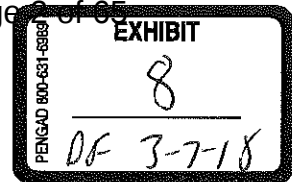


Exhibit A



MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into effective as of the 12th day of December 2015, by and among Old Republic National Title Holding Company, a Delaware corporation ("ORNTHC"), Old Republic National Title Insurance Company, a Florida insurance corporation ("ORNTIC"), Attorneys' Title Insurance Fund, Inc., a Florida corporation ("ATIF"), Attorneys' Title Insurance Fund, a Florida Business Trust ("Fund Trust") and Attorneys' Title Fund Services, LLC, a Florida limited liability company ("ATFS"). Old Republic International Corporation, a Delaware corporation ("ORI") is entering into this Agreement solely for purposes of the provisions relating to ORI contained in Section 4(g) and Section 7(b)(iii) of this Agreement.

Recitals

- A. ATIF desires to reinsure ATIF's outstanding title insurance policy exposure.
- B. ORNTIC is willing to reinsure such title insurance policy exposure under the terms of a Reinsurance Contract as referenced in this Agreement.
- C. Fund Trust owns all of the outstanding shares of stock of ATIF.
- D. The reinsurance of ATIF's outstanding title insurance policies pursuant to the Reinsurance Contract will constitute a substantial financial benefit to ATIF and Fund Trust.
- E. In return for the reinsurance under the Reinsurance Contract, ATIF, Fund Trust and an indirect subsidiary of ATIF are willing to sell, transfer and assign to ORNTIC certain assets.
- F. ATFS was formed by ATIF and ORNTIC in July 2009 for the purposes of providing certain services to ORNTIC and title insurance agents.
- G. ATIF and ORNTIC would like to make certain amendments, described below, to the documents with respect to ATFS.
- H. ATIF and ATFS also would like to enter into a Services Agreement, as provided below, in support of their common mission.

Operative Terms

For good and valuable consideration and the mutual promises more fully described below, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Sale of Certain Assets. At the Closing:

- (a) ATIF will sell, assign and transfer to ORNTIC, free and clear of all liens, claims, encumbrances, encroachments, restrictions, calls, puts and options (the "Encumbrances") solely the following assets:
- (i) all of ATIF's cash, cash equivalents, bonds, other investments and investment income and accounts and other receivables other than (A) cash in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), (B) ATIF's federal income tax receivable as shown on ATIF's statutory balance sheet as of June 30, 2015, whether or not such receivable has been converted to cash, and (C) the cash bond posted in case number 12-23599-CIV-Seitz/Simonton, in the U.S. District Court for the Southern District of Florida court, whether or not it has been converted to cash (the items described in this paragraph (i) other than those items described in sub-paragraphs (A), (B) and (C) being collectively called the "Cash and Investment Assets");
 - (ii) all of ATIF's right, title and interest in and to the intellectual property described in the IP Assignment, as defined below; and
 - (iii) all unpaid judgments and related collection proceedings in favor of ATIF or Poker Run Acquisitions, Inc. ("Poker Run"), a wholly owned subsidiary of Florida Title Company, a Florida corporation, which is a wholly owned subsidiary of ATIF including, without limitation, those described in Attachment 1 (collectively, the "Judgments");
 - (iv) all right, title and interest of ATIF or any of its direct or indirect subsidiaries as to all other recoveries under title claims including, without limitation, any and all paid claims (the "Title Claims"); and
- (b) Fund Trust will sell, assign and transfer to ORNTIC, free of all Encumbrances, all of it right, title and interest in and to the intellectual property described in the IP Assignment.
- (c) ATIF will sell and convey to ORNTIC certain real estate upon the terms and conditions of that Real Estate Sale Agreement, a copy of which is attached as Attachment 2-Real Estate (the "Real Estate Agreement") with respect to certain real property and related assets located in Orange County, Florida.

The assets being sold, assigned and transferred under this Section 1 are collectively called the "Purchased Assets."

2. Application or Distribution of Certain Recoveries. As to any amounts finally recovered by ORNTIC solely with respect to the Gorrin Judgment, which is described in Attachment 1 (the "Gorrin Recovery"):

- (a) ORNTIC shall retain an amount equal to all of ORNTIC's attorneys' fees and other costs and expenses arising out of or related to the collection of the Gorrin Judgment or any portion thereof;
- (b) ORNTIC shall retain 25% of the Gorrin Recovery that remains after deducting the amounts described in Section 2(a);
- (c) the balance of the Gorrin Recovery after deducting the amounts described in Section 2(a) and Section 2(b) (the "Net Gorrin Recovery") will be applied as follows:
 - (i) if the value of the sum of the Purchased Assets equal or exceed the then paid Ultimate Losses under the Reinsurance Contract and the then ORNTIC estimate of future losses on ATIF policies (determined according to standard ORNTIC accounting practices and in ORNTIC's sole determination) which sum is the Estimated Total ATIF Loss, the Net Gorrin Recovery shall be distributed to ATIF;
 - (ii) if recoveries are made prior to the three year anniversary of the Closing Date, two-thirds (2/3) of the 75% shall be held in escrow. The escrowed funds are then subject to the comparison of the Purchased Assets with Estimated Total ATIF Loss at the three year anniversary of this Agreement; and
 - (iii) ORNTIC shall retain any portion of the Net Gorrin Recovery necessary to fund any difference between the value of the Purchased Assets and the then determined Estimated Total ATIF Loss at the time of collection or the three year anniversary of this Agreement as applicable.

Notwithstanding anything in this Section 2 above, upon a total collection by any combination of ATIF and ORNTIC of Seven Million (\$7,000,000.00) Dollars the next Two Hundred Thousand (\$200,000.00) Dollars will be paid pursuant to an agreement between ATIF and Branch Banking Trust Co. as successor to Colonial Bank and shall be charged against ATIF's portion of the Gorrin Recovery.

3. Limited Assumption of Liabilities. All Liabilities, as defined below, of ATIF, Fund Trust, Florida Title Company and Poker Run (collectively, the "Fund Companies"), except for the liabilities of ATIF that ORNTIC is expressly assuming under the Reinsurance Contract and Real Estate Agreement are being retained by ATIF, Fund Trust and Poker Run respectively (collectively, the "Retained Liabilities"), and none of ORNTIC, ORNTHC, or any of their affiliates is assuming or becoming responsible for such Retained Liabilities. Without in any way limiting the breadth of the immediately preceding sentence, the Retained Liabilities shall include all of the following: (a) accounts payable and other current Liabilities; (b) long-term Liabilities; (c) Liabilities under any contracts including, without limitation, under any contracts with any of ATIF's agents; (d) Liabilities under any closing protection letters; (e) Liabilities under any reinsurance assumption treaties ceding liability to ATIF; (f) judgments against any of the Fund Companies; (g) indemnification obligations of ATIF with respect to any of its directors, officers,

employees or agents; (h) bank or other indebtedness; (i) taxes, and penalties, interest and additional amounts on or with respect to taxes; (j) claims and proceedings and threatened claims and proceedings against any of the Fund Companies; (k) Liabilities under any employee benefit plan or employment contract; and (l) any other Liabilities relating to any employees, agents, or contractors of any of the Fund Companies. For purposes of this Section, the term "Liabilities" means any liabilities or obligations of whatever kind or nature, whether or not disclosed on, or whether or not required by generally accepted accounting principles or statutory accounting principles to be disclosed on, any financial statement or filing with the Florida Office of Insurance Regulation (the "OIR") or any other governmental department or agency (the OIR and any such other governmental department or agency being called a "Governmental Authority"), whether known or unknown, whether asserted or unasserted, whether absolute, contingent or a contingency, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, and whether arising out of contract, tort, infringement, breach of any duty, or otherwise.

4. Closing Deliveries. At the Closing:

- (a) ATIF will execute and deliver to ORNTIC an assignment of the Cash and Investment Assets in the form attached to this Agreement as Attachment 3;
- (b) ATIF, Fund Trust, ORNTIC, ORNTHC, and ATFS will execute and deliver to ORNTHC an assignment of certain intellectual property assets in the form attached to this Agreement as Attachment 4 (the "IP Assignment");
- (c) ATIF and Poker Run will execute and deliver to ORNTIC an assignment of the Judgments in the form attached to this Agreement as Attachment 5;
- (d) ATIF and ORNTIC will enter into the Title Insurance Assumption Reinsurance Contract (the "Reinsurance Contract"), in the form attached to this Agreement as Attachment 6;
- (e) ATIF will assign to ORNTIC all rights of subrogation of paid claims and recovery for breach of agency agreements in the form of the Subrogation Assignment attached to this Agreement as Attachment 7;
- (f) ORNTHC and ATIF will execute and deliver the First Amendment to Amended and Restated Joint Venture Agreement, dated as of October 6, 2011, in the form attached to this Agreement as Attachment 8 (the "JV Amendment");
- (g) ATFS, ORNTIC and ORI will join in the JV Amendment for the purposes of consenting to the JV Amendment;
- (h) ORNTHC, ATFS and ATIF will execute and deliver the First Amendment to Amended And Restated Operating Agreement of Attorneys' Title Fund Services, LLC, effective as of October 6, 2011 in the form attached to this Agreement as Attachment 9;

- (i) ATFS and Fund Trust execute and deliver the Services Agreement in Support of The Fund's Mission in the form attached to this Agreement as Attachment 10 (the "Services Agreement");
- (j) ATIF, and ORNTIC will enter into a license agreement with respect to certain intellectual property assets in the form attached to this Agreement as Attachment 11;
- (k) ATIF shall deliver to ORNTIC:
 - (i) articles of organization of ATIF, certified by the Secretary of State of the State of Florida (the "Florida Secretary of State") within 10 days prior to the Closing Date;
 - (ii) certificate of active status as to ATIF, issued by the Florida Secretary of State within 10 days prior to the Closing Date;
 - (iii) bylaws of ATIF, certified by the secretary or assistant secretary of ATIF;
 - (iv) certified copy of resolutions of the directors and sole shareholder of ATIF authorizing and approving this Agreement, the Real Estate Agreement and the transactions contemplated by this Agreement (the "Contemplated Transactions");
 - (v) certificate of incumbency as to the officers of ATIF;
 - (vi) articles of organization of Poker Run, certified by the Florida Secretary of State within 10 days prior to the Closing Date;
 - (vii) certificate of active status as to Poker Run, issued by the Florida Secretary of State within 10 days prior to the Closing Date;
 - (viii) bylaws of Poker Run, certified by the secretary or assistant secretary of Poker Run;
 - (ix) certified copy of resolutions of the directors and sole shareholder of Poker Run authorizing and approving the assignment of the Gorrin Judgment by Poker Run;
 - (x) certificate of incumbency as to the officers of Poker Run; and
 - (xi) such other documents, certificates, and instruments as ORNTIC or ORNTHC may reasonably request in connection with the Contemplated Transactions;
- (l) Fund Trust shall deliver to ORNTIC and ORNTHC:

- (i) the declaration of trust, and all amendments thereto, as to Fund Trust, certified by the Florida Secretary of State within 10 days prior to the Closing Date;
 - (ii) certificate of active status as to Fund Trust, issued by the Florida Secretary of State within 10 days prior to the Closing Date;
 - (iii) certified copy of a written consent as to Fund Trust approving this Agreement, the Real Estate Agreement and the Contemplated Transactions;
 - (iv) certificate of incumbency as to Fund Trust; and
 - (v) such other documents, certificates, and instruments as ORNTIC or ORNTHC may reasonably request in connection with the Contemplated Transactions;
5. Option to Acquire Shares of Stock. ORNTIC, or one of its designated affiliates, shall have the option to purchase from Fund Trust all of the shares of stock of ATIF, free and clear of all Encumbrances, for a purchase price equal to the greater of (a) ATIF's net book value, determined in accordance with generally accepted accounting principles, or (b) Five Hundred Thousand Dollars (\$500,000.00). Such option may be exercised by ORNTIC by giving notice of exercise to Fund Trust at any time beginning with the Closing and continuing until one year after the date, if any, on which ATIF ceases to be a member of ATFS. The purchase price for such shares of stock shall be paid in immediately available funds. In furtherance of the option in this Section 5, without the prior written approval of ORNTIC, which may be granted or withheld in the sole and absolute discretion of ORNTIC, ATIF shall not issue any shares of its stock or any options, warrants or other securities convertible into its shares of stock, and Fund Trust shall not sell, transfer or assign any shares of stock of ATIF.
6. Representations and Warranties.
- (a) By ATIF and Fund Trust. ATIF and Fund Trust represent and warrant to ORNTIC and ORNTHC as follows:
 - (i) ATIF is a corporation duly incorporated, validly existing, and having active status under the laws of the State of Florida, and has full power and authority to own its properties and to conduct the businesses in which it is engaged.
 - (ii) ATIF has provided to ORNTIC a true and correct copy of ATIF's articles of incorporation and bylaws, and all amendments and modifications thereto.
 - (iii) ATIF has the corporate power to enter into, execute, and deliver this Agreement and the agreements referred to herein to which ATIF is a party and to consummate each of the Contemplated Transactions.

