

## EXHIBIT C

### DISPUTE RESOLUTION PROCESS

1. **Arbitration and Mediation of Disputes.** Generally, because time is of the essence with regard to the performance of the Agreement, the Parties acknowledge and agree that the time for exercising the Dispute Resolution procedure is compressed.
2. **Defined Terms.** Defined terms appear in this Exhibit with the first letter of each word in the term capitalized. Unless otherwise expressly provided herein, all defined terms appearing herein shall have the same meanings as are attributed to such terms in the Agreement of which this Exhibit is a part.
3. **Election to Arbitrate.** Either Party may elect to resolve by arbitration, after mediation as described below, any dispute between the City and AIG arising from or pertaining to this Agreement, including without limitation a Party's failure to pay or perform its obligations relating to the design and construction of the Facilities Improvements or the use of the Facilities ("**Dispute**").
4. **Governing Rules.** The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association ("**AAA**") then in effect except to the extent modified herein.
5. **Qualification of Mediators and Arbitrators.** Each proposed mediator and arbitrator shall have at least ten years experience in commercial and/or real estate matters in Arizona and shall be an attorney licensed to practice law in Arizona. Any Arbitrator or Mediator shall be selected, subject to the foregoing qualifications, pursuant to the practice then employed by the AAA for the selection of arbitrators and/or mediators.
6. **Initiation of Proceeding.** The existence of any Dispute arising from or pertaining to the Agreement shall not delay or excuse any performance of a Party's monetary or other obligations under the Agreement except as expressly provided in the Agreement. If any Dispute shall arise between the Parties, then, subject to applicable statutes of limitation, either Party may initiate arbitration by serving notice to the other Party of its intention to arbitrate the Dispute (the "**Arbitration Demand**"), provided either Party (the "**Initiating Party**") shall, as a precursor to arbitration, within five business days of receipt of such Arbitration Demand, notify the other Party (the "**Responding Party**") of such Party's election to submit any Dispute, first, to non-binding mediation (the "**Mediation Notice**"). The Initiating Party shall include with such Mediation Notice a notice to the AAA of the Dispute and a request for appointment of a mediator in accordance with the Agreement and the procedures then employed by the AAA. Either party may reject the mediator selected up to two times but then must accept the choice of mediator. Prior to the mediation, the Parties shall each provide the mediator with a confidential (to be exchanged by the Parties) statement setting forth such Party's description of the nature of the Dispute and, if applicable, the relief sought. The mediation conference shall be conducted and concluded within 60 days of the Mediation Notice and within 30 days of the appointment of a Mediator.

7. **Arbitration.** If the mediation is not successful, then, if the design professional and general contractor for the Project are a party or parties to the Dispute, the Dispute shall be resolved as provided in the applicable contract documents or, if the Dispute is solely between the Parties, the Parties shall proceed to binding arbitration. A copy of the Arbitration Demand shall be filed at the local office of the AAA together with a copy of the Agreement and this arbitration provision and the appropriate filing fee as required by the AAA, which shall be delivered to the AAA on or before ten business days after the later of (i) the receipt of the Arbitration Demand, or (ii) the conclusion of the unsuccessful mediation. The Parties shall request an arbitrator be appointed as soon as possible in accordance with the selection procedures then employed by the AAA. The Dispute shall be heard by a single arbitrator with the qualifications specified in Section 5 of this Exhibit.
8. **Hearing.** The arbitration hearing must be held as soon as possible and, in all events, must commence within 30 days following the date on which the arbitrator is appointed, unless the arbitrator for good cause shown delays the hearing to permit discovery or otherwise. At least five days prior to the commencement of the arbitration hearing, each Party shall provide the other Party and the arbitrator with a statement of its position respecting the Dispute in question and a list of any witnesses whom such Party expects to testify at such hearing on its behalf. The arbitration proceeding shall take place in Mesa, Arizona.
9. **Scope of Award.** With the exception of monetary damages other than actual damages (e.g., punitive, consequential, or other special damages, which are expressly precluded), the arbitrator shall have the authority to award any remedy or relief a federal district court in Arizona could order or grant and which is permitted under the Agreement. The Arbitrator shall have the discretion to award attorneys' fees to the prevailing party in an amount which the Arbitrator deems reasonable in the circumstances.
10. **Fees and Costs.** Each party shall pay its own costs in arbitration and the Administrative Fees imposed by the AAA and the Parties shall share equally the costs of the arbitrator; provided, however, all such charges/fees may be awarded by the Arbitrator, in his/her discretion, to the prevailing party with arbitration as determined by the Arbitrator.
11. **Appointment of Successor.** If any arbitrator appointed pursuant to this Exhibit shall thereafter die or become unable or unwilling to act, a successor shall be appointed in accordance with the procedures continuously employed by the AAA in such circumstances.
12. **Decision Binding.** The decision or award by the arbitrator when made shall be final and non-appealable and the Parties shall be bound by such arbitration decision or award for all purposes and judgment may be entered upon it in accordance with Applicable Laws in the Superior Court of Maricopa County, Arizona.
13. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and delivered in accordance with the notice provision of the Agreement. Such notices and communications shall be deemed to be given and received pursuant to such provision of the Agreement.