

TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT (this "Transition Agreement") is entered into as of October 16, 2009, by and between LandAmerica OneStop, Inc., a Virginia corporation ("LandAm OneStop"), and Default Services Company, a Virginia corporation ("DSC" and collectively with LandAm OneStop, "LandAm") and UTLS DFS, LLC, a Delaware limited liability company, formerly known as ManagementCo Acquisitions, LLC ("UT"), with reference to the following:

A. Pursuant to that certain Asset Purchase Agreement, dated as of October 1, 2009 (as it may be amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), by and between, among others, LandAm and UT, UT has agreed to purchase from LandAm and LandAm has agreed to sell to UT, the assets related to the Default Management Business operated by LandAm.

B. In connection with the Default Management Business, LandAm is currently processing non-judicial foreclosure proceedings in (i) California and Nevada, under the name LandAmerica One Stop, and (ii) Washington, Idaho, Oregon and Arizona under the name Lawyer's Title Insurance pursuant to a certain Transition Services Agreement, dated December 22, 2008, between LandAm's parent company, LandAmerica Financial Group, Inc., and certain other parties ("TSA"). Said non-judicial foreclosures in process by LandAm and for which no trustee sale has occurred as of the date of this Transition Agreement are collectively referred to as the "Foreclosures".

C. Following the Closing, the parties desire an orderly transition to processing the Foreclosures.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LandAm and UT, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** All capitalized terms used in this Transition Agreement, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. **Closing.** In accordance with Section 2.6 of the Asset Purchase Agreement, the Closing shall take place on the date hereof.

3. **Escrow.** On the date hereof, UT shall deposit, or cause to be deposited, an amount equal to \$250,000 in cash (the "Escrow Deposit"), which amount shall be in addition to the Cash Purchase Price payable to LandAm at Closing pursuant to the Asset Purchase Agreement, into an escrow account held by CSC Trust Company of Delaware (the "Escrow Agent"), pursuant to that certain Escrow Agreement, by and between LandAm, UT and the Escrow Agent, dated as of the date hereof (the "Escrow Agreement"). Pursuant to the terms of the Escrow Agreement, the Escrow Deposit shall be available to satisfy any Losses (as defined below) pursuant to Section 13 hereof. On the date that is 90 days after the date hereof (the "Initial Release Date"), an amount equal to one-half of the Escrow Deposit remaining as of such

Initial Release Date, less an amount equal to Losses that are subject to a pending claim as of such Initial Release Date, shall be released to UT. On the date that is 120 days after the date hereof (the "Final Release Date"), the remainder of the Escrow Deposit, if any, shall be released to UT less any portion thereof that has been used to satisfy any Losses pursuant to Section 13 or that is subject to a pending claim as of the Release Date. This Section 3 shall survive the Termination Date.

4. **Foreclosures.** LandAm and UT hereby agree that from and after the Closing, UT, at its sole expense, and to the fullest extent permitted by applicable law, will process the Foreclosures, including, without limitation, conducting trustee sales and executing and recording Trustee Deeds Upon Sale. From and after the Closing, LandAm will have no obligation to process the Foreclosures and will have no responsibility for any cost or expense in processing the Foreclosures, and any all costs and expenses incurred by LandAm with respect thereto shall be reimbursed by UT. LandAm authorizes UT to process foreclosures in CA and NV under the LandAm OneStop name and such other names, if any, used by LandAm in foreclosures pending in CA and NV until 12:01 a.m. on December 23, 2009. LandAm shall have no liability with respect to the processing of the Foreclosures by UT or otherwise. LandAm and UT acknowledge that processing the Foreclosures under the Lawyer's Title Insurance Company name is subject to the consent of Fidelity National Title Insurance Company. Subject to Section 3 and Section 13, this Transition Agreement shall terminate and be of no further force or effect on 12:01 a.m. on December 23, 2009 (the "Termination Date").

5. **Financial Statements.** UT hereby represents and warrants that the pro forma financial statements of UT that were delivered to LandAm on or prior to the date hereof, and the assumptions upon which such pro forma financial statements are based, were prepared by UT in good faith and were derived or based upon reasonable expectations at the time such assumptions, projections and estimates were made.

6. **Additional Insured.** Within five (5) business days of the date hereof, UT shall provide LandAm evidence that LandAm has been named as an additional named insured under the respective E&O policies of UT, effective as of the Closing Date.

