



601 Riverside Avenue, Bldg 5  
Jacksonville, FL 32204

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**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.

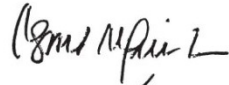

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

*Fidelity National Title Insurance Company*

By:   
ATTEST   
President  
Secretary

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**27C165B**

**ALTA Commitment for Title Insurance 8-1-16**

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**Transaction Identification Data for reference only:**

Issuing Agent: **Bay National Title Company**

Issuing Office: **13577 Feather Sound Drive, Suite 250  
Clearwater, FL 33762**

Issuing Office File Number: **LAT-60938**

Property Address: **2.5 Acres Christian Dr & Hwy 18, Brandon, MS 39042**

**SCHEDULE A**

1. Commitment Date: **January 14, 2019 at 8:00AM**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy 2006 ALTA®  
Proposed Insured: **A Natural Person or Legal Entity To Be Determined**  
Proposed Policy Amount: **\$1,000.00**
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:  
**United States of America**
5. The Land is described as follows:  
See Exhibit A attached hereto and incorporated herein by reference

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By:   
**Authorized Signatory**

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**EXHIBIT A  
LEGAL DESCRIPTION**

A tract or parcel of land containing 4.15 acres, more or less, being situated in the Southeast 1/4 of the Southwest 1/4 of Section 18, T5N-R3E, City of Brandon, Rankin County, Mississippi; thence

Commencing at the Southeast corner of said Section 18; run thence

North for a distance of 755.55 feet; thence

West for a distance of 3662.98 feet to a found 1/2 inch iron pin marking the Southeast corner of Royal Development, LLC property as recorded in Deed Book 2004 Page 6820 in the office of the Chancery Clerk of Rankin County, Mississippi and said pin marking the point of beginning of the herein described property; thence

South 27 Degrees 07 Minutes 48 Seconds East for a distance of 637.63 feet to a point in the center of Terrapin Skin Creek; thence

South 64 Degrees 42 Minutes 44 Seconds West along the center of said Terrapin Skin Creek for a distance of 97.61 feet to a point; thence

South 70 Degrees 01 Minute 45 Seconds West along the center of said Terrapin Skin Creek for a distance of 106.11 feet to a point; thence

South 71 Degrees 02 Minutes 26 Seconds West along the center of said Terrapin Skin Creek for a distance of 93.65 feet to a point on the Easterly right-of-way of MS Highway No. 18; thence

North 27 Degrees 07 Minutes 48 Seconds West along the Easterly right-of-way of MS Highway No. 18 for a distance of 476.67 feet to a set 1/2 inch iron pin on the Southerly right-of-way of Christian Drive; thence

North 62 Degrees 52 Minutes 12 Seconds East along the Southerly right-of-way of Christian Drive for a distance of 60.0 feet to a set 1/2 inch iron pin; thence

North 27 Degrees 07 Minutes 48 Seconds West along the Easterly right-of-way of Christian Drive for a distance of 161.17 feet to a found 1/2 inch iron pin marking the Southwest corner of the aforementioned Royal Development, LLC property; thence

North 70 Degrees 06 Minutes 03 Seconds East along the Southerly line of the aforementioned Royal Development, LLC property for a distance of 237.36 feet to the point of beginning.

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LESS AND EXCEPT:

A parcel of land being situated in the Southeast 1/4 of Southwest 1/4 of Section 18, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, described as follows:

Commencing at the Southeast Corner of said Section 18; run thence North a distance of 755.55 feet; then West for a distance of 3,662.98 feet to a 1/2 inch iron pin marking the Southeast Corner of Royal Development, LLC property as recorded in Deed Book 2004 at Page 6820 in the Office of the Chancery Clerk of Rankin County, Mississippi; thence South 70 Degrees 06 Minutes 03 Seconds West a distance of 237.36 feet to a point on the Eastern right-of-way line of Christian Drive; thence South 27 Degrees 07 Minutes 48 Seconds East along the East line of Christian Drive a distance of 161.17 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING, continue South 27 Degrees 07 Minutes 48 Seconds East for a distance of 113.84 feet; thence South 66 Degrees 37 Minutes 44 Seconds West a distance of 60 feet to the East right-of-way line of Mississippi Highway 18; thence North 27 Degrees 07 Minutes 48 Seconds West along the said East right-of-way line for a distance of 113.84 feet; thence North 66 Degrees 37 Minutes 44 Seconds East a distance of 60 feet, more or less, to the POINT OF BEGINNING, comprising 1.57 acres, more or less.

LESS AND EXCEPT:

A tract of parcel of land containing 1.45 acres, more or less, being situated in the SE 1/4 of the SW 1/4 of Section 18, T5N-R3E, City of Brandon, Rankin County, Mississippi.

Thence commencing at the SE Corner of said Section 18; run thence North for a distance of 755.55 feet; thence West for a distance of 3662.98 feet to a found 1/2 inch iron pin marking the SE Corner of Royal Development, LLC property as recorded in Deed Book 2004, Page 6820 in the office of the Chancery Clerk of Rankin County, Mississippi and said pin marking the POINT OF BEGINNING of the herein described property; thence South 27 Degrees 07 Minutes 48 Seconds East for a distance of 260.59 feet to an iron pin; thence South 66 Degrees 37 Minutes 44 seconds West for a distance of 236.05 feet to an iron pin on the East right-of-way of Christian Drive (proposed Christian Drive extension); thence North 27 Degrees 07 Minutes 48 Seconds West along the Easterly right-of-way of Christian Drive for a distance of 275.00 feet to a found 1/2 inch iron pin marking the SW Corner of the aforementioned Royal Development, LLC property; thence North 70 Degrees 06 Minutes 03 Seconds East along the Southerly line of the aforementioned Royal Development, LLC property for a distance of 237.36 feet to the POINT OF BEGINNING.

Parcel ID: H08 000010 00130

**This property is commonly known as: 2.5 Acres Christian Dr & Hwy 18, Brandon, MS 39042.**

*The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.*

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### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. Warranty Deed or Special Warranty Deed to be executed by the duly authorized representative of The United States of America, acting by and through the United States Marshals Service to A Natural Person or Legal Entity To Be Determined, conveying the property as described in Schedule A of this Commitment. In the event the conveyance of title to the proposed insured is to be made by any entity other than the foregoing named Grantor or is to be made through use of any other deed format other than a Warranty Deed or Special Warranty Deed as herein required or the deed contains an exception for any Code Enforcement Lien(s), Company must be notified and thereupon this Commitment will be revised to require the release of the land described in Schedule A from any cross-attaching Code Enforcement Liens attaching to said land.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
7. Issuance of the final commitment is subject to review and underwriting approval of the federal forfeiture proceedings by the Company. The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.
8. No liability is incurred by this Commitment until the Proposed Insured Owner has been disclosed to this Company, and/or its policy issuing agent herein. Once the Buyer(s) names have been disclosed, this Report can be completed and may be redrafted to deal with the effect of any documents, proceedings, liens, decrees, or other matters, if any, relating to said Buyer(s), which may affect the title to or impose liens or encumbrances on the Insured Land. The Company reserves the right to make additional requirements, or exceptions, should any additional facts or information be disclosed by the compliance with the preceding requirement.
9. When the Company has been provided the amount of the full insurable value of the land, and the Company has agreed to that value, Schedule A will be amended accordingly.

NOTE: An owner's policy, insuring an estate or interest in the subject property herein, will not be issued for less than full value of the subject property.

