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

-----X
In re : Chapter 11
 :
LandAmerica Assessment Corporation, : Case No. 09-31453 (KRH)
 :
Debtor. :
-----X

**DEBTOR’S MOTION FOR ORDER: (A) SCHEDULING EXPEDITED
SALE HEARING TO CONSIDER APPROVAL OF SALE OF
SUBSTANTIALLY ALL OF DEBTOR’S ASSETS; (B) APPROVING
RELATED ASSET PURCHASE AGREEMENT; (C) APPROVING
FORM AND MANNER OF NOTICE OF SALE HEARING
AND (D) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

LandAmerica Assessment Corporation, the above-captioned debtor and debtor in
possession (“LAC” or the “Debtor”), hereby moves for entry of an order, pursuant to sections

105(a) and 363 of title 11 of the United States Code (the “**Bankruptcy Code**”): (a) scheduling an expedited hearing (the “**Sale Hearing**”) to consider approval of the sale (the “**Sale**”) of substantially all of LAC’s assets to Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc. (the “**Buyer**”); (b) approving the related asset purchase agreement (the “**APA**”), which is annexed hereto as Exhibit A;¹ (c) approving the form and manner of notice of the Sale and Sale Hearing; and (d) granting related relief, and respectfully represents as follows:

BACKGROUND

1. On March 6, 2009 (the “**Petition Date**”), LAC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. LAC intends to continue to manage its property pursuant to sections 1107 and 1108 of the Bankruptcy Code. The factual background regarding the Debtor, including its business operations, its capital and debt structure, and the events leading to the filing of this bankruptcy case, is set forth in detail in the Affidavit of G. William Evans, President and Chief Financial Officer of LandAmerica Assessment Corporation, in Support of the Chapter 11 Petition and First Day Pleadings (the “**Evans Affidavit**”), which is incorporated herein by reference.

2. On November 26, 2008, LandAmerica Financial Group, Inc. (“**LFG**”) and LandAmerica 1031 Exchange Services, Inc. (“**LES**”) filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code. LFG and LES continue to manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. On December 3, 2008, the United States Trustee for the Eastern District of Virginia appointed an Official Committee of Unsecured Creditors in the case of (a) LFG (the “**LFG Creditors**”

¹ A copy of the APA is annexed to the Motion filed with the Court. To reduce the cost and expense of service of the Motion, a copy of the APA will not be attached to the service copy of the Motion. However, interested parties may procure a copy of the APA from the website of the Debtors’ claims and noticing agent at <http://chapter11.epiqsystems.com/landamerica>.

Committee"); and (b) LES (the "**LES Creditors' Committee**", and, together with the LFG Creditors' Committee, the "**Creditors' Committees**"). Pursuant to an order of this Court dated November 26, 2008, the chapter 11 cases of LFG and LES are being jointly administered under case number 08-35994. LAC has filed a motion seeking joint administration of its chapter 11 case under this case number as well.

3. No trustee or examiner has been appointed in the chapter 11 cases of LAC, LFG, or LES.

JURISDICTION

4. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code, as supplemented by Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rules 2002-1 and 6004-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the "**Local Bankruptcy Rules**").

LFG'S BUSINESS

5. LFG is a holding company that operates through its various subsidiaries (collectively, with LFG, the "**Company**"). Prior to the Petition Date, approximately 85 to 90% of the Company's revenues were derived from LFG's primary title insurance underwriting subsidiaries – Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and United Capital Title Insurance Company, and their respective subsidiaries (collectively, the "**Underwriters**"). On December 22, 2008, LFG sold its direct and/or indirect ownership of its stock in the Underwriters pursuant to this Court's orders dated December 17, 2008 and December 21, 2008. Prior to such sale, the Company offered a host of products and

services to facilitate the purchase, sale, transfer and financing of residential and commercial real estate that were largely complementary to the Underwriters' businesses. These products and services were offered to a broad-based customer group, including residential and commercial buyers and sellers, real estate agents and brokers, developers, attorneys, mortgage brokers and lenders, and title insurance agents.

6. Since the sale of the Underwriters, LFG has been evaluating and working with the Company's remaining businesses to determine the manner in which to best maximize value, including through one or more sales of the Company's remaining businesses and/or the prompt and orderly wind-down and liquidation of such businesses. In connection with these efforts, the Debtor determined it was appropriate to sell all or substantially all of its principal assets and to commence this chapter 11 case in order to effectuate such sale and provide for a fair and equitable distribution of its estate to its stakeholders.

LAC'S BUSINESS

7. LAC is one of LFG's direct subsidiaries. LAC provides full-service property condition and environmental assessment services to customers throughout the United States, with offices located in California, Illinois, Missouri, New Jersey, New York, North Carolina, Oregon and Texas. LAC specializes in property condition assessment, construction, project monitoring, construction cost analysis, cost segregation services and environmental assessments associated with commercial real estate acquisitions and finance.

8. Specifically, LAC acts as the vendor manager for a wide array of assessment services. Its primary customers are large real estate developers, financial institutions making construction loans, and financial institutions who purchase bundles of real estate loans. Through its working relationships with and utilization of over 1,200 vendors located throughout

the United States, LAC provides customers with assessment reports identifying, locating, and quantifying significant defects, deferred maintenance, required upgrades and obvious code violations at the subject property. It also provides environmental assessments for many commercial transactions to determine the environmental liability risk of a given property. LAC does not perform the actual property assessments, rather, its role in the process is hiring, coordinating, and working directly with the assessment service providers in order to (a) generate client reports and (b) ensure that such reports meet certain standards of quality and are produced in a uniform format regardless of the location in which the assessment was conducted. Typically, the contract between LAC and its customers provides that LAC remains liable for the assessment reports provided to its customers. LAC had approximately \$4.4 million in receivables due and owing to it from its customers as of the Petition Date (collectively, the “Receivables”).²

LAC’S DECISION TO SELL ITS ASSETS

9. As a result of LFG’s filing for chapter 11 relief, the sale of the Underwriters, and the current condition of the commercial real estate market, LAC’s business has been significantly and negatively affected. The number of assessment reports issued by LAC has declined considerably, and LAC has been faced with a significant amount of potential claims and liabilities relating to past assignments. Specifically, in 2006, LAC placed customer orders for approximately 18,000 reports, and this number grew to approximately 21,000 reports in 2007. In 2008, by contrast, the Debtor placed orders for less than 14,000 reports, and, in the past four months, the number of orders has declined even more severely – while over 1000 orders

² Of such amount, approximately \$1.4 million of the Receivables are over 180 days past due.

were placed in November 2008, approximately 600 were placed in December 2008, and less than 400 orders were placed in both January 2009 and February 2009, respectively.

10. The decline in revenue and operating cash flow combined with the increase in claims from customers has resulted in severe liquidity issues for LAC. Immediately prior to the Petition Date, LAC projected that it would have approximately \$830,000 of total negative operating cash flow from March through June 2009.³ In addition, on March 4, 2009, the number of employees utilized in LAC's business was reduced from approximately 37 to 19.

11. In light of these events and prior monthly losses, in early February 2009, LFG and LAC began to pursue the sale of LAC's business. Working with Zolfo Cooper, over the past month LAC has conducted a focused sale process, contacting approximately six potential strategic buyers that it believed would be most interested and capable of pursuing a transaction. Approximately four of these parties executed non-disclosure agreements with LAC. Five of the six parties contacted are strategic buyers who already have a presence in the assessment, environmental consulting, or property insurance businesses. The final interested party was one of LAC's officers who managed its business prior to the Petition Date.

12. After providing the interested parties with an overview of its business, LAC also provided them with: (a) balance sheet information for the years 2006 through 2008, (b) accounts receivable detail as of January 31, 2009 in order to capture the Receivables due and owing to LAC, and (c) monthly revenue figures for October 2008 through January 2009. LAC subsequently received an offer from the Buyer, and began to negotiate the APA on the terms described below. Although LAC received one other offer, it determined that the offer made by

³ The monthly cash flow estimates as projected by LAC are as follows: March 2009: (\$11,000); April 2009: (\$148,000); May 2009: (\$173,000); June 2009: (\$498,000).

the Buyer would result in greater consideration and, therefore, proceeded to negotiate definitive terms and conditions of a sale (subject to higher and/or otherwise better offers).

THE NEED FOR AN EXPEDITED SALE

13. As set forth in Section 2.2 of the APA, the total purchase price of the Transferred Assets (as defined below) is adjustable based on the closing date such that (a) if the closing of the Sale occurs fewer than twenty-one (21) days after March 6, 2009, the purchase price shall total approximately \$2,008,175 in cash, (b) if the closing occurs twenty-one (21) or more days after March 6, 2009, but fewer than thirty-one (31) days after March 6, 2009 the purchase price shall total approximately \$1,903,175 in cash, and (c) if the closing occurs thirty-one (31) or more days after March 6, 2009, the purchase price shall total approximately \$1,798,175 in cash. The APA may be terminated pursuant to Section 9.1(c) if an order approving the Sale and the APA is not entered within forty-five (45) days of March 6, 2009. Thus, the more expeditiously the Sale is consummated, the greater the consideration that will be received. The purchase price formula was structured in this manner because both LAC and the Buyer believe that, unless the Sale to the Buyer is consummated quickly, there will be further deterioration in the value of LAC's business. Moreover, LAC believes that if it is unable to consummate the Sale to the Buyer, any future sale of LAC's assets may yield a significantly lower price or, if no buyer is found, no value at all.

14. LAC's principal assets are (a) its close working relationship with over 1,200 vendors nationwide who conduct assessments, each of whom has gone through LAC's internal approval process with LAC and (b) the Receivables. LAC believes that, absent near term certainty that its assets will be sold and its remaining employees hired by the Buyer, LAC's few remaining employees may leave the company, taking with them the customer and vendor

relationships which are the key assets of the business and, without which, the value of LAC's assets would be considerably lower.

15. Furthermore, LAC's business is currently operating on a cash-flow negative basis, and every day spent in chapter 11 increases the real and palpable risk of further business loss and value deterioration. Moreover, LAC believes that the Receivables will become increasingly difficult to collect with each passing day and may have minimal value to a future buyer. Thus, LAC must quickly consummate a sale of its business in order to preserve and realize its value. An expeditious sale of LAC's assets to the Buyer pursuant to the APA therefore represents a sound exercise of business judgment by LAC.

SUMMARY OF RELIEF REQUESTED

16. LAC requests, pursuant to sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014, that the Court (a) schedule the Sale Hearing so that it takes place no later than March [25], 2009; (b) approve the sale of the Transferred Assets (as defined below) to the Buyer and the related APA; (c) approve the form and manner of notice of the Sale and Sale Hearing; and (d) grant other related relief. A copy of the proposed order approving the Sale Notice (as defined below) and scheduling the Sale Hearing is annexed hereto as Exhibit B. A copy of the proposed order approving the Sale (the "**Sale Order**") is annexed hereto as Exhibit C.

THE APA

17. The APA includes the following salient provisions:⁴
- (a) Purchased Assets. On the closing date of the Sale, LAC shall sell, transfer, and deliver to the Buyer all of LAC's title and interest in (i) all

⁴ To the extent there are any inconsistencies between the summary description of the APA contained herein and the terms and conditions of the APA, the terms of the APA control.

projects and other work commenced by LAC but not yet completed as of the closing date and all contracts and agreements to which LAC is a party with respect thereto (the “**Work in Progress**”), (ii) all Receivables outstanding as of February 28, 2009 or that arise prior to the closing date, and (iii) each of the assets set forth on section 1.1 of the Disclosure Schedule to the APA (collectively, the “**Transferred Assets**”), in accordance with the terms of the APA, free and clear of all liens and claims against the Transferred Assets.

- (b) **Purchase Price.** The total purchase price of the Transferred Assets is adjustable based on the closing date such that (i) if the closing occurs fewer than twenty-one (21) days after March 6, 2009, the purchase price shall total approximately \$2,008,175 in cash, (ii) if the closing occurs twenty-one (21) or more days after March 6, 2009, but fewer than thirty-one (31) days after March 6, 2009 the purchase price shall total approximately \$1,903,175 in cash, and (iii) if the closing occurs thirty-one (31) or more days after March 6, 2009, the purchase price shall total approximately \$1,798,175 in cash. The purchase price of the Transferred Assets also includes a cash deposit of \$50,000 paid to LAC on March 6, 2009. The APA may be terminated if an order approving the Sale and the APA is not entered within forty-five (45) days of March 6, 2009. In addition, the Buyer will assume certain liabilities of LAC, including paying, performing and discharging when due: (i) all obligations and duties to perform any of the Work in Progress and to pay any third-party liabilities directly associated with and related to such Work in Progress that are billed and invoiced to LAC on or after March 1, 2009; and (ii) all liabilities and obligations with respect to or relating to the Transferred Assets that accrue after closing (collectively, the “**Assumed Liabilities**”). Any liability or obligation of LAC other than the Assumed Liabilities will be retained by LAC.
- (c) **Purchase Price Adjustment.** Two (2) days prior to the closing date (unless the Buyer and LAC agree otherwise in writing), LAC is required to prepare and deliver to the Buyer (i) a report detailing the actual employment costs (i.e., ordinary wages, benefits and the employer’s share of any withholding tax) it has incurred with respect to the business between March 6, 2009 and the closing date (such amount, the “**Closing Date Employment Costs**”), and (ii) a report detailing the amount of cash collected by LAC in respect of the Receivables for the period between February 28, 2009 and the closing date (the “**Collected Accounts Receivable**”). On the closing date, the purchase price (i) will be increased on a dollar-for-dollar basis by an amount equal to the Closing Date Employment Costs (not exceeding one hundred and twenty thousand dollars (\$120,000)), subject to the Buyer’s reasonable verification of the Closing Date Employment Costs, and (ii) reduced on a dollar-for-dollar basis by an amount equal to the Collected Accounts Receivable.

- (d) Closing Deliverable. Article II, Sections 2.5 and 2.6 of the APA contains various closing deliverables, including a duly executed Request for Dismissal by LAC, dismissing (with prejudice) its legal action against the Buyer.⁵
- (e) Continued Employment for Employees and Other Employee Matters. While the Buyer is under no obligation to continue the employment of the employees of LAC or its affiliates as of March 5, 2008 (the “**Current Employees**”) after the closing, LAC expects that the Buyer will require and therefore retain most of the Current Employees following the closing in order to continue to run the business.
- (f) Use of Names. For the period commencing on the closing date, and ending on the one hundred and fiftieth (150th) day after the closing date, LAC and its affiliates shall permit Buyer to use and employ pursuant to a non-exclusive, non-transferable, royalty-free license and right to use, the name “LandAmerica Assessment”, or any similar name and any logo incorporating such name.
- (g) Closing Conditions. Articles VII and VIII of the APA contains various closing conditions, including accuracy of representations and warranties contained in the APA, material compliance with covenants and agreements, and the absence of an order preventing the Sale.
- (h) Bankruptcy Court Approval. The APA is subject to Court approval.
- (i) Access and Investigation. During the period commencing on March 6, 2009 and ending on the closing date, LAC must afford the Buyer and its representatives reasonable access, during regular business hours, to evaluate the Transferred Assets. In the event that the Buyer, after evaluating the Transferred Assets, reasonably believes the Transferred Assets are materially unsatisfactory, the Buyer may terminate the agreement upon written notice to LAC provided that such notice is sent by the close of business on the fifth business day following March 6, 2009.
- (j) Higher and/or Otherwise Better Offers. Although LAC is not requesting that the Court establish a formal bidding and auction process, the APA is subject to the receipt of higher and/or otherwise better offers and LAC intends to provide notice of this Motion to, among others, all other

⁵ LAC is the plaintiff in LandAmerica Assessment Corporation v. Michael Evans Howell and Partner Engineering and Science, Inc., an action which is currently pending in state court in Dallas, Texas (the “**Action**”). In the Action, LAC has alleged, among other things, that a former employee of LAC misappropriated trade secrets and confidential information from LAC (in violation of his employment agreement’s non-compete provision) and provided such information to Partner Engineering and Science, Inc., his new employer. The Action seeks actual compensatory and punitive damages, disgorgement of funds unjustly obtained, attorneys’ fees, interest; and costs.

potential buyers of LAC that it previously contacted. Thus, such parties will have the opportunity to offer more value should they desire to pursue a transaction and submit a competing bid.⁶

NOTICE OF THE SALE AND SALE HEARING

18. Pursuant to Bankruptcy Rule 2002(a), unless the Court orders otherwise for cause, LAC is required to provide creditors with twenty (20) days' notice of the Sale Hearing. Pursuant to Bankruptcy Rule 2002(c), LAC also is required to notify its creditors of the proposed sale, including a disclosure of the time and place of the Sale Hearing, the terms and conditions of the Sale, and the deadline for filing any objections. It is necessary to shorten the customary notice period, pursuant to Bankruptcy Rule 9006, to (a) secure the highest purchase price available under the APA and (b) avoid the further erosion of value of LAC's assets. As set forth above, the purchase price in the APA decreases by \$105,000 if the Sale does not close within 20 days of its execution on March 6, 2009, and an additional \$105,000 if the Sale does not close within 30 days of execution. In order to maximize the value of its assets for its creditors, LAC seeks to secure the highest purchase price possible and therefore is seeking approval of the Sale on expedited notice.

19. LAC proposes to serve a notice of the Sale Hearing (substantially in the form annexed hereto as Exhibit D, the "**Sale Notice**"), by electronic mail or fax (where available) or, if not available, by first class mail, upon (a) the Office of the United States Trustee for the Eastern District of Virginia, (b) the attorneys for the Creditors' Committees, (c) those creditors holding the twenty (20) largest unsecured claims against LAC's estate, (d) all known creditors of LAC, (e) all parties that previously expressed an interest in purchasing the principal assets of LAC, (f) all parties who have requested notice in the chapter 11 cases of LFG, LES, or

⁶ Any party that desires to submit a competing bid should immediately contact LAC's undersigned counsel.

LAC, (g) such other parties entitled to receive notice pursuant to this Court's December 23, 2008 amended administrative order entered in the cases of LFG and LES, and (h) any other parties required by the Court. LAC intends to commence service of the Sale Notice no later than one business day following the Court's scheduling of the Sale Hearing. LAC also intends to post a copy of the Sale Notice, this Motion, the APA, and the Sale Order on the internet at: <http://chapter11.epiqsystems.com/landamerica> (the "**Website**"). The Sale Notice will provide that any party wishing to submit a competing bid should submit such bid on or before the objection deadline for the Motion by delivering a definitive mark-up of the APA showing the changes that such competing bidder proposes.

AUTHORITY FOR REQUESTED RELIEF

A. Sound Business Judgment Exists to Support the Sale

20. Ample authority exists for approval of the proposed Sale. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that a debtor in possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under section 363(b), approval of a sale is appropriate if the court finds the transaction has a sound business purpose or represents a reasonable business judgment on the part of the debtor. See In re WBQ Partnership, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995) (adopting "sound business purpose" test for section 363(b) sales as set forth in In re Lionel Corp.); In re W.A. Mallory Company, Inc., 214 B.R. 834, 836-37 (Bankr. E.D. Va. 1997) (noting that court follows the "sound business purpose" test when examining section 363(b) sales).

