

IN THE GRAND COURT OF THE CAYMAN ISLANDS

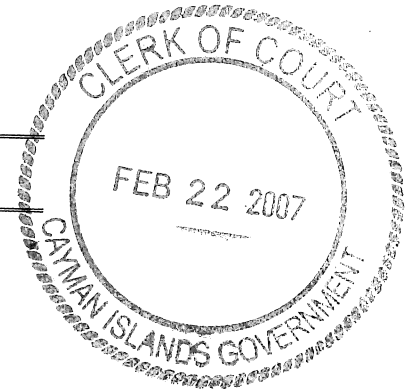
CAUSE NO. 78 OF 2007

IN THE MATTER OF SECTION 94 OF THE COMPANIES LAW (2004 REVISION)

AND IN THE MATTER OF ARTISANS INSURANCE LIMITED



PETITION



TO THE GRAND COURT

The humble petition of Richard Smerud of 2875 Executive Place, Escondido, CA 92029 USA and the other petitioners listed in Appendix 1 to this Petition (together the "Petitioners") shows that:-

1. Artisans Insurance Limited (the "Company") was incorporated and registered as an exempt company on 29 September 1998 under the Companies Law (Revised)(Cap. 22).
2. The registered office of the Company is 2nd Floor, Genesis Building, Dr. Roy's Drive, George Town, PO Box 10027 APO, Grand Cayman, Cayman Islands.
3. The Company's Memorandum of Association provides that the objects for which the Company was established are unrestricted and include, but without limitation, to undertake and carry on all or any kinds of insurance and reinsurance business and to act as consultants, managers, advisers and brokers in connection with all forms of insurance and reinsurance business.

4. The share capital of the Company is US\$20.00 divided into 1,000 Common Shares and 1,000 Preferred Shares, each with a nominal or par value of US\$0.01 each. 104 of the Common Shares and 104 of the Preferred Shares have been issued and are fully paid up. The Company's shares were divided into 1,000 Units. Each Unit consisted of One Common Share (issued at a purchase price of US\$100.00) and One Preferred Share (issued at a purchase price of US\$24,900.00). Each Unit was issued, therefore, with a total purchase price of US\$25,000.00.
5. Each Common Share carries the right to one vote. The Preferred Shares carry no voting rights other than at class meetings convened in accordance with the Company's Articles of Association. Each Member of the Company holding a Common Share is entitled to elect one Director to the Company's Board of Directors.
6. The Company was incorporated in order to provide reinsurance cover in connection with a captive insurance program (the "Insurance Program"). The Insurance Program was formed to provide, at least initially, workers' compensation and employer's liability, commercial general liability and automobile liability insurance cover for the Company's shareholders, or companies affiliated with its shareholders, which cover was underwritten by United States licensed insurance companies. The Company holds a Class B Insurer's licence pursuant to Section 4(2) of the Insurance Law (2004 Revision). The Company stopped writing commercial general liability business after the 2000/2001 policy year.
7. The Petitioners are shareholders in the Company, each holding one Unit comprising One Common Share and One Preference Share in the Company.
8. The Petitioners rely upon the facts and matters set out below in support of their prayer that it is just and equitable that the Company be wound up.

Establishment of the Company

9. The Company's shareholders, or companies affiliated with them, are all speciality contractor or materials supplier businesses involved in the construction industry in California, USA. Each shareholder is, or was at the time they were actively participating in the Insurance Program, a member of the Californian Professional Association of Speciality Contractors ("CalPASC"). CalPASC is a not-for-profit trade organisation representing the interests of specialty contractors in California.
10. CalPASC (or PASC as it was known at the time) was formed at the same time as the Company was incorporated. PASC and the Company were formed by a small group of contractor businesses operating in the construction industry in California (together, the "Promoters") with the assistance of speciality third party insurance advisors, including Captive Resources, Inc. ("CRI") and John Burnham & Company ("John Burnham"). CRI and John Burnham advised the Promoters on, and were responsible for, setting up the Insurance Program, including negotiating the involvement of the primary carrier, Zurich American Insurance Company (the "Program Insurer").
11. It was intended by the Promoters that by incorporating the Company and creating the Insurance Program, this would allow PASC's members to enjoy the benefits of self-insurance, which in turn would assist in promoting the activities of PASC and expanding its membership by attracting additional members. It was also intended by the Promoters that the operations of the Company would assist in funding the operations of PASC.
12. More specifically, the intention of the Promoters in incorporating the Company and creating the Insurance Program was to allow members of PASC to have access to an alternative means of insuring their businesses and to have access to cover that otherwise may not be available to them in the conventional insurance markets. It was intended that the Company would, therefore, allow its members to exert control over their insurance costs and avoid the volatility of the insurance markets by participating in a captive insurance program. It was also intended by the Promoters that the

Insurance Program would operate with a view to returning a profit to the Company's shareholders through the payment of dividends in the event that its business was profitable.

13. As far as the Petitioners are aware the Company was incorporated and the Insurance Program formed without the benefit of specific legal advice from attorneys in the Cayman Islands. Whilst the Memorandum and Articles of Association adopted by the Company were prepared by Cayman attorneys, US attorneys were retained by CRI to advise on all other aspects of the Insurance Program and the preparation of the relevant background documentation.

14. Membership of PASC/CalPASC was a prerequisite to participation in the Company and the Insurance Program. Further, only PASC/CalPASC members who satisfied the defined underwriting criteria established by the Company were entitled to be insured through the Insurance Program. The underwriting criteria specified for participation in the Insurance Program included the following requirements:

14.1 Five years of qualified loss experience.

14.2 Profitable financial condition.

14.3 An "in-place" loss control program or a willingness to install such a program.

14.4 A moral commitment to remain in the Company's Insurance Program for a substantial period of time.

14.5 Exposure to loss that is relatively predictable and a moderate risk of catastrophe.

14.6 Common business philosophy and commitment to loss control.

14.7 The shareholder's representative must be prepared to give his or her time and expertise to the Company, and to attend the Company's Board Meetings.

