upon budget(s) in accordance with Section 4.4 of this LFG Trust Agreement, the LFG Trustee may incur any reasonable and necessary expenses in connection with the liquidation and conversion of the LFG Trust Assets into cash or in connection with the administration of the LFG Trust.

1.5 Appointment and Acceptance of LFG Trustee. The LFG Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The LFG Trustee accepts the LFG Trust created by this LFG Trust Agreement and the grant, assignment, transfer, conveyance and delivery to the LFG Trustee, on behalf, and for the benefit, of the LFG Trust Beneficiaries (and holders of Allowed Class LFG 4 Claims), by LFG of all of its respective right, title and interest in the LFG Trust Assets, upon and subject to the terms and conditions set forth herein, in the Plan and in the Confirmation Order.

1.6 No Reversion to Debtors. In no event, except as otherwise provided in the Plan and/or this Trust Agreement, shall any part of the LFG Trust Property revert to or be distributed to LFG or any of the Debtors. To the extent that any property or Assets remain in the LFG Trust after satisfaction in full of all Allowed Class LFG 3, LFG 4 and LFG 5 Claims and all of the costs and expenses of the administration of the LFG Trust, the LFG Trustee may request an order from the Bankruptcy Court authorizing that such residue be contributed to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code, or authorizing such other disposition as recommended by the LFG Trustee and approved by the Bankruptcy Court.

1.7 Incidents of Ownership. The LFG Trust Beneficiaries (and holders of Allowed Class LFG 4 Claims) shall be the sole beneficiaries of the LFG Trust, the LFG Trust Assets and the LFG Trust Property, and the LFG Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein, in the Plan and in the Confirmation Order, including, but not limited to, those powers set forth in Section 6.1 hereof.

1.8 Abandonment of assets of the Other Litigation Sub-Trust.

(a) In the event the LFG Trustee determines to abandon any assets of the Other Litigation Sub-Trust consistent with the approval rights of the Other Litigation Committee

(the “Abandoned Assets”), the LFG Trustee shall provide written notice of such intent to the LES Trustee. To the extent that the LES Trustee determines it would like to pursue the Abandoned Assets, within fifteen (15) calendar days of the receipt of notice of intent to abandon the Abandoned Assets, the LES Trustee shall notify the LFG Trustee in writing of such desire, and within fifteen (15) days following the receipt of such notice, the LFG Trustee shall transfer the Abandoned Asset to the LES Trust. Upon transfer of any Abandoned Asset, the LES Trust shall become responsible for any and all costs and/or expenses (including any professional fees) relating to the pursuit of any such Abandoned Assets transferred by the LFG Trustee to the LES Trust subsequent to such transfer, which costs and expenses shall be absorbed by the LES Trust in a manner that does not otherwise reduce or dilute (or have the affect of reducing or diluting) any distribution to which the LFG Trust may be entitled (or would otherwise be entitled) from the LES Trust. Notwithstanding the foregoing, any proceeds from any recovery made in respect of an Abandoned Asset shall be treated as, and distributed to the parties as, any Waterfall Proceeds are so treated hereunder.

(b) Subject to the limitations of Section 1.8(c) below, in the event that the LES Trust believes that the LFG Trustee is not pursuing any of the assets of the LFG Trust, the LES Trust may make a written request that the LFG Trustee (i) commence an action to pursue the asset of the LFG Trust within thirty (30) days of receipt or such written request, (ii) provide written notification of the LFG Trustee’s intent to pursue such assets, or (iii) provide written notification of the LFG Trustee’s intent to abandon such assets. If the LFG Trustee provides notice of his intent to abandon such assets, the LES Trust may, in accordance with the preceding paragraph, seek a transfer of such Abandoned Asset to the LES Trust.

(c) Notwithstanding the foregoing, to the extent the LES Trust sends any notice pursuant to Section 1.8(b) within one year of the Effective Date, the LFG Trustee shall have ninety (90) days to respond to the LES Trust in any manner set forth in Section 1.8(b).

(d) In the event that the LFG Trustee and the LES Trustee agree, that for whatever reason, it is advantageous for the LES Trust to pursue an asset of the LFG Trust, the LFG Trustee and the LES Trustee shall work cooperatively to transfer such asset to the LES Trust and to provide the appropriate mechanisms for the LES Trust to pursue such asset. In such circumstances, the net proceeds will be shared as agreed by the two Trustees, if the asset is not a Waterfall Asset.

ARTICLE II

LFG TRUST BENEFICIARIES

2.1 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a LFG Beneficial Interest, the LFG Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the LFG Trustee may elect to make no payment or distribution with respect to the LFG Beneficial Interest represented by the claims or demands involved, or any part thereof, and the LFG Trustee shall refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the LFG Trustee shall not be or become liable to any party for its refusal to comply with any of such conflicting claims or demands. The LFG Trustee shall be entitled to refuse to act until either (i) the rights of

the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court (or such other court of proper jurisdiction) or (ii) all differences have been resolved by a written agreement among all of such parties and the LFG Trustee, which agreement shall include a complete release of the LFG Trust and the LFG Trustee (the occurrence of either (i) or (ii) being referred to as a “Dispute Resolution” in this Section 2.1). Until a Dispute Resolution is reached with respect to such conflicting claims or demands, the LFG Trustee shall hold in a segregated interest-bearing account with a United States financial institution any payments or distributions from the LFG Trust to be made with respect to the LFG Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the LFG Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

2.2 Rights of LFG Trust Beneficiaries. Each LFG Trust Beneficiary shall be entitled to participate in the rights and benefits due to a LFG Trust Beneficiary hereunder according to the terms of its LFG Beneficial Interest. Each LFG Trust Beneficiary shall take and hold the same, subject to all the terms and conditions of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees’ Cooperation Agreement, the Plan, and the Confirmation Order. The interest of a LFG Trust Beneficiary is hereby declared and shall be in all respects personal property. Except as expressly provided hereunder, a LFG Trust Beneficiary shall have no title to, right to, possession of, management of or control of the LFG Trust or the LFG Trust Property.

2.3 Interest LFG Beneficial Only. The ownership of a LFG Beneficial Interest in the LFG Trust shall not entitle any LFG Trust Beneficiary to any title in or to the LFG Trust Property or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

2.4 Evidence of LFG Beneficial Interest. Ownership of a LFG Beneficial Interest in the LFG Trust will be evidenced by the books and records of the LFG Trust maintained by the LFG Trustee. The LFG Trustee shall, upon written request of a LFG Trust Beneficiary, provide reasonably adequate documentary evidence of such LFG Trust Beneficiary’s LFG Beneficial Interest, as indicated in the books and records of the LFG Trust. The expense of providing such documentation shall be borne by the requesting LFG Trust Beneficiary.

2.5 Transfers of LFG Beneficial Interests. LFG Beneficial Interests shall be reflected on the books and records of the LFG Trust, however, no physical certificates shall be issued representing the LFG Beneficial Interests, which interests may only be transferred, sold or assigned to a Permitted Transferee in accordance with the Plan.

2.6 Limited Liability. No provision of this LFG Trust Agreement, the Plan or the Confirmation Order, and no mere enumeration herein of the rights or privileges of any LFG Trust Beneficiary, shall give rise to any liability of such LFG Trust Beneficiary solely in its capacity as such, whether such liability is asserted by LFG or any other Debtor, by creditors or employees of LFG or any other Debtor, or by any other Person. LFG Trust Beneficiaries are deemed to receive the LFG Trust Property in accordance with the provisions of this LFG Trust Agreement, the Plan and the Confirmation Order in exchange for their Allowed Class LFG 3 and

LFG 5 Claims, as applicable, without further obligation or liability of any kind, but subject to the provisions of this LFG Trust Agreement.

ARTICLE III
DURATION AND TERMINATION OF LFG TRUST

3.1 Duration. The LFG Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The LFG Trust shall terminate (the "Termination Date") upon the occurrence of the earlier of (i) the full liquidation, administration and distribution of the LFG Trust Property in accordance with the Plan, the Confirmation Order, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, and this LFG Trust Agreement and the full performance of all other duties and functions of the LFG Trustee set forth in the Plan, the Confirmation Order, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, and this LFG Trust Agreement and (ii) the fifth anniversary of the Effective Date, subject to one or more finite extensions, which must be approved by the Bankruptcy Court pursuant to the terms set forth in the Plan within thirty days prior to the then-current termination date and provided that the LFG Trustee receives (x) an opinion of counsel or a favorable ruling from the Internal Revenue Service to the effect that any such extension would not adversely affect the status of the LFG Trust as a grantor trust for federal income tax purposes, and (y) an opinion of counsel to the effect that any such extension would not result in the LFG Trust of the LFG Beneficial Interests being required to be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Investment Company Act of 1940 (collectively, the "Securities Law Acts"). Notwithstanding anything to the contrary in this LFG Trust Agreement, in no event shall the LFG Trustee unduly prolong the duration of the LFG Trust, and the LFG Trustee shall, in the exercise of its reasonable business judgment and in the interests of the LFG Trust Beneficiaries, at all times endeavor to (i) liquidate the LFG Trust Property to maximize net recoveries and (ii) otherwise terminate the LFG Trust as soon as practicable in accordance with this LFG Trust Agreement.

3.2 Continuance of LFG Trust for Winding Up. After the termination of the LFG Trust and solely for the purpose of liquidating and winding up the affairs of the LFG Trust, the LFG Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all the LFG Trust Property, the LFG Trustee shall retain the books, records and files that shall have been delivered to or created by the LFG Trustee, provided however the LFG Trustee may seek authority from the Bankruptcy Court to modify the extent to which such records must be retained. At the LFG Trustee's discretion, all of such records and documents may be destroyed at any time following the date that is six years after the final distribution of LFG Trust Property (unless such records and documents are necessary to fulfill the LFG Trustee's obligations pursuant to Sections 4.7(a), 5.1 and 6.1 hereof), subject to the terms of the Inter-Trust Agreement, any joint prosecution and common interests agreement(s) to which the LFG Trustee may be party. Except as otherwise specifically provided herein, upon the final distribution of LFG Trust Property, the LFG Trustee shall be deemed discharged and have no further duties or obligations hereunder, except to account to the LFG Trust Beneficiaries as provided in Section 4.4 hereof and as may be imposed on the LFG Trustee by virtue of Section 6.1 hereof, and the LFG Trust will be deemed to have been dissolved.

ARTICLE IV
ADMINISTRATION OF LFG TRUST

4.1 Payment of Claims, Expenses and Liabilities. Subject to the budget agreed upon by the applicable LFG Oversight Committees in accordance with Section 4.4 of this LFG Trust Agreement, the LFG Trustee shall use cash funds of the LFG Trust: (i) to pay reasonable administrative expenses of the LFG Trust that are incurred (including, but not limited to, any taxes imposed on the LFG Trust or professional fees and expenses in connection with the administration and liquidation of the LFG Trust Property and preservation of books and records as provided in Section 3.2 hereof); (ii) to satisfy other obligations or other liabilities incurred or assumed by the LFG Trust (or to which the LFG Trust Property is otherwise subject) in accordance with the Plan, the Confirmation Order, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, or this LFG Trust Agreement, including fees and costs incurred in connection with the protection, preservation, liquidation and distribution of the LFG Trust Assets and LFG Trust Property and the costs of investigating, prosecuting and resolving the Trust Causes of Action; and (iii) to satisfy any other obligations of the LFG Trust expressly set forth in the Plan.

4.2 Distributions.

(a) Generally. From the Effective Date through the Termination Date the LFG Trust will distribute at least annually to the LFG Trust Beneficiaries, consistent with the terms of the Plan and the budget(s) approved by the LFG Oversight Committees (including all reserves), its net income and all net proceeds from the sale or other disposition of assets held by, the LFG Trust (including, but not limited to, any proceeds of litigation whether received from the Other Litigation Sub-Trust or otherwise), other than an amount of net income or proceeds (i) required by the LFG Trust Agreement, any law, regulation, rule, ruling, directive, treaty or other governmental requirement, (ii) reasonably necessary to maintain the value of the assets held by the LFG Trust, or (iii) reasonably necessary to meet claims and contingent liabilities of the LFG Trust, provided, however, that (i) the LFG Trustee shall cause the Initial Distribution to be made within ten (10) business days of the Effective Date, unless excused by the LFG Trust Committee, and (ii) the LFG Trust Committee may authorize the LFG Trust to retain LFG Trust Proceeds to fund additional litigation with respect to LFG Trust Causes of Action. Distributions of LFG Trust Proceeds shall be made to the LFG Trust Beneficiaries (and holders of Allowed Class LFG 4 Claims) as reflected in the LFG Trustee's register thereof.

(b) Waterfall Proceeds. Distributions of the LFG Trust Proceeds that consist of Waterfall Proceeds shall be made according to the distribution scheme described in Article VIII of the Plan and herein. At the time the LFG Trustee files his motion to approve the resolution of any of the Waterfall Assets, the LFG Trustee shall provide the LES Trustee with notice of the proposed distribution of the anticipated Waterfall Proceeds. Such notice shall be substantially in the form of the notice attached as Annex C and shall include, *inter alia*, information regarding collective Waterfall Proceeds distributions made by both Trustees and a proposed allocation between the LFG Trust and the LES Trust of such proposed Waterfall Proceeds distribution, including an accounting of the gross proceeds and applicable recovery expenses. If the LES Trustee disagrees with the proposed Waterfall Proceeds distribution and/or the allocation between the LFG Trust and the LES Trust, the LES Trustee shall provide the LFG

Trustee with written notification of such dispute. Upon receipt of such notice, the Trustees shall work in good faith for not less than ten (10) days to resolve such dispute. If the Trustees are unable to resolve the dispute within fifteen (15) days, the Bankruptcy Court shall resolve such dispute in connection with the hearing to approve the settlement of the Waterfall Assets.

(i) Waterfall Proceeds shall be distributed in the following order of priority:

- First, the initial \$8 million of the Waterfall Proceeds shall be disbursed to the LFG Trust;
- Second, the next \$65 million of Waterfall Proceeds shall be distributed to the LES Trust;
- Third, the next \$3 million of Waterfall Proceeds shall be distributed to the LFG Trust;
- Fourth, 65% of the next \$159 million of Waterfall Proceeds shall be distributed to the LES Trust, and the remaining 35% of such proceeds shall be distributed to the LFG Trust; and
- Fifth, Waterfall Proceeds in excess of \$235 million shall be split evenly (i.e., 50% each) between (i) the LFG Trust and (ii) the LES Trust.

(c) LFG Trust Property Available for Distribution. Notwithstanding anything in this LFG Trust Agreement to the contrary, the LFG Trustee shall cause the LFG Trust at all times to retain sufficient funds (the “Expense Reserve”) as the LFG Trustee shall determine, in consultation with the applicable LFG Oversight Committees and subject to the budget(s) agreed upon by the LFG Oversight Committees in accordance with Section 4.4 of this LFG Trust Agreement, as are reasonably necessary for the LFG Trust to: (i) meet contingent liabilities and maintain the value of the LFG Trust Assets during liquidation; (ii) make the payments and satisfy the obligations and liabilities described in Section 4.1; and (iii) fund any other amounts as required under the Plan and as identified in the LFG Trust budget, as well as the fees and expenses of the LFG Trustee, the LFG Oversight Committees members, the LFG Trust and the professionals retained by the LFG Trustee (the “Trust Professionals”).

Neither the Debtors, nor any LFG Trust Beneficiary will have any responsibility with respect to LFG Trust Cause of Action litigation costs, LFG Trustee’s fees or other expenses of administration of the LFG Trust (collectively, “Trust Expenses”). Except as provided in Section 1.8 all Trust Expenses shall be paid by the LFG Trust.

(d) Priority of Distribution of LFG Trust Proceeds. Any LFG Trust Property available for distribution shall be applied, (i) first, to the fees, costs, expenses and liabilities of the LFG Trust and the LFG Trustee (including the fees and expenses of the Trust Professionals and the LFG Trust Committee Expenses, as defined in Section 6.2) as provided in Section 4.1;

and (ii) second, to distributions to LFG Trust Beneficiaries in accordance with the terms of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order.

(e) Distribution of LFG Trust Proceeds Upon Termination. Except as provided in Section 1.6 hereof, promptly following the termination of the LFG Trust, the LFG Trustee shall distribute any amounts not yet distributed from the LFG Trust to the LFG Trust Beneficiaries in accordance with the terms of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order.

(f) De Minimis Distributions. No distribution shall be required to be made hereunder to any holder of a LFG Beneficial Interest unless such holder is entitled to receive, in any distribution from the LFG Trust, at least \$25.00. Any holder of a LFG Beneficial Interest on account of which the amount of cash to be distributed pursuant to any distribution from the LFG Trust is less than \$25.00 shall be deemed to have no claim for such distribution against the Debtors, the LFG Trust or the LFG Trust Property. Subject to Section 4.3 hereof, any cash not distributed pursuant to this Section 4.2(g) shall be the property of the LFG Trust free of any restrictions thereon.

(g) Location for Distributions; Notice of Change of Address. Distributions shall be made by the LFG Trustee to LFG Trust Beneficiaries at the address set forth on each LFG Trust Beneficiary's Proof of Claim or if no Proof of Claim was filed in the Debtors' Schedules. Each LFG Trust Beneficiary shall be responsible for providing the LFG Trustee with timely written notice of any change in address. The LFG Trustee is not obligated to make any effort to determine the correct address of any LFG Trust Beneficiary.

(h) Distributions Made Under Convertible Senior Debentures. The initial distribution by the LFG Trustee shall be made to the Indenture Trustee for the Convertible Senior Debentures, and thereafter the LFG Trustee may rely on any information provided by DTC and/or by the Indenture Trustee to the LFG Trustee regarding the beneficial holders of the Convertible Senior Debentures as of the Distribution Record Date with respect to future distributions in respect of the Convertible Senior Debentures.

(i) Compensation of Indenture Trustee. The LFG Trustee is not responsible for enforcing or approving the reasonableness of any charging lien executed for the benefit of the Indenture Trustee.

4.3 Undeliverable Property.

(a) If any distribution of LFG Trust Proceeds or other LFG Trust Property to a LFG Trust Beneficiary is returned to the LFG Trustee as undeliverable, no further distribution to such LFG Trust Beneficiary shall be made unless and until the LFG Trustee is notified in writing of such LFG Trust Beneficiary's then-current address. For purposes of this LFG Trust Agreement, undeliverable distributions shall include checks sent to a LFG Trust Beneficiary, respecting distributions to such LFG Trust Beneficiary, which checks have not been cashed

within six months following the date of issuance of such checks. Undeliverable distributions shall remain in the possession of the LFG Trustee until the next distribution date that the relevant distribution becomes deliverable (in which event it shall be distributed to such LFG Trust Beneficiary), subject to Section 4.3(b) hereof.

(b) Any LFG Trust Beneficiary that does not assert a claim for an undeliverable distribution of LFG Trust Proceeds or other LFG Trust Property held by the LFG Trust prior to the date that is the earlier of two years after the date of the distribution or six (6) months after all of the LFG Trust Property has been distributed (other than undeliverable distributions), shall no longer have any claim to or interest in such undeliverable distribution. For the avoidance of doubt, the LFG Trustee shall have no obligation to establish any reserve in respect of any undeliverable distribution at the time of the final distribution of LFG Trust Property if such final distribution occurs more than two years after the initial distribution. In such cases, title to and all LFG Beneficial Interests in any such undeliverable distributions shall revert to or remain in the LFG Trust and shall be redistributed to the remaining holders of LFG Beneficial Interests in accordance with Section 4.2 of this LFG Trust Agreement.

4.4 Reports.

(a) The LFG Trustee shall deliver reports to members of the LFG Oversight Committees annually, which reports shall specify in reasonable detail: (i) the status of the LFG Trust Causes of Action and other LFG Trust Assets assigned to the LFG Trust, including any settlements entered into by the LFG Trust; (ii) the fees and expenses of the LFG Trust, the LFG Trustee, the Trust Professionals, and the members of the LFG Trust Committee incurred and/or earned during the most recent year; (iii) the aggregate fees and expenses of the LFG Trust, the LFG Trustee and the Trust Professionals incurred and/or earned since the date of this LFG Trust Agreement; (iv) the amount of LFG Trust Proceeds received by the LFG Trust during the most recent year; (v) the aggregate amount of LFG Trust Proceeds received by the LFG Trust since the date of this LFG Trust Agreement; (vi) the calculation of the LFG Trust Property available for distribution for the next distribution date; (vii) the aggregate amount of distributions from the LFG Trust to LFG Trust Beneficiaries since the date of this LFG Trust Agreement; and (viii) such other information as the LFG Oversight Committees may reasonably request from time to time. The LFG Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions (i) as may be necessary to cause the LFG Trust and the LFG Trustee to be in compliance with applicable law or (ii) as may be otherwise reasonably requested from time to time by the LFG Oversight Committees.

(b) The LFG Trustee shall prepare and submit to the applicable LFG Oversight Committees for approval an annual plan and budget at least 30 days prior to the commencement of each fiscal year of the LFG Trust; provided, however, that the first such report shall be submitted no later than 30 days after the Effective Date. Such annual plan and budget shall set forth in reasonable detail: (i) the LFG Trustee's anticipated actions to administer and liquidate the LFG Trust Assets; and (ii) the anticipated expenses, including professional fees, associated with conducting the affairs of the LFG Trust. Such annual plan and budget shall be updated and submitted to the applicable LFG Oversight Committee for review and approval on a quarterly basis, and each such quarterly update shall reflect the differences between the anticipated actions described in the annual report and actual operations of the LFG Trust to date.

All actions by the LFG Trustee must be consistent with the plan and budget, as updated and approved by the applicable LFG Oversight Committee.

(c) The LFG Trustee shall provide the LFG Oversight Committees with such other information as may be reasonably requested by such committees from time to time or on a regular basis by the LFG Oversight Committees.

(d) The LFG Trustee shall issue and deliver, or make available by posting on a website or otherwise, to all LFG Trust Beneficiaries financial reports no less often than quarterly, containing the types of information set forth in Section 4.4(a) above, in such form and in such detail as it deems appropriate in consultation with the LFG Oversight Committees.

4.5 Securities Law Acts. If the LFG Trust becomes subject to the registration requirements of any of the Securities Law Acts, the LFG Trustee shall cause the LFG Trust to register pursuant to, and comply with, the applicable reporting requirements of the Securities Law Act.

4.6 Fiscal Year. Except for the first and last years of the LFG Trust, the fiscal year of the LFG Trust shall be the calendar year. For the first and last years of the LFG Trust, the fiscal year of the LFG Trust shall be such portion of the calendar year that the LFG Trust is in existence.

4.7 Books and Records. (a) Subject to the provisions of Section 3.2 hereof, the LFG Trustee shall retain and preserve LFG's books, records and files that shall have been delivered to or created by the LFG Trustee, including all such books, records and files as may be needed to investigate, prosecute and resolve the causes of action held by the LFG Trust. The LFG Trustee shall cause the LFG Trust to perform its obligations under any non-prosecution and/or joint prosecution and common interest agreements to which the LFG Trust has succeeded or the LFG Trustee is party, and shall retain or destroy copies of any information that was provided or received pursuant to the terms of any such agreements.

(b) Subject to the provisions of Section 3.2 hereof, the LFG Trustee shall maintain, in respect of the LFG Trust and the holders of LFG Beneficial Interests, books and records relating to the assets and the income of the LFG Trust and the payment of expenses of the LFG Trust and the LFG Trustee, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof in accordance with the provisions of this LFG Trust Agreement and applicable provisions of law, including tax law. The LFG Trustee shall provide any member of any LFG Oversight Committees with access to such books and records during normal business hours as may be reasonably requested with advance notice.

4.8 Cash Payments. All distributions required to be made by the LFG Trustee to the holders of LFG Beneficial Interests shall be made in cash denominated in U.S. dollars by checks drawn on a domestic bank selected by the LFG Trustee or, at the option of the LFG Trustee, by wire transfer from a domestic bank selected by the LFG Trustee; provided, however, that cash payments to foreign holders of LFG Beneficial Interests may be made, at the option of the LFG Trustee, in such funds as and by such means as are necessary or customary in a particular foreign

jurisdiction. All cash of the LFG Trust shall be maintained in a United States financial institution.

4.9 Insurance. The LFG Trust shall maintain customary insurance coverage for the protection of the LFG Trustee, the members of the LFG Trust Committee and any such other persons serving as administrators and overseers of the LFG Trust on and after the Effective Date as the LFG Trustee determines to be appropriate in consultation with the LFG Trust Committee.

4.10 Disputes. To the extent a dispute arises between the LFG Trustee and either of the LFG Oversight Committees concerning the performance of any of the powers, duties, and/or obligations herein, either the LFG Trustee or the LFG Oversight Committee in question may file a motion and/or other pleadings with the Bankruptcy Court and obtain advice and guidance or such other relief as may be appropriate concerning a resolution of the matter(s) in dispute between the parties. In such event, the relevant LFG Oversight Committee shall have the right to engage legal counsel to advise it with respect to the matter(s) in dispute and the reasonable fees and expenses of such legal counsel shall be reimbursed by the LFG Trustee from Cash in the LFG Trust.