- (iv) The execution, delivery, and performance of this Agreement and the other agreements referred to herein to which ATIF is or will be a party and the consummation of each of the Contemplated Transactions have been duly authorized by the board of directors and sole shareholder of ATIF, and ATIF has taken all other actions required by applicable legal requirements, the ATIF articles of incorporation, the ATIF bylaws, and any other governing documents in order to consummate each of the Contemplated Transactions.
- (b) By Fund Trust. Fund Trust represents and warrants to ORNTIC and ORNTHC as follows:
- (i) Fund Trust is a business trust duly formed, validly existing, and having active status under the laws of the State of Florida, and has full power and authority to own its properties and to conduct the businesses in which it is now engaged.
 - (ii) Fund Trust has provided to ORNTIC a true and correct copy of Fund Trust's declaration of trust, and any other governing documents of Fund Trust, and all amendments and modifications thereto.
 - (iii) Fund Trust has the power to enter into, execute, and deliver this Agreement and the agreements referred to herein to which Fund Trust is a party and to consummate each of the Contemplated Transactions.
 - (iv) The execution, delivery, and performance of this Agreement and the other agreements referred to herein to which Fund Trust is or will be a party and the consummation of each of the Contemplated Transactions have been duly authorized by Fund Trust, and Fund Trust has taken all other actions required by applicable legal requirements, the Fund Trust declaration of trust and any other governing documents in order to consummate each of the Contemplated Transactions.
- (c) By ORNTIC. ORNTIC represents and warrants to ATIF and Fund Trust as follows:
- (i) ORNTIC is an insurance corporation duly incorporated, validly existing, and having active status under the laws of the State of Florida, and has full power and authority to own its properties and to conduct the businesses in which it is now engaged.
 - (ii) ORNTIC has provided to ATIF and Fund Trust a true and correct copy of ORNTIC's articles of incorporation .
 - (iii) ORNTIC has the corporate power to enter into, execute, and deliver this Agreement and the agreements referred to herein to which ORNTIC is a party and to consummate each of the Contemplated Transactions.

- (iv) The execution, delivery, and performance of this Agreement and the other agreements referred to herein to which ORNTIC is or will be a party and the consummation of each of the Contemplated Transactions have been duly authorized by ORNTIC.

7. Covenants.

- (a) Access. ATIF and Fund Trust shall afford to ORNTIC, upon reasonable notice, free and full access during reasonable business hours to the properties, books and records of ATIF, Fund Trust and Poker Run (collectively, the "Fund Companies"), and the right to consult with the representatives of the Fund Companies in order that ORNTIC may have full opportunity to make such investigations as it shall deem necessary of the title insurance policy operations and loss salvage efforts of the Fund Companies.
- (b) Confidentiality.
 - (i) ORI, ORNTHC, ORNTIC, ATFS and ATIF mutually agree that prior to the Closing or termination of this Agreement, certain confidential and proprietary information of the parties have been shared or may have to be shared. The parties agree that, another party's confidential information:
 - (1) shall not be used for any internal purpose other than implementing the business relationship contemplated by this Agreement;
 - (2) shall be distributed internally to only those individuals that are directly involved with the implementation and administration of this Agreement; and
 - (3) shall not be released to any third party or entity (including, without limitation, other title insurance underwriters and agents).
 - (ii) In the event of a release or use of the another party's confidential information that is not authorized or is prohibited by Section 7(b)(i), the aggrieved party may seek to recover damages and/ or assert all available equitable remedies including, without limitation, enjoining the breaching party from the current or any additional unauthorized use or release of the confidential information, either during the existence of this Company or after termination of same. The parties acknowledge that ORI, ORNTHC and ORNTIC, through their subsidiaries and affiliates, are currently engaged in the title, as well as property and casualty, mortgage guaranty and life insurance businesses.
 - (iii) After the Closing, ATIF and Fund Trust shall, and shall cause each of their affiliates and representatives to, hold in strict confidence and not divulge or disclose any information of any kind concerning this Agreement, the Contemplated Transactions, ATFS, ORNTIC, ORNTHC or any of the affiliates of ORNTHC (collectively, the "Confidential Information"),

except to the extent that such individual or entity can show that such Confidential Information (A) is generally available to and known by the public through no fault of such individual or entity, (B) is required to be disclosed under applicable law or judicial process or (C) was lawfully acquired by such individual or entity from and after the Closing Date from sources that were not prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation. If any of the Fund Companies or any of their respective affiliates or representatives, is compelled to disclose any Confidential Information by judicial or administrative process or by any law, regulation or rule, such individual or entity shall promptly notify ORNTIC in writing and shall disclose only that portion of such Confidential Information that such individual or entity is advised by such Individual or entity's counsel in writing is legally required to be disclosed, provided that such individual or entity shall use such individual or entity's commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded to such Confidential Information.

- (iv) Notwithstanding the above, the reinsurance of ATIF's title insurance policies by ORNTIC may be publicly disclosed without identifying the terms of this Agreement (including, without limitation, the Attachments hereto).
- (c) Expenses. Except as otherwise provided in this Agreement, the parties shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the consummation of the Contemplated Transactions including, without limitation, all fees and expenses of their respective counsel and representatives.
- (d) Further Assurances; and Reasonable Efforts. Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other actions as may be necessary or convenient to carry out the Contemplated Transactions. Each party hereto agrees to use commercially reasonable efforts to cause the condition to Closing in Section 9 to be satisfied on or before the Closing Date. At any time and from time to time after the Closing, at ORNTIC's reasonable request and without further consideration, each of the Fund Companies promptly shall execute and deliver such confirmatory instruments of sale, transfer, conveyance, assignment and confirmation, and take such other actions, as ORNTIC may reasonably request to more effectively transfer, convey and assign to ORNTIC, and to confirm ORNTIC's title to and interest in, the Purchased Assets, to assist ORNTIC in exercising all rights with respect thereto and to carry out the purposes and intent of this Agreement.

8. Closing. The closing of the transactions, including execution and delivery of this Agreement and documents identified contemplated by this Agreement, (the "Closing") shall take place at the offices of Old Republic National Title Insurance Company, 3000 Bayport Drive,

Suite 1000, Tampa, Florida 33607 at 10:00 am five (5) business days after approval of this Agreement and the Contemplated Transactions by the OIR (the "OIR Consent"), or on such other date and at such other time as ATIF and ORNTIC may agree in writing. The date on which the Closing occurs is called the "Closing Date." The Closing under this Agreement and the closing under the Real Estate Agreement (the "Real Estate Closing") shall take place contemporaneously.

9. Condition to the Closing. The obligations of parties with respect to actions to be taken by them at the Closing in order to effect the Closing are subject to the OIR Consent.

10. Breach. In the event a party breaches or is in breach of this Agreement, any other party may provide written notice of such breach. The breaching party shall have thirty (30) days to cure such breach. If such breach is not cured or cannot be cured within that period, the non-breaching party may, at its election, pursue any and all remedies available to it as to such breach. In the event any party is required to bring legal proceedings with respect to any obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees.

11. Termination. This Agreement may be terminated at any time prior to the Closing only upon the mutual written consent of ORNTIC and ATIF.

12. General Provisions.

(a) Survival. All representations, warranties, covenants and obligations in this Agreement (including, without limitation, the Attachments to this Agreement) will survive the Closing and the consummation of the Contemplated Transactions.

(b) Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of all of the other parties; provided that ORNTIC or ORNTHC may assign this Agreement, in whole or in part, to any affiliate of ORNTIC or ORNTHC after giving notice thereof to ATIF. Any attempt to assign this Agreement other than in accordance with this Section 12(a) shall not be valid or effective.

(c) Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, by courier, or posted by United States registered or certified mail, with postage prepaid, addressed as follows:

If to ORNTHC:

Old Republic National Title Holding Company
3000 Bayport Drive, Suite 1000
Tampa, FL 33607
Attn: President

If to ORNTIC:

Old Republic National Title Insurance Company
3000 Bayport Drive, Suite 1000
Tampa, FL 33067
Attn: President

If to ATFS:

Attorneys' Title Fund Services, LLC
6545 Corporate Centre Blvd.
Orlando, FL 32822
Attn: President

If to ATIF:

Attorneys' Title Insurance Fund, Inc.
6545 Corporate Centre Blvd.
Orlando, FL 32822
Attn: President

If to Fund Trust:

Attorneys' Title Insurance Fund, a Florida Business Trust
6545 Corporate Centre Blvd.
Orlando, FL 32822
Attn: _____

- (d) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing signed by the party granting the waiver.
- (e) Counterparts. This Agreement 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.
- (f) Binding Agreement; No Third Party Beneficiaries. This Agreement is binding upon, and shall inure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement shall be construed as giving any person, other than the parties, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement.
- (g) Entire Agreement; Modification. This Agreement and its Attachments embody all of the representations, warranties, covenants, agreements and understandings of the parties in relation to the subject matter hereof, and no representations, warranties covenants, agreements or understandings in relation to the subject

matter hereof exist among or between the parties except as are expressly set forth in this Agreement or the Attachments. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

- (h) Applicable Law. This Agreement shall be governed by the laws of the State of Florida without giving effect to any of its principles of conflicts of law that would result in the application of the laws of any other jurisdiction.
- (i) Equitable Remedies. A party shall be entitled to equitable remedies including, without limitation, specific performance, in order to enforce its rights under this Agreement.
- (j) Captions. Captions contained in this Agreement are inserted for convenience and reference only, do not form a part hereof, and in no way shall define, limit, interpret, extend, or describe the scope of this Agreement or any provision of this Agreement.
- (k) Waiver of Jury Trial. EACH PARTY HERETO HEREBY AGREES IRREVOCABLY, KNOWINGLY, AND VOLUNTARILY THAT, IN ANY ACTION, PROCEEDING, CROSSCLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM BROUGHT IN RESPECT OF ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, SUCH PARTY SHALL AND DOES HEREBY (a) WAIVE ALL RIGHTS TO TRIAL BY JURY AND (b) WAIVE THE RIGHT TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH A RIGHT TO JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A RIGHT TO JURY TRIAL HAS NOT BEEN WAIVED.

[signature pages follow]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed and attested thereto as of the date first written above.

ATTEST:

OLD REPUBLIC NATIONAL TITLE
HOLDING COMPANY

By: W. V. Lee

By: Mark Bilbrey
mark Bilbrey
President

ATTEST:

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By: W. V. Lee

By: Mark Bilbrey
mark Bilbrey
President

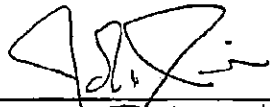
ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
INC.

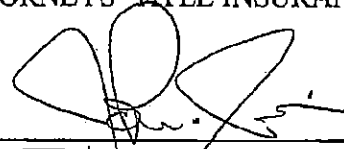
By: John H. Simmons
JOHN H. SIMMONS
Secretary

By: John H. Simmons
John H. Simmons
President

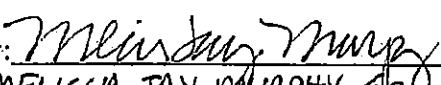
ATTEST:

By: 
JOHN H. SIMMONS
Secretary

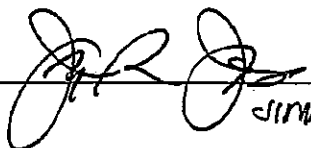
ATTORNEYS' TITLE INSURANCE FUND

By: 
JOHN H. SIMMONS
President

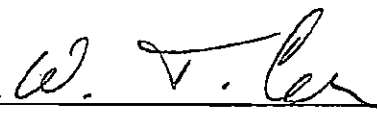
ATTEST:

By: 
MELISSA JAY MURPHY, Secretary

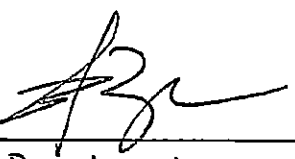
ATTORNEYS' TITLE FUND SERVICES, LLC

By: 
JIMMY R. JONES, PRES.

ATTEST:

By: 

OLD REPUBLIC INTERNATIONAL CORPORATION, solely for purposes of the provisions relating to it contained in Section 4(g) and Section 7(b)(iii) above

By: 
Rande Yeager
~~CEO~~ Senior V.P.

TITLE INSURANCE ASSUMPTION REINSURANCE CONTRACT

issued to

**ATTORNEYS' TITLE INSURANCE FUND, INC.
Orlando, Florida**

by

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Tampa, Florida**

TITLE INSURANCE ASSUMPTION REINSURANCE CONTRACT

Table of Contents

Article		Page #
1	Business Covered	3
2	Cession and Assumption of Liability; Exclusions	3
3	Term	4
4	Consideration	4
5	Policy and File Retention	4
6	Notice, Investigation and Settlement of Claims	4
7	Payment of Losses	5
8	Recoupment and Subrogation	5
9	Definitions	5
10	Original Conditions	6
11	No Third-Party Rights	7
12	Financial Information, Audit and Inspection	7
13	Confidentiality	7
14	Errors and Omissions	7
15	Insolvency	8
16	Arbitration	8
17	Termination	8
18	Integration; No Partnership	9
19	Notices	9
20	Assignment	9
21	Laws Governing	10
22	Reserves and Risk Limits	10
23	Offset	10
24	Amendments	11

TITLE INSURANCE ASSUMPTION REINSURANCE CONTRACT
(the "Contract")

issued to

ATTORNEYS'TITLE INSURANCE FUND, INC.
("ATIF")

Orlando, Florida

by

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
("ORNTIC")
Tampa, Florida

ARTICLE 1

BUSINESS COVERED

This Contract shall apply automatically with respect to liability that may accrue to ATIF as a result of Losses under real property title insurance Policies issued by it or on its behalf by its authorized agents acting within the scope of their authority, and reinsurance ceded to and assumed by ATIF, in force as of the Effective Date of this Contract (the "Covered Policy," "Covered Policies," "Policy" or "Policies").

