

STANDARD ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

Retention

1. The parties agree to retain the services of Christopher J. Webb (Arbitrator) of the Law & Alternative Dispute Resolution Offices of Christopher J. Webb, J. D., PLC (Firm) to arbitrate in accordance with this Standard Alternative Dispute Resolution Agreement (ADR Agreement). Christopher J. Webb on behalf of the Firm is an attorney licensed to practice in the State of Michigan and shall act as the arbitrator in this matter in accordance with CPR-Georgetown Commission on Ethics and Standards in ADR Model Rule for the Lawyer as Third-Party Neutral and the Code of Ethics for Arbitrators in Commercial Disputes as adopted by the CPR Institute except to whatever extent it may conflict with CRP arbitration rules or this ADR Agreement (Arbitration Standards). The parties further agree as follows:
 - a. No evidence of any communications or work product of the Arbitrator (other than any award rendered in this matter) is admissible, subject to discovery or subject to disclosure in any matter, administrative forum, civil action or other proceeding by any party unless specifically agreed in writing by the Arbitrator.
 - b. Although the Arbitrator is an attorney licensed to practice law in the State of Michigan, the parties acknowledge and agree that the Arbitrator shall not at any time during this arbitration provide legal advice to the parties, that there is no attorney-client relationship between the Arbitrator and any of the parties and that any communications made by any party to the Arbitrator are not protected by the attorney-client or work product privilege.
 - c. The parties agree that any court filings or other steps required with any court of law or other legal or administrative proceeding arising out of this arbitration shall be the sole responsibility of the parties.

Disclosure and Role of the Arbitrator

2. The parties acknowledge that the Arbitrator has fully disclosed any past or present relationships with the parties, their counsel or others, direct or indirect, whether professional, business, financial, social, or of any other kind and are satisfied with the selection of the Arbitrator for this matter and hereby approve the selection of the Arbitrator on behalf of the Firm for this matter subject to the continuing duty on the part of the Arbitrator to disclose any such relationship that might be discovered during the course of this arbitration requiring disclosure under the Arbitration Standards set forth above. The parties agree not to call or subpoena the Arbitrator to testify at any court proceeding nor to produce any document obtained or prepared in this arbitration (other than any award rendered in this matter) without the prior consent of the Arbitrator. If a party issues a subpoena regarding the Arbitrator or such documents, the party shall pay the Arbitrator its then currently hourly rate and reasonable expenses (including any attorneys' fees or related expenses) with respect to the subpoena.

Fees & Expenses

3. The parties agree to pay the fees incurred by the Arbitrator at the rate of \$325.00 per hour. Such fees shall apply to services rendered by the Arbitrator in this arbitration including without limitation any preparation, review, study, and/or attendance time. Time for the Arbitrator shall be charged in minimum increments of .10 hours. In the event a party or the parties cancel any scheduled hearing with the Arbitrator without 24 hour notice in advance, the party or parties responsible will be charged the cost of two (2) billable hours at the Arbitrator's agreed upon rate. No hourly fee shall be charged for any travel time of the Arbitrator. The parties agree to reimburse the Arbitrator for any and all out of pocket expenses for arbitration facilities, services and expenses (including reasonable travel and accommodations) utilized during the course of the matter as may be authorized in advance by agreement of the parties, which expenses shall be itemized on the Arbitrator's statement of services. Such statements shall be rendered monthly and due and payable within thirty (30) days from the date of the statement. All parties shall be jointly and severally responsible for the fees and expenses set forth herein unless otherwise agreed in writing by the Arbitrator. If, for any reason, any statement of the Arbitrator is not paid in full within fifteen (15) days from the date of the statement, the Arbitrator on behalf of the Firm reserves the right to refuse unilaterally to render any further services for the parties. The parties agree that in addition to the amount of any unpaid statement, the parties shall be liable for any reasonable attorneys' fees and related expenses incurred in collecting any unpaid fees and/or expenses of the Arbitrator.

Choice of Law, Forum & Entire Agreement

4. The validity, construction and interpretation of the ADR Agreement shall be determined by application of the laws of the State of Michigan except its choice of law provisions. If not otherwise settled amicably, the parties agree to submit any controversy or claim arising under this ADR Agreement to the jurisdiction of the Oakland County Sixth Circuit Court of the State of Michigan. This ADR Agreement constitutes the entire agreement between the parties and the Arbitrator. Each party has carefully read and considered every provision of the ADR Agreement and agrees to each provision of the ADR Agreement without reservation.