



GOOD-2-GO OREGON AGREEMENT TO ARBITRATE CLAIMS AT-WILL EMPLOYMENT

I, _____, recognize that differences may arise between Good-2-Go Oregon, Inc. (the "Company"), an Oregon corporation, and me during or following my employment with the Company. I understand and agree that by entering into this Agreement to Arbitrate Claims (this "Agreement"), I anticipate gaining the benefits of a speedy, impartial dispute-resolution procedure. Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all procedures pursuant to this Agreement. To the extent that the Federal Arbitration Act is inapplicable, Oregon law pertaining to agreements to arbitrate shall apply. I understand that any reference in this Agreement to the Company includes affiliated entities, all benefit plans, the benefit plan sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

I further acknowledge that the Company is an at-will employer and reserves the right to terminate an employee at any time for any reason or no reason, with or without notice. So, too, does an employee have the right to terminate employment with the Company at any time for any reason or no reason, with or without cause or notice. This at-will employment policy is not modified or affected in any way by this Agreement.

1. Claims Covered by this Agreement. The Company and I mutually agree to the resolution by arbitration of all claims (except those excluded below), whether or not arising out of my employment (or its termination), that the Company may have against me or that I may have against the Company or against its officers, directors, employees or agents in their individual or company capacity. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, or disability); claims for benefits (except where an employee benefit or pension plan specifies other arbitration in its claims procedures) and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except claims excluded in the following paragraph.

2. Claims Not Covered by this Agreement. Claims I may have for workers' compensation or unemployment compensation benefits are not covered by this Agreement. In addition, this Agreement is not intended to and does not apply to any claim where it would be prohibited by law.

3. Arbitration Procedures. The arbitration will be held under the auspices of either the American Arbitration Association ("AAA") or Judicial Arbitration & Mediation Services, Inc. ("JAMS"), with the designation of the sponsoring organization to be made by the party who did not initiate the claim.

The Company and I agree that, except as provided in this Agreement, any arbitration shall be in accordance with the AAA's then-current Model Employment Arbitration Procedures (if AAA is designated) or the then-current JAMS Employment Arbitration Rules (if JAMS is designated) before the arbitrator who is licensed to practice law in the State of Oregon and has experience in employment law (the "Arbitrator"). The arbitration shall take place in Bend, Oregon. The Arbitrator shall be selected as provided in the rules of the designated organization. The Company and I agree that we shall each have the opportunity to conduct discovery as provided by the rules of the designated organization.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The Arbitrator shall be required to issue a written decision with essential factual findings and detailed legal conclusions.

Except as otherwise provided in this Agreement, both the Company and I agree that neither of us shall initiate or prosecute any lawsuit or administrative action (other than for an excluded claim) in any way related to any claim covered by this Agreement.

4. Arbitration Fees and Costs; Attorneys' Fees. The Company will pay the fees and costs of the Arbitrator except that I agree to contribute an amount equal to what I would have paid to initiate litigation in the applicable state or federal court. Each of us shall pay for our own costs for witnesses and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees or costs of litigation, or if there is a written agreement provided for attorneys' fees, the Arbitrator may award reasonable attorneys' fees and/or costs of litigation, and may authorize a party to proceed without payment of any fee if the Arbitrator deems it equitable to do so.



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5. Judicial Review. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award or obtain an injunction. A party opposing enforcement of any award may do so in an enforcement proceeding, or in a separate action in any court of competent jurisdiction to set aside the award, where the standard of review will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury. The decision of the Arbitrator shall be final and binding unless set aside by a court of competent jurisdiction.

6. Requirements for Modification or Revocation. This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by a writing signed by the parties which specifically states an intent to revoke or modify this Agreement.

7. Sole and Entire Agreement. This is the complete Agreement between the Company and me on the subject of arbitration disputes covered by this Agreement.

8. Construction. If any provision of this Agreement is judged to be void or otherwise unenforceable, in whole or in part, the remainder of the Agreement shall remain void.

9. Consideration. The promises by the Company and by me to arbitrate differences, rather than litigate them before courts or other bodies, provide adequate consideration for this Agreement.

10. Voluntary Agreement; At-Will Employment. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATING TO THE SUBJECT COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND THAT NOTHING IN THE AGREEMENT MODIFIES THAT AT-WILL NATURE OF MY EMPLOYMENT.

I acknowledge that I have received and read or have had the opportunity to read this arbitration agreement. I understand that this arbitration agreement requires that disputes that involve the matters subject to the agreement be submitted to mediation or arbitration pursuant to the arbitration agreement rather than to a judge and jury in court.