ARTICLE V **TAX MATTERS**

5.1 Tax Treatment. LFG, the other Debtors, the LFG Trustee and the holders of LFG Beneficial Interests will treat the LFG Trust as a “liquidating trust” within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. Consistent with this treatment, for all federal, state and local income tax purposes, each holder of an Allowed Class LFG 3 Claim, an Allowed Class LFG 4 Claim, and an Allowed Class LFG 5 Claim shall be treated as transferring such Allowed Claim or Interest to LFG in exchange for the holder’s share of the LFG Trust Assets (subject to the liabilities of LFG assumed by the LFG Trust), in addition to other distributions to which the holder may be entitled to under the Plan, and then as transferring the holder’s share of the LFG Trust Assets (subject to the liabilities) to the LFG Trust in exchange for the holder’s LFG Beneficial Interest in the LFG Trust; *provided however*, that in the case of the Allowed Claims of the Indenture Trustee in respect of each of the Convertible Senior Debentures, all references to “holders” in this Section 5.1 shall be to the beneficial holders of the Convertible Senior Debentures, as applicable. The holders of LFG Beneficial Interests and Allowed Class LFG 4 Claims in the LFG Trust will be treated solely for tax purposes as the grantors and deemed owners of the LFG Trust; and LFG, the LFG Trustee and the LFG Trust Beneficiaries and holders of Allowed Class LFG 4 Claims will use consistent valuations for the transferred assets for tax purposes. The LFG Trustee shall be authorized to take any action necessary to maintain compliance with this regulation or its successor that does not contradict the terms of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees’ Cooperation Agreement, the Plan, or the Confirmation Order.

5.2 Tax Reporting.

(a) The “taxable year” of the LFG Trust shall be the “calendar year” as those terms are defined in Section 441 of the Internal Revenue Code. The LFG Trustee shall file returns for the LFG Trust as a grantor trust pursuant to Treasury Regulation § 1.671-4(a). The

LFG Trustee shall annually (within seventy-five (75) days after the end of each calendar year) send to each record holder of a LFG Beneficial Interest and to the beneficial holders of the 3.125% Debentures a separate statement setting forth the holder's share or items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns. For purposes hereof, the LFG Trustee may rely on information provided to him from DTC or from the Indenture Trustee for the Convertible Senior Debentures, concerning the LFG Trustee's obligations hereunder. Such reporting shall also occur within sixty (60) days of the dissolution of the LFG Trust. The LFG Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plan relating to Disputed Claims) to the LFG Trust Beneficiaries in accordance with their relative LFG Beneficial Interests in the LFG Trust.

(b) The LFG Trustee is authorized to file such state and local returns that may be required for any Subsidiary that is not a Subsidiary Debtor.

5.3 Tax Withholdings. The LFG Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the LFG Trust Beneficiaries. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such LFG Trust Beneficiaries for all purposes of this LFG Trust Agreement. The LFG Trustee shall be authorized to collect such tax information from the LFG Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan, the Confirmation Order, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, and this LFG Trust Agreement. The LFG Trustee may refuse to make a distribution to any LFG Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that upon the LFG Trust Beneficiary's delivery of such information, the LFG Trustee shall make such distribution to which the LFG Trust Beneficiary is entitled, without interest.

ARTICLE VI

POWERS OF AND LIMITATIONS ON THE LFG TRUSTEE

6.1 Powers of the LFG Trustee.

(a) Pursuant to the terms of the Plan, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, and the Confirmation Order, the LFG Trustee shall have various powers, duties and responsibilities concerning the prosecution of certain litigation claims (including some claims that benefit, in part, a different trust), the disposition of assets, the resolution of claims, and numerous other obligations relating to maximizing the proceeds of the LFG Trust Assets and the administration of the LFG Trust. In addition, the LFG Trustee shall have similar obligations concerning non-Debtor subsidiaries of LFG (the LFG Trustee shall also serve as the liquidation trustee for the LFG Subsidiary Debtors, except LES). Notwithstanding the different entities implicated by the duties and responsibilities delegated to the LFG Trustee in the Plan and/or Confirmation Order, the LFG Trustee may exercise all such powers and pursue all such responsibilities because, inter alia, the intercompany claims that may exist between any of these different entities have been allowed pursuant to the Confirmation Order and that net benefit of such obligations will inure to the LFG Trust Beneficiaries.

(b) The LFG Trustee shall have only such rights, powers and privileges expressly set forth in the Plan, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Confirmation Order, and this LFG Trust Agreement and as otherwise provided by applicable law. Subject to the other provisions herein, including, without limitation, the provisions relating to the LFG Oversight Committees in Section 6.3, the LFG Trustee shall be expressly authorized to undertake the following actions, in the LFG Trustee's good faith judgment, in the best interests of the LFG Trust Beneficiaries and to maximize net recoveries therefor:

(i) subject to the limitations set forth in Sections 6.3 and 6.4 of the LFG Trust Agreement, prosecute, settle or otherwise compromise or abandon for the benefit of the LFG Trust all claims and causes of action transferred by the Debtors to the LFG Trust or arising in favor of the LFG Trust, including, without limitation, take any action with respect to appeals, counterclaims, and defenses of such claims and causes of action;

(ii) liquidate the LFG Trust Property;

(iii) execute any documents and take any other actions related to, or in connection with, the liquidation of the LFG Trust Assets and the exercise of the LFG Trustee's powers granted herein;

(iv) hold legal title to any and all rights of the LFG Trust Beneficiaries in, to or arising from the LFG Trust Property;

(v) protect and enforce the rights to the LFG Trust Property vested in the LFG Trustee by this LFG Trust Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(vi) make distributions of LFG Trust Proceeds and other LFG Trust Property to (A) the appropriate LFG Trust Beneficiaries and (B) to any holder of an Allowed LFG Exchange Guarantee Claim who has timely elected to receive an LFG Guarantee Cash Distribution, which shall be distributed in accordance with the requirements of Section 7.2(d) of the Plan, and otherwise in accordance with this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order;

(vii) file, if necessary, any and all tax returns with respect to the LFG Trust and pay taxes properly payable by the LFG Trust, if any;

(viii) file, if necessary, any and all state and local tax returns with respect to the Subsidiaries that are not Debtor Subsidiaries and pay taxes properly payable by the Subsidiaries that are not Debtor Subsidiaries, if any;

(ix) make all necessary filings concerning the LFG Trust in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act;

(x) determine and satisfy from the LFG Trust Property any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the LFG Trust;

(xi) subject to the limitations set forth in Section 6.6 of this LFG Trust Agreement, retain and pay professionals, employees (including former employees of the Debtors), contractors or other agents, including any and all estate professionals, and the LFG Trust Committee Expenses, from the LFG Trust Property to carry out its duties and obligations hereunder;

(xii) invest monies received by the LFG Trust, the LFG Trustee or otherwise held by the LFG Trust or the LFG Trustee in accordance with Section 6.7 hereof;

(xiii) in the event that the LFG Trustee determines that the LFG Trust Beneficiaries or the LFG Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences;

(xiv) create sub-trusts or title vehicles of which the LFG Trust or the LFG Trust Beneficiaries hold the beneficial or ownership interests, as applicable;

(xv) purchase customary insurance coverage in accordance with Section 4.9 hereof;

(xvi) perform such functions and take such actions as are provided for or permitted in this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, the Confirmation Order or any other agreement executed pursuant to the Plan;

(xvii) enter into, on behalf of the LFG Trust, escrow or similar agreements with U.S. financial institutions, on compensation and other terms deemed acceptable to the LFG Trustee, for purpose of effecting distributions otherwise in accordance with this LFG Trust Agreement, the Plan, and the Confirmation Order and investing LFG Trust Property in accordance with Section 6.7 prior to the distribution thereof;

(xviii) serve as and/or appoint the directors and officers of any non-Debtor direct subsidiary of LFG in order to facilitate the liquidation of the LFG Trust Assets and for purposes of the LFG Trust;

(xix) in accordance with the Plan, distribute funds from the LFG Trust to Post-Effective Date LFG as initial funding for Post-Effective Date LFG;

(xx) in accordance with the Plan, and the LandAmerica Trustees' Cooperation Agreement, reimburse the Dissolution Trustee, and the Dissolution Trustee's counsel or other persons not regularly in his employ, for reasonable expenses, disbursements, and advances over and above the initial funding;

(xxi) in accordance with the Plan and the LandAmerica Trustees' Cooperation Agreement, indemnify, and hold harmless the Dissolution Trustee (solely in its capacity as such) from any liability arising from its actions taken while conducting the affairs of Post-Effective Date LFG, except for any liability resulting from the negligence, willful misconduct, or bad faith of the Dissolution Trustee, its counsel, or other professional retained by the Dissolution Trustee.

6.2 Establishment of the Oversight Committees.

(a) The LFG Trust Committee shall include the committee to be appointed in accordance with, and to exercise the duties set forth in, this LFG Trust Agreement, which duties shall be in the nature of and/or include advising with respect to the actions of the LFG Trustee pertaining to the LFG Remaining Assets Sub-Trust and administration of the LFG Trust (other than prosecution of the Other Litigation), including the removal of the LFG Trustee. The LFG Trust Committee shall also be charged with reviewing and approving any material actions noticed by the Dissolution Trustee regarding liquidation and/or distribution of the assets of Post-Effective Date LFG, in accordance with Section 7.16 of the Plan. The LFG Trust Committee shall consist of three members (who shall also be members of the Other Litigation Committee) to be selected by the LFG Creditors Committee and be comprised of the persons identified on Annex A hereto.

(b) Other Litigation Committee means the committee to be appointed in accordance with, and to exercise the duties set forth in, this LFG Trust Agreement, which duties shall be in the nature of and/or include advising with respect to the actions of the LFG Trustee pertaining to the Other Litigation Sub-Trust. The Other Litigation Committee shall consist of the three members that are all of the members of the LFG Trust Committee as selected by the LFG Creditors Committee, and one (1) *ex officio* non-voting member selected by the LES Creditors Committee, and be comprised of the persons identified on Annex A hereto. The LFG Trust Committee and the Other Litigation Committee shall be referred to collectively as the "LFG Oversight Committees." Notwithstanding the establishment of the two, separate LFG Oversight Committees, the LFG Trust Committee shall oversee all aspects of the powers, duties, and activities of the LFG Trustee and the Other Litigation Committee shall exist solely for the purpose of providing the LFG Trustee with information and input concerning the handling, prosecution, and/or settlement of the Other Litigation. The *ex officio* member of the Other Litigation Committee shall not have any of the rights provided herein for regular, voting members of the LFG Oversight Committees.

(c) The LFG Trustee shall have the power to fill the vacancies on the LFG Trust Committee with LFG Trust Beneficiaries who are willing to serve or such LFG Trust Beneficiaries' designee. The LES Trustee shall have the power to fill any vacancy concerning the *ex officio*, non-voting member of the Other Litigation Committee.

(d) Each LFG Trust Committee member (and the *ex officio* member of the Other Litigation Committee) shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the applicable LFG Oversight Committees and (ii) an alternate representative to attend meetings and participate in other activities of the LFG Oversight Committees when the representatives designated pursuant to clause (i) above are unavailable to participate in such meetings and activities.

(e) Except for the responsibilities of the Other Litigation Committee, the purpose of the LFG Trust Committee shall be to oversee and direct the liquidation and distribution of the LFG Trust Property by the LFG Trustee, in accordance with the terms of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and Confirmation Order; and to approve or oppose liquidation and distribution of the assets of Post-Effective Date LFG by the Dissolution Trustee, in accordance with Section 7.16 of the Plan.

(f) A quorum for meetings of the LFG Oversight Committees shall consist of a majority of the non-recused, voting members of the applicable LFG Oversight Committee then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a voting member of a LFG Oversight Committee shall be deemed present if a representative of the member is attending in person, by telephone or by proxy.

(g) Except as expressly provided herein, the affirmative vote of a majority of the non-recused, voting members of the applicable LFG Oversight Committee shall be the act of the applicable LFG Oversight Committee with respect to any matter that requires the determination, consent, approval or agreement of such committee. In all matters submitted to a vote of any LFG Oversight Committee, each LFG Oversight Committee member (excluding the *ex officio*, non-voting member) shall be entitled to cast one vote, which vote shall be cast personally by such LFG Oversight Committee member or by proxy. In a matter in which the LFG Trustee cannot obtain direction or authority from the applicable LFG Oversight Committee, the LFG Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(h) A LFG Oversight Committee member and its representative shall be recused from its respective LFG Oversight Committee's deliberations and votes on any matters as to which such member has a conflicting interest. If a LFG Oversight Committee member or its representative does not recuse itself from any such matter, that LFG Oversight Committee member and its representative may be recused from such matter by the majority vote of the remaining, voting members of the applicable LFG Oversight Committee that are not recused from the matter.

(i) Each member of the LFG Trust Committee (A) shall be paid a fee for his/her service as a member of the LFG Trust Committee in an amount equal to [\$1,000.00 each month, payable annually on or about December 1 of each year (the "Committee Service Fee")]; and (B) may be reimbursed by the LFG Trustee for its actual reasonable out-of-pocket expenses incurred for serving on the such committee; provided, however, that such reimbursements shall not include reimbursement for counsel to assist such member in connection with his or her service on the LFG Trust Committee (collectively the "LFG Trust Committee Expenses").

Furthermore, at any time prior to the payment of the Committee Service Fee, any member may disclaim such payment or any portion thereof by sending a writing to such effect to the LFG Trustee.

6.3 Approval of the LFG Trust Committees. Notwithstanding anything in this LFG Trust Agreement to the contrary, the LFG Trustee shall submit to the applicable LFG Oversight Committee for their review and prior approval, which approval shall be determined in accordance with Section 6.2(g) of this Trust Agreement, the following matters (and any other matters that a LFG Oversight Committee may direct the LFG Trustee to submit for its approval or that expressly require the approval of the LFG Oversight Committees pursuant to the terms of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order):

(a) Any transaction to sell, assign, transfer or abandon any LFG Trust Property (other than claims, rights or causes of action) in which the amount of the transaction exceeds [\$25,000.00] of the initial valuation thereof (or such amount as may be later determined, from time to time, by the applicable LFG Oversight Committee);

(b) Any decision to initiate, prosecute or pursue any Claim or Cause of Action;

(c) Any decision or agreement to settle (and/or sell) and/or abandon any Claim or Cause of Action;

(d) Any decision to make or refrain from making any distributions to the holders of the LFG Beneficial Interests;

(e) Any request to retain professionals;

(f) Any resolution and/or settlement of the assets in the Other Litigation Sub-Trust;

(g) Any resolution and/or settlement of the assets in the LFG Remaining Assets Sub-Trust which seek to resolve claims and/or causes of action with an initial asserted value of [\$25,000.00] or more

(h) Any actions that would give rise to or alleviate adverse tax consequences to the LFG Trust or the LFG Trust Beneficiaries; and

(i) The reports and budgets described in Section 4.4(a), (b) and (e).

6.4 Approval of the Bankruptcy Court. Notwithstanding anything in the LFG Trust Agreement to the contrary, the LFG Trustee

(a) shall file a motion with the Bankruptcy Court seeking approval of any resolution and/or settlement of the assets in the Other Litigation Sub-Trust; and

(b) may file a motion with the Bankruptcy Court seeking approval of any resolution and/or settlement of the assets in the LFG Remaining Assets Sub-Trust. In the circumstances where the LFG Trustee seeks approval by the Bankruptcy Court of a settlement of a Claim and/or Cause of Action, the applicable standard for such approval shall be that applied by Courts interpreting Bankruptcy Rule 9019.

6.5 Limitations on LFG Trustee. No part of the LFG Trust Property shall be used or disposed of by the LFG Trustee in furtherance of any trade or business. The LFG Trustee shall, on behalf of the LFG Trust, hold the LFG Trust out as a trust in the process of liquidation and not as an investment company. The LFG Trustee shall not become a market-maker for the LFG Beneficial Interests or otherwise attempt to create a secondary market for the LFG Beneficial Interests. The LFG Trustee shall be restricted to the liquidation of the LFG Trust Assets on behalf, and for the benefit, of the LFG Trust Beneficiaries and the distribution and application of LFG Trust Property for the purposes set forth in this LFG Trust Agreement, the Plan, and the Confirmation Order, and the conservation and protection of the LFG Trust Property and the administration thereof in accordance with the provisions of this LFG Trust Agreement, the Plan and the Confirmation Order.

6.6 Agents and Professionals; Employees. The LFG Trust may, but shall not be required to, from time to time enter into contracts with, consult with and retain independent contractors, including attorneys, accountants, appraisers, disbursing agents or other parties deemed by the LFG Trustee to have qualifications necessary or desirable to assist in the proper administration of the LFG Trust, including any estate professionals retained during the Bankruptcy Cases as may be appropriate in the circumstances. None of the professionals retained by the Debtors or the Creditors Committees shall be precluded from being engaged by the LFG Trustee solely on account of their service as a professional for the Debtors or the Creditors Committees prior to the Effective Date. The LFG Trustee shall pay the reasonable fees and expenses of such persons out of the LFG Trust Property in the ordinary course of business without the need for approval of the Bankruptcy Court or the LFG Oversight Committees. In addition, the LFG Trust may enter into an agreement with any of the employees of, or consultants to the Debtors that exist following the Effective Date to utilize the services of one or more employees of or consultants to the Debtors. In the event of any dispute concerning the entitlement to, or the reasonableness of any compensation and/or expenses of any professionals for the LFG Trust, either the LFG Trustee or the affected party may ask the Bankruptcy Court to resolve the dispute.

6.7 Investment of LFG Trust Monies. The LFG Trustee shall, as approved by the LFG Trust Committee, invest the LFG Trust Proceeds received by the LFG Trustee or otherwise held by the LFG Trustee in highly-rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses and other obligations and make distributions under Article IV of this LFG Trust Agreement, which investments shall consist of: (i) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States; (ii) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies; or (iii) other investment-grade short-term debt investments approved by the LFG Trust Committee.

ARTICLE VII
CONCERNING THE LFG TRUSTEE

7.1 Generally. The LFG Trustee shall exercise such of the rights and powers vested in it by this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, and the Confirmation Order, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this LFG Trust Agreement, the Plan, or the Confirmation Order shall be construed to relieve the LFG Trustee from liability for its own gross negligence, fraud or reckless, intentional or willful misconduct, except that the LFG Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the LFG Trustee in accordance with this LFG Trust Agreement.

7.2 Reliance by LFG Trustee. Except as otherwise provided in this LFG Trust Agreement, the Plan, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, or the Confirmation Order:

(a) the LFG Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the LFG Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) persons (including any professionals retained by the LFG Trustee in accordance with this LFG Trust Agreement) engaged in transactions with the LFG Trustee shall look only to the LFG Trust Property to satisfy any liability incurred by the LFG Trustee to such person in carrying out the terms of this LFG Trust Agreement, the Plan, or the Confirmation Order, and the LFG Trustee shall have no personal or individual obligation to satisfy any such liability.

7.3 Liability to Third Persons. No LFG Trust Beneficiary shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the LFG Trust Property or the affairs of the LFG Trustee. The LFG Trustee, agents of the LFG Trustee and the members of the LFG Oversight Committees shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the LFG Trust Property or the affairs of the LFG Trust, except for its own gross negligence, fraud or reckless, intentional or willful misconduct, and all such persons shall look solely to the LFG Trust Property for satisfaction of claims of any nature arising in connection with affairs of the LFG Trust. Other than as set forth in the Plan or in the Confirmation Order, nothing in this Section 7.3 shall be deemed to release any LFG Trust Beneficiary from any actions or omissions occurring prior to the Effective Date.

7.4 Nonliability of LFG Trustee for Acts of Others. Nothing contained in this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the LFG Trustee of any of the liabilities, obligations or duties of the Debtors and shall not be deemed to be or contain a covenant or agreement by the LFG Trustee to assume or accept any such liability, obligation or duty. Any successor LFG Trustee may accept and rely upon any accounting made

by or on behalf of any predecessor LFG Trustee hereunder, and any statement or representation made as to the assets comprising the LFG Trust Property or as to any other fact bearing upon the prior administration of the LFG Trust, so long as it has a good faith basis to do so. The LFG Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The LFG Trustee or any successor LFG Trustee shall not be liable for any act or omission of any predecessor LFG Trustee, nor have a duty to enforce any claims against any predecessor LFG Trustee on account of any such act or omission, unless directed to do so by the LFG Oversight Committees.

7.5 Indemnity. The LFG Trustee, the Dissolution Trustee, the members of the LFG Oversight Committees and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the “Indemnified Parties”) shall be indemnified by the LFG Trust solely from the LFG Trust Property for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the LFG Trustee or the members of the LFG Oversight Committees solely in their capacity as such; provided, however, that the LFG Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the LFG Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the LFG Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 7.5. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

7.6 Compensation and Expenses. The LFG Trustee shall receive fair and reasonable compensation for its services in accordance with the compensation schedule attached hereto as Annex B. The LFG Trustee shall be entitled, without the need for approval of the Bankruptcy Court, to reimburse itself and the Trust Professionals from the LFG Trust Property on a monthly basis for all reasonable out-of-pocket expenses actually incurred in the performance of duties in accordance with this LFG Trust Agreement, and, when due, professional fees in accordance with the terms of such professionals’ retention.

ARTICLE VIII **SUCCESSOR LFG TRUSTEES**

8.1 Resignation. The LFG Trustee may resign from the LFG Trust by giving at least sixty (60) days prior written notice thereof to each member of the LFG Oversight Committees. Such resignation shall become effective on the later to occur of (i) the date specified in such written notice and (ii) the effective date of the appointment of a successor LFG Trustee in

accordance with Section 8.4 hereof and such successor's acceptance of such appointment in accordance with Section 8.5 hereof.

8.2 Removal. The LFG Trustee may be removed, with or without cause, by a majority of the members of the LFG Trust Committee. Such removal shall become effective on the date specified in such action by the LFG Trust Committee.

8.3 Effect of Resignation or Removal. The resignation, removal, incompetency, bankruptcy or insolvency of the LFG Trustee shall not operate to terminate the LFG Trust or to revoke any existing agency created pursuant to the terms of this LFG Trust Agreement, the Inter-Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, or the Confirmation Order or invalidate any action theretofore taken by the LFG Trustee. All fees and expenses incurred by the LFG Trustee prior to the resignation, incompetency or removal of the LFG Trustee shall be paid from the LFG Trust Property, unless such fees and expenses are disputed by (i) the LFG Oversight Committees or (ii) the successor LFG Trustee, in which case the Bankruptcy Court shall resolve the dispute and any disputed fees and expenses of the predecessor LFG Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the LFG Trust Property. In the event of the resignation or removal of the LFG Trustee, such LFG Trustee shall: (a) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor LFG Trustee or directed by the Bankruptcy Court to effect the termination of such LFG Trustee's capacity under this LFG Trust Agreement; (b) promptly deliver to the successor LFG Trustee all documents, instruments, records and other writings related to the LFG Trust as may be in the possession of such LFG Trustee; provided, however, that such LFG Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the LFG Trustee is party; and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor LFG Trustee.

8.4 Appointment of Successor. In the event of the resignation, removal, incompetency, bankruptcy or insolvency of the LFG Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by a majority of the LFG Trust Committee. In the event that a successor LFG Trustee is not appointed within thirty (30) days after the date of such vacancy, the Bankruptcy Court, upon its own motion or the motion of a LFG Trust Beneficiary or member of any of the LFG Trust Committee, shall appoint a successor LFG Trustee.

8.5 Acceptance of Appointment by Successor LFG Trustee. Any successor LFG Trustee appointed hereunder shall execute an instrument accepting its appointment and shall deliver one counterpart thereof to the Bankruptcy Court for filing and, in case of the LFG Trustee's resignation, to the resigning LFG Trustee. Thereupon, such successor LFG Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the LFG Trust with like effect as if originally named LFG Trustee and shall be deemed appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The resigning or removed LFG Trustee shall duly assign, transfer and deliver to such successor LFG Trustee all property and money held by such resigning or removed LFG Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor LFG Trustee, execute and deliver an instrument or instruments conveying and

transferring to such successor LFG Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed LFG Trustee.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Fiduciary Obligation. The LFG Trustee shall owe fiduciary duties to LFG, the LFG Subsidiary Debtors, and their respective Estates and Post-Effective Date Estates

9.2 Governing Law. This LFG Trust Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without reference to conflicts of law).

9.3 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the LFG Trust and the LFG Trustee, including, without limitation, the administration and activities of the LFG Trust and the LFG Trustee; provided, however, that notwithstanding the foregoing and expressly subject to and consistent with the provision set forth in Article XV of the Plan, the LFG Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any claims or causes of action assigned to the LFG Trust.

9.4 Severability. In the event any provision of this LFG Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this LFG Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this LFG Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5 Notices. Any notice or other communication required or permitted to be made under this LFG Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means, sent by nationally recognized overnight delivery service or mailed by first-class mail:

- (i) if to the LFG Trustee, to:

Bruce H. Matson, Esquire
LeClairRyan, A Professional Corporation
Riverfront Plaza, East Tower
951 East Byrd Street, Eighth Floor
Richmond, Virginia 23219
Fax: 804.783.7629
Email: bruce.matson@leclairryan.com

- (ii) if to a member of any of the LFG Oversight Committees, to the address set forth on Annex A, or such other address as may be

provided to the LFG Trustee by such member of the applicable LFG Trust Committee;

(iii) if to any LFG Trust Beneficiary, to the last known address of such LFG Trust Beneficiary according to the LFG Trustee's records; and

(iv) if to the Dissolution Trustee, to:

Fax: _____

(v) if to the LES Trustee, to:

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Meyers, Florida 33901
239.337.0808

9.6 Headings. The headings contained in this LFG Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this LFG Trust Agreement or of any term or provision hereof.

