

**Alternative Dispute Resolution Rider
to
Purchase and Sale Agreement
For Massachusetts Real Estate**

Any dispute or claim arising out of or relating to the Agreement which cannot be resolved in good faith directly between Seller and Buyer may be submitted for at least three (3) hours of mediation to REBA Dispute Resolution, a subsidiary of the Real Estate Bar Association for Massachusetts, or to another mediator as the parties may agree. Mediation sessions shall be conducted within seven (7) days of the date on which the mediator receives a request for mediation from the Seller or Buyer. The rules and procedures of the REBA Dispute Resolution or such alternative mediator shall govern the mediation, and the cost and fees of the REBA Dispute Resolution or such other mediator shall be shared equally by the Seller or Buyer.

Any agreement resolving the dispute which is signed by the Seller and Buyer pursuant to a mediation conference shall be binding upon the parties thereto. In the event that the Seller and Buyer are unable to resolve their dispute by mediation, either party shall be entitled to proceed to litigation or if mutually agreeable, other dispute resolutions procedures. Nothing in this rider shall be intended or construed to limit or prohibit either party from filing a judicial action for the purpose of obtaining and/or recording of a notice of pending action, attachment, injunction, receivership, or other restraining remedy prior to or during mediation.

[Check one of the following two options:]

Option 1 Notwithstanding anything to the contrary herein, the requirement for mediation shall not operate to extend the time for performance as set forth in the Agreement unless the Seller and Buyer mutually agree otherwise.

Seller Initials

Buyer Initials

Option 2 In the event that the mediation required hereby cannot be scheduled and completed prior to the time for performance as set forth in the Agreement, the Seller and Buyer agree to extend the time for performance to allow for the completion of mediation, and the time for performance shall be extended to a date no less than three (3) days after completion of mediation or as otherwise agreed by the parties.

The provisions of this paragraph shall not operate to modify or delete any provisions in the Agreement which provide for an extension of the time for performance so as to allow the Seller to take such action as may be necessary to satisfy the obligations or election of the Seller to deliver the Premises to the Buyer as required in the Agreement.

For purpose of this rider, mediation is intended to mean a confidential and informal process whereby a trained neutral party (mediator) facilitates the negotiations of parties to a dispute in an attempt to assist them in reaching a voluntary mutually acceptable resolution of the dispute.

REBA Form No. 21C



The provisions of this rider shall survive the closing and delivery of the Seller's deed to the Premises to the Buyer.

Note:

(1) REBA recommends distribution of REBA Dispute Resolutions brochure or other informational materials to clients in conjunction with use of this rider.

(2) This form includes an option which the drafter needs to select whereby the parties agree that the closing date is (a) extended to accommodate mediation which cannot be concluded prior to the closing date set forth in the Agreement or (b) not extended to allow mediation to be concluded unless the parties agree otherwise. Selection of the option will depend upon the client's decision made in conjunction with consultation with the drafter.

(3) The rider should be executed by the parties with the choice of Option 1 or 2 above initialed by the parties.

(11-10-97)

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