- 14.8 A loss ratio usually equal to or better than the average for the shareholder's industry.
15. The participants in the Company and the Insurance Program were, therefore, like-minded companies and individuals which had the common goal of managing their insurance needs in as cost-effective manner as possible. By maintaining strict underwriting criteria and effective claims management, the shareholders intended that the Company would be run with a view to making a profit on the business underwritten by it, which could then be distributed to its members by way of dividend payments.
16. The Company was intended and understood by the Petitioners and the other shareholders to be a joint venture with equal participation by all shareholders in the Company's management. In the premises, the Company is a quasi-partnership between the Petitioners and the Company's other shareholders. Each of the Company's shareholders had a fundamental legitimate expectation that the risks and rewards of the venture would be shared equally amongst them in the manner described below.
17. Given the lack of experience within the Company's membership as to the establishment and running of an insurance or reinsurance business, however, the formation and day-to-day operation of the Insurance Program was contracted to third party service providers with experience of and expertise in establishing, managing and operating a reinsurance business. The precise involvement of these service providers in the day-to-day operation of the Insurance Program is set out in more detail below.
18. Following the Company's incorporation in September 1998, at the time of the Company's Board meeting in April 1999 there were just 11 shareholders in the Company. Each of these shareholders, or companies affiliated with them, were also insured under the Insurance Program. Subsequently, the membership of the Company and the entities insured under the Insurance Program increased as is illustrated by the table at Appendix 2 to this Petition.

The Insurance Program

19. The Petitioners' understanding of how the Insurance Program operated is as follows:
 - 19.1 As stated above, shareholders were only entitled to be insured under the Insurance Program if they satisfied a number of set underwriting criteria. However, once permitted to become a member of the Company, the shareholder was expected by the Company to become (or alternatively a company affiliated with that shareholder would become) an insured under the Insurance Program.
 - 19.2 The insurance cover provided to shareholders (or companies affiliated with them) under the Insurance Program was underwritten by the Program Insurer. The Program Insurer, therefore, contracted directly with the Company's shareholders in order to provide the cover, and issued the relevant policies in this regard through John Burnham.
 - 19.3 The Program Insurer was reinsured through reinsurance contracts entered into with the Company, whereby the Company reinsured the Program Insurer in respect of the first US\$250,000 of benefits or damages payable per employee, occupational disease or injury (workers compensation cover) or per occurrence (commercial general liability cover) or per accident (business auto liability cover).
 - 19.4 The Company also reinsured the Program Insurer in respect of an Aggregate Reinsurance Amount, the exact amount of which was calculated by the Company's service providers pursuant to the terms of the reinsurance agreements.
 - 19.5 The reinsurance agreements provided that the Program Insurer remained liable for the payment of a certain level of losses once these had exhausted the Aggregate Reinsurance Amount. The Company's aggregate excess reinsurance

cover for losses in excess of the Aggregate Reinsurance Amount was initially US\$5 million for the 1998/1999 and 1999/2000 policy years, although this was subsequently reduced to US\$3 million for the 2000/2001 and subsequent policy years. However and unbeknown to the Petitioners (and presumably the Company's other shareholders), no reinsurance cover was ever put in place to cover losses which exceeded these amounts, and the Company remained liable to pay such losses.

- 19.6 Shareholders insured under the Insurance Program paid annual premiums in respect of the cover provided to them by the Program Insurer. The premiums payable were calculated in accordance with a formula, which is discussed further below.
- 19.7 The Company received reinsurance premiums in respect of the risks ceded to it by the Program Insurer, which premiums were calculated as a certain percentage of the gross premiums received by the Program Insurer from the insureds. The Program Insurer retained the remainder of the gross premiums paid by insureds as a ceding commission and to cover the payment of all other insurance costs incurred in writing the business, including taxes and other commissions payable in connection with the Insurance Program.
- 19.8 The Company provided security to the Program Insurer in respect of its obligations to pay premiums, losses and loss adjustment expenses to the Program Insurer. This security was provided through an irrevocable and unconditional letter of credit for the account of the Company which named the Program Insurer as a beneficiary. In addition, each shareholder insured under the Insurance Program provided security to the Company in respect of their obligations to pay premium and losses sustained by the Insurance Program through irrevocable and unconditional letters of credit which named the Company as a beneficiary, or alternatively by making cash deposits in this regard.

19.9 It was intended by the Promoters that the Company would ultimately reinsure its exposure to losses arising in connection with the long tail business underwritten through the Insurance Program at the end of a period of 3 years following the end of each policy year. In particular, in promoting the Company and the Insurance Program, CRI represented to potential and new members that the Company would protect itself in this way by “selling the tail”. In investing in the Company, the Company’s members relied upon the representations made by CRI in this regard. However, the Company never obtained any commitment from any third party reinsurance company regarding the reinsurance of the Company’s exposure to such losses and such reinsurance protection was never taken out.

The management of the Company

20. The Company’s Board of Directors consisted of directors appointed by each Common Shareholder, and meetings of the Board took place twice each year. Each Common Shareholder generally appointed themselves, or in the case of a corporate shareholder an officer of that company, as a director of the Company. Therefore, the composition of the Company’s Board is nearly identical to that of the Company’s membership. General meetings of the Company’s members also took place twice each year, and such meetings generally occurred shortly prior to or following Board meetings.
21. The day-to-day running of the Company was delegated by the Company’s Board of Directors to an Executive Committee. The Executive Committee was responsible for the overall operational control of the Company and would run the Company on a daily basis with the assistance of the Company’s service providers. The Executive Committee would also advise and make recommendations to the Board on the more significant matters relating to the operation of the Company’s business and the Insurance Program.
22. The Executive Committee was assisted by the Company’s Finance, Risk Control and Underwriting Committees, which were formed in order to assist the Executive

Committee in dealing with the administrative work arising in connection with these particular aspects of the Company's business. However, tasks associated with elements of the Insurance Program which required any specific expertise were all performed by the Company's service providers. The Finance Committee advised on the investment of the Company's assets and reviewed the Company's annual audited financial statements. The Risk Control Committee set loss control goals for its members and was responsible for liaising with the Company's members with a view to achieving the Company's required loss control targets. The Underwriting Committee handled subscription applications by prospective members of the Company and considered their suitability to be insured under the Insurance Program.

23. The members of the Executive Committee changed over time, and included the Chairperson from each of the Finance, Risk Control and Underwriting Committees. The members of the Finance, Risk Control and Underwriting Committees also changed over time. However, the membership of the Executive, Finance, Risk Control and Underwriting Committees comprised at all times representatives of the Company's shareholders.

24. As stated, given that the Company's officers and directors were inexperienced in managing an insurance or reinsurance company, the Company and its officers and directors (and in particular the Executive, Finance, Risk Control and Underwriting Committees) were completely reliant upon third party management firms, consultants and other professionals in the insurance and reinsurance industry to provide advisory services to the Company to allow it to operate the Insurance Program. The Company entered into a number of agreements with third party service providers in this regard. For example:

24.1 On 16 December 1998, the Company entered into a Consulting Agreement with CRI for the provision of advisory and consulting services on the operation of the Company's business, in return for which CRI was paid fees calculated at 4% of the gross premiums received under the reinsurance policies

underwritten by the Company. The services provided by CRI are set out in greater detail below.