21. Although section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor's

assets prior to confirmation of a plan, courts in other Circuits have required that the decision to sell assets outside the ordinary course of business be based upon the sound business judgment of the debtor. See In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986); see also Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983); Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (D. Del. 1999); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D.D.C. 1991). This District also has adopted the “sound business purpose” test for section 363(b) sales. See In re WBQ Partnership, 189 B.R. at 102. The debtor has the burden of proving the following four elements: (a) a sound business reason or emergency justifies a pre-confirmation sale; (b) the sale has been proposed in good faith; (c) adequate and reasonable notice of the sale has been provided to interested parties; and (d) the purchase price is fair and reasonable. See id.

22. As to the first element, LAC’s decision to proceed with the Sale under the APA is based upon sound business judgment and should be approved. A debtor’s showing of a sound business purpose need not be unduly exhaustive but, rather, a debtor is “simply required to justify the proposed disposition with sound business reasons.” In re Baldwin United Corp., 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984). Whether or not there are sufficient business reasons to justify a transaction depends upon the facts and circumstances of each case. See Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983). Given the declining business operations of LAC and its current negative cash-flow status, LAC must quickly consummate a sale in order to preserve and realize its value before it further deteriorates, at best, or is lost, at worst. If the Sale to the Buyer or a competing bidder is not

consummated quickly, it is extremely likely that LAC may not be able to secure another buyer and will receive no value for the Transferred Assets.

23. Second, the Sale has been proposed in good faith through arm's length negotiations. "A negotiation conducted at arm's length helps to insure that the agreed price ultimately will be fair and reasonable." In re WBQ Partnership, 189 B.R. at 103. The terms of the APA were negotiated in good faith and at arm's length, and all parties were represented by counsel. In marketing its assets to potential purchasers, LAC treated the Buyer in an identical manner as the other interested parties. Moreover, there is no evidence of fraud or collusion in terms of the proposed sale. Although the Buyer is a defendant in a lawsuit, the terms of the APA were negotiated at arm's length and in good faith, and the consideration offered under the APA exceeds all other offers received.

24. Third, LAC intends to provide adequate and reasonable notice of the Sale Hearing to interested parties, as described herein, including all parties contacted by Zolfo Cooper or who previously expressed any interest in purchasing LAC's principal assets.

25. Fourth, the purchase price in the APA is fair and reasonable given the circumstances. In WBQ Partnership, the Court found that, based on the "unique situation" presented, a public auction would not command a higher price than the private sale proposal it was presented with by the debtor. Id. at 104. Accordingly, the Court held that "the proposed purchase price is fair and reasonable, and that the proposed sale satisfies the elements of the sounds business purpose test under 11 U.S.C. §363(b)." Id. Similarly, LAC believes, in the exercise of its business judgment, that it would not be able to command a higher price through a formal auction of LAC and the delay of an extended sales process would only serve to decrease the value of LAC's business. LAC already has endeavored to market its assets and believes it

has pursued an adequate marketing process. Moreover, were another offer to be received after the filing of this Motion, the Sale remains subject to higher and better offers.

26. Section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case under the Bankruptcy Code. Section 105(a) provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Provided that a bankruptcy court does not employ its equitable powers to achieve a result not contemplated by the Bankruptcy Code, the exercise of its section 105(a) power is proper. In re Fesco Plastics Corp., 996 F.2d 152, 154 (7th Cir. 1993); Pincus v. Graduate Loan Ctr. (In re Pincus), 280 B.R. 303, 312 (Bankr. S.D.N.Y. 2002). Pursuant to section 105(a), a court may fashion an order or decree that helps preserve or protect the value of a debtor’s assets. See, e.g., Chinichian v. Campolongo (In re Chinichian), 784 F.2d 1440, 1443 (9th Cir. 1986) (“Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code.”); In re Cooper Props. Liquidating Trust, Inc., 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (noting that bankruptcy court is “one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of its creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws.”).

27. Moreover, Bankruptcy Rule 6004(f)(1) provides that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Courts often allow a chapter 11 debtor to sell assets outside the ordinary course of business by private sale when the debtor demonstrates that the sale is permissible pursuant to section 363(b) of the Bankruptcy Code. See, e.g., In re Loral Space & Communications Ltd., et al., Case No. 03-41710 (RDD) (Bankr. S.D.N.Y. Sep. 30, 2005); In re International Wire Group, Inc., et al., Case No. 04-11991

(BRL) (Bankr. S.D.N.Y. June 10, 2004); Palermo v. Pritam Realty, Inc. (In re Pritam Realty, Inc.), 233 B.R. 619 (D.P.R. 1999) (upholding bankruptcy court approval of private sale); In re Wieboldt Stores, Inc., 92 B.R. 309 (N.D. Ill. 1988) (affirming right of chapter 11 debtor to transfer assets by private sale); In re Condere Corp. 228 B.R. 615 (Bankr. S.D. Miss. 1998) (approving private sale of chapter 11 debtor's assets when section 363(b) standards met).

28. The Debtor respectfully submits that the relief sought by this Motion not only is reasonable, but necessary, to maximize the value of its estate for the benefit of the Debtor and its stakeholders, as the Sale will result in the highest and best recovery for the Debtor on account of a sale of its assets. For reasons explained elsewhere herein, the Debtor believes the sale of its business and assets must occur quickly. A lengthy sale and notice period simply is not necessary or appropriate given the circumstances.

B. The Proposed Sale is Proposed in "Good Faith" Under Section 363(m) of the Bankruptcy Code

29. LAC requests that the Court find that the Buyer is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale.

Section 363(m) of the Bankruptcy Code provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b) . . . of this section of a sale . . . of property does not affect the validity of a sale . . . under such authorization to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m).

30. Section 363(m) of the Bankruptcy Code thus protects purchasers of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that they will lose their interest in the purchased assets if the order allowing the sale is reversed on appeal. Although the Bankruptcy Code does not define "good faith purchaser," courts, construing section 363(m) of

the Bankruptcy Code, have held that “the phrase encompasses one who purchases in ‘good faith’ and for ‘value.’” See, e.g., Abbotts Dairies, 788 F.2d at 147. To constitute lack of good faith, a party’s conduct in connection with the sale must usually amount to “fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.” Id. (citing In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)). See also In re Bedford Springs Hotel, Inc., 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989); In re Perona Bros., Inc., 186 B.R. 833, 839 (D.N.J. 1995). Due to the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the “integrity of [an actor’s] conduct during the sale proceedings.” In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)).

31. Here, the proposed Sale to the Buyer is one that should be afforded the protections of section 363(m). The terms of the APA were negotiated in good faith and at arm’s length, and all parties were represented by counsel. The Buyer is not an insider of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. Moreover, there is no evidence of fraud or collusion in terms of the proposed sale. Under the circumstances, the Buyer should be afforded the protections that section 363(m) of the Bankruptcy Code provides to a good faith purchaser.

C. The Proposed Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy Code

32. Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell all or any part of its property free and clear of any and all liens, claims, or interests in such property if: (a) such a sale is permitted under applicable non-bankruptcy law; (b) the party asserting such a lien, claim, or interest consents to such sale; (c) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property;

(d) the interest is the subject of a *bona fide* dispute; or (e) the party asserting the lien, claim, or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. 11 U.S.C. § 363(f); see also In re Collins, 180 B.R. 447, 449-50 (Bankr. E.D. Va. 1995) (“Section 363(f) is phrased in the disjunctive, such that only one of the enumerated conditions must be met in order for the Court to approve the proposed sale.”); In re P.K.R. Convalescent Centers, Inc., 189 B.R. 90, 93-94 (Bankr. E.D. Va. 1995)(Tice, C.J.) (“[Section] 363 covers more situations than just sales involving liens . . . Section 363(f) addresses sales free and clear of any interest . . .”).

33. LAC does not believe that the Transferred Assets are encumbered by any lien or interest against them. Nevertheless, to the extent any valid lien does exist, LAC believes any such interest will be adequately protected because the Sale Order will provide that any lien, claim, or encumbrance on the Transferred Assets will attach to the net proceeds of the sale, subject to any claims and defenses that LAC may possess with respect thereto. Moreover, even if a party did hold liens against the Transferred Assets (which LAC does not believe to be the case), LAC believes that the purchase price for the Transferred Assets is greater than the aggregate value of all liens on the Transferred Assets, satisfying section 363(f)(3) of the Bankruptcy Code. Thus, a sale of the Transferred Assets free and clear of all liens, claims, encumbrances and interests, with any such liens, claims, encumbrances and interests to attach to the net proceeds of the Sale, is appropriate and may be approved by the Court.

D. Relief from Bankruptcy Rules 6003(b) and 6004(h) is Appropriate

34. Bankruptcy Rule 6003(b) permits a debtor to use, sell, lease, or otherwise incur an obligation regarding property of the estate during the first 20 days of a case only to the extent necessary to avoid immediate and irreparable harm. As set forth in greater detail above, it is necessary to consummate the Sale expeditiously to avoid both the immediate deterioration of

value of the business and the decrease in the price obtained by LAC under the APA that would result if consummation of the proposed Sale is unduly delayed. Accordingly, LAC respectfully submits that Bankruptcy Rule 6003(b) is satisfied.

35. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.” LAC and the Buyer desire that the Sale Order be effective immediately upon its entry such that the Sale can close as soon as possible after entry of the Sale Order. LAC therefore requests a waiver of the ten-day stay under Bankruptcy Rule 6004(h).

NOTICE

36. Notice of this Motion has been or will be given to (a) the Office of the United States Trustee for the Eastern District of Virginia, (b) the attorneys for the Creditors’ Committees, (c) those creditors holding the twenty (20) largest unsecured claims against LAC’s estate, (d) all parties that previously expressed an interest in purchasing the Transferred Assets, (e) all parties who have requested notice in the chapter 11 cases of LES, LFG, or LAC, (f) such other parties entitled to receive notice pursuant to this Court’s December 23, 2008 amended administrative order entered in the cases of LFG and LES, and (g) any other parties required by the Court. LAC submits that no other or further notice is required.

NO PRIOR REQUEST

37. No previous motion for the relief sought herein has been made to this or to any other Court.

WAIVER OF MEMORANDUM OF LAW

38. Pursuant to Local Rule 9013-1(G), and because there are no novel issues of law presented in the Motion and all applicable authority is set forth in the Motion, the Debtor requests that the requirement that all motions be accompanied by a separate written memorandum of law be waived.

CONCLUSION

WHEREFORE, LAC respectfully requests that the Court grant the Motion and such other and further relief as the Court deems just and proper.

Dated: Richmond, Virginia
March 9, 2009

Respectfully submitted,

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Proposed Attorneys for the Debtor and
Debtor in Possession

Exhibit A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

by and between

LANDAMERICA ASSESSMENT CORPORATION

and

PARTNER ASSESSMENT CORPORATION

Dated as of March 6, 2009

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List of Exhibits

- Exhibit A – Overview of Seller’s Business
- Exhibit B – Form of Bill of Sale
- Exhibit C – Form of Assignment and Assumption Agreement
- Exhibit D – Non-Foreign Person Affidavit
- Exhibit E – Form of Request for Dismissal
- Exhibit F – Accounts Receivable as of February 28, 2009

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 6, 2009 ("Agreement Date") is made and entered into between Partner Assessment Corporation, a California corporation ("Buyer") and LandAmerica Assessment Corporation, a Virginia corporation ("Seller").

In consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties 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 equally applicable to both the singular and plural forms.

"Action" means any order, writ, injunction, judgment or decree or any claim, suit, litigation, administrative hearing, proceeding, labor dispute, arbitration, or other adversary proceeding or any governmental audit or investigation.

"Accounts Receivable" means all accounts receivable of Seller outstanding as of February 28, 2009 as set forth in the A/R Report attached hereto as of Exhibit F and any receivables created by the Seller after such date and on or prior to the Closing.

"Affiliate" means, with respect to any Person, any other Person which, at the time of determination, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under Common Control with such Person.

"Agreement" has the meaning set forth in the preamble.

"Ancillary Documents" means, collectively, the Buyer Ancillary Documents and the Seller Ancillary Documents.

"Approval Order" shall have the meaning set forth in Section 5.5(a).

"Accounts Receivable Report" or "A/R Report" means a detailed listing of Seller's Accounts Receivable as of the date of such report, itemized by dollar amount, client and individual account and prepared in a manner consistent with past practice, which report shall indicate the aggregate dollar amount of Accounts Receivable in the following categories: (1) 0-90 days past due, (2) 90-120 days past due, (3) 120-180 days past due, (4) 180-365 days past due, and (5) more than 1 year past due.

"Alternative Transaction" means the direct or indirect sale, transfer or other disposition, in one or more transactions, of the Transferred Assets to one or more Third Parties.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bankruptcy Case" means the chapter 11 case of Seller.

"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” means the Seller’s business as reasonably described on the overview of Seller’s business provided by Seller, attached as Exhibit A.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which commercial banks are not generally open for business in New York City.

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

“Buyer Ancillary Documents” means all agreements, instruments and documents being or to be executed and delivered by Buyer or an Affiliate of Buyer under this Agreement or in connection herewith.

“Buyer Disclosure Schedule” has the meaning set forth in Article IV.

“Cause” means (i) such Current Employee’s act(s) of gross negligence or willful misconduct in the course of Current Employee’s employment that is or could reasonably be expected to be materially injurious to Seller or any of its Affiliates, (ii) willful failure or refusal by Current Employee to perform in any material respect his duties or responsibilities, (iii) misappropriation by Current Employee of any assets or business opportunities of Seller or any of its Affiliates, (iv) embezzlement or fraud committed by Current Employee, or at his direction, (v) Current Employee’s conviction of, indictment for, or pleading “guilty” or “no contest” to, (x) a felony or (y) any other criminal charge that has, or could be reasonably expected to have, an adverse impact on the performance of Current Employee’s duties to Seller or its Affiliates or otherwise result in material injury to the reputation or business of Seller or its Affiliates, or (vi) any material violation of the policies of Seller or its Affiliates, including but not limited to those relating to sexual harassment or business conduct, and those otherwise set forth in the manuals or statements of policy of Seller or its Affiliates.

“Closing” has the meaning set forth in Section 2.4.

“Closing Date” has the meaning set forth in Section 2.4.

“Closing Date Employment Costs” has the meaning set forth in Section 2.7.

“Collected Accounts Receivable” has the meaning set forth in Section 2.7.

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

“Confidentiality Agreement” means that certain Confidentiality Agreement by and between Seller and Buyer, dated as of February 17, 2009.

“Control” means, as to any Person, the ownership or possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled by” and “under Common Control with” have correlative meanings.

“Creditors’ Committee” means the official statutory committee appointed in the chapter 11 case of LandAmerica Financial Group, Inc.

“Current Employees” has the meaning set forth in Section 3.9.

“Deposit” has the meaning set forth in Section 2.2(a).

“Due Diligence Notice Date” has the meaning set forth in Section 5.1.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Expense Reimbursement Fee” means thirty thousand dollars (\$30,000), which the parties agree is for the purpose of compensating Buyer for expenses incurred in pursuing this transaction and shall constitute an allowed administrative expense in the Bankruptcy Case.

“Filing Date” means the date of Seller’s filing of the Bankruptcy Case.

“GAAP” means United States generally accepted accounting principles as in effect on the Agreement Date.

“Governmental Entity” has the meaning set forth in Section 3.3.

“Knowledge of Seller” means, as to a particular matter, the actual knowledge of any of the individuals set forth in Section 1.1 of the Disclosure Schedule.

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

“Lien” means any lien, pledge, charge, claim, security interest or similar encumbrance.

“Losses” means all losses, damages, liabilities, costs and expenses, including, without limitation, settlement costs and reasonable legal, accounting and other expenses for investigating or defending any actions.

“Material Adverse Effect” means, with respect to Seller, a material adverse effect on the ability of Seller to timely consummate the transactions contemplated by this Agreement; except that any such material adverse effect that results from or arises out of any of the following shall not be considered in determining whether a Material Adverse Effect has occurred: (A) the announcement of the execution and delivery of this Agreement; (B) events relating to or resulting from the Chapter 11 case of LandAmerica Financial Group, Inc. and/or the Chapter 11 case of LandAmerica 1031 Exchange Services, Inc.; (C) changes in general economic or political conditions or recent conditions of the securities markets in general; (D) the taking of any action specifically required by this Agreement; (E) changes in Laws or changes in GAAP; (F) any outbreak or escalation of hostilities or war or any act of terrorism; (G) any weather-related or other force majeure event; (H) any outbreak of illness or other public health-related event; or (I) any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that are generally applicable to Persons engaged in the industry in which Seller operates.

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

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or other entity or Governmental Entity.

“Purchase Price” has the meaning set forth in Section 2.2.

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

“Retained Liabilities” has the meaning set forth in Section 2.3.

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

“Selected Employees” has the meaning set forth in Section 5.3.

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

“Seller Ancillary Documents” means all agreements, instruments and documents being or to be executed and delivered by Seller or any of its Affiliates under this Agreement or in connection herewith.

“Seller Disclosure Schedule” has the meaning set forth in Article III.

“Superior Transaction” means one or more bona fide proposals made by one or more Third Parties for one or more Alternative Transactions that represent, alone or in the aggregate, and in Seller’s sole discretion (subject to Bankruptcy Court approval), a higher or better offer the Transferred Assets than the offer made by Buyer for the Transferred Assets pursuant to the terms of this Agreement.

“Tax” means (i) all federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, duties, intangibles, franchise, backup withholding, value added and other taxes, charges, levies or like assessments together with all penalties and additions to tax and interest thereon and (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person’s taxes as a transferee or successor, by contract or otherwise.

“Tax Return” means any federal, state, local or foreign (including any other governmental subdivision or taxing authority) tax return, report or similar statement, and any declaration, statement, claim for refund, report, schedule, form, or information return, or any amendment to any of the foregoing, relating to Taxes and all attachments thereto, as well as any records or documents that are required to be kept or maintained by applicable Law.

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

“Transfer Taxes” means any real property transfer or gains, real property excise, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording, registration and other fees, and any similar Taxes which become payable in connection with the transactions contemplated by this Agreement.

“Transferred Assets” shall mean all of Seller’s right, title and interest in and to the (i) Work in Progress, (ii) the Accounts Receivable and (iii) each of the assets set forth on Section 1.1 of the Disclosure Schedule.

“Work in Progress” means all projects and other work commenced by Seller but not yet completed as of the Closing Date and all contracts and agreements to which Seller is a party with respect thereto.

ARTICLE II.

PURCHASE AND SALE

Section 2.1. Purchase and Sale. On the Closing Date, subject to the terms and conditions of this Agreement, Seller shall sell, transfer and deliver to Buyer free and clear of any and all liens, claims, pledges and encumbrances, and Buyer shall purchase from Seller, the Transferred Assets.

Section 2.2. Purchase Price. The Purchase Price for the Transferred Assets shall be:

(a) On the date of the Agreement, a cash payment of Fifty Thousand Dollars (\$50,000), payable by wire transfer of immediately available funds (the “Deposit”);

(b) On the Closing Date, a cash payment of the following, payable by wire transfer of immediately available funds, to be adjusted at Closing pursuant to Section 2.7 (the “Purchase Price”):

(i) Two Million, Eight Thousand, One Hundred Seventy Five Dollars (\$2,008,175) if the Closing occurs fewer than twenty-one (21) days after the Agreement Date; or

(ii) One Million, Nine Hundred and Three Thousand, One Hundred Seventy Five Dollars (\$1,903,175) if the Closing occurs twenty-one (21) or more days after the Agreement Date, but fewer than thirty one (31) days after the Agreement Date; or

(iii) One Million, Seven Hundred and Ninety Eight Thousand, One Hundred Seventy Five Dollars (\$1,798,175) if the Closing occurs thirty-one (31) days or more after the Agreement Date.