ARTICLE 2

CESSION AND ASSUMPTION OF LIABILITY; EXCLUSIONS

A. CESSION AND ASSUMPTION OF LIABILITY

ATIF hereby cedes, and ORNTIC hereby assumes and shall be liable for 100% of the Ultimate Net Loss and Allocated Loss Adjustment Expenses for all Covered Policies including the reinsurance referenced above. ATIF hereby indemnifies ORNTIC and holds it harmless for any "Other Losses," "Extra Contractual Obligations" or "Loss in Excess of Policy Limits" threatened or incurred by ORNTIC as defined in ARTICLE 9.

B. EXCLUSIONS

This Contract shall not apply to, and specifically excludes:

1. Any reinsurance of any non-insurance forms issued by ATIF or its agents, including, but not limited to, closing protection letters or insured closing letters (whether or not such closing

protection letters or insured closing letters are deemed to be insurance), abstracts of title, plat book guarantees, recorded document certificates or guarantees.

2. Any Policy or part of any Policy's liability risk reinsured by another underwriter or reinsurer.
3. Any Extra Contractual Obligations and Losses in Excess of Policy Limits which ATIF may incur, as defined in ARTICLE 9.

ARTICLE 3

TERM

This Contract is effective as of the 12th day of December, 2015 (the "Effective Date"), and shall continue until terminated in accordance with the termination provisions hereof or by order of the Florida Office of Insurance Regulation (the "Office") or other regulator or court with jurisdiction over any party or this Contract.

ARTICLE 4

CONSIDERATION

ATIF shall pay to ORNTIC one dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged for all Policy liability assumed by ORNTIC pursuant to this Contract.

ARTICLE 5

POLICY AND FILE RETENTION

- A. ATIF shall permanently preserve and maintain copies of all Covered Policies and related information, including but not limited to policy calculation worksheets and premium payment information. Upon request by ORNTIC, ATIF shall furnish to ORNTIC a written schedule listing all Policy numbers, liability amounts and Policy dates for all Covered Policies issued by it or on its behalf by its agents on a monthly basis. Notwithstanding the requirements of this Article, ATIF's receipt, maintenance, or furnishing information about a Covered Policy shall not be a condition or requirement of a Covered Policy.
- B. ATIF's mailing address as contained in all Covered Policies since 1997 is 6545 Corporate Centre Blvd., Orlando, FL. ATIF hereby represents that ATIF will continue to be located at that address in the near future for purposes of receiving notice of claims or other written communications to ATIF. Provided, however, should ATIF's mailing address change at any time following the Effective Date, ATIF shall provide written notice to ORNTIC of such changed address as soon as reasonably practicable.

ARTICLE 6

NOTICE, INVESTIGATION AND SETTLEMENT OF CLAIMS

- A. Upon receipt of knowledge or notice of a claim or aggregate of claims under a Covered Policy, ATIF shall promptly notify ORNTIC of the claim or potential claim. ORNTIC shall have full charge of the investigation, negotiation, litigation and settlement of all such claims. ATIF hereby indemnify ORNTIC and hold it harmless against any loss or damage incurred by ORNTIC caused by ATIF's failure to promptly notify ORNTIC of a claim or potential claim, if and only to the extent that ORNTIC is actually prejudiced by ATIF's failure to timely notify it of such claim.
- B. Without limiting ORNTIC's rights under the preceding paragraph, ORNTIC shall have the right, but shall not be obligated, to join in any action brought by or against ATIF under the Policy.

ARTICLE 7

PAYMENT OF LOSSES; DIRECT ACCESS

- A. ORNTIC's liability under this Contract is extended directly to and in favor of any insured named in a Covered Policy. Any notice of claim received by ATIF shall be deemed to be notice given to and received by ORNTIC. Failure by the insured to give notice of claim to ATIF or ORNTIC as provided in this paragraph shall not defeat the rights of the insured against ORNTIC under this Contract unless ORNTIC shall be actually prejudiced by the failure, and then only to the extent of the prejudice. This Contract may be enforced by an insured directly against ORNTIC to the extent of ATIF's and ORNTIC's liability under the Policy and this Contract. Any defense to liability which ATIF has against the insured shall inure to ORNTIC.
- B. The payment of any Loss directly to the insured shall reduce Policy liability dollar for dollar and relieve ORNTIC of any obligation to make payment for such Loss to ATIF.

ARTICLE 8

RECOUPMENT AND SUBROGATION

- A. After payment of any Loss or Losses by ORNTIC hereunder, ORNTIC shall be subrogated to all rights of ATIF to recoup any Losses and Loss Adjustment Expenses paid by it with all net recoupments being payable to or retained by ORNTIC. ATIF shall have the duty, by its right of subrogation or otherwise, to cooperate with ORNTIC to diligently recoup the Losses paid. Any surplus after recoupment, recovery or salvage of all of the Losses sustained by ORNTIC shall be the property of ORNTIC.
- B. If ATIF becomes insolvent, or if ATIF fails to proceed to cooperate with ORNTIC to recoup any Loss or Losses (including Loss Adjustment Expenses) paid as set forth above, ORNTIC shall be subrogated to all rights of ATIF to recoup any Losses and Loss Adjustment Expenses paid by it with all net recoupments being payable to ORNTIC.

ARTICLE 9

DEFINITIONS

- A. "Loss" or "Losses" means any amounts for which ATIF becomes liable to pay by reason of or with respect to a claim under a Covered Policy, excluding any Extra Contractual Obligations or Loss(es) in Excess of Policy Limits.
- B. "Other Losses" means liability suffered or incurred by ORNTIC, including attorneys' fees and costs, by reason of or with respect to any matters arising out of this Contract not otherwise covered hereunder.
- C. "Ultimate Net Loss" means the actual net amount of Loss paid by ORNTIC or which ORNTIC becomes liable to pay, such Loss to include Allocated Loss Adjustment Expenses. All subrogation recoveries shall be first deducted from such Loss to arrive at the amount of liability attaching hereunder. All subrogation recoveries or payments recovered or received subsequent to loss settlement hereunder shall be applied as if recovered or received prior to the aforesaid settlement. ORNTIC shall be deemed to be "liable to pay" a Loss when a judgment has been rendered that ORNTIC does not plan to appeal, and/or ORNTIC has obtained a release, and/or ORNTIC has accepted a proof of Loss. Nothing in this clause shall be construed to mean that Losses are not recoverable hereunder until ORNTIC's "Ultimate Net Loss" has been ascertained.
- D. "Allocated Loss Adjustment Expense" means costs and expenses incurred by ORNTIC in connection with the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific claim or Loss, or alleged Loss, including, but not limited to:
1. court costs;
 2. costs of supersedeas and appeal bonds;
 3. monitoring counsel expenses;
 4. legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto, including but not limited to declaratory judgment actions;
 5. post-judgment interest;
 6. pre-judgment interest, unless included as part of an award or judgment;
 7. subrogation and recovery expenses.

Allocated Loss Adjustment Expense does not include salaries and expenses of ATIF's employees, and office and other overhead expenses. Allocated Loss Expense does not include expenses, costs or fees related to Extra Contractual Liability or Losses in Excess of Policy Limits. Liability for Allocated Loss Adjustment Expense for matters that include allegations for both Loss, as defined in A. above, and also for Extra Contractual Liability or Losses in Excess of Policy Limits, shall be fairly apportioned between ATIF and ORNTIC.

- E. "Extra Contractual Obligations" and "Loss in Excess of Policy Limits" means liabilities that arise from: 1) fraud or bad faith by ATIF in responding to or rejecting any claim or offer of settlement of any claim covered by a Policy or this Contract, or 2) claims or allegations of any negligent or intentional tort or any non-contractual claim against ATIF.

ARTICLE 10

ORIGINAL CONDITIONS

All reinsurance assumption under this Contract shall be subject to the same terms, conditions, waivers and interpretations, and to the same modifications and alterations as the respective Covered Policies of ATIF. However, in no event shall this be construed in any way to provide coverage outside the terms and conditions set forth in this Contract.

ARTICLE 11

NO THIRD PARTY RIGHTS

Except as otherwise specifically provided in Article 7, this Contract is solely among ATIF and ORNTIC and in no instance shall any insured, claimant or third party have any rights under this Contract. Nothing in this Article limits the rights or powers of the Office as stated in this Contract.

ARTICLE 12

FINANCIAL INFORMATION, AUDIT AND INSPECTION

ORNTIC shall have the right to inspect and audit any of the books, records and documents and claims files of ATIF, at any mutually agreed upon reasonable time at the office of ATIF, which may pertain to any covered Policies or to the reporting obligations imposed on ATIF by this Contract.

ARTICLE 13

CONFIDENTIALITY

ORNTIC hereby acknowledges that the documents, information and data provided to it by ATIF, whether directly or through an authorized agent, in connection with the placement and execution of this Contract ("Confidential Information") may be proprietary and confidential to ATIF and its insureds and ORNTIC shall use its best efforts to protect such confidentiality. Confidential Information shall not include documents, information or data that ORNTIC can show:

1. are publicly known or have become publicly known through no unauthorized act of ORNTIC;
2. have been rightfully received from a third person without obligation of confidentiality; or
3. were known by ORNTIC prior to the placement of this Contract without an obligation of confidentiality.

ARTICLE 14

ERRORS AND OMISSIONS

Any inadvertent error, omission or delay in complying with the terms and conditions of this Contract shall not be held to relieve either party hereto from any liability that would attach to it hereunder if such error, omission or delay had not been made, provided such error, omission or delay is rectified immediately upon discovery.

ARTICLE 15

INSOLVENCY

In the event of the insolvency of ATIF, ORNTIC shall continue to administer and pay Losses directly to or for the benefit of insureds consistent with Article 6 and Article 7 above.

ARTICLE 16

ARBITRATION

- A. As a condition precedent to any right of action hereunder, if any dispute shall arise among ATIF and ORNTIC with reference to the interpretation of this Contract, its formation or validity, or their rights with respect to any transaction involved, whether such dispute, including the formation and validity thereof, arises before or after termination of this Contract, such dispute, upon the written request of any party, shall be submitted to three arbitrators, one to be chosen by ATIF, one to be chosen by ORNTIC, and the third by the two so chosen. If any party refuses or neglects to appoint an arbitrator within 30 days after the receipt of written notice from the other party requesting it to do so, the requesting party may appoint two arbitrators. If the two arbitrators fail to agree in the selection of a third arbitrator within 30 days of their appointment, then any party may petition the federal district court of the Middle District of Florida to select the third arbitrator. All arbitrators shall be officers of insurance or reinsurance companies not under the control of either party to this Contract. The arbitrators shall interpret this Contract as an honorable engagement and not as merely a legal obligation; they are relieved of all judicial formalities and may abstain from following the strict rules of law, and they shall make their award with a view to effecting the general purpose of this Contract in a reasonable manner rather than in accordance with a literal interpretation of the language. Any party shall submit its case to its arbitrator within 30 days of the appointment of its arbitrator.
- B. The decision in writing of any two arbitrators, when filed with the parties hereto, shall be final and binding on the parties. Judgment may be entered upon the final decision of the arbitrators in any court having jurisdiction. The parties shall bear the expense of their own arbitrator and shall jointly and equally (i.e. 50% by ATIF and 50% by ORNTIC) bear with the other party the expense of the third arbitrator and of the arbitration. Said arbitration shall take place in the city in which ORNTIC's principal office is located unless some other place is mutually agreed upon by ATIF and ORNTIC.

ARTICLE 17

TERMINATION

ORNTIC may terminate this Contract for cause by giving ATIF and the Office thirty (30) days' prior written notice and as approved by the Office. Cause means discovery by ORNTIC of fraud by ATIF in the inducement of this Contract. Termination shall not limit or excuse the liabilities or obligations imposed on or incurred by any party. Any state laws requiring additional compliance terms or notice of termination to such state shall be strictly complied with by all parties.

ARTICLE 18

INTEGRATION; SEVERABILITY; NO PARTNERSHIP, ETC.

This Contract represents the entire agreement among the parties. Each provision of this Contract shall be enforceable independently of any other provision of this Contract and independent of any other claim or cause of action. If any clause or provision of this Contract shall be determined to be invalid or unenforceable in any proceeding or by operation of law, the validity of any other clause or provision of this Contract shall remain in full force and effect. Nothing contained in this Contract shall be deemed to constitute an association, partnership, joint venture, etc., among the parties.

ARTICLE 19

NOTICES

Unless otherwise designated in writing by any of the parties hereto, any notice given under this Contract shall be addressed to ATIF and ORNTIC as follows:

Notices to ATIF

Attorneys' Title Insurance Fund, Inc.
Attn: President
6545 Corporate Centre Blvd.
Orlando, Florida 32822

Notices to ORNTIC

Old Republic National Title Insurance Company
Attn: Corporate Legal Department
3000 Bayport Dr. Suite 920
Tampa, FL 33607

ARTICLE 20

ASSIGNMENT

This Contract is not assignable by any party without the written consent of the other parties and the Office and any such unauthorized assignment shall be null and void.

ARTICLE 21

LAWS GOVERNING

This Contract shall be governed by and interpreted under the laws of the State of Florida.

ARTICLE 22

RESERVES AND RISK LIMITS

ORNTIC shall maintain reserves with respect to its liabilities reinsured and assumed hereunder as required by all applicable laws and regulations of the State of Florida, its state of domicile.

ARTICLE 23

OFFSET


The parties have the right to offset any balance(s) due from any party under this Contract. The party asserting the right of offset may exercise such right at any time whether the balance(s) due are on account of premiums or losses or otherwise. In the event of the insolvency of a party, offsets shall only be allowed in accordance with the provisions of applicable law.

ARTICLE 24

AMENDMENTS

This contract may be amended only by a written amendment executed by all parties and approved by the Office.

Attorneys' Title Insurance Fund, Inc.

