

ARBITRATION PROVISION

Any controversy or dispute between any of the parties to this agreement arising out of any of the terms, provisions, or conditions of this agreement shall be submitted to arbitration in Los Angeles, California, or another location agreed to by the parties. The arbitration shall be heard before a retired judge or an attorney. The arbitration shall be conducted through ADR Services, Inc. (“ADR Services”). If the parties cannot agree to an arbitrator, ADR Services shall be empowered to make the selection. The arbitration shall be held before a single arbitrator and shall be binding with no right of appeal.

The arbitration shall be conducted pursuant to the ADR Services Standard Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services and serving the demand on the opposing party. The responding party may file a response and/or a counter-claim within fifteen (15) days. If no response is filed, all the allegations of the demand shall be deemed denied.

The parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) days of the date the demand for arbitration is filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator. The costs of the arbitration, including the arbitrator’s fees, shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

**BY PLACING THEIR INITIALS HERE, THE PARTIES TO THIS AGREEMENT
ACKNOWLEDGE THEY HAVE READ THE FOREGOING ARBITRATION
PROVISION AND AGREE TO BE BOUND THEREBY.**