Section 2.3. Assumption of Liabilities. From and after the Closing Date, Buyer shall assume and Buyer hereby agrees to pay, perform and discharge when due, only the following liabilities and obligations (whether known, unknown, absolute, contingent or otherwise) of Seller related to the Transferred Assets (such liabilities and obligations are hereinafter referred to as the “Assumed Liabilities”):

(a) all obligations and duties to perform any of the Work in Progress and to pay any third-party liabilities directly associated with and related to such Work in Progress that are billed and invoiced to Seller on or after March 1, 2009; and

(b) all liabilities and obligations with respect to or relating to the Transferred Assets that accrue after the Closing Date.

ANY LIABILITY OR OBLIGATION OF SELLER OTHER THAN THE ASSUMED LIABILITIES SHALL BE RETAINED BY SELLER (THE “RETAINED LIABILITIES”). EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 2.3, NEITHER BUYER NOR ANY AFFILIATE OF BUYER ASSUMES OR AGREES TO BECOME LIABLE FOR OR SUCCESSOR TO ANY LIABILITIES OR OBLIGATIONS WHATSOEVER, LIQUIDATED OR UNLIQUIDATED, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, WHETHER OF SELLER, ANY PREDECESSOR THEREOF, OR ANY OTHER PERSON, OR OF THE BUSINESS. NO OTHER STATEMENT OR

PROVISION IN THIS AGREEMENT AND NO OTHER STATEMENT, WRITTEN OR ORAL, ACTION OR FAILURE TO ACT INCLUDES OR CONSTITUTES ANY SUCH ASSUMPTION OR AGREEMENT, AND ANY STATEMENT TO THE CONTRARY BY ANY PERSON IS UNAUTHORIZED AND HEREBY DISCLAIMED.

Section 2.4. Closing. The closing of the sale and purchase of the Transferred Assets (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 VII and VIII 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) at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, unless another date, time or place is agreed to in writing by the parties hereto. The actual date and time of the Closing are herein referred to as the “Closing Date.”

Section 2.5. Seller’s Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a duly executed bill of sale in the form attached hereto as Exhibit B;
- (b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit C;
- (c) a receipt evidencing Seller’s receipt of the Purchase Price, duly executed by Seller;
- (d) each of the Seller Ancillary Documents, duly executed by Seller; and
- (e) a non-foreign person affidavit from Seller certifying that Seller is not a foreign person, in a form that satisfies the requirements of Section 1445 of the Code and the Treasury Regulations promulgated thereunder, substantially in the form set forth in Exhibit D;
- (f) a duly executed Request for Dismissal (with prejudice) in the form attached hereto as Exhibit E;
- (g) a certified resolution of the Board of Directors of Seller which ratifies this Agreement, authorizes the sale of the Transferred Assets and all the transactions contemplated hereby; and
- (h) the Approval Order, which shall be final and shall not have been reversed, modified, rescinded or stayed pending appeal.

Section 2.6. Buyer’s Closing Deliveries. At the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price by wire transfer of immediately available funds to the account specified by Seller in writing prior to the Closing;
- (b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit C;
- (c) a receipt evidencing Buyer’s receipt of the Transferred Assets; and
- (d) each of the Buyer Ancillary Documents, duly executed by the relevant Affiliates of Buyer.

Section 2.7. Closing Date Purchase Price Adjustment.

(a) Two (2) days prior to the Closing Date (unless Buyer and Seller agree otherwise in writing), Seller shall prepare and deliver to Buyer a report detailing the actual employment costs (i.e., ordinary wages, benefits and the employer's share of any withholding tax) it has incurred with respect to the Business between the Filing Date and the Closing Date (such amount, the "Closing Date Employment Costs"). On the Closing Date, the Purchase Price will be increased on a dollar-for-dollar basis by an amount equal to the Closing Date Employment Costs, subject to Buyer's reasonable verification of the Closing Date Employment Costs, which shall not exceed one hundred and twenty thousand dollars (\$120,000).

(b) Two (2) days prior to the Closing Date (unless Buyer and Seller agree otherwise in writing), Seller shall prepare and deliver to Buyer a report detailing the amount of cash collected by Seller in respect of Accounts Receivable prior to the Closing Date (the "Collected Accounts Receivable"). On the Closing Date, the Purchase Price shall be reduced on a dollar-for-dollar basis by an amount equal to the Collected Accounts Receivable.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF SELLER

Subject to and as qualified by items disclosed in the disclosure schedule (the "Seller Disclosure Schedule") delivered by Seller to Buyer prior to the execution of this Agreement (which schedule sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in this Article III, or to one or more of Seller's covenants contained herein, provided, however, that disclosure in any section of such schedule shall apply only to the indicated Section of this Agreement except, with respect to a section in Article III, to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is relevant to another Section of Article III of this Agreement, provided, further, that notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item in such schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect on Seller), Seller hereby represents and warrants to Buyer, as follows:

Section 3.1. Corporate Organization. Seller is validly existing and in good standing under the laws of the Commonwealth of Virginia. Seller has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not reasonably be expected to result in a Material Adverse Effect.

Section 3.2. Authority; No Violation.

(a) Seller has full corporate power and authority to execute and deliver this Agreement and the Seller Ancillary Documents and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Seller Ancillary Documents and the consummation of the transactions contemplated hereby have been duly and validly approved by Seller. No other corporate proceedings on the part of Seller are necessary to approve this Agreement and the Seller Ancillary Documents or to consummate the transactions contemplated hereby. The Board of Directors of Seller has approved this Agreement and the transactions contemplated hereby. This Agreement has been, and the Seller Ancillary Documents have been, or will at Closing be, duly and validly executed and delivered by

Seller and (assuming due authorization, execution and delivery by Buyer or the other party thereto, as applicable) constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(b) Neither the execution and delivery of this Agreement or the Seller Ancillary Documents by Seller, nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any of the terms or provisions of this Agreement, will (i) violate any provision of the articles of incorporation or bylaws of Seller or (ii) violate any Law, judgment, order, injunction or decree applicable to Seller or any of its properties or assets.

(c) Neither the execution and delivery of this Agreement or the Seller Ancillary Documents by Seller, nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any of the terms or provisions of this Agreement, will violate, or result in a material breach of any provision of, or constitute a default (whether with or without notice, lapse of time or the happening or occurrence of any other event) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any Lien upon any Transferred Asset, except as will not cause a Material Adverse Effect.

Section 3.3. Consents and Approvals. Other than the Approval Order, no consents or approvals of or filings or registrations with any foreign, federal or state insurance or other regulatory, self-regulatory or enforcement authorities or any courts, administrative agencies or commissions or other governmental authorities or instrumentalities (each a “Governmental Entity”) are necessary in connection with the consummation by Seller of the transactions contemplated by this Agreement. Other than the Approval Order, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with the execution and delivery by Seller of this Agreement.

Section 3.4. Broker’s Fees. Neither Seller nor any Person acting on its behalf has employed any broker or finder or incurred any liability for any broker’s fees, commissions or finder’s fees in connection with the transactions contemplated by this Agreement.

Section 3.5. Legal Proceedings. There are no pending or, to Seller’s knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, actions, suits or governmental or regulatory investigations of any nature to which Seller is a party relating to the Transferred Assets or the transactions contemplated hereby, except, in each case, as would not reasonably be expected to result in a Material Adverse Effect.

Section 3.6. Properties and Assets. Seller has good title to all of the Transferred Assets and none of such Transferred Assets are subject to any Liens. Upon Closing, Buyer will acquire good title to the Transferred Assets free of all liens, claims or other obligations.

Section 3.7. No Pending Actions. Except for the Bankruptcy Case and as set forth on Section 3.7 of the Disclosure Schedule, there are no pending Actions involving Seller concerning any Transferred Asset.

Section 3.8. Accounts Receivable. Each A/R Report was prepared, as of the date of such A/R Report, in the ordinary course of Seller’s Business and all Accounts Receivable set forth on such A/R Report arose from valid sales in the ordinary course of business, consistent with past practice. None of the Accounts Receivable, or any portion of the Accounts Receivable, has been assigned, pledged or given as collateral or subject to any Lien, defense or offset. To the best of Seller’s knowledge, Seller has not authorized any of its customers to pay those Accounts Receivable that exist as of the Closing more than six months after the Closing Date.

Section 3.9. Labor Matters. Seller has delivered to Purchaser a complete list of the persons employed by Seller or its Affiliates with respect to the Business as of the date of this Agreement (the “Current Employees”). As of the date hereof, to the knowledge of Seller, no material grievance exists between Seller and any Current Employee. As of the date hereof Seller is not, and as of the Closing Date Seller will not be, delinquent in the payments to any of the Current Employee for any wages, salaries, commissions, bonuses or other direct or indirect compensation for any services performed by them to the date of this Agreement, or the Closing Date, as applicable, or for any amounts required to be reimbursed to the Current Employees. Seller is in material compliance with all applicable Law respecting employment and employment practices, terms and conditions of employment and wages (including withholding and all employment taxes due) and hours, and is not engaged in any unfair labor practices, except, in each case, as would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10. No Delinquent Withholding. Seller does not owe any amounts with respect to unemployment compensation insurance contributions, disability compensation insurance contributions, or State income taxes withheld from employee wages, in each case, with respect to the Current Employees.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF BUYER

Subject to and as qualified by items disclosed in the disclosure schedule (the “Buyer Disclosure Schedule”) delivered by Buyer prior to the execution of this Agreement (which schedule sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in this Article IV, or to one or more of Buyer’s covenants contained herein, provided, however, that disclosure in any section of such schedule shall apply only to the indicated Section of this Agreement except, with respect to a Section in Article IV, to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is relevant to another Section of Article IV of this Agreement, provided, further, that notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item in such schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a material adverse effect on Buyer) Buyer hereby represents and warrants as follows:

Section 4.1. Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of California. Buyer has the requisite corporate power and authority to own or lease all of its respective properties and assets and to carry on its respective business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary.

Section 4.2. Authority; No Violation.

(a) Buyer has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by Buyer and no other corporate proceedings on the part of Buyer are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws

of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity).

(b) Neither the execution and delivery of this Agreement by Buyer, nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any of the terms or provisions of this Agreement, will (i) violate any provision of the Articles of Incorporation of Buyer or the Bylaws of Buyer, or (ii) (A) violate any Law, judgment, order, injunction or decree applicable to Buyer or (B) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Buyer under, or trigger or change any rights or obligations (including any increase in payments owed) or require the consent of any Person under, or give rise to a right of cancellation, vesting, payment, exercise, suspension or revocation of any obligation under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, franchise, permit, agreement or other instrument or obligation to which Buyer is a party or by which it or any of its respective properties or assets is bound or affected.

Section 4.3. Consents and Approvals. Other than the Approval Order, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with the consummation by Buyer of the transactions contemplated by this Agreement. Other than the Approval Order, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with the execution and delivery by Buyer of this Agreement.

Section 4.4. Financial Ability. Buyer has the financial ability to consummate the transactions contemplated by this Agreement to be consummated by it.

Section 4.5. Brokers. Neither 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 4.6. Independent Investigation. Buyer hereby acknowledges and affirms that it has completed its own independent investigation, analysis and evaluation of the Transferred Assets, that it has made all such reviews and inspections of the Transferred Assets 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 Seller's representations and warranties made in Article III.

ARTICLE V.

COVENANTS

Section 5.1. Access and Investigation. During the period commencing on the date of this Agreement and ending on the Closing Date, Seller shall afford Buyer and its representatives reasonable access, during regular business hours, to evaluate the Transferred Assets. Such access will include, but shall not be limited to, the right to contact the parties that owe money to Seller under the Accounts Receivables; provided, however, a representative of Seller shall be present (by teleconference or otherwise) at any and all discussions between Buyer and such third parties. In the event that Buyer, after evaluating the Transferred Assets, reasonably believes the Transferred Assets are materially unsatisfactory, Buyer may terminate this Agreement upon written notice to Seller provided such notice is sent by the close of business on the 5th Business Day following the later of the date of this Agreement or

the Filing Date (“Due Diligence Notice Date”), without breach or penalty, except that Buyer shall forfeit its Deposit to Seller. For the purposes of this Section, Buyer may transmit such written notice by facsimile, to the facsimile number set forth in Section 11.1(a) prior to the Due Diligence Notice Date, provided that Buyer promptly thereafter mails a copy of the same via certified mail to Seller’s address set forth in Section 11.1(a).

Section 5.2. Further Assurances. Upon the request of a party hereto at any time after the Closing, the other party will 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 Buyer to the Transferred Assets or otherwise effectuate the purposes of this Agreement.

Section 5.3. Employees. Promptly following the date of this Agreement, Seller shall allow Buyer reasonable access, during regular business hours, to all Current Employees for the purpose of determining whether Buyer will offer employment to such Current Employees, and any telephone conversations or meeting with Current Employees in such regard will be deemed to be in full compliance with such Current Employee’s employment agreement and Seller’s employment policies. On or prior to the Closing Date, Buyer may choose to offer employment to any, all, or none of the Current Employees. Other than as set forth in this Section 5.3, Seller agrees that, prior to the Closing Date or earlier termination of this Agreement pursuant to Section 5.1 or Article IX, it shall not terminate any Current Employee set forth on Section 5.3 of the Disclosure Schedule other than for Cause, and shall pay all wages due to such Current Employees until and including the Closing Date or earlier termination of this Agreement pursuant to Section 5.1 or Article IX, and treat such Current Employee in a manner consistent with past practice. Each Current Employee to whom Buyer has made an offer of employment pursuant to this Section 5.3 and that has accepted such offer is hereinafter referred to as a “Selected Employee”. On or immediately prior to the Closing Date, Seller will terminate the employment of any Selected Employee employed by Seller on such date. In no event shall Buyer assume any of Seller’s obligations with respect to any former employee, Current Employee or Selected Employee. Seller shall timely file any and all federal, state and local notices, and, subject to applicable Law, has paid or will pay any and all post-petition amounts owed in connection with termination of employment of the Selected Employees, and has sent or will send any notices that may be required in connection therewith (e.g. COBRA continuation coverage, medical, life insurance, disability, retirement plan and other welfare plan expenses and benefits).

Section 5.4. Assignment of Transferred Assets. If any attempted assignment of any Transferred Asset would be ineffective or would materially impair Buyer’s rights or Assumed Liabilities, such that Buyer would not acquire and assume the benefit and detriment of all such rights and Assumed Liabilities, Seller shall, from and after the Closing Date and at Buyer’s cost, reasonably cooperate with Buyer to provide Buyer with the same or substantially similar rights in such Transferred Assets and Assumed Liabilities.

Section 5.5. Bankruptcy Filings, Covenants and Agreements.

(a) On or before March 6, 2009, Seller shall file a petition for relief under the Bankruptcy Code in the Bankruptcy Court. Seller shall use its reasonable best efforts to obtain the entry of an order, in form and substance reasonably acceptable to Buyer, approving the sale of the Transferred Assets to Buyer pursuant to the terms of this Agreement and the consummation of the other transactions contemplated hereby (the “Approval Order”) as promptly as possible following the filing of Seller’s bankruptcy petition. Seller shall schedule its first hearing date before the Bankruptcy Court as promptly as practicable, and at such hearing shall request that the hearing on the motion seeking entry of the Approval Order be held as soon as reasonably practicable thereafter.

(b) Within three (3) Business Days following the date of this Agreement, Seller shall file with the Bankruptcy Court the Sale Motion, seeking entry of the Approval Order. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Approval Order, including furnishing affidavits or other documents or information reasonably requested by 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 Buyer under this Agreement and (ii) that 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, Seller and Buyer shall each use its commercially reasonable efforts to defend such appeal.

(c) Seller and Buyer acknowledge and agree that, following the date of this Agreement, Seller, its Affiliates and Representatives shall be permitted to solicit inquiries, proposals, offers or bids from, and negotiate with, any Person other than 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, 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. Seller and its Affiliates and Representatives shall only be permitted to supply information relating to Seller and the Transferred Assets to prospective purchasers that have executed a confidentiality agreement with Seller. None of Seller nor its Affiliates or Representatives shall have any liability to Buyer, either under or relating to this Agreement or any applicable Law, by virtue of entering into or seeking Bankruptcy Court approval of such a definitive agreement for an Alternative Transaction which is a Superior Transaction pursuant to this Section 5.5(c).

Section 5.6. Confidentiality. Seller and Buyer acknowledge that Seller and Buyer previously executed a Confidentiality Agreement, which Confidentiality Agreement shall continue in full force and effect until completion of the Closing, at which time Buyer’s obligations thereunder with respect to the Evaluation Material (as defined in the Confidentiality Agreement) relating solely to the Transferred Assets 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 Orders, 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, if any, whether pursuant to this Agreement, the Confidentiality Agreement, or otherwise. Neither this Section 5.6 nor any other provision in this Agreement shall in any way limit the disclosure of information by Seller in connection with the administration of the Bankruptcy Case.

Section 5.7. Use of Names; Publicity. For the period commencing on the Closing Date, and ending on the one hundred and fiftieth (150th) day after the Closing Date, Seller and its Affiliates shall permit Buyer and the Company to use and employ pursuant to a non-exclusive, non-transferable, royalty-free license and right to use, the name “LandAmerica Assessment”, or any similar name and any logo incorporating such name. Beginning on the date that is one hundred and fifty (150) days after the Closing Date, Buyer will not use (and will cause its Affiliates not to use) the name “LandAmerica”, or any similar name or logo incorporating such name or any similar name in any manner, including in connection with the sale of any products or services or otherwise in the conduct of its business. For the period commencing on the Closing Date, and ending no later than the one hundred and fiftieth (150th) day after the Closing Date, Seller (and its successor) (a) will display, in a reasonably prominent fashion, a hyperlink from its website to Buyer’s website and (b) will display a mutually agreeable press release, as

of the date of this Agreement and as of the Closing Date, with respect to the transactions contemplated by this Agreement. The web posting and any press release will be proposed by Buyer and is subject to Seller's approval, which is not to be unreasonably withheld or conditioned.

Section 5.8. Disclaimer of Warranties. Notwithstanding anything contained in this Agreement, it is the explicit intent of each party hereto that 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, Buyer takes the Transferred Assets "as is" and "where is." Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Article III, 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 Transferred Assets (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 Seller or any of its Affiliates of any patent or proprietary right of any third party; it being the intention of Seller and Buyer that the Transferred Assets are to be accepted by Buyer in their present condition and state of repair. 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 Buyer are not and shall not be deemed to be representations or warranties of Seller or any of its Affiliates.

Section 5.9. Reasonable Efforts. Seller and Buyer shall use reasonable efforts consistent with Law to take all actions contemplated by this Agreement and, subject to Seller's and Buyer's rights to terminate this Agreement pursuant to Article IX hereof, do all things reasonably necessary to effect the consummation of the transactions contemplated by this Agreement.

