

ARBITRATION AGREEMENT

In consideration of the lender named below (hereinafter referred to as "lender") making a loan or otherwise extending credit to and/or guaranteed by the undersigned, (hereinafter referred to as "the transaction") it is agreed between lender and the undersigned borrowers and all guarantors that any claim, dispute or controversy between undersigned (or any of their executors, administrators, trustees, or trustees in bankruptcy), and lender (or the employees, agents or assigns of lender) arising from or relating to the loan or any prior extension of credit extension by lender to any of the undersigned, insurance written in connection herewith, the administration and collection of the debt arising out of the transaction, and the relationships which result from this agreement, whether arising in law, equity or any Federal or State disclosure law or other statutes, and whether arising in tort, contract breach of duty (including but not limited to) any alleged fiduciary, good faith, and fair dealing duties), including but not limited to the applicability of this arbitration agreement, and the validity of the entire agreement shall be resolved by binding arbitration before one arbitrator in accordance with the Federal Arbitration Act, the expedited procedures of the commercial arbitration rules of the American Arbitration Association, and this agreement. The arbitrator shall not conduct any class-wide, class-action, nor consolidated arbitrations, and shall be restricted to resolving the individual dispute(s) between the parties.

The party requesting arbitration shall at that time pay the arbitrator \$125.00. Lender shall pay arbitrator all other arbitration fees and expenses costs for up to one day (eight hours) of proceedings. Any other such costs shall be paid by the non-prevailing party. In the event either party should resist arbitrating any claim covered hereby shall be liable for the expenses of the other party, including reasonable attorneys fees in resisting any court actions or in compelling arbitration, and all issues relating thereto shall be a part of the arbitration.

Any hearings shall be held in the county in which the office of lender which handled the transaction is located. If applicable law permits the award of punitive damages and the arbitrator authorizes such an award, the parties agree that such award to any party shall not exceed five times the amount of compensatory damages awarded. In the event of arbitration, any other claim or counterclaim any of the parties may have against the other shall be asserted therein or are forever waived and barred. Judgement upon the Arbitrator's award may be entered in any court having jurisdiction.

The parties agree that Lender is engaged in interstate commerce, and title transaction is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

Nothing in this agreement shall be construed to prevent either party's use of bankruptcy; or of repossession, replevin, non-judicial or judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for debts now owing or owing under the transaction; nor in the event of a default from instituting a collection suit, and so doing shall not be deemed a waiver of the provisions hereof. In the event either party files a suit of any kind in any court against the other, or if a counter or cross-claim is filed therein, the defendant or counter-defendant can have the suit stayed and the other party required to arbitrate under this agreement.

If any part of this Arbitration Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

THE PARTIES UNDERSTAND THAT BY SIGNING THIS ARBITRATION AGREEMENT, THEY ARE LIMITING ANY RIGHT TO PUNITIVE DAMAGES AND GIVING UP THE RIGHT TO A TRIAL IN COURT, BOTH WITH AND WITHOUT A JURY.