

Cemetery & Funeral Bureau
 1625 North Market Blvd., Suite S208
 Sacramento, CA 95834
 (916) 574-7870
 Fax (916) 928-7988

Contract No. _____

Morgan Oaks Eternal Preserve
A Natural Burial Site
 421 Fleming Road, Lincoln, California 95648
 Phone (916) 625-3800 Facsimile (916) 435-3556
 License No. COA _____

CEMETERY RETAIL INSTALLMENT PURCHASE AGREEMENT

_____ At Need _____ Pre Need

Pursuant to this Cemetery Retail Installment Purchase Agreement, including any of its Amendments and Addenda (collectively, the "Agreement"), and subject to the terms stated below and all of the Terms and Conditions attached to this Agreement and incorporated herein by this reference and the Cemetery Rules and Regulations, Morgan Oaks Eternal Preserve, LLC, a California limited liability company ("Seller"), agrees to sell, and _____ ("Buyer") agrees to purchase, for the interment of Buyer's remains, or for those of his, her or its assigns, and for no other purpose, the Cemetery Interment Rights, Merchandise and Services in the Morgan Oaks Eternal Preserve ("Cemetery") described below. Buyer and Seller are collectively referred to herein as the "Parties."

1. DESCRIPTION OF BURIAL RIGHTS. Buyer agrees to purchase the following number of burial rights ("Burial Rights") in traditional grave spaces and/or Cremated locations (Write "N/A" or Cross-out on those not purchased) as are shown by the Cemetery map of such garden on file in the office of the Cemetery, and are more particularly described below:

1 st Burial Right	2 nd Burial Right	3 rd Burial Right	4 th Burial Right
Garden _____	Garden _____	Garden _____	Garden _____
Section _____	Section _____	Section _____	Section _____
Lot/Row _____	Lot/Row _____	Lot/Row _____	Lot/Row _____
Space # _____	Space # _____	Space # _____	Space # _____

2. MERCHANDISE:	3. ITEMIZATION OF CHARGES:
A. MEMORIAL INFORMATION: 1. Description: _____ 2. Description: _____ 3. Description: _____ 4. Description: _____ B. BIODEGRADABLE CASKET(S): 1. Model: _____ Description: _____ 2. Model: _____ Description: _____ 3. Model: _____ Description: _____ 4. Model: _____ Description: _____ C. URN(S): 1. Model: _____ Description: _____ 2. Model: _____ Description: _____ 3. Model: _____ Description: _____ 4. Model: _____ Description: _____ D. MONUMENT INFORMATION: Type: _____ Color: _____ Size: _____ x _____ Die: _____ x _____ Base: _____ x _____	(A) Burial Rights (as described in Paragraph 1 above) (Plot Price) \$ _____ (B) Endowment Care \$ _____ (C) Special Care \$ _____ (D) Less Certificate Discount \$ _____ (E) Additional Right of Interment in Burial Right (number of Additional Interments: _____) \$ _____ (F) Memorial(s) (includes installation – foundation, setting & permitting of setting) \$ _____ (G) Casket(s) \$ _____ (H) Urn(s) \$ _____ (I) Monument(s) (includes installation – foundation, setting & permitting of setting) \$ _____ (J) Initial Interment/Inurnment Fee (opening) \$ _____ (K) Final Interment/Inurnment Fee (closing) \$ _____ (L) Additional Interment/Inurnment Fee (opening and closing) \$ _____ (M) Processing and Recording Fee \$ _____ (N) Religious/Observance Services Fee \$ _____ (O) Other \$ _____ (P) Sales Tax \$ _____ 4. TOTAL SALES PRICE (A THROUGH P) \$ _____ ITEMIZATION OF THE AMOUNT FINANCED: (1) Total Contract Price..... \$ _____ (2) A. Down Payment (cash/check/credit card)..... \$ _____ B. Trade In:..... \$ _____ Old Agreement No.:..... C. Total Down Payment (2A+2B)..... \$ _____ (3) Unpaid Balance of Cash Price/Amount Financed (1-2C)..... \$ _____ (4) Finance Charge..... \$ _____ Total Unpaid Balance (3+4)..... \$ _____

5. PAYMENT. The Buyer shall pay the above Total Sales Price to Seller for the above Cemetery Burial Rights, goods and services, and any Total Unpaid Balance in accordance with the following:

