#### THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

### BEFORE THE COURT-APPOINTED REFEREE IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY DISPUTED CLAIMS DOCKET

In Re Liquidator Number: 2014-HICIL-57

Proof of Claim Number: INSU133139-01, INSU239165

Claimant Name: JJSA Liquidating Trust

#### **CLAIMANT'S MANDATORY DISCLOSURES**

JJSA Liquidating Trust herein, hereby submits its Mandatory Disclosures pursuant to Section 14(b) of the Court's Restated and Revised Order Establishing Procedures Regarding Claims Filed with the Home Insurance Company in Liquidation.

- Amount Due Claimant. Claimant is due \$125,051.53, which is the amount stated on the Proof of Claim, plus interest accrued in the interim years.
- 2. Method of Calculation. In Spring of 2001, Home Insurance Company drew down Letter of Credit for Jitney Jungle Stores and placed funds in escrow. A portion of the excess escrow funds were returned in June 2001. This claim represents the remaining excess escrow fund and interest through January 9, 2015. See Exhibit 1- Attached.
- 3. Approximately nine years following the filing of the Proof of Claim, the Liquidator informed Claimant of its position that expenses are part of the deductible under policy WC173411 for policy year 5/1/91-5/1/92 and for that reason, the Liquidator alleges that Home can apply the remaining escrow funds to recover these expenses.

- 4. Claimant objects to the Liquidator's position on expenses based on contract language and past dealings.
- 5. Additional Supporting Evidence.
  - a. Notice of Disputed Claim 2014-HICIL0-57 (Item A of Case File)
  - b. Proof of Claim with attachment (Item B of Case File)
  - c. Updated Claim Calculation (Exhibit 1 Attached)
  - d. Liquidator's Notice of Determination dated 6/24/14 (Item C of Case File)
  - e. Objection to Notice of Determination dated 8/19/14 with attachments (Item D of Case File)
  - f. Letter from Sylvie Robinson, Jitney Liquidating Trust, to Karen Tisdell, Home Insurance Company in Liquidation dated 6/10/14 (Item M of Case File)
  - g. Letter from Karen Tisdell, Home Insurance Company in Liquidation, to Sylvie Robinson, Jitney Liquidating Trust, dated 6/13/14 (Item N of Case File)
  - h. Policy WC 173411 effective 5/1/91-5/1/92 issued to Jitney Jungle Stores of America (Item E of Case File)
  - Worker's Compensation and Employers' Liability Deductible Reimbursement and Security Agreement between Jitney Jungle Stores of America, Inc. and the Home Indemnity Company effective 5/1/91-5/1/92 (Item F of Case File)
  - j. Worker's Compensation and Employers' Liability Deductible Reimbursement and Security Agreement between Jitney Jungle Stores of America, Inc. and the Home Indemnity Company effective 5/1/92-5/1/93 (Exhibit 2 – Attached)

- k. Worker's Compensation and Employers' Liability Deductible Reimbursement and Security Agreement between Jitney Jungle Stores of America, Inc. and the Home Indemnity Company effective 5/1/93-5/1/94 (Exhibit 3 Attached)
- Memo from Karen Tisdell, Home Insurance Company in Liquidation, to Sylvie D. Robinson, JJSA Liquidating Trust, dated May 18, 2005, plus attachments (Exhibit 4 – Attached)
- m. Email from Marianne Carreau, Home Insurance Company in Liquidation, to Sylvie D. Robinson, JJSA Liquidating Trust, dated November 14, 2007, plus attachments (Exhibit 5 – Attached)
- n. Email from Marianne Carreau, Home Insurance Company in Liquidation, to Sylvie D. Robinson, JJSA Liquidating Trust, dated February 3, 2009 (Exhibit 6 Attached).
- Email from Marianne Carreau, Home Insurance Company in Liquidation, to
   Sylvie D. Robinson, JJSA Liquidating Trust, dated January 11, 2011 (Exhibit 7 Attached)
- Email from Karen Tisdell, Home Insurance Company in Liquidation, to Sylvie D.
   Robinson, JJSA Liquidating Trust, dated June 26, 2013 (Exhibit 8 Attached)
- q. Email from Karen Tisdell, Home Insurance Company in Liquidation, to Sylvie D.
   Robinson, JJSA Liquidating Trust, dated July 31, 2013, plus attachments (<u>Exhibit 9 Attached</u>)
- r. Premium Agreement (Incurred Loss Retrospective Plan) (Exhibit 10-Attached)