- 24.2 On 16 December 1998, the Company also entered into an Insurance Services and Advisory Agreement with J&H Marsh & McLennan Management (Cayman) Ltd. ("Marsh"), a Cayman Islands company, for the provision by Marsh of administration and management services to the Company, together with other advisory services in respect of all aspects of the Company's business. Marsh acted, therefore, as the Company's insurance manager, and in return for providing these services it was paid an annual fee of US\$30,000.00.
- 24.3 Subsequently, the Company entered into an Insurance Management and Advisory Agreement dated 29 December 2000 with Kensington Management Group Ltd ("Kensington"), a Cayman Islands company, whereby Kensington replaced Marsh as the Company's insurance manager. The Petitioners understand that Kensington is a company controlled by or affiliated with CRI. Kensington provided the Company with administration and management services, together with advisory services in respect of all aspects of the Company's business. The services provided by Kensington (and Marsh) are set out in greater detail below. Kensington was also paid an annual fee of US\$30,000 for the services provided by it pursuant to the Insurance Management and Advisory Agreement.
- 24.4 In addition, the Company entered into service agreements with insurance brokers for the provision of insurance broking services in connection with the Insurance Program. For example, on 1 September 2003 the Company entered into a Professional Services Contract with John Burnham, whereby John Burnham agreed to provide the Company with a range of services in connection with the Insurance Program, including preparing and issuing contracts of insurance, collecting premiums and loss assessments and other claims administration services. In return for providing these services, John Burnham was paid a fee of 8% of the total premiums paid by insureds in

connection with the Insurance Program, which fee was collected directly from the participants in the Insurance Program.

- 24.5 Through its service providers (and in particular CRI), the Company also retained third party actuaries and auditors in connection with its business. In addition, the Program Insurer provided claims administration and loss prevention services.
25. The Executive, Finance, Risk Control and Underwriting Committees (and in turn the Company's Board of Directors) all operated on the basis of the advice received from the Company's service providers, including CRI, Marsh and Kensington. Having little or no experience of operating an insurance or reinsurance company, the members of these Committees (and in turn the Company's Board of Directors) were entirely reliant on the advice provided by the Company's service providers. These entities have, therefore, been intimately involved in all aspects of the operation of the Insurance Program and the management of the Company's business.
26. As a consultant to the Company in respect of the operation of its business, CRI was ultimately responsible to the Board of Directors for ensuring that all decisions made by the Board were carried out by the Company's service providers. CRI attended all Board meetings as a non-voting member and assisted in the planning of these meetings and the matters to be considered. The consulting services provided by CRI included advising the Company on the services provided to it by reinsurers, reinsurance intermediaries, investment advisors, actuaries, banks, accountants and attorneys representing the Company.
27. As the Company's insurance manager, Marsh and Kensington provided a wide range of administrative and management services to the Company, and were responsible for the day-to-day running of the Company during the respective periods in which they were retained as stated above. The services provided in this regard included the following:

- 27.1 Acting as advisor in respect of all insurance company management matters, including the provision of ongoing advice on all matters relating to insurance industry customs, practice and other technical matters.
- 27.2 Executing and issuing on behalf of the Company all policies and contracts of reinsurance.
- 27.3 Negotiating and arranging reinsurance for the Company.
- 27.4 Establishing and maintaining complete and proper books and records for the Company, including the establishment of all necessary reserves, including reserves for unearned premium, loss reserves and reserves for expenses.
- 27.5 Establishing, maintaining and operating the Company in a manner to ensure compliance with the laws of the Cayman Islands.

The Petitioners' involvement in the Company and the Insurance Program

28. The First Petitioner, Mr. Richard Smerud, became a shareholder of the Company in or around September 1998. Mr. Smerud is a director of Surecraft Supply, Inc. ("Surecraft"), and Surecraft was insured under the Insurance Program during the period 1 October 1998 to 30 September 2004. In addition to the sum of US\$25,000 paid on the issue of his Common and Preferred Shares in the Company, Mr. Smerud has paid to the Company cash sums totalling US\$488,484 by way of security collateral. Surecraft has also paid various sums by way of premiums during the policy years in which it was insured under the Insurance Program.
29. The Second Petitioner, Jenstar Enterprises, Inc. DBA Western Door ("Western Door"), became a shareholder of the Company on or around 1 December 1998. Western Door was insured under the Insurance Program during the period 1 December 1998 to 30 September 2004. In addition to the sum of US\$25,000 paid on the issue of its Common and Preferred Shares in the Company, Western Door has paid to the Company sums totalling US\$677,487 by way of security collateral. This

total comprises cash payments of US\$179,900 and a letter of credit in the sum of US\$497,787. Western Door has also paid various sums by way of premiums during the policy years in which it was insured under the Insurance Program.

30. The Third Petitioner, Executive Plumbing, Inc. (“Executive”), became a shareholder of the Company on or around 7 July 1999. Executive was insured under the Insurance Program during the period 1 October 1999 to 30 September 2003. In addition to the sum of US\$25,000 paid on the issue of its Common and Preferred Shares in the Company, Executive has paid to the Company cash sums totalling US\$318,265 by way of security collateral. Executive has also paid various sums by way of premiums during the policy years in which it was insured under the Insurance Program.
31. In common with all of the Company’s shareholders who purchased shares in the Company during this period, each of the Petitioners invested in the Company on the basis of presentations given by, and discussions with, CRI, as well as the contents of an Information Memorandum dated 1 October 1998 (the “Information Memorandum”) prepared by US attorneys instructed on behalf of CRI. In common with the Company’s other shareholders who subscribed to shares at this time, each of the Petitioners entered into Shareholder and Subscription Agreements with the Company, which Agreements were in standard form and were concluded at the outset of each Petitioner’s participation in the Company.
32. The Subscription Agreements entered into by the Petitioners and the Company provide among other things for the following:
 - 32.1 The Subscriber (as defined in the Agreement) understands that its rights and obligations are governed by the Company’s Information Memorandum, the Memorandum and Articles of Association, the Company’s Policies & Procedures Manual, the Shareholder Agreement, the Company’s Experience Rated Premium/Loss Formula (the “ERPLF”) (all in the form attached to the Information Memorandum), and the Subscription Agreement.

