

**AMENDED AND RESTATED  
STOCK PURCHASE AGREEMENT**

**by and between**

**LANDAMERICA FINANCIAL GROUP, INC.,**

**and**

**LPS ASSET MANAGEMENT SOLUTIONS, INC.**

**Dated as of**

**June 21, 2009**

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of this 21st day of July, 2009, by and between LandAmerica Financial Group, Inc., a Virginia corporation (the “**Seller**”), and LPS Asset Management Solutions, Inc., a Colorado corporation (the “**Buyer**”).

### WITNESSETH:

**WHEREAS**, the Seller owns 3,065,000 shares of Common Stock of RealEC Technologies, Inc., a Delaware corporation (the “**Company**”), constituting approximately 22% of the issued and outstanding capital stock of the Company (all such shares of capital stock are referred to herein as the “**Shares**”);

**WHEREAS**, the Buyer desires to purchase the Shares from the Seller, and the Seller desires to sell the Shares to the Buyer, in each case upon the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, the Buyer and the Seller previously entered into that certain Stock Purchase Agreement, dated as of June 12, 2009, pursuant to which the Buyer agreed to purchase, and the Seller agreed to sell to the Buyer, the Shares (the “**Original Stock Purchase Agreement**”); and

**WHEREAS**, the Buyer was determined to be the successful bidder at a formal auction held telephonically on July 21, 2009 in response to receipt by the Seller of a competing bid for the Shares, and in connection therewith the Seller and the Buyer desire to amend and restate the Original Stock Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto hereby agree as follows:

### ARTICLE I. DEFINITIONS

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

“**Affiliate**” shall have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

“**Agreement**” shall have the meaning set forth in the preamble hereto.

“**Alternative Transaction**” means the direct or indirect sale, transfer or other disposition, in one or more transactions, of the Shares or all or substantially all of the assets of the Company to one or more Third Parties.

“**Approval Order**” shall have the meaning set forth in Section 6.3.

**“Bankruptcy Case”** means the chapter 11 case of the Seller, which was commenced on November 26, 2008 under Case No. 08-35994.

**“Bankruptcy Code”** means title 11 of the United States Code.

**“Bankruptcy Court”** means the U.S. Bankruptcy Court for the Eastern District of Virginia.

**“Business Day”** means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

**“Buyer”** shall have the meaning set forth in the preamble hereto.

**“Closing”** shall have the meaning set forth in Section 2.3.

**“Closing Date”** shall have the meaning set forth in Section 2.3.

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

**“Company”** shall have the meaning set forth in the recitals hereto.

**“Confidentiality Agreement”** means that certain Confidentiality Agreement by and between the Seller and the Buyer, dated as of April 21, 2009.

**“Creditors’ Committee”** means the official statutory committee appointed in the Bankruptcy Case.

**“Excluded Information”** shall have the meaning set forth in Section 4.8.

**“Governmental Entity”** means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, state, municipal or local government or other governmental body, agency, authority, department, commission, board, bureau or instrumentality (domestic or foreign), or any arbitrator or arbitral body (domestic or foreign).

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

**“Notice”** means any notice, request, demand or other communication required or permitted to be given or made under this Agreement by any Party.

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

**“Outside Date”** shall have the meaning set forth in Section 8.1(c).

**“Party”** means each of the Seller and the Buyer.

“**Person**” shall mean any individual, corporation, company, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other entity or organization.

“**Purchase Price**” shall have the meaning set forth in Section 2.2.

“**Representatives**” means a Party’s officers, directors, employees, attorneys, investment bankers, accountants and other agents and representatives of any of the foregoing.

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

“**Security**” shall have the meaning given to such term in Section 2(1) of the Securities Act of 1933, as amended.

“**Shares**” shall have the meaning set forth in the recitals hereto.

“**Seller**” shall have the meaning set forth in the preamble hereto.

“**Superior Transaction**” means one or more written or oral proposals (with such oral proposals made with reasonable specificity on the record at a hearing before the Bankruptcy Court) made by one or more Third Parties for one or more Alternative Transactions that represent, alone or in the aggregate, and in the Seller’s sole discretion (subject to Bankruptcy Court approval), a higher or better offer for the Shares than the offer made by the Buyer for the Shares pursuant to the terms of this Agreement.

