

Owner and Newport Pacific), and venue and jurisdiction shall be Los Angeles County, California, or the County in which the Property is located.

20. Captions. Captions in this Agreement are for convenience and reference only and shall not be deemed to affect the interpretation of any provision.

21. Attorney's Fees. In the event of any dispute between the parties hereto, arising out of or relating to this Agreement or the breach or interpretations thereof, which results in either party initiating an action, arbitration, proceeding, or appeal, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and costs fixed by the Court, arbitrator or other hearing officer, to be paid by the losing party.

22. Authority. The individuals executing this Agreement warrant they are expressly authorized to do so and in behalf of their respective parties.

23. Negotiated Agreement. The Parties have negotiated, voluntarily and freely, the terms and conditions of this Agreement and, to the extent each Party has deemed necessary, this Agreement has been reviewed by their respective legal counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibits hereto.

24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by Owner to any assignment of this Agreement or any interest therein.

25. Interpretation. This Agreement and any documents, which it refers to or incorporates by reference, shall be construed and interpreted in a neutral manner as though both Newport Pacific and Owner had written the documents together.

26. Multiple Counterparts. This Agreement may be executed in duplicate and multiple counterparts, each of which, when fully executed, shall constitute one and the same Agreement.

27. Confidentiality. Employees of Newport Pacific, in the course of their duties, may have access to financial, accounting and statistical data provided by Owner. Newport Pacific covenants that all data, documents, discussion, or other information developed or received by Newport Pacific or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Newport Pacific without written authorization by Owner. Owner shall grant such authorization if disclosure is required by law. Upon request, all Owner data shall be returned to Owner upon the termination of this Agreement. Newport Pacific's covenant under this section shall survive the termination of this Agreement. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict Newport Pacific from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for Newport Pacific to defend themselves from any suit or claim.