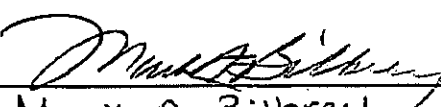
By: 

JOHN H. SIMMONS

Title: President & CEO

Date Signed: 12/7/2015

Old Republic National Title Insurance Company

By: 

Mark A. Bilbrey

Title: President

Date Signed: 12/8/2015

**FIRST AMENDMENT TO
AMENDED AND RESTATED
JOINT VENTURE AGREEMENT**

This First Amendment to Amended and Restated Joint Venture Agreement (this "First Amendment") is effective this 12th day of ~~December~~ 2015 by and between Attorneys' Title Fund Services, LLC, a Florida limited liability company (the "Company"), Attorneys' Title Insurance Fund, Inc., a Florida corporation ("ATIF"), and Old Republic National Title Holding Company, a Delaware corporation ("ORNTHC"). ORNTHC is an indirect, wholly owned subsidiary of Old Republic International Corporation, a Delaware corporation ("ORI"). Old Republic National Title Insurance Company, a Florida corporation ("ORNTIC"), is a wholly owned subsidiary of ORNTHC. ORI and ORNTIC are parties to this First Amendment solely for purposes of granting consent to the provisions impacting them contained in the JVA (as defined below).

WHEREAS, ATIF and ORNTHC entered into a Joint Venture Agreement on July 1, 2009, with respect to the organization and financing of the Company, amended the Joint Venture Agreement by the First Amendment to Joint Venture Agreement effective July 1, 2009, and entered into the Amended and Restated Joint Venture Agreement effective October 6, 2011 (the "JVA"); and

WHEREAS, ORNTIC executed the JVA for the sole purpose of consenting to certain provisions as identified in the agreements; and

WHEREAS, ORI executed the JVA for the sole purpose of consenting to the provisions impacting it as identified in the agreements; and

WHEREAS, ORNTHC, ORNTIC, ATIF, Attorneys' Title Insurance Fund, a Florida Business Trust, and the Company entered into a certain Master Agreement of even date herewith, under which, among other terms and conditions, the parties agreed to make certain amendments to the JVA; and

WHEREAS, the parties desire to and agree to amend certain provisions of the Amended and Restated Joint Venture Agreement effective October 6, 2011 (the "Amended and Restated JVA").

NOW, THEREFORE, the parties agree as follows:

- 1) Section 8.a.(iii) of the Amended and Restated JVA is deleted in its entirety.
- 2) A new Section 8.e. is added to the Amended and Restated JVA and shall read as follows:

"e. Pursuant to that certain Master Agreement dated Dec 12th, 2015 by and between ORNTHC, ORNTIC, ATIF, Attorneys' Title Insurance Fund, a Florida Business Trust ("Fund Trust"), and the Company (the "Master Agreement"),

ATIF, the Company, and Fund Trust have assigned and transferred to ORNTIC certain intellectual property rights including, but not limited to, rights in and to certain trade names and marks, as set forth in Exhibit J attached hereto. Additionally, pursuant to the Master Agreement, ORNTIC granted to ATIF certain rights in and to certain intellectual property, including a limited license in and to those trade names and marks set forth in Exhibit J. ATIF represents and warrants that it held certain intellectual property rights in and to certain trade names and marks set forth in Exhibit J and that it was authorized to assign such rights to ORNTIC in accordance with the Master Agreement.”

- 3) Section 10 of the Amended and Restated JVA is amended to read as follows:

“10. Put Option for ATIF. As further consideration for the mutual promises and obligations contained herein, ORNTHC, in reliance on, and subject to, the terms and conditions of this Agreement, hereby grants to ATIF, a non-transferable option to put its Interest in the Company to ORNTHC for Zero Dollars (\$0), at the times and subject to and upon the terms and conditions set forth in this Section 10 and in Section 12. ATIF shall provide notice of its intent to exercise such put option no earlier than 120 days prior to the anniversary of any Renewal Term. The option granted herein shall be valid and effective only if ATIF owns its Interest in the Company free of any liens or encumbrances at the date of the closing of the sale or exchange contemplated herein and shall expire on July 1, 2019. ORNTHC may acquire such Interest in the Company directly or may designate any affiliate or subsidiary as its designee to acquire ATIF's Interest in the Company so transferred hereunder.”

- 4) Section 11 of the Amended and Restated JVA is amended to read as follows:

“11. Call Option for ORNTHC. As further consideration for the mutual promises and obligations contained herein, provided ORNTHC is not in default of this Agreement after notice and opportunity to cure as described in Section 19 hereof and further provided that ATIF has not exercised the put option described in Section 10 hereof, then it is agreed that ORNTHC, as of November 1, 2015, shall have, a non-transferable option to purchase ATIF's Interest in the Company for Zero Dollars (\$0), at the times and upon the terms and conditions set forth in this Section 11 and in Section 12. ORNTHC may provide notice of the exercise of such call option at any time. ORNTHC may acquire such Interest in the Company directly or may designate any affiliate or subsidiary as its designee to acquire ATIF's Interest in the Company so transferred hereunder.”

- 5) Section 12 of the Amended and Restated JVA is amended to read as follows:

“12. Closing of Return of ATIF's Interest. Exchange or Sale of Interest.

a. In the event that ATIF elects to exercise its put option pursuant to Section 10, above, and if aggregate pre-tax operating losses of the Company since

the Original Date exceed \$10,000,000 ("Put Threshold"), such election will be subject to ORNTHC's approval in its sole discretion.

b. In the event that aggregate pre-tax operating losses of the Company do not exceed the Put Threshold, or if they do exceed the Put Threshold but ORNTHC has approved the exercise of ATIF's put under Sections 10 and 12.a. above, or if ORNTHC shall exercise its call option under Section 11 above, the transfer of ATIF's Interest required thereby shall take place on or before thirty (30) days after notice of the exercise of such option has been given. On such date, ATIF shall transfer to ORNTHC or its nominee its Interest in the Company, together with an affidavit of non-encumbrance, for Zero Dollars (\$0). Furthermore, ATIF will have no responsibility for any financial obligations of the Company existing at the time that ATIF transfers its Interest. The delivery by ATIF or ORNTHC of the various documents which this Agreement contemplates shall constitute the closing of the transfers of ATIF's Interest. Any such closing shall take place at ORNTHC's principal office, currently at 3000 Bayport Dr. Suite 1000, Tampa, FL 33607 at 10:00 a.m."

- 6) Section 12.c., Section 12.d., and Exhibit P of the Amended and Restated JVA are deleted in their entireties.
- 7) Section 18 of the Amended and Restated JVA is amended to read as follows:

"18. Software and Title Plant Rights of ATIF, Company and ORNTHC

a. The original source codes created prior to July 1, 2009 for the Software have been assigned and are the property of ORNTIC. All Derivatives developed by the Company after July 1, 2009 shall be owned by the Company (with no encumbrances by ATIF). Notwithstanding anything to the contrary in this Agreement or the Related Agreements or prior Agreements, it is the intent of ATIF and ORNTHC that upon the dissolution or liquidation of the Company, or upon exercise of a put or call, ATIF will not receive a copy of the Title Plant or any Software, Derivatives, or irrevocable licenses related thereto.

b. The Company hereby grants ATIF a license to use MGA, for so long as ATIF is a Member of Company. ATIF shall incur no licensing fee for the right to use MGA. Company retains the right to charge ATIF for any IT services provided to ATIF. Such services are itemized in Exhibit Q. In the event Company replaces MGA, then ATIF and ORNTHC shall be entitled to receive a copy of the most recent version of MGA at no cost.

c. In the event the Company replaces MGA or the Software, the Company shall be able to use such replacement software in its operations. Neither ATIF nor ORNTHC shall have any ownership or other right in that replacement software, either while the Company continues in operation or upon dissolution. As such, neither party shall be entitled to receive or purchase such replacement software

upon dissolution or receive or purchase such replacement software upon the dissolution of the Company; provided however, that if either or both ATIF or ORNTHC have an ownership or other right in such replacement software independent of this Agreement, then those independent interests or rights shall not be altered, impaired, or diminished by this Agreement.

d. ATIF's and ORNTHC's rights and continuing interest (if any) in MGA, the Software, or the Title Plant upon dissolution of the Company are addressed in and governed by the provisions of Section 3 of Article VIII of the Operating Agreement as amended."

8) Section 24 of the Amended and Restated JVA is amended to read as follows:

"24. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, by courier, or posted by United States Registered Mail with postage prepaid, addressed as follows:

a. If to ORNTHC:

Old Republic National Title Holding Company
3000 Bayport Dr. Suite 1000
Tampa, FL 33607
Attn: President

b. If to Company:

Attorneys' Title Fund Services, LLC
6545 Corporate Centre Blvd.
Orlando, FL 32822
Attention: President

c. If to ATIF:

Attorneys' Title Insurance Fund, Inc.
6545 Corporate Centre Blvd.
Orlando, FL 32822
Attention: President

d. To such other address as any party hereto may from time to time designate to the others in writing."

9) All other provisions of the Amended and Restated JVA shall remain unchanged and in full force and effect.

- 10) This First Amendment may be executed in counterparts, all of which shall form one First Amendment to Amended and Restated Joint Venture Agreement.
- 11) By executing below, ORNTIC and ORI hereby consent to the foregoing amendments to the Amended and Restated JVA.

[Signature pages follow]

ORI is executing this First Amendment for the sole purpose of consenting to the provisions impacting it contained in Sections 8, 10, 11, 12, 15, 16, 17, and 24 of the JVA.

ATTEST:

OLD REPUBLIC INTERNATIONAL CORPORATION

By: W. V. Lee

By: [Signature]

Date: 11-18-2015

Its: Senior V.P.
Date: 11/18/2015

ORNTIC is executing this First Amendment for the sole purpose of consenting to the provisions impacting it contained in Sections 8, 17, and 24 of the JVA.

ATTEST:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: W. V. Lee

By: [Signature]

Date: 11-18-2015

Its: President
Date: 11/18/2015

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Joint Venture Agreement effective as of the date first set forth above.

ATTEST:

ATTORNEYS' TITLE FUND SERVICES, LLC

By: Melinda Murphy Seay
Date: _____

By: [Signature]
Its: President
Date: _____

ATTEST:

OLD REPUBLIC NATIONAL TITLE HOLDING COMPANY

By: W. V. Lee
Date: 11-18-2015

By: [Signature]
Its: President
Date: 11/18/2015

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND, INC.

By: [Signature]
Date: 11/17/2015

By: [Signature]
Its: PRESIDENT
Date: 11/17/2015

**FIRST AMENDMENT TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ATTORNEYS' TITLE FUND SERVICES, LLC**

This First Amendment to Amended and Restated Limited Liability Company Operating Agreement of Attorneys' Title Fund Services, LLC (this "First Amendment") is effective this 12th day of December, 2015 by and between Attorneys' Title Fund Services, LLC, a Florida limited liability company (the "Company"), Attorneys' Title Insurance Fund, Inc., a Florida corporation ("ATIF"), and Old Republic National Title Holding Company, a Delaware corporation ("ORNTHC").

WHEREAS, ATIF and ORNTHC entered into a Joint Venture Agreement dated July 1, 2009 (the "Joint Venture Agreement"), with respect to the organization and financing of the Company, amended the Joint Venture Agreement by the First Amendment to Joint Venture Agreement effective July 1, 2009, entered into the Amended and Restated Joint Venture Agreement effective October 6, 2011, and further amended the Joint Venture Agreement by that First Amendment to Amended and Restated Joint Venture Agreement of even date herewith; and

WHEREAS, the Company, ATIF, and ORNTHC entered into the Amended and Restated Limited Liability Company Operating Agreement of Attorneys' Title Fund Services, LLC effective October 6, 2011 (the "Company Agreement"), with respect to the operation of the Company; and

WHEREAS, ORNTHC, Old Republic National Title Insurance Company, a Florida corporation, ATIF, Attorneys' Title Insurance Fund, a Florida Business Trust, and the Company entered into a certain Master Agreement of even date herewith, under which, among other terms and conditions, the parties agreed to make certain amendments to the Company Agreement; and

WHEREAS, the parties desire to and agree to amend certain provisions of the Company Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1) Article V, Section 17 of the Company Agreement is amended to read as follows:

"Section 17. Expense Reductions and Related Actions not requiring Board of Governors Approval. At the direction of and subject to the approval of ORNTHC, the management of the Company shall take any and all reasonable actions that are deemed necessary to reduce costs and increase revenue of the Company without the approval of the Board of Governors of the Company. Further, ORNTHC shall have the right to impose additional restrictions on the actions of the management of the Company by communicating to said management from time to time what actions require advance ORNTHC approval.

At the direction and subject to the approval of ORNTHC, the management of the Company shall take any and all actions necessary to transfer certain Company employees to be employees of ORNTIC with the employees made available to Company through employee leasing or a professional employer organizations agreement or alternatively an attendant adjustment in the service fee paid to Company.

Those actions taken by the management of the Company under this provision shall remain valid and binding actions of the Company notwithstanding that Board of Governor approval was not obtained.”

2) Article VI, Section 3 of the Company Agreement is deleted in its entirety. The remaining sections of Article VI of the Company Agreement shall continue in full force and effect.

