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AWARD

NASD Regulation, Inc.

CASE: 98-04451

GKN Securities Corp., claimant vs. Ahmed Kareem, respondent.

ATTORNEYS:

Claimant appeared through its Director of Litigation, Katherine Nathan - New York, NY

Respondent appeared Pro Se - New York, NY

DATE FILED: November 24, 1998

CASE SUMMARY: Claimant alleged breach of promissory note.

ARBITRATOR'S REPORT: GKN Securities, Corp. ("GKN") does not make it clear, within the materials it submitted for my consideration, why Mr. Kareem continues to owe the firm money under the promissory note -- and Mr. Kareem denies it. He also asserts that he only received \$3,000 of the \$4,500 promised and that he has not been provided a summary of what has been paid and what was owed, when he asked for it. Had he been, I might have had available a document which would demonstrate the purported \$375 debt more certainly than GKN has here.

GKN's request for \$3,196.21 in unpaid expenses is granted. The primary component of this debt is an unsecured debit in A/C W492-350707 and GKN has established that Mr. Kareem undertook liability for such debits in his Association Agreement. Mr. Kareem's unsupported assertions of illegal contest, excessive expense charges and other bad practices are not sufficient, without more proof, to overcome this written contractual obligation.

Sine GKN will be repaid its losses on the customer debit by Mr. Kareem, Respondent should stand in Claimant's shoes vis a vis that account and his efforts to recover from the customer should be facilitated by GKN. To me, this means that GKN must assign its rights to the debit to Mr. Kareem and extend to him its cooperation in any collection efforts he pursues against the debtor-customer.

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Claim Data

Claim: \$3,571.21
Interest: unspecified
Atty Fees: unspecified
Filing Fees: unspecified
Other: \$0.00

Award Data

Award: \$3,196.21
Interest: \$0.00
Atty Fees: \$500.00
Filing Fees: \$0.00
Other: See item #s 3-8 below.

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) Respondent is liable and shall pay to the claimant \$3,196.21 without pre-Award interest. 2) Respondent is liable and shall pay to the Claimant attorney fees in the sum of \$500.00, pursuant to the Association Agreement and Claimant's request. 3) Upon tendering full payment of the \$3,696.21 (\$3,196.21 + \$500.00) awarded, Respondent shall receive in exchange from claimant, a written assignment of Claimant's rights in connection with the unsecured debit, designated W492-350707 in the Statement of Claim, in the amount of \$3,217.68 plus interest. 4) Claimant shall also provide Respondent with a copy of its collection file regarding W492-35707. 5) Claimant shall also provide Respondent with an affidavit from an authorized employee of GKN Securities, Corp., itemizing which amounts, if any, have been recovered by claimant on the debit through the date of the payment tender. 6) If any recovery has been made, Claimant shall pay Respondent such amount. 7) Interest on any unpaid awarded amount shall begin to accrue 30 days from the date of the Award at a rate of 9% per annum. 8) If any portion of the awarded amount remains unpaid after six months and claimant certifies in writing that it has, in good faith, attempted to comply with the exchange requirements set forth above, the unpaid amount, including any accrued interest, shall become due and payable to Claimant without condition and thus the exchange requirement will lapse. 9) All other relief requests are denied. 10) The \$575.00 filing fee previously deposited with the National Association of Securities Dealers Regulation, Inc. by the Claimant, shall be retained by NASD Regulation, Inc.

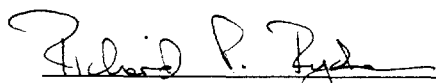
OTHER FEES: Pursuant to Rule 10333 of the Code, claimant has paid to NASD Regulation, Inc. the \$200.00 Member Surcharge previously invoiced.

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AFFIRMATION

I, Richard P. Ryder, Esq., 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 instrument which is my award.



Richard P. Ryder, Esq.

November 19, 1999

Date of award