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

## ARTICLE II. SALE AND PURCHASE

**SECTION 2.1. Agreement to Sell and to Purchase.** On the Closing Date and upon the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, assign, transfer, convey and deliver the Shares, free and clear of any liens, to the Buyer, and the Buyer shall purchase and accept the Shares from the Seller.

**SECTION 2.2. Purchase Price.** The aggregate purchase price for the Shares (the “**Purchase Price**”) shall be Two Million Six Hundred Thousand Dollars (\$2,600,000), and shall be payable by the Buyer in cash by wire transfer of immediately available funds to a bank account designated in writing by the Seller.

**SECTION 2.3. Closing.** The closing of such sale and purchase (the “**Closing**”) shall take place as promptly as practicable, and in any event no later than the third Business Day following the date on which the conditions set forth in Articles VI and VII have been satisfied or waived (other than conditions which by their nature are to be satisfied at the Closing, but subject

to the satisfaction or waiver of such conditions), or at such other time and date as the parties hereto shall agree in writing (the “**Closing Date**”), at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, or at such other place as the parties hereto shall agree in writing.

**SECTION 2.4. Seller Closing Deliverables.** At the Closing, the Seller shall deliver to the Buyer or its designees:

- (a) stock certificates representing the Shares, duly endorsed in blank for transfer or accompanied by appropriate stock powers duly executed in blank, with all taxes, direct or indirect, attributable to the transfer of such Shares paid or provided for;
- (b) a certificate duly executed by an authorized officer of the Seller, dated as of the Closing Date, certifying as to the Seller’s compliance with the conditions set forth in Sections 6.1 and 6.2; and
- (c) a receipt evidencing the Seller’s receipt of the Purchase Price, duly executed by the Seller.

**SECTION 2.5. Buyer Closing Deliverables.** At the Closing the Buyer shall deliver to the Seller:

- (a) the Purchase Price by wire transfer of immediately available funds;
- (b) a certificate duly executed by an authorized officer of the Buyer, dated as of the Closing Date, certifying as to the Buyer’s compliance with the conditions set forth in Sections 7.1 and 7.2; and
- (c) a receipt evidencing the Buyer’s receipt of the Shares.

**ARTICLE III.  
REPRESENTATIONS AND WARRANTIES OF THE SELLER**

Except as set forth in the section of the Disclosure Schedules delivered by the Seller concurrently with the execution and delivery of this Agreement that specifically relates to such section, or, if disclosed in another section of the Disclosure Schedules, is reasonably apparent from the substance of such disclosure to relate to such section, of this Article III, the Seller hereby represents, warrants and agrees as follows:

**SECTION 3.1. Corporate Organization.** The Seller is a corporation validly existing and in good standing under the laws of the Commonwealth of Virginia and has all requisite corporate power and authority and all governmental licenses, authorizations, permits, consents and approvals to own its properties and assets and to conduct its businesses as now conducted.

**SECTION 3.2. Title to the Shares.** The Seller has and will have at the Closing, legal and valid title to the Shares.

**SECTION 3.3. Validity of Agreement; Authorization.** Subject to Bankruptcy Court approval, the Seller has the corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance of the Seller's obligations hereunder have been or will be authorized by all necessary action on the part of the Seller. This Agreement has been duly executed by the Seller and, assuming this Agreement constitutes the valid and binding obligation of the Buyer, constitutes the Seller's valid and binding obligation enforceable against the Seller in accordance with its terms.

**SECTION 3.4. No Conflict or Violation.** The execution, delivery and performance by the Seller of this Agreement does not and will not: (i) violate or conflict with any provision of the organizational documents of the Seller or the Company; or (ii) violate any provision of Law applicable to the Seller's or the Company's business.