- 32.2 The Subscriber acknowledges that the transfer of the Common and Preferred Shares is subject to the provisions of the Shareholder Agreements between the Company and all shareholders, and that the Subscriber will be required to become a party thereto.
- 32.3 The Subscriber understands that the Common and Preferred Shares are subject to restrictions on transfer, that there is no public or other market for the Common and Preferred Shares and that it is unlikely that any such market would develop.
33. The Shareholder Agreements entered into by the Petitioners and the Company provide among other things for the following:
- 33.1 The Shareholders and each of them agree to be bound by the Formula in relation to the calculation of premiums and the distribution of losses and costs amongst the Class Funds (being the separate funds maintained in the Company's books for each shareholder), the obligations of Shareholders to pay assessments, and all related and dependent matters.
- 33.2 Each Shareholder holding a Common Share agrees to provide Acceptable Security to the Company in an amount equal to or greater than the Shareholder Obligations from time to time of such shareholder.
- 33.3 "Acceptable Security" is defined in the Shareholder Agreement as meaning the cash paid to, or letters of credit issued in favour of, the Company or its designee or such other form of security acceptable to the Company to support the Shareholder Obligations of each Shareholder.
- 33.4 "Shareholder Obligations" are defined as meaning the financial obligations due from each Shareholder to the Company, including, but not limited to, premium payments, assessment obligations (including IBNR reserve assessments), losses, fixed costs, legal and administrative costs and charges

generally recognised in insurance accounting, all as may be determined by the Board of Directors of the Company from time to time and whose determination of such obligations shall, absent manifest error, be final and binding on all parties.

- 33.5 The Shareholder Agreement provides that premium assessments made by the Board of Directors for any policy year shall be limited to an amount equal to 100 percent of the "A" Fund (as defined in the ERPLF and which is discussed further below) portion of the premium paid by each Shareholder to the Program Insurer for such policy year.
- 33.6 Each Shareholder undertakes to comply with the provisions of the Memorandum and Articles of Association, and all policies and procedures duly adopted by the Board of Directors of the Company or the Shareholders of the Company in General Meeting.
- 33.7 In the event that the Company ceases to underwrite business introduced by a Shareholder owning a Common Share, the Shareholder will be bound by the Company's run-off procedure and shall not be entitled to receive any monies standing to the credit of the Shareholder's Class Fund until the Board of Directors determines that the distribution of such monies is appropriate.
- 33.8 The Shareholder Agreement also contains provisions relating to the assignment and redemption of shares in the Company. The provisions contain restrictions on the transfer of shares in the Company (which mirror the equivalent provisions contained in the Company's Articles of Association), and provide, *inter alia*, that in the event that a Shareholder ceases to be an insured under the Insurance Program, the Board of Directors may vote to redeem the Common and Preferred Shares held by that Shareholder at a purchase price specified, provided that the purchase price shall be reduced if there are insufficient amounts in the Shareholder's Class Fund. The Shareholder Agreement specifies that the redemption and payment for the redeemed Unit shall be

made within 60 days following the date on which the last policy year for which the Shareholder (or one of its affiliates) was an insured pursuant to the Insurance Program is determined by the Board of Directors of the Company, in its discretion, to be closed.

- 33.9 The Company shall, for each policy year, pay to the Shareholder the Profit Contingent, if any, determined by the Board of Directors with respect to such policy year. Each policy year shall be closed, in the discretion of the Board of Directors, typically no sooner than three years following the end of such policy year, at which time the New Underwriting Profit Earned for such policy year, and the amount of Profit Contingent to be distributed to each Shareholder, shall be determined.
34. The ERPLF referred to in the Subscription and Shareholder Agreements formed one of the exhibits to the Information Memorandum. The ERPLF purported to provide an exhaustive statement as to the calculation of (i) the premiums to be paid by shareholders (or companies affiliated with shareholders) who were insured under the Insurance Program, and (ii) the distribution of losses sustained by the Insurance Program.
35. The ERPLF provides as follows:
- 35.1 The premium payable by a shareholder insured under the Insurance Program is calculated by assessing its contributions to the Company's "A" and "B" Funds in accordance with the mechanism specified in the ERPLF. The Company's A Fund is used to pay losses incurred by the Company of up to US\$75,000 per occurrence. The Company's B Fund is used to pay losses incurred by the Company above US\$75,000 up to a maximum of the Company's retention, being US\$250,000. The contributions made by each insured to the A and B Funds are calculated on the basis of an actuarial assessment of its expected losses for the current policy year in accordance with provisions contained in the ERPLF.

- 35.2 Each shareholder insured also contributes to the Company's Fixed Costs, which are defined in the ERPLF as including the fees and other operating costs to be incurred by the Company in running its business. The Fixed Costs of the Company for each policy year are allocated amongst all of the Company's shareholder insureds in the same proportion as that of each shareholder insured's contributions to the A and B Funds to the total sums held in the A and B Funds.
- 35.3 The annual premium payable by a shareholder insured is, therefore, calculated on the basis of the 'A+B+FC' formula.
- 35.4 The ERPLF specifies that the maximum additional costs that can be assessed to a shareholder insured as additional claims costs due to an unsatisfactory loss level is an amount equal to its original A Fund contribution for the relevant policy year. Accordingly, the maximum cost that a shareholder insured will pay in any policy year is calculated on the basis of the '2(A)+B+FC' formula.
- 35.5 In the event that a shareholder insured's losses for a particular year exceed its maximum contributions to the A and B Fund, the ERPLF provides that the excess losses are to be risk shared amongst the other shareholder insureds. However, the ERPLF specifies that in no case shall a shareholder insured pay more than its maximum assessment calculated in accordance with the '2(A)+B+FC' formula.
- 35.6 The ERPLF specifies that each shareholder insured's surplus security assessment, which is held as security to meet the surplus needs of the Company, is calculated as an amount equal to half of that insured's A Fund contributions multiplied by the number of open program years up to a maximum of one and a half times the average A Fund balance. The ERPLF states that each insured's surplus security assessment is available "*to secure all open [policy] years*", although the ERPLF does not specify whether the security is available to secure all open policy years in which that insured participated in

the Insurance Program or whether the security is available to secure all open policy years regardless of whether the insured participated in the Insurance Program in that year or not.