Section 5.10. Conduct of Business of Seller. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement in accordance with Article IX or the Closing, Seller agrees (except (a) for the termination of up to twenty (20) employees of Seller or its Affiliates with respect to the Business on or before the Filing Date, as previously disclosed to Buyer, (b) as necessitated by the Bankruptcy Case, or (c) to the extent that Buyer otherwise consents in writing) to carry on its business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted, to pay its post-petition debts and Tax when due, to pay or perform other post-petition obligations when due, and, to the extent consistent with such business, to use all reasonable efforts consistent with past practice and policies to preserve intact the Transferred Assets, keep available the services of the Current Employees and preserve their relationships with customers, suppliers, distributors, licensors, licensees, and others having business dealings with it, all with the goal of preserving its goodwill and ongoing businesses at the Closing. Seller shall promptly deliver written notice to Buyer of any material event or occurrence or emergency not in the ordinary course of its business, and any material event involving the Business.

Section 5.11. Assignment of Rights to Enforce Employee Duties.

(a) To the extent permissible under applicable Law, Seller covenants that, as part of the assignment and assumption agreement, attached, Seller shall assign to Buyer, to the extent held by Seller, all of Seller's right, title and interest in and to (a) the right to enforce any and all covenants made by Seller's or its Affiliate's current and former employees with respect to the Business in their employment agreements with Seller or its Affiliates (including without limitation covenants not to compete or solicit clients or employees), and (b) the right to enforce all contractual, statutory or common law rights against any current or former employee of Seller who improperly uses any confidential information or trade secret of Seller purchased by Buyer as part of the Transferred Assets.

(b) In the event any of the rights set forth in Section 5.11(a) are not transferred to Buyer, then as of the Closing, this Agreement, to the extent permitted by applicable Law shall constitute full and equitable assignment by Seller to Buyer of all of Seller's right, title and interest in and to, and all of Seller's obligations and liabilities in connection with such rights, and Buyer shall be deemed Seller's agent only for purpose of taking all necessary steps and actions to provide Buyer with the benefits of such rights.

Section 5.12. Business Relationships; Payments.

(a) After the Closing, Seller shall, as promptly as practicable, deliver, and if necessary endorse over to Buyer, any cash, checks or other instruments of payment Seller receives or received that relate to the Transferred Assets and shall hold such cash, checks or other instruments of payment in trust for Buyer until such delivery.

(b) After the Closing, Buyer shall, as promptly as practicable, deliver to Seller any mail and payments received by Buyer that do not relate to the Transferred Assets and to which Seller is entitled.

Section 5.13. Non-Competition and Non-Solicitation Covenants.

(a) Seller covenants that, for a period of three (3) years from the Closing Date, Seller or any of its Affiliates shall not, directly or indirectly, have any interest in, own, manage, operate, control, direct, be connected with as an equity holder, joint venturer, partner or consultant, or otherwise engage in, provide financing for, loan money to, underwrite expenses associated with, invest in or participate in, any business engaged in the Business. Notwithstanding the foregoing, Seller and shall not be prohibited from acquiring or holding, for investment purposes only, less than five percent (5%) of the outstanding publicly traded securities of any corporation, the stock of which is publicly traded on a national securities exchange or market.

(b) Seller covenants that, for a period of three (3) years from the Closing Date, Seller or any of its Affiliates shall not, directly or indirectly, (i) induce or attempt to induce any employee of Buyer (or any of its Affiliates) to leave the employ of Buyer (or such Affiliate), (ii) in any way interfere with the relationship between Buyer (or any of its Affiliates) and its employees, (iii) employ or otherwise engage as an employee, independent contractor or otherwise any employee of Buyer (or any of its Affiliates), (iv) induce or attempt to induce any customer, supplier, licensee or other party to cease doing business with Buyer, or in any way interfere with the relationship between Buyer and any such customer, supplier, licensee or other party, (v) solicit the business of any party known to Seller to be a customer or actively-marketed prospect of Buyer (or any of its Affiliates) with respect to products, services or supplies related to the Business, (vi) induce or attempt to induce any referral source of Seller to do business with anyone other than Buyer with regard to the Business. Seller acknowledges and agrees that this covenant is reasonable with respect to its duration and scope, and is a material inducement without which Buyer would not have entered into this Agreement.

(c) The parties hereto agree that damages would be an inadequate remedy for Buyer in the event of a breach or threatened breach of this Section 5.13 and thus, in any such event, either with or without pursuing any potential damage remedies, Buyer immediately may obtain and enforce an injunction prohibiting Seller from violating this Agreement from any court of law or equity. In the event Seller violates any restrictive covenant in this Section 5.13 as to which there is a specific time period during which Seller is prohibited from taking certain actions or engaging in certain activities, then, in such event, the violation will toll the running of the time period from the date Buyer notifies Seller in writing of the violation until the violation ceases.

Section 5.14. A/R Reports. During the period commencing on the date of this Agreement and ending on the Closing Date, upon Buyer's reasonable request from time to time, Seller shall prepare and deliver an updated A/R Report as of the date of such preparation.

Section 5.15. Lease Buy-Outs. During the period commencing on the date of this Agreement and ending on the Closing Date, upon Buyer's reasonable request, Seller shall reasonably cooperate with Buyer in Buyer's efforts to purchase the equipment leased by Seller and used primarily in the Business, which equipment does not constitute Transferred Assets.

Section 5.16. Preservation of Records; Access to Information.

(a) Seller and Buyer agree that each of them shall preserve and keep the records held by them or their Affiliates relating to the Business, the Transferred Assets and Assumed Liabilities for a period of five (5) years from the Closing Date, in the case of Buyer, and until the closing of the chapter 11 case of Seller or the liquidation and winding up of Seller's estate, in the case of Seller, and shall make such records available to the other party as may be reasonably required by such other party in connection with, among other things, any insurance claims by, actions or tax audits against or governmental investigations of Seller or Buyer or any of their respective Affiliates or in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or Buyer wishes to destroy such records at the end of such periods set forth above, as applicable, such party shall first give sixty (60) days prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given to such party within such sixty (60) day period, to take possession of the records within one hundred and twenty (120) days after the date of such notice, or such shorter period as the liquidation and winding up of Seller's estate shall permit.

(b) From and after the Closing Date, Buyer shall give Seller and Seller's Representatives reasonable access during normal business hours to the offices, facilities, plants, properties, assets, Selected Employees, personnel files and books and records of Buyer pertaining to (i) the conduct of the Business or ownership of the Transferred Assets prior to the Closing Date or (ii) the Retained Liabilities. In connection with the foregoing, Buyer shall use commercially reasonable efforts to cause its Representatives to furnish to Seller such financial, technical, operating and other information pertaining to (i) the conduct of the Business or ownership of the Transferred Assets prior to the Closing Date or (ii) the Retained Liabilities, in each case, as Seller's Representatives shall from time to time reasonably request and to discuss such information with such Representatives. Without limiting the generality of the foregoing, Buyer shall, and shall use commercially reasonable efforts to cause each of its Affiliates to, cooperate with Seller as may reasonably be requested by Seller for purposes of enabling an independent accounting firm selected by Seller to conduct an audit of the Business for periods prior to the Closing Date, including access to Buyer's independent auditors' working papers pertaining to the Business or the Transferred Assets.

ARTICLE VI.
TAX MATTERS

Section 6.1. Transfer Taxes. Notwithstanding any provision of this Agreement to the contrary, all Transfer Taxes shall be borne by Buyer. Seller will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes and fees, and, if required by applicable Law, Buyer will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

ARTICLE VII.
CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of 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 Buyer in its sole discretion (except for Section 7.3):

Section 7.1. Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be true and correct (without giving effect to any limitation as to “materiality” or “Material Adverse Effect” set forth therein) at and as of the date of this Agreement and at and as of the Closing Date (except for such representations and warranties that are made as of a specific date, in which case they shall be true and correct as of such specific date), except where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 7.2. Performance of Seller’s Obligations. 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 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.

ARTICLE VIII.
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of 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 Seller in its sole discretion (except for Section 8.3):

Section 8.1. Representations and Warranties of Buyer. All representations and warranties made by 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 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 8.2. Performance of Buyer’s Obligations. 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 8.3. 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 8.4. No Violation of Orders. No preliminary or permanent injunction or other Order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity shall be in effect which prevents or prohibits the consummation of any of the transactions contemplated by this Agreement or that makes it illegal for either party hereto to perform its obligation hereunder.

ARTICLE IX. TERMINATION

Section 9.1. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing in the following manner:

- (a) by mutual written consent of Seller and Buyer;
- (b) by either Seller or 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 Transferred Assets hereunder and such order, decree, ruling, or other action shall have become final and non-appealable;
- (c) by either Seller or Buyer, at any time on or after (i) the date that the Bankruptcy Court denies the Sale Motion, (ii) the 45th 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 9.1(c) shall not be available to Seller or Buyer if the failure of any the Approval Order not being entered is solely the result of the failure by such party to perform its obligations under this Agreement;
- (d) by Buyer, in accordance with Section 5.1 of this Agreement, or upon a material breach of any covenant or agreement of Seller set forth in this Agreement, or if any representation or warranty of 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 Seller receives written notice thereof or (B) has not been cured within thirty (30) days of the date on which Seller receives written notice thereof and (ii) would result in the failure to satisfy the conditions to Closing set forth in Sections 7.1 or 7.2;
- (e) by Seller, upon a material breach of any covenant or agreement of Buyer set forth in this Agreement, or if any representation or warranty of 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 Buyer receives written notice thereof or (B) has not been cured within thirty (30) days of the date on which Buyer receives written notice thereof and (ii) would result in the failure to satisfy the conditions to Closing set forth in Sections 8.1 or 8.2; or
- (f) by Seller or Buyer if Seller enters into an agreement with respect to an Alternative Transaction.

Section 9.2. Effect of Termination. If a party terminates this Agreement under Section 9.1, then such party shall promptly give notice to the other party specifying the provision hereof pursuant to which such termination is made, and this Agreement shall become void and have no effect, except that the agreements contained in this Article IX, Section 5.6 and Article X shall survive the termination hereof. Nothing contained in this Section 9.2 shall relieve any party from liability for damages actually incurred as a result of any breach of this Agreement prior to such termination. 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.

Section 9.3. Expense Reimbursement Fee. In the event that this Agreement is terminated pursuant to Section 9.1(b), Section 9.1(c) or Section 9.1(f), then Seller shall pay Buyer an amount equal to the Expense Reimbursement Fee.

Section 9.4. Survival. The representations and warranties of the parties contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall not survive the Closing. The covenants and agreements of the parties contained in this Agreement shall survive the Closing indefinitely or for such shorter period set forth therein.

ARTICLE X.
[INTENTIONALLY OMITTED]

ARTICLE XI.
MISCELLANEOUS

Section 11.1. Notices. All notices and other communications in connection with this Agreement shall be in writing, shall be effective upon receipt and shall be deemed given if delivered personally, sent via facsimile (with answer-back confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Seller, care of:

LandAmerica Financial Group, Inc.
5600 Cox Road
Glen Allen, VA 23060
Attention: Executive Vice President, Chief Legal Officer
Fax: (804) 267-8827

with a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Paul V. Shalhoub and Mark A. Cognetti
Fax: (212) 728-8111

(b) if to Buyer, to:

Partner Assessment Corporation
2101 Rosecrans Avenue, Suite 4270
El Segundo, CA 90245
Attention: Joseph Derhake, President

Fax: (310) 615-4544

with a copy to:

Silver & Freedman, APLC
2029 Century Park East, 19th Floor
Los Angeles, CA 90067
Attention: Darin Margules
Fax: (310) 282-2543

Any party may change the address to which notices, claims, demands and other communications hereunder are to be delivered by giving the other parties notice in the manner set forth herein.

Section 11.2. Interpretation. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Except as otherwise expressly provided herein, all references to “dollars” or “\$” shall be deemed references to the lawful money of the United States of America. Unless otherwise indicated, the word “day” shall be interpreted as a calendar day. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to the “transactions contemplated by this Agreement” and similar expressions include the transactions contemplated by the Ancillary Documents. The words “hereof,” “herein,” “hereby,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole (including any exhibits hereto and schedules delivered herewith) and not to any particular provisions of this Agreement. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The Seller Disclosure Schedule and the Buyer Disclosure Schedule, as well as all other schedules and all exhibits hereto, shall be deemed part of this Agreement and included in any reference to this Agreement.

Section 11.3. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart. Either party may deliver its signed counterpart of this Agreement to the other party by means of facsimile or any other electronic medium, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

Section 11.4. Attorneys’ Fees. If any action, suit or other proceeding for the enforcement of this Agreement is brought with respect to or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled.

Section 11.5. Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

Section 11.6. 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.

Section 11.7. Assignment; Third Party Beneficiaries.

(a) Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties and their respective successors and assigns. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person other than the parties hereto any rights or remedies under this Agreement.

(b) The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance with this Agreement without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 11.8. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 11.9. Bulk Sales. If it will not be practicable to comply or to attempt to comply with the procedures of the Uniform Commercial Code or other bulk sales laws or similar laws of the jurisdiction in which the Transferred Assets to be conveyed hereby are situated or of any other jurisdictions which may be asserted to be applicable to the transaction contemplated hereunder and the parties believe that it is not clear that any such laws are applicable to such transaction, then Buyer shall waive any requirement for compliance on the part of Seller with the procedures of any such laws.

Section 11.10. Time is of the Essence. Time is of the essence.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

LANDAMERICA ASSESSMENT CORPORATION

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

PARTNER ASSESSMENT CORPORATION

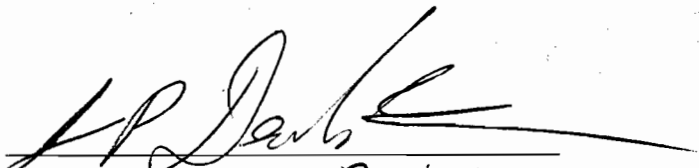
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

LANDAMERICA ASSESSMENT CORPORATION

By: _____
Name:
Title:

PARTNER ASSESSMENT CORPORATION

By: 
Name: Joseph P. Derhake
Title: President

DISCLOSURE SCHEDULE

Section 1.1:

“knowledge”

LandAmerica Financial Group, Inc.:

1. G. William Evans -- EVP & CFO
2. Melissa A. Hill - EVP-Operations
3. Jeffrey D. Vaughan - EVP-Corporate Development
4. Michael D. Beverly - SVP & Associate General Counsel

Seller:

1. Noreen Clindinning - VP

“Transferred Assets” include, without limitation (“LAC” shall mean “LandAmerica Assessment Corporation”):

- 1) Digital and Computer Assets
 - a. Client List in all forms
 - b. Project Link Database
 - c. All Digital Proposals, Old Reports (word documents, excel, photos, everything), and Marketing Materials.
 - d. All templates.
 - e. PA Database (much of this may be included in Project Link)
 - f. ACT Database (or any other contact management database used by LAC employees)
 - g. Copyrighted materials.
- 2) Company Communication Media
 - a. All Business Phone Numbers and Fax Numbers.
 - b. All LAC email accounts, including all Contact Lists (including “.pst” and “.nk2” file for MS Outlook e-mail and contact list history)
 - c. LAC Website and any other other LAC owned domains including NAC-Corp.com and Aaron and Wright domain.
- 3) The equipment and fixed assets set forth on the attached schedule of fixed assets.
- 4) List of PAs, vendors and employees employed in Business within the prior six (6) months.
- 5) Paper copies of all reasonably available Master Service Agreements and signed customer contracts.
- 6) Copies of any reasonably available bid opportunities and proposals.
- 7) To the extent reasonably available and in the possession of Seller, copies of all confidentiality, non-competition, or similar agreements or acknowledgments executed by any employees of the Business, who were employed by Seller or its Affiliates with respect to the Business within the six months prior to the date of the Asset Purchase Agreement; provided, the costs of photocopying and all documents set forth on this Schedule shall be borne by Buyer.
- 8) The rights set forth in Section 5.11(a) of the Asset Purchase Agreement.

Section 3.7 Pending Actions.

None.

Section 5.3 Employees Seller Covenants Not To Terminate

See attached.

LandAmerica Assessment Company
 Schedule of Fixed Assets

Tag Number	Asset Description	Asset ID	Serial ID
LA0038749	10/100BASET RTR	000000000373	MX0623J1JQ
LA0038750	WIC-1DSU-T1	000000000374	
LA0039083	COLOR LASER PRINTER	000000000379	
LA0039084	COMPUTERS	000000000380	
LA0039085	COMPUTERS	000000000381	
LA0039086	COMPUTERS	000000000382	
LA0119674	PowerVault 124T	000000000754	JYM26D1
LA0064737	DELL OPTIPLEX GX270T	000000000558	DKMJ141
LA0086085	1PORT ISDN BRI NT-1	000000000697	33000368
LA0086086	CISCO 1841 W/WIC	000000000698	TX0904W0XN
LA0087754	CISCO WS-C3750G-24T-	000000000706	AT0914K04H
LA0039198	PETTY ASSETS	000000000492	
LA0044668	24PORT SWITCH	000000000510	HK0623Z27Q
LA0044722	OPTIPLEX GX260T	000000000511	G7NF721
LA0044725	OPTIPLEX GX260T	000000000514	28NF721
LA0039096	LAPTOP	000000000392	
LA0039097	LAPTOP	000000000393	
LA0039087	COMPUTERS	000000000383	
LA0039088	COMPUTERS	000000000384	
LA0039089	COMPUTERS	000000000385	
LA0039090	COMPUTERS	000000000386	
LA0039091	DELL	000000000387	
LA0039199	PETTY ASSETS	000000000493	
LA0042301	COMPUTERS	000000000501	
LA0042302	NETWORK	000000000502	
LA0047115	OPTIPLEX GX260T	000000000522	679TM21
LA0047116	OPTIPLEX GX260T	000000000523	J4FTM21
LA0039102	COMPUTERS	000000000396	
LA0039200	PETTY ASSETS	000000000494	
LA0063128	CASTELLE SBE FAX SRV	000000000555	08410186
LA0066061	DELL OPTIPLEX GX270	000000000560	JSZGB41
LA0068753	24PORT SWITCH	000000000564	OC0815S48W
LA0069840	CERTANCE DDS4 DAT	000000000566	HN0KVNP
LA0039119	SCANNER, 2 PRINTERS	000000000413	
LA0039201	PETTY ASSETS	000000000495	
LA0053250	AUTODESK AUTOCAD LT	000000000533	
LA0054303	FUJ SCAN PARTNER	000000000535	3030073
LA0039112	EQUIP DELL MARKETING	000000000406	
LA0039105	COMPUTERS	000000000399	
LA0039106	COMPUTERS	000000000400	
LA0039107	COMPUTERS	000000000401	
LA0039108	DELL COMPUTER	000000000402	
LA0039103	COMPUTER HARDWARE	000000000397	
LA0039104	COMPUTERS	000000000398	
LA0039120	COMPUTERS	000000000414	
LA0039121	COMPUTERS	000000000415	
LA0039122	COMPUTERS	000000000416	
LA0039123	COMPUTERS	000000000417	
LA0039202	PETTY ASSETS	000000000496	