7. **Power of Attorney.** In order to effectuate the purpose of this Transition Agreement, LandAm hereby grants UT the limited power of attorney ("Power of Attorney") solely with respect to processing the Foreclosures and executing normal and customary documents in connection with processing the Foreclosures. At the Closing, LandAm shall deliver to UT originals Powers of Attorney, duly executed and notarized, in the form attached hereto as Exhibit "A". The Power of Attorney shall expire and be of no further force or effect on the Termination Date.

8. **Binding Effect.** This Transition Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. **Governing Law.** This Transition Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to principles of conflict of law thereof to the extent that the application of the laws of another jurisdiction would be required thereby.

10. **Modification; Conflicts.** Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Asset Purchase Agreement in any manner whatsoever, including, without limitation, the exclusion of certain assets and liabilities pursuant to Sections 2.4 and 2.5 of the Asset Purchase Agreement and as set forth on Schedules 2.4 and 2.5, respectively, of the Seller Disclosure Schedule. Furthermore, the parties hereto agree that the rights granted under this Transition Agreement shall not be construed to conflict with the exclusion of the name LandAmerica OneStop, Inc. as set forth on Schedule 2.4 of the Seller Disclosure Schedule.

11. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Assignment and Assumption Agreement.

12. **Amendments.** This Transition Agreement cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Transition Agreement, and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

13. **Indemnification.** UT agrees that LandAm shall have no liability with respect to or arising from the processing of any Foreclosures, or the provision of any services set forth in this Transition Agreement, and UT agrees to indemnify, defend and hold harmless LandAm, its officers, directors, shareholders, Affiliates and employees, from and against any and all losses, claims, damages, liability, costs or expenses (including reasonable attorneys' fees and court costs) first arising from and after the date of this Transition Agreement with respect to any Foreclosure or any act or failure to act by UT in connection therewith (collectively, "Losses"), including, without limitation, any action or inaction by UT in processing any of the Foreclosures, recording or not recording any document, recording the wrong document or an incorrect document, giving or not giving any notice, distributing or not distributing any funds, or UT's breach of this Transition Agreement. This Section 13 shall survive termination of this Agreement.

14. **Bankruptcy Approval.** If either LandAm OneStop or DSC (in the event DSC is a trustee in any of the Foreclosures) should file a voluntary petition under the Bankruptcy Code, then, the party filing such petition shall concurrently file with such petition a motion ("Approval Motion") requesting an order approving this Transition Agreement and the Power of Attorney and LandAm OneStop's and/or DSC's agreements hereunder and thereunder, as applicable. In the event an involuntary petition is filed against either LandAm OneStop or DSC, then the party to which the petition is filed shall file the Approval Motion within two (2) business days after receipt of the petition. The party affected by the bankruptcy petition shall diligently process the Approval Motion and use its commercially reasonable efforts to have the Approval Motion heard on an expedited basis. The filing of a bankruptcy petition by or against LandAm OneStop or DSC shall not affect the validity of the Power of Attorney or impair the rights of UT under the Power of Attorney with regard to the unaffected LandAm party.

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The parties hereto have executed this Transition Agreement as of the date first written above.

LANDAMERICA ONESTOP, INC.,
a Virginia corporation

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

DEFAULT SERVICES COMPANY,
a Virginia corporation

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

UTLS DFS, LLC
(f/k/a as ManagementCo Acquisition,
LLC),
a Delaware limited liability company
By: United Tech Lender Services, Inc.,
a Georgia Corporation,
Sole Member

By: _____
Name: _____
Title: _____

The parties hereto have executed this Transition Agreement as of the date first written above.

LANDAMERICA ONESTOP, INC.,
a Virginia corporation

By: _____
Name: _____
Title: _____

DEFAULT SERVICES COMPANY,
a Virginia corporation

By: _____
Name: _____
Title: _____

UTLS DFS, LLC
(f/k/a as ManagementCo Acquisition, LLC),
a Delaware limited liability company
By: United Tech Lender Services, Inc.,
a Georgia Corporation,
Sole Member

By: *S. Vellanki*

Name: Sravan Vellanki

Title: Chairman

Exhibit A

Power of Attorney

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Re LandAm OneStop

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE POWER OF ATTORNEY
(SPECIAL)**

THIS IS AN IRREVOCABLE POWER OF ATTORNEY THAT IS COUPLED WITH AN INTEREST AND CANNOT BE TERMINATED OR RESCINDED. IT IS THE INTENT OF THE PRINCIPAL AND AGENT THAT THIS IRREVOCABLE POWER OF ATTORNEY SURVIVE COMMENCEMENT OF ANY INSOLVENCY PROCEEDINGS UNDER FEDERAL OR STATE LAW.