36. The Company was, therefore, incorporated on the basis of the fundamental principle that each shareholder insured's maximum liability in terms of its premium payments and contributions to losses suffered in any policy year would not exceed a maximum sum calculated in accordance with the '2(A)+B+FC' formula. Each Petitioner was told by CRI on subscribing to their shares that their maximum exposure to losses incurred by the Insurance Program would be calculated in accordance with the '2(A)+B+FC' formula, and this was reiterated on a number of occasions. For example, the presentation shown to prospective members of the Company highlighted the fact that each member had a maximum exposure to the Company's losses and this was the common understanding of all the Company's shareholders. The Petitioners would not have invested in the Company had it been represented to them that they could face an unlimited exposure to contribute towards losses sustained by the Company in the event that the claims made against the Insurance Program were higher than anticipated.
37. Following the incorporation of the Company, the '2(A)+B+FC' formula was amended on a number of occasions on the renewal of the reinsurance agreement between the Company and the Program Insurer. For example, on 28 August 2001, 12 March 2002, 27 August 2002, 26 August 2003 and 20 August 2004 the formula was amended by the Company's Board of Directors to 2.68(A)+B+FC, 2.5(A)+B+FC, 2.7(A)+B+FC, 2.3(A)+B+FC and back to 2(A)+B+FC respectively in light of the recommendations of the Company's service providers to this effect. These amendments to the formula took effect from the date of the relevant renewal of the reinsurance agreement between the Program Insurer and the Company onwards. However, notwithstanding these changes the principle remained that each shareholder would have a maximum liability in respect of contributions towards losses sustained by the Company in connection with the Insurance Program. This remained the understanding of the Petitioners and the Company's other shareholders.

Grounds to wind up the Company

Losses incurred likely to exceed aggregate excess reinsurance protection

38. The Company's audited Financial Statements as at 30 September 2005 stated that the ultimate loss projections prepared by the Company's actuaries indicated that the losses incurred during the 30 September 2000 and 30 September 2001 policy years would exceed the Aggregate Reinsurance Amount. However, the Financial Statements stated that the Company's management did not believe it to be probable that the losses would exceed the Company's aggregate excess reinsurance cover provided by the Program Insurer. The Financial Statements also stated that in the opinion of the Company's management, the Company's reserves for losses and loss expenses were adequate to cover the estimated ultimate liability for losses and loss expenses as at 14 March 2006.
39. Notwithstanding this, the business written by the Insurance Program in the 1998/1999, 1999/2000 and 2000/2001 policy years (and in particular the workers' compensation and commercial general liability cover underwritten in these years) has produced higher than anticipated losses. In fact, recent actuarial projections prepared for the Insurance Program suggest that the losses incurred in the 1998/1999 and 2000/2001 policy years will exceed the Company's aggregate excess reinsurance cover by a figure which is estimated to be in the region of US\$8 million. The Company does not have any reinsurance cover which would protect it against these losses, and as a consequence the Company is now faced with the prospect of having to meet these losses.
40. The Company's Articles of Association and the ERPLF do not specify how such losses are to be paid by the Company's shareholders and those insured under the Insurance Program. As a consequence, the Company has sought to impose the primary liability for meeting these losses on the minority group of shareholders, including the Petitioners, who participated in the relevant policy years.

Allocation of Excess of Aggregate Losses

41. During the annual meeting of the Company's Board of Directors held on 14 and 15 August 2006, a draft resolution was proposed to the Board (the "Resolution"). The Resolution acknowledged the possibility that losses (defined as the "Excess of Aggregate Losses") in one or more of the 1998/1999, 1999/2000 and 2000/2001 policy years (the "Policy Years") would exceed the Company's aggregate excess reinsurance protections; that the Company's Articles of Association did not contain any provisions dealing with the allocation of such losses amongst the Company's members; and that the losses fell outside of the ambit of the ERPLF. Nevertheless, the Resolution proposed a mechanism for allocating the Excess of Aggregate Losses in accordance with a stated formula primarily between members of the Company who were insured during the Policy Years (the "GL members").

42. A short time after the Resolution was put forward, and notwithstanding objections by the Petitioners and a number of others as to the short notice given in respect of the Resolution and whether this was in fact in the best interests of the Company, the Resolution was passed by a majority of the Company's Board on 15 August 2006. The Resolution provided as follows:
 - 42.1 The Resolution stated that the Company had been formed with two guiding principles, namely that (i) each shareholder insured's maximum liability in terms of its premium payments and contributions to losses suffered in any policy year would not exceed the amount calculated in accordance with the '2(A)+B+FC' formula; and (ii) each policy year was separate and distinct from all other policy years, such that no excess liability from any one policy year would spill over into any other policy year.

 - 42.2 Notwithstanding this, the Resolution categorised the Excess of Aggregate Losses as a Shareholder Obligation (as defined in the Shareholders Agreements) payable by those who were members of the Company during the Policy Years

only, such being separate and distinct from the limits on payments specified in the ERPLF.

- 42.3 The Excess of Aggregate Losses were primarily allocated between (i) a reserve fund established by the Company's service providers (defined as the "Vendor Fund"), (ii) the Class Funds of the members who had incurred losses in excess of the '2(A)+B+FC' formula for any of the Policy Years (defined as the "Loss Incurring Members") and (iii) the Class Funds of the Company's other members during the Policy Years (defined as the "Risk Sharing Members"). The Resolution allocated the Excess of Aggregate Losses up to the amount of US\$7,918,000 between these in the proportion 25:60:15 respectively.
- 42.4 The Resolution stated that the Loss Incurring and Risk Sharing Members acknowledged their responsibility to pay their share of the first US\$7,918,000 of the Excess of Aggregate Losses. However, this statement was false in that a number of the Loss Incurring and Risk Sharing Members raised objections to the passing of the Resolution, and in opposing the allocation of the Excess of Aggregate Losses proposed they rejected any such responsibility.
- 42.5 The Resolution also contained an allocation of a proportion of the Excess of Aggregate Losses between US\$7,918,000 and US\$10 million between the Company's service providers and the Company's members for the 2004/2005 and 2005/2006 policy years, with the balance being payable from the Company's investment income. The Resolution specified that the contribution in this regard from the Company's service providers was to include the return of the Legal Defense Fund from CalPASC of at least US\$350,000. The Legal Defense Fund comprised voluntary payments made by the Company to CalPASC in order to fund legal action of benefit to the entire membership of CalPASC.
- 42.6 Notwithstanding the above, the Resolution provided for the appointment of two special committees, the first of which consisted of Loss Incurring and Risk

Sharing Members (defined as the “GL Committee”) and the second of which comprised members of the other policy years (defined as the “Non-GL Committee”). The Resolution provided that the GL Committee should have 45 days to prepare proposed resolutions as to how the Excess of Aggregate Losses should be allocated amongst the Loss Incurring and Risk Sharing Members. The Resolution stated that the Non-GL Committee should then consider whether to accept or reject the proposed resolutions, and in the event of the latter stated that the Company’s Executive Committee should prepare special resolutions in the terms of the Resolution to be passed by the Company’s members at the next general meeting of the Company to be held in March 2007.