TRUTH-IN-LENDING DISCLOSURE STATEMENT				
ANNUAL PERCENTAGE RATE The cost of your credit as an annual rate. _____ %	FINANCE CHARGE (5) The dollar amount credit will cost you. \$ _____	AMOUNT FINANCED (4) The amount of credit provided to you on your behalf. \$ _____	TOTAL OF PAYMENTS (6) The amount you will have paid after you have made ALL payments as scheduled. \$ _____	TOTAL SALE PRICE (7) The Total Cost of your purchase on credit including your down payment. \$ _____
Number of Payments	Amount of	When Payments Are Due		
	\$	Beginning: _____ and monthly thereafter until and including:		
	\$	Due: _____		

SECURITY: You are giving a security interest in the Cemetery burial, goods and merchandise being purchased and in any preneed funds paid under this Agreement held in a Preneed Trust Fund.

PREPAYMENT: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the Finance Charge.

NOTICE: See the remainder of this Agreement (including the Terms and Conditions attached hereto) for additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, and security interests.

Buyer is required to timely pay-in-full the At-Need or remaining balance of the Pre-Need portion of this Agreement before any interment is scheduled and before any Cemetery merchandise is delivered.

Upon full payment as set forth above, a Certificate of Ownership (Sepulcher) for the above Interment Rights being purchased will be issued in the names of the individuals or trusts, and in the types of ownership (individual, common tenancy, joint tenancy or trust), as set forth in the Designation of Interment Rights Ownership.

Buyer agrees that the Interment Rights are purchased for personal or family interment purposes only and not for speculation, and neither Seller, its agents or sales persons, in any way represent or guarantee the feasibility of their resale.

Buyer is purchasing Burial Rights in a green cemetery where the decedent's remains will decompose and come in contact with the soil in which the decedent is buried and/or scattered. The decedent's body or cremated remains are allowed to recycle back to the earth being exposed and subject to the natural decomposition caused by the soil, water, weather and similar environmental factors. Similarly, should the decedent's cremated remains be scattered separately or in a communal scattering garden, they will be irretrievably scattered in the soil, subject to weather and natural environment, and potentially commingled with those of other cremated remains in the common scattering garden. Buyer understands and acknowledges that any subsequent disinterment of the decedent remains is problematic. The Buyer understands, consents to and assumes such inherent risks in purchasing the above Cemetery Burial Rights, goods and merchandise.

NOTICE TO BUYER: DO NOT SIGN this Agreement before you read it or if it contains any blank spaces. You are entitled to a completely filled-in copy of this Agreement. Buyer hereby acknowledges that this Agreement was completed as to all essential provisions before it was signed by Buyer and a copy thereof was delivered to Buyer at the time this Agreement was signed. _____ (Initials)

I/BUYER ACKNOWLEDGE THAT I/BUYER HAVE READ, UNDERSTOOD AND AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT. _____ (Initials)

BUYER ACKNOWLEDGES RECEIVING THE DEPARTMENT OF CONSUMER AFFAIRS' GUIDE ENTITLED "CONSUMER GUIDE TO CEMETERY AND FUNERAL PURCHASES" PRIOR TO DISCUSSING THE TERMS FOR THE PURCHASE OF THE ABOVE CEMETERY BURIAL RIGHTS, GOODS AND SERVICES, AND PRIOR TO SIGNING THIS AGREEMENT. _____ (Initials)

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH (5TH) CALENDAR DAY AFTER THE DATE OF THIS TRANSACTION PROVIDED NO INTERMENT OR SUBSTANTIAL SERVICE OR MERCHANDISE HAS BEEN PROVIDED HEREUNDER. TO CANCEL: DELIVER OR MAIL WRITTEN NOTICE OF YOUR INTENT TO MORGAN OAKS ETERNAL PRESERVE, LLC AT 3301 INDUSTRIAL AVENUE, ROCKLIN, CALIFORNIA 95765.

FOR MORE INFORMATION ON FUNERAL, CEMETERY, AND CREMATION MATTERS CONTACT: DEPARTMENT OF CONSUMER AFFAIRS, CEMETERY AND FUNERAL BUREAU, 1625 NORTH MARKET BLVD., SUITE S-208, SACRAMENTO, CA 95834, PHONE: (916) 574-7870, FAX: (916) 928-7988 or www.cfb.ca.gov.

