

Stipulated Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Claimant Carolyn and Alfred Adamo, as guardians for their incompetent daughter, Alissa Adamo
v. Respondents Randall S. Appel, Appel Financial Planning Ltd., Strategic Assets, Inc. and
Ameriprop, Inc.

Case Number: 00-05600

Hearing Site: New York City, New York

REPRESENTATION OF PARTIES

Claimant Carolyn and Alfred Adamo, as guardians for their incompetent daughter, Alissa Adamo: Represented by the Law Offices of Kevin T. Hoffman, 151 Railroad Avenue, Greenwich, CT. 06830.

Respondents Randall S. Appel, Appel Financial Planning Ltd., Strategic Assets, Inc.: Formerly represented by John J. Nigro, 7600 Jericho Turnpike, Woodbury, New York 11797.

Respondents Ameriprop, Inc.: Law Offices of Robin E. Nackman, 24 Old Brook Road, Dix Hills, New York 11746

CASE INFORMATION

Statement of Claim filed on or about: December 18, 2000

Claimant signed the Uniform Submission Agreement: December 18, 2000

Statement of Answer filed by Respondents Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc. on or about: March 21, 2001

Respondents Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc. signed the Uniform Submission Agreements: March 19, 2001

Statement of Answer filed by Respondent Ameriprop, Inc.: May 3, 2001

Respondent Ameriprop, Inc. signed the Uniform Submission Agreements: May 3, 2001

CASE SUMMARY

Claimants asserted the following causes of action: Violation of both federal and state securities laws, misrepresentation, conversion and breach of fiduciary duty. The causes of action relate to various illiquid private placements and limited partnerships sold to the Claimant.

Unless specifically admitted in its Answer, Respondents Randall S. Appel, Appel Financial

Planning Ltd. and Strategic Assets, Inc. denied the allegations of wrongdoing set forth in the Statement of Claim and asserted the following defenses: Lack of standing, Assumption of the risk, Contributory negligence, Bar due to the statute of limitations, Failed to Mitigate damages. Respondents Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc. also asserted a Counterclaim against Carolyn and Alfred Adamo for indemnification.

Carolyn and Alfred Adamo filed a response denying any liability on the Counterclaim as a matter of law and matter of fact.

Respondent Ameriprop, Inc. filed an answer denying the allegations of wrongdoing and it moved to bar certain claims brought against Ameriprop as being barred by the eligibility rules pursuant to Rule 10304. Ameriprop also filed a Cross-Claim against Respondent Appel for indemnification.

During the pendency of the case, Respondent(s) Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc. filed voluntary Chapter 7 bankruptcy petitions seeking relief from the U.S. Bankruptcy Court. As a result, the proceedings were stayed against these entities.

RELIEF REQUESTED

Claimant(s) requested compensatory damages of \$390,000 and punitive damages of \$1.2 Million.

Respondents Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc. requested dismissal of the Statement of Claim and unspecified damages on the indemnification claim.

Respondent Ameriprop, Inc. requested dismissal of the Statement of Claim, unspecified indemnification damages from Respondent Appel and filed a Motion to Dismiss the Statement of Claim.

OTHER ISSUES CONSIDERED AND DECIDED

Based on the bankruptcy filings by Respondents Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc., all matters were stayed against these parties and the Claimant and Ameriprop, Inc. were directed to seek any further relief against these Respondents in the Bankruptcy Court.

By Order dated December 24, 2001, the Panel resolved the Motion to Dismiss filed by

Ameriprop and narrowed the issues in the case against Ameriprop.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

On July 10, 2002, the parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for entry of an Award, the written stipulation thereof, the Panel grants the motion and enters this award granting the following relief:

1. Ameriprop, Inc. will pay a total of \$5,000 to Alfred and Carolyn Adamo, as guardians for Alissa Adamo. The payments will be made as follows: \$2,500 within ten days of this award, \$1,250 within forty (40) days of this award and \$1,250 within seventy (70) days of this award.
2. The Claimant and Ameriprop will let the Panel decide how any fees should be divided.
3. The Claimant will pursue Respondent(s) Randall S. Appel, Appel Financial Planning Ltd. and Strategic Assets, Inc. in the bankruptcy proceedings and therefore the arbitration can be closed against those parties.
4. Each party is responsible for its own counsel fees.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 500.00
Cross-claim filing fee	= \$ 500.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person(s) at the time of the events giving rise to the dispute. In this matter, the member firm Strategic Assets, Inc. and Ameriprop, Inc. are parties.