43. The time period of 45 days specified in the Resolution as described in paragraph 42.6 above has now passed without any alternative resolutions being proposed.
44. On 23 January 2007, a meeting of the Company’s GL members took place. At the meeting, a number of documents pertaining to the Excess of Aggregate Losses were circulated by the Company to the GL members, which included the following:
 - 44.1 A letter of advice dated 6 November 2006 from Turner & Roulstone, a Cayman firm of attorneys engaged by Kensington on behalf of the Company to advise on the Company’s ability to allocate the Excess of Aggregate Losses in the manner provided in the Resolution. In the letter, Turner & Roulstone stated that in their opinion the liability for the Excess of Aggregate Losses could be allocated by the Company’s directors amongst its members. (Notably, the letter of instruction sent to Turner & Roulstone was not circulated with the letter of advice. A copy of the letter of instruction in this regard dated 11 September 2006 was subsequently provided to the Petitioners, which highlighted the limited nature of the advice sought by the Company. Turner & Roulstone were only asked to advise on the terms of the Resolution and the Company’s ability to collect the Excess of Aggregate Losses from its

shareholders; they were not instructed to conduct a comprehensive legal review of the Company's position and the options available to it.)

- 44.2 Schedules showing the proposed allocation of the Excess of Aggregate Losses in accordance with the Resolution, and in particular the allocation of 75% of the Excess of Aggregate Losses (US\$5,938,500) amongst the GL members.
 - 44.3 A draft set of rules for the billing and collection of the proportion of the Excess of Aggregate Losses attributed to the GL members.
 - 44.4 A draft "Bad Debt" policy to apply in the event that any assessments allocated to shareholders were not paid. The draft Bad Debt policy provided that a bad debt would only arise once a member's capital, collateral and underwriting equity from any year in which it participated in the Insurance Program was exhausted, and once the Finance Committee had concluded that all collection activities had been exhausted. The draft policy provided that any such bad debt would be allocated to all members in the policy years in which the member causing the bad debt participated and which had outstanding liabilities.
 - 44.5 A draft Shareholders' Special Resolution, which mirrored the terms of the Resolution but with certain amendments, including reference to the proposed rules for the collection and billing of assessments allocated to the GL members and the Bad Debt policy.
45. The draft Shareholders' Special Resolution is due to be considered and voted upon at the next general meeting of the Company to be held in March 2007.

Inequities arising from the Resolution

- 46. The Resolution is contrary to the fundamental basis upon which the Company was incorporated and upon which the Petitioners agreed to subscribe to their shares in the Company, namely that each shareholder insured's maximum liability in terms of its

premium payments and contributions to losses suffered in any policy year would not exceed a maximum sum calculated in accordance with the '2(A)+B+FC' formula. The Petitioners had legitimate expectations that their participation in the Company and the Insurance Program would be governed on this basis. However, the Resolution constitutes a clear departure from this common understanding and seeks to impose on the Petitioners the liability to make contributions to the Company's losses which are far in excess of the '2(A)+B+FC' formula.

47. In the event that contributions deemed as owing pursuant to the terms of the Resolution are not paid by any of the GL members, the Company will seek to use the sums paid by each GL member to the Company (comprising the sums paid (i) by way of capital in subscribing for their shares in the Company, (ii) by way of underwriting premiums in respect of all years in which the member (or a company affiliated with the member) was insured under the Insurance Program, and (iii) by way of security collateral (together with the sums accrued as interest on such collateral)) as payment in satisfaction or in part payment of these contributions. However, the Company is not able to have recourse to such equity in order to meet the contributions deemed as owing in the Resolution without acting contrary to the Petitioners' legitimate expectations as to the running of the Company and the Insurance Program and without being oppressive to their interests as a consequence. In addition, in using its capital in this way it is unclear what impact this will have on the Company's ability to run its business and whether the Company will need to seek additional capital from its members as a consequence.
48. A total of just 28 of the Company's members (or companies affiliated with them) were insured during the Policy Years, which compares with a total of 104 members who currently hold shares in the Company. The Company's Board is controlled, therefore, by the Non-GL members, and the Petitioners (and the other GL members) are in a clear minority. By passing the Resolution, the majority of the Company's members are seeking to impose the liability for the Excess of Aggregate Losses on the Company's minority shareholders in a manner which is in conflict with the fundamental basis upon which the Petitioners agreed to participate in the Company.

49. Neither the Company's Articles of Association nor the documentation which formed the basis for the members' subscription to their shares in the Company deals with the situation currently faced by the Company. For the reasons stated above, the Company cannot lawfully seek to allocate the predominant liability for the Excess of Aggregate Losses to the GL members. In the circumstances, the Company has the alternative options of either (i) pursuing legal action against its third party service providers for allowing the Company to be put in this position; (ii) seeking contributions from the entirety of the Company's membership towards the Excess of Aggregate Losses; or (iii) seeking to dissolve the Insurance Program and returning to each member its equity and security collateral held by the Company. However, the Company, acting by a majority of its Directors and therefore a majority of its shareholders, has instead sought to impose the predominant liability for the Excess of Aggregate Losses on the GL members. In the circumstances, it is inequitable for the Company to seek to do so.
50. For the above reasons, the Resolution is unfairly prejudicial and oppressive to the interests of the Petitioners.

Loss of confidence in the Company's management

51. As a consequence of the above, the Petitioners have justifiably lost all confidence in the competence of the Company's management. The Petitioners also rely on the following examples which illustrate the lack of competence of, and justify the Petitioners' loss of confidence in, the Company's management.
52. The Petitioners rely on the fact that the solution proposed by the Company's management though the Resolution is fundamentally flawed for the following reasons:
- 52.1 The Resolution relies upon contributions to the Excess of Aggregate Losses from the Company's service providers, although the Resolution is clearly not binding on these entities. The Resolution refers to an agreement reached in this regard, although the Petitioners have not been informed of the terms of any such agreement and it remains to be seen whether the Company's service

providers will in fact make the specified contributions to the Excess of Aggregate Losses.