3) Article VIII, Section 3 of the Company Agreement is amended to read as follows:

“Section 3. Liquidation. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company’s assets, liabilities, and operations, from the date of the last previous accounting until the date of dissolution. The Board of Governors shall immediately proceed to wind up the affairs of the Company in accordance with the provisions of the Act, except as otherwise specified in this Operating Agreement or in any Tax Methodology Agreement, the provision of which are specifically incorporated herein. Any and all intellectual property (including without limitation any trademarks, copyrights or rights in the title plant and its related software and any other database or software) and related rights that are owned or licensed, or that may be owned or licensed, by the Company will be distributed to, and owned exclusively by, ORNTHC or its designee. ATIF will receive a non-exclusive, unlimited, perpetual source code and object code license to MGA provided, however, that such license may not be used in support of any business competitive with ORNTHC, ORNTIC or their parent or affiliates (the “MGA License”). Other than the MGA License, ATIF shall have no further right or license with respect to any intellectual property owned, licensed or used by the Company. Any license granted by ORNTHC, ORNTIC or the Company (express or implied) to ATIF (other than the MGA license) will terminate immediately upon dissolution. ATIF will have no responsibility for any financial obligations of the Company existing at the time of dissolution. Prior to any liquidation of the Company, all obligations of the Company to ORNTHC shall be satisfied before any obligations of the Company to ATIF are satisfied.”

4) The definition of “Conversion Option” in Article X, Section 1 is deleted.

5) All other provisions of the Company Agreement shall remain unchanged and in full force and effect.

- 6) This First Amendment may be executed in counterparts, all of which shall form one First Amendment to Amended and Restated Limited Liability Company Operating Agreement of Attorneys' Title Fund Services, LLC.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Limited Liability Company Operating Agreement effective as of the date first set forth above.

ATTEST:

ATTORNEYS' TITLE FUND SERVICES, LLC

By: Melinda Murphy Seay
Date: _____

By: [Signature]
Its: President
Date: _____

ATTEST:

Old Republic National Title Holding Company
ATTORNEYS' TITLE INSURANCE FUND, INC.

By: W. T. Lee
Date: 11-18-2015

By: [Signature]
Its: President
Date: 11/18/2015

ATTEST:

Attorneys' Title Insurance Fund, Inc.

OLD REPUBLIC NATIONAL TITLE HOLDING COMPANY

By: [Signature]
Date: 11/17/2015

By: [Signature]
Its: PRESIDENT
Date: 11/17/2015

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into effective as of the 12th day of December 2015 ("Assignment Effective Date"), by and among Old Republic National Title Insurance Company, a Florida insurance corporation ("ORNTIC"), Attorneys' Title Insurance Fund, Inc. ("ATIF"), and Attorneys' Title Insurance Fund, a Florida Business Trust ("Fund Trust"). ORNTIC, ATIF, and Fund Trust may each be referred to herein as a "Party" or may be referred to jointly as the "Parties."

WHEREAS, the Parties entered into a certain Master Agreement dated ~~November~~ ^{December} 12th 2015 (the "Master Agreement"), under which, among other terms and conditions, certain Parties conveyed certain assets, including without limitation certain intellectual property rights and assets, to other Parties; and

WHEREAS, the Parties are required to execute and deliver this Assignment as a condition of closing pursuant to the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all Parties, subject to the terms and conditions of the Master Agreement, the Parties hereby agree as follows:

1.0 Unless otherwise defined herein, terms defined in the Master Agreement and used herein have the meaning given to them in the Master Agreement.

2.0 "Transferred IP" means

(i) all common law and registered trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers owned (in whole or in part) by ATIF or Fund Trust or used by ATIF anywhere in the world (the "Marks"), together with all registrations and applications, and goodwill associated with any of the foregoing, and including, without limitation, all trademarks, service marks, names, identifiers, applications and registrations listed on Exhibit A attached hereto;

(ii) all domain names and social media identifiers that incorporate, in whole or in part, or are confusingly similar with, the Marks and all goodwill associated therewith (the "Domains"), together with all advertising keyword rights associated with any such Domains;

(iii) all software (including without limitation all source code, object code, databases and related documentation), websites (including without limitation all static web content, source code and object code used to generate, format, or deliver content through a website and all databases used by any of the foregoing), all "apps" and related software and content adapted for use on mobile devices, and all databases (including without limitation all source code, object code, databases and related documentation), owned (in whole or in part) by ATIF or Fund Trust and used by Attorneys' Title Fund

Services, LLC (ATFS) (the "Software") and all copies thereof, including without limitation all copyrights, performance rights, attribution rights, and moral rights or waivers of moral rights relating thereto, and all registrations and applications relating thereto including without limitation those listed on Exhibit A attached hereto;

(iv) all rights in and to all works of authorship not included in the Software that are, owned (in whole or in part) by ATIF or Fund Trust, (the "Works") and all copies thereof, including without limitation all copyrights, performance rights, attribution rights, and moral rights or waivers of moral rights relating thereto, and all registrations and applications relating thereto including without limitation those listed on Exhibit A attached hereto;

(v) all ideas, processes, inventions, trade secrets, or improvements, whether patentable or not and whether secret or not, owned (in whole or in part) by ATIF or Fund Trust (the "Inventions");

(vi) all waivers, consents, and licenses (express or implied) to copy, publish, perform, make derivatives from, or otherwise license, transfer, use or exploit any portion of any of the Marks, Domains, Software, Works or Inventions in any way and in any geographic territory;

(vii) all proceeds, products, rents and profits of or from any and all of the foregoing Marks, Domains, Software, Works and Inventions; and

(viii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing anywhere in the world.

3.0 Assignment. ATIF and Fund Trust (jointly "Assignors") hereby perpetually and irrevocably transfer contribute, grant, sell, conveys, assign, release, and deliver to ORNTIC ("Assignee") any and all right, title and interest in and to the Transferred IP, and any derivative works, modifications, or improvements thereof, that Assignors have or may have throughout the world.

4.0 Assignors agree to cooperate with Assignee upon Assignee's request, and for no additional consideration, to perfect, secure, register, record, and otherwise document Assignee's rights to the Transferred IP, including, without limitation, executing such separate assignments, certifications, and other documents as Assignee may deem necessary or desirable.

5.0 To the extent any separate assignments are executed and/or recorded in connection with any Transferred IP, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described in this Assignment and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

6.0 Assignors hereby authorize Assignee, its successors and assigns, to take any appropriate action in connection with Transferred IP, in the name of the Assignor.

7.0 Assignors agree to take no position, and to assert no claim, adverse or contrary to Assignee or ATFS with respect to any use, application to register, registration, license, derivative, improvement, or assignment of any Transferred IP.

8.0 To the maximum extent permitted by applicable law, assignors hereby waive, and agree to waive in the future, on behalf of themselves, their owners, their subsidiaries, their affiliates, their officers and their employees, all moral rights, attribution rights or similar rights related to the Transferred IP.

9.0 To the maximum extent permitted by applicable law, Assignors agree not to challenge, or assist any third party in challenging, the validity or enforceability of any Transferred IP.

10.0 Miscellaneous Terms.

(i) The provisions, terms, and conditions of the Master Agreement and this Assignment represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether oral or written) between the Parties. No supplement, amendment, or modification to this Assignment shall be valid, enforceable, or binding upon the Parties unless made in writing and signed by an authorized representative of all Parties.

(ii) The assignments and transfers of rights under Section 3.0 (Assignment) of this Assignment by Assignor shall be effective as of the Assignment Effective Date and irrevocable. The term of the remaining provisions of this Assignment shall be twenty (20) years from the Assignment Effective Date.

(iii) Assignors may not assign, transfer, charge or otherwise deal with Assignors' obligations under this Assignment without the prior written consent of Assignee. Assignors further agree that Assignee may freely assign or transfer this Assignment and any rights and duties it has hereunder and that all Assignors' obligations and duties under this Assignment shall inure to the benefit of the successors and assigns of Assignee and shall be binding upon Assignors' heirs, assigns, administrators and representatives.

(iv) In the event any one or more of the provisions of this Assignment shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Assignment shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held. To the extent reasonably possible and practicable, the invalid, void, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable valid, legal, and enforceable provision(s) which best reflects the Parties' intentions underlying the replaced invalid, void, illegal, or unenforceable provision(s).

(v) The failure of any Party to insist upon the performance of any obligations, terms, or conditions of this Assignment, to exercise any right or privilege conferred hereunder, or to enforce any remedies or penalties resulting from any breach hereof, shall

not be construed as a waiver of any such obligations, terms, conditions, rights, privileges, remedies, or penalties. No obligation, term, condition, right, privilege, remedy, or penalty shall be deemed waived, and no breach of this Assignment shall be deemed consented to, unless and until such waiver or consent is specifically expressed in a writing signed by the Party claimed to have so waived or consented. No such written waiver shall constitute a waiver of any other obligation, term, condition, right, privilege, remedy, or penalty hereunder, and no such written consent shall constitute a consent to any other breach hereof.

(vi) This Assignment, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. Each Party hereby submits itself for the sole purpose of this Assignment and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Florida, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. Each Party agrees to comply with any and all applicable laws, statutes, rules, and regulations with respect to its respective obligations and performance under this Assignment.

(vii) The headings of the sections in this Assignment are for the purposes of convenient reference only and are not intended to be part of this Assignment, or to limit or affect the meaning or interpretation of any of the terms hereof.

(viii) This Assignment may be recorded in unredacted form in the United States Patent and Trademark Office, the United States Copyright Office, or in any other governmental agency or record that Assignee deems prudent or necessary and no such recording shall be deemed or treated as a breach of any confidentiality or nondisclosure right or agreement among or between any of the Parties.

(ix) This Assignment may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Assignment.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective duly authorized officers or agents as of the date first set forth above.

ATTEST:

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By: W. V. Lee

By: M. B. Bilyeu

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
INC.

By: Gayatri Pandhar

By: [Signature]

ATTEST

ATTORNEYS' TITLE INSURANCE FUND,
A FLORIDA BUSINESS TRUST

By: Gayatri Pandhar

By: [Signature]

Exhibit A – Applications and Registrations**MARKS:**

Mark	CNTRY	Application #	File Date	Reg Date	Registration #
THE FUND ASSEMBLY	US	85/142,327	09/30/2010	11/08/2011	4,051,858
FUND TITLE NOTES	US	85/142,407	09/30/2010	11/22/2011	4,058,601
FUND TITLE NOTES	US	85/364,517	07/06/2011	05/01/2012	4,134,450
FUNDNET	US	85/142,357	09/30/2010	11/08/2011	4,051,859
THE FUND CONCEPT	US	85/142,298	09/30/2010	10/18/2011	4,040,776
THE FUND CONCEPT	US	85/154,838	10/18/2010	11/08/2011	4,051,920
THE FUND	US	85/141,919	09/30/2010	11/27/2012	4,250,567
THE FUND	US	85/141,932	09/30/2010	11/22/2011	4,058,595
THE FUND	US	85/141,949	09/30/2010	11/08/2011	4,051,849
THE FUND	US	85/141,957	09/30/2010	11/08/2011	4,051,850
4REAL (stylized and/or with design)	US	85/146,217	10/06/2010	06/07/2011	3,973,742
ATIDS XE (stylized and/or with design)	US	85/146,135	10/06/2010	11/08/2011	4,051,890
ATIDS XE THE NEXT GENERATION (stylized and/or with design)	US	85/146,180	10/06/2010	11/08/2011	4,051,891
DOUBLE TIME (stylized and/or with design)	US	85/146,268	10/06/2010	11/22/2011	4,058,639
ATIDS (stylized and/or with design)	US	85/154,362	10/16/2010	11/15/2011	4,055,132
NOW YOU KNOW	US	75/419,795	01/20/1998	06/22/1999	2,255,172
NOW YOU KNOW	US	75/419,796	01/20/1998	05/25/1999	2,247,466
THE FLORIDA FUND	US	75/279,225	04/22/1997	06/08/1999	2,252,081
FUND HOME INFO	US	85/154,779	10/18/2010	11/01/2011	4,048,010
PROPEL (stylized and/or with design)	US	85/146,314	10/06/2010	11/22/2011	4,058,642
FUND ALERT	US	85/154,366	10/16/2010	11/08/2011	4,051,918
ATIDS	US	85/154,886	10/18/2010	11/08/2011	4,051,921
ATIDS	US	76/102,373	08/03/2000	11/27/2001	2,512,216
DOUBLETIME	US	75/163,094	09/09/1996	04/28/1998	2,154,279
PROPEL	US	75/405,948	12/16/1997	04/10/2001	2,442,995
ATIDS XE	US	77/494,156	06/09/2008	09/29/2009	3,690,277
ATIDS XE	US	85/154,908	10/18/2010	11/08/2011	4,051,922
4REAL	US	75/162,602	09/09/1996	04/17/2001	2,444,622
THE FUND (stylized and/or with design)	US	73/750,862	09/09/1988	09/11/1990	1,613,190

REGISTERED SOFTWARE AND WORKS:

Owner	Work	Reg. No.	Reg. Year
Attorneys' Title Insurance Fund, Inc.	ATIDS Mainframe Source Code + JCL.	TXu001743448	2011
Attorneys' Title Insurance Fund, Inc.	DoubleTime Source Code.	TXu001758854	2011
Attorneys' Title Insurance Fund, Inc.	Fund Procedures Handbook.	TX0007357682	2009
Attorneys' Title Insurance Fund, Inc.	Fund Procedures Handbook.	TX0007357464	2007
Attorneys' Title Insurance Fund, Inc.	Fund Title Notes.	TX0007404737	2009
Attorneys' Title Insurance Fund, Inc.	MGA Source Code.	TXu001737147	2011

UNREGISTERED SOFTWARE AND WORKS:

Work/Software
Title Plant and all software, data, documentation relating thereto, and all copies thereof.