LA0055322	DELL OPTIPLEX GX260T	000000000539	FCDS331
LA0083012	DELL 1901FP MONITOR	000000000653	
LA0083013	DELL 1901FP MONITOR	000000000654	
LA0089991	2811 W/ AC PWR	000000000710	TX0923A378
LA0086294	DELL OPTIPLEX GX280	000000000701	236MZ61
LA0086295	DELL OPTIPLEX GX280	000000000702	436MZ61
LA0086296	DELL OPTIPLEX GX280	000000000703	536MZ61
LA0089204	HP LJ4350TN PRINTER	000000000707	CNDXB03126
LA0089990	1PT T3/E3 NTWK MOD	000000000709	OC091049MF
LA0066278	DELL OPTIPLEX GX270	000000000562	1HLMF41
LA0081180	DELL PWRVAULT EXHD	000000000567	91S2N41
LA0086071	CISCO WS-C2950-24	000000000696	OC0905Y0E9
LA0086293	DELL OPTIPLEX GX280	000000000700	J26MZ61
LA0054627	HP LJ 9000N PRINTER	000000000538	JPBNN05328
LA0056346	DELL OPTIPLEX GX260T	000000000548	8RMBB31
LA0056706	FUJITSU 300DPI CLR S	000000000549	305008815A
LA0059195	GBC DOCUBIND P400	000000000554	
LA0064719	HP LJ 4300TN PRINTER	000000000556	CNGY300482
LA0066277	DELL OPTIPLEX GX270	000000000561	FGLMF41
LA0053139	36.4GB ULTRA SCSI	000000000530	32JH9870J8
LA0053140	36.4GB ULTRA SCSI	000000000531	32JH9870J7
LA0053141	36.4GB ULTRA SCSI	000000000532	32JH9870HF
LA0053253	APC SMART UPS	000000000534	
LA0054492	FUJI TK88 CART	000000000536	
LA0054626	HP LJ9000 2K SHT TRA	000000000537	THBLB37091
LA0047211	FUJITSU 300DPI CLR S	000000000524	302020715A
LA0048139	DELL OPTIPLEX GX260T	000000000525	3593T21
LA0048140	DELL OPTIPLEX GX260T	000000000526	6593T21
LA0053136	36.4GB ULTRA SCSI	000000000527	32JH9870KV
LA0053137	36.4GB ULTRA SCSI	000000000528	32JH9870JH
LA0053138	36.4GB ULTRA SCSI	000000000529	32JH9870JC
LA0044726	OPTIPLEX GX260T	000000000515	CDYF321
LA0044727	OPTIPLEX GX260T	000000000516	DDYF321
LA0044728	OPTIPLEX GX260T	000000000517	52Y0421
LA0044729	OPTIPLEX GX260T	000000000518	62Y0421
LA0039986	OPTIPLEX GX260T	000000000500	4RGKZ11
LA0042543	OPTIPLEX GX260T	000000000503	1ZNW121
LA0042544	OPTIPLEX GX260T	000000000504	4ZNW121
LA0042865	WIC-1DSU-T1	000000000507	
LA0042866	10/100BASET MDLR RTR	000000000508	MX0623J1A4
LA0039203	PETTY ASSETS	000000000497	
LA0039354	OPTIPLEX GX240 REFRB	000000000498	
LA0039190	SCANNER	000000000484	
LA0039182	NETWORK	000000000476	
LA0039183	NETWORK	000000000477	
LA0039184	NETWORK	000000000478	
LA0039177	HOT PLUGS	000000000471	
LA0039178	LASER JET & SCANNER	000000000472	
LA0039173	EQUIPMENT DELL MARKE	000000000467	
LA0039163	COMPUTERS AND EQUIPM	000000000457	
LA0039164	COMPUTERS AND EQUIPM	000000000458	
LA0039166	DELL	000000000460	
LA0039157	COMPUTERS	000000000451	

LA0039158	COMPUTERS	000000000452
LA0039159	COMPUTERS	000000000453
LA0039160	COMPUTERS	000000000454
LA0039161	COMPUTERS	000000000455
LA0039162	COMPUTERS	000000000456
LA0039151	COMPUTERS	000000000445
LA0039152	COMPUTERS	000000000446
LA0039153	COMPUTERS	000000000447
LA0039154	COMPUTERS	000000000448
LA0039155	COMPUTERS	000000000449
LA0039156	COMPUTERS	000000000450
LA0039145	COMPUTERS	000000000439
LA0039146	COMPUTERS	000000000440
LA0039147	COMPUTERS	000000000441
LA0039148	COMPUTERS	000000000442
LA0039149	COMPUTERS	000000000443
LA0039150	COMPUTERS	000000000444
LA0039140	COMPUTERS	000000000434
LA0039141	COMPUTERS	000000000435
LA0039142	COMPUTERS	000000000436
LA0039143	COMPUTERS	000000000437
LA0039144	COMPUTERS	000000000438
LA0039133	COMPUTER HARDWARE	000000000427
LA0039134	COMPUTER HARDWARE	000000000428
LA0039135	COMPUTER NETWORK	000000000429
LA0039136	COMPUTER NETWORK	000000000430
LA0039137	COMPUTER NETWORK	000000000431
LA0039138	COMPUTER NETWORK	000000000432
LA0039127	3 COMPUTERS	000000000421
LA0039128	3 COMPUTERS	000000000422
LA0039129	CARD AND ROUTER	000000000423
LA0039130	COMPUTER EQUIPMENT	000000000424
LA0039131	COMPUTER EQUIPMENT	000000000425
LA0039132	COMPUTER EQUIPMENT	000000000426
LA0038937	OPTIPLEX GX260T	000000000376 J39BX11
LA0038938	OPTIPLEX GX260T	000000000377 1JJBX11
LA0039082	CARD AND CABLE	000000000378
LA0084760	FUJITSU FI-4120C SCA	000000000686 663566
LA0083450	DELL OPTIPLEX GX280	000000000748 CWMJ661
LA0081430	CISCO WS-C2950-24	000000000568 OC0835Y47L
LA0082163	SERVER	000000000572
LA0082164	COMPUTER	000000000573
LA0082165	COMPUTER	000000000574
LA0082166	COMPUTER	000000000575
LA0082167	COMPUTER	000000000576
LA0082168	COMPUTER	000000000577
LA0082169	COMPUTER	000000000578
LA0082170	COMPUTER	000000000579
LA0082171	COMPUTER	000000000580
LA0082172	COMPUTER	000000000581
LA0082173	COMPUTER	000000000582
LA0082174	COMPUTER	000000000583
LA0082175	DSL ROUTER	000000000584

LA0084702	DELL OPTIPLEX GX280	00000000683	JGWMG61
LA0085159	CISCO VPN 3002 HW	00000000689	AM08502659
LA0097596	2811 VSEC Bundle	00000000742	
LA0097974	Dual Core Xeon Proc 5110	00000000746	
LA0082200	ROUTER	00000000609	
LA0082201	COMPUTER	00000000610	
LA0082202	COMPUTER	00000000611	
LA0082203	COMPUTER	00000000612	
LA0084652	DELL OPTIPLEX GX280	00000000674	2HWMG61
LA0084653	DELL OPTIPLEX GX280	00000000675	3HWMG61
LA0085160	CISCO VPN 3002 HW	00000000690	AM08502661
LA0082204	COMPUTER	00000000613	
LA0084651	DELL OPTIPLEX GX280	00000000673	1HWMG61
LA0081881	CISCO 1721 ROUTER	00000000570	TX0840Y0NN
LA0081882	CISCO T1/FRACT.WIC	00000000571	OC08321FB4
LA0082241	SERVER	00000000650	
LA0082242	TOSHIBA 4600 LAPTOP	00000000651	
LA0082243	SERVER	00000000652	
LA0084527	DELL OPTIPLEX GX280	00000000657	6G67G61
LA0084528	DELL OPTIPLEX GX280	00000000658	8G67G61
LA0084529	DELL OPTIPLEX GX280	00000000659	CG67G61
LA0084530	DELL OPTIPLEX GX280	00000000660	DG67G61
LA0084531	DELL OPTIPLEX GX280	00000000661	HG67G61
LA0084532	DELL OPTIPLEX GX280	00000000662	JG67G61
LA0084533	DELL OPTIPLEX GX280	00000000663	2H67G61
LA0084534	DELL OPTIPLEX GX280	00000000664	4H67G61
LA0084535	DELL OPTIPLEX GX280	00000000665	6H67G61
LA0084536	DELL OPTIPLEX GX280	00000000666	7H67G61
LA0084537	DELL OPTIPLEX GX280	00000000667	9H67G61
LA0084538	DELL OPTIPLEX GX280	00000000668	BH67G61
LA0084539	DELL OPTIPLEX GX280	00000000669	FH67G61
LA0084548	DELL OPTIPLEX GX280	00000000671	FMR7G61
LA0084654	DELL OPTIPLEX GX280	00000000676	729KK61
LA0084655	DELL OPTIPLEX GX280	00000000677	929KK61
LA0084690	DELL OPTIPLEX GX280	00000000678	71X4J61
LA0085002	CISCO WS-C2950-24	00000000687	OC0833Z1AD
LA0085307	CISCO VPN 3002 HW	00000000693	
LA0086103	CISCO WS-C2950-24	00000000699	OC0905X2YB
LA0086394	DELL OPTIPLEX GX280	00000000704	5GLKZ61
LA0085161	CISCO VPN 3002 HW	00000000691	AM08502671
LA0082208	SERVER	00000000617	
LA0082209	COMPUTER	00000000618	
LA0082210	COMPUTER	00000000619	
LA0082211	COMPUTER	00000000620	
LA0082212	COMPUTER	00000000621	
LA0082213	COMPUTER	00000000622	
LA0082214	COMPUTER	00000000623	
LA0082215	COMPUTER	00000000624	
LA0082216	COMPUTER	00000000625	
LA0082217	COMPUTER	00000000626	
LA0082218	COMPUTER	00000000627	
LA0082219	COMPUTER	00000000628	
LA0082231	TOSHIBA 4600 LAPTOP	00000000640	

LA0084487	DELL OPTIPLEX GX280	000000000656	38ZJG61
LA0084547	DELL OPTIPLEX GX280	000000000670	9N48G61
LA0084692	DELL OPTIPLEX GX280	000000000679	4HWMG61
LA0084693	DELL OPTIPLEX GX280	000000000680	5HWMG61
LA0084694	DELL OPTIPLEX GX280	000000000681	6HWMG61
LA0095782	DELL OPTIPLEX GX620	000000000727	3QJQMB1
LA0095783	DELL OPTIPLEX GX620	000000000728	5QJQMB1
LA0095784	DELL OPTIPLEX GX620	000000000729	7QJQMB1
LA0095785	DELL OPTIPLEX GX620	000000000730	8QJQMB1
LA0095786	DELL OPTIPLEX GX620	000000000731	CQJQMB1

ATTACHMENT TO DISCLOSURE SCHEDULE

Employees Seller Covenants Not to Terminate

Clock Name

37108 Burkart, John T.
34064 Canty, Steven W.
47680 Carroll, Ronald A.
29368 Clindinning, Noreen L.
37476 Dahl, Melissa
43337 Dalton, Bruce H.
37106 Daly, Sean H.
36415 Dungan, Terry R.
37100 Hird, Robert S.
33726 Koch, John K.
37117 Lanier, Hershel D.
37126 Mueller, Anthony J.
48235 Robles, Luisa I.
37131 Sandhu, Mandeep S.
2801 Sayles, Karen
45172 Sorensen, Julie G.
37136 Swan, Nicholas S.
29698 Synigal, Tamara S.
48287 Vejar, Ramiro

EXHIBIT A
OVERVIEW OF SELLER'S BUSINESS

CONFIDENTIAL



Company Overview

February 2009

CONFIDENTIAL

IMPORTANT NOTICE

This Company Overview (the "Company Overview") has been prepared solely for information purposes and is being furnished solely for use in considering an investment in LandAmerica Financial Group, Inc.'s ("LFG" or "LandAmerica") subsidiary LandAmerica Assessment Corporation ("Assessment Corporation" or the "Company"). By accepting this Company Overview, the recipient acknowledges and agrees to the following:

The information contained herein has been prepared to assist interested parties in making their own evaluation of the Company and does not purport to be all-inclusive or to contain all of the information that a prospective investor may desire. In all cases, interested parties should conduct their own investigation and analysis of the Company and the data set forth in this Company Overview. Neither the Company nor their respective affiliates and representatives make any representation or warranty (expressed or implied) as to the accuracy or completeness of the information contained in this Company Overview and such parties or entities expressly disclaim any and all liability based on or relating to any representations or warranties (expressed or implied) contained in, or errors or omissions from, this Company Overview or based on or relating to the recipient's use or the use by any of its affiliates or representatives of this Company Overview or any other written or oral communications transmitted to or made available to the recipient or any of its affiliates or representatives in the course of its evaluation of the Company.

This Company Overview includes certain statements, estimates and projections provided by the Company. Such statements, estimates and projections reflect various assumptions made by the Company concerning anticipated results, which may or may not prove to be correct. No representations or warranties are made as to the accuracy of such statements, estimates or projections. The only information that will have any legal effect will be that specifically represented or warranted in a definitive agreement covering a transaction involving the Company.

By accepting this Company Overview, the recipient acknowledges and agrees that all of the information contained herein is confidential. Without limiting the generality of the foregoing: (1) the recipient and its affiliates and representatives will not reproduce this Company Overview, in whole or in part; (2) if the recipient does not wish to pursue a transaction involving the Company, it will return this Company Overview to the Company as soon as practicable, together with any other material relating to the Company which the recipient or its affiliates or representatives may have received from or on behalf of the Company or any of their respective subsidiaries and affiliates and destroy, as soon as practicable, all copies of any analyses, compilations, studies or other documents prepared by it or its employees or representatives and containing or reflecting or derived from any information in this Company Overview or such other material; (3) the recipient and its affiliates or representatives will hold all information and the fact that it is involved in an investigation process relating to the Company and the status thereof as confidential; and (4) any proposed actions by the recipient or any of its affiliates or representatives which are inconsistent in any manner with the foregoing agreement will require the prior written consent of the Company.

The Company reserves the right to negotiate with one or more prospective investors at any time and to enter into a definitive agreement for any transaction involving the Company without prior notice to the recipient or other prospective investors. In addition, the Company reserves the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify any procedures without providing any reason therefore. The Company intends to conduct its business in the ordinary course during the evaluation and offer period. However, the Company reserves the right to take any action, whether within or outside the ordinary course of business.

Each party shall bear its own costs associated with the evaluation of the Company and any subsequent transaction including, but not limited to, the fees and expenses of attorneys, advisers, accountants, and consultants.

In furnishing this Company Overview, the Company does not undertake any obligation to provide the recipient with access to any additional information. This Company Overview shall not be deemed an indication of the state of affairs of the Company, nor shall it constitute an indication that there has been no change in the business or affairs of the Company since the date hereof or since the dates as of which information is given in this Company Overview.

COMPANY OVERVIEW



LandAmerica Assessment Corporation (“Assessment Corporation” or the “Company”), based in Irvine, California, is a wholly-owned subsidiary of LandAmerica Financial Group, Inc. (“LFG” or “LandAmerica”) that performs due diligence services on commercial real estate throughout the United States. Established in 1996, Assessment Corporation specializes in property condition assessment, construction, project monitoring, construction cost analysis, cost segregation services and environmental assessments associated with commercial real estate acquisitions and finance.

Assessment Corporation performs over 10,000 assignments each year for a wide range of clients, such as private equity groups, commercial mortgage and construction lenders, real estate investment trusts, Commercial Mortgage Backed Securities (CMBS) originators, and real estate fund advisors.

The Company manages a network of 500 field professionals/independent contractors in North America and Europe. Projects can range from a 100-site portfolio completed in 30 days to construction monitoring performed over two years. Assessment Corporation has a reputation for providing timely and accurate information to help clients manage their risks.

Assessment Corporation’s clients include investors purchasing CMBS pools, commercial real estate investors, and commercial construction lenders.

Construction Lender Services

Assessment Corporation’s Construction Lender Services group provides construction lenders and equity joint-venture partners the independent, professional oversight needed to minimize the risks involved in construction lending. The group has completed construction cost analysis and construction progress monitoring on all types of projects, including commercial/retail, residential tract development and assisted living, hospitality and industrial developments. The primary services offered include:

Document & Cost Reviews (DCRs)

The Company has a team of engineers, architects and builders who are highly trained and experienced in conducting pre-construction due diligence analysis to support and facilitate its clients with developing feasibility studies, cost analysis, insurable loss, appraisal value, and the acquisition and development of proposed projects. The review and analysis process is designed to provide Assessment Corporation’s clients with the information needed to evaluate proposed construction projects and related budgets.

Construction Progress Monitoring (CPM)

Assessment Corporation’s field representatives perform site surveys on a predetermined schedule to ensure that the project is proceeding according to schedule, in compliance with plans and specifications, and that disbursement requests are within budget and assigned to the appropriate line items. Subsequent to the site survey, the Company prepares a written report compiling the results of the site survey, in correlation to the disbursement request.

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Construction Services

Assessment Corporation offers a full range of construction services including construction planning, management, and monitoring, which are provided during the various phases of the construction or renovation of a building. The Company's approach is underpinned by the significant contractor-based experience contained in its project teams. Assessment Corporation provides experience across a range of critical disciplines including cost management, contracting, and building services. This allows the Company to build teams with direct relevant experience around each project, thus minimizing and managing risks and ensuring efficient completion to the client's satisfaction. Some of the services provided are detailed below:

Development and Design

The Company can assess the design of any development, taking into consideration all potential risks. The types of services offered include: perform site analysis and selection; assemble and manage a collaborative team of professionals; develop a preliminary budget and comprehensive management schedule; establish an information management and reporting system; develop bid documents and manage the bid process; and, review and analyze bids for the selection of contractors.

Contract Administration

If a customer has identified the need for refurbishment, repair, fit out, or a new build, Assessment Corporation works with the customer's team to deliver detailed designs and specifications as well as tender and cost control documents.

Construction Management/Project Monitoring

The Company utilizes its team of engineers, architects and construction management specialists to ensure that a development is completed to an agreed design, industry standards, statutory requirements, and within an agreed budget and time frame. Working at the onset of the project, Assessment Corporation can assess the financial viability and design of any development, taking into consideration potential risks. During the development, the Company monitors the progress against a schedule and budget, while addressing financial "draw-downs" and change orders on behalf of the owner or lender.

Assessment Corporation is able to assist with the statutory requirements of a variety of countries. For example, in the United Kingdom, the Company can serve as the CDM Coordinator. United Kingdom regulations place clear obligations on clients carrying out most construction work, including the requirement to appoint someone to act as CDM Coordinator for the duration of the project. Assessment Corporation's customers cover a broad spectrum, including institutional investors, developers, tenants and local authorities.

Building Consultancy

Building consultancy includes a full range of technical services needed for the maintenance and operation of a property. The Company can ensure property owners to maximize the value of their assets. Some of the many services offered include:

Preventive Maintenance Schedules

Preventative maintenance reduces the long-term cost of owning a building. Assessment can carefully plan a preventative maintenance schedule for the property owner or a building management company that anticipates the maintenance requirements of each element of a building, thereby, allowing for property budgeting and increasing the lifespan of the elements.

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Energy Assessments/Sustainable Development

The Company assesses a client's property for a number of different energy and sustainable development programs including BREEAM, Energy Performance Certificates, LEED, EnergyStar, Sustainable Building Design Advice, and Optimum Sustainable Solution Cost Gap Analysis.

Dilapidations

Dilapidations refer to a state of disrepair in a property where there is a legal liability for its condition. The Company provides a rigorous and commercial approach to dilapidations. Assessment Corporation's customers benefit from the firm's considerable expertise and ability to negotiate both from a tenant and landlord perspective. The Company's global coverage allows it to provide its client with relevant, accurate advice wherever the property might be.

