

Exhibit C

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 evidence 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.

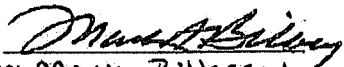
17.15 Exhibits and Schedules. The Exhibits and Schedules referenced in and attached to this Agreement are incorporated herein in full by this reference.

(Remainder of page intentionally left blank)

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

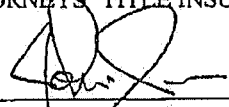
PURCHASER:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: 
Name: Mark Bilbray
Its: President Dated: 11/18/2015

SELLER:

ATTORNEYS' TITLE INSURANCE FUND, INC.

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