

**AGREEMENT FOR SUBMISSION
OF DISPUTE TO MEDIATION**

The parties hereto agree that any and all disputes, claims or controversies arising out of or relating to:

_____ shall be submitted to GAMS, or its successor, for mediation. Either party may commence mediation by providing to GAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties covenant to cooperate with GAMS and with one another in selecting a mediator from GAMS' panel of neutrals, and in scheduling all mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All parties agree they will timely pay all costs, fees and or deposits as requested by GAMS. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any GAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Notwithstanding anything to the contrary, no Party or GAMS employee may make any disclosure to any other person or any public announcement or press release regarding the Mediation or any information obtained through the mediation without the prior express written permission of the holder of said Confidential Information or GAMS.

The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys fees, to be paid by the party against whom enforcement is ordered.

We have read and understand the foregoing and agree to submission of all disputes, claims or controversies arising out of or relating to this Agreement to mediation in accordance with this agreement.

DATE: _____, 2003

Signature

Name (Please Print)

Signature

Name (Please Print)

Signature

Name (Please Print)