Reinstatement Cost Assessments/Insurable Value Calculations

Reinstatement cost assessments or insurable value calculations are often used for insurance purposes. These assessments provide an anticipated cost of reconstructing a building in the event of damage by an insured risk.

Technical Services

The Company provides a full range of technical services on existing structures to assist in the maintenance or in the maximizing of value of the structure. A sampling of the services provided include detailed quantity surveying, hazardous or deleterious materials analysis, building defect investigations, building system repair or replacement specifications development, and repair or replacement contracting and oversight.

Cost Segregation Services

Cost Segregation is a valuable tool which can provide a significant cash flow benefit to owners of commercial real estate by correctly identifying and allocating depreciation deductions. Cost Segregation is a widely accepted tax strategy used to accelerate depreciation deductions by identifying certain building components and allocating them to an accelerated depreciation schedule of 5, 7 or 15 years. This method does not create any new deductions but rather moves deductions forward that might otherwise take 27.5 or 39 years to fully realize. Once this service is performed, the accelerated depreciation schedule and resulting tax deferral greatly improves cash flow.

Assessment Corporation provides clients with a free estimate of their potential Cost Segregation benefits and explains how Cost Segregation can benefit them. Cost Segregation involves a detailed engineering study, performed by an independent third party, which is used to identify and value the short-life components in conformity with IRS guidelines. The study must be based on sound cost estimating techniques and performed by a qualified firm. Following a site visit and a document review, a detailed breakdown of costs and proper allocations is provided to the client, to be turned over to their tax professional.

Typically, office buildings, hotels, retail stores, apartments, manufacturing facilities, and other commercial buildings constructed or acquired after 1986 generally benefit from Cost Segregation. The IRS guidance permits a depreciation "catch-up" on property placed into service in prior years, without amending tax returns. This favorable depreciation adjustment can be taken in one year.

Environmental Assessment

The Company provides a full array of environmental assessment services globally. Environmental assessments focus on identifying potential environmental concerns, determining the cost to address the identified concerns and identifying the potential for environmental liability based on a review of a

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property's history, available regulatory databases, and visual observations. The Company has developed a unique business model that emphasizes using highly knowledgeable, local professionals in the field. Unlike its competitors, Assessment Corporation's senior professionals personally perform every step of the process. The reports then undergo a thorough centralized technical review. This process ensures the quality and accuracy of the data as well as a consistent product regardless of the geography of the property.

Assessment Corporation understands that the appropriate level of assessment varies and is guided by the type of property subject to assessment, the amount of capital at risk, and the expertise and risk tolerance of the client. The Company's relationship managers average over 10 years of experience, often gained while working for financial institutions, developers or in other sectors of the real estate industry. This combination of consulting and hands-on experience helps Assessment Corporation create a peer to peer relationship with its clients. Working in conjunction with its clients, the Company is able to provide a variety of assessment products to meet its clients' needs including Phase I environmental site assessments, transaction screens, and database reviews.

Phase I Environmental Site Assessments

The Phase I assessment can involve some or all of the following evaluations of potential damages or liabilities: on-site hazardous waste contamination, off-site contingent liabilities (Superfund), and on-site regulatory compliance. The Company performs the initial investigation to identify potential areas of contamination by reviewing past and current activities conducted on-site and at adjacent properties.

Based on the information gathered during the Phase I assessment, Assessment Corporation prepares a report summarizing the findings and provides professional opinions regarding the potential for an environmental problem that may be present at the site. If necessary, the Company makes recommendations for additional work and provides associated cost estimates.

Transaction Screen Process

Transaction Screens represent a reduced scope of work from the Phase I Assessment and are designed to aid in developing information about the environmental condition of commercial real estate. Use of the transaction screen is considered to be a commercially prudent assessment, when a more comprehensive assessment may not be justified due to the value of the asset or the client's potential exposure.

Database Review

In the United States, federal, state and local government agencies maintain a number of databases identifying the locations of known or suspected hazardous waste sites or properties with the potential for environmental concern. In addition, a database review provides a quick way to screen a property or a large portfolio of properties for potential issues. A database review may be appropriate when asset values do not justify the cost of a more complete assessment, or to identify the sites most likely to have concerns, which then justify a more detailed investigation, within a portfolio of smaller properties.

Third Party Peer Review

Assessment Corporation performs third party peer reviews on reports prepared by other consultants. The Company's team of national client managers, senior project managers and technical staff review reports to ensure that industry standard methods were employed by the report authors. This represents an extension of the client's internal quality control process and ensures that each client's standards have been met. Assessment Corporation provides the client with an objective interpretation of the report's methodology and findings. The Company's

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information management systems have been developed to facilitate the review and presentation of findings for large numbers of reports associated with multi-site real estate portfolios. Assessment Corporation completes hundreds of report reviews in several days and presents the findings and conclusions in a concise summary report format.

Based on the findings of the environmental assessment, additional evaluation or action may be required to address the concerns identified. The type of follow up action is dependent on the concern identified. Examples of follow up activities that can be handled by the Company include the following:

Operations and Maintenance (O&M) Programs

If an assessment identifies the presence of, or the likely potential presence of, asbestos containing materials or lead-based paint, Assessment Corporation it can prepare an O&M program to assist the property owner in managing the material in place in a manner that is protective of tenants and site personnel and is compliant with state and federal guidelines. Some lenders require the preparation and implementation of a mold and moisture minimization plan (MMP). The purpose of the plan is to address moisture concerns in a proactive manner minimizing the potential concerns associated with the presence of mold. The Company can develop a plan for the property owner that meets the requirements of the lender.

File Reviews

If an environmental assessment identifies the subject property or a neighboring property on any of the databases reviewed, Assessment Corporation personnel can conduct detailed file reviews at federal, state and local government agencies to determine the impact of the identified concern on the subject property. Copies of closure letters or other no further action letters can be obtained.

Phase II Assessments

When an environmental assessment indicates the need for on-site sampling and analysis, or when the liabilities associated with the transaction dictate further action, a Phase II investigation is needed. The purpose of this investigation is to obtain a better understanding of the potential environmental liabilities for the property and the financial impacts of such liabilities. This is usually accomplished by field sampling and analytical laboratory testing of air, soil, groundwater, and/or site building materials to assess the presence and extent of hazardous chemicals that are suspected or have been identified during the Phase I assessment. Many of these activities are strictly regulated by state agencies.

Phase III Environmental Assessment

If the results of a Phase II assessment indicate that hazardous chemicals are present, Assessment Corporation's agreements with leading environmental firms allow the Company to follow through from site characterization into remedial investigation, design, and construction. In the event subsequent technical services are required, the Company will coordinate the selection of the most appropriate remediation firm and will remain involved in the progress of the project as long as it is necessary to ensure the smooth transition of services.

Property Condition Assessment

Assessment Corporation has extensive resources including licensed engineers, registered architects, construction experts, and cost analysts to accurately assess the condition of a property and its systems which can be critical to determining the economic viability of a commercial real estate transaction. Recommended replacement expenditures and deferred maintenance schedules become critical data

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not only during the due diligence phase of a transaction but also during the management phase of a property.

Property Acquisition Assessment - General

Due to the complexity and/or age of some properties, a more comprehensive assessment of some or all building systems may be required. Assessment Corporation can mobilize a team of construction professionals and other specialists to inspect a building. This assessment will identify, locate, and quantify significant defects, deferred maintenance, required upgrades, and obvious code violations at the property. Based on the physical condition of the components, their ages and expected useful life, significant defects and deficiencies, replacement and repair cost estimates are prepared.

The Company provides experts in the following areas:

- Structural and building envelope integrity
- HVAC and other mechanical and electrical systems
- Fire and life safety provisions
- Architectural features and systems
- Zoning and building code compliance
- ADA Audit
- Site work, paving, landscaping, and utilities
- Property Condition Assessment

Pre-Acquisition Property Condition Assessment

Due to the complexity and/or age of some properties, a more comprehensive audit of some or all building systems may be in order. Assessment Corporation runs all of its pre-acquisition assessments through its Investment Advisory Group which consists of a group of highly trained engineers and architects who have spent years learning the specialized needs and expectations that potential property owners have during their due diligence prior to acquiring a real estate asset. The type of assessments conducted range from having a single generalist perform an evaluation to sending out a multi-disciplinary team of specialists including structural engineers, roofing experts, façade experts, mechanical, electrical and plumbing (MEP) specialists, fire and life safety specialists, elevator professionals, and others as needed. In general, the pre-acquisition assessment provides a more detailed and exhaustive look at the components covered in the general property condition assessments.

Probable Loss (PL) / Seismic Studies

Assessment Corporation has a qualified group of certified engineering professionals with specialized expertise and experience in the evaluation of facilities and buildings in terms of seismic vulnerability. The primary purpose of this analysis is to estimate the maximum dollar losses expected to occur as a result of earthquake damage. Probable loss (PL) assessments are also used to determine the limits of insurance coverage or equity required to protect the client from catastrophic earthquake losses. The PL is the monetary loss of a structure on firm soil as a result of vibratory motion from the maximum probable earthquake. The PL can be modified to incorporate the effects of the site condition and the quality of building construction. The PL is expressed as a damage ratio, which equals the approximate repair cost divided by the replacement cost of the building. Replacement costs do not include the value of the land and do not reflect the market value of the property.

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Surveillance

Assessment Corporation can utilize its vast network of valuation, property condition and environmental professionals to cost effectively provide on-going surveillance for the physical and environmental conditions of a property which are critical to maintaining the value of an asset. Some of the surveillance services provided by the Company include:

Annual Servicing Inspections

Assessment Corporation employs qualified professionals with years of property condition evaluation experience and delivers consistent, on-time reports. With more than 900 property condition, environmental and real estate professionals in the United States and another 300 globally, the Company provides clients with an important resource in their efforts to provide ongoing surveillance for investors. Assessment Corporation's property inspection services give rating agencies, master and special servicers, remote property owners, asset managers and others the necessary platform to perform annual inspections on properties in a cost-effective and timely manner.

Industrial Tenant Audits

Assessment Corporation evaluates potential environmental exposures and takes measures to minimize actual or perceived risk to the value of a property by implementing an Industrial Tenant Audit (ITA) program. The Company assists in maintaining the marketable condition of leased properties and preserving the asset value of the portfolio, minimizing the potential exposure to environmental liability associated with leasing to industrial tenants, and assessing whether current tenant practices related to hazardous substance handling/use might impact the property and create potential liability.

Assessment Corporation's multi-relational database stores data and results, and this information can be accessed electronically or sorted and printed out as needed. Results include a rating for each tenant with regard to the potential environmental risk associated with that tenant's operations and the Company's recommendations to mitigate those risks.

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FINANCIAL SUMMARY

**LandAmerica Assessment Corporation
Financial Summary**

As of December 31, 2008

(\$ in thousands)

	FYE 2006	%	FYE 2007	%	FYE 2008	%
Environmental Site Assessment I	\$ 19,718	41.9%	\$ 25,019	45.8%	\$ 10,030	40.8%
Environmental Site Assessment II	1,716	3.6%	1,102	2.0%	1,927	7.8%
Property Condition Assessment	18,676	39.7%	21,571	39.5%	8,001	32.6%
Probable Maximum Loss	1,295	2.7%	1,114	2.0%	223	0.9%
Construction Progress Monitoring	1,437	3.1%	1,649	3.0%	1,431	5.8%
Assessment Other	3,356	7.1%	4,123	7.6%	2,958	12.0%
Other	901	1.9%	14	0.0%	5	0.0%
Total Revenue	\$ 47,099	100.0%	\$ 54,593	100.0%	\$ 24,575	100.0%
Salaries and Benefits	\$ 11,969	25.4%	\$ 13,430	24.6%	\$ 8,079	32.9%
Bureau Costs	22,783	48.4%	24,843	45.5%	10,510	42.8%
Communications	324	0.7%	297	0.5%	286	1.2%
Rent & Utilities	519	1.1%	711	1.3%	663	2.7%
Other Expense	694	1.5%	1,316	2.4%	1,154	4.7%
Total Expense	\$ 36,289	77.0%	\$ 40,597	74.4%	\$ 20,690	84.2%
Operating Income	\$ 10,810	23.0%	\$ 13,995	25.6%	\$ 3,884	15.8%

BUSINESS STRATEGY

Assessment Corporation provides consulting services throughout the United States to a wide range of clients including mortgage bankers, real estate investment trusts (REIT), secured lenders, and pension fund advisors. The Company's national client managers and project managers serve as client relationship managers and are the front line for quality assurance/quality control (QA/QC). These national client managers and project managers call on Assessment Corporation's Professional Associates (PA) to complete a wide variety of due diligence services.

The Company's managers have been providing services to its clients for more than 10 years. The Professional Associate typical profile includes the following: independent consulting professional or small local/regional consulting firm experience; a minimum of five years of direct experience in applicable field; in compliance with any required local, state, and/or federal registrations, and certifications; capable of generating quality reports utilizing the Company's report templates and work scopes; has the ability to complete assignments within agreed-upon project schedules; strong working knowledge of computer technology; and, has access to high-speed internet access.

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Examples of professional services that Assessment Corporation has executed include:

- Phase I Environmental Site Assessments (ASTM E 1527-00, Fannie Mae)
- Property Condition Assessments (ASTM E 2018-01)
- Transaction Screens (ASTM 1528)
- Limited and Comprehensive Lead/Asbestos Surveys
- Limited Phase II Site Assessments (Geoprobe®, GPR, soil vapor survey, etc.)
- Acquisition Assessments (PCA & ESA)
- Probable Maximum Loss Assessments (ASTM 2026-99)
- Construction Cost Analysis and Progress Monitoring

MANAGEMENT

Assessment Corporation currently has 62 full time employees.

MARKET OVERVIEW

Assessment services are a standard part of the due diligence process associated with the finance, purchase, sale, development or securitization of any real property. Historically, the top national/international real estate investment firms engaged large, national full-service engineering consulting firms to provide assessment due diligence services. These engineering firms frequently used the assessment business, which they have had difficulty providing on a cost-effective basis, as a means to capture larger remediation projects arising from assessment work. Furthermore, overhead reduction measures at large firms have caused many to retreat from the due diligence market. The result has been two fold: (i) many experienced and skilled assessors have left their positions with large consulting firms, thereby establishing an available pool of highly qualified, independent contractors; and, (ii) clients requiring national assessment services must choose between two costly options including (a) using a large firm at potentially higher costs or (b) internally developing the administrative controls necessary to manage a vast number of independent assessors nationwide. As specialized companies such as the Assessment Company have moved into the assessment industry, they have been able to meet the due diligence needs of the real estate industry in a cost-effective manner while large engineering companies have been retreating from the market.

Management believes the total available market for assessment services is approximately \$1 billion, based on the following assumptions:

- In 1990, there was a total of \$1.1 trillion in commercial mortgages outstanding in the U.S. By the end of 2007, the figure rose to \$3.3 trillion.
- An assumed average loan size in the debt market of approximately \$10 million results in approximately 330,000 transactions per year
- Approximately 35% of this debt has been originated for securitization or insurance companies, both of which require a dual scope of assessment service, Property Condition and Environmental reports. Fees for this are typically \$4,000.
- Approximately 65% of this debt has been originated for traditional balance sheet lenders (Banks). These institutions, for the most part, only require one scope of assessment service, Environmental reports. Fees for this are typically \$2,000.

EXHIBIT B

FORM OF BILL OF SALE

THIS BILL OF SALE (as it may be amended, supplemented or otherwise modified from time to time, this "Bill of Sale") is entered into as of _____, 2009, by and between LandAmerica Assessment Corporation, a Virginia corporation (the "Seller") and Partner Assessment Corporation, a California corporation ("Buyer"), with reference to the following:

A. Pursuant to that certain Asset Purchase Agreement, dated as of March 6, 2009 (as it may be amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), by and between Seller and Buyer, Buyer has agreed to purchase from Seller and Seller has agreed to sell to Buyer that certain personal property, comprising a portion of the Transferred Assets and set forth on Schedule 1 ("Personal Property").

B. The Asset Purchase Agreement requires, as a condition to Closing, that Seller enter into this Bill of Sale.

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

1. All capitalized terms used in this Bill of Sale, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of any and all Lien, and Buyer hereby purchases from Seller, all of the Personal Property.

3. Seller hereby acknowledges and reaffirms its obligations under the Asset Purchase Agreement, including the obligation to execute and deliver to Buyer such other instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as may be requested in order to perfect title of Buyer to the Personal Property.

4. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. 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. This Bill of Sale does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Bill of Sale, the provisions of the Asset Purchase Agreement shall control.

6. This of Sale shall be governed by and interpreted in accordance with the laws of the State of New York.

7. This Bill of Sale may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The exchange of copies of this Bill of Sale and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Bill of Sale as to the parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed as of the day and year first above written.

