

ADR EXHIBIT

1. Scope and Definitions. The Members will resolve any controversy or claim arising out of or relating to this Agreement by alternative dispute resolution (“ADR”) in accordance with the provisions that follow. If any Member shall commence an ADR proceeding, all defenses to the controversy or claim which is the subject of such ADR proceeding shall be raised and resolved in such ADR proceeding.

2. Mediation. Any Member may give the other Member(s) notice that a controversy or claim exists under the Agreement. Such notice shall specify, in reasonable detail, the matter in dispute. If the matter has not been resolved within 10 business days of the originating Member’s notice, any Member, upon prior notice to the other, may initiate mediation in Boston, Massachusetts of the controversy or claim by notice to the other.

2.1 Selection of Mediator. The Members shall seek to identify, within ten business days after initiation of mediation, a mutually acceptable mediator who shall mediate the dispute in accordance with the now current AAA Commercial Mediation Rules (the "Mediation Rules"), except that the mediator selected pursuant to this Section shall act as the administrator of the mediation and shall have all of the powers and duties conferred on the AAA pursuant to said Rules. Any conflicts between the Mediation Rules and this Section shall be resolved in favor of this Section. If the Members are unable or fail timely to agree upon a mediator, upon request of any Member, the dispute shall be submitted for mediation to JAMS/ENDISPUTE, Inc. or any successor entity. If neither JAMS/ENDISPUTE, Inc. nor any successor entity exists at the time of the dispute, the dispute shall be submitted for mediation to the AAA or any successor entity. If neither the AAA nor any successor entity exists at the time of the dispute, the dispute shall be submitted for mediation to such person as may be designated by the then President of the Massachusetts Bar Association.

2.2 Mediation Proceedings. Attendance at the mediation shall be limited to the Members and one attorney for each Member, except as otherwise mutually agreed upon by the Members. All information exchanged or presented to the mediator in these proceedings, whether in oral, written or other form, and the results of the proceedings, shall be confidential and except as required by law shall not be disclosed to any person or entity, including but not limited to any arbitrator in a subsequent proceeding, without prior written permission from both Members. A Member offering evidence or information in mediation shall not be precluded thereby from offering that evidence or information in any other proceeding.

3. Arbitration. If the matter has not been resolved pursuant to the mediation procedure within 30 days of the selection of the mediator, or if any Member does not participate in mediation, any Member may initiate, by written notice delivered to the other Member(s), binding arbitration in accordance with the now current JAMS/ENDISPUTE, Inc. Comprehensive Arbitration Rules and Procedures (the "Arbitration Rules"). The arbitrator shall have the power to determine the arbitrability of the dispute if it is in dispute. The arbitration shall not be conducted as part of a class action. Any conflicts between the Arbitration Rules and this Section shall be resolved in favor of this Section. The arbitrator will set a schedule for proceedings in accordance with the time periods set forth in this Section 3 which schedule will supersede the time schedule set forth in the Arbitration Rules.

3.1 Selection of Arbitrator. Within ten days after the initiation of arbitration, the Members shall seek to identify one mutually acceptable impartial third party to

serve as sole arbitrator. Any such arbitrator shall (1) be a partner (or comparable officer) in a law firm in Boston, Massachusetts having more than 75 lawyers, (2) have been active for more than 20 years in the practice of corporate law, (3) be active, on substantially a full time basis, in such practice at the time the dispute is noticed and (4) agree in writing to adhere to the time periods specified in this Exhibit for proceedings and decision. If the Members are unable or fail to agree upon the arbitrator within ten days, the arbitrator shall be selected by JAMS/ENDISPUTE, Inc., or any successor entity. If neither JAMS/ENDISPUTE, Inc. nor any successor entity exists at the time of the dispute, the arbitrator shall be selected by the AAA or any successor entity. If neither the AAA nor any successor entity exists at the time of the dispute, the arbitrator shall be selected by the then President of the Massachusetts Bar Association.

3.2 Arbitration Proceedings. The arbitration shall take place in Boston, Massachusetts, and shall be governed by, and conducted in accordance with, the Federal Arbitration Act, 9 U.S.C. §1 et seq. Such act shall also govern any appeal rights of the Members following such arbitration. No arbitration conducted pursuant to this Section shall be consolidated with any other proceeding. Attendance at the arbitration proceedings shall be limited to the Members and their counsel and any witnesses. The arbitration hearing shall last no more than two days and shall conclude within 30 days after the selection of the arbitrator, provided however that, upon a showing of good cause by any Member, the arbitrator may extend the hearing to a total of no more than five days, and provided further that, if the arbitrator increases the number of hearing days beyond two days, the time for conclusion of the hearing shall be extended by five days for each additional day of hearing, up to a maximum of 45 days from the selection of the arbitrator to the conclusion of the hearing. Absent agreement by the Members as to the manner in which the time shall be used at the hearing, the arbitrator shall allocate the time at the outset of the arbitration hearing.

All information exchanged or presented to the arbitrator in the proceedings, whether in oral, written or other form, and the results of the proceedings, shall be confidential and except as required by law shall not be disclosed to any person or entity without prior written permission from both Members to these proceedings. Any Member may, without first obtaining the other Member's consent, file dispositive motions to resolve the dispute prior to a factual hearing, including but not limited to motions to dismiss, motions to strike, motions for judgment on the pleadings, and motions for summary judgment. Such motions shall be filed and decided in accordance with JAMS/ENDISPUTE, Inc. Comprehensive Arbitration Rule C-15.3. A Member offering evidence or information in this arbitration shall not be precluded thereby from offering that evidence or information in any other proceeding.

3.3 Arbitrator's Award. The arbitrator shall issue a written decision, stating the reasons for the decision, within 21 days of the termination of the arbitration proceedings. Any such award shall be final, binding and conclusive, and shall have the same force and effect as a judgment made in a court of competent jurisdiction, and any Member shall have the right to apply to a court of competent jurisdiction for a decree, judgment or order upon such award. The arbitrator shall not be empowered to modify any rights or obligations of a Member under this Agreement.

3.4 Costs. For any dispute resolved by arbitration under this ADR Exhibit, the arbitrator shall award attorneys' fees and costs, and costs associated with the mediation and arbitration proceeding, to the Member determined by the arbitrator to be the prevailing Member. Pending such award of attorneys' fees and costs and of mediation and arbitration costs, all costs incurred for the services of any mediator or arbitrator shall be borne equally by the Members. If

an arbitral award is issued and the non-prevailing Member does not comply with its terms within 30 days after the decision of the arbitrator or if the non-prevailing Member in the arbitration unsuccessfully challenges the award in court, the prevailing Member also shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with the enforcement and/or challenge of the award.

3.5 Interim Relief. In any dispute covered by this ADR Exhibit, either Member may, notwithstanding the other provisions of this Article, request at any time pending a final decision under this ADR Exhibit, a temporary restraining order, preliminary injunction or other interim relief from any court of competent jurisdiction without thereby waiving its other rights under this ADR Exhibit.

3.6 Indemnification. Except as otherwise provided in this Agreement, the Members shall rely solely on the procedures set forth in this Article to resolve any dispute subject to this Article. If either Member files an action in court, or proceeds with litigation that has already been filed, in violation of this Agreement, that Member shall indemnify the other Member for its costs and attorneys' fees incurred as a result of such violation.