9.7 Plan. The terms of this LFG Trust Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. However, to the extent that the terms of the Plan are inconsistent with the terms set forth in this LFG Trust Agreement with respect to the LFG Trust, then the Plan and the Confirmation Order shall govern.

9.8 Cooperation. LFG shall turn over or otherwise make available to the LFG Trustee (or to its designee as provided in the Inter-Trust Agreement) at no cost to the LFG Trust or the LFG Trustee, all books and records reasonably required by the LFG Trustee to carry out its duties hereunder, and agree to otherwise reasonably cooperate with the LFG Trustee in carrying out its duties hereunder.

9.9 Entire LFG Trust Agreement. This LFG Trust Agreement and the Annexes attached hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

9.10 Named Party. In pursuing any Claims and/or Causes of Action, or in disposing of any Assets of the LFG Trust, or otherwise administering the LFG Trust or any LFG Trust Property, including, without limitation, the execution of documents such as bills of sale, releases,

and agreements, the LFG Trustee may pursue such matters and/or execute any such documents in the name of “LandAmerica Financial Group, Inc.” and/or in the name of any Subsidiary (other than LES) and/or in his own name as Trustee or in such other names or such representative capacities as necessary or appropriate in the LFG Trustee’s discretion.

9.11 Amendment. This LFG Trust Agreement may be amended by the LFG Trustee with the consent of all members of the LFG Trust Committee; provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this LFG Trust Agreement that are inconsistent with the terms of the Plan or the Confirmation Order.

9.12 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this LFG Trust Agreement, and the words herein and words of similar import refer to this LFG Trust Agreement as a whole and not to any particular Article, Section or subdivision of this LFG Trust Agreement. The term “including” shall mean “including, without limitation.”

9.13 Counterparts. This LFG Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

[Remainder of Page Blank — Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this LFG Trust Agreement or caused this LFG Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

LANDAMERICA FINANCIAL GROUP, INC.

By: _____

Name: G. William Evans

Title: Executive Vice President and Chief Financial Officer

BRUCE H. MATSON, as LFG TRUSTEE

By: _____

Name: Bruce H. Matson

Annex A
LFG Trust Committee Members

Citadel Equity Fund, Ltd.
C/O Citadel Investment Group, LLC
Attn: Mark Steen
Chicago, IL 60603
Phone: 312-395-2100
Fax: 312-267-7300
Email: mark.steen@citadelgroup.com

The Prudential Insurance Company of America
and related managed entities
Attn: Thomas E. Luther
Two Prudential Plaza, Suite 5600
180 N. Stetson Street
Chicago, IL 60601
Phone: 312-861-4432
Email: thomas.luther@prudential.com

Other Litigation Committee Members

Citadel Equity Fund, Ltd.
C/O Citadel Investment Group, LLC
Attn: Mark Steen
Chicago, IL 60603
Phone: 312-395-2100
Fax: 312-267-7300
Email: mark.steen@citadelgroup.com

[Ex officio member to be provided]

The Prudential Insurance Company of America
and related managed entities
Attn: Thomas E. Luther
Two Prudential Plaza, Suite 5600
180 N. Stetson Street
Chicago, IL 60601
Phone: 312-861-4432
Email: thomas.luther@prudential.com

Annex B

LFG Trustee's Compensation

The LFG Trustee will be Bruce H. Matson. For services rendered in his capacity as LFG Trustee, Mr. Matson will be compensated at a rate equal to his hourly rate charged as an attorney for matters similar to the LandAmerica Financial Group cases, less twenty (20) percent. (For services rendered in his capacity as attorney, if any, Mr. Matson will be paid his hourly rate.)

In addition to the fees outlined above, the LFG Trustee will charge for reasonable out-of-pocket expenses that are incurred on the LFG Trust's behalf during its services as LFG Trustee, including, but not limited to, counsel fees, coach airfare, meals, hotel accommodations, telephone, industry research, duplicating and printing, etc. Invoices for fees and expenses incurred in connection with services as LFG Trustee will be billed monthly, and are due upon receipt; provided, however, that the fees and expenses of the LFG Trustee are subject to the review and final approval of the LFG Oversight Committees. The LFG Trustee shall not be required to file fee applications with the Bankruptcy Court.

Annex C

Form Notice of Waterfall Distribution

[LFG TRUSTEE]
[Tel] / [Fax]
[Email]

[_____], 2010

VIA REGULAR MAIL

LES Trustee

Re: Case No. 08-35994; *In re LandAmerica Financial Group, Inc., et al.*, United States Bankruptcy Court, Eastern District of Virginia

Dear LES Trustee:

Pursuant to Section 4.2(c) of the LFG Trust Agreement, and in accordance with the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and the Inter-Trust Agreement, attached is a Notice of Proposed Waterfall Distribution specifying the proposed distribution of anticipated Waterfall Proceeds and the proposed allocation of such Waterfall Proceeds between the LFG Trust and the LES Trust.

In accordance with the LFG Trust Agreement, if you disagree with the proposed distribution and/or allocation of Waterfall Proceeds as set forth in the attached Notice, you must provide the LFG Trustee with written notice of such dispute within five (5) business days of the date of this Notice. To the extent the dispute is not resolved consensually, the Bankruptcy Court shall resolve such dispute in connection with the hearing to approve the settlement of the Waterfall Assets.

Sincerely,

LES Trustee

By: _____
Name: _____

**NOTICE OF PROPOSED DISTRIBUTION
OF WATERFALL PROCEEDS**

1. Amount of Waterfall Proceeds proposed to be distributed:

\$ _____

a. Expenses incurred in recovery of applicable Waterfall Proceeds:

\$ _____

b. Net Waterfall Proceeds proposed to be distributed:

\$ _____

2. Proposed allocation of Waterfall Proceeds distribution:

To LFG Trust: \$ _____

To LES Trust: \$ _____

3. Aggregate distributions of Waterfall Proceeds previously made by the Trusts:

a. By LFG Trust: Amount \$ _____

Date _____

b. By LES Trust: Amount \$ _____

Date _____

EXHIBIT G

**LANDAMERICA 1031 EXCHANGE
SERVICES, INC. LIQUIDATION TRUST AGREEMENT**

LANDAMERICA 1031 EXCHANGE SERVICES, INC. LIQUIDATION TRUST AGREEMENT, dated as of November [___], 2009 (the “LES Trust Agreement”), by and among LANDAMERICA 1031 EXCHANGE SERVICES, INC. in its capacity as debtor and debtor in possession and on behalf of itself and its respective chapter 11 estate (“LES”), as settlor, and [Gerard A. McHale, Jr.] (the “LES Trustee”), as trustee of the LandAmerica 1031 Exchange Services, Inc. Liquidating Trust (the “LES Trust”) referred to herein, hereby establish the LES Trust, pursuant to the provisions set forth herein.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. dated October 12, 2009 (as amended and as confirmed, the “Plan”).

Background

A. On November 26, 2008, LES filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

B. On or about September 9, 2009, LES filed its Plan and Disclosure Statement.

C. The Disclosure Statement was approved on October 13, 2009.

D. On or about [_____], the Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Plan.

E. The Plan provides that, on the Effective Date, LES shall grant, assign, transfer, convey and deliver all of its rights, title and interest in (a) the ARS Litigation Sub-Trust Assets,¹ (b) the LES Remaining Assets,² and (c) the LES Initial Fund (collectively, the “LES Trust Assets”³) for the benefit of the holders of Allowed Class LES 3, LES 4, LES 5, LES 6, and LES 7 Claims and Allowed Class LES 8 Interests and the LFG Trust and each of their respective successors, assigns and heirs (collectively, the “LES Trust Beneficiaries”) solely for distribution in accordance with this LES Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order.

F. The LES Trust is being created pursuant to this LES Trust Agreement for the sole purpose of liquidating the LES Trust Assets and distributing proceeds thereof (the “LES Trust

¹ Pursuant to Section 1.13 of the Plan, the ARS Litigation Sub-Trust Assets means the ARS Litigation and the Auction Rate Securities and/or the proceeds from the sale or other disposition of Auction Rate Securities.

² Pursuant to Section 1.99 of the Plan, the LES Remaining Assets means all Assets of LES as of the Effective Date other than (a) the ARS Litigation, and (b) the Other Litigation, after payment of the LES Remaining Assets Expenses. For the avoidance of doubt, the LES Remaining Assets shall include, but shall not be limited to, (i) the LES Net Proceeds, (ii) any LES Waterfall Distribution, (iii) the LES Remaining Assets Proceeds, and (iv) the LES Chapter 5 Litigation.

³ The LES Trust Assets shall be allocated to the proper sub-trusts, the ARS Litigation Sub-Trust and the LES Remaining Assets Sub-Trust, in accordance with the Plan.

Proceeds”) to the LES Trust Beneficiaries, in accordance with this LES Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order.

G. The LES Trustee shall have all powers necessary to implement the provisions of this LES Trust Agreement and administer the LES Trust, including, without limitation, the power to: (i) prosecute for the benefit of the LES Trust Beneficiaries through counsel and other professionals selected by the LES Trustee any causes of action that may from time to time be held by the LES Trust; (ii) preserve, maintain and liquidate the LES Trust Assets; (iii) distribute the LES Trust Proceeds to the LES Trust Beneficiaries; and (iv) otherwise perform the functions and take the actions provided for in this LES Trust Agreement or permitted in the Plan or in any other agreement executed pursuant to the Plan, in each case subject to the provisions of Section 6.3 of this LES Trust Agreement regarding the rights of the LES Trust Committee, the ARS Litigation Committee and the LES Remaining Assets Committee (collectively, the “LES Oversight Committees”).

Agreement

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, LES and the LES Trustee agree as follows:

ARTICLE I **DECLARATION OF TRUST**

1.1 Creation of Trust. LES and the LES Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, hereby constitute and create the LES Trust, which shall bear the name “LandAmerica 1031 Exchanges Services, Inc. Liquidation Trust.” In connection with the exercise of the LES Trustee’s power hereunder, the LES Trustee may use this name or such variation thereof as the LES Trustee sees fit. The LES Trust shall include two sub-trusts to be referred to herein as the “ARS Litigation Sub-Trust” and the “LES Remaining Assets Sub-Trust.”

1.2 Purpose of LES Trust. The purpose of this LES Trust Agreement is to implement Article VIII of the Plan on behalf, and for the benefit, of the LES Trust Beneficiaries, and to serve as a mechanism for liquidating and converting to cash the LES Trust Assets and distributing the LES Trust Proceeds to the LES Trust Beneficiaries in accordance with this LES Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order.

1.3 Transfer of LES Trust Assets.

(a) In partial satisfaction (in addition to the other distributions provided for under the Plan) of all Allowed Class LES 3, LES 4 and LES 5 Claims, and in full satisfaction of all Allowed Class LES 6 and LES 7 Claims and Class LES 8 Interests, LES hereby transfers on the Effective Date, for the sole benefit of the LES Trust Beneficiaries, pursuant to Bankruptcy Code sections 1123(a)(5)(B) and 1123(b)(3)(B) and in accordance with the Plan and the Confirmation Order, the LES Trust Assets to the LES Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Bankruptcy Code section 1141(c).

Nothing in this LES Trust Agreement is intended to, or shall be construed to, effect a release, extinguishment or compromise of any claim or cause of action transferred to the LES Trust pursuant to this LES Trust Agreement. The LES Trust Assets, the LES Trust Proceeds and all other property held from time to time by the LES Trust under this LES Trust Agreement and any earnings, including, without limitation, interest, on any of the foregoing (collectively, the “LES Trust Property”), are to be applied by the LES Trustee in accordance with the terms hereof, the Inter-Trust Agreement, the Plan and the Confirmation Order for the benefit of the LES Trust Beneficiaries, and for no other party, subject to the further covenants, conditions and terms hereinafter set forth. The LES Trust Assets shall be allocated to the applicable sub-trust as provided in the Plan or Confirmation Order.

(b) To the extent any assets of LES (the “LES Assets”) cannot be transferred to the LES Trust because of a restriction on transferability under applicable nonbankruptcy law that is not superseded by Bankruptcy Code section 1123 or any other provision of the Bankruptcy Code, such LES Assets shall be retained by LES or Post-Effective Date LES. The proceeds of any such LES Asset retained by LES or Post-Effective Date LES shall be allocated to the LES Trust pursuant to the Plan had such transfer not been restricted under applicable nonbankruptcy law. The LES Trustee may commence an action in the Bankruptcy Court to resolve any dispute regarding the allocation of the proceeds of any LES Assets retained by LES or Post-Effective Date LES pursuant to the Plan and Confirmation Order. To the extent necessary or appropriate, the LES Trustee may be designated as a representative of one or more of the Estates pursuant to Bankruptcy Code section 1123(b)(3)(B) to enforce or pursue any LES Assets that remain property of the LES Estate after the post-Effective Date.

(c) For all federal, state and local income tax purposes, each holder of an Allowed Class LES 3, LES 4, LES 5, and LES 6 Claim and each holder of an Allowed Class LES 7 Interest shall be treated as transferring such Allowed Claim or Interest to LES in exchange for the holder’s share of the LES Trust Assets (subject to the liabilities of LES assumed by the LES Trust), in addition to other distributions to which the holder may be entitled under the Plan, and then as transferring the holder’s share of the LES Trust Assets (subject to the liabilities) to the LES Trust in exchange for the holder’s share of LES Trust Proceeds in accordance with the terms of the Plan (collectively the “LES Beneficial Interests”).

(d) LES, the LES Trustee and the LES Trust Beneficiaries shall each value the LES Trust Assets and assumed liabilities consistently for federal and other income tax purposes. After the Effective Date, the LES Trustee, in reliance upon such professionals as the LES Trustee may retain, shall make a good faith valuation of the LES Trust Assets no later than ninety (90) days following the Effective Date. Such valuation shall be made available from time to time, to the extent necessary or appropriate as reasonably determined by the LES Trustee in reliance on its professionals or as directed by the LES Creditors Committee (which may include posting such valuation on a website established by the LES Trust), and used consistently by all parties (including, without limitation, LES, the Debtors, the LES Trustee and the LES Trust Beneficiaries) for federal and other income tax purposes.

1.4 Liquidation of LES Trust Assets. The LES Trustee shall, in an expeditious but orderly manner and subject to the other provisions of the Plan and this LES Trust Agreement, liquidate and convert to cash the LES Trust Assets, make timely distributions in accordance with

the terms hereof and not unduly prolong the existence of the LES Trust. The LES Trustee shall exercise reasonable business judgment and liquidate the LES Trust Assets to maximize net recoveries; provided, however, that the LES Trustee shall be entitled to take into consideration the risks, timing, and costs of potential actions in making determinations as to the maximization of recoveries. Such liquidations may be accomplished through (a) the prosecution, compromise, settlement, abandonment and/or dismissal of any or all claims, rights or causes of action or (b) the sale, abandonment and/or other disposition of the LES Trust Assets (in whole or in combination, and including the sale of any claims, rights or causes of action). Nothing contained herein shall relieve the LES Trust or any other person from complying with any and all applicable federal securities laws, rules and regulations with respect to the offer, sale or distribution of the Auction Rate Securities. Pursuant to an agreed upon budget in accordance with Section 4.4 of this LES Trust Agreement, the LES Trustee may incur any reasonable and necessary expenses in connection with the liquidation and conversion of the LES Trust Assets into cash or in connection with the administration of the LES Trust.

1.5 Appointment and Acceptance of LES Trustee. The LES Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The LES Trustee accepts the LES Trust created by this LES Trust Agreement and the grant, assignment, transfer, conveyance and delivery to the LES Trustee, on behalf, and for the benefit, of the LES Trust Beneficiaries, by LES of all of its respective right, title and interest in the LES Trust Assets, upon and subject to the terms and conditions set forth herein, in the Plan and in the Confirmation Order.

1.6 No Reversion to Debtors. In no event, except as otherwise provided in the Plan and/or this LES Trust Agreement, shall any part of the LES Trust Property revert to or be distributed to LES or any of the Debtors. To the extent that any property or Assets remain in the LES Trust after satisfaction in full of all Allowed Class LES 3, LES 4, LES 5, and LES 6 Claims and all of the costs and expenses of the administration of the LES Trust, the LES Trustee may request an order from the Bankruptcy Court authorizing the payment to the holders of Allowed Class LES 3, LES 4, LES 5, and LES 6 Claims of interest on such Claims at the rate provided for in the applicable exchange agreements of the holders of such Claims.

1.7 Incidents of Ownership. The LES Trust Beneficiaries shall be the sole beneficiaries of the LES Trust, the LES Trust Assets and the LES Trust Property, and the LES Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein, in the Plan and in the Confirmation Order, including, but not limited to, those powers set forth in Section 6.1 hereof.

1.8 Abandonment of Assets of the ARS Litigation Sub-Trust.

(a) In the event the LES Trustee determines to abandon any assets of the ARS Litigation Sub-Trust consistent with the approval rights of the ARS Litigation Committee (the "Abandoned Assets"), the LES Trustee shall provide notice of such intent to the LFG Trustee. To the extent that the LFG Trustee determines it would like to pursue the Abandoned Assets, within fifteen (15) calendar days of the receipt of notice of intent to abandon the Abandoned Assets, the LFG Trustee shall notify the LES Trustee in writing of such desire and within fifteen (15) days following the receipt of such notice, the LES Trustee shall transfer the Abandoned

Assets to the LFG Trust. Upon transfer of any Abandoned Assets, the LFG Trust shall become responsible for any and all costs and/or expenses (including any professional fees) relating to the pursuit of any such Abandoned Assets transferred by the LES Trustee to the LFG Trust subsequent to such transfer, which costs and expenses shall be absorbed by the LFG Trust in a manner that does not otherwise reduce or dilute (or have the affect of reducing or diluting) any distribution to which the LES Trust may be entitled (or would otherwise be entitled) from the LFG Trust. Notwithstanding the foregoing, any proceeds from any recovery made in respect of an Abandoned Asset shall be treated as, and distributed to the parties as, any Waterfall Proceeds are so treated hereunder.

(b) Subject to the limitations of Section 1.8(c) below, in the event that the LFG Trust believes that the LES Trustee is not pursuing any of the assets of the LES Trust, the LFG Trust may make a written request that the LES Trustee (i) commence an action to pursue the asset of the LES Trust within thirty (30) days of receipt of such written request, (ii) provide written notification of the LES Trustee's intent to pursue such assets, or (iii) provide written notification of the LES Trustee's intent to abandon such assets. If the LES Trustee provides notice of his intent to abandon such assets, the LFG Trust may, in accordance with the preceding paragraph, seek a transfer of such Abandoned Assets to the LES Trust.

(c) Notwithstanding the foregoing, to the extent the LFG Trust sends any notice pursuant to Section 1.8(b) within one year of the Effective Date, the LES Trustee shall have ninety (90) days to respond to the LFG Trust in any manner set forth in Section 1.8(b).

(d) In the event that the LES Trustee and the LFG Trustee agree, that for whatever reason, it is advantageous for the LFG Trust to pursue an asset of the LES Trust, the LES Trustee and the LFG Trustee shall work cooperatively to transfer such asset to the LFG Trust and to provide the appropriate mechanisms for the LFG Trust to pursue such asset. In such circumstances, the net proceeds will be shared as agreed by the two Trustees, if the asset is not a Waterfall Asset.

ARTICLE II **LES TRUST BENEFICIARIES**

2.1 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to an LES Beneficial Interest, the LES Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the LES Trustee may elect to make no payment or distribution with respect to the LES Beneficial Interest represented by the claims or demands involved, or any part thereof, and the LES Trustee shall refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the LES Trustee shall not be or become liable to any party for its refusal to comply with any of such conflicting claims or demands. The LES Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court (or such other court of proper jurisdiction) or (ii) all differences have been resolved by a written agreement among all of such parties and the LES Trustee, which agreement shall include a complete release of the LES Trust and the LES Trustee (the occurrence of either (i) or (ii) being referred to as a "Dispute Resolution" in this Section 2.1). Until a Dispute Resolution is reached

with respect to such conflicting claims or demands, the LES Trustee shall hold in a segregated interest-bearing account with a U.S. financial institution any payments or distributions from the LES Trust to be made with respect to the LES Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the LES Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

2.2 Rights of LES Trust Beneficiaries. Each LES Trust Beneficiary shall be entitled to participate in the rights and benefits due to an LES Trust Beneficiary hereunder according to the terms of its LES Beneficial Interest. Each LES Trust Beneficiary shall take and hold the same, subject to all the terms and conditions of this LES Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order. The interest of an LES Trust Beneficiary is hereby declared and shall be in all respects personal property. Except as expressly provided hereunder, an LES Trust Beneficiary shall have no title to, right to, possession of, management of or control of the LES Trust or the LES Trust Property.

2.3 Interest Beneficial Only. The ownership of a LES Beneficial Interest in the LES Trust shall not entitle any LES Trust Beneficiary to any title in or to the LES Trust Property or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

2.4 Evidence of LES Beneficial Interest. Ownership of an LES Beneficial Interest in the LES Trust will be evidenced by the books and records of the LES Trust maintained by the LES Trustee. The LES Trustee shall, upon written request of an LES Trust Beneficiary, provide reasonably adequate documentary evidence of such LES Trust Beneficiary's LES Beneficial Interest, as indicated in the books and records of the LES Trust. The expense of providing such documentation shall be borne by the requesting LES Trust Beneficiary.

2.5 Transfers of LES Beneficial Interests. LES Beneficial Interests shall be reflected on the books and records of the LES Trust, however, no physical certificates shall be issued representing the LES Beneficial Interests, which interests may only be transferred, sold or assigned⁴ by operation of law as provided for in the Plan.

2.6 Limited Liability. No provision of this LES Trust Agreement, the Plan or the Confirmation Order, and no mere enumeration herein of the rights or privileges of any LES Trust Beneficiary, shall give rise to any liability of such LES Trust Beneficiary solely in its capacity as such, whether such liability is asserted by LES or any other Debtor, by creditors or employees of LES or any other Debtor, or by any other Person. LES Trust Beneficiaries are deemed to receive the LES Trust Property in accordance with the provisions of this LES Trust Agreement, the Plan and the Confirmation Order in exchange for their Allowed Class LES 3, LES 4, LES 5, LES 6, and LES 7 Claims, or Allowed Class LES 8 Interests, as applicable, without further obligation or liability of any kind, but subject to the provisions of this LES Trust Agreement.

⁴ For the avoidance of doubt, the transfer of any LES Beneficial Interests in accordance with the terms of this LES Trust Agreement, the Inter-Trust Agreement, or the Plan is not intended to create or facilitate the creation of an active trading market for the LES Beneficial Interests.

ARTICLE III
DURATION AND TERMINATION OF LES TRUST

3.1 Duration. The LES Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The LES Trust shall terminate (the "Termination Date") upon the occurrence of the earlier of (i) the full liquidation, administration and distribution of the LES Trust Property in accordance with the Plan, the Confirmation Order, the Inter-Trust Agreement and this LES Trust Agreement and the full performance of all other duties and functions of the LES Trustee set forth in the Plan, the Confirmation Order, the Inter-Trust Agreement and this LES Trust Agreement and (ii) the fifth anniversary of the Effective Date, subject to one or more finite extensions, which must be approved by the Bankruptcy Court pursuant to the terms set forth in the Plan within thirty (30) days prior to the then-current termination date and provided that the LES Trustee receives (x) an opinion of counsel or a favorable ruling from the Internal Revenue Service to the effect that any such extension would not adversely affect the status of the LES Trust as a grantor trust for federal income tax purposes, and (y) an opinion of counsel to the effect that any such extension would not result in the LES Trust or the LES Beneficial Interests being required to be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Investment Company Act of 1940 (collectively, the "Securities Law Acts"). Notwithstanding anything to the contrary in this LES Trust Agreement, in no event shall the LES Trustee unduly prolong the duration of the LES Trust, and the LES Trustee shall, in the exercise of its reasonable business judgment and in the interests of the LES Trust Beneficiaries, at all times endeavor to (i) liquidate the LES Trust Property to maximize net recoveries and (ii) otherwise terminate the LES Trust as soon as practicable in accordance with this LES Trust Agreement.

3.2 Continuance of LES Trust for Winding Up. After the termination of the LES Trust and solely for the purpose of liquidating and winding up the affairs of the LES Trust, the LES Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all the LES Trust Property, the LES Trustee shall retain the books, records and files that shall have been delivered to or created by the LES Trustee, provided, however, that the LES Trustee may seek authority from the Bankruptcy Court to modify the extent to which such records must be retained. At the LES Trustee's discretion, all of such records and documents may be destroyed at any time following the date that is six (6) years after the final distribution of LES Trust Property (unless such records and documents are necessary to fulfill the LES Trustee's obligations pursuant to Sections 4.7(a), 5.1 and 6.1 hereof), subject to the terms of the Inter-Trust Agreement, any joint prosecution and common interests agreement(s) to which the LES Trustee may be party. Except as otherwise specifically provided herein, upon the final distribution of LES Trust Property, the LES Trustee shall be deemed discharged and have no further duties or obligations hereunder, except to account to the LES Trust Beneficiaries as provided in Section 4.4 hereof and as may be imposed on the LES Trustee by virtue of Section 6.1 hereof, and the LES Trust will be deemed to have been dissolved.