SELLER:

LANDAMERICA ASSESSMENT
CORPORATION, a Virginia corporation

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO EXHIBIT B
PERSONAL PROPERTY

LandAmerica Assessment Company
 Schedule of Fixed Assets

Tag Number	Asset Description	Asset ID	Serial ID
LA0038749	10/100BASET RTR	000000000373	MX0623J1JQ
LA0038750	WIC-1DSU-T1	000000000374	
LA0039083	COLOR LASER PRINTER	000000000379	
LA0039084	COMPUTERS	000000000380	
LA0039085	COMPUTERS	000000000381	
LA0039086	COMPUTERS	000000000382	
LA0119674	PowerVault 124T	000000000754	JYM26D1
LA0064737	DELL OPTIPLEX GX270T	000000000558	DKMJ141
LA0086085	1PORT ISDN BRI NT-1	000000000697	33000368
LA0086086	CISCO 1841 W/WIC	000000000698	TX0904W0XN
LA0087754	CISCO WS-C3750G-24T-	000000000706	AT0914K04H
LA0039198	PETTY ASSETS	000000000492	
LA0044668	24PORT SWITCH	000000000510	HK0623Z27Q
LA0044722	OPTIPLEX GX260T	000000000511	G7NF721
LA0044725	OPTIPLEX GX260T	000000000514	28NF721
LA0039096	LAPTOP	000000000392	
LA0039097	LAPTOP	000000000393	
LA0039087	COMPUTERS	000000000383	
LA0039088	COMPUTERS	000000000384	
LA0039089	COMPUTERS	000000000385	
LA0039090	COMPUTERS	000000000386	
LA0039091	DELL	000000000387	
LA0039199	PETTY ASSETS	000000000493	
LA0042301	COMPUTERS	000000000501	
LA0042302	NETWORK	000000000502	
LA0047115	OPTIPLEX GX260T	000000000522	679TM21
LA0047116	OPTIPLEX GX260T	000000000523	J4FTM21
LA0039102	COMPUTERS	000000000396	
LA0039200	PETTY ASSETS	000000000494	
LA0063128	CASTELLE SBE FAX SRV	000000000555	08410186
LA0066061	DELL OPTIPLEX GX270	000000000560	JSZGB41
LA0068753	24PORT SWITCH	000000000564	OC0815S48W
LA0069840	CERTANCE DDS4 DAT	000000000566	HN0KVNP
LA0039119	SCANNER, 2 PRINTERS	000000000413	
LA0039201	PETTY ASSETS	000000000495	
LA0053250	AUTODESK AUTOCAD LT	000000000533	
LA0054303	FUJ SCAN PARTNER	000000000535	3030073
LA0039112	EQUIP DELL MARKETING	000000000406	
LA0039105	COMPUTERS	000000000399	
LA0039106	COMPUTERS	000000000400	
LA0039107	COMPUTERS	000000000401	
LA0039108	DELL COMPUTER	000000000402	
LA0039103	COMPUTER HARDWARE	000000000397	
LA0039104	COMPUTERS	000000000398	
LA0039120	COMPUTERS	000000000414	
LA0039121	COMPUTERS	000000000415	
LA0039122	COMPUTERS	000000000416	
LA0039123	COMPUTERS	000000000417	
LA0039202	PETTY ASSETS	000000000496	

LA0055322	DELL OPTIPLEX GX260T	000000000539	FCDS331
LA0083012	DELL 1901FP MONITOR	000000000653	
LA0083013	DELL 1901FP MONITOR	000000000654	
LA0089991	2811 W/ AC PWR	000000000710	TX0923A378
LA0086294	DELL OPTIPLEX GX280	000000000701	236MZ61
LA0086295	DELL OPTIPLEX GX280	000000000702	436MZ61
LA0086296	DELL OPTIPLEX GX280	000000000703	536MZ61
LA0089204	HP LJ4350TN PRINTER	000000000707	CNDXB03126
LA0089990	1PT T3/E3 NTWK MOD	000000000709	OC091049MF
LA0066278	DELL OPTIPLEX GX270	000000000562	1HLMF41
LA0081180	DELL PWRVAULT EXHD	000000000567	91S2N41
LA0086071	CISCO WS-C2950-24	000000000696	OC0905Y0E9
LA0086293	DELL OPTIPLEX GX280	000000000700	J26MZ61
LA0054627	HP LJ 9000N PRINTER	000000000538	JPBNN05328
LA0056346	DELL OPTIPLEX GX260T	000000000548	8RMBB31
LA0056706	FUJITSU 300DPI CLR S	000000000549	305008815A
LA0059195	GBC DOCUBIND P400	000000000554	
LA0064719	HP LJ 4300TN PRINTER	000000000556	CNGY300482
LA0066277	DELL OPTIPLEX GX270	000000000561	FGLMF41
LA0053139	36.4GB ULTRA SCSI	000000000530	32JH9870J8
LA0053140	36.4GB ULTRA SCSI	000000000531	32JH9870J7
LA0053141	36.4GB ULTRA SCSI	000000000532	32JH9870HF
LA0053253	APC SMART UPS	000000000534	
LA0054492	FUJI TK88 CART	000000000536	
LA0054626	HP LJ9000 2K SHT TRA	000000000537	THBLB37091
LA0047211	FUJITSU 300DPI CLR S	000000000524	302020715A
LA0048139	DELL OPTIPLEX GX260T	000000000525	3593T21
LA0048140	DELL OPTIPLEX GX260T	000000000526	6593T21
LA0053136	36.4GB ULTRA SCSI	000000000527	32JH9870KV
LA0053137	36.4GB ULTRA SCSI	000000000528	32JH9870JH
LA0053138	36.4GB ULTRA SCSI	000000000529	32JH9870JC
LA0044726	OPTIPLEX GX260T	000000000515	CDYF321
LA0044727	OPTIPLEX GX260T	000000000516	DDYF321
LA0044728	OPTIPLEX GX260T	000000000517	52Y0421
LA0044729	OPTIPLEX GX260T	000000000518	62Y0421
LA0039986	OPTIPLEX GX260T	000000000500	4RGKZ11
LA0042543	OPTIPLEX GX260T	000000000503	1ZNW121
LA0042544	OPTIPLEX GX260T	000000000504	4ZNW121
LA0042865	WIC-1DSU-T1	000000000507	
LA0042866	10/100BASET MDLR RTR	000000000508	MX0623J1A4
LA0039203	PETTY ASSETS	000000000497	
LA0039354	OPTIPLEX GX240 REFRB	000000000498	
LA0039190	SCANNER	000000000484	
LA0039182	NETWORK	000000000476	
LA0039183	NETWORK	000000000477	
LA0039184	NETWORK	000000000478	
LA0039177	HOT PLUGS	000000000471	
LA0039178	LASER JET & SCANNER	000000000472	
LA0039173	EQUIPMENT DELL MARKE	000000000467	
LA0039163	COMPUTERS AND EQUIPM	000000000457	
LA0039164	COMPUTERS AND EQUIPM	000000000458	
LA0039166	DELL	000000000460	
LA0039157	COMPUTERS	000000000451	

LA0039158	COMPUTERS	000000000452
LA0039159	COMPUTERS	000000000453
LA0039160	COMPUTERS	000000000454
LA0039161	COMPUTERS	000000000455
LA0039162	COMPUTERS	000000000456
LA0039151	COMPUTERS	000000000445
LA0039152	COMPUTERS	000000000446
LA0039153	COMPUTERS	000000000447
LA0039154	COMPUTERS	000000000448
LA0039155	COMPUTERS	000000000449
LA0039156	COMPUTERS	000000000450
LA0039145	COMPUTERS	000000000439
LA0039146	COMPUTERS	000000000440
LA0039147	COMPUTERS	000000000441
LA0039148	COMPUTERS	000000000442
LA0039149	COMPUTERS	000000000443
LA0039150	COMPUTERS	000000000444
LA0039140	COMPUTERS	000000000434
LA0039141	COMPUTERS	000000000435
LA0039142	COMPUTERS	000000000436
LA0039143	COMPUTERS	000000000437
LA0039144	COMPUTERS	000000000438
LA0039133	COMPUTER HARDWARE	000000000427
LA0039134	COMPUTER HARDWARE	000000000428
LA0039135	COMPUTER NETWORK	000000000429
LA0039136	COMPUTER NETWORK	000000000430
LA0039137	COMPUTER NETWORK	000000000431
LA0039138	COMPUTER NETWORK	000000000432
LA0039127	3 COMPUTERS	000000000421
LA0039128	3 COMPUTERS	000000000422
LA0039129	CARD AND ROUTER	000000000423
LA0039130	COMPUTER EQUIPMENT	000000000424
LA0039131	COMPUTER EQUIPMENT	000000000425
LA0039132	COMPUTER EQUIPMENT	000000000426
LA0038937	OPTIPLEX GX260T	000000000376 J39BX11
LA0038938	OPTIPLEX GX260T	000000000377 1JJBX11
LA0039082	CARD AND CABLE	000000000378
LA0084760	FUJITSU FI-4120C SCA	000000000686 663566
LA0083450	DELL OPTIPLEX GX280	000000000748 CWMJ661
LA0081430	CISCO WS-C2950-24	000000000568 OC0835Y47L
LA0082163	SERVER	000000000572
LA0082164	COMPUTER	000000000573
LA0082165	COMPUTER	000000000574
LA0082166	COMPUTER	000000000575
LA0082167	COMPUTER	000000000576
LA0082168	COMPUTER	000000000577
LA0082169	COMPUTER	000000000578
LA0082170	COMPUTER	000000000579
LA0082171	COMPUTER	000000000580
LA0082172	COMPUTER	000000000581
LA0082173	COMPUTER	000000000582
LA0082174	COMPUTER	000000000583
LA0082175	DSL ROUTER	000000000584

LA0084702	DELL OPTIPLEX GX280	00000000683	JGWMG61
LA0085159	CISCO VPN 3002 HW	00000000689	AM08502659
LA0097596	2811 VSEC Bundle	00000000742	
LA0097974	Dual Core Xeon Proc 5110	00000000746	
LA0082200	ROUTER	00000000609	
LA0082201	COMPUTER	00000000610	
LA0082202	COMPUTER	00000000611	
LA0082203	COMPUTER	00000000612	
LA0084652	DELL OPTIPLEX GX280	00000000674	2HWMG61
LA0084653	DELL OPTIPLEX GX280	00000000675	3HWMG61
LA0085160	CISCO VPN 3002 HW	00000000690	AM08502661
LA0082204	COMPUTER	00000000613	
LA0084651	DELL OPTIPLEX GX280	00000000673	1HWMG61
LA0081881	CISCO 1721 ROUTER	00000000570	TX0840Y0NN
LA0081882	CISCO T1/FRACT.WIC	00000000571	OC08321FB4
LA0082241	SERVER	00000000650	
LA0082242	TOSHIBA 4600 LAPTOP	00000000651	
LA0082243	SERVER	00000000652	
LA0084527	DELL OPTIPLEX GX280	00000000657	6G67G61
LA0084528	DELL OPTIPLEX GX280	00000000658	8G67G61
LA0084529	DELL OPTIPLEX GX280	00000000659	CG67G61
LA0084530	DELL OPTIPLEX GX280	00000000660	DG67G61
LA0084531	DELL OPTIPLEX GX280	00000000661	HG67G61
LA0084532	DELL OPTIPLEX GX280	00000000662	JG67G61
LA0084533	DELL OPTIPLEX GX280	00000000663	2H67G61
LA0084534	DELL OPTIPLEX GX280	00000000664	4H67G61
LA0084535	DELL OPTIPLEX GX280	00000000665	6H67G61
LA0084536	DELL OPTIPLEX GX280	00000000666	7H67G61
LA0084537	DELL OPTIPLEX GX280	00000000667	9H67G61
LA0084538	DELL OPTIPLEX GX280	00000000668	BH67G61
LA0084539	DELL OPTIPLEX GX280	00000000669	FH67G61
LA0084548	DELL OPTIPLEX GX280	00000000671	FMR7G61
LA0084654	DELL OPTIPLEX GX280	00000000676	729KK61
LA0084655	DELL OPTIPLEX GX280	00000000677	929KK61
LA0084690	DELL OPTIPLEX GX280	00000000678	71X4J61
LA0085002	CISCO WS-C2950-24	00000000687	OC0833Z1AD
LA0085307	CISCO VPN 3002 HW	00000000693	
LA0086103	CISCO WS-C2950-24	00000000699	OC0905X2YB
LA0086394	DELL OPTIPLEX GX280	00000000704	5GLKZ61
LA0085161	CISCO VPN 3002 HW	00000000691	AM08502671
LA0082208	SERVER	00000000617	
LA0082209	COMPUTER	00000000618	
LA0082210	COMPUTER	00000000619	
LA0082211	COMPUTER	00000000620	
LA0082212	COMPUTER	00000000621	
LA0082213	COMPUTER	00000000622	
LA0082214	COMPUTER	00000000623	
LA0082215	COMPUTER	00000000624	
LA0082216	COMPUTER	00000000625	
LA0082217	COMPUTER	00000000626	
LA0082218	COMPUTER	00000000627	
LA0082219	COMPUTER	00000000628	
LA0082231	TOSHIBA 4600 LAPTOP	00000000640	

LA0084487	DELL OPTIPLEX GX280	000000000656	38ZJG61
LA0084547	DELL OPTIPLEX GX280	000000000670	9N48G61
LA0084692	DELL OPTIPLEX GX280	000000000679	4HWMG61
LA0084693	DELL OPTIPLEX GX280	000000000680	5HWMG61
LA0084694	DELL OPTIPLEX GX280	000000000681	6HWMG61
LA0095782	DELL OPTIPLEX GX620	000000000727	3QJQMB1
LA0095783	DELL OPTIPLEX GX620	000000000728	5QJQMB1
LA0095784	DELL OPTIPLEX GX620	000000000729	7QJQMB1
LA0095785	DELL OPTIPLEX GX620	000000000730	8QJQMB1
LA0095786	DELL OPTIPLEX GX620	000000000731	CQJQMB1

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION (as it may be amended, supplemented or otherwise modified from time to time, this “Assignment and Assumption”) is entered into as of _____, 2009, by and between LandAmerica Assessment Corporation, a Virginia corporation (the “Assignor”) and Partner Assessment Corporation, a California corporation (“Assignee”), with reference to the following:

A. Pursuant to that certain Asset Purchase Agreement, dated as of March 6, 2009 (as it may be amended, supplemented or otherwise modified from time to time, the “Asset Purchase Agreement”), by and between Assignor and Assignee, Assignee has agreed to purchase from Assignor and Assignor has agreed to sell to Assignee, the Transferred Assets.

B. The Asset Purchase Agreement requires, as a condition to Closing, that Assignee and Assignor enter into this Assignment and Assumption Agreement.

Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

Assignor and Assignee hereby agree as follows:

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

2. **Assignment.** Subject to the terms and conditions of the Asset Purchase Agreement (including obtaining third parties’ consent when required), Assignor does hereby assign, grant, transfer, convey, and set over unto Assignee all of Assignor’s rights, title and interest in and to all of the Transferred Assets, together with such other rights, causes of action and remedies as may arise by operation of law, in law or equity, in connection with any of such contracts.

3. **Assumption.** Subject to the terms of the Asset Purchase Agreement, Assignee hereby undertakes, assumes and agrees to perform, pay or discharge when and as due all of the obligations of Assignor under the Transferred Assets (subject to obtaining third parties’ consent when required) insofar as such liabilities and obligations arise after the Closing Date in accordance with the terms of the Asset Purchase Agreement.

4. **Binding Effect.** This Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

5. **Governing Law.** This Assignment and Assumption shall be governed by and interpreted in accordance with the laws of the State of New York.

6. **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. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Asset Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern.

7. **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.

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

The parties hereto have executed this Assignment and Assumption as of the date first written above.

SELLER:

LANDAMERICA ASSESSMENT CORPORATION, a Virginia corporation

By: _____

Name: _____

Title: _____

PURCHASER:

PARTNER ASSESSMENT CORPORATION, a California corporation

By: _____

Name: _____

Title: _____

**AFFIDAVIT REGARDING FOREIGN INVESTMENT
IN REAL PROPERTY TAX ACT**

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. Real Property Interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. Real Property interest by LandAmerica Assessment Corporation ("Seller") the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto).

2. Seller's U.S. employer identification number is: [].

3. Seller's address is:

[]
[]

4. Seller is not a disregarded entity as defined in Treasury Reg. § 1.1445-2(b)(2)(iii) of the Code.

5. Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

LANDAMERICA ASSESSMENT
CORPORATION

By: _____

Name:

Title:

EXHIBIT E
FORM OF REQUEST FOR DISMISSAL

NO. 08-9390

LANDAMERICA ASSESSMENT CORPORATION,

Plaintiff,

v.

MICHAEL EVANS HOWELL, an individual, and PARTNER ENGINEERING AND SCIENCE, INC., a corporation,

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

160TH JUDICIAL DISTRICT

§
§
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§
§
§

AGREED MOTION TO DISMISS WITH PREJUDICE

NOW COMES, Plaintiff LandAmerica Assessment Corporation and Defendants Michael Evans Howell and Partner Engineering and Science, Inc., ("Parties") in the above-styled and numbered cause make and file this Agreed Motion to Dismiss with Prejudice.

All matters in dispute between the Parties to the above entitled cause having been satisfactorily compromised, it is hereby agreed by and between the Parties that the cause should be dismissed, without costs to either party. It is further and agreed that an order pursuant to the foregoing may be entered of record without further notice to either Party. It is further agreed that said dismissal shall be a bar to any action based on or arising out of the claims in this action.

Wherefore, the Parties hereto pray the Court enter an order dismissing this cause with prejudice.

Respectfully submitted,

By: _____

**ON BEHALF OF PLAINTIFF
LANDAMERICA ASSESSMENT
CORPORATION**

By: _____

Lee L. Cameron, Jr.
State Bar No. 03675380
Marcie J. Freeman
State Bar No. 24007206
WILSON ELSEY MOSKOWITZ
EDELMAN & DICKER
901 Main Street, Suite 4800
Dallas, Texas 75202
Telephone: 214-698-8000
Facsimile: 214-698-1101

**ATTORNEYS FOR DEFENDANT
MICHAEL EVANS HOWELL**

By:  _____

Christopher C. White
State Bar No. 00797005
Steven J. Anderson
State Bar No. 24045409
MARSHALL WHITE LLP
901 Main Street, Suite 4100
Dallas, Texas 75202
Telephone: 214-722-7100
Facsimile: 214-722-7111

**ATTORNEYS FOR DEFENDANT
PARTNER ENGINEERING AND SCIENCE**

NO. 08-9390

LANDAMERICA ASSESSMENT CORPORATION,

Plaintiff,

v.

MICHAEL EVANS HOWELL, an individual, and PARTNER ENGINEERING AND SCIENCE, INC., a corporation,

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

160TH JUDICIAL DISTRICT

§
§
§
§
§
§
§

ORDER GRANTING AGREED MOTION TO DISMISS WITH PREJUDICE

On the _____ day of March, 2009, this Court considered the parties' Agreed Motion to Dismiss with Prejudice in the above styled lawsuit. Having considered the Motion, the Court finds that all matters in dispute between the parties have been fully and finally compromised and the parties have agreed to dismiss this cause with prejudice.

IT IS THEREFORE ORDERED that this cause be and the same is hereby dismissed with prejudice.

SIGNED this _____ day of _____, 2009.