Ameriprop, Inc.

Member Surcharge	= \$ 2,500.00
Pre-Hearing Process Fee	= \$ 600.00
<u>Hearing Process Fee</u>	<u>= \$ 4,500.00</u>
Total Member Fees	= \$ 7,600.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

(3) Pre-hearing conference sessions with the Panel @ \$ 1,200.00/session	= \$ 3,600.00
Pre-hearing conferences:	
July 25, 2001	1 session
November 27, 2001	1 session
May 15, 2002	1 session

Total Forum Fees	= \$ 3,600.00
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1. The Panel has assessed \$ 1,800.00 of the forum fees against Claimant.
2. The Panel has assessed \$ 1,800.00 of the forum fees against Ameriprop, Inc.

Fee Summary

1. Claimant be and hereby is solely liable for:

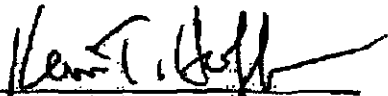
Initial Filing Fee	= \$ 500.00
<u>Forum Fees</u>	<u>= \$ 1,800.00</u>
Total Fees	= \$ 2,300.00
<u>Less payments</u>	<u>= \$ 1,700.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 600.00

2. Ameriprop, Inc. be and hereby is solely liable for:

Member Fees	= \$ 7,600.00
Cross-claim Filing Fee	= \$ 500.00
Forum Fees	= \$ 1,800.00
Total Fees	= \$ 9,900.00
Less payments	= \$ 1,194.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 8,706.00

All balances are due and payable to NASD Dispute Resolution, Inc.

Parties' Signatures



Carolyn and Alfred Adamo, as guardians,
By and through their counsel, Kevin T. Hoffman

Dated: July 10, 2002

Ameriprop, Inc.

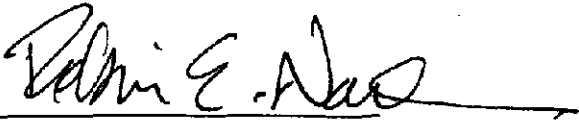
By and through their counsel, Robin Nackman

Dated: July 10, 2002

Parties' Signatures

Carolyn and Alfred Adamo, as guardians,
By and through their counsel, Kevin T. Hoffman

Dated: July 10, 2002



Ameriprop, Inc.
By and through their counsel, Robin Nackman

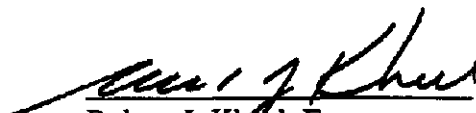
Dated: July 10, 2002

ARBITRATION PANEL

Robert J. Kheel, Esq.	-	Public Arbitrator, Presiding Chair
Donald Sanford Stroetzel	-	Public Arbitrator
Joseph N. Stineman	-	Non-Public Arbitrator

Concurring Arbitrators' Signature(s)

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this is which is my award.



Robert J. Kheel, Esq.
Public Arbitrator, Presiding Chair

December 11, 2002

Signature Date

Donald Sanford Stroetzel
Public Arbitrator

Signature Date

Joseph N. Stineman
Non-Public Arbitrator

Signature Date

January 6, 2003

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

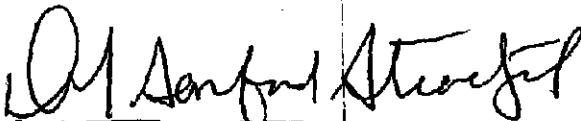
Robert J. Kheel, Esq.	-	Public Arbitrator, Presiding Chair
Donald Sanford Stroetzel	-	Public Arbitrator
Joseph N. Stineman	-	Non-Public Arbitrator

Concurring Arbitrators' Signature(s)

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this is which is my award.

Robert J. Kheel, Esq.
Public Arbitrator, Presiding Chair

Signature Date



Donald Sanford Stroetzel
Public Arbitrator

Dec. 13, 2002

Signature Date

Joseph N. Stineman
Non-Public Arbitrator

Signature Date

January 6, 2003
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Robert J. Kheel, Esq.	-	Public Arbitrator, Presiding Chair
Donald Sanford Stroetzel	-	Public Arbitrator
Joseph N. Stineman	-	Non-Public Arbitrator

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Robert J. Kheel, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Donald Sanford Stroetzel
Public Arbitrator

Signature Date



Joseph N. Stineman
Non-Public Arbitrator

12/11/2002

Signature Date

January 6, 2003
Date of Service (For NASD Dispute Resolution use only)