ARTICLE IV
ADMINISTRATION OF LES TRUST

4.1 Payment of Claims, Expenses and Liabilities. Subject to the budget agreed upon by the applicable LES Oversight Committees in accordance with Section 4.4 of this LES Trust Agreement, the LES Trustee shall use cash funds of the LES Trust: (i) to pay reasonable administrative expenses of the LES Trust that are incurred (including, but not limited to, any taxes imposed on the LES Trust or professional fees and expenses in connection with the administration and liquidation of the LES Trust Property and preservation of books and records as provided in Section 3.2 hereof); (ii) to satisfy other obligations or other liabilities incurred or assumed by the LES Trust (or to which the LES Trust Property is otherwise subject) in accordance with the Plan, the Confirmation Order, the Inter-Trust Agreement or this LES Trust Agreement, including fees and costs incurred in connection with the protection, preservation, liquidation and distribution of the LES Trust Assets and LES Trust Property and the costs of investigating, prosecuting and resolving the LES Trust Causes of Action; and (iii) to satisfy any other obligations of the LES Trust expressly set forth in the Plan.

4.2 Distributions.

(a) Generally. From the Effective Date through the Termination Date the LES Trust will distribute at least annually to the LES Trust Beneficiaries, consistent with the terms of the Plan and the budget(s) approved by the LES Oversight Committees (including all reserves), its net income and all net proceeds from the sale or other disposition of assets held by such LES Trust, other than an amount of net income or proceeds (a) required by the LES Trust Agreement, any law, regulation, rule, ruling, directive, treaty or other governmental requirement, (b) reasonably necessary to maintain the value of the assets held by it or (c) reasonably necessary to meet claims and contingent liabilities of such LES Trust, provided, however, that (i) the LES Trustee shall cause the Initial Distribution to be made on or before December 31, 2009, unless excused by the LES Trust Committee, and (ii) the LES Trust Committee may authorize the LES Trust to retain LES Trust Proceeds to fund additional litigation with respect to the LES Trust Causes of Action. Distributions of the LES Trust Proceeds shall be made to the LES Trust Beneficiaries as reflected in the LES Trustee's register thereof.

(b) Distribution of Non-Trust Assets. To the extent requested by the Debtors, the LES Trustee shall distribute non-Trust assets including, but not limited to, Net LES Cash, to the LES Trust Beneficiaries.

(c) Notification of Third-Party Recoveries. In connection with any distribution subsequent to the initial distribution, the LES Trustee shall send a request for verification regarding third-party recoveries ("Third-Party Recovery Certification") in substantially the form attached hereto as Annex D not less than thirty (30) days prior to a proposed distribution date to each LES Trust Beneficiary to determine if any LES Trust Beneficiaries have recovered from third parties on account of their Allowed Claims against LES. To the extent that such LES Trust Beneficiary has recovered the full amount of their Allowed Claim from a third party, such LES Trust Beneficiary shall not be entitled to receive further distributions from the LES Trust. If any LES Trust Beneficiary fails to return the Third-Party Recovery Certification, during the three (3) month period following the LES Trustee's initial

mailing of the Third-Party Recovery Certification, the LES Trustee will attempt to contact such LES Trust Beneficiary not less than one (1) additional time regarding the return of such Third-Party Recovery Certification. Any LES Trust Beneficiary who fails to return the Third-Party Recovery Certification shall forfeit any and all rights to receive the distribution associated with that specific Third-Party Recovery Certification unless and until the LES Trust Beneficiary provides the requested information. Any distributions such LES Trust Beneficiary would have been entitled to shall be reserved by the LES Trustee; provided, however, in connection with the final distribution to be made from the LES Trust, such reserved distributions held by the LES Trustee shall be distributed to the remaining LES Trust Beneficiaries. For the avoidance of doubt, recoveries from third parties on account of an LES Trust Beneficiary's Allowed Claim against LES shall not limit an LES Trust Beneficiary's right to collect distributions from the LES Trust unless and until the aggregate of such third-party recoveries and the distributions received from the LES Trust would result in an LES Trust Beneficiary recovering any amount in excess of its Allowed Claim.

(d) LES Remaining Assets Proceeds. Distributions of LES Trust Proceeds other than Waterfall Proceeds (the "LES Remaining Assets Proceeds") shall be made upon receipt by the LES Trustee of the LES Remaining Assets Proceeds to the LES Trust Beneficiaries as reflected in the LES Trustee's register thereof.

(e) Waterfall Proceeds. Distributions of the LES Trust Proceeds that consist of Waterfall Proceeds shall be made according to the distribution scheme described in Article VIII of the Plan and herein. Not less than ten (10) business days prior to a distribution of Waterfall Proceeds, the LES Trustee shall provide the LFG Trustee with notice of the proposed distribution. Such notice shall be substantially in the form of the notice attached as Annex C and shall include, *inter alia*, information regarding collective Waterfall Proceeds distributions made by both Trustees and a proposed allocation between the LES Trust and the LFG Trust of such proposed Waterfall Proceeds distribution, including an accounting of the gross proceeds and applicable recovery expenses. If the LFG Trustee disagrees with the proposed Waterfall Proceeds distribution and/or the allocation between the LES Trust and the LFG Trust, the LFG Trustee shall provide the LES Trustee with written notification of such dispute. Upon receipt of such notice, the Trustees shall work in good faith for not less than fifteen (15) days to resolve such dispute. If the Trustees are unable to resolve the dispute within fifteen (15) days, either Trustee may seek an expedited hearing from the Bankruptcy Court to resolve the dispute.

(i) Waterfall Proceeds shall be distributed in the following order of priority:

- First, the initial \$8 million of the Waterfall Proceeds shall be disbursed to the LFG Trust;
- Second, the next \$65 million of Waterfall Proceeds shall be distributed to the LES Trust;
- Third, the next \$3 million of Waterfall Proceeds shall be distributed to the LFG Trust;

- Fourth, 65% of the next \$159 million of Waterfall Proceeds shall be distributed to the LES Trust, and the remaining 35% of such proceeds shall be distributed to the LFG Trust; and
- Fifth, Waterfall Proceeds in excess of \$235 million shall be split evenly (i.e., 50% each) between (i) the LFG Trust and (ii) the LES Trust.

(f) LES Trust Proceeds shall not be distributed to holders of Allowed Claims in the form of Auction Rate Securities.

(g) LES Trust Property Available for Distribution. Notwithstanding anything in this LES Trust Agreement to the contrary, the LES Trustee shall cause the LES Trust at all times to retain sufficient funds (the “Expense Reserve”) as the LES Trustee shall determine, in consultation with the LES Trust Committee and subject to the budget agreed upon by the applicable LES Oversight Committees in accordance with Section 4.4 of this LES Trust Agreement, as are reasonably necessary for the LES Trust to: (i) meet contingent liabilities and maintain the value of the LES Trust Assets during liquidation; (ii) make the payments and satisfy the obligations and liabilities described in Section 4.1; and (iii) fund any other amounts as required under the Plan and as identified in the LES Trust budget, as well as the fees and expenses of the LES Trustee, the members of the LES Oversight Committees, the LES Trust and the professionals retained by the LES Trustee (the “Trust Professionals”).

Neither the Debtors, nor any LES Trust Beneficiary will have any responsibility with respect to LES Trust Cause of Action litigation costs, LES Trustee’s fees or other expenses of administration of the LES Trust (collectively, “Trust Expenses”). Except as provided in Section 1.8, all Trust Expenses shall be paid by the LES Trust.

(h) Priority of Distribution of LES Trust Proceeds. Any LES Trust Property available for distribution shall be applied, (i) first, to the fees, costs, expenses and liabilities of the LES Trust and the LES Trustee (including the fees and expenses of the Trust Professionals and the members of the LES Oversight Committees) as provided in Section 4.1; and (ii) second, to distributions to LES Trust Beneficiaries in accordance with the terms of the Plan, this LES Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order.

(i) Distribution of LES Trust Proceeds Upon Termination. Except as provided in Section 1.6 hereof, promptly following the termination of the LES Trust, the LES Trustee shall distribute any amounts not yet distributed from the LES Trust to the LES Trust Beneficiaries in accordance with the terms of this LES Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order.

(j) De Minimis Distributions. No distribution shall be required to be made hereunder to any holder of an LES Beneficial Interest unless such holder is entitled to receive, in any distribution from the LES Trust, at least \$25.00. Any holder of an LES Beneficial Interest on account of which the amount of cash to be distributed pursuant to any distribution from the LES Trust is less than \$25.00 shall be deemed to have no claim for such distribution against the

Debtors, the LES Trust or the LES Trust Property. Subject to Section 4.3 hereof, any cash not distributed pursuant to this Section 4.2(k) shall be the property of the LES Trust free of any restrictions thereon.

(k) Location for Distributions; Notice of Change of Address. Distributions shall be made by the LES Trustee to LES Trust Beneficiaries at the address set forth on each LES Trust Beneficiary's Proof of Claim, or if no Proof of Claim was filed, in the Debtors' Schedules. Each LES Trust Beneficiary shall be responsible for providing the LES Trustee with timely written notice of any change in address. The LES Trustee is not obligated to make any effort to determine the correct address of any LES Trust Beneficiary.

4.3 Undeliverable Property.

(a) If any distribution of LES Trust Proceeds or other LES Trust Property to a LES Trust Beneficiary is returned to the LES Trustee as undeliverable, no further distribution to such LES Trust Beneficiary shall be made unless and until the LES Trustee is notified in writing of such LES Trust Beneficiary's then-current address. For purposes of this LES Trust Agreement, undeliverable distributions shall include checks sent to an LES Trust Beneficiary, respecting distributions to such LES Trust Beneficiary, which checks have not been cashed within six (6) months following the date of issuance of such checks. Undeliverable distributions shall remain in the possession of the LES Trustee until the next distribution date that the relevant distribution becomes deliverable (in which event it shall be distributed to such LES Trust Beneficiary), subject to Section 4.3(b) hereof.

(b) Any LES Trust Beneficiary that does not assert a claim for an undeliverable distribution of LES Trust Proceeds or other LES Trust Property held by the LES Trust prior to the date that is the earlier of two (2) years after the date of the distribution or six (6) months after all of the LES Trust Property has been distributed (other than undeliverable distributions), shall no longer have any claim to or interest in such undeliverable distribution. For the avoidance of doubt, the LES Trustee shall have no obligation to establish any reserve in respect of any undeliverable distribution at the time of the final distribution of LES Trust Property if such final distribution occurs more than two (2) years after the initial distribution. In such cases, title to and all LES Beneficial Interests in any such undeliverable distributions shall revert to or remain in the LES Trust and shall be redistributed to the remaining holders of LES Beneficial Interests in accordance with Section 4.2 of this LES Trust Agreement.

4.4 Reports.

(a) The LES Trustee shall deliver reports to members of the LES Oversight Committees annually, which reports shall specify in reasonable detail: (i) the status of the LES Trust Causes of Action and other LES Assets assigned to the LES Trust, including any settlements entered into by the LES Trust; (ii) the fees and expenses of the LES Trust, the LES Trustee, members of the LES Oversight Committees, and the Trust Professionals incurred and/or earned during the most recent year; (iii) the aggregate fees and expenses of the LES Trust, the LES Trustee and the Trust Professionals incurred and/or earned since the date of this LES Trust Agreement; (iv) the amount of LES Trust Proceeds received by the LES Trust during the most recent year; (v) the aggregate amount of LES Trust Proceeds received by the LES Trust since the

date of this LES Trust Agreement; (vi) the calculation of the LES Trust Property available for distribution for the next distribution date; (vii) the aggregate amount of distributions from the LES Trust to LES Trust Beneficiaries since the date of this LES Trust Agreement; and (viii) such other information as the LES Oversight Committees may reasonably request from time to time. The LES Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions (i) as may be necessary to cause the LES Trust and the LES Trustee to be in compliance with applicable law or (ii) as may be otherwise reasonably requested from time to time by the LES Oversight Committees.

(b) The LES Trustee shall prepare and submit to the applicable LES Oversight Committees for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the LES Trust; provided, however, that the first such report shall be submitted no later than thirty (30) days after the Effective Date. Such annual plan and budget shall set forth in reasonable detail: (i) the LES Trustee's anticipated actions to administer and liquidate the LES Trust Assets; and (ii) the anticipated expenses, including professional fees, associated with conducting the affairs of the LES Trust. Such annual plan and budget shall be updated and submitted to the applicable LES Oversight Committee for review and approval on a [quarterly] basis, and each such [quarterly] update shall reflect the differences between the anticipated actions described in the annual report and actual operations of the LES Trust to date. All actions by the LES Trustee must be consistent with the plan and budget, as updated and approved by the applicable LES Oversight Committee.

(c) The LES Trustee shall provide the LES Oversight Committees with such other information as may be reasonably requested by such committees from time to time or on a regular basis.

(d) The LES Trustee shall issue and deliver, or make available by posting on a website or otherwise, to all LES Trust Beneficiaries (i) reports no less often than quarterly, containing the types of information set forth in Section 4.4(a) above and (ii) to the extent not otherwise provided, unaudited financial statements no less than annually, in each case, in such form and in such detail as it deems appropriate in consultation with the LES Oversight Committees.

4.5 Securities Law Acts. If the LES Trust becomes subject to the registration requirements of any of the Securities Law Acts, the LES Trustee shall cause the LES Trust to register pursuant to, and comply with, the applicable reporting requirements of such Securities Law Act.

4.6 Fiscal Year. Except for the first and last years of the LES Trust, the fiscal year of the LES Trust shall be the calendar year. For the first and last years of the LES Trust, the fiscal year of the LES Trust shall be such portion of the calendar year that the LES Trust is in existence.

4.7 Books and Records. (a) Subject to the provisions of Section 3.2 hereof, the LES Trustee shall retain and preserve LES's books, records and files that shall have been delivered to or created by the LES Trustee, including all such books, records and files as may be needed to investigate, prosecute and resolve the causes of action held by the LES Trust. The LES Trustee

shall cause the LES Trust to perform its obligations under any non-prosecution and/or joint prosecution and common interest agreements to which the LES Trust has succeeded or the LES Trustee is party, and shall retain or destroy copies of any information that was provided or received pursuant to the terms of any such agreements.

(b) Subject to the provisions of Section 3.2 hereof, the LES Trustee shall maintain, in respect of the LES Trust and the holders of LES Beneficial Interests, books and records relating to the assets and the income of the LES Trust and the payment of expenses of the LES Trust and the LES Trustee, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof in accordance with the provisions of this LES Trust Agreement and applicable provisions of law, including tax law. The LES Trustee shall provide any member of any of the LES Oversight Committees with access to such books and records during normal business hours as may be reasonably requested with advance notice.

4.8 Cash Payments. All distributions required to be made by the LES Trustee to the holders of LES Beneficial Interests shall be made in cash denominated in U.S. dollars by checks drawn on a domestic bank selected by the LES Trustee or, at the option of the LES Trustee, by wire transfer from a domestic bank selected by the LES Trustee; provided, however, that cash payments to foreign holders of LES Beneficial Interests may be made, at the option of the LES Trustee, in such funds as and by such means as are necessary or customary in a particular foreign jurisdiction. All cash of the LES Trust shall be maintained in a United States financial institution.

4.9 Insurance. The LES Trust shall maintain customary insurance coverage for the protection of the LES Trustee, the members of the LES Oversight Committees and any such other persons serving as administrators and overseers of the LES Trust on and after the Effective Date as the LES Trustee determines to be appropriate in consultation with the LES Oversight Committees.

4.10 Disputes Regarding Compensation. To the extent a dispute regarding compensation arises between the LES Trustee and any of the LES Oversight Committees, either the LES Trustee or the LES Oversight Committee in question may file a motion and/or other pleadings with the Bankruptcy Court and retain advice and guidance or such other relief as may be appropriate concerning a resolution of the compensation matter(s) in dispute between the parties. In such event, the relevant LES Oversight Committee shall have the right to engage legal counsel to advise it with respect to the matter(s) in dispute and the reasonable fees and expenses of such legal counsel shall be reimbursed by the LES Trustee from Cash in the LES Trust.

ARTICLE V **TAX MATTERS**

5.1 Tax Treatment. LES, the other Debtors, the LES Trustee and the holders of LES Beneficial Interests will treat the LES Trust as a “liquidating trust” within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. Consistent with this treatment, for all federal, state and local income tax purposes, each holder of an Allowed Class LES 3, LES 4, LES 5, LES 6, and LES 7 Claim and Allowed Class LES 8

Interest shall be treated as transferring such Allowed Claim or Interest to LES in exchange for the holder's share of the LES Trust Assets (subject to the liabilities of LES assumed by the LES Trust), in addition to other distributions to which the holder may be entitled to under the Plan, and then as transferring the holder's share of the LES Trust Assets (subject to the liabilities) to the LES Trust in exchange for the holder's LES Beneficial Interest in the LES Trust. The holders of LES Beneficial Interests in the LES Trust will be treated solely for tax purposes as the grantors and deemed owners of the LES Trust; and LES, the LES Trustee and the LES Trust Beneficiaries will use consistent valuations for the transferred assets for tax purposes. The LES Trustee shall be authorized to take any action necessary to maintain compliance with this regulation or its successor that does not contradict the terms of this LES Trust Agreement, the Inter-Trust Agreement, the Plan or the Confirmation Order.

5.2 Tax Reporting. The "taxable year" of the LES Trust shall be the "calendar year" as those terms are defined in Section 441 of the Internal Revenue Code. The LES Trustee shall file returns for the LES Trust as a grantor trust pursuant to Treasury Regulation § 1.671-4(a). The LES Trustee shall annually (within seventy-five (75) days after the end of each calendar year) send to each record holder of a LES Beneficial Interest a separate statement setting forth the holder's share or items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns. Such reporting shall also occur within sixty (60) days of the dissolution of the LES Trust. The LES Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plan relating to Disputed Claims) to the LES Trust Beneficiaries in accordance with their relative LES Beneficial Interests in the LES Trust.

5.3 Tax Withholdings. The LES Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the LES Trust Beneficiaries. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such LES Trust Beneficiaries for all purposes of this LES Trust Agreement. The LES Trustee shall be authorized to collect such tax information from the LES Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan, the Confirmation Order, the Inter-Trust Agreement, and this LES Trust Agreement. The LES Trustee may refuse to make a distribution to any LES Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that upon the LES Trust Beneficiary's delivery of such information, the LES Trustee shall make such distribution to which the LES Trust Beneficiary is entitled, without interest.

ARTICLE VI

POWERS OF AND LIMITATIONS ON THE LES TRUSTEE

6.1 Powers of the LES Trustee.

(a) Pursuant to the terms of the Plan, the Inter-Trust Agreement, and the Confirmation Order, the LES Trustee shall have various powers, duties and responsibilities concerning the prosecution of certain litigation claims (including some claims that benefit, in

part, a different trust), the disposition of assets, the resolution of claims, and numerous other obligations relating to maximizing the proceeds of the LES Trust Assets and the administration of the LES Trust. In addition, the LES Trustee may have similar obligations concerning one or more non-Debtor subsidiaries of LES. Notwithstanding the different entities implicated by the duties and responsibilities delegated to the LES Trustee in the Plan and/or Confirmation Order, the LES Trustee may exercise all such powers and pursue all such responsibilities because, *inter alia*, the intercompany claims that may exist between any of these different entities have been allowed pursuant to the Confirmation Order and the net benefit of such obligations will inure to the LES Trust Beneficiaries.

(b) The LES Trustee shall have only such rights, powers and privileges expressly set forth in the Plan, the Inter-Trust Agreement, the Confirmation Order, and this LES Trust Agreement and as otherwise provided by applicable law. Subject to the other provisions herein, including, without limitation, the provisions relating to the LES Oversight Committees in Section 6.3, the LES Trustee shall be expressly authorized to undertake the following actions, in the LES Trustee's good faith judgment, in the best interests of the LES Trust Beneficiaries and to maximize net recoveries therefor:

(i) subject to the limitations set forth in Sections [6.3] and [6.4] of the LES Trust Agreement, prosecute, settle or otherwise compromise or abandon for the benefit of the LES Trust all claims and causes of action transferred by the Debtors to the LES Trust or arising in favor of the LES Trust, including, without limitation, take any action with respect to appeals, counterclaims, and defenses of such claims and causes of action;

(ii) liquidate the LES Trust Assets;

(iii) execute any documents and take any other actions related to, or in connection with, the liquidation of the LES Trust Assets and the exercise of the LES Trustee's powers granted herein;

(iv) hold legal title to any and all rights of the LES Trust Beneficiaries in, to or arising from the LES Trust Property;

(v) subject to the limitations set forth in Sections [6.3] and [6.4] of the LES Trust Agreement, protect and enforce the rights to the LES Trust Property vested in the LES Trustee by this LES Trust Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(vi) make distributions of the LES Trust Proceeds and other LES Trust Property to the appropriate LES Trust Beneficiaries in accordance with this LES Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order;

(vii) file, if necessary, any and all tax returns with respect to the LES Trust and pay taxes properly payable by the LES Trust, if any;

(viii) file, if necessary, any and all state and local tax returns with respect to the non-Debtor Subsidiaries and pay taxes properly payable by the non-Debtor Subsidiaries, if any;

(ix) make all necessary filings concerning the LES Trust in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act;

(x) subject to the limitations set forth in Sections [6.3] and [6.4] of the LES Trust Agreement, determine and satisfy from the LES Trust Property any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the LES Trust;

(xi) subject to the limitations set forth in Section [6.6] of this LES Trust Agreement, retain and pay professionals, employees (including former employees of the Debtors), contractors or other agents, including any and all estate professionals, and the expenses of members of the LES Oversight Committees, from the LES Trust Property to carry out its duties and obligations hereunder;

(xii) invest monies received by the LES Trust, the LES Trustee or otherwise held by the LES Trust or the LES Trustee in accordance with Section 6.7 hereof;

(xiii) in the event that the LES Trustee determines that the LES Trust Beneficiaries or the LES Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences;

(xiv) create sub-trusts or title vehicles of which the LES Trust or the LES Trust Beneficiaries hold the beneficial or ownership interests, as applicable;

(xv) purchase customary insurance coverage in accordance with Section 4.9 hereof;

(xvi) perform such functions and take such actions as are provided for or permitted in this LES Trust Agreement, the Inter-Trust Agreement, the Plan, the Confirmation Order or any other agreement executed pursuant to the Plan;

(xvii) enter into, on behalf of the LES Trust, escrow or similar agreements with U.S. financial institutions, on compensation and other terms deemed acceptable to the LES Trustee, for purpose of effecting distributions otherwise in accordance with this LES Trust Agreement, the Plan and the Confirmation Order and investing LES Trust Property in accordance with Section 6.7 prior to the distribution thereof; and

(xviii) serve as and/or appoint the directors and officers of any non-Debtor direct subsidiary of LES in order to facilitate the liquidation of the LES Trust Assets and for purposes of the LES Trust.

6.2 Establishment of the LES Oversight Committees.

(a) The LES Trust Committee shall include the committee to be appointed in accordance with, and to exercise the duties set forth in, this LES Trust Agreement, which duties shall be in the nature of and/or include advising the LES Trustee with respect to actions pertaining to the LES Remaining Assets Sub-Trust and administration of the LES Trust (other than prosecution of the ARS Litigation), including the removal of the LES Trustee. The LES Trust Committee shall consist of [seven (7)] members (who may also be members of the ARS Litigation Committee) to be selected by the LES Creditors Committee and be comprised of the persons identified on Annex A hereto.

(b) ARS Litigation Committee means the committee to be appointed in accordance with, and to exercise the duties set forth in, this LES Trust Agreement, which duties shall be in the nature of and/or include advising with respect to the actions of the LES Trustee pertaining to the ARS Litigation Sub-Trust. The ARS Litigation Committee shall have [nine (9)] voting members and one (1) *ex officio* non-voting member selected by the LFG Committee, and shall be comprised of the persons identified on Annex A hereto. The LES Remaining Assets Committee shall have [seven (7)] members and be comprised of the persons identified on Annex A hereto. Notwithstanding the establishment of the separate ARS Litigation Committee and the LES Remaining Assets Committee, the LES Trust Committee shall oversee all aspects of the powers, duties, and activities of the LES Trustee, and the ARS Litigation Committee shall exist solely for the purpose of providing the LES Trustee with information and input concerning the handling prosecution, and/or settlement of the ARS Litigation. The *ex officio* member of the ARS Litigation Committee shall not have any of the rights provided herein for regular, voting members of the LES Oversight Committees.

(c) The LFG Trustee shall have the power to fill any vacancy concerning the *ex officio*, non-voting member of the ARS Litigation Committee.

(d) Each LES Oversight Committee member (and the *ex officio* member of the ARS Litigation Committee) shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the applicable LES Oversight Committees and (ii) an alternate representative to attend meetings and participate in other activities of the LES Oversight Committees when the representatives designated pursuant to clause (i) above are unavailable to participate in such meetings and activities.

(e) Except for the ARS Litigation Committee, the purpose of the LES Oversight Committees shall be to oversee and direct the liquidation and distribution of the LES Trust Property by the LES Trustee, in accordance with the terms of this LES Trust Agreement, the Inter-Trust Agreement, the Plan and Confirmation Order.

(f) A quorum for meetings of the LES Oversight Committees shall consist of a majority of the non-recused, voting members of the applicable LES Oversight Committee then

serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a voting member of the LES Oversight Committee shall be deemed present if a representative of the member is attending in person, by telephone or by proxy.

(g) An LES Oversight Committee member and its representative shall be recused from any LES Oversight Committee's deliberations and votes on any matters as to which such member has a conflicting interest. If an LES Oversight Committee member or its representative does not recuse itself from any such matter, that LES Oversight Committee member and its representative may be recused from such matter by the majority vote of the remaining, voting members of the applicable LES Oversight Committee that are not recused from the matter.

