

Section 7.09. Rights and Remedies. Except to the extent expressly limited herein, both of the Parties to this Lease shall have the right to avail itself of any equitable or legal right or remedy to enforce the provisions of this Lease.

Section 7.10. Remedies Are Cumulative. The remedies available to the Parties hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of the other remedies of such party unless specifically so provided herein.

Section 7.11. Amendment. Except as may otherwise be expressly permitted in this Lease, this Lease and the Exhibits attached hereto may not be amended except by way of a written document signed by the Parties after providing the Attorney General of the State of Michigan and the head of the Charitable Trust Section of the Attorney General of the State of Michigan sixty (60) days advance written notice of any such amendment.

Section 7.12. Dispute Resolution. Any dispute, controversy or claim arising under or in connection with this Lease ("**Dispute**") shall be settled exclusively as set forth in this Section (the "**Dispute Resolution Process**"). Initially, a Dispute shall be referred to the Parties to negotiate a resolution. If the Parties are unable to resolve, or do not anticipate resolving a Dispute within thirty (30) days after written notice of such Dispute provided from one party to this Lease to the other party, then either party may submit the Dispute to non-binding facilitative mediation. If the Parties are unable to resolve, or do not anticipate resolving a Dispute within sixty (60) days after submission to non-binding facilitative mediation, if applicable, the Dispute may be submitted to arbitration upon the election and written consent of all the parties to such Dispute.

Such arbitration shall be conducted before one (1) arbitrator in a mutually convenient location, in accordance with the rules of the American Arbitration Association ("**Association**") then in effect. The arbitrator shall be selected in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon the City of Benton Harbor and Harbor Shores and judgment thereon may be entered in any court having jurisdiction. Unless otherwise provided by the rules of the Association, the arbitrator shall, in his or her award, allocate between the City of Benton Harbor and Harbor Shores the costs of arbitration, which shall include reasonable attorney fees and expenses of the City of Benton Harbor and Harbor Shores, as well as the arbitrator fees and expenses, in such proportions as the arbitrator determines is reasonably appropriate under the circumstances.

In the absence of election and written consent of the parties to submit the Dispute to arbitration as provided above, neither Harbor Shores nor the City of Benton Harbor shall be precluded from petitioning the courts to resolve a Dispute. During the Dispute Resolution Process, each Parties' representatives shall negotiate in good faith. Except as otherwise provided herein, each party to this Lease agrees that it shall not commence litigation or such other remedies prior to the conclusion of the Dispute Resolution Process, unless a party to this Lease may suffer irreparable harm due to such delay.