Time: ___AM ___PM Source_____

Seller (Creditor): MORGAN OAKS ETERNAL PRESERVE, LLC, a California limited liability company

Signed this ___ day of _____, 20___

Buyer (Signature): _____

By (Representative: _____

DOB: _____

Accepted by (Authorized Signature): _____

Co-Buyer (Signature): _____

Date Accepted: _____

DOB: _____

Cash Receipt No. _____

Address: _____

Phone: _____

Email: _____

TERMS AND CONDITIONS

Seller and Buyer, jointly and severally if more than one Buyer, each agree to the following terms and conditions:

1. **Seller's Acceptance.** This Agreement is not valid until accepted by Seller. Once accepted, Seller will furnish all Cemetery Burial Rights, Services and Merchandise provided Buyer performs all of Buyer's obligations set forth in this Agreement. Seller reserves the right to refuse to accept this Agreement at any time within ten (10) days of the date hereof by notifying the Buyer in writing of this refusal.
2. **Buyer's Payment.** Buyer promises to pay Seller the Total Sale Price pursuant to its payment schedule dates. Payments made will first be applied to the Finance Charge, if any; next, to the amount of the Burial rights purchased; then to the Endowment Care Fund; and finally, to Cemetery merchandise and services.
3. **Prepayment.** Buyer may prepay the balance of the Total Sale Price due hereunder in full or in part at any time. Any partial prepayment will be applied to the last payments due and will shorten the payment schedule.
4. **Late Charges.** For each installment payment received by Seller after its due date, the Buyer shall pay to Seller a late charge equal to six percent (6%) of the delinquent amount.
5. **Seller's Security.** Buyer hereby gives Seller a security interest in the Cemetery Burial Rights, Goods and Merchandise purchased until Buyer has paid-in-full the Total Sales Price.
6. **Cemetery's Rules and Regulations.** Buyer agrees that all rights conveyed under this Agreement are conditioned upon and subject to, and Buyer agrees to at all times comply with, Seller's present Cemetery Rules and Regulations as may be hereinafter adopted, amended or altered. A copy of the Seller's Cemetery's Rules and Regulations will be provided to Buyer upon request prior to, at the time of or subsequent to Buyer signing this Agreement, and they can be subsequently reviewed at the Cemetery's office.
7. **Cemetery Maintenance.** Seller's maintenance standards for the Cemetery are set forth in its Rules and Regulations and can be reviewed at the Cemetery's office, and will be provided to Buyer upon request.
8. **Cemetery Service Fee.** Unless otherwise specifically provided herein, a charge for opening and closing the interment space and applicable cemetery document recording (herein referred to as "**Cemetery Service Fee**") is not included in the Total Sales Price. Buyer is required to pay an added charge for this service at the time of need. If the Cemetery Service Fee is specifically provided herein, the price for said service reflects normal work hours and weekday rates. There will be an additional charge if the service is provided on weekends, holidays, and/or after normal work hours, unless the Cemetery Service Fee is specifically provided herein and specifically includes a charge for weekend services.
9. **Buyer's Default.** Upon Buyer's default of any amount required to be paid for a period of thirty (30) days or longer, or upon default or failure by Buyer to comply with any of the provisions hereunder, or the Cemetery Rules and Regulations, or upon receipt of Buyer's written request to cancel this Agreement after five (5) days from it being signed, or in the event of a proceeding in receivership, assignment for benefit of creditors or insolvency instituted by or against Buyer, Seller shall have the right to cancel all or any part of this Agreement as related to any unused and/or unpaid Burial Rights, Services and Cemetery Merchandise, and to retain all monies paid for them by Buyer. No refunds will be made of any monies paid on this Agreement by Buyer.