(h) Except as expressly provided herein, the affirmative vote of a majority of the non-recused members of the applicable LES Oversight Committee shall be the act of the applicable LES Oversight Committee with respect to any matter that requires the determination, consent, approval or agreement of the applicable LES Oversight Committee. In all matters submitted to a vote of any LES Oversight Committee, each LES Oversight Committee member shall be entitled to cast one vote, which vote shall be cast personally by such LES Oversight Committee member or by proxy.

(i) Each member of the LES Oversight Committees may be reimbursed by the LES Trustee for its actual reasonable out-of-pocket expenses incurred for serving on such committee; provided, however, that such reimbursements shall not include reimbursement for counsel to assist such member in connection with his or her service on any LES Oversight Committee.

6.3 Approval of the LES Oversight Committees. Notwithstanding anything in this LES Trust Agreement to the contrary, the LES Trustee shall submit to the applicable LES Oversight Committees for their review and prior approval, which approval shall be determined in accordance with Section 6.2(h) of this LES Trust Agreement, the following matters and any other matters that the LES Trust Committee may direct the LES Trustee to submit for its approval or that expressly require the approval of the LES Oversight Committees pursuant to the terms of this LES Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order:

(a) Any transaction to sell, assign, transfer or abandon any LES Trust Property (other than claims, rights or causes of action) in which the amount of the transaction exceeds \$25,000 of the initial valuation therefore (or such amount as may be later determined from time to time by the applicable LES Oversight Committees);

(b) Any decision to initiate, prosecute or pursue any Claim or Cause of Action, provided, however, that this Section 6.3(b) may be waived by the written agreement of a majority of the LES Oversight Committees;

(c) Any decision or agreement to settle (and/or sell) and/or abandon any Claim or Cause of Action;

(d) Any decision to make or refrain from making any distributions to the holders of the LES Beneficial Interests;

(e) Any request to retain professionals;

(f) Any resolution and/or settlement of the assets in the ARS Litigation Sub-Trust;

(g) Any resolution and/or settlement of the assets in the LES Remaining Assets Sub-Trust which seeks to resolve claims and/or causes of action with an initial asserted value of \$25,000 or more;

(h) Any actions that would give rise to or alleviate adverse tax consequences to the LES Trust or the LES Trust Beneficiaries; and

(i) The reports and budgets described in Section 4.4(a), (b) and (i).

6.4 Approval of the Bankruptcy Court. Notwithstanding anything in the LES Trust Agreement to the contrary, the LES Trustee

(a) shall file a motion with the Bankruptcy Court seeking approval of any resolution and/or settlement of the assets in the ARS Litigation Sub-Trust; and

(b) may file a motion with the Bankruptcy Court seeking approval of any resolution and/or settlement of the assets in the LES Remaining Assets Sub-Trust. In the circumstances where the LES Trustee seeks approval by the Bankruptcy Court of a settlement of a Claim and/or Cause of Action, the applicable standard for such approval shall be that applied by courts interpreting Bankruptcy Rule 9019.

6.5 Limitations on LES Trustee. No part of the LES Trust Property shall be used or disposed of by the LES Trustee in furtherance of any trade or business. The LES Trustee shall, on behalf of the LES Trust, hold the LES Trust out as a trust in the process of liquidation and not as an investment company. The LES Trustee shall not become a market-maker for the LES Beneficial Interests or otherwise attempt to create a secondary market for the LES Beneficial Interests. The LES Trustee shall be restricted to the liquidation of the LES Trust Assets on behalf, and for the benefit, of the LES Trust Beneficiaries and the distribution and application of LES Trust Property for the purposes set forth in this LES Trust Agreement, the Plan and the Confirmation Order, and the conservation and protection of the LES Trust Property and the administration thereof in accordance with the provisions of this LES Trust Agreement, the Plan and the Confirmation Order.

6.6 Agents and Professionals; Employees. The LES Trust may, but shall not be required to, from time to time enter into contracts with, consult with and retain independent contractors, including attorneys, accountants, appraisers, disbursing agents or other parties deemed by the LES Trustee to have qualifications necessary or desirable to assist in the proper administration of the LES Trust, including any estate professionals retained during the Chapter 11 Cases as may be appropriate in the circumstances. None of the professionals retained by the Debtors or the Creditors Committees shall be precluded from being engaged by the LES Trustee

solely on account of their service as a professional for the Debtors or the Creditors Committees prior to the Effective Date. The LES Trustee shall pay the reasonable fees and expenses of such persons out of the LES Trust Property in the ordinary course of business without the need for approval of the Bankruptcy Court or the LES Oversight Committees. In addition, the LES Trust may enter into an agreement with any of the employees of, or consultants to, the Debtors that exist following the Effective Date to utilize the services of one or more employees of or consultants to the Debtors. In the event of any dispute concerning the entitlement to, or the reasonableness of any compensation and/or expenses of any professional for the LES Trust, either the LES Trustee or the affected party may ask the Bankruptcy Court to resolve the dispute.

6.7 Investment of LES Trust Monies. The LES Trustee shall, as approved by the LES Oversight Committees, invest the LES Trust Proceeds received by the LES Trustee or otherwise held by the LES Trustee in highly-rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses and other obligations and make distributions under Article IV of this LES Trust Agreement, which investments shall consist of: (i) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States; (ii) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies; or (iii) other investment-grade short-term debt investments approved by the LES Oversight Committees.

ARTICLE VII

CONCERNING THE LES TRUSTEE

7.1 Generally. The LES Trustee shall exercise such rights and powers vested in it by this LES Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this LES Trust Agreement, the Plan or the Confirmation Order shall be construed to relieve the LES Trustee from liability for its own gross negligence, fraud or reckless, intentional or willful misconduct, except that the LES Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the LES Trustee in accordance with this LES Trust Agreement.

7.2 Reliance by LES Trustee. Except as otherwise provided in this LES Trust Agreement, the Plan, the Inter-Trust Agreement, or the Confirmation Order:

(a) the LES Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the LES Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) persons (including any professionals retained by the LES Trustee in accordance with this LES Trust Agreement) engaged in transactions with the LES Trustee shall look only to the LES Trust Property to satisfy any liability incurred by the LES Trustee to such person in carrying out the terms of this LES Trust Agreement, the Plan or the Confirmation Order, and the LES Trustee shall have no personal or individual obligation to satisfy any such liability.

7.3 Liability to Third Persons. No LES Trust Beneficiary shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the LES Trust Property or the affairs of the LES Trustee. The LES Trustee, agents of the LES Trustee and the members of the LES Oversight Committees shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the LES Trust Property or the affairs of the LES Trust, except for its own gross negligence, fraud or reckless, intentional or willful misconduct, and all such persons shall look solely to the LES Trust Property for satisfaction of claims of any nature arising in connection with affairs of the LES Trust. Other than as set forth in the Plan or in the Confirmation Order, nothing in this Section 7.3 shall be deemed to release any LES Trust Beneficiary from any actions or omissions occurring prior to the Effective Date.

7.4 Nonliability of LES Trustee for Acts of Others. Nothing contained in this LES Trust Agreement, the Inter-Trust Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the LES Trustee of any of the liabilities, obligations or duties of the Debtors and shall not be deemed to be or contain a covenant or agreement by the LES Trustee to assume or accept any such liability, obligation or duty. Any successor LES Trustee may accept and rely upon any accounting made by or on behalf of any predecessor LES Trustee hereunder, and any statement or representation made as to the assets comprising the LES Trust Property or as to any other fact bearing upon the prior administration of the LES Trust, so long as it has a good-faith basis to do so. The LES Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The LES Trustee or any successor LES Trustee shall not be liable for any act or omission of any predecessor LES Trustee, nor have a duty to enforce any claims against any predecessor LES Trustee on account of any such act or omission, unless directed to do so by the applicable LES Oversight Committees.

7.5 Indemnity. The LES Trustee, the members of the LES Oversight Committees and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "Indemnified Parties") shall be indemnified by the LES Trust solely from the LES Trust Property for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the LES Trustee or the members of the LES Oversight Committees solely in their capacity as such; provided, however, that the LES Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the LES Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the LES Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 7.5. The foregoing indemnity in respect of any Indemnified Party shall

survive the termination of such Indemnified Party from the capacity for which they are indemnified.

7.6 Compensation and Expenses. The LES Trustee shall receive fair and reasonable compensation for its services in accordance with the compensation schedule attached hereto as Annex B. The LES Trustee shall be entitled, without the need for approval of the Bankruptcy Court, to reimburse itself and the Trust Professionals from the LES Trust Property on a monthly basis for all reasonable out-of-pocket expenses actually incurred in the performance of duties in accordance with this LES Trust Agreement, and, when due, professional fees in accordance with the terms of such professionals' retention.

ARTICLE VIII

SUCCESSOR LES TRUSTEES

8.1 Resignation. The LES Trustee may resign from the LES Trust by giving at least sixty (60) days prior written notice thereof to each member of the LES Oversight Committees. Such resignation shall become effective on the later to occur of (i) the date specified in such written notice and (ii) the effective date of the appointment of a successor LES Trustee in accordance with Section 8.4 hereof and such successor's acceptance of such appointment in accordance with Section 8.5 hereof.

8.2 Removal. The LES Trustee may be removed, with or without cause, by a majority of the members of the LES Trust Committee. Such removal shall become effective on the date specified in such action by the LES Trust Committee.

8.3 Effect of Resignation or Removal. The resignation, removal, incompetency, bankruptcy or insolvency of the LES Trustee shall not operate to terminate the LES Trust or to revoke any existing agency created pursuant to the terms of this LES Trust Agreement, the Inter-Trust Agreement, the Plan or the Confirmation Order or invalidate any action theretofore taken by the LES Trustee. All fees and expenses incurred by the LES Trustee prior to the resignation, incompetency or removal of the LES Trustee shall be paid from the LES Trust Property, unless such fees and expenses are disputed by (i) the LES Oversight Committees or (ii) the successor LES Trustee, in which case the Bankruptcy Court shall resolve the dispute and any disputed fees and expenses of the predecessor LES Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the LES Trust Property. In the event of the resignation or removal of the LES Trustee, such LES Trustee shall: (a) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor LES Trustee or directed by the Bankruptcy Court to effect the termination of such LES Trustee's capacity under this LES Trust Agreement; (b) promptly deliver to the successor LES Trustee all documents, instruments, records and other writings related to the LES Trust as may be in the possession of such LES Trustee; provided, however, that such LES Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the LES Trustee is party; and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor LES Trustee.

8.4 Appointment of Successor. In the event of the resignation, removal, incompetency, bankruptcy or insolvency of the LES Trustee, a vacancy shall be deemed to exist

and a successor shall be appointed by a majority of the LES Trust Committee. In the event that a successor LES Trustee is not appointed within thirty (30) days after the date of such vacancy, the Bankruptcy Court, upon its own motion or the motion of a LES Trust Beneficiary or member of any of the LES Oversight Committees, shall appoint a successor LES Trustee.

8.5 Acceptance of Appointment by Successor LES Trustee. Any successor LES Trustee appointed hereunder shall execute an instrument accepting its appointment and shall deliver one counterpart thereof to the Bankruptcy Court for filing and, in case of the LES Trustee's resignation, to the resigning LES Trustee. Thereupon, such successor LES Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the LES Trust with like effect as if originally named LES Trustee and shall be deemed appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The resigning or removed LES Trustee shall duly assign, transfer and deliver to such successor LES Trustee all property and money held by such resigning or removed LES Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor LES Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor LES Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed LES Trustee.

ARTICLE IX **MISCELLANEOUS PROVISIONS**

9.1 Fiduciary Obligation. The LES Trustee shall owe fiduciary duties to LES, the LES Subsidiary Debtors, and their respective Estates and Post-Effective Date Estates.

9.2 Governing Law. This LES Trust Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without reference to conflicts of law).

9.3 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the LES Trust and the LES Trustee, including, without limitation, the administration and activities of the LES Trust and the LES Trustee; provided, however, that notwithstanding the foregoing and expressly subject to and consistent with the provisions set forth in Article [XV] of the Plan, the LES Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any claims or causes of action assigned to the LES Trust.

9.4 Severability. In the event any provision of this LES Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this LES Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this LES Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5 Notices. Any notice or other communication required or permitted to be made under this LES Trust Agreement shall be in writing and shall be deemed to have been

sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means, sent by nationally recognized overnight delivery service or mailed by first-class mail:

- (i) if to the LES Trustee, to:

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Meyers, Florida 33901
Fax: [_____]
Email: [_____]

- (ii) if to a member of any of the LES Oversight Committees, to the address set forth on Annex A, or such other address as may be provided to the LES Trustee by such member of the applicable LES Oversight Committee;

- (iii) if to any LES Trust Beneficiary, to the last known address of such LES Trust Beneficiary according to the LES Trustee's records; and

- (iv) if to LES, to:

Fax: _____

- (v) if to the LFG Trust, to:

Bruce H. Matson, Esquire
LeClairRyan, A professional Corporation
Riverfront Plaza, East Tower
951 East Byrd Street, Eighth Floor
Richmond, Virginia 23219
Fax: 804.783.7629
Email: bruce.matson@leclairryan.com

9.6 Headings. The headings contained in this LES Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this LES Trust Agreement or of any term or provision hereof.

9.7 Plan. The terms of this LES Trust Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. However, to the extent that the terms of the Plan are inconsistent with the terms set forth in this LES Trust Agreement with respect to the LES Trust, then the Plan and the Confirmation Order shall govern.

9.8 Cooperation. LES shall turn over or otherwise make available to the LES Trustee (or to its designee as provided in the Inter-Trust Agreement) at no cost to the LES Trust or the LES Trustee, all books and records reasonably required by the LES Trustee to carry out its duties hereunder, and agree to otherwise reasonably cooperate with the LES Trustee in carrying out its duties hereunder.

9.9 Entire LES Trust Agreement. This LES Trust Agreement and the Annexes attached hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

9.10 Named Party. In pursuing any Claims and/or Causes of Action, or in disposing of any Assets of the LES Trust, or otherwise administering the LES Trust or any LES Trust Property, including, without limitation, the execution of documents such as bills of sale, releases, and agreements, the LES Trustee may pursue such matters and/or execute any such documents in the name of "LandAmerica 1031 Exchange Services, Inc." and/or in his own name as LES Trustee or in such other names or such representative capacities as necessary or appropriate in the LES Trustee's discretion.

9.11 Amendment. This LES Trust Agreement may be amended by the LES Trustee with the consent of all members of the LES Creditors Committee; provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this LES Trust Agreement that are inconsistent with the terms of the Plan or the Confirmation Order.

9.12 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this LES Trust Agreement, and the words herein and words of similar import refer to this LES Trust Agreement as a whole and not to any particular Article, Section or subdivision of this LES Trust Agreement. The term "including" shall mean "including, without limitation."

9.13 Counterparts. This LES Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

[Remainder of Page Blank — Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this LES Trust Agreement or caused this LES Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

LANDAMERICA 1031 EXCHANGE SERVICES, INC.

By: _____
Name: _____
Title: _____

Gerard A. McHale, Jr., as LES Trustee

By: _____
Name: _____
Title: _____

Annex A

LES Trust Committee Members

- Six (6) representatives selected by the LES Creditors Committee
- One (1) representative selected by Millard Refrigerated Services, Inc.

ARS Litigation Committee Members

- Six (6) representatives selected by the LES Creditors Committee
- One (1) representative selected by Millard Refrigerated Services, Inc.
- One (1) representative selected by the Commingled Exchanger Committee
- One (1) representative selected by Matthew B. Luxenberg, Trustee of the Matthew B. Luxenberg Revocable Family Trust
- One (1) *ex officio* non-voting member selected by the LFG Creditors Committee

LES Remaining Assets Committee Members

- Six (6) representatives selected by the LES Creditors Committee
- One (1) representative selected by Millard Refrigerated Services, Inc.

Annex B
LES Trustee's Compensation

The LES Trustee shall be compensated as follows:

1. the LES Trustee shall be compensated at an hourly rate of \$450 per hour for work performed pursuant to the LES Trust Agreement;
2. the LES Trustee shall charge hourly rates between \$125 and \$250 per hour for work performed by associates or professional staff in his office pursuant to the LES Trust Agreement;
3. after the second month of service as LES Trustee, there will be a monthly cap of \$15,000 for fees billed for work performed by the LES Trustee, his associates or professional staff;
4. time for travel will not be billable; and
5. there will be no contractual "success fee" paid.

The LES Trustee is not providing any assurance regarding the outcome of its work.

In addition to the fees outlined above, the LES Trustee will charge for reasonable out-of-pocket expenses that are incurred on the LES Trust's behalf during its services as LES Trustee, including, but not limited to, counsel fees, coach airfare, meals, hotel accommodations, telephone, industry research, duplicating and printing, etc. Invoices for fees and expenses incurred in connection with services as LES Trustee will be billed monthly and are due upon receipt; provided, however, that the fees and expenses of the LES Trustee are subject to the review and final approval of the LES Trust Committee.

The LES Trustee shall not be required to file fee applications with the Bankruptcy Court.

Annex C

Form Notice of Waterfall Distribution

[LES TRUSTEE]
[Tel] / [Fax]
[Email]

[_____], 2010

VIA REGULAR MAIL

LFG Trustee

Re: Case No. 08-35994; *In re LandAmerica Financial Group, Inc., et al.*, United States Bankruptcy Court, Eastern District of Virginia

Dear LFG Trustee:

Pursuant to Section 4.2(e) of the LES Trust Agreement, and in accordance with the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and the Inter-Trust Agreement, attached is a Notice of Proposed Waterfall Distribution specifying the proposed distribution of anticipated Waterfall Proceeds and the proposed allocation of such Waterfall Proceeds between the LFG Trust and the LES Trust.

In accordance with the LES Trust Agreement, if you disagree with the proposed distribution and/or allocation of Waterfall Proceeds as set forth in the attached Notice, you must provide the LES Trustee with written notice of such dispute within five (5) business days of the date of this Notice. To the extent the dispute is not resolved consensually, an independent accounting firm will be employed to determine the appropriate distribution and/or allocation of the applicable Waterfall Proceeds.

Sincerely,

LES Trustee

By: _____
Name: _____

**NOTICE OF PROPOSED DISTRIBUTION
OF WATERFALL PROCEEDS**

1. Amount of Waterfall Proceeds proposed to be distributed:

\$ _____

a. Expenses incurred in recovery of applicable Waterfall Proceeds:

\$ _____

b. Net Waterfall Proceeds proposed to be distributed:

\$ _____

2. Proposed allocation of Waterfall Proceeds distribution:

To LFG Trust: \$ _____

To LES Trust: \$ _____

3. Aggregate distributions of Waterfall Proceeds previously made by the Trusts:

a. By LFG Trust: Amount \$ _____

Date _____

b. By LES Trust: Amount \$ _____

Date _____

Annex D

Form Notice of Third-Party Recoveries

[LES TRUSTEE]
[Tel] / [Fax]
[Email]

[_____], 2010

VIA REGULAR MAIL

Please be advised that failure to return the attached Distribution Certification Form accompanied by a detailed summary of any third-party recoveries received will result in a delay and the potential forfeiture of your right to receive any distribution from the LES Trust.

LES Trust Beneficiaries

Re: Case No. 08-35994; *In re LandAmerica Financial Group, Inc., et al.*, United States Bankruptcy Court, Eastern District of Virginia

Dear LES Trust Beneficiaries:

I am writing to you as the LES Trustee, the person responsible for implementing the LES plan of reorganization and monetizing and distributing the proceeds of the LES Trust. You are receiving this letter because, according to the Debtors' plan of reorganization, you are a beneficiary of the LES Trust entitled to receive a distribution from the LES Trust Proceeds.

To preserve your right to receive a distribution from the LES Trust Proceeds, you must complete the attached Distribution Certification Form, stating with specificity any recoveries you have received from third parties on account of your claim against LES, and submit it to the following address so it is received by the LES Trustee on or before _____, 2010:

[LES Trustee]

If you complete and timely submit the attached Distribution Certification Form, you will preserve your right to receive a distribution from the LES Trust Proceeds with respect to your Allowed LES Claim.

In completing the attached Distribution Certification Form, you **must** attach a detailed summary that states with specificity any third-party recoveries you have received on account of your claim against LES, or state that no such recoveries exist. **Please be advised that failure to return the attached Distribution Certification Form accompanied by a detailed summary of any third-party recoveries received will result in a delay and the potential forfeiture of your right to receive any distribution from the LES Trust.**

Sincerely,

LES Trustee

By: _____

Name: _____

DISTRIBUTION CERTIFICATION FORM

1. Have you received any recoveries from third parties on account of your Allowed Claim¹ against LES? If yes, please proceed to question #1a. If no, please proceed to question #2.

Yes No

- a. Please specify the following information regarding the recoveries you have received from third parties on account of your Allowed Claim against LES.

Amount \$ _____

Payment Date _____

Source _____

2. Have you entered into a final settlement or has a final court order been entered in connection with your Allowed Claim against LES whereby a distribution from a third party has been promised or awarded but you have not yet received such distribution? If yes, please proceed to question #2a. If no, skip the remainder of this form and complete the certification below.

Yes No

- a. Please specify the following information regarding any recoveries you anticipate receiving from third parties on account of your Allowed Claim against LES.

Amount \$ _____

Payment Date _____

Source _____

¹ An Allowed Claim against LES means a claim that is allowed pursuant to the terms of the Debtors' chapter 11 plan or other order of the Bankruptcy Court, or that is not otherwise subject to dispute.

The undersigned hereby certifies that the above information is true and correct to the best of their knowledge.

LES Trust Beneficiary

By: _____

Name: _____

Title: _____

Annex E

LES Damages Claim Form

[LES TRUSTEE]
[Tel] / [Fax]
[Email]

[_____], 2010

VIA REGULAR MAIL

Exchange Customers of LandAmerica 1031 Exchange Services, Inc. Asserting Damage Claims

Re: Case No. 08-35994; *In re LandAmerica Financial Group, Inc., et al.*, United States Bankruptcy Court, Eastern District of Virginia

Dear Exchange Customers:

I am writing to you as the LES Trustee, the person responsible for implementing the LES plan of reorganization and monetizing and distributing the proceeds of the LES Trust. You are receiving this letter because, according to the Debtors' books and records, you timely filed a proof of claim asserting a claim for damages arising out of your exchange agreement with LES.

To preserve your right to receive a distribution with respect to your alleged claim for damages, you must fully complete the attached Damages Claim Form, assigning a dollar value to your alleged claim for damages, and submit it to the following addresses so it is received by each of the listed parties on or before _____, 2010.

LandAmerica Financial Group, Inc.
Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5285
New York, NY 10150-5285

Robert B. Van Arsdale
Office of the U.S. Trustee
701 East Broad Street, Suite 4304
Richmond, VA 23219

[LES Trustee]

[LFG Trustee]

[LES Trust Committee]

[LFG Trust Committee]

If you complete and timely submit the attached Damages Claim Form to the Bankruptcy Court, it will be deemed to supplement your previously filed proof of claim.

In completing the attached Damages Claim Form, you **must** state with specificity the basis of your alleged damages claim and how such claim was incurred. You must also attach redacted copies of documents evidencing your claim for damages and a detailed summary of your alleged claim. **Please be advised that failure to follow the instructions regarding the Damages Claim Form or failure to timely provide a detailed summary of your asserted damages claim and the calculation of same will result in disallowance of your alleged damages claim in full.**

Sincerely,

LES Trustee

By: _____

Name: _____

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA LandAmerica Financial Group, Inc. Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5285 New York, NY 10150-5285		<h2 style="margin: 0;">DAMAGES CLAIM FORM</h2>	
In re: LandAmerica Financial Group, Inc., <i>et al.</i> Debtors.		Chapter 11 Case No. 08-35994	
Name of Debtor Against Which Claim is Held LandAmerica 1031 Exchange Services, Inc.		Case No. of Debtor 08-35995	
Name and address of Exchange Customer (and name and address where notices should be sent if different) Telephone number:		<input type="checkbox"/> Check this box to indicate that this claim supplements a previously filed claim Claim Number of Previously Filed Claim: _____ (if known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a Damages Claim Form relating to your claim. Attach copy of statement giving particulars.	
<p>1. Amount of LES Damages Claim as of Date Case Filed: \$ _____ The asserted LES Damages Claim <u>must</u> be assigned a dollar value.</p> <p style="text-align: center;">UNLIQUIDATED CLAIMS SUBMITTED PURSUANT TO THIS DAMAGES CLAIM FORM WILL BE DISALLOWED IN THEIR ENTIRETY.</p> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges.			
<p>2. Basis for LES Damages Claim: _____ (See instruction #2 on reverse side.)</p> LES Damages Claims asserted pursuant to this Damages Claim Form must be stated with specificity and supported by appropriate documentation. (See item #4 below and instruction #4 on reverse side.)			
<p>3. Last four digits of any number by which Exchange Customer identifies LES: _____</p> <p>3a. LES may have scheduled account as: _____ (See instruction #3a on reverse side.)</p>			
<p>4. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> If the documents are not available, please explain:			
Date: ____ / ____ / ____		<p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> _____	

EXHIBIT H

SD LIQUIDATION TRUST AGREEMENT

SD in its capacity as debtor and debtor in possession and on behalf of itself and its respective chapter 11 estate (“SD”), as settlor, and BRUCE H. MATSON, as trustee of the SD Liquidation Trust (the “SD Trustee”), by this SD LIQUIDATION TRUST AGREEMENT, dated as of [_____] , 2009 (the “SD Trust Agreement”), hereby establish the SD Liquidation Trust (the “SD Trust”), pursuant to the provisions set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. dated October 12, 2009 (the “Plan”), as amended and as confirmed.