**SECTION 3.5. Consents and Approvals.** Other than the Approval Order, Section 3.5 of the Disclosure Schedule sets forth a true and complete list of each consent, waiver, authorization or approval of any Governmental Entity, and each declaration to or filing or registration with any such Governmental Entity, and each consent, waiver, authorization or approval which must be obtained from, and each notice required to be provided to, a third party, that is required of or to be made by the Company or the Seller in connection with the execution and delivery of this Agreement by any of them or the performance by any of them of their respective obligations hereunder.

**ARTICLE IV.  
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer hereby represents, warrants and agrees as follows:

**SECTION 4.1. Corporate Organization.** The Buyer is a corporation validly existing and in good standing under the laws of the State of Colorado and has all requisite power and authority to own its properties and assets and to conduct its business as now conducted.

**SECTION 4.2. Validity of Agreement; Authorization.** The Buyer has the power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been authorized by all necessary action on the part of the Buyer. This Agreement has been duly executed by the Buyer and, assuming this Agreement constitutes the valid and binding obligation of the Seller, constitutes the Buyer's valid and binding obligation enforceable against the Buyer in accordance with its terms.

**SECTION 4.3. No Conflict or Violation.** The execution, delivery and performance by the Buyer of this Agreement does not and will not: (i) violate or conflict with any provision of the organizational documents of the Buyer; or (ii) violate any provision of Law applicable to the business of the Buyer.

**SECTION 4.4. Consents and Approvals.** Other than the Approval Order, except as disclosed on Section 4.4 of the Disclosure Schedule, no consent, approval or authorization of, or filing, registration or qualification with, any Governmental Entity on the part of the Buyer or any



vote, consent or approval in any manner of the holders of any Security of the Buyer is required as a condition to the execution and delivery of this Agreement.

**SECTION 4.5. Financial Ability.** The Buyer has, and on the Closing Date will have, sufficient funds available to pay the Purchase Price at Closing.

**SECTION 4.6. Brokers.** Neither the Buyer nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

**SECTION 4.7. Purchase Not for Distribution.** The Shares to be acquired by the Buyer under the terms of this Agreement will be acquired by the Buyer for its own account and not with a view to distribution. The Buyer will not resell, transfer, assign or distribute any Shares, except in compliance with the registration requirements of the Securities Act of 1933, as amended, and of any applicable state securities laws, or pursuant to an available exemption therefrom.

**SECTION 4.8. Independent Investigation.** The Buyer hereby acknowledges and affirms that it has completed its own independent investigation, analysis and evaluation of the Company, that it has made all such reviews and inspections of the business, assets, results of operations, condition (financial or otherwise) and prospects of the Company as it has deemed necessary or appropriate, and that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby it has relied on its own independent investigation, analysis, and evaluation of the Company and the Seller's representations and warranties made in Article III. The Buyer has sufficient knowledge and experience in investing in equity securities to properly evaluate the merits of the transaction contemplated by this Agreement and the Buyer is able to bear the substantial risks associated therewith for an indefinite period of time. The Buyer acknowledges that the Seller may be in possession of material non-public information not known to the Buyer, including, without limitation, information received from the issuer of the Shares on a confidential basis (the "**Excluded Information**"). The Buyer agrees that the Seller shall not be obligated to disclose any Excluded Information or have any liability to it with respect to any such non-disclosure. The Buyer hereby waives any and all claims and causes of action now or hereafter arising against the Seller based upon or relating to such non-disclosure. It is understood and agreed that the Sellers make no representation or warranty whatsoever with respect to the business, condition (financial or otherwise), properties, prospects, creditworthiness, status or affairs of the Company, or with respect to the value of the Shares.

## **ARTICLE V. COVENANTS**

**SECTION 5.1. Further Assurances.** Upon the request of a Party hereto at any time after the Closing Date, the other Party will forthwith execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as the requesting Party or its counsel may reasonably request in order to perfect title of the Buyer and its successors and assigns to the Shares or otherwise to effectuate the purposes of this Agreement.