- 52.2 The Resolution provided that contributions by the Company's service providers to the Excess of Aggregate Losses will include the return by CalPASC of the Legal Defense Fund. However, CalPASC has since determined that it cannot pay this sum to the Company. Given its status as a not-for-profit, tax exempt organisation, the Petitioners are aware that CalPASC has been advised that it would be contrary to the terms of its tax exempt status for it to pay this sum to the Company. The Resolution and the draft Shareholders' Special Resolution fail to deal with this issue.
- 52.3 Although the Resolution specifies that contributions from various sources should be made towards the Excess of Aggregate Losses up to the sum of US\$10 million, it does not state the order in which these contributions are to be made. For example, in terms of the Excess of Aggregate Losses up to the sum of US\$7,918,000, it is unclear whether the Vendor Fund should be depleted before any GL member makes any contribution or whether contributions should be made by GL members from the very first dollar of the Excess of Aggregate Losses in the proportions specified.
- 52.4 Notwithstanding the draft Bad Debt policy now proposed, no provision has been made for what should happen in the event that any particular shareholder is unwilling or unable to pay the contributions towards the Excess of Aggregate Losses allocated to it. The draft Bad Debt policy provides that such bad debt will be allocated to all members in the policy year in which the relevant member causing the bad debt participated and which had the outstanding liabilities. In light of this, there is no incentive for the majority of the Company's members and directors to pursue the collection of bad debt and incur the costs associated with this, given that the bad debt will simply be passed on to the other members in the relevant policy year. However, the draft policy does not resolve what should happen in the event that all of the

other members in the policy year refuse to bear such additional sums allocated to them as a consequence. The bad debt arising as a consequence of the Resolution, and the litigation expense associated with such bad debt, is potentially significant and the Company has no way of resolving the potential issues arising from this.

- 52.5 The Resolution only proposes a mechanism for dealing with a limited amount of the Excess of Aggregate Losses up to US\$10 million. Even if valid, the Resolution fails, therefore, to provide an answer to the full extent of the Excess of Aggregate Losses. The full extent of these losses is presently unknown. Indeed, on 12 February 2007 CRI stated that the latest estimate from the Company's actuary was that the Excess of Aggregate Losses would potentially exceed US\$10 million. Given the relevant statute of limitations in California, it is possible that claims under the general liability business underwritten in the 2000/2001 policy year will continue to be made under the Insurance Program until 2013. To the extent that the Excess of Aggregate Losses exceed US\$10 million, given the terms of the Resolution it appears likely that the Company will also seek to impose the predominant liability for any losses exceeding this sum on the GL members.
53. The Petitioners also rely on the following examples which further illustrate the lack of competence of the Company's management:
- 53.1 The Excess of Aggregate Losses are a product of a lack of underwriting control and/or due to the Company having inadequate aggregate excess reinsurance cover in place, and in particular in respect of the Policy Years. The excess reinsurance cover in place for the Policy Years was US\$5 million for the 1998/1999 and 1999/2000 policy years and US\$3 million for the 2000/2001 policy year. It is clear that the reinsurance cover in place for at least the 1998/1999 and 2000/2001 policy years was inadequate to cover the business being underwritten in connection with the Insurance Program. There is no apparent reason why the Company should have been advised to reduce its

aggregate excess reinsurance cover to US\$3 million for the 2000/2001 and subsequent policy years.

- 53.2 The Company failed to take out appropriate “stop loss” reinsurance cover in order to protect it against exposure to losses of this nature. It was contemplated in the Information Memorandum that the Company would avail itself of such protection to ensure that a cap was placed on the losses that the Company would have to pay in any policy year. Indeed, the only way that the Company could operate in accordance with the fundamental principle of each member having a maximum liability in respect of the losses sustained by the Company was if such reinsurance cover was taken out.
- 53.3 The stated intent of reinsuring the Company’s exposure to losses arising in connection with the long tail business underwritten by the Insurance Program after a period of 3 years following the end of each policy year was never put into effect. The Company never obtained any commitment from any third party reinsurance company for the reinsurance of the Company’s exposure to such losses and this additional reinsurance protection was never put in place. Further, no other contingency was ever put in place for dealing with the potential liability for long tail business.
- 53.4 As stated above, the management of claims arising under the Insurance Program has been delegated by the Company to the Program Insurer. However, there is little incentive for the Program Insurer to properly manage these claims given that the Company is liable for paying the first US\$250,000 of such claims. The only motivation for the Program Insurer is to ensure that claims do not exceed US\$250,000, the point at which it would start to have an exposure to the relevant claim. Further, the fee payable to the Program Insurer for managing claims is based on a set percentage of the total amount of the claim, such that larger claims result in increased claims management fees payable to the Program Insurer. In addition, higher claims result in increases in premiums paid by insureds to the Program Insurer for cover under the

Insurance Program. The Insurance Program, therefore, encourages and rewards poor claims management.

- 53.5 As a consequence, the claims management undertaken in connection with the Insurance Program has been of a poor standard, with significant payments being routinely made in settlement of claims pursued against insureds which should have been resisted or settled at a significantly lower level. Further, the Program Insurer has been able to maintain this status quo, for example by preventing members from selecting their own defence attorneys to act in respect of claims pursued against them. It was intended by the Promoters at the outset of the Insurance Program that members would be able to select their own defence counsel to ensure the full and proper defence of claims brought against them and to assist in lowering losses incurred by the Insurance Program. However, the Petitioners are aware of at least one occasion in which members have been prevented by the Program Insurer from doing so.
- 53.6 For example, Executive, the Third Petitioner, was informed by the Program Insurer on 24 January 2007 that the Program Insurer would no longer retain the services of Executive's selected firm of attorneys, Hines Smith Carder, as a consequence of the firm allegedly refusing to comply with litigation management guidelines and failing to provide timely information with respect to claims pursued against Executive. No particularisation of these allegations has been provided, which remain entirely unfounded. Notwithstanding this, the Program Insurer has refused to allow Executive to retain Hines Smith Carder in connection with any new claims made against Executive.
- 53.7 In the circumstances, it was inappropriate for the Company to delegate its claims management to the Program Insurer, and this function should have been delegated to an independent company with no other involvement in the Insurance Program. The Company should also have exercised a higher degree of supervision over the claims management being undertaken by the Program Insurer.

- 53.8 It has also transpired that the Program Insurer has incorrectly allocated a large number of claims arising under a number of different policy years to just one policy year (the 2000/2001 policy year) for the purposes of paying these claims. There is no or no good reason why this should have occurred and this further illustrates the poor manner in which claims made under the Insurance Program have been handled by the Program Insurer. This issue also casts doubt on the figures presented by the Company to its members regarding the losses stated to have been incurred by the Company in the 2000/2001 policy year, and whether these have in fact exceeded the Company's aggregate excess reinsurance protections in this year.
- 53.9 The Petitioners have become aware that one former member of the Company, Production Framing Systems, Inc., has been allowed to redeem its shareholding and has had its security collateral returned to it, notwithstanding the fact that it was a participant in the Insurance Program during the Policy Years. The circumstances have not been explained to the Petitioners (or as far as they are aware any of the Company's other members), and this issue was never considered and voted upon by the Company's Board of Directors as required by the Company's Articles or (again, as far as the Petitioners are aware) by the Company's Executive Committee.
- 53.10 This redemption was clearly in breach of the procedure specified for the redemption of shares in the Shareholders Agreement and the Company's Articles of Association, which provide that a redemption shall not occur until the last policy year in which the relevant member was insured under the Insurance Program has closed. None of the Policy Years have been deemed closed by the Company's Board of Directors. Notwithstanding this, Production Framing Systems, Inc. was allowed to redeem its shares without facing any further assessments in connection with the losses sustained by the Insurance Program during the Policy Years.