Background

- A. On November 26, 2008, LandAmerica Financial Group, Inc. (“LFG”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.
- B. On _____, SD filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.
- C. On or about September 9, 2009, LFG and SD filed their Plan and Disclosure Statement.
- D. The Disclosure Statement was approved on October 13, 2009.
- E. On or about [_____] , the Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Plan.
- F. The Plan provides that, on the Effective Date, a Subsidiary Debtor shall grant, assign, transfer, convey and deliver all of its rights, title and interest in all assets of SD minus the Plan Distributions made or to be made on account of Allowed (a) Administrative Expense Claims, (b) Fee Claims, (c) U.S. Trustee claims, (d) Priority Tax Claims, (e) Priority Non-Tax Claims, and (f) Secured Claims against such Subsidiary Debtor (collectively, the “SD Trust Assets”) to, and for the benefit of, the holders of Allowed Class SD3 and SD 4 Claims and each of their respective successors, assigns and heirs (collectively, the “SD Trust Beneficiaries”) solely for distribution in accordance with this SD Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order.
- G. The SD Trust is being created pursuant to this SD Trust Agreement for the purposes of liquidating the SD Trust Assets and distributing the SD Trust Proceeds to the SD Trust Beneficiaries, in accordance with this SD Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order.
- H. The SD Trustee shall have all powers necessary to implement the provisions of this SD Trust Agreement and administer the SD Trust, including, without limitation, the power to: (i) prosecute for the benefit of the SD Trust Beneficiaries through counsel and other professionals selected by the SD Trustee any causes of action that may from time to time be held by the SD Trust; (ii) preserve, maintain and liquidate the SD Trust Assets; (iii) distribute the SD Trust Proceeds to the SD Trust Beneficiaries; and (iv) otherwise perform the functions and take

the actions provided for in this SD Trust Agreement or permitted in the Plan and/or the Confirmation Order or in any other agreement executed pursuant to the Plan, in each case subject to the provisions of Section 6.3 of this SD Trust Agreement regarding the rights of the SD Trust Committee.

Agreement

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, SD and the SD Trustee agree as follows:

ARTICLE I **DECLARATION OF TRUST**

1.1 Creation of Trust. SD and the SD Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, hereby constitute and create the SD Trust, which shall bear the name “SD Liquidation Trust.” In connection with the exercise of the SD Trustee’s power hereunder, the SD Trustee may use this name or such variation thereof as the SD Trustee sees fit.

1.2 Purpose of SD Trust. The purpose of this SD Trust Agreement is to implement Article VIII of the Plan on behalf, and for the benefit, of the SD Trust Beneficiaries, and to serve as a mechanism for liquidating and converting to cash the SD Trust Assets and distributing the SD Trust Proceeds to the SD Trust Beneficiaries in accordance with this SD Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order.

1.3 Transfer of SD Trust Assets.

(a) In full satisfaction (in addition to the other distributions provided for under the Plan) of all Allowed Class SD 3 and SD 4 Claims, SD hereby transfers on the Effective Date, for the sole benefit of the SD Trust Beneficiaries, pursuant to Bankruptcy Code sections 1123(a)(5)(B) and 1123(b)(3)(B) and in accordance with the Plan and the Confirmation Order, the SD Trust Assets to the SD Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Bankruptcy Code section 1141(c). Nothing in this SD Trust Agreement is intended to, or shall be construed to, effect a release, extinguishment or compromise of any claim or cause of action transferred to the SD Trust pursuant to this SD Trust Agreement. The SD Trust Assets, the SD Trust Proceeds, and all other property held from time to time by the SD Trust under this SD Trust Agreement and any earnings, including, without limitation, interest, on any of the foregoing (collectively, the “SD Trust Property”), are to be applied by the SD Trustee in accordance with the terms hereof, the Plan, the Inter-Trust Agreement, and the Confirmation Order for the benefit of the SD Trust Beneficiaries, and for no other party, subject to the further covenants, conditions and terms hereinafter set forth. The SD Trust Assets shall be allocated as provided in the Plan or Confirmation Order.

(b) To the extent any Assets of SD cannot be transferred to the SD Trust, because of a restriction on transferability under applicable nonbankruptcy law that is not superseded by Bankruptcy Code section 1123 or any other provision of the Bankruptcy Code, such Assets shall be retained by Post-Effective Date SD. The proceeds of any such Asset

retained by Post-Effective Date SD shall be allocated to the SD Trust pursuant to the Plan had such transfer not been restricted under applicable nonbankruptcy law. The SD Trustee may commence an action in the Bankruptcy Court to resolve any dispute regarding the allocation of the proceeds of any Assets retained by Post Effective-Date SD pursuant to the Plan and Confirmation Order. To the extent necessary or appropriate, the SD Trustee may be designated as a representative of one or more of the Estates pursuant to Bankruptcy Code section 1123(b)(3)(B) to enforce or pursue any Assets that remain property of Post-Effective Date SD. The LFG Trustee shall have the authority to designate an individual to serve as the representative of the Post-Effective Date Entity, which may be the SD Trustee.

(c) For all federal, state and local income tax purposes, each holder of an Allowed Claim in Class SD 3 and in Class SD 4 shall be treated as transferring such Allowed Claim to SD in exchange for the holder's share of the SD Trust Assets (subject to the liabilities of SD assumed by the SD Trust), in addition to other distributions to which the holder may be entitled under the Plan, and then as transferring the holder's share of the SD Trust Assets (subject to the liabilities) to the SD Trust in exchange for the holder's share of SD Trust Proceeds in accordance with the terms of the Plan (collectively the "SD Beneficial Interests").

(d) SD, the SD Trustee and the SD Trust Beneficiaries shall each value the SD Trust Assets and assumed liabilities consistently for federal and other income tax purposes. After the Effective Date, the SD Trustee, in reliance upon such professionals as the SD Trustee may retain, shall make a good faith valuation of the SD Trust Assets no later than 90 days following the Effective Date. Such valuation shall be made available from time to time, to the extent necessary or appropriate as reasonably determined by the SD Trustee in reliance on its professionals or as directed by the SD Trust Committee (which may include posting such valuation on a website established by the SD Trust), and used consistently by all parties (including, without limitation, SD, the Debtors, the SD Trustee and the SD Trust Beneficiaries) for federal and other income tax purposes.

1.4 Liquidation of SD Trust Assets. The SD Trustee shall, in an expeditious but orderly manner and subject to the other provisions of the Plan and this SD Trust Agreement, liquidate and convert to cash the SD Trust Assets, make timely distributions in accordance with the terms hereof and not unduly prolong the existence of the SD Trust. The SD Trustee shall exercise reasonable business judgment and liquidate the SD Trust Assets to maximize net recoveries; provided, however, that the SD Trustee shall be entitled to take into consideration the risks, timing, and costs of potential actions in making determinations as to the maximization of recoveries. Such liquidations may be accomplished through (a) the prosecution, compromise, settlement, abandonment and/or dismissal of any or all claims, rights or causes of action or otherwise or through the sale, abandonment and/or other disposition of the SD Trust Assets (in whole or in combination, and including the sale of any claims, rights or causes of action). Pursuant to such agreed upon budget(s) in accordance with Section 4.4 of this SD Trust Agreement, the SD Trustee may incur any reasonable and necessary expenses in connection with the liquidation and conversion of the SD Trust Assets into cash or in connection with the administration of the LFG Trust.

1.5 Appointment and Acceptance of SD Trustee. The SD Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The SD Trustee accepts the

SD Trust created by this SD Trust Agreement and the grant, assignment, transfer, conveyance and delivery to the SD Trustee, on behalf, and for the benefit, of the SD Trust Beneficiaries, by SD of all of its respective right, title and interest in the SD Trust Assets, upon and subject to the terms and conditions set forth herein, in the Plan and in the Confirmation Order.

1.6 No Reversion to Debtors. In no event, except as otherwise provided in the Plan and/or this Trust Agreement, shall any part of the SD Trust Property revert to or be distributed to SD or any of the Debtors. To the extent that any property or Assets remain in the SD Trust after satisfaction in full of all Allowed Class SD 3 and SD 4 Claims and all of the costs and expenses of the administration of the SD Trust, the SD Trustee may request an order from the Bankruptcy Court authorizing that such residue be contributed to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code, or authorizing such other disposition as recommended by the SD Trustee and approved by the Bankruptcy Court.

1.7 Incidents of Ownership. The SD Trust Beneficiaries shall be the sole beneficiaries of the SD Trust, the SD Trust Assets and the SD Trust Property, and the SD Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein, in the Plan and in the Confirmation Order, including, but not limited to, those powers set forth in Section 6.1 hereof.

ARTICLE II

SD TRUST BENEFICIARIES

2.1 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a SD Beneficial Interest, the SD Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the SD Trustee may elect to make no payment or distribution with respect to the SD Beneficial Interest represented by the claims or demands involved, or any part thereof, and the SD Trustee shall refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the SD Trustee shall not be or become liable to any party for its refusal to comply with any of such conflicting claims or demands. The SD Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court (or such other court of proper jurisdiction) or (ii) all differences have been resolved by a written agreement among all of such parties and the SD Trustee, which agreement shall include a complete release of the SD Trust and the SD Trustee (the occurrence of either (i) or (ii) being referred to as a "Dispute Resolution" in this Section 2.1). Until a Dispute Resolution is reached with respect to such conflicting claims or demands, the SD Trustee shall hold in a segregated interest-bearing account with a United States financial institution any payments or distributions from the SD Trust to be made with respect to the SD Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the SD Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

2.2 Rights of SD Trust Beneficiaries. Each SD Trust Beneficiary shall be entitled to participate in the rights and benefits due to a SD Trust Beneficiary hereunder according to the

terms of its SD Beneficial Interest. Each SD Trust Beneficiary shall take and hold the same, subject to all the terms and conditions of this SD Trust Agreement, the Inter-Trust Agreement the Plan and the Confirmation Order. The interest of a SD Trust Beneficiary is hereby declared and shall be in all respects personal property. Except as expressly provided hereunder, a SD Trust Beneficiary shall have no title to, right to, possession of, management of or control of the SD Trust or the SD Trust Property.

2.3 Interest SD Beneficial Only. The ownership of a SD Beneficial Interest in the SD Trust shall not entitle any SD Trust Beneficiary to any title in or to the SD Trust Property or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

2.4 Evidence of SD Beneficial Interest. Ownership a SD Beneficial Interest in the SD Trust will be evidenced by the books and records of the SD Trust maintained by the SD Trustee. The SD Trustee shall, upon written request of a SD Trust Beneficiary, provide reasonably adequate documentary evidence of such SD Trust Beneficiary's SD Beneficial Interest, as indicated in the books and records of the SD Trust. The expense of providing such documentation shall be borne by the requesting SD Trust Beneficiary.

2.5 Transfers of SD Beneficial Interests. SD Beneficial Interests shall be reflected on the books and records of the SD Trust, however, no physical certificates shall be issued representing the SD Beneficial Interests, which interests may only be transferred, sold or assigned by operation of law as provided for in accordance with the Plan.

2.6 Limited Liability. No provision of this SD Trust Agreement, the Plan or the Confirmation Order, and no mere enumeration herein of the rights or privileges of any SD Trust Beneficiary, shall give rise to any liability of such SD Trust Beneficiary solely in its capacity as such, whether such liability is asserted by SD or any other Debtor, by creditors or employees of SD or any other Debtor, or by any other Person. SD Trust Beneficiaries are deemed to receive the SD Trust Property in accordance with the provisions of this SD Trust Agreement, the Plan and the Confirmation Order in exchange for their Allowed Class SD 3 and SD 4 Claims, as applicable, without further obligation or liability of any kind, but subject to the provisions of this SD Trust Agreement.

ARTICLE III

DURATION AND TERMINATION OF SD TRUST

3.1 Duration. The SD Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The SD Trust shall terminate (the "Termination Date") upon the occurrence of the earlier of (i) the full liquidation, administration and distribution of the SD Trust Property in accordance with the Plan, the Confirmation Order the Inter-Trust Agreement and this SD Trust Agreement and the full performance of all other duties and functions of the SD Trustee set forth in the Plan, the Confirmation Order, the Inter-Trust Agreement, and this SD Trust Agreement and (ii) the fifth anniversary of the Effective Date, subject to one or more finite extensions, which must be approved by the Bankruptcy Court pursuant to the terms set forth in the Plan within thirty days prior to the then-current termination date and provided that the SD Trustee receives an opinion of

counsel or a favorable ruling from the Internal Revenue Service to the effect that any such extension would not adversely affect the status of the SD Trust as a grantor trust for federal income tax purposes. Notwithstanding anything to the contrary in this SD Trust Agreement, in no event shall the SD Trustee unduly prolong the duration of the SD Trust, and the SD Trustee shall, in the exercise of its reasonable business judgment and in the interests of the SD Trust Beneficiaries, at all times endeavor to (i) liquidate the SD Trust Property to maximize net recoveries and (ii) otherwise terminate the SD Trust as soon as practicable in accordance with this SD Trust Agreement.

3.2 Continuance of SD Trust for Winding Up. After the termination of the SD Trust and solely for the purpose of liquidating and winding up the affairs of the SD Trust, the SD Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all the SD Trust Property, the SD Trustee shall retain the books, records and files that shall have been delivered to or created by the SD Trustee, provided, however the SD Trustee may seek authority from the Bankruptcy Court to modify the extent to which such records must be retained. At the SD Trustee's discretion, all of such records and documents may be destroyed at any time following the date that is six years after the final distribution of SD Trust Property (unless such records and documents are necessary to fulfill the SD Trustee's obligations pursuant to Sections 4.7(a), 5.1 and 6.1 hereof), subject to the terms of the Inter-Trust Agreement, any joint prosecution and common interests agreement(s) to which the SD Trustee may be party. Except as otherwise specifically provided herein, upon the final distribution of SD Trust Property, the SD Trustee shall be deemed discharged and have no further duties or obligations hereunder, except to account to the SD Trust Beneficiaries as provided in Section 4.4 hereof and as may be imposed on the SD Trustee by virtue of Section 6.1 hereof, and the SD Trust will be deemed to have been dissolved.

ARTICLE IV **ADMINISTRATION OF SD TRUST**

4.1 Payment of Claims, Expenses and Liabilities. Subject to the budget agreed upon by the SD Trust Committee in accordance with Section 4.4 of this SD Trust Agreement, the SD Trustee shall use cash funds of the SD Trust: (i) to pay reasonable administrative expenses of the SD Trust that are incurred (including, but not limited to, any taxes imposed on the SD Trust or professional fees and expenses in connection with the administration and liquidation of the SD Trust Property and preservation of books and records as provided in Section 3.2 hereof); (ii) to satisfy other obligations or other liabilities incurred or assumed by the SD Trust (or to which the SD Trust Property is otherwise subject) in accordance with the Plan, the Confirmation Order, the Inter-Trust Agreement, or this SD Trust Agreement, including fees and costs incurred in connection with the protection, preservation, liquidation and distribution of the SD Trust Assets and SD Trust Property and the costs of investigating, prosecuting and resolving the Trust Causes of Action; and (iii) to satisfy any other obligations of the SD Trust expressly set forth in the Plan.

4.2 Distributions. From the Effective Date through the Termination Date the SD Trust will distribute at least annually to the SD Trust Beneficiaries, consistent with the terms of the Plan and the budget(s) approved by the SD Trust Committee (including all reserves), its net income and all net proceeds from the sale or other disposition of assets held by such SD Trust, other than an amount of net income or proceeds (a) required by the SD Trust Agreement, any

law, regulation, rule, ruling, directive, treaty or other governmental requirement, (b) reasonably necessary to maintain the value of the assets held by it, or (c) reasonably necessary to meet claims and contingent liabilities of such SD Trust, provided, however, that the SD Trust Committee may authorize the SD Trust to retain SD Trust Proceeds to fund additional litigation with respect to SD Trust Causes of Action. Distributions of SD Trust Proceeds shall be made to the SD Trust Beneficiaries as reflected in the SD Trustee's register thereof.

(a) SD Trust Property Available for Distribution. Notwithstanding anything in this SD Trust Agreement to the contrary, the SD Trustee shall cause the SD Trust at all times to retain sufficient funds (the "Expense Reserve") as the SD Trustee shall determine, in consultation with the SD Trust Committee and subject to the budget(s) agreed upon by the SD Trust Committee in accordance with Section 4.4 of this SD Trust Agreement, as are reasonably necessary for the SD Trust to: (i) meet contingent liabilities and maintain the value of the SD Trust Assets during liquidation; (ii) make the payments and satisfy the obligations and liabilities described in Section 4.1; and (iii) fund any other amounts as required under the Plan and as identified in the SD Trust budget, as well as the fees and expenses in administering the SD Trust, including professionals retained by the SD Trustee (the "Trust Professionals").

Neither the Debtors, nor any SD Trust Beneficiary will have any responsibility with respect to SD Trust Cause of Action litigation costs, SD Trustee's fees or other expenses of administration of the SD Trust (collectively, "Trust Expenses"). Except as provided in Section 1.8 all Trust Expenses shall be paid by the SD Trust.

(b) Priority of Distribution of SD Trust Proceeds. Any SD Trust Property available for distribution shall be applied, (i) first, to the fees, costs, expenses and liabilities of the SD Trust and the SD Trustee (including the fees and expenses of the Trust Professionals and the SD Trust Committee Expenses, as defined in Section 6.2) as provided in Section 4.1; and (ii) second, to distributions to SD Trust Beneficiaries in accordance with the terms of this SD Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order.

(c) Distribution of SD Trust Proceeds Upon Termination. Except as provided in Section 1.6 hereof, promptly following the termination of the SD Trust, the SD Trustee shall distribute any amounts not yet distributed from the SD Trust to the SD Trust Beneficiaries in accordance with the terms of this SD Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order.

(d) De Minimis Distributions. No distribution shall be required to be made hereunder to any holder of a SD Beneficial Interest unless such holder is entitled to receive, in any distribution from the SD Trust, at least \$25.00. Any holder of a SD Beneficial Interest on account of which the amount of cash to be distributed pursuant to any distribution from the SD Trust is less than \$25.00 shall be deemed to have no claim for such distribution against the Debtors, the SD Trust or the SD Trust Property. Subject to Section 4.3 hereof, any cash not distributed pursuant to this Section 4.2(e) shall be the property of the SD Trust free of any restrictions thereon.

(e) Location for Distributions; Notice of Change of Address. Distributions shall be made by the SD Trustee to SD Trust Beneficiaries at the address set forth on each SD

Trust Beneficiary's Proof of Claim or if no Proof of Claim was filed in the Debtors' Schedules. Each SD Trust Beneficiary shall be responsible for providing the SD Trustee with timely written notice of any change in address. The SD Trustee is not obligated to make any effort to determine the correct address of any SD Trust Beneficiary.

4.3 Undeliverable Property.

(a) If any distribution of SD Trust Proceeds or other SD Trust Property to a SD Trust Beneficiary is returned to the SD Trustee as undeliverable, no further distribution to such SD Trust Beneficiary shall be made unless and until the SD Trustee is notified in writing of such SD Trust Beneficiary's then-current address. For purposes of this SD Trust Agreement, undeliverable distributions shall include checks sent to a SD Trust Beneficiary, respecting distributions to such SD Trust Beneficiary, which checks have not been cashed within six months following the date of issuance of such checks. Undeliverable distributions shall remain in the possession of the SD Trustee until the next distribution date that the relevant distribution becomes deliverable (in which event it shall be distributed to such SD Trust Beneficiary), subject to Section 4.3(b) hereof.

(b) Any SD Trust Beneficiary that does not assert a claim for an undeliverable distribution of SD Trust Proceeds or other SD Trust Property held by the SD Trust prior to the date that is the earlier of two years after the date of the distribution or six (6) months after all of the SD Trust Property has been distributed (other than undeliverable distributions), shall no longer have any claim to or interest in such undeliverable distribution. For the avoidance of doubt, the SD Trustee shall have no obligation to establish any reserve in respect of any undeliverable distribution at the time of the final distribution of SD Trust Property if such final distribution occurs more than two years after the initial distribution. In such cases, title to and all SD Beneficial Interests in any such undeliverable distributions shall revert to or remain in the SD Trust and shall be redistributed to the remaining holders of SD Beneficial Interests in accordance with Section 4.2 of this SD Trust Agreement.

4.4 Reports.

(a) The SD Trustee shall deliver reports to members of the SD Trust Committee annually, which reports shall specify in reasonable detail: (i) the status of the SD Trust Causes of Action and other SD Trust Assets assigned to the SD Trust, including any settlements entered into by the SD Trust; (ii) the fees and expenses of the SD Trust, the SD Trustee, the Trust Professionals, and the members of the SD Trust Committee incurred and/or earned during the most recent year; (iii) the aggregate fees and expenses of the SD Trust, the SD Trustee and the Trust Professionals incurred and/or earned since the date of this SD Trust Agreement; (iv) the amount of SD Trust Proceeds received by the SD Trust during the most recent year; (v) the aggregate amount of SD Trust Proceeds received by the SD Trust since the date of this SD Trust Agreement; (vi) the calculation of the SD Trust Property available for distribution for the next distribution date; (vii) the aggregate amount of distributions from the SD Trust to SD Trust Beneficiaries since the date of this SD Trust Agreement; and (viii) such other information as the SD Trust Committee may reasonably request from time to time. The SD Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions (i) as may be necessary to cause the SD Trust and the SD Trustee to be in

compliance with applicable law or (ii) as may be otherwise reasonably requested from time to time by the SD Trust Committee.

(b) The SD Trustee shall prepare and submit to the applicable SD Trust Committee for approval an annual plan and budget at least 30 days prior to the commencement of each fiscal year of the SD Trust; provided, however, that the first such report shall be submitted no later than 30 days after the Effective Date. Such annual plan and budget shall set forth in reasonable detail: (i) the SD Trustee's anticipated actions to administer and liquidate the SD Trust Assets; and (ii) the anticipated expenses, including professional fees, associated with conducting the affairs of the SD Trust. Such annual plan and budget shall be updated and submitted to the applicable SD Trust Committee for review and approval on a quarterly basis, and each such quarterly update shall reflect the differences between the anticipated actions described in the annual report and actual operations of the SD Trust to date. All actions by the SD Trustee must be consistent with the plan and budget, as updated and approved by the applicable SD Trust Committee.

(c) The SD Trustee shall provide the SD Trust Committee with such other information as may be reasonably requested by such committee from time to time or on a regular basis by the SD Trust Committee.

(d) The SD Trustee shall deliver, or make available by posting on a website or otherwise, to all SD Trust Beneficiaries reports no less often than quarterly, containing the types of information set forth in Section 4.4(a) above, in such form and in such detail as it deems appropriate in consultation with the SD Trust Committee.

4.5 Exchange Act. If the SD Trust becomes subject to the registration requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the SD Trustee shall cause the SD Trust to register pursuant to, and comply with, the applicable reporting requirements of the Exchange Act.

4.6 Fiscal Year. Except for the first and last years of the SD Trust, the fiscal year of the SD Trust shall be the calendar year. For the first and last years of the SD Trust, the fiscal year of the SD Trust shall be such portion of the calendar year that the SD Trust is in existence.

4.7 Books and Records. (a) Subject to the provisions of Section 3.2 hereof, the SD Trustee shall retain and preserve SD's books, records and files that shall have been delivered to or created by the SD Trustee, including all such books, records and files as may be needed to investigate, prosecute and resolve the causes of action held by the SD Trust. The SD Trustee shall cause the SD Trust to perform its obligations under any non-prosecution and/or joint prosecution and common interest agreements to which the SD Trust has succeeded or the SD Trustee is party, and shall retain or destroy copies of any information that was provided or received pursuant to the terms of any such agreements.

(b) Subject to the provisions of Section 3.2 hereof, the SD Trustee shall maintain, in respect of the SD Trust and the holders of SD Beneficial Interests, books and records relating to the assets and the income of the SD Trust and the payment of expenses of the SD Trust and the SD Trustee, in such detail and for such period of time as may be necessary to enable it to make

full and proper reports in respect thereof in accordance with the provisions of this SD Trust Agreement and applicable provisions of law, including tax law. The SD Trustee shall provide any member of any SD Trust Committee with access to such books and records during normal business hours as may be reasonably requested with advance notice.

4.8 Cash Payments. All distributions required to be made by the SD Trustee to the holders of SD Beneficial Interests shall be made in cash denominated in U.S. dollars by checks drawn on a domestic bank selected by the SD Trustee or, at the option of the SD Trustee, by wire transfer from a domestic bank selected by the SD Trustee; provided, however, that cash payments to foreign holders of SD Beneficial Interests may be made, at the option of the SD Trustee, in such funds as and by such means as are necessary or customary in a particular foreign jurisdiction. All cash of the SD Trust shall be maintained in a United States financial institution.

4.9 Insurance. The SD Trust shall maintain customary insurance coverage for the protection of the SD Trustee, the members of the SD Trust Committee and any such other persons serving as administrators and overseers of the SD Trust on and after the Effective Date as the SD Trustee determines to be appropriate in consultation with the SD Trust Committee.