JUDGE PRESIDING

EXHIBIT F
ACCOUNTS RECEIVABLE
AS OF FEBRUARY 28, 2009

<u>Unit</u>	<u>Unit Name</u>	<u>Corp</u>	<u>Unapplied</u>	<u>0-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181-365</u>	<u>366+</u>	<u>Total</u>
15693	LAC - San Diego	294	-	4,400.00	29,900.00	172,400.00	-	-	206,700.00
15695	LAC - Howell	294	-	9,500.00	-	6,400.00	24,900.00	-	40,800.00
15696	LAC - Nyack	294	-	132,390.00	3,600.00	205,675.00	350,740.00	25,400.00	717,805.00
15699	LAC - Production	294	(1,350.00)	-	-	-	-	-	(1,350.00)
15715	LAC - Construction Lending	294	-	106,775.00	26,500.00	26,000.00	17,150.00	26,006.33	202,431.33
15716	LAC - Investment Advisory	294	-	-	-	-	12,550.00	-	12,550.00
15735	LAC - Newport Beach (Tan)	294	-	82,375.00	10,750.00	61,685.00	118,585.00	451,085.00	724,480.00
18188	LAC - Charlotte (Hird)	294	-	314,425.00	53,400.00	43,425.00	53,595.00	14,600.00	479,445.00
18189	LAC - Chicago (Mueller)	294	-	79,010.00	14,850.00	-	21,500.00	2,500.00	117,860.00
18191	LAC - New Jersey (Sandhu)	294	-	189,676.00	22,337.50	35,350.00	15,310.00	500.00	263,173.50
18466	LAC - Charlotte (Burkart)	294	-	13,505.60	-	12,592.47	20,236.00	-	46,334.07
18467	LAC - Houston (Vavrek)	294	-	36,010.00	18,995.00	19,050.00	11,800.00	17,100.00	102,955.00
19189	Accounting	294	(77,350.00)	-	-	-	200.00	-	(77,150.00)
19193	LAC - Canby	294	-	157,910.00	18,262.50	18,400.00	73,550.00	3,325.00	271,447.50
19194	LAC - Vaughn	294	-	50,080.00	2,900.00	19,610.00	23,890.00	6,400.00	102,880.00
19311	LAC - Asia South Pacific	294	-	-	-	-	-	750.00	750.00
19312	LAC - Latin America	294	-	-	-	-	4,000.00	9,300.00	13,300.00
19407	LAC - Atlanta (Cochran)	294	-	-	-	-	-	12,635.00	12,635.00
20025	LAC - Chicago (Sorenson)	294	-	140,962.00	19,500.00	64,800.00	8,075.00	2,000.00	235,337.00
21514	LAC-Chicago (Waldman)	294	-	-	-	-	-	6,900.00	6,900.00
22094	LAC Central Region Admin	294	-	32,200.00	18,450.00	18,700.00	-	-	69,350.00
22095	LAC Central Region-Gell	294	-	-	-	-	23,400.00	8,000.00	31,400.00
22096	LAC Central-Dallas-Column	294	-	-	-	-	9,850.00	-	9,850.00
22097	LAC East Region Admin	294	-	566,582.00	139,490.00	14,205.00	-	-	720,277.00
22101	LAC East Region Schmidt	294	-	12,249.66	1,766.66	10,400.66	9,700.00	10,200.00	44,316.98
22805	Cost Segregation	294	-	21,800.00	-	-	-	-	21,800.00
23104	LAC - Alipharetta	294	-	54,775.00	6,675.00	-	-	-	61,450.00
	294 Total		(78,700.00)	2,004,625.26	387,376.66	728,693.13	799,031.00	596,701.33	4,437,727.38

Exhibit B

Paul V. Shalhoub (Admitted *Pro Hac Vice*)
Rachel C. Strickland (Admitted *Pro Hac Vice*)
Jamie M. Ketten (Admitted *Pro Hac Vice*)
WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, New York 10019
(212) 728-8000

- and -

Dion W. Hayes (VSB No. 34304)
John H. Maddock III (VSB No. 41044)
McGUIREWOODS LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
(804) 775-1000

Proposed Attorneys for Debtor and
Debtor in Possession

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

-----X
In re : Chapter 11
: :
LandAmerica Assessment Corporation, : Case No. 09-31453 (KRH)
: :
Debtor. :
-----X

**ORDER APPROVING SALE NOTICE AND SCHEDULING
SALE HEARING FOR MARCH __, 2009**

Upon the motion (the "**Motion**")¹ of LandAmerica Assessment Corporation (the "**Debtor**"), dated as of March 9, 2009, for an order, approving the form and manner of sale notice; and the Court having reviewed the Motion and the Evans Affidavit; and the Court having

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that further notice of the Motion and the Sale Hearing shall be given as provided for in the Motion; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Sale Notice is APPROVED.

2. A hearing on the Motion will be held on March __, 2009 at ____ a.m., prevailing Eastern Time at the Spottswood W. Robinson III & Robert Merhidge, Jr., U.S. Courthouse, Fifth Floor, 701 E. Broad Street, Room 5000, Richmond, Virginia to hear and consider the relief requested in the Motion.

3. Objections to the Motion must be filed and served within the time and in the manner set forth in the Sale Notice. Competing bids, if any, should be submitted as set forth in the Sale Notice.

Dated: March __, 2009

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Paul V. Shalhoub (Admitted *Pro Hac Vice*)
Rachel C. Strickland (Admitted *Pro Hac Vice*)
Jamie M. Ketten (Admitted *Pro Hac Vice*)
WILLKIE FARR & GALLAGHER LLP
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– and –

Dion W. Hayes (VSB No. 34304)
John H. Maddock III (VSB No. 41044)
McGUIREWOODS LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
(804) 775-1000

Proposed Attorneys for the Debtor and
Debtor in Possession

LOCAL BANKRUPTCY RULE 9022-1(C) CERTIFICATION

Pursuant to Local Rule 9022-1 (C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

Dion W. Hayes (VSB No. 34304)
McGUIREWOODS LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
(804) 775-1000

Exhibit C

Paul V. Shalhoub (Admitted *Pro Hac Vice*)
Rachel C. Strickland (Admitted *Pro Hac Vice*)
Jamie M. Ketten (Admitted *Pro Hac Vice*)
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- and -

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John H. Maddock III (VSB No. 41044)
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One James Center
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(804) 775-1000

Attorneys for Debtor and
Debtor in Possession

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

-----X
In re : Chapter 11
: :
LandAmerica Assessment Corporation, : Case No. 09-31453 (KRH)
: :
Debtor. :
-----X

**ORDER: (A) APPROVING SALE OF SUBSTANTIALLY ALL OF
DEBTOR'S ASSETS AND RELATED ASSET PURCHASE
AGREEMENT; AND (B) GRANTING RELATED RELIEF**

Upon the motion¹ (the "Sale Motion") (Docket No. ___), dated March 9, 2009, of LandAmerica Assessment Corporation, the above-captioned debtor and debtor in possession ("LAC," or the "Debtor"), for the entry of an order, pursuant to sections 105(a) and 363 of title

¹ Unless otherwise stated herein, all capitalized terms shall have the same meaning as set forth in the APA (as defined herein) and the Sale Motion, as applicable. In the event of any conflict regarding the meaning of a capitalized term used in the Sale Motion, the APA, or this Order, the meaning in the APA shall control.

11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (a) approving the sale (the “Sale”) of the Transferred Assets to Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc. (the “Buyer”) and the related asset purchase agreement (the “APA”); and (b) granting related relief; and the Court having reviewed the foregoing and having heard the statements of counsel and the evidence presented in support of the relief requested by the Debtor in the Sale Motion at a hearing before the Court on March __, 2009 (the “Sale Hearing”); and it appearing that the Court has jurisdiction over the matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:²

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014, and Rules

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2002-1 and 6004-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Notice of the Sale, the Sale Motion, and the Sale Hearing

D. The Debtor sent, via electronic mail, facsimile, or first class mail on or about March __, 2009, a copy of the Sale Notice to all interested persons and entities, including, but not limited to: (a) the Office of the United States Trustee for the Eastern District of Virginia, (b) the attorneys for the Creditors’ Committees, (c) those creditors holding the twenty (20) largest unsecured claims against LAC’s estate, (d) all known creditors of LAC, (e) all parties that previously expressed an interest in purchasing the principal assets of LAC, (f) all parties who have requested notice in the chapter 11 cases of LFG, LES, or LAC, and (g) such other parties entitled to receive notice pursuant to this Court’s December 23, 2008 amended administrative order entered in the cases of LFG and LES. Accordingly, the Debtor has provided actual written notice of the Sale, the Sale Motion, and the Sale Hearing, along with a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein, to all persons and entities entitled to receive notice in accordance with this Court’s order dated March __, 2009 (the “Scheduling Order”).

E. The Debtor caused publication of the notice of the Sale, the Sale Motion and the time and place of the Sale Hearing on the website located at <http://chapter11.epiqsystems.com/landamerica>.

F. As evidenced by the affidavits of service previously filed with this Court and the statements of the Debtor’s counsel at the Sale Hearing, proper, timely, adequate, and sufficient notice of the Sale, the Sale Motion, and the Sale Hearing has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9014, and

the Scheduling Order. The foregoing notice described in paragraphs D through E was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale, the Sale Motion, and the Sale Hearing is required.

G. The disclosures made by the Debtor concerning the Sale, the Sale Motion, and the Sale Hearing were good, complete and adequate.

Good Faith of Buyer

H. The Buyer is purchasing the Transferred Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision. Among other things: (a) the Buyer recognized that the Debtor was free to deal with any other party interested in acquiring the Transferred Assets; (b) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; (c) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (d) the negotiation, documentation and execution of the APA, and all other agreements, instruments and documents that are contemplated under the APA or that may be reasonably necessary or desirable to implement the Sale and the performance of the transactions contemplated under the APA (such additional agreements, documents and instruments being collectively referred to as the “Ancillary Documents”), were done at arms’ length and in good faith.

Best Option for the Debtor

I. Along with its advisors, the Debtor reviewed and considered various potential strategic and financial suitors that it believed might be interested and capable of pursuing a transaction. Ultimately, the Debtor concluded that the APA represented the best opportunity to maximize value.

J. On March 6, 2009, LAC and the Buyer entered into the APA.

K. The APA does not preclude the Debtor from considering other offers for the Transferred Assets.

L. As of the date hereof, the Debtor has not received an offer that the Debtor deems to be higher or otherwise better than the offer contained within the APA.

M. The Debtor believes that the APA represents the best option at this time. The negotiated and agreed-upon terms and conditions of the APA will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative. The Debtor's determination that the APA represents the best option for its stakeholders constitutes a valid and sound exercise of the Debtor's business judgment.

N. The APA represents a fair and reasonable offer to purchase the Transferred Assets. Approval of the Sale Motion and the consummation of the transactions contemplated therein is in the best interests of the Debtor, its creditors, its estate and other parties in interest.

No Fraudulent Transfer

O. The consideration provided by the Buyer pursuant to the APA is fair and adequate, represents consideration deemed valuable in law and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The transactions contemplated under the APA have not been entered into in order to hinder, delay or defraud any of the Debtor's creditors or any other parties in interest.

Validity of the Sale and Treatment of Liens

P. The Debtor has full corporate power and authority to execute and deliver the APA and the Ancillary Documents, and no further consents or approvals are required for the Debtor to

consummate the transactions contemplated by the APA and the Ancillary Documents, except as otherwise contemplated by or set forth in the APA.

Q. As of the date hereof, the Transferred Assets constitute property of the Debtor's bankruptcy estate and title thereto is vested in the Debtor's bankruptcy estate.

R. As of the date hereof, the Debtor believes the Transferred Assets are not encumbered with any liens and encumbrances. However, should any liens and encumbrances nonetheless exist as to the Transferred Assets as of the Closing Date, all such liens and encumbrances shall be deemed to have been released and removed such that the Transferred Assets are sold to the Buyer free and clear of all liens, claim, encumbrances and other interests, with all such liens, claims, encumbrances and other interests to attach to the net proceeds of the Sale, subject to any claims and defenses that the Debtor may possess with respect thereto.

S. Accordingly, the transfer of the Transferred Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer, and will vest the Buyer with all right, title, and interest of the Debtor to the Transferred Assets free and clear of all liens, claims, encumbrances and other interests against the Transferred Assets existing as of the Closing Date or otherwise accruing, arising or relating to any time prior to the Closing Date (collectively, "Liens").

Section 363(f) Is Satisfied

T. The Buyer would not have entered into the APA and would not consummate the transactions contemplated thereby if the Transferred Assets were encumbered with any Liens as of the Closing Date or the Buyer could be liable for any Liens on the Transferred Assets in the future.

U. The Debtor may sell the Transferred Assets to Buyer free and clear of all Liens against the Transferred Assets because one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. With respect to any and all entities asserting a Lien on or against the Transferred Assets either (i) such entity has consented to the sale free and clear of its Lien (if it received a copy of the Sale Motion and did not object), with such Lien to attach to the net proceeds of the Sale respectively, (ii) applicable non-bankruptcy law permits the sale of the Transferred Assets free and clear of such Lien, (iii) such Lien is in bona fide dispute, or (iv) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Lien, so that the conditions of section 363(f) of the Bankruptcy Code have been met.

V. Those holders of Liens against the Transferred Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Liens, if any, who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Liens, if any, in each instance against any of the Transferred Assets, attach to the net proceeds of the Sale ultimately attributable to the Transferred Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtor and its estate may possess with respect thereto.

Justification for the Sale

W. To maximize the value of the Transferred Assets and to preserve the viability of the businesses represented by the Transferred Assets, it is essential that the Sale of the Transferred Assets occur promptly. Time is of the essence in consummating the Sale.

X. Given the adequacy and fair value of the purchase price under the APA, the proposed Sale of the Transferred Assets to the Buyer constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

Y. The consummation of the transactions contemplated under the APA and the Ancillary Documents is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f) and 363(m) and all of the applicable requirements of such sections have been complied with in respect of the transactions.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved in all respects.
2. All objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objections have been otherwise satisfied or adequately provided for.

Approval of the APA

3. The APA and all Ancillary Documents and all of the terms and conditions thereof are hereby approved.
4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) enter into, execute and assume the APA and all Ancillary Documents, (ii) consummate the Sale of the Transferred

Assets to the Buyer, (iii) perform and implement all of the terms, conditions and obligations of the APA and the Ancillary Documents, and (iv) close the Sale as contemplated in the APA, the Ancillary Documents and this Order.

5. This Order shall be binding in all respects upon the Debtor, its estate, all creditors of, and holders of equity interests in, the Debtor (whether known or unknown), any holders of Liens against or on all or any portion of the Transferred Assets, the Transferred Assets and any trustees, if any, subsequently appointed in the Debtor's chapter 11 case or upon any subsequent conversion to chapter 7 of the Bankruptcy Code. This Order and the APA shall inure to the benefit of the Debtor, its estate, its creditors, the Buyer and their respective successors and assigns.

Transfer of the Transferred Assets

6. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Transferred Assets to the Buyer on the Closing Date. Such Transferred Assets shall be transferred to the Buyer upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Transferred Assets and, upon the Debtor's receipt of the Purchase Price, shall be free and clear of all Liens. Upon the Closing, the Buyer shall take title to and possession of the Transferred Assets. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Transferred Assets shall be free and clear of (a) any and all Liens, and (b) all interests, liabilities, obligations or claims, including, without limitation, all "claims" within the meaning of section 101(5) of the Bankruptcy Code.

7. All persons and entities holding Liens or interests in all or any portion of the Transferred Assets arising under, out of, in connection with, or in any way relating to the Debtor,

the Transferred Assets, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Transferred Assets to the Buyer, hereby are forever barred, estopped and permanently enjoined from asserting against the Buyer or their successors or assigns, their property, or the Transferred Assets, such persons' or entities' Liens or interests in and to the Transferred Assets. On the Closing Date, each creditor is authorized to execute such documents and take all other actions as may be necessary to release all Liens on the Transferred Assets, if any, as provided for herein, as such Liens may have been recorded or may otherwise exist.

8. Each and every term and provision of this Order, together with the APA and the Ancillary Documents, shall be binding in all respects upon, the Debtor, the Debtor's estate, its creditors, shareholders, and third parties, and their respective successors or assigns, including but not limited to any persons asserting any Lien against or interest in the Debtor's estate or any of the Transferred Assets. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer the Transferred Assets to the Buyer in accordance with the terms of the APA, the Ancillary Documents and this Order.

9. Any persons and entities that are in possession of some or all of the Transferred Assets on the Closing Date are directed to surrender possession of such Transferred Assets to the Buyer or its assignee at the Closing.

10. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to act to cancel any of the Liens and other encumbrances of record against the Transferred Assets.

11. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Transferred Assets shall

not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens or interests which the person or entity has or may assert with respect to all or any portion of the Transferred Assets, the Debtor is hereby authorized, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Transferred Assets.

12. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and the Ancillary Documents.

Other Provisions

13. Except for certain assumed liabilities expressly identified in the APA or as otherwise expressly provided for in this Order, the Buyer shall not by virtue of consummation of the APA and the Ancillary Documents be deemed to have assumed any liability or other obligation of the Debtor.

14. The transactions contemplated by the APA and the Ancillary Documents are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and the Sale are duly stayed pending such appeal. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

15. The failure to specifically reference or to include any particular provision of the APA or the Ancillary Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that each and every provision of the APA and the Ancillary Documents be authorized and approved in its entirety.

16. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the APA, all amendments thereto and any waivers and consents thereunder and each of the Ancillary Documents and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

17. Unless otherwise dictated herein, all time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

18. The requirement set forth in Bankruptcy Rule 6003(b) is hereby deemed satisfied, as the approval of the Sale Motion within less than 20 days after the filing of LAC's petition is necessary to avoid immediate and irreparable harm to the value of LAC.

19. The requirement set forth in Local Bankruptcy Rule 9013-1(G) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Sale Motion or otherwise waived.

20. To the extent there are any inconsistencies between the terms of this Order and the APA, the terms of this Order shall control.

21. The stay provision of Bankruptcy Rule 6004(h) and any other similar rule shall not apply to this Order, and hence, this Order shall be effective immediately upon its entry.

Dated this ____ day of March 2009. ENTERED:

United States Bankruptcy Judge

WE ASK FOR THIS:

Paul V. Shalhoub (Admitted *Pro Hac Vice*)
Rachel C. Strickland (Admitted *Pro Hac Vice*)
Jamie M. Ketten (Admitted *Pro Hac Vice*)
WILLKIE FARR & GALLAGHER LLP
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(212) 728-8000

– and –

Dion W. Hayes (VSB No. 34304)
John H. Maddock III (VSB No. 41044)
McGUIREWOODS LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
(804) 775-1000
Proposed Attorneys for the Debtor and
Debtor in Possession

LOCAL BANKRUPTCY RULE 9022-1(C) CERTIFICATION

Pursuant to Local Rule 9022-1 (C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

Dion W. Hayes (VSB No. 34304)
McGUIREWOODS LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
(804) 775-1000

Exhibit D

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

-----X
In re : Chapter 11
 :
LandAmerica Assessment Corporation, : Case No. 09-31453 (KRH)
 :
Debtor. :
-----X

NOTICE OF PROPOSED SALE AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On March 6, 2009, the above-captioned debtor (the “Debtor” or “LAC”) entered into an Asset Purchase Agreement (the “APA”) to sell certain assets to Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc. (the “Buyer”), free and clear of any liens and interests pursuant to 11 U.S.C. § 363(f). On March 9, 2009, the Debtor also filed a motion (the “Motion”) requesting that the Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) schedule a hearing (the “Sale Hearing”) to consider approval of the APA and the sale to the Buyer, and establish notice and objection procedures with respect to the proposed sale.

2. The Sale Hearing will be held before the Honorable Kevin R. Huennekens, 701 East Broad Street, Richmond, Virginia 23219 on March __, 2009 at __ a.m. (prevailing Eastern Time), or at such other time thereafter as counsel may be heard. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement by the Debtor of the adjournment in open court on the date scheduled for the Sale Hearing.

3. Objections, if any, to the sale or the relief requested in the Motion must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules of the Eastern District of Virginia; (c) be filed with the clerk of the Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Suite 4000, Richmond, Virginia 23219, on or before 4:00 p.m. (prevailing Eastern Time) on March [__], 2009 or such later date and time as the Debtor may agree (the “Objection Deadline”); and (d) be served so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on the same day, upon (i) McGuireWoods LLP, One James Center, 901 East Cary Street, Richmond, Virginia 23219-4030 (Attn: Dion W. Hayes, Esq.), co-counsel to the Debtor; (ii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Paul Shalhoub, Esq.), co-counsel to the Debtor; and (iii) the Office of the United States Trustee, 701 East Broad Street, Richmond, Virginia 23219 (Attn: Robert Van Arsdale, Esq.). **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT**

AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER HEARING AND NOTICE.

4. The Motion contains a summary of certain of the salient provisions of the APA, as well as the events leading up to the Debtor's commencement of its bankruptcy case. Parties in interest should review the complete terms and conditions of the APA and related agreements and exhibits for a full understanding of the terms of the proposed sale. Copies of the Motion, the APA and related documents can be found on (a) the Bankruptcy Court's website, www.vaeb.uscourts.gov, and (b) <http://chapter11.epiqsystems.com/landamerica>, and are on file with the Clerk of the Bankruptcy Court.

5. Any party wishing to submit a competing bid should submit such bid on or before the Objection Deadline by delivering to the parties listed in paragraph 3(d) herein a definitive mark-up of the APA showing the changes that such competing bidder proposes.

Richmond, Virginia
March __, 2009

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- and -

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