

Issued By CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

 Issuing Agent:
 Issuing Office:
 Kankakee County Title Company

 ALTA® Universal ID:
 100430

 Commitment No.:
 100430

 Issuing Office File No.:
 100430

 Property Address:
 IL

SCHEDULE A

- 1. Commitment Date: January 24, 2018 at 12:00 AM
- 2. Policy to be issued:
 - ALTA Owners Policy (06/17/06)
 Proposed Insured: The Estate of Jan Butts, deceased, its designee, assignee or appointee
 Proposed Policy Amount: \$10,000.00
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

The Estate of Jan Butts, deceased

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Christie Rahn Authorized Signature

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal goverment agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan policy should reflect the loan amount or value of the property as collateral. Proposed policy amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Extended coverage for Owner's policy may be available at an additional fee upon receipt of requested documentation and underwriter approval.

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Rights or claims of parties in possession not recorded in the public records.
- 3. Easements or claims of easements not recorded in the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. Taxes for the year 2017, which are a lien but not yet due or payable.

Note: General taxes for the year 2016 are as follows:

\$1,164.72, 1st installment paid and 2nd installment paid as to code number 01-04-36-200-008 \$1,973.60, 1st installment paid and 2nd installment paid as to code number 01-04-36-400-003 \$54.98, 1st installment paid and 2nd installment paid as to code number 01-05-30-303-012 \$1,038.98, 1st installment paid and 2nd installment paid as to code number 01-05-30-303-011 \$509.40, 1st installment paid and 2nd installment paid as to code number 01-04-25-100-004 \$1,013.22, 1st installment paid and 2nd installment paid as to code number 01-04-25-200-001

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AMERICAN



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\$117.62, 1st installment paid and 2nd installment paid as to code number 01-04-25-400-001 \$152.68, 1st installment paid and 2nd installment paid as to code number 01-05-30-303-009 \$381.70, 1st installment paid and 2nd installment paid as to code number 01-05-30-303-010 \$1,016.28.14, 1st installment paid and 2nd installment paid as to code number 01-05-31-100-002 \$7,612.32, 1st installment paid and 2nd installment paid as to code number 01-05-31-100-003 \$1,125.48, 1st installment paid and 2nd installment paid as to code number 01-05-31-200-002 \$1,130.60, 1st installment paid and 2nd installment paid as to code number 01-05-31-300-001 \$1,212.26, 1st installment paid and 2nd installment paid as to code number 01-05-31-300-002 \$2,323.54, 1st installment paid and 2nd installment paid as to code number 01-05-31-400-001 \$157.72, 1st installment paid and 2nd installment paid as to code number 01-05-31-400-001 \$157.74, 1st installment paid and 2nd installment paid as to code number 01-05-31-400-001

- 8. Right of way for drainage ditches, feeders and laterals, if any.
- 9. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.
- 10. Special assessments and annual benefits Momence and Yellowhead Township Drainage District, if any. Paid in conjunction with taxes.
- 11. 50 foot easement contract in favor of Amoco Pipeline Company, a Maine Corporation, recorded December 16, 1976 as Document Number 76-13042 granting right to lay and maintain pipeline under and across the following: The Northeast Quarter of the Southwest Quarter; the East Half of the Northwest Quarter all in Section 31, Township 32 North, Range 15 East of the Third Principal Meridian. ALSO, a tract of land in Kankakee County described as follows: Beginning at the Southeast corner of the Southwest Quarter of Section 30, Township 32 North, Range 15 East of the Third Principal Meridian; running thence West 80 rods; thence North 116 rods to the middle of State Highway 17; thence East along the middle of said road to the East line of the Southwest Quarter; thence South along said East line 111 rods to the place of beginning.
- 12. Jan Butts, owning the land, died testate on February 18, 2006, leaving a will dated August 5, 2001, and admitted to probate on March 9, 2006 in Case Number 06-P-54 in the Circuit Court of Kankakee County, Illinois.

We have examined said estate and note the following:(A) Statutory rights and powers of the executor or administrator with will annexed;

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- (B) Claims allowed or which may be allowed against the estate;
- (C) Expenses of administration;

(D) Illinois Estate Tax, Illinois Generation Skipping Transfer Tax and Federal Estate Tax which may be charged against the estate;

- (E) Power of sale conferred upon the executor or administrator;
- (F) Rights of Legatees under the will.