**SECTION 5.2. Tax Matters.** All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by the Buyer when due.

**SECTION 5.3. Bankruptcy Filings, Covenants and Agreements.**

(a) Within five (5) business days following the date of execution of this Agreement, the Seller shall file with the Bankruptcy Court the Sale Motion, seeking entry of the Approval Order. The Buyer agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Approval Order, including furnishing affidavits or other documents or information reasonably requested by the Seller for filing with the Bankruptcy Court for the purposes of obtaining approval of this Agreement and entry of the Approval Order, including but not limited to demonstrating (i) adequate assurance of future performance by the Buyer under this Agreement and (ii) that the Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Approval Order shall be appealed and until such time as this Agreement has been terminated, the Seller and the Buyer shall each use its commercially reasonable efforts to defend such appeal.

(b) The Seller and the Buyer acknowledge and agree that, following the date of this Agreement, the Seller, its Affiliates and Representatives shall be permitted to solicit inquiries, proposals, offers or bids from, and negotiate with, any Person other than the Buyer relating to any Alternative Transaction, and may take any other affirmative action (including entering into any agreement or letter-of-intent with respect thereto) to cause, promote or assist such Alternative Transaction; provided, however, the Seller and its Affiliates may only enter into, and seek Bankruptcy Court approval of, any definitive agreement with respect thereto if such Alternative Transaction is a Superior Transaction. The Seller and its Affiliates and Representatives shall only be permitted to supply information relating to the Seller, the Company or the Shares to prospective purchasers that have executed a confidentiality agreement with the Seller. None of the Seller nor its Affiliates or Representatives shall have any liability to the Buyer, either under or relating to this Agreement or any applicable Law, by virtue of entering into or seeking Bankruptcy Court approval of such a definitive agreement for an Alternative Transaction which is a Superior Transaction pursuant to this Section 5.3(b).

**SECTION 5.4. Confidentiality.** The Parties acknowledge that the Seller and the Buyer previously executed a Confidentiality Agreement, which Confidentiality Agreement shall continue in full force and effect until completion of the Closing or the closing of a Superior Transaction, at which time the Buyer's obligations thereunder with respect to the Information (as defined in the Confidentiality Agreement) relating solely to the Company shall terminate. Notwithstanding the foregoing, the Parties acknowledge and understand that in connection with seeking the Approval Order and implementation thereof, this Agreement (together with the Exhibits and Schedules attached hereto) will be filed with the Bankruptcy Court and made publicly available, and, prior to the entry of such Approval Order, disclosures relating to the transactions contemplated by this Agreement will be made to the Creditors' Committee, and to their respective advisors and representatives, and the Parties agree that such filing and disclosures will be not be deemed to violate any confidentiality obligations owing to any Party, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. Neither this

Section 5.4 nor any other provision in this Agreement shall in any way limit the disclosure of information by the Seller in connection with the administration of the Bankruptcy Cases.

**SECTION 5.5. Fees and Expenses.** All fees and expenses, including fees and expenses of counsel, financial advisors, and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fee or expense, whether or not the Closing shall have occurred.

**SECTION 5.6. Disclaimer of Warranties.** Notwithstanding anything contained in this Agreement, it is the explicit intent of each Party that the Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given in Article III of this Agreement, and it is understood that, except for the representations and warranties contained herein, the Buyer takes the Shares “as is” and “where is.” Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Article III, the Seller hereby expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to (a) the condition of the assets of the Company (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) or (b) any infringement by the Company of any patent or proprietary right of any Third Party. It is understood that any cost estimates, projections, or other predictions or other statements or information contained or referred to in the offering materials that have been provided to the Buyer are not and shall not be deemed to be representations or warranties of the Seller, the Company or any of their respective Affiliates.

**SECTION 5.7. Reasonable Efforts.** The Seller and the Buyer shall use reasonable efforts consistent with Law to take all actions contemplated by this Agreement and, subject to the Seller’s and the Buyer’s rights to terminate this Agreement pursuant to Article VIII hereof, do all things reasonably necessary to effect the consummation of the transactions contemplated by this Agreement.

## **ARTICLE VI. CONDITIONS TO OBLIGATIONS OF THE BUYER**

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

**SECTION 6.1. Representations and Warranties of the Seller.** All representations and warranties made by the Seller in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date as if again made by the Seller on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

**SECTION 6.2. Performance of the Seller’ Obligations.** The Seller shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date.

