

Exhibit B

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

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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.

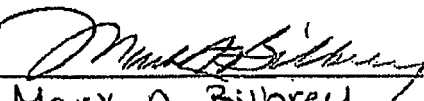
By: 

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