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10. The amount of insurance of the proposed Policy is limited to \$1,000.00. The total liability of the Company under this commitment shall not exceed that amount, unless and until another amount of insurance of the Policy to be issued is agreed upon and the Company's applicable insurance charges are paid. The Company requires satisfactory evidence of the loan, actual value, or sales price, of the estate or interest to be insured. If the Company approves that amount, it may be entered as the amount of insurance of the proposed Policy to be issued.

11. Proof of payment of any outstanding assessments in favor of Rankin County, Mississippi, any special taxing district and any municipality.

NOTE: If this requirement is not satisfied the following exception will appear on Schedule B: Any outstanding assessments in favor of Rankin County, Mississippi, any special taxing district and any municipality.

12. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing.

NOTE: If this requirement is not met the following exception will appear on Schedule B: Any lien provided for by Mississippi Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

13. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.

14. Furnish Company with an Affidavit satisfactory thereto executed by owner, or its agent, that there are no parties in possession of the land described in Schedule A and that there are no claims to any rights of possession or any lease affecting said land known to exist. Said Affidavit must be based on the actual knowledge of the Affiant after their due investigation and inquiry and not merely to the best of their knowledge and belief. In lieu of such owner's Affidavit, Company will accept a similar affidavit from the buyer proposed to be insured hereunder.

15. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

NOTE: All recording references in this commitment/policy shall refer to the records of the Judge of Probate of Rankin County, Mississippi, unless otherwise noted.

NOTE: Any matters listed as requirements on Schedule B-I above that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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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. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
  2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
  3. Rights or claims of parties in possession not shown by the public records.
  4. Easements, or claims of easements not shown by the public records.
  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 and assessments for the year 2019 and subsequent years, not yet due and payable.
  8. Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
  9. Subject to Restriction Covenant, Right of Way, Easements Public Utilities and Roads as set forth in Deed Book 2005 Page 12336.
  10. The rights of tenants in possession under bona fide lease(s) not shown by the public records.
- NOTE: Upon receipt of a satisfactory affidavit confirming the identity of unrecorded leases and parties in possession this exception can be further limited. (for the lender only)
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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12. This policy excludes all loss or damage, including attorney's fees and costs, arising or resulting from unpaid municipality charges, including but not limited to those for gas, water or sewer, and for liens resulting from violations or alleged violations of statutes, ordinances, codes and/or regulations including, but not limited to, charges for summary abatement, rubbish removal, grass cutting, tree removal and board-up. The proposed insured is cautioned to obtain the current status of these charges, if any.

NOTE: All recording references in this commitment/policy shall refer to the records of the Judge of Probate of Rankin County, Mississippi, unless otherwise noted.

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## CHAIN OF TITLE

Deed Type: Amended Final Order of Forfeiture  
Grantors: Henry T. Wingate, United States District Judge  
Grantees: United States of America  
Dated: December 21, 2017  
Recorded Date: June 22, 2018  
Book: 2018  
Page: 12858

Deed Type: Warranty Deed  
Grantors: Thompson, L.P. and Boyce Enterprises, L.P.  
Grantees: McCrory Properties, LLC  
Dated: June 16, 2005  
Recorded Date: June 16, 2005  
Book: 2005  
Page: 12336

For your convenience please find attached the current Vesting Deed:

[Amended Final Order of Forfeiture](#)

**According to Public Record no other transfers of title have occurred in the past 24 months.**

## TAX INFORMATION

Tax Year: 2018  
Tax Type: County  
Tax ID #: H08 000010 00130  
Taxing Entity: Rankin County Tax Collector, MS  
Total Annual Tax: \$0.00  
Frequency: Annual

First Installment: \$0.00  
First Installment Status: Paid

For your convenience please find attached the current Tax Information:

[Exempt](#)

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AMERICAN  
LAND TITLE  
ASSOCIATION





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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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**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:
  - (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**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**27C165B**

**ALTA Commitment for Title Insurance 8-1-16**

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**601 Riverside Avenue, Bldg 5  
Jacksonville, FL 32204**

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.

**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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