

ARTICLE XIV - ARBITRATION

Section 14.1 Request For Arbitration.

(a) Any party to this Lease Agreement may request binding arbitration in accordance with this Article XIV to resolve any dispute under this Lease Agreement or the other Transaction Documents. The party requesting arbitration shall do so by giving notice ("Arbitration Notice") to that effect to the other party, specifying in the Arbitration Notice a summary of the disputed provision.

(b) Within thirty (30) days of the delivery of the Arbitration Notice, the parties to this Lease Agreement shall submit the dispute (either by one party filing a "Demand for Arbitration", or all parties together filing a "Submission Agreement"), to an arbitrator (the "Arbitrator"), which Arbitrator will be mutually chosen by and agreeable to the parties to this Lease Agreement. Such Arbitrator shall be approved by the American Arbitration Association (being admitted to the American Arbitration Association National Roster of Arbitrators), shall have industry experience and shall be a disinterested person having at least ten (10) years' experience as an arbitrator in the State.

(c) The Arbitrator shall conduct such hearings and investigations as he or she may deem appropriate and, within thirty (30) days of the end of the last hearing, render an independent decision of the matter in dispute, which decision shall be conclusive and binding upon the parties. Such decision shall be in writing and counterpart copies thereof shall be delivered to each of the parties and the Lender. In rendering such decision and award, the Arbitrator shall not add to, subtract from, or otherwise modify the provisions of this Lease Agreement. Judgment upon any award may be entered in any court having jurisdiction thereof.

Section 14.2 Required Notice. Any party delivering an Arbitration Notice under this Article XIV shall simultaneously deliver a duplicate of the Arbitration Notice to any Lender.

Section 14.3 Venue. The arbitration shall be conducted, to the extent consistent with this Article XIV, in the County of Suffolk in accordance with the commercial arbitration rules of the American Arbitration Association (or any successor organization thereto) prevailing as of the date of the Arbitration Notice.

Section 14.4 Application to New York Supreme Court. If for any reason whatsoever the written decision and award of the Arbitrator shall not be rendered within the time periods specified in this Article XIV, then at any time thereafter, either party may apply to the Supreme Court of the State of New York, or to any other court having jurisdiction and exercising the functions similar to those now exercised by such court, by action, proceeding, or otherwise (but not by a new arbitration proceeding) as may be proper to determine the question in dispute consistently with the provisions of this Lease Agreement.

Section 14.5 Fees. The fees and expenses of the Arbitrator and all other American Arbitration Association fees related to the arbitration shall be borne by the parties equally.

Section 14.6 Resolution of Disputes. Notwithstanding anything to the contrary contained in this Lease Agreement, wherever submission to the New York State office of the

American Arbitration Association is designated as the method of resolving disputes arising hereunder, the method for the resolution of such dispute shall be deemed to mean arbitration in accordance with the provisions of this Article XIV.

Section 14.7 Application by the Agency to Courts to Enforce Provisions. Notwithstanding this arbitration provision, the Agency reserves the right in its sole discretion to file in the Supreme Court of the State of New York, or any other Court having jurisdiction, a proceeding to enforce or to protect the Agency's rights to any provision of this Lease Agreement.