INTELLECTUAL PROPERTY LICENSE

This Intellectual Property License (this "License") is entered into effective as of the 12th day of ~~December~~ December 2015 ("License Effective Date"), by and among Old Republic National Title Insurance Company, a Florida insurance corporation ("ORNTIC" or "Licensor"), and Attorneys' Title Insurance Fund, Inc. and Attorneys' Title Insurance Fund, a Florida business trust (severally referred to as "Licensee"). ORNTIC, ATIF and Attorneys' Title Insurance Fund, a Florida business trust may each be referred to herein as a "Party" or may be referred to jointly as the "Parties."

WHEREAS, the Parties entered into a certain Master Agreement dated ~~November 12th~~ December 2015 (the "Master Agreement"), under which, among other terms and conditions, certain Parties conveyed certain assets, including without limitation certain intellectual property rights and assets, to other Parties;

WHEREAS, the Parties further entered into a certain Intellectual Property Assignment dated ~~November 12th~~ December 2015 (the "IP Assignment") in connection with the Master Agreement, under which, among other terms and conditions, certain Parties assigned certain intellectual property and related rights to ORNTIC; and

WHEREAS, the Parties are required to execute and deliver this License as a condition of closing pursuant to the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all Parties, subject to the terms and conditions of the Master Agreement and the IP Assignment, the Parties hereby agree as follows:

1.0 Unless otherwise defined herein, terms defined in the Master Agreement and used herein have the meaning given to them in the Master Agreement; and terms defined in the IP Assignment and used herein have the meaning given to them in the IP Assignment.

2.0 "Licensed Marks" means those trademarks and service marks identified as "Licensed Marks" on Exhibit A attached hereto.

3.0 "Licensed Services" means any service that does not compete with a service or product offered by ORNTIC or any of its respective parents, subsidiaries or affiliates, and can be legally provided by Licensee. For avoidance of doubt, it is understood and agreed that "Licensed Services" shall, in no circumstance, be construed to include: operating as a title insurer or title insurance agent.

4.0 Service Mark License:

(i) Licensor hereby grants to Licensee a non-exclusive, limited right and license to use the Licensed Marks in connection with the Licensed Services, in the United States, for the term of, and subject to, the terms and conditions of this License. The rights granted to Licensee in this Section 4.0(i) are personal to Licensee and may not be

sublicensed, assigned or transferred by Licensee without the express, prior, written consent of Licensor. Any attempt to sublicense, assign or transfer such rights, or this License, without Licensor's prior written consent will be null and void.

(ii) In the event that any competitor, agency, third party, customer or prospect of Licensee threatens or institutes any litigation, regulatory or arbitration proceeding in connection with such services, or asserts that any Licensed Mark is invalid or unenforceable, Licensee will immediately notify Licensor of such complaint, threat, or proceeding, and will do so in writing.

(iii) Licensee will use the Licensed Marks in relation to the Licensed Services in accordance with standards, specifications, and instructions approved by Licensor, and only in relation to such Licensed Services. Licensor is familiar with the quality of the services offered by Licensee as of the License Effective Date and Licensor hereby acknowledges and agrees that the current level of quality is sufficient for services performed in connection with the Licensed Marks.

(iv) Licensor will have the right, at all reasonable times, to inspect the records of Licensee relating to services performed, and goods distributed, in connection with the Licensed Marks, as Licensor considers necessary to carry out the purposes of inspection and as part of appropriate program of quality control. In the event Licensor, in its sole discretion, determines that the level of quality of the Licensed Services has fallen below the level of quality of the services performed by Licensee as of the License Effective Date, or, if such services were not being performed as of the License Effective Date, Licensor determines that the level of quality of such services is unacceptable, Licensee will, within thirty (30) days, improve the quality of such services to a level deemed satisfactory by Licensor, or will cease to offer such services. Licensee will not use any Licensed Mark in connection with a good (as opposed to a service) without the prior written consent of Licensor.

(v) Licensee will comply with all laws, regulations, and interpretations thereof pertaining to the performance, sale, promotion and distribution of the Licensed Services, and will perform all Licensed Services in an honest and lawful manner and so as to avoid any unreasonable dangers to the purchasers of Licensed Services and to members of the public.

(vi) Licensee will not register, or use, or attempt to register or use any trademark, service mark, domain name, or social media identifier, or purchase or use any advertising keyword, identical or confusingly similar to any Licensed Mark or to any other trademark, service mark, domain name, or social media identifier used by Licensor or ORNTHC or ATFS or any of their respective parents, subsidiaries or affiliates, without Licensor's prior written consent, which may be granted or withheld in Licensor's sole discretion.

5.0 The rights and licenses granted in this License are fully-paid-up and royalty-free for the term of this License.

6.0 Licensee will inform Licensor within three (3) business days of any infringements or of any acts of unfair competition, or of dilution, affecting the Licensed Marks or the Licensed Software that come to the attention of Licensee. Licensor will have the sole and exclusive right, but not the obligation, to initiate and control proceedings against any such infringement or acts of unfair competition. In the event that Licensor decides to initiate proceedings against any such infringement and acts of unfair competition, Licensee agrees to assist Licensor in whatever manner Licensor may direct, at the expense of Licensor. In the event that Licensee decides, in its sole discretion, not to initiate such proceedings, Licensee may not initiate such proceedings without Licensor's prior written consent, which Licensor may give or withhold in its sole discretion.

7.0 Licensee is not and will not be considered a joint venturer, partner, or agent of Licensor and will not have the power to bind or obligate Licensor in any way. Licensee will hold Licensor harmless and indemnify and defend each of the foregoing (and their respective owners, officers, directors, parents, subsidiaries and employees) from and against any and all claims, demands, liability for loss, or loss pertaining to the performance, offer for sale, or sale of the Licensed Services or any violation of any laws, regulations, or interpretations thereof pertaining to the performance of the Licensed Services.

8.0 This License will have an initial term of one (1) year from the License Effective Date stated above, and will be automatically renewed for successive one year terms unless either Licensee gives notice of termination not less than sixty (60) days prior to the end of such a term. In addition, Licensor may terminate this License as to ATIF or Attorneys' Title Insurance Fund, a Florida business trust, as applicable, as follows:

(i) immediately and automatically in the event Licensee becomes insolvent, enters receivership, or fails to maintain financial reserves acceptable to Licensor in Licensor's sole discretion;

(ii) immediately and automatically in the event Licensee ceases to be a member of ATFS;

(iii) immediately and automatically upon the execution on behalf of Licensee of a petition in bankruptcy to be filed by Licensee, or the execution of a petition in bankruptcy against Licensee, or the entry of Licensee into liquidation, or trusteeship, or the making of a composition by Licensee with its creditors, or the sale or transfer by Licensee of Licensee's business to any other entity not controlled by Licensor or ATFS;

(iv) immediately and automatically upon the filing of a legal action by Licensee challenging the ownership of the Licensed Software or the Licensed Marks, or the validity and enforceability of any rights in or to the Licensed Software or the Licensed Marks;

(v) upon thirty (30) days written notice in the event Licensee registers, applies to register, or uses any trademark, service mark, domain name or social media identifier that is confusingly similar to any Licensed Mark, unless such use ceases and such application

or registration is transferred to Licensor at no charge prior to the end of such thirty (30) day period; and

(vi) upon thirty (30) days written notice in the event of a material breach by Licensee not otherwise accounted for in this Section 8.0, unless such breach is not cured to Licensor's satisfaction with such thirty (30) day period.

Upon termination of this License for any reason, Licensee will immediately cease all uses of the Licensed Marks and will deliver to Licensor all copies of all materials displaying the Licensed Marks that are in Licensee's possession or control.

9.0 To the maximum extent permitted by applicable law, Licensee agrees not to challenge, or assist any third party in challenging, the validity or enforceability of any right connected with any Licensed.

10.0 Miscellaneous Terms.

(i) The provisions, terms, and conditions of the Master Agreement, the IP Assignment and this License represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether oral or written) between the Parties. No supplement, amendment, or modification to this License shall be valid, enforceable, or binding upon the Parties unless made in writing and signed by an authorized representative of all Parties.

(ii) Licensee may not assign, transfer, charge or otherwise deal with its obligations under this License without the prior written consent of Licensor. Licensee further agree that Licensor may freely assign or transfer this License and any rights and duties it has hereunder and that all Licensee's obligations and duties under this License shall inure to the benefit of the successors and assigns of Licensor and shall be binding upon Licensee's heirs, assigns, administrators and representatives.

(iii) In the event any one or more of the provisions of this License shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this License shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held. To the extent reasonably possible and practicable, the invalid, void, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable valid, legal, and enforceable provision(s) which best reflects the Parties' intentions underlying the replaced invalid, void, illegal, or unenforceable provision(s).

(iv) The failure of any Party to insist upon the performance of any obligations, terms, or conditions of this License, to exercise any right or privilege conferred hereunder, or to enforce any remedies or penalties resulting from any breach hereof, shall not be construed as a waiver of any such obligations, terms, conditions, rights, privileges, remedies, or penalties. No obligation, term, condition, right, privilege, remedy, or penalty shall be deemed waived, and no breach of this License shall be deemed consented to, unless and until such waiver or consent is specifically expressed in a writing signed by

the Party claimed to have so waived or consented. No such written waiver shall constitute a waiver of any other obligation, term, condition, right, privilege, remedy, or penalty hereunder, and no such written consent shall constitute a consent to any other breach hereof.

(v) This License, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. Each Party hereby submits itself for the sole purpose of this License and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Florida, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. Each Party agrees to comply with any and all applicable laws, statutes, rules, and regulations with respect to its respective obligations and performance under this License.

(vi) This License and its terms and conditions are confidential and proprietary information of Licensor and may not be disclosed to any third party, or used for any purpose other than performance of this License, without Licensor's prior written consent, which will not be unreasonably withheld.

(vii) The headings of the sections in this License are for the purposes of convenient reference only and are not intended to be part of this License, or to limit or affect the meaning or interpretation of any of the terms hereof.

(ix) This License may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this License by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this License.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this License to be executed and delivered by their respective duly authorized officers or agents as of the date first set forth above.

ATTEST:

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By: W. S. Lee

By: [Signature]

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
INC.

By: Gayatri Kancher

By: [Signature]

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
A Florida Business Trust

By: Gayatri Kancher

By: [Signature]

Exhibit A – Licensed Marks & Licensed Software

LICENSED MARKS:

Mark	CNTRY
THE FUND	US
THE FUND	US
THE FUND	US
THE FUND	US
THE FUND (stylized and/or with design)	US

SUBROGATION AGREEMENT AND ASSIGNMENT OF RIGHTS

This Subrogation Agreement and Assignment of Rights (this "Agreement") made and entered into as of this ~~12th~~^{13th} day of ~~November~~^{December}, 2015 (the "Agreement Date"), by and between Old Republic National Title Insurance Company ("ORNTIC"), a Florida corporation, and Attorneys' Title Insurance Fund, Inc. ("ATIF"), a Florida corporation.

RECITALS

WHEREAS, subject to the exceptions below, ATIF has agreed to assign to ORNTIC certain of its rights in the title insurance policies issued by ATIF, and certain of ATIF's rights in the agreements with all of its agents,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance, ATIF and ORNTIC agree as follows:

ARTICLE I - ASSIGNMENT

1.1 ATIF hereby assigns to ORNTIC all of its rights of subrogation for matters paid pursuant to its title insurance policies for payment of claims, past or future, and for recovery from agents for the breach of their agency agreements with ATIF.

ARTICLE II GENERAL PROVISIONS

2.1 This Agreement and any rights pursuant hereto shall be fully assignable.

2.2 This Agreement shall be governed exclusively by the laws of the State of Florida without regard to its conflicts of laws provisions.

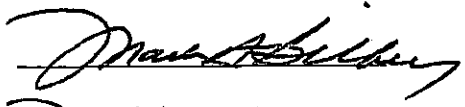
2.3 The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of any such provision.

2.4 ORNTIC and ATIF each represent that they are authorized to enter into this Agreement

2.5 This Agreement may be executed in counterparts, each which when construed together shall constitute the whole.

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

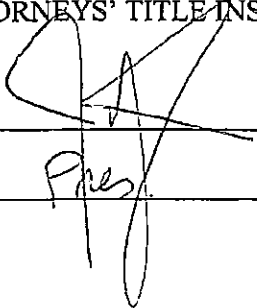
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: 

Its: President

Dated: 11/18/2015

ATTORNEYS' TITLE INSURANCE FUND, INC.