4.10 Disputes. To the extent a dispute arises between the SD Trustee and the SD Trust Committee concerning the performance of any of the powers, duties, and/or obligations herein, either the SD Trustee or the SD Trust Committee may file a motion and/or other pleadings with the Bankruptcy Court and obtain advice and guidance or such other relief as may be appropriate concerning a resolution of the matter(s) in dispute between the parties. In such event, the SD Trust Committee shall have the right to engage legal counsel to advise it with respect to the matter(s) in dispute and the reasonable fees and expenses of such legal counsel shall be reimbursed by the SD Trustee from Cash in the SD Trust.

ARTICLE V **TAX MATTERS**

5.1 Tax Treatment. SD, the other Debtors, the SD Trustee and the holders of SD Beneficial Interests will treat the SD Trust as a “liquidating trust” within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. Consistent with this treatment, for all federal, state and local income tax purposes, each holder of an Allowed Class SD 3 and SD 4 Claim shall be treated as transferring such Allowed Claim or Interest to SD in exchange for the holder’s share of the SD Trust Assets (subject to the liabilities of SD assumed by the SD Trust), in addition to other distributions to which the holder may be entitled to under the Plan, and then as transferring the holder’s share of the SD Trust Assets (subject to the liabilities) to the SD Trust in exchange for the holder’s SD Beneficial Interest in the SD Trust. The holders of SD Beneficial Interests in the SD Trust will be treated solely for tax purposes as the grantors and deemed owners of the SD Trust; and SD, the SD Trustee and the SD Trust Beneficiaries will use consistent valuations for the transferred assets for tax purposes. The SD Trustee shall be authorized to take any action necessary to maintain compliance with this regulation or its successor that does not contradict the terms of this SD Trust Agreement, the Inter-Trust Agreement the Plan or the Confirmation Order.

5.2 Tax Reporting.

(a) The “taxable year” of the SD Trust shall be the “calendar year” as those terms are defined in Section 441 of the Internal Revenue Code. The SD Trustee shall file returns for the SD Trust as a grantor trust pursuant to Treasury Regulation § 1.671-4(a). The SD Trustee shall annually (within seventy-five (75) days after the end of each calendar year) send to each record holder of a SD Beneficial Interest a separate statement setting forth the holder’s share or items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns. Such reporting shall also occur within sixty (60) days of the dissolution of the SD Trust. The SD Trust’s taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plan relating to Disputed Claims) to the SD Trust Beneficiaries in accordance with their relative SD Beneficial Interests in the SD Trust

(b) The SD Trustee is authorized to file such state and local tax returns that may be required for SD.

5.3 Tax Withholdings. The SD Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the SD Trust Beneficiaries. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such SD Trust Beneficiaries for all purposes of this SD Trust Agreement. The SD Trustee shall be authorized to collect such tax information from the SD Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan, the Confirmation Order, the Inter-Trust Agreement, and this SD Trust Agreement. The SD Trustee may refuse to make a distribution to any SD Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that upon the SD Trust Beneficiary’s delivery of such information, the SD Trustee shall make such distribution to which the SD Trust Beneficiary is entitled, without interest.

ARTICLE VI
POWERS OF AND LIMITATIONS ON THE SD TRUSTEE

6.1 Powers of the SD Trustee.

(a) Pursuant to the terms of the Plan and the Confirmation Order, the SD Trustee shall have various powers, duties and responsibilities concerning the prosecution of certain litigation claims (including some claims that benefit in part different trust), the disposition of assets, the resolution of claims, and numerous other obligations relating to the maximizing the proceeds of the SD Trust Assets and the administration of the SD Trust. In addition, the SD Trustee shall have similar obligations concerning any subsidiaries of SD. Notwithstanding the different entities implicated by the duties and responsibilities delegated to the SD Trustee in the Plan and/or Confirmation Order, the SD Trustee may exercise all such powers and pursue all such responsibilities because, inter alia, the intercompany claims that may

exist between any of these different entities have been allowed pursuant to the Confirmation Order and that net benefit of such obligations will inure to the SD Trust Beneficiaries.

(b) The SD Trustee shall have only such rights, powers and privileges expressly set forth in the Plan, the Inter-Trust Agreement, the Confirmation Order, and this SD Trust Agreement and as otherwise provided by applicable law. Subject to the other provisions herein, including, without limitation, the provisions relating to the SD Trust Committee in Section 6.3, the SD Trustee shall be expressly authorized to undertake the following actions, in the SD Trustee's good faith judgment, in the best interests of the SD Trust Beneficiaries and to maximize net recoveries therefor:

(i) subject to the limitations set forth in Sections 6.3 and 6.4 of the SD Trust Agreement, prosecute, settle or otherwise compromise or abandon for the benefit of the SD Trust all claims and causes of action transferred by the Debtors to the SD Trust or arising in favor of the SD Trust, including, without limitation, take any action with respect to appeals, counterclaims, and defenses of such claims and causes of action;

(ii) liquidate the SD Trust Assets;

(iii) execute any documents and take any other actions related to, or in connection with, the liquidation of the SD Trust Assets and the exercise of the SD Trustee's powers granted herein;

(iv) hold legal title to any and all rights of the SD Trust Beneficiaries in, to or arising from the SD Trust Property;

(v) protect and enforce the rights to the SD Trust Property vested in the SD Trustee by this SD Trust Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(vi) make distributions of the SD Trust Proceeds and other SD Trust Property to the appropriate SD Trust Beneficiaries in accordance with this SD Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order;

(vii) file, if necessary, any and all tax returns with respect to the SD Trust and pay taxes properly payable by the SD Trust, if any;

(viii) make all necessary filings in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act;

(ix) determine and satisfy from the SD Trust Property any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the SD Trust;

(x) subject to the limitations set forth in Section 6.6 of this SD Trust Agreement, retain and pay professionals, employees (including former employees of the Debtors), contractors or other agents, including any and all estate professionals, from the SD Trust Property to carry out its duties and obligations hereunder;

(xi) invest monies received by the SD Trust, the SD Trustee or otherwise held by the SD Trust or the SD Trustee in accordance with Section 6.7 hereof;

(xii) in the event that the SD Trustee determines that the SD Trust Beneficiaries or the SD Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences;

(xiii) create sub-trusts or title vehicles of which the SD Trust or the SD Trust Beneficiaries hold the beneficial or ownership interests, as applicable;

(xiv) purchase customary insurance coverage in accordance with Section 4.9 hereof;

(xv) perform such functions and take such actions as are provided for or permitted in this SD Trust Agreement, the Inter-Trust Agreement, the Plan, the Confirmation Order or any other agreement executed pursuant to the Plan;

(xvi) enter into, on behalf of the SD Trust, escrow or similar agreements with U.S. financial institutions, on compensation and other terms deemed acceptable to the SD Trustee, for purpose of effecting distributions otherwise in accordance with this SD Trust Agreement, the Plan and the Confirmation Order and investing SD Trust Property in accordance with Section 6.7 prior to the distribution thereof;

(xvii) serve as and/or appoint the directors and officers of any non-Debtor direct subsidiary of SD.

6.2 Establishment of the Oversight Committee.

(a) The SD Trust Committee shall include the committee to be appointed in accordance with, and to exercise the duties set forth in, this SD Trust Agreement, which duties shall be in the nature of and/or include advising with respect to the actions of the SD Trustee pertaining to the administration of the SD Trust, including the removal of the SD Trustee. The SD Trust Committee shall consist of the members of the LFG Trust Committee.

(b) Each SD Trust Committee member shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the SD Trust Committee and (ii) an alternate representative to attend meetings and participate in other activities of the SD Trust Committee when the representatives designated pursuant to clause (i) above are unavailable to participate in such meetings and activities.

(c) The purpose of the SD Trust Committee shall be to oversee and direct the liquidation and distribution of the SD Trust Property by the SD Trustee, in accordance with the terms of this SD Trust Agreement, the Inter-Trust Agreement, the Plan and Confirmation Order.

(d) A quorum for meetings of the SD Trust Committee shall consist of a majority of the non-recused, voting members of the SD Trust Committee then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a voting member of the SD Trust Committee shall be deemed present if a representative of the member is attending in person, by telephone or by proxy.

(e) Except as expressly provided herein, the affirmative vote of a majority of the non-recused, voting members of the SD Trust Committee shall be the act of the SD Trust Committee with respect to any matter that requires the determination, consent, approval or agreement of such committee. In all matters submitted to a vote of the SD Trust Committee, each SD Trust Committee member shall be entitled to cast one vote, which vote shall be cast personally by such SD Trust Committee member or by proxy. In a matter in which the SD Trustee cannot obtain direction or authority from the SD Trust Committee, the SD Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A SD Trust Committee member and its representative shall be recused from its respective SD Trust Committee's deliberations and votes on any matters as to which such member has a conflicting interest. If a SD Trust Committee member or its representative does not recuse itself from any such matter, that SD Trust Committee member and its representative may be recused from such matter by the majority vote of the remaining, voting members of the SD Trust Committee that are not recused from the matter.

(g) Each member of the SD Trust Committee may be reimbursed by the SD Trustee for its actual reasonable out-of-pocket expenses incurred for serving on the such committee; provided, however, that such reimbursements shall not be duplicative of expenses incurred concerning service of an oversight committee for any trust for an affiliate of SD and shall not include reimbursement for counsel to assist such member in connection with his or her service on the SD Trust Committee (collectively the "SD Trust Committee Expenses").

6.3 Approval of the SD Trust Committee. Notwithstanding anything in this SD Trust Agreement to the contrary, the SD Trustee shall submit to the SD Trust Committee for its review and prior approval the following matters (and any other matters that a SD Trust Committee may direct the SD Trustee to submit for its approval or that expressly require the approval of the SD Trust Committee pursuant to the terms of this SD Trust Agreement, the Inter-Trust Agreement, the Plan, and the Confirmation Order):

(a) Any transaction to sell, assign, transfer or abandon any SD Trust Property (other than claims, rights or causes of action) in which the amount of the transaction exceeds \$25,000 of the initial valuation thereof (or such amount as may be determined from time to time by the SD Trust Committee);

(b) Any decision or agreement to settle (and/or sell) and/or abandon any Claim or Cause of Action;

- (c) Any decision to make or refrain from making any distributions to the holders of the SD Beneficial Interests;
- (d) Any request to retain professionals;
- (e) Any resolution and/or settlement of the assets in the SD Trust which seek to resolve claims and/or causes of action with an initial asserted value of \$25,000 or more
- (f) Any actions that would give rise to or alleviate adverse tax consequences to the SD Trust or the SD Trust Beneficiaries; and
- (g) The reports and budgets described in Section 4.4(a), (b) and (c).

6.4 Approval of the Bankruptcy Court. Notwithstanding anything in the SD Trust Agreement to the contrary, the SD Trustee may file a motion with the Bankruptcy Court seeking approval of any resolution and/or settlement (including abandonment) of the assets in the SD Trust. In the circumstances where the LFG Trustee seeks approval by the Bankruptcy Court of a settlement of a Claim and/or Cause of Action, the applicable standard for such approval shall be that applied by Courts interpreting Bankruptcy Rule 9019.

6.5 Limitations on SD Trustee. No part of the SD Trust Property shall be used or disposed of by the SD Trustee in furtherance of any trade or business. The SD Trustee shall, on behalf of the SD Trust, hold the SD Trust out as a trust in the process of liquidation and not as an investment company. The SD Trustee shall not become a market-maker for the SD Beneficial Interests or otherwise attempt to create a secondary market for the SD Beneficial Interests. The SD Trustee shall be restricted to the liquidation of the SD Trust Assets on behalf, and for the benefit, of the SD Trust Beneficiaries and the distribution and application of SD Trust Property for the purposes set forth in this SD Trust Agreement, the Plan and the Confirmation Order, and the conservation and protection of the SD Trust Property and the administration thereof in accordance with the provisions of this SD Trust Agreement, the Plan and the Confirmation Order.

6.6 Agents and Professionals; Employees. The SD Trust may, but shall not be required to, from time to time enter into contracts with, consult with and retain independent contractors, including attorneys, accountants, appraisers, disbursing agents or other parties deemed by the SD Trustee to have qualifications necessary or desirable to assist in the proper administration of the SD Trust, including any estate professionals retained during the Bankruptcy Cases as may be appropriate in the circumstances. None of the professionals retained by the Debtors or the Creditors Committees shall be precluded from being engaged by the SD Trustee solely on account of their service as a professional for the Debtors or the Creditors Committees prior to the Effective Date. The SD Trustee shall pay the reasonable fees and expenses of such persons out of the SD Trust Property in the ordinary course of business without the need for approval of the Bankruptcy Court or the SD Trust Committee. In addition, the SD Trust may enter into an agreement with any of the employees of, or consultants to the Debtors that exist following the Effective Date to utilize the services of one or more employees of or consultants to the Debtors. In the event of any dispute concerning the entitlement to, or the reasonableness of

any compensation and/or expenses of any professionals for the SD Trust, either the SD Trustee or the affected party may ask the Bankruptcy Court to resolve the dispute.

6.7 Investment of SD Trust Monies. The SD Trustee shall, as approved by the SD Trust Committee, invest the SD Trust Proceeds received by the SD Trustee or otherwise held by the SD Trustee in highly-rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses and other obligations and make distributions under Article IV of this SD Trust Agreement, which investments shall consist of: (i) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States; (ii) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies; or (iii) other short-term investments approved by the SD Trust Committee.

ARTICLE VII **CONCERNING THE SD TRUSTEE**

7.1 Generally. The SD Trustee shall exercise such of the rights and powers vested in it by this SD Trust Agreement, the Inter-Trust Agreement, the Plan and the Confirmation Order, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this SD Trust Agreement, the Plan or the Confirmation Order shall be construed to relieve the SD Trustee from liability for its own gross negligence, fraud or reckless, intentional or willful misconduct, except that the SD Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the SD Trustee in accordance with this SD Trust Agreement.

7.2 Reliance by SD Trustee. Except as otherwise provided in this SD Trust Agreement, the Inter-Trust Agreement, the Plan or the Confirmation Order:

(a) the SD Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the SD Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) persons (including any professionals retained by the SD Trustee in accordance with this SD Trust Agreement) engaged in transactions with the SD Trustee shall look only to the SD Trust Property to satisfy any liability incurred by the SD Trustee to such person in carrying out the terms of this LFG Trust Agreement, the Plan or the Confirmation Order, and the SD Trustee shall have no personal or individual obligation to satisfy any such liability.

7.3 Liability to Third Persons. No SD Trust Beneficiary shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the SD Trust Property or the affairs of the SD Trustee. The SD Trustee, agents of the SD Trustee and the members of the SD Trust Committee shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the SD Trust Property or the affairs of the SD Trust, except for its own gross negligence, fraud or reckless, intentional or willful misconduct, and all such persons shall look solely to the SD Trust Property

for satisfaction of claims of any nature arising in connection with affairs of the SD Trust. Other than as set forth in the Plan or in the Confirmation Order, nothing in this Section 7.3 shall be deemed to release any SD Trust Beneficiary from any actions or omissions occurring prior to the Effective Date.

7.4 Nonliability of SD Trustee for Acts of Others. Nothing contained in this SD Trust Agreement, the Inter-Trust Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the SD Trustee of any of the liabilities, obligations or duties of the Debtors and shall not be deemed to be or contain a covenant or agreement by the SD Trustee to assume or accept any such liability, obligation or duty. Any successor SD Trustee may accept and rely upon any accounting made by or on behalf of any predecessor SD Trustee hereunder, and any statement or representation made as to the assets comprising the SD Trust Property or as to any other fact bearing upon the prior administration of the SD Trust, so long as it has a good faith basis to do so. The SD Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The SD Trustee or any successor SD Trustee shall not be liable for any act or omission of any predecessor SD Trustee, nor have a duty to enforce any claims against any predecessor SD Trustee on account of any such act or omission, unless directed to do so by the SD Trust Committee.

7.5 Indemnity. The SD Trustee, the members of the SD Trust Committee and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "Indemnified Parties") shall be indemnified by the SD Trust solely from the SD Trust Property for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the SD Trustee or the members of the SD Trust Committee solely in their capacity as such; provided, however, that the SD Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the SD Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the SD Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 7.5. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

7.6 Compensation and Expenses. The SD Trustee shall receive fair and reasonable compensation for its services in accordance with the compensation schedule attached hereto as Annex B. The SD Trustee shall be entitled, without the need for approval of the Bankruptcy Court, to reimburse itself and the Trust Professionals from the SD Trust Property on a monthly basis for all reasonable out-of-pocket expenses actually incurred in the performance of duties in

accordance with this SD Trust Agreement, and, when due, professional fees in accordance with the terms of such professionals' retention.

ARTICLE VIII

SUCCESSOR SD TRUSTEES

8.1 Resignation. The SD Trustee may resign from the SD Trust by giving at least sixty (60) days prior written notice thereof to each member of the SD Trust Committee. Such resignation shall become effective on the later to occur of (i) the date specified in such written notice and (ii) the effective date of the appointment of a successor SD Trustee in accordance with Section 8.4 hereof and such successor's acceptance of such appointment in accordance with Section 8.5 hereof.

8.2 Removal. The SD Trustee may be removed, with or without cause, by a majority of the members of the SD Trust Committee. Such removal shall become effective on the date specified in such action by the SD Trust Committee.

8.3 Effect of Resignation or Removal. The resignation, removal, incompetency, bankruptcy or insolvency of the SD Trustee shall not operate to terminate the SD Trust or to revoke any existing agency created pursuant to the terms of this SD Trust Agreement, the Inter-Trust Agreement, the Plan or the Confirmation Order or invalidate any action theretofore taken by the SD Trustee. All fees and expenses incurred by the SD Trustee prior to the resignation, incompetency or removal of the SD Trustee shall be paid from the SD Trust Property, unless such fees and expenses are disputed by (i) the SD Trust Committees or (ii) the successor SD Trustee, in which case the Bankruptcy Court shall resolve the dispute and any disputed fees and expenses of the predecessor SD Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the SD Trust Property. In the event of the resignation or removal of the SD Trustee, such SD Trustee shall: (a) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor SD Trustee or directed by the Bankruptcy Court to effect the termination of such SD Trustee's capacity under this SD Trust Agreement; (b) promptly deliver to the successor SD Trustee all documents, instruments, records and other writings related to the SD Trust as may be in the possession of such SD Trustee; provided, however, that such SD Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the SD Trustee is party; and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor SD Trustee.

8.4 Appointment of Successor. In the event of the resignation, removal, incompetency, bankruptcy or insolvency of the SD Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by a majority of the SD Trust Committee. In the event that a successor SD Trustee is not appointed within thirty (30) days after the date of such vacancy, the Bankruptcy Court, upon its own motion or the motion of a SD Trust Beneficiary or member of any of the SD Trust Committee, shall appoint a successor SD Trustee.

8.5 Acceptance of Appointment by Successor SD Trustee. Any successor SD Trustee appointed hereunder shall execute an instrument accepting its appointment and shall deliver one counterpart thereof to the Bankruptcy Court for filing and, in case of the SD Trustee's

resignation, to the resigning SD Trustee. Thereupon, such successor SD Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the SD Trust with like effect as if originally named SD Trustee and shall be deemed appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The resigning or removed SD Trustee shall duly assign, transfer and deliver to such successor SD Trustee all property and money held by such resigning or removed SD Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor SD Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor SD Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed SD Trustee.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Fiduciary Obligation. The SD Trustee shall owe fiduciary duties to SD, LFG, the LFG Subsidiary Debtors, and their respective Estates and Post-Effective Date Estates.

9.2 Governing Law. This SD Trust Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without reference to conflicts of law).

9.3 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the SD Trust and the SD Trustee, including, without limitation, the administration and activities of the SD Trust and the SD Trustee; provided, however, that notwithstanding the foregoing, the SD Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any claims or causes of action assigned to the SD Trust.

9.4 Severability. In the event any provision of this SD Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this SD Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this SD Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5 Notices. Any notice or other communication required or permitted to be made under this SD Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means, sent by nationally recognized overnight delivery service or mailed by first-class mail:

- (i) if to the SD Trustee, to:

Bruce H. Matson, Esquire
LeClairRyan, A Professional Corporation
Riverfront Plaza, East Tower
951 East Byrd Street, Eighth Floor
Richmond, Virginia 23219

Fax: 804.783.2294

- (ii) if to a member of any of the SD Trust Committee, to the address set forth on Annex A, or such other address as may be provided to the SD Trustee by such member of the applicable SD Trust Committee;
- (iii) if to any SD Trust Beneficiary, to the last known address of such SD Trust Beneficiary according to the SD Trustee's records

9.6 Headings. The headings contained in this SD Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this SD Trust Agreement or of any term or provision hereof.

9.7 Plan. The terms of this SD Trust Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. However, to the extent that the terms of the Plan are inconsistent with the terms set forth in this SD Trust Agreement with respect to the SD Trust, then the Plan and the Confirmation Order shall govern.

9.8 Cooperation. SD shall turn over or otherwise make available to the SD Trustee (or to its designee as provided in the Inter-Trust Agreement) at no cost to the SD Trust or the SD Trustee, all books and records reasonably required by the SD Trustee to carry out its duties hereunder, and agree to otherwise reasonably cooperate with the SD Trustee in carrying out its duties hereunder.

9.9 Entire SD Trust Agreement. This SD Trust Agreement and the Annexes attached hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

9.10 Named Party. In pursuing any Claims and/or Causes of Action, or in disposing of any Assets of the SD Trust, or otherwise administering the SD Trust or any SD Trust Property, including, without limitation, the execution of documents such as bills of sale, releases, and agreements, the SD Trustee may pursue such matters and/or execute any such documents in the name of "SD" and/or in the name of any Subsidiary (other than LES) and/or in his own name as Trustee or in such other names or such representative capacities as necessary or appropriate in the SD Trustee's discretion.

9.11 Amendment. This SD Trust Agreement may be amended by the SD Trustee with the consent of all members of the SD Trust Committee; provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this SD Trust Agreement that are inconsistent with the terms of the Plan or the Confirmation Order.

9.12 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All

references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this SD Trust Agreement, and the words herein and words of similar import refer to this SD Trust Agreement as a whole and not to any particular Article, Section or subdivision of this SD Trust Agreement. The term “including” shall mean “including, without limitation.”

9.13 Counterparts. This SD Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

[Remainder of Page Blank — Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this SD Trust Agreement or caused this SD Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

SD

By: _____
Name: _____
Title: _____

BRUCE H. MATSON, as SD TRUSTEE

By: _____
Name: Bruce H. Matson, Esquire
Title: _____

Annex A
SD Trust Committee Members

Citadel Equity Fund, Ltd.
C/O Citadel Investment Group, LLC
Attn: Mark Steen
Chicago, IL 60603
Phone: 312-395-2100
Fax: 312-267-7300
Email: mark.steen@citadelgroup.com

The Prudential Insurance Company of America
And related managed entities
Attn: Thomas E. Luther
Two Prudential Plaza, Suite 5600
180 N. Stetson Street
Chicago, IL 60601
Phone: 312-861-4432
Email: thomas.luther@prudential.com

Annex B
SD Trustee's Compensation

The SD Trustee will be Bruce H. Matson. For services rendered in his capacity as SD Trustee, Mr. Matson will be compensated at a rate equal to his hourly rate charged as an attorney for matters similar to the LandAmerica Financial Group cases, less twenty (20) percent. (For services rendered in his capacity as attorney, if any, Mr. Matson will be paid his hourly rate.)

In addition to the fees outlined above, the SD Trustee will charge for reasonable out-of-pocket expenses that are incurred on the SD Trust's behalf during its services as SD Trustee, including, but not limited to, counsel fees, coach airfare, meals, hotel accommodations, telephone, industry research, duplicating and printing, etc. Invoices for fees and expenses incurred in connection with services as SD Trustee will be billed monthly, and are due upon receipt; provided, however, that the fees and expenses of the SD Trustee are subject to the review and final approval of the LFG Oversight Committees. The SD Trustee shall not be required to file fee applications with the Bankruptcy Court.

EXHIBIT I

Inter-Trust Agreement¹

This Inter-Trust Agreement (the “Agreement”) is entered into by the LandAmerica 1031 Exchange Services, Inc. Liquidating Trust (the “LES Trust”) and the LandAmerica Financial Group, Inc. Liquidating Trust (the “LFG Trust,” and together with the LES Trust, the “Trusts”), by and through their undersigned respective trustees including any additional trustees joining this Agreement pursuant to Section 4.3 below (collectively, the “Trustees” and individually, the “LES Trustee” and the “LFG Trustee”).

Recitals

A. On November 26, 2008, LandAmerica Financial Group, Inc. (“LFG”) and LandAmerica 1031 Exchange Services, Inc. (“LES,” and together with LFG and such other affiliated entities whose chapter 11 cases are being jointly administered under case no. 08-35994, the “Debtors”) each filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”).

B. The Debtors filed their Joint Chapter 11 Plan and accompanying Disclosure Statement on October 2, 2009.

C. On [], 2009, the Bankruptcy Court entered an order confirming the Plan.

D. Pursuant to the Plan, the LES Trust and the LFG Trust, among others, were formed.

E. The Plan provides for, *inter alia*, the joint access, use and control of the documents, financial information and electronically stored information of the Debtors and of the Debtors’ non-debtor direct and indirect subsidiaries (the “LandAmerica Materials”).

F. The Plan provides that the Trustees shall, *inter alia*, work cooperatively to share access to the LandAmerica Materials and to protect any privilege concerning the LandAmerica Materials.

Agreement

NOW, THEREFORE, in order to accomplish the goals set forth above and in the Plan and in order to memorialize their understanding regarding their common interest efforts, the Trustees agree as follows:

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Join Chapter 11 Plan of LandAmerica Financial Group, Inc. and its Affiliated Debtors (the “Plan”), dated [] [], 2009.

