INDEX NO.

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement	t") is made by and betw	een <u>fill fintian</u>
ou" or "Your") and Collection Tree Asse	et Management LP ("Go	ldenTree").

- 1. Notwithstanding any agreement to the contrary, whether written or oral, including but not limited to, any agreement that governs the terms and conditions of your employment or of your being a partner or member of Galling Tree and/or any Related Persons (as defined below), the parties agree to resolve any Dispute (as defined below) by binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or a successor organization, for binding arbitration located in New York City, New York by a single arbitrator pursuant to its Employment Arbitration Rules & Procedures. Except as otherwise authorized by applicable law, all awards of the arbitrator shall be binding and non-appealable. The arbitrator's final award shall be in writing made and delivered to the parties within thirty (30) calendar days following the close of the hearing and shall provide a reasoned basis for the resolution of any Dispute and any relief provided. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The arbitrator shall apply New York law to the merits of any Dispute, without reference to the rules of conflicts of law applicable therein. The arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrator may grant injunctions or other relief.
- 2. (a) For purposes of this Agreement, the term "Dispute" shall mean any disagreement, controversy, dispute or claim of any kind between you and GoldenTree and/or Related Persons, including any disagreement, controvery, dispute or claim arising out of or in any way relating to your employment and/or other relationship with GoldenTree and/or Related Persons or the termination thereof, which in any way arise from any relationship of any kind between you and GoldenTree and/or Related Persons.
 - (b) For purposes of this Agreement, the term "Related Persons" shall refer to GoldenTree's parents, subsidiaries, affiliates and divisions, their respective successors and assigns, and all of their past and present directors, officers, representatives, shareholders, agents, partners, members, employees, whether as individuals or in their official capacity, and the respective heirs and personal representatives of any of them.
- 3. Notwithstanding anything else set forth herein, GoldenTree and/or Related Persons shall not be precluded from applying to a proper court for injunctive relief by reason of the prior or subsequent commencement of an arbitration proceeding as herein provided, including without limitation, with respect to any Dispute relating to any notice, confidentailty, or restrictive covenant obligations that you may owe to GoldenTree and/or Related Persons.