10. **Interment Space provisions:** No interments shall be made in the burial site until development and improvement of the said garden shall have progressed sufficiently to permit the burial therein and payment in full for the space has been made. If the burial site is not sufficiently developed and improved, transfer shall be made to a site of similar size in a developed section of the Cemetery. In the event the above-described plot has been sold or previously selected, Buyer agrees to select another plot in the same block or garden of equal value. If Buyer fails to make such selection, Buyer authorizes Seller to make such selection for the Buyer. It is agreed that if for any reason the above-described lot is not satisfactory to the Buyer prior to or upon its completion, other burial space may be selected of equal size and value anywhere in the Cemetery where available determined by reference to the original purchase price. Seller shall have the exclusive right to make all Interment and Inurnments. Seller does not guarantee or warrant that the interment spaces can be used for all interments if casket exceeds size limitations. Contact the Cemetery office regarding the maximum casket dimensions.
11. **Interment and Inurnment Fees:** Unless specified in Items 3J, 3K and 3L on Page 1 of this Agreement, the service charge for the interment or inurnment is not included in the purchase price and is required for burial. The initial fee for interment relates to the charge for excavation of the burial site incident to the installation of any product. The Cemetery reserves the right to perform this service at any time. The final fee for interment/inurnment relates to the charge for opening and closing the burial site at the time of burial. An additional charge is added to the final fee for interment/inurnment if the burial occurs on holidays, all Saturdays, all Sundays or weekdays after 3:00 pm. No interment or inurnment shall be made until the final fee and all other mounts under this Agreement have been paid in full.
12. **Predevelopment.** Seller agrees to complete the development and improvements of the garden where the Burial Rights purchased are located within six (6) years after the date of the first sale of Burial Rights therein. This amount of time shall be extended by the duration of any events beyond the Seller's control, including any strike, lockout, invasion, insurrection, riot, war, local, state or national emergency, terrorist act, order of any civil or military authority or of any court, or any unforeseen contingency. If construction is not completed within that time, plus any applicable specific extensions, Buyer has the right to exchange the purchased Burial Rights for other similar Burial Rights in the Cemetery or has the right of refund of all monies paid by Buyer for such Burial Rights. If Buyer's need for the Interment Rights occurs prior to the completion of predevelopment construction, Seller may, with the consent of Buyer and at no increase in price of the purchased Interment Rights, permanently transfer Buyer's Interment Rights to other reasonably comparable developed Interment Right in the Cemetery or temporarily transfer Buyer's Rights to other reasonably comparable Interment Rights in the Cemetery until such time that construction is completed. Buyer hereby grants Seller the right and authority for such interments and disinterments for such purposes, which Seller shall retain until completed, and there shall be no additional charge to Buyer for this service.
13. **Need for Interment Prior to Final Payment.** If the need for interment occurs before final payment of the Total Sale Price for all purchased Burial Rights, Merchandise and Services, then Buyer shall have no obligation to inter the deceased's remains in the interment space selected, unless the total amount applicable to that deceased's Burial Right, Merchandise and Service to be used shall have first been paid in full.
14. **Unused Plots or Family Plots.** Subject to the terms of this Agreement and the Cemetery's Rules and Regulations, unused portions of a plot or family plot may pass through intestate succession unless written disposition is made by the Buyer, and it may be sold, transferred or donated by the Buyer's heirs. Any future sale or other transfer of the unused portion of such plots will not affect the endowment care deposit paid by Buyer, but a future buyer or other transferee of those plots may be required to pay an additional amount for endowment care.
15. **Preneed Trust Fund.** Any amounts paid to Seller for the purchase of pre-need Cemetery Goods, Services or Merchandise, other than the purchase of the interment right itself, shall be held in trust for the purpose for which it was paid within 30 days of Seller's receipt of such funds in accordance with applicable state law. The income from the amounts held in trust will be used to pay for an annual fee for the administration of the trust in accordance with applicable state law. Seller will be entitled to keep any income of the trust in excess of the amount deducted for administration. Buyer may be subject to income tax on income earned on trusted funds.

