

ENGAGEMENT OF JAMES E. HOLMES AS ARBITRATOR

Each party signing this document (and if attorneys are to be involved in the arbitration each attorney signing this document) has agreed to and does hereby retain JAMES E. HOLMES to be the Arbitrator in the dispute between the parties as to all issues in this matter and to submit the following issues to Binding Arbitration: _____.

1. Arbitration is an adversarial process that will result in an Award by the Arbitrator; however, the normal Rules of Evidence will be relaxed and will be interpreted liberally so that each party is given ample opportunity for a full and fair hearing. The purpose of this Binding Arbitration is to obtain an independent review of the evidence and the entry of a "Binding Arbitration Award" as to the issues listed above in the case between

_____ pending in the _____ Court of _____ County, Civil Action No. _____. The Arbitrator, as the neutral, will conduct the arbitration in accordance with Georgia Law and other applicable Rules of Arbitration and Alternative Dispute Resolution, (the specific governing rules to be determined by the Arbitrator). The Arbitrator may request all information he deems relevant to the issue(s) to be resolved by this arbitration and may visit and inspect any premises or other venue where any asset which is the subject of the arbitration is located. Each party and each party's respective Counsel (if Counsel is involved) agree to cooperate fully with this Arbitrator and to participate fully and in good faith with the Arbitrator in all arbitration sessions and to provide documents and information reasonably requested.

2. All that occurs during the Arbitration process shall be confidential. The parties and their attorneys agree NOT to call this Arbitrator or any person he has consulted with or engaged to assist him in the Arbitration process to testify as a witness in any proceeding or to subpoena or otherwise seek discovery of any written materials developed for or in the course of this Arbitration. And, in no event will this Arbitrator volunteer to testify or otherwise to provide evidence or assistance on behalf of any party. Each party voluntarily and knowingly decided to sign this document without consulting with independent counsel.

3. All participants acknowledge and understand that the Arbitrator is not acting in the capacity of an attorney and does not offer any legal, tax, financial or any other advice; specifically, the Arbitrator is acting as the Judge and decisions-maker. All parties have been informed of and have been encouraged to retain independent legal counsel. Additionally, each party has been informed of the right to have and have been encouraged to have counsel and/or an accountant or financial advisor

review any Arbitrator's Award entered. It is also agreed that absent misconduct, fraud, or gross negligence, the Arbitrator shall not be subject to liability to the parties as a result of his services as the Arbitrator. Furthermore, each party agrees to indemnify fully, to reimburse, and to hold this Arbitrator harmless for any and all claims, damages, judgments, costs, expenses (including attorney's and any other professional's fees incurred by or on behalf of the Arbitrator) as a result of any subsequent claim, demand or cause of action arising out of or in any way whatsoever related to this arbitration.

4. The parties agree to compensate the Arbitrator at the current hourly rate of \$300.00 per hour plus any expenses incurred by the Arbitrator. The Arbitrator shall be compensated for all time dedicated to this award including but not limited to any arbitration Session(s) held, for all time spent in the arbitration process including any preparation for any such Session, for all time meeting with one or both parties (individually or together), and for all time reviewing all evidence and preparing the Arbitration Award; also the Arbitrator shall be reimbursed for any and all out-of-pocket expenses incurred by him or his agent in this matter. Each party shall pay an initial retainer of \$_____ to the Arbitrator, this to be submitted with this signed Engagement Agreement; this retainer shall be applied to the Arbitrator's fees and expenses to be paid by each party. The Arbitrator may require the payment of an additional retainer at any time; additionally, and unless otherwise specifically agreed in writing by the parties or ordered by the Arbitrator, each party shall pay one-half (1/2) of the Arbitrator's total fees and expenses, this to be paid prior to the Arbitrator's presenting his Arbitration Award.

This ____ day of _____, 201_.

, Plaintiff*

, Defendant*

, Esq.*

, Esq.*

Ga. State Bar # _____

Ga. State Bar # _____

James E. Holmes, Arbitrator
Ga. State Bar #364044

* Print Name under signature