**MANAGEMENT SERVICES AGREEMENT**

This MANAGEMENT SERVICES AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2005, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LLC, a \_\_\_\_\_\_\_\_\_\_\_\_ limited liability company ("Agency") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Manager").

WHEREAS, Agency is a limited liability company organized, authorized, and licensed to act as a title insurance agent under applicable state law; and

WHEREAS, MANAGER is in the business of managing title agency operations for title insurance agents licensed in the India; and

WHEREAS, Agency’s Operating Agreement (the "Operating Agreement") contemplates that Agency appoint and retain a manager to manage the business and affairs of Agency, subject to the conditions and limitations set forth in the Operating Agreement; and

WHEREAS, the Issuing Agency Agreement (the "Agency Agreement") between the Agency and its Title Insurance Company sets forth the terms and conditions of the agency relationship including, but not limited to, the duties of the Agency thereunder; and

WHEREAS, Agency wishes to retain MANAGER as the Manager of the Agency, to manage the business and affairs of Agency in accordance with the terms and conditions of the Agency Agreement, the Operating Agreement, and applicable state law.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Manager. MANAGER shall be the manager of Agency and, except as otherwise provided in the Operating Agreement, shall have full, complete, and exclusive discretion to manage and control the business, affairs and properties of Agency.

2. Manager's Responsibilities and Authority. In connection with the duties assumed or assigned hereunder, MANAGER shall supervise the operations at Agency’s offices, wherever such offices may be located, consistent and in accordance with the terms and conditions of the Agency Agreement. MANAGER's authority, obligations and responsibilities include, but are not limited to, the following:

(a) MANAGER may negotiate, execute and deliver on behalf of Agency such agreements, certificates, deeds, deeds of trust, notes, leases, security agreements, contracts of sale, and other documents as it deems necessary and appropriate in its sole discretion to give effect to any conveyances, leases, debt obligations and security therefore, and to procure labor, materials, or services including, without limitation, the services of professionals.

(b) MANAGER is authorized and directed to set up any and all necessary bank accounts on behalf of Agency for the payment of Agency's operating expenses and, in connection therewith, to designate persons authorized to sign such checks, which persons may or may not be employees of MANAGER. Furthermore, MANAGER may borrow funds on behalf of Agency from banks, lending institutions and other third parties on such terms and conditions as MANAGER may deem appropriate and, in connection therewith, MANAGER may grant security interests in Agency's assets to secure repayment of such borrowed funds. MANAGER may also invest Agency's funds as it deems proper and appropriate.

(c) MANAGER may acquire assets on behalf of Agency as is necessary and appropriate in managing the business and affairs of Agency.

(d) MANAGER shall purchase the following insurance on behalf of Agency: (i) for each Agency location, property insurance on contents as well as improvements and betterments, if necessary; (ii) general liability insurance for premises and operations; (iii) workers compensation and employer’s liability insurance; (iv) hired and non-owned automobile liability insurance; (v) $1,000,000 umbrella liability insurance policy; (vi) commercial crime insurance coverage, together with any surety bonds required by state laws or regulations; (vii) directors and officers liability insurance; (viii) title agents errors and omissions coverage; and (ix) group medical, life, accidental death and dismemberment and long-term disability insurance for Agency employees.

(e) MANAGER shall prepare such budgets and periodic reports for Agency as it deems necessary and appropriate, and MANAGER shall provide such budgets and reports to the members of Agency. If Agency is required to have an annual audit, MANAGER shall coordinate such audit at Agency’s expense.

(f) MANAGER shall coordinate, at Agency’s expense, the timely filing of all tax returns required under applicable state and federal laws.

(g) MANAGER shall hold meetings of directors and members in person or via conference call as necessary or required, or may request that action be taken by written consent; provided, however, that MANAGER shall act in accordance with the Operating Agreement and applicable laws and regulations in doing so.

(h) MANAGER may perform all other acts as may be necessary or appropriate to conduct Agency’s business, subject to all conditions and limitations set forth in the Agency Agreement and the Operating Agreement.

3. Term and Termination. The initial term of this Agreement is five (5) years. Upon expiration of the initial term, either party hereto may terminate this Agreement by giving the other party at least one hundred eighty (180) days prior written notice of its intent to terminate the Agreement.

Notwithstanding the foregoing, this Agreement may be terminated by either party at any time for Cause by giving the other party thirty (30) days prior written notice of its intent to terminate the Agreement. If the Agency Agreement is terminated for any reason, then this Agreement shall automatically terminate on the same date without any notice thereof. As used herein, "Cause" means a party's breach of a material term or failure to perform a material obligation hereunder that is not cured within (i) thirty (30) days of such party's receipt of written notice of default from the other party, or (ii) if such default cannot be cured within thirty (30) days, then such longer period as is reasonable provided that the party in default is attempting to cure the default in good faith and with due diligence.

4. Organizational Fee. Agency shall pay MANAGER a one-time organizational fee of Fifty Thousand Dollars ($.50,000) for its services in establishing Agency. Such fee is due and payable by Agency to MANAGER on the first day of the month following the Agency Opening Date or the date of this Agreement, whichever is later (the "Payment Date"). "Agency Opening Date" means the date on which Agency processes its first commitment or policy.

5. Management Fee. Agency shall pay MANAGER an annual management fee that is due and payable in equal monthly installments on the first day of each month, beginning with the Payment Date (the "Management Fee"). The initial Management Fee is Fifty Thousand Dollars ($.50,000).

Three (3) years after the Payment Date and every year thereafter during the term of this Agreement (each, a "Calculation Date"), the Management Fee shall increase by the percentage increase in the CPI for the immediately preceding calendar year as calculated below; provided, however that the Management Fee shall never increase by less than two percent (2%) nor more than five percent (5%) percent at any given time. As used herein, "CPI" means the non-seasonally adjusted Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (1982-1984 = 100) published by the Bureau of Labor Statistics, United States Department of Labor.

For each Calculation Date, the increase in the Management Fee shall be determined as follows:

Multiply the Management Fee for the calendar year immediately preceding the Calculation Date by a fraction, the numerator of which is the CPI for the month immediately prior to the Calculation Date, and the denominator of which is the CPI for the month one (1) year prior to the Calculation Date. If the index for any month in question is not published as of the effective date of adjustment, then Agency shall pay the existing Management Fee until the index necessary to perform the calculations described herein is published, and MANAGER is able to calculate the revised amount of the Management Fee due from Agency.

6. Compliance. MANAGER shall perform its duties hereunder in compliance with the Agency Agreement, the Operating Agreement and all applicable state and federal laws and regulations including, without limitation, tax, employment, licensing and insurance laws and regulations.

7. Assignment. This Agreement is not assignable by either party hereto without the prior written consent of the other party. The terms, promises, covenants and agreements contained in this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

8. Non-waiver. Failure of either party to enforce any provision of this Agreement shall not operate or be construed as a waiver of any such provision or provisions, nor prevent such party from thereafter enforcing any of its rights with respect to other or further violations of the Agreement.

9. Entirety. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and it supersedes all prior written or oral agreements and undertakings with respect to such subject matter. This Agreement may be modified only by a writing signed by both parties to this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the India.

11. Notice. All notices, requests, demands, payments and other communications hereunder shall be deemed to have been duly given if sent in writing, by hand delivery or certified mail, to the address set forth in the preamble hereof, or to such other address as may be given to the other party in writing. Notice of change of address shall be effective only upon receipt.

The parties hereto have executed this Management Services Agreement as of the date set forth above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_ Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_