

Dispute Resolution.

Any controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Contract (and any closing document executed in connection herewith), including any claim based on contract, tort or statute, shall be resolved at the written request of any party to this Contract by binding arbitration. The arbitration shall be administered in accordance with the then current Commercial Arbitration Rules of Lextar Arbitration Services. Any matter to be settled by arbitration shall be submitted to Lextar Arbitration Services in the state/province in which the Property is located or the claimant is located in the case of any other disputes not involving a real estate property.

The parties agree that the arbitral tribunal shall consist of one three arbitrator(s). If both parties are unable to jointly appoint the sole arbitrator within 30 days after the claimant's written request for arbitration is accepted, or within 5 days in the case of an expedited proceeding as requested by either party, then Lextar Arbitration Services shall make the appointment on their behalf, and both parties shall accept the appointment as made by themselves. In case both parties agree that the arbitral tribunal shall consist of 3 arbitrators, each of the parties shall appoint its own arbitrator while the third shall be appointed by Lextar Arbitration Services to serve as the presiding arbitrator.

The arbitration decision shall be final and binding, and enforceable in any court of competent jurisdiction. The arbitrator shall award arbitration-related fees and costs to the prevailing party and charge the cost of arbitration to the party which is not the prevailing party.

Notwithstanding anything herein to the contrary, this dispute resolution clause shall not prevent any party to the dispute from seeking and obtaining equitable relief on a temporary or permanent basis, including, without limitation, a temporary restraining order, a preliminary or permanent injunction or similar equitable relief, from a court of competent jurisdiction located in the state in which the Property is located the claimant is located in the case of any other disputes not involving a real estate property (to which all parties hereto consent to venue and jurisdiction) by instituting a legal action or other court proceeding in order to protect or enforce the rights of such party under this Contract or to prevent irreparable harm and injury. The court's jurisdiction over any such equitable matter, however, shall be expressly limited only to the temporary, preliminary, or

permanent equitable relief sought; all other claims initiated under this Contract between the parties hereto shall be determined through final and binding arbitration in accordance with this Section.