Attachment "C"

Mediation. In the event any controversy arising under this Agreement is not resolved by informal negotiations among the Parties involved therein (the **"Disputants"**) within thirty (30) days after a controversy arises (or any mutually agreed extension of time), the controversy shall be referred to the voluntary settlement procedure known as mediation which process shall be governed by the Texas Civil Practice & Remedies Code, Section 154.002, et seq. The Disputants shall attempt to select a mutually acceptable mediator, who shall be a lawyer who has requisite training and accreditation as a mediator to determine the dispute between the parties. Failing identification of a mutually acceptable mediator by the Disputants, they shall request the Presiding Judge of the State District Court of Hidalgo County, Texas, to appoint a mediator or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Hidalgo County, Texas. The mediation process shall continue until the controversy is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or any Disputant chooses not to continue further. All costs and expenses of the mediator shall be shared equally by the Disputants

Binding Arbitration. In the event any controversy arising under this Agreement is not resolved by informal negotiations or pursuant to mediation as provided above, the Parties agree that it is their intent that any such dispute not be settled through the judicial system, but rather, the Parties agree to submit any such dispute to binding arbitration. Therefore, each Party agrees as follows:

> SUBJECT TO THE MEDIATION PROVISION ABOVE, ANY CONTROVERSIES, DISPUTES, ISSUES, CLAIMS, AND OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR BREACH THEREOF, EXCLUDING TORT CLAIMS MADE BY THIRD PARTIES, SHALL BE SETTLED AND DETERMINED IN HIGALGO COUNTY, TEXAS, BY BINDING ARBITRATION ADMINISTERED IN ACCORDANCE WITH THE RULES OF THE TEXAS GENERAL ARBITRATION ACT.

Such arbitration shall be done by any party to this Agreement giving written notice of demand for arbitration to the other parties of the issues in dispute immediately upon the failure of mediation. Thereafter, each party to the dispute shall appoint a single arbitrator, and each shall give notice of such appointment to the other within thirty (30) days after the notice of demand. Thereafter, the third arbitrator shall be appointed by the two previously appointed arbitrators, or failing which, by the Presiding Judge of the State District Court of Hidalgo County, Texas, or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Hidalgo County, Texas. The arbitrators shall hold a hearing within a reasonable time from the date of notice of

selection of a neutral arbitrator. The written notice of demand for arbitration must be accompanied by a statement of the issues in dispute. Expenses of the arbitration shall be apportioned equally among each party to the dispute. The arbitration shall take place and be subject to and governed by the provisions of the *Texas General Arbitration Act*. Those persons selected as arbitrators shall have full power to make such findings and to give such orders and directions as they deem expedient in respect to determination of issues and damages in the matter and the differences referred to them. The arbitrators shall determine and make their award concerning the matters in controversy within thirty (30) days from the date the hearings on such matters closes. No party shall unreasonably delay or otherwise prevent or impede the arbitration or the making of an award. The parties further agree that the award made by the arbitrators shall be valid and binding on the parties and they agree to keep, observe and perform each of such awards and to have the same made an order of a District Court of Hidalgo County, Texas and entry of judgment may be made on such award.