

"The undersigned parties also agree that the arbitration will be final, binding and conducted under the current ADR Options, Inc. Rules of Procedure." This Agreement to arbitrate is an agreement for common law arbitration unless the parties agree expressly in writing for arbitration pursuant to the Uniform Arbitration Act a similar statute or other contractual terms."

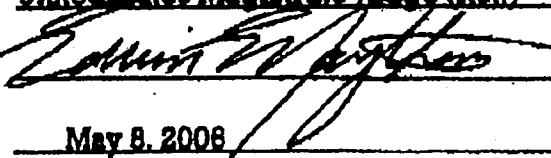
More compelling was the statement of Judge Murray Lynn, in his January 10, 2008 Order:

The Arbitration will be binding on both parties with no right to appeal. Further by agreement of the parties, both parties are waiving procedural argument such as standing. Accordingly, this case is dismissed from the Court of Common Pleas by agreement of both parties.

Moreover, all procedural arguments including standing and failure to join indispensable parties were expressly waived prior to the commencement of the hearings before the Chancellor. It was formally stipulated by counsel for the parties that only the merits of the long standing controversy were at issue, and the procedure issues that were set forth in Defendant's new matter were to be considered waived.

In any event even were the corporation added as a party Defendant as counsel is asserting, the result would inevitably be the same as the "corporate veil" would be pierced, since the Chancellor has found that failure to adhere to corporate formalities is a factor to be considered in determining to pierce the corporate veil as well as evidence of intermingling of corporate and personal affairs.

Banks v. Hanoverian, 2008 WL 1822 012 at *1NI CCP, Philadelphia, 6/23/08; Lomax Indus., 889 A.2d 898, Banks, 2008 WL 1822012 at INI.

ARBITRATOR	NAME	Honorable Edwin E. Naythons United States Magistrate Judge (Ret.)
	SIGNATURE	
	DATE	May 8, 2008