16. **Endowment Care:** The amount of the endowment care fee set forth above will be placed in an irrevocable endowment care trust fund, and the Seller is required to use the net income of this trust fund solely for the care and maintenance of the Cemetery for the reasonable cost of administering the care and maintenance and for the reasonable cost of administering the trust fund, and such other purpose as may be allowed or required by applicable law. The deposit to the trust fund does not include deposits which may be subsequently required for care of memorial or other merchandise; and the net income of this trust fund shall not be used for the care of memorials, unless specific deposits for this care had previously been made to the trust fund.
17. **Caskets:** Seller agrees, upon order of Buyer or designated beneficiary, to provide and have installed as needed for interment in the Cemetery and to have or cause to be delivered any casket(s) designated in item 2B on the front of this Agreement, provided payment in full for the same (including any delivery fees) has first been made. Said Casket shall be of the type, color, and model identified in item 2B on the front of this Agreement. The Seller shall have the option, but not the obligation, to order and store the casket(s) at any time on behalf of the Buyer, which shall constitute delivery of same for purposes of State law. Seller does not guarantee or warrant that said casket can be used for all interments due to limitation of size of the interior.
18. **Memorials and Merchandise:** All Memorials purchased by Buyer shall conform to the Cemetery's Rules and Regulations. Seller shall place at the time of the first interment, the purchased Memorial provided said Memorial is paid in full or, at the request of Buyer, after payment in full is received by Seller. The Seller shall have the option, but not the obligation, to order the Memorial at any time prior to these two events. Either installation of the Memorial at the Cemetery, storage of the same at the Cemetery or storage of the same at the manufacturer shall constitute delivery. In the event the model, color, type or manufacturer of any memorial or merchandise is no longer reasonably available at the time of need, Seller reserves the right to substitute available comparable merchandise of like quality or kind.
19. **Cremation Container:** Buyer understands that the Cemetery will only accept for cremation those human remains which are in a cremation container as defined in Health & Safety Code §7006.5 which must be clearly labeled with the identity of the decedent. Such cremation container shall conform to the Cemetery's Rules and Regulations.
20. **Scattering of Cremated Remains.** Buyer understands that should the decedent's cremated remains be scattered, they will be irretrievably scattered and commingled with soil at the location of the purchased Burial Right, or in communal scattering garden, where they are allowed to recycle back to the earth being exposed and subject to the natural decomposition caused by the soil, water, weather and similar environmental factors, and potentially commingled with other cremated remains should they be scattered in the communal scattering gardens. Buyer understands, consents to and assumes such inherent risks and commingling as a result scattering the decedent's remains.
21. **Failure to Make Disposition.** Buyer understands that If Seller has not made permanent disposition of the decedent's cremated remains within one (1) year of the date on which the cremated remains are delivered to Seller, Seller is authorized to make interment thereof pursuant to Health & Safety Code §8341.
22. **Death Notices.** Buyer authorizes Seller to publish an obituary, memorial announcement or other notice in a newspaper, on-line or through any other media at no cost to Buyer, unless otherwise specified in this Agreement.
23. **No Waiver of Rights** Seller retains all rights to file a claim for payment for all or the remaining balance owed of the Total Sales Price against Buyer or Buyer's estate or that of the deceased. Acceptance of partial payment by Seller or Seller's delay in enforcing Seller's rights under this Agreement shall not, in any way, be deemed a waiver of any such rights nor a modification or novation of this Agreement. Waiver of any default shall not constitute waiver of any subsequent default. Seller's rights and remedies are cumulative and alternative.
24. **Monies Assigned.** Buyer agrees that any monies it receives that are to be paid or assigned to Seller and credited as payment of all or part of the Total Sales Price (e.g., insurance proceeds) shall be paid within sixty (60) days of Buyer's receiving such funds. In the event such payment is not forthcoming, Seller may require that any such unpaid amount be immediately paid by Buyer.
25. **Notices.** Notices to Buyer shall be sufficient if mailed to the address noted in this Agreement or such other location as Buyer may hereafter advise Seller in writing.
26. **Assignments.** Buyer's rights under this Agreement may not be assigned without Seller's written consent, which consent will not be unreasonably withheld. This Agreement shall be binding on Buyer's heirs, successors and assigns and those of the deceased. Seller may assign its rights under this Agreement, which shall be binding on and inure to the benefit of Seller's successors and assigns.
27. **Collection.** In the event Buyer fails to pay the Total Sales Price as required by this Agreement, Buyer agrees to pay all of Seller's costs in collecting such payment, including all court costs and reasonable attorneys' fees.
28. **Damages.** Buyer agrees it would be impractical and extremely difficult to fix the actual damage, if any, that may proximately result from a breach of this Agreement by Seller or for any error or mistake Seller may make in providing the Burial Rights, Services and Merchandise selected by Buyer. Buyer further agrees that should such a breach, error or mistake occur, Seller's liability and Buyer's exclusive remedy therefor shall be limited to the amount(s) Buyer paid to Seller plus a maximum of \$150.00 as liquidated damages and not as a penalty.
29. **Time.** Time is of the essence of this Agreement and of each and every item and provision thereof to be performed by each of the Parties.
30. **Entire Agreement.** This Agreement, and the related forms and agreements executed by Buyer, supersede and replace any prior agreements, whether written or oral, shall constitute the entire agreement of the Parties, and may be changed only in writing executed by all Parties. Buyer acknowledges that no representations or warranties have been made other than as expressly set forth therein. Buyer agrees if requested by Seller to fully cooperate and execute changes to this Agreement if clerical or similar errors are found after it has been signed. Such a request will only be made by Seller if reasonably necessary to implement the terms and intent of this Agreement. The provisions of this section do not afford Seller any rights other than those already contained in this Agreement. Buyer's failure to comply with the provisions of this section shall also constitute an Event of Default under this Agreement.
31. **Binding Agreement.** This Agreement and related forms and agreements shall inure to the benefit of, and shall be binding upon, the Parties, their heirs, beneficiaries, next of kin, successors, assigns, executors, personal representatives and administrators; provided, however, that Seller is only obligated to provide the services for, and upon the death of, the deceased/Beneficiary and no other person.
32. **Construction.** Buyer agrees that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of California and that any legal action involving any aspect of this Agreement may only be brought in the County in California in which Seller maintains its principal place of business. If any portion of this Agreement is determined to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will not be impaired or invalidated.
33. **Disclaimer of Warranties.** Buyer acknowledges and agrees that the only warranty on any cemetery goods or merchandise provided pursuant to this Agreement is the express written warranty, if any, provided by the manufacturer of such items. To the fullest extent allowed by law, Seller expressly disclaims all warranties, expressed or implied, of merchantability or fitness for a particular purpose or otherwise. Should any goods or merchandise prove to be defective, either the manufacturer or Buyer, not Seller, will assume all cost and liability therefor. _____ (Initials).
34. **Limitation of Action.** Buyer agrees that to the extent allowed by law, any action against Seller for breach of this Agreement must be commenced by Buyer or Buyer's representative(s) within one year after such cause of action has accrued. _____ (Initials).

