

Pre-Litigation Mediation / Standstill and Tolling Agreement

This Standstill and Tolling Agreement (“Agreement”), entered into by the Parties identified herein, and effective as of the date below.

A. The Parties are involved in a Commercial Transaction which has not proceeded as anticipated such that a controversy has arisen that could soon lead to litigation between the Parties (the Claim or Claims).

B. In lieu of commencing litigation, the Parties have agreed to pursue Pre-Litigation Mediation to resolve the matter, with Jerome F. Rock acting as the Neutral. During the Tolling Period, as defined in paragraph 1 below, the Parties wish to preserve their various legal rights without any waiver or loss thereof.

1 Tolling. The Parties agree that any statute of limitations, statute of repose, contractual time bars, or other time-related defense based on federal, state or other law, or the common law, whether at law, equity, or otherwise (including, but not limited to defenses based on the doctrines of waiver, laches, acquiescence, or estoppel) that may be applicable to any Claim or Claims, legal or equitable, that each Party may have against the other arising out of the Commercial Transaction will be tolled and will not run at any time during the period beginning on the Effective Date and ending on the Tolling End Date defined in paragraph 2 (the “Tolling Period”). The Tolling Period shall be added to the time limit for bringing any action for the Claim or Claims, pursuant to any federal, state or other law, or the common law, whether at law, equity, or otherwise, that is applicable or may be applicable to the Claims.

2 Term. The Term of this Agreement will commence for an indefinite period beginning on the Effective Date (which is defined as the earliest of the dates signed by any Party). This Agreement shall be terminable at the election of either Party, provided that it cannot be terminated until after the Parties have completed the Pre-Litigation Mediation. Termination of this Agreement shall be effective once the Party who chooses to terminate provides Notice of Intent to Terminate the Agreement to the other Party, with copy to the Neutral (in writing, or by e-mail at the addresses provided herein). Termination of this Agreement will be effective on the date that Notice is received by the non-terminating party (the Tolling End Date”).

3 No Admission. This Agreement will not operate as an admission of liability by any party, nor constitute an admission or acknowledgement of any statute of limitations, statute of repose, or other legal, equitable or contractual timeliness bar relating to any Claim or Claims that either Party may have against the other.

4 Representations and Warranties. Each Party represents, warrants and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on

behalf of each Party are duly authorized to execute this Agreement on behalf of their respective Parties, and that each Party is entitled to rely on this representation.



Entire Agreement. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in the Agreement, supersedes and merges any prior oral or written agreements and understandings with respect to the subject matter of this Agreement, and inures to the benefit and be binding upon the Parties to his Agreement, as well as the Parties' respective agents, representatives, assigns, transferees, parents, and subsidiaries.



Notices. All notices, required under this Agreement will be deemed to have been given when received by the party at the address, or the e-mail provided below. Either Party may change the address or e-mail for Notice by giving written or e-mail Notice in the manner described above.



Amendment. This Agreement may be modified, amended, or supplemented only by a written instrument signed by the Parties.



Counterparts. This Agreement may be signed in one or more counterparts and will be considered signed by all Parties even if signatures are contained on different copies of this Agreement.



Governing Law. This Agreement is governed by and must be construed Under the laws of the State of Michigan.

Neutral Jerome F. Rock (P27317) JRock@JeromeRockLaw.com _____ Date:

In the Pre-Litigation Matter:

<i>Attorney</i> _____ <i>E-Mail:</i> <i>Party:</i> _____ <i>E-Mail:</i> <i>Date:</i>
--

<i>Attorney</i> _____ <i>E-Mail:</i> <i>Party:</i> _____ <i>E-Mail:</i> <i>Date:</i>
--