

STANDARD ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

Mediation Retention & Guidelines

1. The parties agree to retain the services of the Law & Alternative Dispute Resolution Offices of Christopher J. Webb, J. D., PLC (Firm) to mediate in accordance with this Standard Alternative Dispute Resolution Agreement (ADR Agreement). For this purpose the Firm utilizes a facilitative mediation approach as promulgated by the Michigan Supreme Court, State Court Administrative Office and its Standards of Conduct for Mediators (SCAO Standards). Christopher J. Webb on behalf of the Firm is an attorney licensed to practice in the State of Michigan and shall act as the mediator (Mediator). As a part of this retention, the Mediator may communicate with one party without the presence of the other and any communication received in such individual session may not be disclosed to the non-present party without the disclosing party's consent. The parties further agree as follows:
 - a. No evidence of any communications or work papers made by the parties or the Mediator is admissible, subject to discovery or subject to disclosure in any arbitration, administrative forum, civil action or other proceeding by any party unless specifically agreed in writing by the parties and the Mediator.
 - b. Neither the parties nor the Mediator shall have any obligation of confidentiality with respect to any communications relating to any criminal violation of the law or any intention of any party to commit a criminal act.
 - c. Although the Mediator is an attorney licensed to practice law in the State of Michigan, the parties acknowledge and agree that there is no attorney-client relationship between the Mediator and any of the parties and that any communications made by any party to the Mediator are not protected by the attorney-client or work product privilege.
 - d. The provisions set forth above are subject to the applicable SCAO Standards including without limitation the enumerated exceptions to its confidentiality provisions.

Nature of the Mediation Process

2. The Mediator will attempt to resolve any outstanding dispute(s) as long as the parties make a good faith effort to reach an agreement and continue to express a willingness and ability to participate in the Mediation. The Mediator may withdraw and the Mediation shall end if the Mediator, in its sole professional judgment, concludes that an agreement is not possible or that continuation of the Mediation would not be productive. The Mediator makes no representations regarding the possibility or the nature of any agreement or other result(s) of the Mediation. The parties should consult with their respective independent counsel of choice during the Mediation and prior to the execution of any agreement arising out of the Mediation. This is a voluntary process and may be suspended or terminated without cause by any party at any time. No reason shall be required by the terminating party. A decision to suspend or terminate any engagement shall be made orally or in writing and the process shall not resume unless expressly agreed to by the parties and the Mediator in writing. 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 the Mediation shall be the responsibility of the parties.

Role of the Mediator

3. The parties acknowledge that the Mediator has fully disclosed any past or present relationships with the parties or their counsel, direct or indirect, whether financial, social, or of any other kind and are satisfied with the selection of the Mediator for this Mediation and hereby approve the selection of the Mediator on behalf of the Firm for this Mediation. The parties further agree that any disclosure by the Mediator does not affect the Mediator's neutrality in this Mediation. The parties acknowledge that the Mediator does not represent the interests of any party and is not acting in the capacity of an attorney for any party. The Mediator shall not at any time during the Mediation provide legal advice to the parties. The parties agree not to call or subpoena the Mediator to testify at any court proceeding nor to produce any document obtained or prepared during the Mediation without the prior consent of the parties and the Mediator. If a party issues a subpoena regarding the Mediator or such documents, the party shall pay the Mediator its then currently hourly rate and reasonable expenses including any attorneys' fees or administrative costs with respect to the subpoena. Electronic mediation case management, if required, is preferred.

Fees & Expenses

4. The parties agree to pay the applicable hourly fees of the Mediator at the rate of \$325.00 per hour. Such fees shall apply to services rendered by the Mediator including without limitation any preparation, review, study, and/or attendance time. Time for the Mediator shall be charged in minimum increments of .10 hours. In the event a party or the parties make an appointment with the Mediator and cancel without 24 hour notice in advance, the party or parties will be charged the cost of two (2) billable hours at the Mediator's agreed upon rate. The parties agree to reimburse the Mediator for any and all out of pocket expenses for mediation facilities or services utilized during the course of the Mediation as may be authorized in advance by agreement of the parties, which expenses shall be itemized on the Mediator's statement of services rendered on a monthly basis. All parties to the Mediation shall be jointly and severally responsible for the fees and expenses set forth herein unless otherwise agreed in writing by the parties and the Mediator. If, for any reason, any statement of the Mediator is not paid in full within fifteen (15) days from the date of the statement, the Mediator 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 costs of collecting any unpaid fees and expenses of the Mediator.

Choice of Law, Forum & Entire Agreement

5. 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 appropriate court of the State of Michigan. This ADR Agreement constitutes the entire agreement between the parties and the Mediator. Each party has carefully read and considered every provision of the ADR Agreement and agrees to each provision of the ADR Agreement without reservation.