By:  _____

Its: Pres. _____

Dated: 11/17/2015

REAL ESTATE SALE AGREEMENT

SELLER or ATIF: Attorneys' Title Insurance Fund, Inc., a Florida corporation

PURCHASER

or ORNTIC: Old Republic National Title Insurance Company, a Florida corporation

1. **MA, Agreement and Property.** On Dec. 12th, 2015 (the "Effective Date"), Seller, Purchaser, Old Republic National Title Holding Company, a Delaware corporation, Attorneys' Title Insurance Fund, a Florida Business Trust, and Attorneys' Title Fund Services, LLC, a Florida limited liability company, entered into that certain Master Agreement (along with all exhibits and schedules thereto, and as amended, supplemented or modified from time to time, the "**Master Agreement**" or "**MA**"). Subject to the terms and conditions in the MA and this Real Estate Sale Agreement (along with all exhibits and schedules thereto, and as amended, supplemented or modified from time to time, this "**Agreement**"), Seller agrees to sell, and Purchaser agrees to buy, the property described in **Sections 1 (i) through (vii)** below (all of which is collectively, the "**Property**");

(i) Those certain parcels of real property legally described on **Exhibit A** (each a "**Parcel**" and collectively, the "**Parcels**"), together with all easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto (collectively, the "**Land**");

(ii) All buildings, structures, fixtures, facilities, installations and other improvements, of every kind and description now or hereafter in, on, over and under the Land, including, without limitation, any and all HVAC, plumbing, mechanical, electrical, sprinkler and other utility systems, parking lots and facilities, landscaping, roadways, sidewalks, security devices, signs, elevators and light fixtures (collectively, the "**Improvements**") (the Land and Improvements are collectively, the "**Premises**"; each individual Parcel along with the Improvements located on such Parcel is a "**Site**");

(iii) All (a) surveys, blueprints, drawings, plans, specifications, permits, environmental studies and reports, soil borings and engineering tests, including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications, for or with respect to the Premises or any portion thereof; correspondence with past, present and prospective vendors, suppliers, utility companies and other third parties, booklets and manuals concerning any of the other Property; and such other existing books, records and documents (including, without limitation, those relating to taxes and leases) used in connection with the operation of the Premises or any portion thereof; (b) other tangible personal property situated in, on, over and under the Premises or used in connection therewith, including, without limitation, equipment, tools, VPN routes, computers, copy machines, scanners and fax machines, together with all replacements and substitutions therefore; and (c) intangible personal property now or hereafter owned by Seller or in which Seller has an interest, and used in connection with the Premises or any portion thereof, including, without limitation, claims, development rights, impact fee credits, contract rights and, if available, telephone and fax numbers (collectively, the "**Personal Property**");

(iv) All right, title and interest of Seller in all security agreements; service or maintenance agreements; landscaping, mowing, pest control, and trash removal agreements; equipment leases; and any other agreements or contracts (and any amendments, modifications or supplements to any of the foregoing) which affect or pertain in any way to the Premises or any portion thereof (all of the foregoing are described on **Exhibit B** and are collectively, the "**Service Contracts**");

(v) All right, title and interest of Seller, as landlord, in the leases (and any amendments or modifications thereto) more particularly described on **Exhibit C**, and all guaranties, deposits and prepaid rent related thereto (collectively, the "**Leases**");

(vi) All existing guarantees, warranties and indemnities (and any amendments, modifications or supplements thereto) in favor of Seller relating to the construction, operation, lease and/or use of any of the other Property (collectively, the "Warranties"); and

(vii) All certificates of occupancy and/or completion (or local equipment), sprinkler certifications and any other consents, notices of completion, environmental or utility permits, authorizations, variances, waivers, licenses, certificates or approvals (and any amendments, modifications or supplements thereto) from any governmental or quasi-governmental authority issued or granted with respect to or affecting any of the other Property (collectively, the "Permits").

1.1 Pasture Property and Office Property. The portions of the Land described as Parcel 2 on Exhibit A, along with any Improvements or Personal Property located thereon, are collectively, the "Pasture Property"; the portions of the Land described as Parcel 1 on Exhibit A, and all other Improvements, Personal Property, Service Contracts, Leases, Warranties and Permits, are collectively, the "Office Property."

1.2 MA Conflict. Except as otherwise set forth in Section 6.3 of this Agreement, to the extent this Agreement conflicts with any provision of the MA, the MA shall be controlling.

2. Purchase Price. Except as otherwise expressly provided in the MA, the consideration (the "Purchase Price") for the Property is the sum of (i) 95% of the "AS IS" market value of the Office Property as determined by an appraisal (the "Office Appraisal") obtained by Purchaser and delivered to Seller prior to Closing Date (as hereafter defined) which is allocated to the Office Property; and (ii) Five Million Seven Hundred Ten Thousand Dollars (\$5,710,000), Allocated to the Pasture Property. In lieu of cash, the Purchase Price for the Property shall be deemed paid by Purchaser's assumption of certain of Seller's responsibilities and obligations as more particularly described in the Title Insurance Assumption Reinsurance Contract identified in the MA.

3. Closing Date/Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the same time and place as the closing for the MA. The date and time of the Closing is the "Closing Date".

4. Purchaser's Inspection. Seller acknowledges that prior to Closing Purchaser may have performed certain investigations, surveys, tests, appraisals and inspections (collectively, the "Inspections") of the Property. If Purchaser fails to close the transaction evidenced by the MA and this Agreement, and as a result of Purchaser's exercise of its rights under this Section 4 any damage occurs to the Property, Purchaser shall repair such damage, at Purchaser's sole cost and expense, so as to return the Property to substantially the same condition as exists prior to such damage provided, however, that in no event shall Purchaser have any obligation to repair any damage arising (i) as a result of Purchaser's mere discovery, without exacerbation, of an existing environmental, illegal or other condition; or (ii) due to the negligence or misconduct of any party other than Purchaser. All such Inspections are and shall remain the sole expense of Purchaser. Purchaser shall keep the Property free of all liens in connection with the Inspections and shall cause all such liens to be removed promptly upon being notified of same.

5. Seller's Deliverables. To the extent not previously provided to Purchaser, Seller shall deliver to Purchaser the information described on Schedule 5 (collectively, the "Property Information") as expeditiously as possible and in no event later than the Closing Date. The delivery of the Property Information hereunder may be made by email attachments or hard copy.

6. Maintenance of the Property Prior to Closing.

6.1 Management. At all times prior to Closing, Seller shall (i) continue to operate and maintain the Property in accordance with its usual and ordinary practices, and in conformity with all laws, ordinances, regulations, rules, orders, leases or other agreements applicable to the Property, or operation thereof; (ii) enforce the Leases; (iii) keep the Property in good condition and repair, ordinary wear and tear excepted; and (iv) perform all obligations due by Seller under the Leases, Service Contracts, Warranties and Permits.

Prior to Closing, Seller shall not do, or agree to do, any of the following without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole and absolute discretion: (i) rent space in or create any rights (including, without limitation, any contingent, executory or springing rights) of occupancy, use or possession of the Property; (ii) enter into any lease, easement, license, contract, listing agreement, option or other agreement with respect to the Property or binding on Purchaser; (iii) terminate, cancel, extend, amend, modify or supplement any of the Leases, Service Contracts, Warranties or Permits; (iv) collect any rent for a Lease more than one (1) month in advance; (v) sell, encumber or grant any interest in the Property; (vi) modify or alter the physical condition of the Property; (vii) sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein, nor shall Seller initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any portion of the Property. Any new Leases or Service Contracts entered into with Purchaser's consent shall be subject to the covenants, representations and warranties set forth in this Agreement with respect to Leases and Service Contracts, as applicable.

6.2 Notices. Seller shall, promptly after any obtaining knowledge thereof, provide Purchaser with written notice (i) of any event which has an adverse effect on the physical condition of the Property; (ii) received by Seller from any governmental or quasi-governmental authority or from any insurance company concerning the Property; (iii) of any notice received under or pursuant to any of the Permitted Exceptions, Leases, Service Contracts, Warranties or Permits; (v) of any notice of default or alleged non-performance related to any of the Permitted Exceptions, Leases, Service Contracts, Warranties or Permits; (vi) of any actual or alleged violation of any Legal Requirements (as hereafter defined), or any service of process relating to the Property or which could affect Seller's ability to perform its obligations under this Agreement; or (vii) the occurrence of any event which affects the truth or accuracy of any representations or warranties made, or to be made, by Seller pursuant to this Agreement.

6.3 Pasture Property. Purchaser acknowledges that Seller has disclosed that it has entered into negotiations to sell the Pasture Property. Notwithstanding anything to the contrary in this Agreement or the MA, Seller has not, will not and will not agree to enter into any contract, listing agreement, sales agreement, broker agreement, marketing agreement, option, letter of intent, understanding or other agreement (or any amendments, modifications or supplements thereto), with respect to the Pasture Property without Purchaser's prior written consent. If Seller receives an agreement or written offer relating to the sale of all or any portion of the Pasture Property that it desires to pursue, (i) it shall not negotiate any terms thereof without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion; (ii) after receiving Purchaser's consent, if any, to negotiate any terms pursuant to the preceding subsection of this Section 6.3, Seller shall not negotiate beyond the scope of the terms authorized by Purchaser; and (iii) keep Purchaser informed as to the status and nature of any such negotiations. Seller represents and warrants to Purchaser that prior to Closing, Seller has caused any agreements for commissions, finders fees, costs, claims, expenses, damages or other amounts due in connection with this Agreement or upon a sale or conveyance of any portion of the Property (including, without limitation, the Pasture Property), to be amended or terminated so that no commissions, finders fees, costs, claims, expenses, damages or other amounts are due any broker, realtor, finder or other party in connection with this Agreement or upon conveyance of the Property (including, without limitation, the Pasture Property) pursuant to this Agreement. Upon Purchaser's request, prior to

Closing Seller shall provide evidence, reasonably acceptable to Purchaser, confirming no commissions, finders fees, costs, claims, expenses, damages or other amounts are due in connection with this Agreement or upon a sale or conveyance of any portion of the Property (including, without limitation, the Pasture Property) pursuant to this Agreement.

7. Title, Survey and Leases.

7.1 Title Commitment. Purchaser will secure a commitment for an owner's policy of title insurance for each Site directly issued by ORNTIC (individually, a "**Title Commitment**" and collectively, the "**Title Commitments**"), along with legible copies of all documents referenced therein.

7.2 Surveys. Seller shall deliver to Purchaser its most recent surveys of each of the Sites (each individually a "**Survey**" and collectively, the "**Surveys**").

7.3 Conveyance of Title. At Closing, Seller shall deliver to Purchaser a Warranty Deed for each Site, executed by Seller, in recordable form, conveying such Site to Purchaser, free and clear of all liens, claims and encumbrances except for the following items (collectively, the "**Permitted Exceptions**"): (i) the lien of real estate taxes and assessment that are not yet due and payable; and (ii) matters of title or survey that are not Mandatory Cure Items.

7.4 Mandatory Cure Items. Notwithstanding anything to the contrary in this Agreement or the MA, Seller, at Seller's expense, shall be obligated to cure and remove at or prior to Closing all of the following (collectively, the "**Mandatory Cure Items**"): (i) construction or mechanics liens, and judgment liens (except for any such liens arising out of or related to Purchaser's Inspections); (ii) mortgages, assignments of rents and leases, financing statements and any other documents evidencing debt on or secured by any Property; (iii) the matters described on **Schedule 7.4.**, if any; and (iv) any new matter or exception disclosed by an update to any Title Commitment or Survey objectionable to Purchaser (each a "**New Defect**") if Purchaser has delivered a notice to Seller objecting to such New Defect within ten (10) business days after receiving written notice thereof.

7.5 Estoppel Certificates. Prior to Closing, Seller shall deliver to Purchaser (i) an estoppel certificate from each tenant of the Premises (each a "**Tenant Estoppel**") in substantially the form requested by Purchaser after receipt of complete copies of the Leases (including any amendments or modifications thereto); and (ii) an estoppel certificate from each Service Contract vendor requested by Purchaser (each a "**Vendor Estoppel**") in substantially the form requested by Purchaser after receipt of complete copies of the Service Contracts (including any amendments or modifications thereto) (the Tenant Estoppels and Vendor Estoppels are collectively, the "**Estoppels**").

8. Representations and Covenants.

8.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the date of this Agreement and as of the Closing Date, as follows:

(i) **Approvals and Consents:** All consents, approvals or authorizations of third parties required in connection with the signing or delivery of this Agreement by Seller, or the performance of its obligations hereunder, have or will be obtained prior to Closing.

(ii) **Title and Liens.** Seller is the sole owner of, and has good and marketable fee simple title to, the Property free and clear of all liens, encumbrances, claims, demands, easements, covenants, conditions, restrictions and encroachments of any kind or nature other than the Permitted Exceptions and the Leases. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property except for this Agreement and the MA.

No work has been performed by Seller or is in progress at, and no materials have been furnished to any Site at the direction of Seller which, though not presently the subject of, might give rise to construction, mechanic's, materialman's or other liens against any Site, except that for which full and complete releases have been obtained or will be obtained at Closing.

(iii) **Condition.** All Personal Property and Improvements (including, without limitation, the buildings, HVAC, plumbing, mechanical, electrical, sprinkler and other utility systems, elevators and security systems) are in good condition and proper working order. The roof and windows of any building at the Property are free of leaks. There are no repairs or maintenance reasonably required that would cost more than \$500 in the aggregate.

(iv) **Leases.** There are no leases, subleases, occupancy or similar agreements, entered into or binding on Seller that will be binding on Purchaser after Closing except the Leases. Seller has not applied any portion of the deposits (if any) provided by tenants under the Leases to such tenants' rents or other obligations under the Leases. Seller has no notice of (a) any uncured complaints from tenants of the Property; or (b) any alleged defaults of Seller pursuant to the Leases. As of the Closing, each of the Leases will be in full force and effect, with rent current, without breach or default by any party thereto, and fully enforceable pursuant to its terms.

(v) **Contracts and Permits.** Other than this Agreement, the MA, Warranties, Permits and Service Contracts, there are no unrecorded agreements, documents or contracts entered into or binding on Seller that will be binding on Purchaser that are not disclosed by the Title Commitments. There is no contract or agreement in effect for the management of any portion of the Property. As of Closing, Seller shall have obtained and paid for (or caused the tenants of the Premises, to obtain and pay for) all permits and certificates needed for use or occupancy of the Premises required under any Legal Requirements, and all of the same are in good standing.

(vi) **Taxes and Assessments.** The Property is not subject to any reassessments, audits or tax appeals. Seller has not received notice of any assessments by a public or quasi-public body, whether municipal, county or state imposed, contemplated or confirmed and ratified against any of the Property for public or private improvements which are now or hereafter payable other than those that would be shown on the real estate tax bills for the Sites. There are no unpaid taxes, fees or assessments of any kind or nature whatsoever that are presently due and payable.