KNOWN ALL MEN BY THESE PRESENTS: That: **LandAmerica OneStop, Inc.**, a Virginia corporation (“Principal” and/or “LandAm OneStop”), does hereby appoint **UTLS DFS, LLC**, Delaware limited liability company (“Attorney” and/or “Agent”), as the exclusive, true and lawful Attorney-in-Fact for LandAm OneStop and in the LandAm OneStop name, commencing 12:01 a.m. (Pacific time) on October __, 2009 continuing until 12:01 a.m. (Pacific time) on December 22, 2009 when this power shall expire, for the full irrevocable power and authority to act on behalf of LandAm OneStop under the terms of this irrevocable power of attorney. Such expiration shall not affect or invalidate any act, right, power, duty, or obligation taken or not prior to such time and date.

For such limited and special purposes, said Attorney is hereby authorized in Principal's name, and for Principal's use and benefit to process non-judicial foreclosure proceedings in which LandAm OneStop is named as the trustee as of the date hereof (the “Foreclosures”). The right to process such Foreclosures includes all normal and customary actions, notices and execution of all normal and customary documents in connection with such Foreclosures, including, without limitation:

- (A) to complete such Foreclosures, conduct the trustee sale and execute, acknowledge and record Trustee Deeds Upon Sale in the name of LandAm OneStop, Inc. a Virginia corporation, with respect to the real property that is subject to the Foreclosure; and
- (B) to receive and disburse funds and other instruments in writing of whatever kind and nature, and take such other actions, in each case with respect to such Foreclosures, consistent with the laws of the State of California.

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of California.

GIVING AND GRANTING to said Attorney the limited power and authority to do every act set forth above as fully to all intents and purposes as Principal might or could do if personally present.

Subject to the expiration date and time set forth in this irrevocable power of attorney, the rights, powers and authority of the attorney in fact to exercise, perform and cause to be done any and all act whatsoever requisite and necessary by virtue of authority hereof shall remain in full force and effect and are binding upon Principal, its legal representatives, successors and assigns.

LandAmerica OneStop, Inc.
a Virginia corporation

Signature

Print/type name

Title

Corporate seal

Notary jurat

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Re Default Services Company

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE POWER OF ATTORNEY
(SPECIAL)**

THIS IS AN IRREVOCABLE POWER OF ATTORNEY THAT IS COUPLED WITH AN INTEREST AND CANNOT BE TERMINATED OR RESCINDED. IT IS THE INTENT OF THE PRINCIPAL AND AGENT THAT THIS IRREVOCABLE POWER OF ATTORNEY SURVIVE COMMENCEMENT OF ANY INSOLVENCY PROCEEDINGS UNDER FEDERAL OR STATE LAW.

KNOWN ALL MEN BY THESE PRESENTS: That: **Default Services Company**, a Virginia corporation ("Principal" and/or "DSC"), does hereby appoint UTLS DFS, LLC, Delaware limited liability company ("Attorney" and/or "Agent"), as the exclusive, true and lawful Attorney-in-Fact for DSC and in the DSC name, commencing 12:01 a.m. (Pacific time) on October __, 2009 continuing until 12:01 a.m. (Pacific time) on December 22, 2009 when this power shall expire, for the full irrevocable power and authority to act on behalf of DSC under the terms of this irrevocable power of attorney. Such expiration shall not affect or invalidate any act, right, power, duty, or obligation taken or not prior to such time and date.

For such limited and special purposes, said Attorney is hereby authorized in Principal's name, and for Principal's use and benefit to process non-judicial foreclosure proceedings in which DSC is named as the trustee as of the date hereof (the "Foreclosures"). The right to process such Foreclosures includes all normal and customary actions, notices and execution of all normal and customary documents in connection with such Foreclosures, including, without limitation:

- (A) to complete such Foreclosures, conduct the trustee sale and execute, acknowledge and record Trustee Deeds Upon Sale in the name of Default Services Company, a Virginia corporation, with respect to the real property that is subject to the Foreclosure; and
- (B) to receive and disburse funds and other instruments in writing of whatever kind and nature, and take such other actions, in each case with respect to such Foreclosures, consistent with the laws of the State of California.

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of California.

GIVING AND GRANTING to said Attorney the limited power and authority to do every act set forth above as fully to all intents and purposes as Principal might or could do if personally present.

Subject to the expiration date and time set forth in this irrevocable power of attorney, the rights, powers and authority of the attorney in fact to exercise, perform and cause to be done any and all act whatsoever requisite and necessary by virtue of authority hereof shall remain in full force and effect and are binding upon Principal, its legal representatives, successors and assigns.

Default Services Company
a Virginia corporation

Signature

Print/type name

Title

Corporate seal

Notary jurat