NOTE: This commitment is based upon the assumption that title is to be conveyed pursuant to an executor's or administrator's deed pursuant to power of sale.

NOTE: If title is to be derived through a deed by one other than the executor or administrator, a notice of probate pursuant to Section 20-24 of the Probate Act should be recorded in the Office of Recorder of Deeds.

NOTE: Letters of Office issued to Shirley A.S. Anderson as Executor

13. Restrictions set forth in the last Will & Testament of Jan Butts filed in the Circuit Court of Kankakee County, Illinois in Case No. 06-P-54 that the land lie fallow or be enhanced and preserved as a natural habitat; that no commercial use be carried out, except for farming.

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SCHEDULE C

The Land is described as follows:

Township 32 North, Range 14 East, Third Principal Meridian in Sections 25 and 36 and in Township 32 North, Range 15 East, Third Principal Meridian in Sections 30 and 31, all in Kankakee County, State of Illinois:

Tract 1: In Section 25, that part of the West Half Southeast Quarter and the East Half Northeast Quarter Southwest Quarter and the East Half East Half Northwest Quarter and the West Half Northeast Quarter, more particularly described as follows: Commencing at a 1 ½ inch iron pipe at the Northwest corner of the Northeast Quarter Northwest Quarter; thence North 88 degrees 40 minutes 03 seconds East (Illinois State Plane East Bearings and Distances), along the North line of said Northeast Quarter Northwest Quarter, 665.27 feet to the point of beginning; thence South 01 degrees 21 minutes 49 seconds East along the West line of the East Half Northeast Quarter Northwest Quarter 1331.88 feet to the Southwest corner of said East Half Northeast Quarter Northwest Quarter; thence continuing South 01 degrees 21 minutes 49 seconds East along the West line of the East Half Southeast Quarter Northwest Quarter 1331.88 feet to the Southwest corner of the said East Half Southeast Quarter Northwest Quarter; thence South 01 degrees 21 minutes 28 seconds East along the West line of the East Half Northeast Quarter Southwest Quarter, 539.77 feet to the center line of Highway 17; thence South 86 degrees 59 minutes 24 seconds East along said center line 1644.86 feet; thence continuing along said center line on a tangential curve concave to the North with radius of 20256.00 feet, an arc length of 351.54 feet, a central angle of 00 degrees 59 minutes 40 seconds a chord bearing of South 87 degrees 29 minutes 14 seconds East and a chord distance of 351.53 feet to a point on the East line of the West Half Southeast Quarter; thence North 01 degrees 23 minutes 28 seconds West, along said East line 682.78 feet to the Northeast corner of said West Half Southeast Quarter; thence North 01 degrees 27 minutes 21 seconds West along the East line of the West Half Northeast Quarter, 2663.52 feet to the Northeast corner of said West Half Northeast Quarter; thence South 88 degrees 53 minutes 57 seconds West along the North line of said West Half Northeast Quarter 1320.89 feet to the Northwest corner of the Northeast Quarter; thence South 88 degrees 40 minutes 03 seconds West along the North line of the said East Half Northeast Quarter Northwest Quarter 665.27 feet to the point of beginning.

Tract 2: In Section 36, the East Half Northeast Quarter and that part of the East Half Southeast Quarter and in Section 30 that part of Lot 4, Lot 5, and Lot 6 of G.L. Fosters Addition to Sherburnville in the West Half Southwest Quarter recorded on March 27, 1886, and that part of the East Half Southwest Quarter and in Section 31 the Southwest Quarter Northeast Quarter and the West Half Southeast Quarter and the North Half Southwest Quarter and that part of the Northwest Quarter, more particularly described as follows: Beginning at a ³/₄ inch rebar at the Northeast corner of the Northeast Quarter of Section 36; thence South 88 degrees 53 minutes 12 seconds West along the North line of the East Half Northeast Quarter of said Section 36, 1328.52 feet to the Northwest Corner of said East Half Northeast Quarter; thence South 01 degrees 19 minutes 41 seconds East along the West line of said East Half Northeast Quarter 2664.60 feet to the Southwest corner of said East Half Northeast Quarter 2664.60 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter 2666.62 feet to the Southwest Corner 1031.69 feet; thence North 01 degrees 11

