

EXHIBIT B**MEDIATION, ARBITRATION AND CLASS ACTION WAIVER AGREEMENT**

This Mediation, Arbitration and Class Action Waiver Agreement (“Agreement”) is made and entered into by and between STUDIO SHED ACQ, LLC and its related entities, predecessors, affiliates, successors, and assigns, and the current and former employees, officers, directors, and agents thereof (“Company”) and the Client (“Client”).

1. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution or court. The parties shall endeavor to resolve their claims by mediation with a mutually acceptable mediator. A request for mediation shall be made in writing, delivered to the other part to the contract. The request may be made concurrently with the filing of binding dispute resolution proceedings or court if permitted by this Agreement but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of request, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
2. Either party may, within 30 days from the date that mediation has concluded without resolution of the dispute or 60 days after the mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision or lack of resolution.
3. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in signed writings in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Awards returned in any arbitration, if permitted, shall be enforceable and may be submitted for entry of judgment thereon in any court having jurisdiction.
4. **Arbitration of Claims/Waiver of Court or Jury Trial.** Any dispute or claim arising out of or relating in any way to this Agreement shall be resolved by final and binding arbitration under the Federal Arbitration Act, 9 U.S.C. §1, et seq (“Act”). **The parties expressly waive any right to have any dispute or claim resolved by a court or jury trial.** The only claims not covered by this Agreement are those claims that by law are not subject to mandatory binding arbitration, including Company’s right to record construction liens and to file foreclosure proceedings in court thereon.
5. **Class Action and Collective Action Waiver.** Except as provided for herein the Company and Client shall bring any dispute or claim in arbitration and on an individual basis only. The Company and Client shall have no right or authority for any dispute or claim to be brought, heard, or arbitrated as a class action, collective action, or representative action.
6. **Demand for Arbitration.** A demand for arbitration must be in writing and delivered by hand or first class mail and received by the other party within the applicable statute of limitations period. Any demand for arbitration made to the Company must be sent to the Company at 1000 Ternes Drive, Monroe, Michigan 48162, Attention: CFO.
7. **Arbitration Procedure.** The arbitrator shall be one neutral licensed attorney chosen by the parties by mutual consent. The arbitration proceeding shall be within 30 miles of any city where the Company performed services on behalf of Client under the Agreement. The hearing shall be at a site mutually acceptable to the parties. The arbitration proceeding shall be administered by the American Arbitration

Association under its Commercial Arbitration Rules, unless the parties agree in writing to apply other rules, or agree otherwise for an arbitrator, or the arbitrator determines other rules should apply.

8. **Authority of Arbitrator.** The arbitrator may award any remedy at law or equity, but such remedies shall be limited to those available to a party in his or her individual capacity. The arbitrator shall have no authority to amend or modify the parties' Agreement or this Agreement, except if the arbitrator determines any provision of the Agreement or this Agreement is unconscionable, then the arbitrator shall have the authority to amend, modify, or sever the provision to the minimum extent necessary to render the Agreement or this Agreement enforceable. The arbitrator shall have the exclusive authority to resolve any dispute or claim relating to the interpretation, enforceability, unconscionability, arbitrability, or formation of the Agreement and this Agreement. The decision of the arbitrator shall be final and binding and judgment thereon may be entered in a court of competent jurisdiction. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law.
9. **Costs and Fees.** The parties shall equally divide and pay the arbitrator and the arbitration fees and costs. Each party shall pay their own expenses and fees including, but not limited to, witness fees and costs, travel costs, transcript fees, and attorneys' fees, subject to any remedies the party may be entitled to under applicable law.
10. **Entire Agreement.** This Agreement and the Agreement constitute the complete understanding between the parties and supersedes all prior agreements, promises or inducements, no matter of its or their form, concerning the subject matter of this Agreement and/or the Installation Agreement.

[Signature Page Follows]

I AFFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT I HAVE BEEN ADVISED OF MY RIGHT TO SEEK LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS AGREEMENT PRIOR TO SIGNING.

STUDIO SHED ACQ, LLC "Company

Signature _____

Printed Name and Title _____

"Client"

Signature _____

Printed Name and Title _____