(vii) **No Defaults or Violations.** Seller is not in default of any of its obligations or liabilities pertaining to the Property including, but not limited to, its obligations under the Leases, Service Contracts, Warranties and Permits, and there is no state of facts, circumstances, condition or event which, after notice or lapse of time, or both, would constitute or result in any such default. Seller is in compliance with all Legal Requirements applicable to any portion of the Property, and Seller has not received notice of any alleged violation of any Legal Requirements. For purposes of this Agreement, "**Legal Requirements**" means all laws (including, without limitation, the so-called Americans with Disabilities Act [the "**ADA**"]), statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state and local governmental or quasi-governmental authorities, which may be applicable to any portion of the Property or its use or operation.

(viii) **No Condemnation, Casualty or Subdivision.** There is no plan, study or legislative action by any governmental or quasi-governmental authority which in any way affects or would affect the present use or zoning of the Property. Seller has not received written notice of any pending proceedings, nor are any proceedings threatened against or affecting the Property, or interest therein, in the nature of or in lieu of condemnation or eminent domain proceedings. No portion of the Property, nor the possession, operation and/or use thereof, has been adversely affected by any casualty

for which the damage has not been fully restored. No portion of the Premises is (a) part of a larger parcel of ground so as to require any form of subdivision approval; or (b) subject to any understanding or unfulfilled commitment with, or to any unsatisfied conditions imposed by, any governmental or quasi-governmental authority.

(ix) **Environmental Matters.** There are no gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any environmental law, ordinance, rule or regulations of any governmental authority, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S.C. Sections 7401 et seq.) and in the regulations adopted and publications promulgated pursuant thereto (collectively, "**Hazardous Materials**") at, or affecting, the Premises.

(x) **OFAC.** Neither Seller nor any person or entity owning an interest in Seller is (a) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury and/or on any other similar list; (b) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States; or (c) an "Embargoed Person." To Seller's knowledge, (a) none of Seller's funds or assets constitute property of, or are beneficially owned, directly or indirectly, by an Embargoed Person; and (b) no Embargoed Person has any interest of any nature whatsoever in Seller.

(xi) **Other Agreements.** This Agreement, along with the MA, Leases, Service Contracts, Warranties and Permits comprise every contract, agreement, lease, permit, relationship and commitment, oral or written, which affect the Property, to which Seller is a party, or by which Seller or any portion of the Property is bound.

8.1.1 Survival of Seller's Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall survive Closing and continue in full force and effect for the time period(s) describe in the MA.

8.2 Purchaser's Representations and Covenants. Purchaser represents, warrants, covenants and agrees, as of the date of this Agreement and as of the Closing Date, as follows:

(i) **Approvals and Consents.** All consents, approvals or authorizations of third parties required in connection with the signing or delivery of this Agreement by Purchaser, or the performance of its obligations hereunder, have or will be obtained prior to Closing.

(ii) **OFAC.** Purchaser and, to Purchaser's actual knowledge, each person or entity owning an interest in Purchaser is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury and/or on any other similar list, (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States, (iii) not an "Embargoed Person." To Purchaser's actual knowledge, none of the funds or other assets of Purchaser constitute property of, or are beneficially owned, directly or indirectly, by an Embargoed Person, and to Purchaser's actual knowledge, no Embargoed Person has any interest of any nature whatsoever in Purchaser.

8.2.1 Survival of Purchaser's Representation and Warranties. All representations and warranties of Purchaser contained in this Agreement shall survive Closing and continue in full force and effect for the time period(s) describe in the MA.

9. Closing Documents and Related Matters.

9.1 Seller's Closing Documents. At Closing, Seller shall deliver, or cause to be delivered, to Purchaser, the following documents, in form and substance reasonably acceptable to Purchaser:

(i) **Deed.** For each Site, a Warranty Deed in the form attached as **Exhibit D**, subject only to the Permitted Exceptions for the applicable Site;

(ii) **Bill of Sale.** A general warranty Bill of Sale in the form attached as **Exhibit E**;

(iii) **Assignment of Leases.** An Assignment of Leases in the form attached as **Exhibit F**;

(iv) **Assignment of Service Contracts, Warranties and Permits.** An Assignment of the Service Contracts, Warranties and Permits in the form attached as **Exhibit G** for those Service Contracts, Warranties and Permits Purchaser desires assignment of;

(v) **Non-Foreign Affidavit.** An affidavit duly executed by Seller certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

(vi) **Title Documents and Affidavit.** An owner's affidavit in the form required by the title insurer, and all documents required by the title insurer or Purchaser evidencing Seller's ability to convey the Property as contemplated by this Agreement;

(vii) **Notice to Tenants.** A notice to each of the tenants under the Leases (collectively, the "Tenant Notices") in the form attached hereto as **Exhibit H**, advising such tenant of the sale of the Premises to Purchaser and directing such tenant to make all payments to Purchaser or its designee, which Tenant Notices Purchaser shall deliver to such tenants;

(viii) **Notice to Vendors.** A notice to each of the vendors under the Service Contracts assigned to Purchaser (collectively, the "Vendor Notices") in the form requested by Purchaser, or such other form as may be prescribed by the applicable Service Contract, advising such vendor of the assignment of its Service Contract, which Vendor Notices Purchaser shall deliver to the applicable vendor;

(ix) **Notice to Warrantors.** If required under any Warranty or requested by Purchaser, a notice regarding the assignment of such Warranty (collectively, the "Warranty Notices") in the form requested by Purchaser or such other form as may be prescribed by the applicable Warranty;

(x) **Closing Statement.** Unless otherwise provided pursuant to the MA, a counterpart of the closing statement for the transaction contemplated by this Agreement (the "Closing Statement") executed by Seller.

9.1.1 Possession. At Closing, Seller shall deliver to Purchaser possession of all Property, including any keys and access equipment in Seller's (or its agents, employees or any other affiliated party's) possession, along with security and access codes.

9.1.2 Other Seller Deliveries. At Closing, Seller shall deliver, or cause to be delivered, to Purchaser (i) the originals of all Leases, Estoppels, Service Contracts that are assigned to Purchaser, Warranties and Permits; (ii) all Personal Property; and (iii) all deposits delivered pursuant to the Leases.

9.2 Purchaser's Closing Documents. Unless otherwise provided pursuant to the MA, at Closing, Purchaser shall deliver to Seller, a counterpart of the Closing Statement executed by Purchaser.

9.3 Mutual Closing Documents; Waiver of Conditions Precedent. Each party shall deliver such other documents and instruments as may reasonably be required by the other party and/or its counsel, to consummate this transaction and to otherwise effectuate the agreements of the parties hereunder. The waiver of any particular condition precedent shall not constitute the waiver of any other.

10. Prorations, Utilities and Security Deposits.

10.1 Prorations. There will be no proration of any taxes, utilities, costs, expenses, Service Contract payments due by Seller, or rents attributable to the Property. The party in title to the Property at the time such obligations are first due will pay the applicable charges without assessment against the other.

10.2 Utilities. Seller and Purchaser shall cooperate and work together so as to cause all utilities provided to the Premises and in Seller's name to be transferred to Purchaser on the Closing Date.

10.3 Security Deposits. At Closing, Seller shall deliver to Purchaser the security deposits and any other deposits Seller received pursuant to the Leases.

10.4 Survivability. The provisions of this Section 10 shall survive Closing.

11. Closing Expenses. Purchaser shall pay any charge (i) for the Title Commitments and the premiums for any owner's title policies (and related endorsements) issued pursuant to the Title Commitments; (ii) to record the Deeds; (iii) for documentary stamp taxes on the Deeds; (iv) for the Pasture Appraisal; and (v) Purchaser's attorneys' fees, if any. Seller shall pay (i) Seller's attorneys' fees, if any; and (ii) costs or charges to satisfy or resolve any Mandatory Cure Items. Except as expressly provided in the MA or this Agreement, Seller and Purchaser shall pay their respective legal, consulting and other professional fees and expenses incurred in connection with this Agreement. The provisions of this Section 11 shall survive Closing or a termination of this Agreement.

12. Condemnation. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in all awards in condemnation, or damages of any kind, to which Seller is entitled at the time of Closing, by reason of any exercise of the power of eminent domain or for the taking of the Premises or any portion thereof, or by reason of any other event affecting the Premises. The provisions of this Section 12 shall survive Closing.

13. Casualty. Prior to Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty (each a "Casualty") shall be borne and assumed by Seller. If, prior to Closing, any part of the Property is subject to a Casualty, (i) Seller shall immediately notify Purchaser of such fact, and (ii) at Closing, Seller shall assign to Purchaser, and Purchaser shall be entitled to receive and keep, all insurance proceeds payable to Seller, if any, with respect to such Casualty, plus Seller shall pay over to Purchaser the sum of all casualty insurance proceeds and business interruption insurance previously paid to Seller with respect to such Casualty, if any, plus the amount of the deductible applicable to such casualty and business interruption insurance. To the extent Seller has the right to participate in any adjustment of the insurance claim, Seller shall consult with Purchaser, and, in

such event, Purchaser and Seller shall cooperate each with the other in good faith. The provisions of this **Section 13** shall survive Closing.

14. Default; Remedies. Any alleged breach of this Agreement or event of default shall be determined by the terms and conditions of the MA, and any remedies or recourse therefore shall be limited to those set forth in the MA.

15. Successors and Assigns. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, that no conveyance, assignment or transfer of any interest whatsoever of, in or to the Property or this Agreement shall be made by Seller or Purchaser during the term of this Agreement without the consent of the other party. Notwithstanding the foregoing, without Seller's consent, Purchaser may assign its rights under this Agreement to one or more affiliates of Purchaser so as to cause portions of the Property to be conveyed to a separate Purchaser affiliate provided that Seller receives notice of such assignment(s) at least three (3) business days prior to Closing.

16. Brokerage. Seller and Purchaser each represent and warrant to the other that it has dealt with no brokers, realtors or finders in connection with this transaction. Seller and Purchaser each hereby indemnify, protect and defend and hold the other harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the indemnified party) resulting from the claims of any broker, realtor, finder or other such party, claiming by, through or under the acts or agreements of the indemnifying party. Seller currently has a brokerage agreement for Parcel 2 and Seller represents and warrants that such brokerage agreement specifically excludes this Agreement and the conveyances contemplated by this Agreement. The obligations of the parties pursuant to this **Section 16** shall survive any termination of this Agreement.

17. Miscellaneous.

17.1 Time of the Essence. Time is of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Florida for observance thereof. All references to a particular time or to "local time" shall mean such time in Tampa, Florida.

17.2 Radon Notice. Seller hereby provides the following notice to Purchaser: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS THROUGHOUT THE UNITED STATES. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE LOCAL COUNTY PUBLIC HEALTH UNIT. SELLER HAS NOT CONDUCTED ANY RADON GAS TESTING WITH RESPECT TO THE PROPERTY AND IS RELEASED BY PURCHASER FROM ANY LIABILITY WITH RESPECT TO THE PRESENCE OF RADON GAS AT THE PROPERTY.

17.3 Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived, so long as any such amendment or waiver is set forth in a writing executed by each party hereto. No course of dealing between or among the parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

17.4 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) immediately upon personal delivery; (ii) immediately when sent by e-mail (with hard copy to follow); (iii) one (1) business day after deposit with a reputable overnight express courier (charges prepaid); or (iv) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is delivered to a party in accordance with the terms of this **Section 17.4**, all notices, demands and other communications to Seller or Purchaser shall be sent to the addresses below:

Purchaser: Old Republic National Title Insurance Company
3000 Bayport Drive, Suite 1000
Tampa, Florida 33607
Attention: Ted Conner, Sr. Vice President
email: TConner@OldRepublicTitle.com

Seller: Attorneys' Title Insurance Fund, Inc.
6545 Corporate Centre Boulevard
Orlando, Florida 32833
Attention: John Simmons, President
email: JSimmons@ATIF.com

17.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

17.6 Captions and Headings. The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or heading had been used in this Agreement.

17.7 Complete Agreement. The MA and this Agreement (and the agreements and documents referred to therein or herein) contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

17.8 Counterparts. This Agreement may be executed in multiple counterparts all of which taken together shall constitute one and the same agreement.

17.9 Attorneys' Fees, Etc. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its reasonable attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses incurred in preparation for and in connection with any trial, appeal or bankruptcy proceedings. The provisions of this **Section 17.9** shall survive Closing or a termination of this Agreement.

17.10 Governing Law; Venue. The law of the State of Florida shall govern all questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits,

and the performance of the obligations imposed by this Agreement, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The parties agree that (i) the appropriate courts in Hillsborough County, Florida will have exclusive jurisdiction to resolve any dispute that shall arise out of or in connection with this Agreement; and (ii) venue will lie in Hillsborough County, Florida, and waive any objection to such jurisdiction of venue. The provisions of this **Section 17.10** shall survive Closing or a termination of this Agreement.

17.11 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. The provisions of this **Section 17.11** shall survive Closing or a termination of this Agreement.

17.12 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17.13 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their collective mutual intent, and no rule of strict construction shall be applied against any party. The term "including" as used herein shall be by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

17.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any Person any legal or equitable rights hereunder.

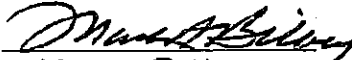
17.15 Exhibits and Schedules. The Exhibits and Schedules referenced in and attached to this Agreement are incorporated herein in full by this reference.

(Remainder of page intentionally left blank)

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the date first written above.


PURCHASER:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: 
Name: Mary Bilbreu
Its: President Dated: 11/18/2015

SELLER:

ATTORNEYS' TITLE INSURANCE FUND, INC.

By: 
Name: John Simmons
Its: CEO Dated: 11/17/2015