35. **BINDING ARBITRATION: BUYER AND SELLER AGREE THAT EXCEPT FOR ANY CLAIM ARISING OUT OF BUYER'S FAILURE TO PAY SELLER THE TOTAL PURCHASE PRICE DESCRIBED ABOVE, ANY CLAIM (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OF THIS ARBITRATION CLAUSE) SHALL BE SUBMITTED TO AND FINALLY RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CALIFORNIA ARBITRATION ACT (CODE OF CIVIL PROCEDURE §1280 et seq.). NOTWITHSTANDING THE DISCOVERY PROVISIONS SET FORTH THEREIN, EACH PARTY SHALL HAVE THE RIGHT TO CONDUCT DISCOVERY AS IF THE MATTER WAS A CIVIL ACTION PENDING IN A CALIFORNIA SUPERIOR COURT. ANY AWARD RENDERED SHALL BE BINDING AND FINAL AND MAY BE ENTERED AS A JUDGMENT UPON APPLICATION TO THE COURT. THE ARBITRATION HEARING WILL BE CONDUCTED IN THE COUNTY WHERE SELLER IS LOCATED. THE COSTS OF THE ARBITRATION AND ARBITRATOR'S FEES SHALL BE BORNE INITIALLY BY THE PARTIES. HOWEVER, SUCH COSTS AND FEES WILL BE SUBJECT TO RE-ALLOCATION BY THE ARBITRATOR IN THE AWARD. THE ARBITRATOR SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS, INCLUDING THE ARBITRATOR'S FEES AND EXPERT FEES, TO THE PREVAILING PARTY. NEITHER BUYER NOR SELLER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. NOTE: BY SIGNING THIS AGREEMENT BUYER IS AGREEING TO HAVE ANY DISPUTED ISSUE DECIDED BY BINDING, NEUTRAL ARBITRATION AND BUYER IS GIVING UP BUYER'S RIGHT TO A JURY OR COURT TRIAL. ____ (Initials).**