- 53.11 The Petitioners have also become aware that the Company's actuary was told to make assumptions in connection with its assessment of the Insurance Program which were patently false. Again, the circumstances have not been fully explained to the Petitioners. However, the Petitioners understand that the Company's actuary was told to assume in its assessment of the losses incurred by, and the premium to be paid in connection with, the Insurance Program that construction defect litigation would not produce any claims under the general liability cover written by the Insurance Program. However, claims arising from construction defect litigation have always been a real possibility for the Company's members and the possibility of losses being incurred by the Insurance Program in connection with such claims remains. The Petitioners (and presumably the Company's other shareholders) were unaware until recently that the Company's actuary had been told to make such an assumption, and there is simply no valid basis upon which such an assumption could have been made.
54. Given the above, the Company has potential claims against its third party service providers arising from the Company's inadequate reinsurance protections, the lack of underwriting control, the improper and/or poor standard of claims management undertaken in connection with the Insurance Program and the generally poor manner in which the Company's affairs have been run. However, the Company acting through its Board of Directors is not pursuing such claims. Instead, the Company is seeking to impose the predominant liability for the Excess of Aggregate Losses on a minority group of shareholders, including the Petitioners.
55. This appears to be based on the advice of the Company's service providers, and in particular CRI and attorneys instructed by CRI. However, given the potential exposure faced by CRI, CRI has a clear conflict of interest in this matter. CRI's interests are in clear conflict with the best interests of the Company and its members, and CRI is unable, therefore, to provide the Company and its officers and directors with independent advice on these issues. However, notwithstanding this CRI's advice on this matter has been blindly followed by the Company acting through a majority of

its Board of Directors. The manner in which the Executive Committee (and in turn the majority of the Company's Board of Directors) has blindly followed CRI's advice and effectively delegated the handling of this matter to CRI provides yet further illustration of the poor manner in which the Company's affairs have been run.

56. Given the above, the Petitioners have justifiably lost all confidence in the competence of the Company's management.

Tangible interest in the winding-up

57. On being wound-up, there is likely to be a surplus of assets belonging to the Company available for distribution to its members, even taking into the account the Company's liability to pay the Excess of Aggregate Losses. As at 31 March 2006, the Company's unaudited financial statements indicated that the Company had total assets of US\$77,298,095 with liabilities and reserves of US\$44,852,828, leaving total shareholders' equity in the sum of US\$32,445,267. This sum included net equity belonging to the First, Second and Third Petitioners of US\$664,650, US\$900,838 and US\$220,034 respectively, inclusive of the security collateral paid by the Petitioners to the Company.

58. In addition, the Company has potential claims against its third party service providers for the reasons stated above. These claims have a realistic prospect of succeeding and are likely, therefore, to result in the Company making a recovery from its third party service providers in respect of its exposure to the Excess of Aggregate Losses.

59. Each of the Petitioners has, therefore, a tangible interest in the winding-up of the Company.

Redemption requests

60. The Petitioners have written to the Company to seek the redemption of their shares and the return of the sums invested by them in the Company by way of capital and security collateral, together with their equity represented by the premiums paid by

them whilst insured under the Insurance Program. No response to these requests has as yet been received. On the basis that their redemption requests cannot or will not be permitted, the Petitioners have no other way of ending their participation in the Company and exiting the joint partnership. The Petitioners' only remedy is, therefore, to seek the winding-up of the Company on the ground that it is just and equitable to do so.

Conclusion

61. In the premises, the affairs of the Company have been conducted in such a way:
 - 61.1 that they are likely to deprive the Petitioners of the sums invested by them in the quasi-partnership by seeking to impose the liability for the vast majority of the Excess of Aggregate Losses on them and the other GL members;
 - 61.2 as to be in breach of the common understanding between the Petitioners and the other shareholders in the Company;
 - 61.3 as to be in breach of the Petitioners' legitimate expectations held in connection with their participation in the Company and the Insurance Program; and
 - 61.4 as to be prejudicial and oppressive to the Petitioners.
62. The quasi-partnership between the Petitioners and the other shareholders in the Company has as a consequence irretrievably broken down and the Petitioners have justifiably lost all confidence in the Company's management.

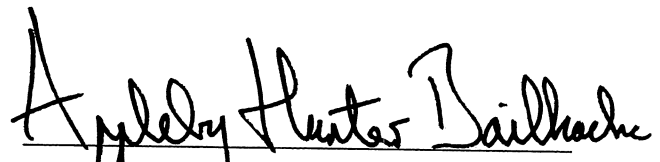
YOUR PETITIONERS THEREFORE HUMBLY PRAY THAT:-

1. The Company be wound up by the Court pursuant to the Companies Law on the ground that it is just and equitable to do so.

2. Fit and proper persons be appointed as official liquidators of the Company.
3. Such other orders be made as the Court shall deem fit.
4. The costs of this Petition be provided for.

AND your Petitioners will ever pray etc.

Dated the 22nd day of February 2007.


APPLEBY HUNTER BAILHACHE

NOTE: This petition is intended to be served upon the Company at its registered office.

THIS PETITION was presented by Appleby Hunter Bailhache, attorneys for the Petitioners, whose address for service is that of their said attorneys, namely Clifton House, 75 Fort Street, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref. JW/CJE/11549.001)

APPENDIX 1

1. Jenstar Enterprises, Inc. dba Western Door
719 Palmyrita Avenue
Riverside, CA 92507
USA

2. Executive Plumbing, Inc.
9129 Stellar Court
Corona, CA 92883
USA

APPENDIX 2

Date	Total number of members	Total number of participants in Insurance Program
12 April 1999	11	11
13 August 1999	15	15
6 August 2000	20	20
9 September 2000	20	20
9 February 2001	28	28
11 February 2002	31	27
28 August 2002	31	27
21 February 2003	35	32
1 August 2003	45	39
17 March 2004	69	58
6 August 2004	72	61
21 February 2004	85	69
3 August 2005	95	79
3 August 2006	104	83