6. Claimant reserves the right to amend or modify the above.

Respectfully submitted

JJSA Liquidating Trust

By: Sylvie D. Robinson, Administrative Officer

1855 Lakeland Drive, Suite D-20

Jackson, MS 39216

(601) 362-4490

#### **CERTIFICATE OF SERVICE**

I, Sylvie D. Robinson, hereby certify that on this the 8<sup>th</sup> day of January, 2015, a copy of this document was forwarded electronically and mailed via Federal Express to:

Eric A. Smith, Esquire Rackeman, Sawyer & Brewster 160 Federal Street Boston, MA 02100-1700

Sylvie D. Robinson

#### Home Insurance - LOC Draw down

		_				
Date	Dave	Beginning	_			Ending
Date	Days	Balance	Activity	Interest Rate	Interest	Balance
4/30/01						
5/31/01	31	345,495.53				345,495.53
6/30/01	30	346,815.53	(200 040 00)	4.50%	1,320.00	346,815.53
7/31/01	31	67,179.53	(280,919.00)	4.50%	1,283.00	67,179.53
8/31/01	31	67,436.53		4.50%	257.00	67,436.53
9/30/01	30	67,694.53		4.50%	258.00	67,694.53
10/31/01	31	67,944.53		4.50%	250.00	67,944.53
11/30/01	30	68,204.53		4.50%	260.00	68,204.53
12/31/01	31	68,456.53		4.50%	252.00	68,456.53
1/31/02	31	68,718.53		4.50%	262.00	68,718.53
2/28/02	28	68,981.53		4.50%	263.00	68,981.53
3/31/02	31	69,219.53		4.50%	238.00	69,219.53
4/30/02	30	69,484.53		4.50%	265.00	69,484.53
5/31/02	31	69,741.53		4.50%	257.00	69,741.53
6/30/02	30	70,008.53		4.50%	267.00	70,008.53
7/31/02	31	70,267.53		4.50%	259.00	70,267.53
8/31/02	31	70,536.53		4.50%	269.00	70,536.53
9/30/02	30	70,806.53		4.50%	270.00	70,806.53
10/31/02	31	71,068.53		4.50%	262.00	71,068.53
11/30/02	30	71,340.53		4.50%	272.00	71,340.53
12/31/02	31	71,604.53		4.50%	264.00	71,604.53
1/31/03	31	71,878.53		4.50%	274.00	71,878.53
2/28/03	28	72,153.53		4.50%	275.00	72,153.53
3/31/03	31	72,402.53		4.50%	249.00	72,402.53
4/30/03	30	72,679.53		4.50%	277.00	72,679.53
5/31/03	31	72,948.53		4.50%	269.00	72,948.53
6/30/03	30	73,227.53		4.50%	279.00	73,227.53
7/31/03	31	73,498.53		4.50%	271.00	73,498.53
8/31/03	31	73,779.53		4.50%	281.00	73,779.53
9/30/03	30	74,030.53		4.00%	251.00	74,030.53
10/31/03	31	74,273.53		4.00%	243.00	74,273.53
11/30/03	30	74,525.53		4.00%	252.00	74,525.53
12/31/03	31	74,770.53		4.00% 4.00%	245.00	74,770.53
1/31/04	31	75,024.53		4.00%	254.00	75,024.53
2/29/04	29	75,279.53		4.00%	255.00	75,279.53
3/31/04	31	75,518.53		4.00%	239.00	75,518.53
4/30/04	30	75,775.53		4.00%	257.00	75,775.53
5/31/04	31	76,024.53		4.00%	249.00	76,024.53
6/30/04	30	76,282.53		4.00%	258.00	76,282.53
7/31/04	31	76,533.53		4.25%	251.00	76,533.53
8/31/04	31	76,809.53			276.00	76,809.53
9/30/04	30	77,103.53		4.50% 4.50%	294.00	77,103.53
10/31/04	31	77,388.53		4.50% 4.75%	285.00	77,388.53
11/30/04	30	77,700.53			312.00	77,700.53
12/31/04	31	78,019.53		5.00% 5.25%	319.00	78,019.53
1/31/05	31	78,367.53		5.25% 5.25%	348.00	78,367.53
				J.20%	349.00	78,716.53

