

consider the Parties' desire for an expeditious resolution, the arbitrator may order as many days of hearing as he or she deems necessary.

I The arbitrator shall enter an award within fifteen (15) days following the hearing provided for in subparagraph (H) hereof. The award shall include a determination as to which party is the "prevailing party" for the purposes of subsection (K) hereof

J Nothing in subsections (D) through (I) hereof shall preclude any party from making an application to the

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arbitrator, for good cause, to expedite the proceedings, nor restrict the arbitrator from granting such an application

K. In addition to such other relief as the arbitrator may award, the arbitrator shall be vested with jurisdiction to and may award to the prevailing party its reasonable attorneys' fees and expenses, and all other costs associated with the arbitration

18. Survival of Representations All representations and warranties set forth in this Agreement shall survive the execution of this Agreement and shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any party

19 Choice of Law. The validity, construction and enforceability of this Agreement and any dispute arising therefrom shall be governed by Delaware law applicable to agreements made and to be performed in Delaware by its citizens. The Parties agree that California Civil Code Section 1542 has no applicability to this Agreement

20. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective subsidiaries, successors and assigns, and nothing herein is intended or shall be deemed to confer any rights or remedies, whether express or implied, under or by reason of this Agreement, on any other person, whether as a third party beneficiary or otherwise, nor is anything in this Agreement intended to relieve

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or discharge the obligation or liability of any third party to any party to this Agreement

21 Modification and Waiver. This Agreement may not be modified by any of the Parties by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by each of the Parties affected. No waiver of any right pursuant to this Agreement or of any breach thereof shall be effective unless in writing and signed by the party waiving such right or breach. No waiver of any right or of any breach shall constitute a waiver of any other or similar right or breach, and no failure to enforce any right under this Agreement shall preclude or affect the later enforcement of such right

22 Cooperation and Further Documents. The Parties shall cooperate fully, and execute and deliver all documents and perform all further acts that may reasonably be necessary, to effectuate the provisions of