**SECTION 6.3. Approval Order.** The Bankruptcy Court shall have entered in the Bankruptcy Case an Order or Orders, in form and substance reasonably acceptable to the Buyer and to the Seller approving this Agreement and authorizing the Seller's performance under this Agreement (the "**Approval Order**") and such Approval Order shall be final and shall not have been vacated, modified or amended, or stayed pending appeal as of the Closing Date.

**SECTION 6.4. No Violation of Orders.** No preliminary or permanent injunction or other Order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity shall be in effect which prevents or prohibits the consummation of any of the transactions contemplated by this Agreement or that makes it illegal for either Party hereto to perform its obligation hereunder.

## **ARTICLE VII. CONDITIONS TO OBLIGATIONS OF THE SELLER**

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

**SECTION 7.1. Representations and Warranties of the Buyer.** All representations and warranties made by the Buyer in this Agreement that are qualified as to materiality (or any variation thereof) shall be true and correct and such representations and warranties that are not so qualified shall be true and correct in all material respects, in each case on and as of the Closing Date as if again made by the Buyer on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

**SECTION 7.2. Performance of the Buyer's Obligations.** The Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date.

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

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

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## **ARTICLE VIII. TERMINATION**

**SECTION 8.1. Termination.** This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing in the following manner:

- (a) by mutual written consent of the Seller and the Buyer;
- (b) by either the Seller or the Buyer, if any Governmental Entity with jurisdiction over such matters shall have issued an order or injunction restraining, enjoining, or otherwise prohibiting the sale of the Shares hereunder and such order, decree, ruling, or other action shall have become final and non-appealable;
- (c) by either the Seller or the Buyer if the Closing shall not have occurred on or before seventieth (70<sup>th</sup>) day from the date of this Agreement (such date, the “**Outside Date**”), but the right to terminate this Agreement under this Section 8.1(c) shall not be available to the Seller or the Buyer if the failure of the Closing to occur prior to the Outside Date is solely the result of the failure by such Party to perform its obligations under this Agreement;
- (d) by either the Seller or the Buyer, at any time on or after (i) the date that the Bankruptcy Court denies the Sale Motion, (ii) the sixtieth (60<sup>th</sup>) day following the date of this Agreement, if the Approval Order has not been entered by the Bankruptcy Court as of the time of such termination or (iii) at any time following the stay or reversal of the Approval Order by a court of competent jurisdiction, and such stay or reversal is not reversed, revoked, voided or vacated within forty-five (45) days thereof; but the right to terminate this Agreement under this Section 8.1(d) shall not be available to the Seller or the Buyer if the failure of any such Order not being entered is solely the result of the failure by such Party to perform its obligations under this Agreement;
- (e) by the Buyer, upon a material breach of any covenant or agreement of the Seller set forth in this Agreement, or if any representation or warranty of the Seller is or becomes untrue, and in each case such material breach or untruth (i)(A) cannot be cured within twenty (20) days of the date on which the Seller receives written notice thereof or (B) has not been cured within thirty (30) days of the date on which the Seller receives written notice thereof and (ii) would result in the failure to satisfy the conditions to Closing set forth in Sections 6.1 or 6.2;
- (f) by the Seller, upon a material breach of any covenant or agreement of the Buyer set forth in this Agreement, or if any representation or warranty of the Buyer is or becomes untrue, and in each case such material breach or untruth (i)(A) cannot be cured within twenty (20) days of the date on which the Buyer receives written notice thereof or (B) has not been cured within thirty (30) days of the date on which the Buyer receives written notice thereof and (ii) would result in the failure to satisfy the conditions to Closing set forth in Section 7.1 or 7.2; or
- (g) by either the Seller or the Buyer if Seller enters into a definitive agreement with respect to an Alternative Transaction.

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**SECTION 8.2. Effect of Termination.** If a Party terminates this Agreement under Section 8.1, then such Party shall promptly give Notice to the other Party specifying the provision hereof pursuant to which such termination is made, and this Agreement shall become void and have no effect, except that the agreements contained in this Article VIII, Section 5.4 and Article IX shall survive the termination hereof. Nothing contained in this Section 8.2 shall relieve any Party from liability for damages actually incurred as a result of any breach of this

Agreement prior to such termination. No termination of this Agreement shall affect the obligations of the Parties pursuant to the Confidentiality Agreement, except to the extent specified in such Confidentiality Agreement.

