

APPENDIX B

ARBITRATION SUBMISSION AGREEMENT

(For Use When All Parties Agree to Arbitration, Whether or Not an Arbitration Clause in a Commercial Contract Exists)

The undersigned parties are unable to resolve their differences through direct and/or assisted negotiations and are identified by name and, in addition, by the address and telephone number of themselves or their counsel (also named) as follows:

The dispute is/is not (circle one) a filed court case. If it is a filed court case, the name and docket number of the case are as follows:

The nature of the dispute, points at issue, and relief or remedy sought are as follows:

This dispute arises/does not arise (circle one) under a commercial contract. If it so arises, the commercial contract is attached to this Arbitration Submission Agreement and the provision in dispute appears on page _____ at _____; the arbitration clause appears on page _____ at _____. Other relevant documents are/are not (circle one) attached.

We have read the ADR, Inc. Arbitration Rules and Procedures (~~Rules~~), and we voluntarily agree to submit our dispute to arbitration administered by ADR, Inc. under its Rules, as modified by agreement of the parties as follows:

We have agreed to use the services of the following arbitrator(s) from ADR, Inc. ~~of~~ list of neutrals:

We have agreed to use the services of the following co-arbitrator(s) not appearing on ADR, Inc.'s list, identified by name, address and telephone number below:

If we have listed no arbitrator, we request that an arbitrator be appointed by ADR, Inc. in accordance with Article V of its Rules. We agree that the appointed arbitrator should have the following special qualifications:

We agree that the place of the arbitration should be:

We agree that an interpreter is/is not (circle one) required for the arbitration. If an interpreter is required, we have agreed to the following manner and method of selection and payment.

We agree to make deposits for the estimated fees and expenses and to pay any additional fees and expenses for which we are obligated in a timely manner as requested by ADR, Inc. and in accordance with the provisions of Articles XVIII, XIX and XX of the Rules.

Party: _____; Signatory: _____ Date: _____

Party: _____; Signatory: _____ Date: _____

Party: _____; Signatory: _____ Date: _____

Party: _____; Signatory: _____ Date: _____