Home insurance(A).xls
Page 1 of 4

		Beginning				
Date	Days	Balance	Activity	Interest Rate	Interest	Ending Balance
2/28/05	28	78,716.53		·		- 4.14.100
3/31/05	31	79,048.53		5.50%	332.00	79,048.53
4/30/05	30	79,434.53		5.75%	386.00	79,434.53
5/31/05	31	79,809.53		5.75%	375.00	79,809.53
6/30/05	30	80,216.53		6.00%	407.00	80,216.53
7/30/05	31	80,612.53		6.00%	396.00	80,612.53
8/31/05	31	81,040.53		6.25%	428.00	81,040.53
9/30/05	30	81,487.53		6.50%	447.00	81,487.53
10/31/05	31	81,922.53		6.50%	435.00	81,922.53
11/30/05	30	82,392.53		6.75%	470.00	82,392.53
12/31/05	31	82,866.53		7.00%	474.00	82,866.53
1/31/06	31	83,376.53		7.25%	510.00	83,376.53
1/28/06	28	83,889.53		7.25%	513.00	83,889.53
3/31/06	31	84,372.53		7.50%	483.00	84,372.53
4/30/06	30	84,909.53		7.50%	537.00	84,909.53
5/31/06	31	85,450.53		7.75%	541.00	85,450.53
6/30/06	30	86,031.53		8.00%	581.00	86,031,53
7/31/06	31	86,597.53		8.00%	566.00	86,597.53
8/31/06	31	87,204.53		8.25%	607.00	87,204.53
9/30/06	30	87,815.53		8.25%	611.00	87,815.53
10/31/06	31	88,410.53		8.25%	595.00	88,410.53
11/30/06	30	89,029.53		8.25%	619.00	89,029.53
12/31/06	31	89,633.53		8.25%	604.00	89,633.53
1/31/07	31	90,261.53		8.25%	628.00	90,261.53
1/28/07	28	90,893.53		8.25%	632.00	90,893.53
3/31/07	31	91,468.53		8.25%	575.00	91,468.53
4/30/07	30	92,109.53		8.25%	641.00	92,109.53
5/31/07	31	92,734.53		8.25%	625.00	92,734.53
6/30/07	30	93,384.53		8.25%	650.00	93,384.53
7/31/07	31	94,017.53		8.25%	633.00	94,017.53
8/31/07	31	94,676.53		8.25%	659.00	94,676.53
9/30/07	30	95,339.53		8.25%	663.00	95,339.53
10/31/07	31	95,946.53		7.75% 7. <b>75</b> %	607.00	95,946.53
11/30/07	30	96,578.53			632.00	96,578.53
12/31/07	31	97,173.53		7.50%	595.00	97,173.53
1/31/08	31	97,771.53		7.25% 7.25%	598.00	97,771.53
2/29/08	29	98,373.53			602.00	98,373.53
3/31/08	31	98,842.53		6.00% 5.25%	469.00	98,842.53
4/30/08	30	99,283.53		5.25%	441.00	99,283.53
5/31/08	31	99,711.53			428.00	99,711.53
6/30/08	30	100,134.53		5.00% 5.00%	423.00	100,134.53
7/31/08	31	100,546.53		5.00% 5.00%	412.00	100,546.53
8/31/08	31	100,973.53		5.00% 5.00%	427.00	100,973.53
9/30/08	30	101,402.53		5.00% 5.00%	429.00	101,402.53
10/31/08	31	101,819.53		5.00% 4.50%	417.00	101,819.53
11/30/08	30	102,208.53		4.50% 4.00%	389.00	102,208.53
				7.00/0	336.00	102,544.53