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minutes 23 seconds West 435.97 feet to a 5/8 inch rebar; thence North 88 degrees 50 minutes 15 seconds East 250.00 feet to a 5/8 inch rebar; thence South 01 degrees 11 minutes 23 seconds East 435.72 feet to a 5/8 inch rebar on the South line of said East Half Southeast Quarter; thence North 88 degrees 46 minutes 52 seconds East along the South line of said East Half Southeast Quarter 50.54 feet to a "chiseled X" on the bridge deck at the Southeast corner of the Southeast Quarter; thence North 01 degrees 22 minutes 05 seconds West along the East line of the Southeast Quarter Southeast Quarter 1332.19 feet to the Northeast corner of said Southeast Quarter Southeast Quarter; thence North 88 degrees 27 minutes 56 seconds East along the South line of the North Half Southwest Quarter of Section 31, 2682.30 feet to the Southeast corner of said North Half Southwest Quarter; thence South 01 degrees 02 minutes 23 seconds East along the West line of the Southwest Quarter Southeast Quarter 1338.51 feet to the Southwest corner of the Southeast Quarter; thence North 88 degrees 43 minutes 25 seconds East along the South line of said Southwest Quarter Southeast Quarter 1339.21 feet to the Southeast corner of said Southwest Quarter Southeast Quarter; thence North 01 degrees 05 minutes 05 seconds West along the East line of the West Half Southeast Quarter 2686.14 feet to the Northeast corner of said West Half Southeast Quarter: thence continuing North 01 degrees 05 minutes 05 seconds West along the East line of the Southwest Quarter Northeast Quarter 1343.83 feet to the Northeast corner of said Southwest Quarter Northeast Quarter ; thence South 88 degrees 10 minutes 04 seconds West along the North line of said Southwest Quarter Northeast Quarter 1336.16 feet to the Northwest corner of said Southwest Quarter Northeast Quarter; thence North 01 degrees 02 minutes 23 seconds West along the East line of the Northeast Quarter Northwest Quarter 1340.01 feet to a 10 inch x 6 inch x 4 inch stone the Northeast corner of the Northwest Quarter; thence North 01 degrees 39 minutes 37 seconds West along the East line of the Southwest Quarter of Section 30 1828.50 feet to the center line of Highway 17; thence North 87 degrees 57 minutes 03 seconds West along said center line 1235.14 feet; thence continuing along said center line on a tangential curve concave to the South with a radius of 15625.98 feet and arc length of 111.91 feet, a central angle of 00 degrees 24 minutes 38 seconds a chord bearing of North 88 degrees 09 minutes 22 seconds West and a chord distance of 111.91 feet to a point on the East line of G.L. Fosters Addition; thence South 01 degrees 13 minutes 06 seconds East along said East line 1317.18 feet to a 6 inch x 4 inch x 5 inch stone at the Southeast corner of Lot 4; thence South 87 degrees 59 minutes 26 seconds West along the South line of said Lot 4, 534.81 feet to a fence post; thence North 07 degrees 35 minutes 58 seconds East 55.25 feet to a fence post; thence North 80 degrees 59 minutes 37 seconds West 350.94 feet to the center line of Bull Creek Road: thence South 20 degrees 46 minutes 59 seconds West along said center line 37.76 feet; thence continuing along said center line South 23 degrees 37 minutes 20 seconds West 359.70 feet to a stone: thence South 02 degrees 53 minutes 22 seconds East 196.69 feet to a 5/8 inch rebar: thence North 87 degrees 55 minutes 40 seconds East 250.00 feet to a 5/8 inch rebar; thence South 02 degrees 53 minutes 22 seconds East 171.91 feet to a point on the South line of the Southwest Quarter; thence North 88 degrees 00 minutes 12 seconds East along said South line 776.26 feet to the Southeast corner of G.L. Fosters Addition; thence South 01 degrees 20 minutes 25 seconds East along the East line of the West Half Northwest Quarter of Section 31, 33.00 feet; thence South 88 degrees 00 minutes 12 seconds West 1073.38 feet to the intersection of the Southerly projection of the center line of Bull Creek Road; thence North 02 degrees 53 minutes 22 seconds West along said projected center line 33.00 feet to the point on the North line of the Northwest Quarter; thence South 88 degrees 00 minutes 12 seconds West along the North line of said Northwest Quarter 272.10 feet to the point of beginning.

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NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, <u>Chicago Title Insurance Company</u>, a(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II-Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- (i) comply with the Schedule B, Part I Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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