

shall have the authority to settle or compromise the Claim conclusively. The senior executives shall meet at a mutually agreeable time and place within ten (10) days of the date of their appointment and thereafter as often as they deem reasonably necessary to exchange relevant information and to attempt to resolve the Claim.

17.9 If the Claim has not been resolved within ten (10) days of the date the senior executives first meet, then either party may request non-binding mediation of the Claim by providing the other party with Notice of the desire to mediate the dispute. Notice shall be given within ten (10) days of the date of the last meeting of the senior executives or the date last stated above, whichever shall last occur. Once such a mediation notice is issued by one or other of the parties, the mediation procedure shall be mandatory unless the parties agree in writing to waive mediation. A single mediator selected by the senior executives shall be appointed. In the event they are unable to agree upon an acceptable mediator within ten (10) days of the date the Notice of desire to mediate is received, either party may petition the American Arbitration Association (AAA) for the appointment of a mediator, and the mediation, including the selection of the mediator, shall proceed pursuant to the AAA's Construction Industry Mediation Rules. Such mediation shall take place in Lowndes County, Georgia.

17.10 Confidential information disclosed to a mediator by the parties or by witnesses in the course of any mediation shall not be divulged by the mediator except to the parties. All records, reports or other documents received by a mediator while serving in such capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding any information disclosed in the proceeding, including: (i) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (ii) admissions made by another party in the course of the mediation proceedings; (iii) proposals made or views expressed by the Mediator; and (iv) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the Mediator.

17.11 The expense of witnesses for any party to a mediation shall be paid by the party producing such witnesses. All expenses of the mediator, including traveling, fees and other expenses of the mediator, or the cost of any proofs, witnesses or experts produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

17.12 Construction Manager and Owner shall proceed diligently with the performance of their obligations under this Agreement, pending final resolution of any Claim, dispute, litigation or appeal arising under this Agreement.

17.13 Nothing in this Article 17 shall preclude either party from seeking legal or equitable remedies, including preliminary injunctive relief or other preliminary equitable relief, if in its judgment such action is necessary to protect its rights hereunder.

ARTICLE 18

RESERVED

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Construction Manager shall not assign its interest, or any part thereof, in this Agreement without the prior written consent of Owner, which consent shall not unreasonably be withheld.