#### Home Insurance - LOC Draw down

Dota	_	Beginning				<b>-</b>
Date	Days	Balance	Activity	Interest Rate	Interest	Ending Balance
12/31/08	31	102,544.53		0.050/		
1/31/09	31	102,827.53		3.25%	283.00	102,827.53
2/28/09	28	103,111.53		3.25%	284.00	103,111,53
3/31/09	31	103,368.53		3.25%	257.00	103,368,53
4/30/09	30	103,653.53		3.25%	285.00	103,653.53
5/31/09	31	103,930.53		3.25%	277.00	103,930.53
6/30/09	30	104,217,53		3.25%	287.00	104,217.53
7/31/09	31	104,495.53		3.25%	278.00	104,495.53
8/31/09	31	104,783.53		3.25%	288.00	104,783.53
9/30/09	30	105,072.53		3.25%	289.00	105,072.53
10/31/09	31	105,353.53		3.25%	281.00	105,353.53
11/30/09	30	105,644.53		3.25%	291.00	105,644.53
12/31/09	31	105,926.53		3.25%	282.00	105,926.53
1/31/10	31	106,218.53		3.25%	292.00	106,218.53
2/28/10	28	106,511.53		3.25%	293.00	106,511.53
3/31/10	31	106,777.53		3.25%	266.00	106,777.53
4/30/10	30	107,072.53		3.25%	295.00	107,072.53
5/31/10	31	107,358.53		3.25%	286.00	107,358.53
6/30/10	30	107,654.53		3.25%	296.00	107,654.53
7/31/10	31	107,942.53		3.25%	288.00	107,942.53
8/31/10	31	108,240.53		3.25%	298.00	108,240.53
9/30/10	30	108,539.53		3.25%	299.00	108,539.53
10/31/10	31	108,829.53		3.25%	290.00	108,829.53
11/30/10	30	109,129.53		3.25%	300.00	109,129.53
12/31/10	31	109,421.53		3.25%	292.00	109,421.53
1/31/11	31	109,723.53		3.25%	302.00	109,723.53
2/28/11	28	110,026.53		3.25%	303.00	110,026.53
3/31/11	31	110,300.53		3.25%	274.00	110,300.53
4/30/11	30	110,604.53		3.25%	304.00	110,604.53
5/31/11	31	110,899.53		3.25%	295.00	110,899.53
6/30/11	30	111,205.53		3.25%	306.00	111,205.53
7/31/11	31	111,502.53		3.25%	297.00	111,502.53
8/31/11	31	111,810.53		3.25%	308.00	111,810.53
9/30/11	30	112,119.53		3.25%	309.00	112,119.53
10/31/11	31	112,418.53		3.25%	299.00	112,418.53
11/30/11	30	112,728.53		3.25%	310.00	112,728.53
12/31/11	31	113,029.53		3.25%	301.00	113,029.53
1/31/12	31	113,341.53		3.25%	312.00	113,341.53
2/29/12	29	113,654.53		3.25%	313.00	113,654.53
3/31/12	31	113,947.53		3.25%	293.00	113,947.53
4/30/12	30	114,262,53		3.25%	315.00	114,262.53
5/31/12	31	114,567.53		3.25%	305.00	114,567.53
6/30/12	30	114,883.53		3.25%	316.00	114,883.53
7/31/12	31	115,190.53		3.25%	307.00	115,190.53
8/31/12	31	115,508.53		3.25%	318.00	115,508.53
9/30/12	30	115,827.53		3.25%	319.00	115,827.53
, -		110,027,03		3.25%	309.00	116,136.53

