

17.3 Dispute over Right to Terminate. If there is a dispute between the parties over either party's right to terminate this Agreement under Article 17.1 or otherwise, Closing shall not occur, as scheduled. The party which disputes the other party's right to terminate the Agreement may initiate binding arbitration proceedings in accordance with Article 18.1 within thirty (30) Days of the date on which Closing was scheduled to occur and, if arbitration is so initiated, the dispute will be resolved through such binding arbitration proceeding. If the party which disputes the termination right does not initiate arbitration to resolve the dispute within the time period specified hereinabove, such party shall be deemed to have waived for all purposes its right to object to or dispute such termination.

17.4 Return of Documents. If this Agreement is terminated prior to Closing, Buyer shall return Seller all books, records, maps, files, papers and other property in Buyer's possession relating to the transaction contemplated by this Agreement.

17.5 Confidentiality. Notwithstanding the termination of this Agreement or any other provision of this Agreement to the contrary, the terms of the Confidentiality Agreement dated the 29th day of July, 1997, by and between Seller and Buyer ("Confidentiality Agreement"), shall remain in full force and effect. If Closing of the transaction contemplated herein occurs, the Confidentiality Agreement shall terminate (which termination shall be effective as of the Closing).

#### ARTICLE 18. ARBITRATION

18.1 Arbitration. Unless expressly provided otherwise in this Agreement, any and all disputes arising under the terms of this Agreement ("Arbitrable Dispute") shall be referred to and resolved through the use of binding arbitration using three (3) arbitrators, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the Federal Arbitration Act (Title 9 of the United States Code). If there is any inconsistency between this Article and any statute or rules, the terms of this Article shall control the rights and obligations of the parties. Arbitration shall be initiated within the applicable time limits set forth in this Agreement and not thereafter or if no time limit is given, within the time period allowed by the applicable statute of limitations. Arbitration shall be initiated by one (1) party ("Claimant") serving written notice on the other party ("Respondent") that the Claimant elects to refer the Arbitrable Dispute to binding arbitration, and that the Claimant has appointed an arbitrator, who shall be identified in such notice. The Respondent shall respond to the Claimant within thirty (30) Days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. In the event Respondent fails to appoint an arbitrator within such thirty (30) Day period, Claimant shall appoint the second arbitrator for and on behalf of