**ARTICLE IX.  
MISCELLANEOUS**

**SECTION 9.1. Successors and Assigns; No Third Party Beneficiaries.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other party. Other than as set forth in Section 5.10, nothing in this Agreement shall confer upon any Person or entity not a party to this Agreement, or the legal representatives of such Person or entity, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

**SECTION 9.2. Non-Survival of Representations and Warranties.** The representations and warranties of the Parties contained in this Agreement shall terminate upon the earlier of the Closing or the termination of this Agreement pursuant to Article VIII, as the case may be.

**SECTION 9.3. Notices.** All Notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made if delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses:

(a) If to the Buyer, to:

Lender Processing Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Todd C. Johnson, General Counsel  
Facsimile: (904) 357-1036

(b) If to Seller, to:

LandAmerica Financial Group, Inc.  
5600 Cox Road  
Glen Allen, VA 23060  
Attention: Michelle Gluck  
Facsimile: (804) 267-8830

with a copy to:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019

Attention: Paul V. Shalhoub, Esq.  
Mark A. Cagnetti, Esq.  
Facsimile: (212) 728-8111

or to such other Persons or at such other addresses as shall be furnished by either party by like Notice to the other, and such Notice shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 9.3 are concerned unless such changed address is located in the United States of America and notice of such change shall have been given to such other party hereto as provided in this Section 9.3.

**SECTION 9.4. Entire Agreement.** This Agreement, together with the Disclosure Schedule and the Exhibits hereto, and the Confidentiality Agreement, represent the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection with this Agreement other than those expressly set forth herein or in the Disclosure Schedule, exhibits, certificates and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving this Agreement.

**SECTION 9.5. Waivers and Amendments.** The Seller or the Buyer may by written notice to the other: (a) extend the time for the performance of any of the obligations or other actions of the other; (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement; (c) waive compliance with any of the covenants of the other contained in this Agreement; (d) waive performance of any of the obligations of the other created under this Agreement; or (e) waive fulfillment of any of the conditions to its own obligations under this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, whether or not similar, unless such waiver specifically states that it is to be construed as a continuing waiver. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto.

**SECTION 9.6. Severability.** This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

**SECTION 9.7. Titles and Headings.** The Article and Section headings and any table of contents contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

**SECTION 9.8. Signatures and Counterparts.** Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmission by signing a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

**SECTION 9.9. Enforcement of the Agreement.** The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which it is entitled at law or in equity.

**SECTION 9.10. Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York without giving effect to the choice-of-law provisions thereof to the extent that the application of the laws of another jurisdiction would be required thereby. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise under this Agreement and in respect of the transactions contemplated hereby; provided, however, that in the event the Bankruptcy Court at any time declines to accept jurisdiction, each of the Parties hereby irrevocably (i) submits to the jurisdiction of the courts of the State of New York and the federal courts of the United States located in New York, New York regarding any such claim or dispute; (ii) agrees that all claims and disputes shall be heard and determined in such courts; (iii) waives, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the venue of any such claim or dispute brought in such court or any defense of inconvenient forum for the maintenance of such claim or dispute; and (iv) agrees that a judgment in any claim or dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

[Signature Page Follows]



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

LANDAMERICA FINANCIAL GROUP, INC.

By: *A. William Eas*  
Name:  
Title:

LPS ASSET MANAGEMENT SOLUTIONS, INC.

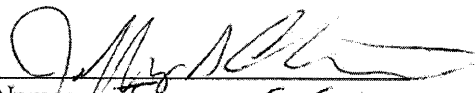
By: \_\_\_\_\_  
Name:  
Title:

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

LANDAMERICA FINANCIAL GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

LPS ASSET MANAGEMENT SOLUTIONS, INC.

By:   
Name: *JEFFREY S. CARSTENER*  
Title: *PRESIDENT and CEO*