Home insurance(A).xls
Page 3 of 4

#### Home Insurance - LOC Draw down

10/31/12       31       116,136.53       3.25%       321.00       116,457.5         11/30/12       30       116,457.53       3.25%       311.00       116,768.5         1/31/13       31       116,768.53       3.25%       322.00       117,090.5         2/28/13       28       117,413.53       3.25%       323.00       117,709.5         3/31/13       31       117,706.53       3.25%       325.00       117,709.5         4/30/13       30       118,031.53       3.25%       325.00       118,031.5         5/31/13       31       118,346.53       3.25%       327.00       118,346.5         6/30/13       30       118,673.53       3.25%       327.00       118,673.5         7/31/13       31       118,990.53       3.25%       327.00       118,990.5         8/31/13       31       119,318.53       3.25%       328.00       119,318.5         9/30/13       30       119,647.53       3.25%       329.00       119,647.5         10/31/13       31       119,967.53       3.25%       320.00       119,647.5         11/30/13       30       120,298.53       3.25%       321.00       120,298.5         12/31/13<	Date	Days	Beginning Balance	Activity	Interest Rate	Interest	Ending Balance
10/31/14     31     123,993.53     3.25%     330.00     123,923.53       11/30/14     30     124,265.53     3.25%     342.00     124,265.53       12/31/14     31     124,597.53     3.25%     332.00     124,597.53       1/9/15     9     124,941.53     3.25%     344.00     124,941.53	12/31/12 1/31/13 2/28/13 3/31/13 4/30/13 5/31/13 6/30/13 7/31/13 8/31/13 9/30/13 10/31/13 11/30/13 12/31/14 2/28/14 3/31/14 4/30/14 5/3/14 6/30/14 7/31/14 8/31/14 9/30/14 10/31/14 11/30/14	31 31 28 31 30 31 30 31 30 31 30 31 30 31 30 31 30 31 30 31 30 31 30 31	116,457.53 116,768.53 117,090.53 117,413.53 117,706.53 118,031.53 118,673.53 118,673.53 118,990.53 119,318.53 119,967.53 120,298.53 120,298.53 120,619.53 120,952.53 121,286.53 121,286.53 121,286.53 121,924.53 122,250.53 122,250.53 122,587.53 122,914.53 123,253.53 123,593.53 123,593.53 124,265.53 124,265.53		3.25% 3.25%	321.00 311.00 322.00 323.00 293.00 325.00 315.00 327.00 317.00 329.00 329.00 331.00 331.00 331.00 334.00 336.00 336.00 337.00 337.00 339.00 340.00 339.00 340.00 340.00	116,457.53 116,768.53 117,090.53 117,413.53 117,706.53 118,031.53 118,346.53 118,990.53 119,318.53 119,647.53 120,298.53 120,298.53 120,619.53 120,952.53 121,286.53 121,286.53 121,588.53 121,588.53 121,924.53 122,250.53 122,250.53 122,587.53 122,914.53 123,253.53 123,593.53 123,923.53 124,265.53 124,941.53 125,041.53

Home insurance(A).xls
Page 4 of 4

5-92 473

#### WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT

This is an AGREEMENT by and between ("Jitney Jungle Stores of America, Inc.") and ("The Home Indemnity Company"). This AGREEMENT is effective on the inception date of the policies listed as subject to this AGREEMENT, unless a different date is specified.

WHEREAS, the COMPANY has issued the following policies at the INSURED's request:

#### WC 1 73 41 31

and may issue renewals and/or replacements of these policies (these policies together with any and all riders and endorsements are herein called "POLICIES"); and

WHEREAS, such POLICIES are subject to deductible amount(s) as are set forth in the POLICIES, and the parties want to establish procedures for the COMPANY to make payments in accordance with the POLICIES without regard to the deductible amount(s).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed that:

- 1. The INSURED will reimburse the COMPANY for all amounts paid under the POLICIES within the deductible amount(s) plus allocated loss adjustment expenses as specified in the Optional Deductible Endorsement(s) and/or any specific state endorsement(s) relating to allocated loss adjustment expenses attached to and forming a part of the POLICIES.
- 2. The limits of liability shown in the POLICIES, including any aggregate limits of liability, will be reduced by the application of the deductible amount(s).
- 3. Any amounts recovered pursuant to Part One Section G. or Part Two Section H. of the POLICIES, or otherwise, shall serve to reduce the total amount of a loss under the POLICIES. In apportioning any amounts recovered, the COMPANY will be reimbursed up to the amount of the loss it has paid. The INSURED will be entitled to the balance remaining if any Expenses and costs for the recovery of any such amounts will be shared by the

DEC 0 9 1992

COMPANY and the INSURED in the same ratio as their apportioned recovery amounts bears to the total recovery.