ARTICLE I
LANDAMERICA MATERIALS

1.1 LandAmerica Materials. For purposes of this Agreement, “LandAmerica Materials” shall include, without limitation, all information, communications, documents, factual materials, mental impressions, legal analysis, settlement proposals, memoranda, strategies, theories, interview reports, draft pleadings, motions, briefs, deposition outlines and summaries, chronologies, and other work product of the Debtors and their direct and indirect subsidiaries that may be utilized by the respective Trustees in any manner to fulfill their duties to the Trusts.

1.2 Possession of LandAmerica Materials. As soon as practical after appointment, the Trustees shall appoint one or more custodians (which custodian(s) may be one or both of the Trustees) to take possession of any and all LandAmerica Materials in existence at the time of such appointment (the “Original LandAmerica Materials”). Both the LES Trustee and the LFG Trustee shall be entitled to access the Original LandAmerica Materials. The Trustees shall determine the apportionment to the Trusts of the costs associated with preserving, using, and sharing access to such Original LandAmerica Materials. Thereafter, if either Trustee wishes to alter the manner in which the Original LandAmerica Materials are maintained, he shall provide the non-requesting Trustee with written notice of not less than thirty (30) days of the proposed change, which notice shall include an explanation of the problems presented by the current maintenance, the proposed modification of such maintenance, the anticipated cost for such change, and the recommended sharing of any costs associated therewith. If, (a) after thirty (30) days the non-requesting Trustee has not provided written notification that he objects to the proposed change, or (b) prior to the expiration of thirty (30) days, the non-requesting Trustee has provided written notification that he does not object to the proposed change, the requesting Trustee shall be authorized to alter the manner in which the Original LandAmerica Materials are maintained in accordance with his proposal.

1.3 Use and/or Disclosure of Non-privileged Debtors’ Materials. To the extent the Original LandAmerica Materials constitute non-privileged information (collectively, “Non-Privileged LandAmerica Materials”), each of the Trustees shall be entitled to utilize the information as he deems appropriate in connection with fulfilling his duties to the applicable Trust.

1.4 Use and/or Disclosure of Privileged Debtors’ Materials. To the extent the LandAmerica Materials constitute privileged information (collectively, “Privileged LandAmerica Materials”), each of the Trustees shall be entitled to full access to such Privileged LandAmerica Materials and may share such materials with any of his professionals and any applicable oversight committees, provided such professionals and/or committee members are subject to a confidentiality agreement. The Trustees shall not disclose Privileged LandAmerica Materials to any other third party unless:

(a) Both Trustees consent in writing to the disclosure of such Privileged LandAmerica Materials; or

(b) Such disclosure of Privileged LandAmerica Materials is required by a court order provided, however, that the Trustees shall take all reasonable measures to ensure that such disclosure is subject to a confidentiality provision.

To the extent that a Trustee is disclosing Privileged LandAmerica Materials pursuant to the terms of this Agreement, such Trustee shall take all reasonable steps to preserve the confidentiality of such Privileged LandAmerica Materials including, but not limited to, seeking appropriate protective orders and/or entered into confidentiality agreements with any parties receiving such information and/or materials with respect to disclosure of Privileged LandAmerica Materials, which confidentiality agreement shall be in form and substance acceptable to both Trustees.

If the Trustees disagree regarding the disclosure of, or what constitutes, Privileged LandAmerica Materials, either Trustee shall be entitled on an expedited basis to seek an order from the Bankruptcy Court authorizing or prohibiting the disclosure of such Privileged LandAmerica Materials.

1.5 Limitations on use. All Original LandAmerica Materials governed by this Agreement shall be used only in connection with the fulfillment of the Trustees' rights and obligations pursuant to their respective trust agreements (together, the "Trust Agreements") and shall not be used for any other purpose without the prior express written consent of both Trustees.

1.6 Destruction of LandAmerica Materials. Subject to the terms of the Plan, upon the termination of each of the Trusts, the applicable Trustee shall be authorized to destroy all non-Original LandAmerica Materials in his/her possession.

ARTICLE II

COMMON INTEREST MATERIAL

2.1 Common Interest Material. For purposes of this Agreement, "Common Interest Material" includes, without limitation, all information, including but not limited to, discussions, communications, documents, factual material, mental impressions, legal analysis, settlement proposals, memoranda, strategies, theories, interview reports, draft pleadings, motions, or briefs, deposition outlines and summaries, chronologies, and other work product, exchanged or communicated among the Trustees and their counsel in connection with the joint defense or common interest efforts made pursuant to this Agreement, the LFG Trust Agreement, the LES Trust Agreement, the LandAmerica Trustees' Cooperation Agreement, the Plan, or the Confirmation Order, and all documents containing, repeating, summarizing, or referring to such exchanged information, but shall not include the Original LandAmerica Materials

2.2 Privilege legend. Any failure to designate Common Interest Material shall not constitute a waiver by either Trustee of any applicable privilege or protection.

2.3 Applicability and non-waiver of privilege. The Common Interest Material exchanged or otherwise communicated between or among the Trustees may be privileged from disclosure to persons not a party to this Agreement as a result of the attorney-client privilege, the joint defense doctrine, the common interest doctrine, the work product doctrine, the provisions of

Federal Rules of Civil Procedure 26(b)(4) and (5), Federal Rule of Evidence 408 or other applicable privileges or protections. The communication of Common Interest Material between or among the Trustees is not intended to and shall not waive or diminish such privileges, doctrines, or other protections. To the contrary, any and all communications of Common Interest Material shall be and shall remain subject to such privileges and protections in accordance with the “joint defense doctrine,” “common interest doctrine,” and all other applicable doctrines, privileges, or protections.

2.4 Waiver prohibited. Except as otherwise provided herein, the privileges and protections applicable to any Common Interest Material of a Trustee may not be waived by any other Trustee without the prior express written consent of the Trustee that provided the Common Interest Material. Any inadvertent or purposeful disclosure by a Trustee of another Trustee’s Common Interest Material exchanged pursuant to this Agreement that is made contrary to the terms of this Agreement shall not constitute a waiver of any privilege. Each Trustee will use his best efforts to ensure that the confidentiality of all Common Interest Material of the other Trustee is maintained at all times and that no disclosure is made that might result in a waiver or loss of any privilege or protection otherwise available for such Common Interest Material.

2.5 Disclosure prohibited without express permission. To ensure the protection of all applicable privileges, as well as of confidential business, technical, financial or other information, the Trustees agree that a Trustee that receives Common Interest Material from another Trustee may not disclose that Common Interest Material to any person, without the express permission of the Trustee who provided the Common Interest Material, except that each Trustee may share Common Interest Material with any of his professionals and any applicable oversight committees, provided such professionals and/or committee members are subject to a confidentiality agreement. Prior to sharing Common Interest Material produced by another Trustee with a retained expert or consultant, a Trustee seeking to share the Common Interest Material must obtain the consent of the Trustee that produced the Common Interest Material.

2.6 Limitations on use. All Common Interest Material disclosed pursuant to this Agreement shall be used only in connection with the fulfillment of the Trustees’ rights and obligations pursuant to their respective Trust Agreements and shall not be used for any other purpose without the prior express written consent of the Trustee that provided the Common Interest Material.

2.7 Inadvertent Production. In the event that any information that is subject to a claim of privilege or that is protected as work product, but is not Common Interest Material, is inadvertently produced, upon notice of such inadvertent production, the Trustee that received the information shall return all inadvertently produced copies of same to the producing Trustee and promptly destroy all electronic and hard copies of the information in his possession upon receipt of written notice from the producing Trustee. The Trustee receiving an inadvertently produced document shall not use such inadvertently produced information for any purpose.

2.8 Independently obtained information. Nothing contained in this Agreement shall limit the right of any Trustee to use or disclose any documents, materials, files, or information that have been created or independently obtained by such Trustee.

2.9 No obligation to share information. Except as otherwise provided herein or in the Trust Agreements, nothing in this Agreement shall obligate a Trustee to disclose or share any information or materials, or prevent a Trustee from imposing additional conditions under which information or materials may be shared or disclosed. Nothing in this Agreement shall prevent or limit in any way the Trustee creating or originating Common Interest Material from using such information in any way that such Trustee, in his/her sole discretion, shall determine.

2.10 No disqualification. Nothing in this Agreement, including the sharing of any information hereunder, shall create a conflict of interest so as to require the disqualification of any Trustee from the representation of his respective clients in any matter related or unrelated to the Debtors' chapter 11 cases, even if adverse to another Trustee. Each Trustee agrees that he shall not seek to conflict or disqualify any of undersigned Trustees or their respective law firms or professionals in any matter, including but not limited to the Debtors' chapter 11 cases and any related litigation, based on disclosure or receipt of Common Interest Materials pursuant to this Agreement.

2.11 Separate representation. Each Trustee understands and acknowledges that he is represented exclusively by his own separate counsel, if he chooses to have separate counsel, in this matter; and that, while the counsel representing the other Trustee to this Agreement has a duty to preserve the confidences disclosed to him pursuant to this Agreement, nothing contained herein shall be deemed to create an attorney-client relationship or a duty of loyalty between any counsel and anyone other than that counsel's client. This Agreement does not and shall not be deemed to make any Trustee the agent of any other Trustee for any purpose whatsoever. Nothing in this Agreement shall be construed to affect the separate and independent representation of each Trustee by his/her respective counsel according to what that counsel believes to be in the client's best interest. Each Trustee understands and acknowledges that counsel for other Trustee may have the duty and obligation, in the course of representing their own clients, to take actions that may be contrary to the interests of the other Trustee.

2.12 Prior agreement. The Trustees acknowledge that any disclosure or exchange of Common Interest Material that has occurred prior to the date of the execution of this Agreement has been subject to the Trustees' earlier oral agreement and understanding that such communications were for their common interests and therefore privileged and shall be subject to this Agreement on and after the date of its execution.

2.13 Remedies. The Trustees each acknowledge that any intentional use or disclosure of any Common Interest Material in violation of this Agreement will cause other Trustee to suffer irreparable harm for which there is no adequate remedy at law, and that immediate injunctive relief is an appropriate and necessary remedy for any violation or threatened violation of the Agreement.

2.14 Demands for information. If any person who is not a party hereto requests or demands, by subpoena or otherwise, any Common Interest Material received by a Trustee from another Trustee, the Trustee that has received the request or demand shall immediately notify the providing Trustee, as well as all other parties hereto. Each Trustee will then take all reasonable steps necessary to preserve all applicable rights and privileges with respect to such Common

Interest Material and shall cooperate fully with the other Trustee in any proceedings relating to the disclosure of such Common Interest Material.

2.15 Continuing agreement. The Trustees agree that they will continue to be bound by the Agreement for the duration of their tenure. If any part of this Agreement or the Agreement in its entirety is held invalid or unenforceable, the Trustees, to the extent permitted by law, shall continue to hold in confidence and not disclose to persons not Trustee to this Agreement all Common Interest Material communicated between or among the Trustees.

2.16 Counterparts. Each Trustee may become a party to this Agreement by executing the original of this instrument, or a counterpart thereof. The execution of counterparts shall have the same effect as if all parties had signed the same instrument.

2.17 Other common interest agreements. Nothing in this Agreement shall prevent the Trustees from entering into common interest agreements with other persons, and this Agreement shall not be deemed to supersede or nullify in whole or in part, any common interest or joint defense agreement any Trustee has entered into.

ARTICLE III **TRANSFER OF ASSETS BETWEEN TRUSTS**

3.1 Abandonment of Assets.

(a) In the event the LES Trustee determines to abandon any assets of the ARS Litigation Sub-Trust consistent with the approval rights of the ARS Litigation Committee (the "LES Abandoned Assets"), the LES Trustee shall provide notice of such intent to the LFG Trustee. To the extent that the LFG Trustee determines it would like to pursue the LES Abandoned Assets, within fifteen (15) calendar days of the receipt of notice of intent to abandon the LES Abandoned Assets, the LFG Trustee shall notify the LES Trustee in writing of such desire and within fifteen (15) days following the receipt of such notice, the LES Trustee shall transfer the LES Abandoned Assets to the LFG Trust. Upon transfer of any LES Abandoned Assets, the LFG Trust shall become responsible for any and all costs and/or expenses (including any professional fees) relating to the pursuit of any such LES Abandoned Assets transferred by the LES Trustee to the LFG Trust subsequent to such transfer, which costs and expenses shall be absorbed by the LFG Trust in a manner that does not otherwise reduce or dilute (or have the affect of reducing or diluting) any distribution to which the LES Trust may be entitled (or would otherwise be entitled) from the LFG Trust. Notwithstanding the foregoing, any proceeds from any recovery made in respect of an LES Abandoned Asset shall be treated as, and distributed to the parties as, any Waterfall Proceeds are so treated hereunder.

(b) In the event the LFG Trustee determines to abandon any assets of the Other Litigation Sub-Trust consistent with the approval rights of the Other Litigation Committee (the "LFG Abandoned Assets"), the LFG Trustee shall provide written notice of such intent to the LES Trustee. To the extent that the LES Trustee determines it would like to pursue the LFG Abandoned Assets, within fifteen (15) calendar days of the receipt of notice of intent to abandon the LFG Abandoned Assets, the LES Trustee shall notify the LFG Trustee in writing of such desire, and within fifteen (15) days following the receipt of such notice, the LFG Trustee shall

transfer the LFG Abandoned Assets to the LES Trust. Upon transfer of any LFG Abandoned Assets, the LES Trust shall become responsible for any and all costs and/or expenses (including any professional fees) relating to the pursuit of any such LFG Abandoned Assets transferred by the LFG Trustee to the LES Trust subsequent to such transfer, which costs and expenses shall be absorbed by the LES Trust in a manner that does not otherwise reduce or dilute (or have the affect of reducing or diluting) any distribution to which the LFG Trust may be entitled (or would otherwise be entitled) from the LES Trust. Notwithstanding the foregoing, any proceeds from any recovery made in respect of an LFG Abandoned Asset shall be treated as, and distributed to the parties as, any Waterfall Proceeds are so treated hereunder.

(c) Subject to the limitations of Section 1.8(c) of the LandAmerica 1031 Exchange Services, Inc. Liquidation Trust Agreement (the "LES Trust Agreement"), in the event that the LFG Trust believes that the LES Trustee is not pursuing any of the assets of the LES Trust, the LFG Trust may make a written request that the LES Trustee (i) commence an action to pursue the asset of the LES Trust within thirty (30) days of receipt of such written request, (ii) provide written notification of the LES Trustee's intent to pursue such assets, or (iii) provide written notification of the LES Trustee's intent to abandon such assets. If the LES Trustee provides notice of his intent to abandon such assets, the LFG Trust may, in accordance with the preceding paragraph, seek a transfer of such LES Abandoned Assets to the LFG Trust.

(d) Subject to the limitations of Section 1.8(c) of the LFG Liquidation Trust Agreement (the "LFG Trust Agreement"), in the event that the LES Trust believes that the LFG Trustee is not pursuing any of the assets of the LFG Trust, the LES Trust may make a written request that the LFG Trustee (i) commence an action to pursue the asset of the LFG Trust within thirty (30) days of receipt or such written request, (ii) provide written notification of the LFG Trustee's intent to pursue such assets, or (iii) provide written notification of the LFG Trustee's intent to abandon such assets. If the LFG Trustee provides notice of his intent to abandon such assets, the LES Trust may, in accordance with the preceding paragraph, seek a transfer of such LFG Abandoned Assets to the LES Trust.

(e) Notwithstanding the foregoing, to the extent the LFG Trust sends any notice pursuant to Section 1.8(b) of the LES Trust Agreement within one year of the Effective Date, the LES Trustee shall have ninety (90) days to respond to the LFG Trust in any manner set forth in Section 1.8(b) of the LES Trust Agreement.

(f) Notwithstanding the foregoing, to the extent the LES Trust sends any notice pursuant to Section 1.8(b) of the LFG Trust Agreement within one year of the Effective Date, the LFG Trustee shall have ninety (90) days to respond to the LES Trust in any manner set forth in Section 1.8(b).

(g) In the event that the LES Trustee and the LFG Trustee agree, that for whatever reason, it is advantageous for the LFG Trust to pursue an asset of the LES Trust, or, conversely, if the Trustees agree that, for whatever reason, it is advantageous for the LES Trust to pursue an asset of the LFG Trust, the LES Trustee and the LFG Trustee shall work cooperatively to transfer such asset to the applicable Trust and to provide the appropriate mechanisms for the applicable Trust to pursue such asset. In such circumstances, the net proceeds will be shared as agreed by the two Trustees, if the asset is not a Waterfall Asset.

(h) None of the terms in this section are intended to contradict the terms of the LES Trust Agreement or the LFG Trust Agreement, and to the extent any of the terms in this section do contradict the terms of the LES Trust Agreement or the LFG Trust Agreement, the terms of the LES Trust Agreement and the LFG Trust Agreement shall control.

ARTICLE IV
MISCELLANEOUS

4.1 Amendments. Any amendments or modifications to this Agreement must be in writing and signed by all the Trustees to the Agreement.

4.2 Notices. Any notice or other communication required or permitted to be made under this Inter-Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means, sent by nationally recognized overnight delivery service or mailed by first-class mail:

(i) if to the LES Trustee, to:

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901
Fax: 239-337-1178

(ii) if to the LFG Trustee, to:

Bruce H. Matson
LeClair Ryan, A Professional Corporation
Riverfront Plaza, East Tower
951 E. Byrd Street, Eighth Floor
Richmond, Virginia 23219
Fax: 804-783-7629

4.3 Additional Trustees. Upon consent of each of the Trustees to this Agreement, additional parties can be added to this Agreement if such parties agree to be bound by the terms of the Agreement and execute a counterpart hereto, provided however, a Subsidiary Debtor Trustee may, upon written notice to all other Trustees, become parties to this Agreement. In the event that the a Subsidiary Debtor Trustee exercises his right to become a party hereunder, the LFG Trust shall bear the expense for such trustee's allocated use.

4.4 Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and applicable laws of the United States, without regard to any conflicts of laws principles that would require reference to the laws of other jurisdictions.

4.5 Jurisdiction. The Trustees agree to submit to the jurisdiction of the Bankruptcy Court in respect of any disputes arising from or concerning the rights and duties of the parties in connection with this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Trustees have caused this Agreement to be executed

BRUCE H. MATSON, as LFG TRUSTEE

Date: _____

By: Bruce H. Matson
The LFG Trustee

GERARD A. McHALE, Jr., as LES TRUSTEE

Date: _____

By: Gerard A. McHale, Jr.
The LES Trustee

EXHIBIT J

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

.....X
In re: : Chapter 11
LandAmerica Financial Group, Inc., et al., : Case No. 08-35994
Debtors. : Jointly Administered
.....X

TOLLING AGREEMENT

This Tolling Agreement (hereinafter “Agreement”) effective as of the Effective Date (as defined below), is made by and among LandAmerica Financial Group, Inc. (“LFG”), LandAmerica 1031 Exchange Services, Inc. (“LES” and, together with LFG, the “Debtors”), the Committee of Unsecured Creditors of LandAmerica Financial Group, Inc. (the “LFG Committee”), the Committee of Unsecured Creditors of LandAmerica 1031 Exchange Services, Inc. (the “LES Committee” and, together with the LFG Committee, the “Committees”); and the following current and/or former officers and directors of one or more of the Debtors: [

] and each additional current and/or former officer or director that is a party hereto (the “Officers and Directors”). The Debtors, the Committees, and the Directors and Officers are hereinafter referred collectively as the “Parties.”

RECITALS

WHEREAS, on November 26, 2008, the Debtors each filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”);

WHEREAS, on September 9, 2009, the Debtors filed a Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and Its Affiliated Debtors in the above captioned case (as amended on October 12, 2009, and as it may be further amended, the “Plan”);

WHEREAS, if the Plan is confirmed and becomes effective, the LES Trust¹ and the LFG Trust shall be formed;

WHEREAS, subject to certain limitations expressly set forth therein, Section 14.4(b) of the Plan provides for an injunction (the “Plan Injunction”) that will enjoin, among other things, the prosecution of third-party claims against the Officers and Directors that may deplete proceeds of any insurance policy which proceeds would otherwise be available to satisfy a judgment, settlement, or other payment that could be made to the LES Trust or the LFG Trust;

WHEREAS, one or more of the LES exchange customers and other Persons who hold, held, or may hold claims against or interests in the Debtors or the Debtors’ estates (collectively, the “Stakeholders”) may have purported claims and/or causes of action, individually, against one or more of the Officers and Directors (the “Stakeholders’ Direct Claims”), which purported claims and/or causes of action may be temporarily enjoined by the Plan Injunction;

WHEREAS, the Parties have agreed that, for purposes of this Agreement, the Stakeholders are third party beneficiaries to this Agreement and the Stakeholders are hereby deemed to have notice of this Agreement;

WHEREAS, the Officers and Directors fully and completely deny that there is any basis whatsoever for any Stakeholders’ Direct Claims to be asserted against them and deny all liability with respect to the Stakeholders’ Direct Claims; and

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties to this Agreement do hereby stipulate, covenant and agree as follows:

1. The Effective Date of this Agreement shall be the same as the Effective Date of the Plan, as defined therein.
2. The Termination Date of this Agreement shall be the earlier of (a) the date on which the Trustees file the joint Notice of Resolution of Litigation pursuant to section 7.15 of the Plan or (b) the fifth anniversary of the Effective Date.
3. The period of any statute of limitation, statute of repose, or other rule, defense, or principle based upon the passage of time (including, without limitation, waiver, estoppel, and laches) whether statutory, contractual, equitable or otherwise (the "Limitations Period") pertaining to any Stakeholders' Direct Claims, and any possible counterclaims and crossclaims and defenses in law or equity that any Officers and Directors may have or might assert in respect thereof (individually and collectively, "Counterclaims"), that have not expired as of the Effective Date is hereby tolled for each Stakeholders' Direct Claim and each Counterclaim from the Effective Date until 60 days after the Termination Date.
4. The Officers and Directors hereby waive their rights to assert and agree to refrain from asserting any statute of limitations as a defense to any Stakeholders' Direct Claims that are brought within the Limitations Period as tolled by this Agreement.
5. This Agreement, and the Parties' rights and obligations hereunder (including third party beneficiary rights of Stakeholders) are made expressly contingent upon (i) entry of a Final Order confirming the Plan and expressly authorizing, ordering and incorporating: (x) all the terms of the Plan Injunction as set forth in Section 14.4(b); and (y) all the terms relating to the treatment of claims of the Officers and Directors as set forth in Section 7.9, in each case, of the Joint Chapter 11 Plan of LandAmerica Financial Group, Inc. and Its Affiliated Debtors [Dkt. No. 2206], dated and filed with the Bankruptcy Court on October 13, 2009, (ii) the occurrence of the Effective Date of the Plan without any subsequent reversal, stay, vacation or modification of such Plan Injunction, and (iii) the entry of an order by the Bankruptcy Court (x) authorizing any of the Officers and Directors to file within ten (10) business days following entry of such order (the "D&O Bar Date"), one or more new or amended proofs of claim asserting or reasserting such person's claims arising from such person's service as an officer and/or director of any Debtor, and (y) providing that any such newly filed or amended proof of claim filed

prior to the expiration of the D&O Bar Date, shall be deemed timely for all purposes, and shall not be subject to objection, disallowance or challenge by any party in interest on timeliness grounds.

6. By entering into this Agreement, none of the Parties have waived or limited any rights, claims, causes of action or defenses, except as expressly stated herein.
7. Nothing in this Agreement shall be construed as reducing the time within which a Stakeholder may bring a Stakeholders' Direct Claim.
8. This Agreement shall have no application to any claims, rights, causes of action or suit other than one arising from the Stakeholders' Direct Claims.
9. The Parties agree that this Agreement shall not in any manner revive any rights, claims or causes of action that were barred by any Limitation Period as of the Effective Date, or limit in any way the assertion of any defense based upon any Limitation Period available as of the Effective Date.
10. Except as otherwise specifically provided in this Agreement, this Agreement does not constitute and shall not be construed as an admission against or as a waiver of any claims, rights, causes of action, position or defense presently available to any of the Officers and Directors or that any of the Officers and Directors has valid claims or defenses, and the Officers and Directors expressly deny any liability to any of the Stakeholders. This Agreement is not intended to and does not benefit any persons or entitles other than the Parties hereto and the Stakeholders.
11. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any prior oral or written statements concerning its subject are merged herein for all purposes and are of no further force and effect.
12. The provisions of this Agreement will be binding and effective with respect to any legal representative, successor, assignee, transferee and heirs of each of the Parties.
13. This Agreement may be amended or modified only by written agreement of the Parties.
14. This Agreement shall be binding on the Officers and Directors and each other Party who is a signatory provided; however, it may be executed by facsimile and in one or more counterparts, and each such counterpart, upon execution, and delivery, shall be deemed a complete original.
15. In the event a Party listed below is not a signatory, this Agreement will be fully effective and binding upon each Party signatory.

16. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Virginia, without giving effect to the choice of law principles thereof, and it shall be subject to the continuing jurisdiction of the United States Bankruptcy Court for Eastern District of Virginia. Nothing in this Agreement shall be construed to affect the choice of law to be applied to the Stakeholders' Direct Claims.
17. Any individuals signing this Agreement on behalf of a Party represent that they have the authority to sign on behalf of and bind those respective Parties to the terms and conditions of this Agreement.
18. The Stakeholders are third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

<p>Additional officer or director:</p> <p>On behalf of: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>