- 4. (a) On the effective date of this Agreement, the INSURED will deposit with the COMPANY an initial sum of \$ (Deposit Fund"), which sum represents the COMPANY's estimate of amounts reimbursable under this AGREEMENT for a month period. Thereafter, the INSURED will make additional deposits to the Deposit Fund in an amount sufficient to maintain a balance equal to the initial deposit.
- (b) If at any time the COMPANY determines that the amount of the Deposit Fund is not sufficient to reimburse the COMPANY in accordance with this AGREEMENT, the INSURED will, within ten (10) days of receipt of demand by the COMPANY, increase the amount of the Deposit Fund to such an amount as is deemed necessary by the COMPANY and is specified in the demand. Thereafter, the amount of the Deposit Fund will remain at such increased amount for as long as the COMPANY, in its sole opinion, determines it is necessary and not excessive.

Any deficiencies in the Deposit Fund required by this AGREEMENT may, at the sole option of the COMPANY, be satisfied by the COMPANY with amounts deposited by the INSURED in any other Deposit Fund which has been or will be established pursuant to any other agreements, of whatsoever nature, between the COMPANY and the INSURED.

- (c) The COMPANY will have the sole power to draw upon the Deposit Fund, and will do so in accordance with the provisions of this AGREEMENT.
- 5. (a) On the effective date of this AGREEMENT the INSURED will deliver to the COMPANY a clean, unconditional and irrevocable Letter of Credit ("LOC") as security for the payment of such amounts to be reimbursed the COMPANY. The LOC will:
  - (i) be in a form acceptable to the COMPANY;
  - be issued by a bank which is on the NAIC approved list. If the issuing bank is subsequently removed from the NAIC list, the INSURED must provide COMPANY with a replacement LOC issued by an approved bank upon the earliest of the following events: expiration, automatic yearly extension pursuant to the evergreen clause, renewal, modification or amendment of the LOC;

- (iii) name the COMPANY as the sole beneficiary;
- (iv) have a term of no less than one (1) year and contain an "evergreen clause" which will provide that the LOC will be deemed automatically extended without amendment, for one (1) year from the expiry date, or any future expiry date, unless sixty (60) its nonrenewal; and
- (v) allow for partial as well as full drawing.
- (b) The amount of the LOC at the inception of this AGREEMENT will be no less than \$\\$\_1,675,000\_\_\_\_\_. The amount of the LOC, or any replacement thereof, may be adjusted from time to time at the sole option of the COMPANY. The amount of the LOC will in no event be less than a percentage("Adjustment Percentage") of the total outstanding reserves for all claims incurred but not paid within the deductible amount(s). The Adjustment Percentage will vary based on the Valuation of Loss Interval as set forth below:

#### Valuation of Loss Interval

#### Adjustment Percentage

20-4I	months after inception months after inception more months after inception	,	200% 150% 125%
-------	---	---	----------------------

- 6. If the COMPANY makes any payment(s) within the deductible amount(s), and if the INSURED fails to reimburse the COMPANY for such payment(s) within 30 days of written demand by the COMPANY for reimbursement, the COMPANY may draw down the LOC or resort to any security furnished by the INSURED pursuant to this AGREEMENT.
- 7. (a) In the event the INSURED becomes insolvent or becomes subject to bankruptcy proceedings, assignments for the benefit of creditors, reorganization, liquidation, conservatorship, rehabilitation or any legal or equitable action under state or federal law which contemplates the winding down of the INSURED'S business and distribution of its assets to creditors and/or compromise of claims of creditors, or in the event of default by the INSURED of any of its obligations to the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates, either with respect to the POLICIES or any other policies issued by the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates to the INSURED, then the COMPANY may convert the entire amount of the LOC Deposit Fund and/or any other security and collateral (such collateral shall be deemed to include any amounts held by the COMPANY as return premiums due the INSURED)

into cash, without liability for income, dividends, profits or interest from the proceeds.

- (b) COMPANY may apply such cash to the payment of:
  - (i) claims for damages;
  - (ii) allocated loss adjustment expenses; and
  - (iii) any other debt owed to COMPANY and/or any of COMPANY's subsidiaries, divisions or affiliates by the INSURED, either with respect to the POLICIES or any other policies issued by COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates to the INSURED.
- (c) When, in the sole opinion of the COMPANY, payment for all claims for damages within the deductible amount(s), all allocated loss adjustment expenses and all other obligations owed to the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates by the INSURED has been made, and all claims arising under the POLICIES have been closed, the COMPANY shall promptly return to INSURED any remaining amount of the proceeds. Should such cash realized by COMPANY by less than the INSURED'S obligation to COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates, the INSURED shall pay the difference to the COMPANY immediately.
- 8. (a) Notwithstanding the cancellation, termination or expiration of one or more of the POLICIES, the INSURED will continue to maintain the Deposit Fund and provide the LOC as required by this AGREEMENT until such time, in the sole opinion of the COMPANY, the COMPANY has been reimbursed for all payment(s) made within the deductible amount(s) and all claims arising under the POLICIES have been closed. The INSURED will AGREEMENT.
- (b) If, sixty (60) days prior to the expiration of the LOC regardless of whether such date will occur prior or subsequent to cancellation, termination or expiration of one or more of the POLICIES, the COMPANY has been given notice that the LOC will not be renewed upon expiration, and a replacement of the LOC in a form which is acceptable to the COMPANY has not been furnished to the COMPANY, then the COMPANY may draw down up to the entire amount of the LOC, and/or resort to any other security hereunder.

- (c) The funds will be held as security for any payment(s) made within the deductible amount(s) without liability for income, dividends, profits or interest from the proceeds. When, in the sole opinion of the COMPANY, the COMPANY has been reimbursed for all payment(s) made within the deductible amount(s) and all claims arising under the POLICIES have been closed, the COMPANY will promptly return to the INSURED any remaining amounts of the Deposit Fund and the proceeds from the hereunder.
- 9. The COMPANY shall have the right to offset any balance(s) due from the INSURED under any agreement between the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates and the INSURED. The COMPANY may assert this right of offset at any and payable at the time of such offset whether on account of premiums, losses, dividends, interest, deductibles, or otherwise. In order to excercise its rights under this paragraph, the COMPANY shall notify the INSURED in writing.
- 10. If, at any time while this AGREEMENT is in effect or within five (5) years after its termination, any claim is made that the amounts which the INSURED has paid the COMPANY as reimbursement hereunder are premium and thus subject to premium taxes and/or assessments of any kind, the COMPANY will promptly notify the INSURED of the existence of such claim. The COMPANY will afford the INSURED the opportunity to join with the COMPANY in any proceeding to contest such claim at its own expense, or to contest such claim independently at its own expense. In the event a determination is made that said reimbursed amounts are to pay the premium or subject to assessments, the INSURED agrees fines or penalties that may be imposed as a result of the non-payment of premium taxes and/or assessments applicable to the POLICIES which are the subject of this AGREEMENT.
- 11. Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to a party hereto by the other party will be in writing and deemed duly given or served on the date of service, when delivered personally, or on the third day after mailed if mailed by first-class, Certified or Registered Mail, postage prepaid, and properly addressed as follows:

TO COMPANY:

The Home Indemnity Companies

59 Maiden Lane

Major Accounts Division - 31st Floor

New York, New York 10038

Attn: Richard Larkin

COPY TO:

The Home Indemnity Companies

59 Maiden Lane

Legal Department - 40th Floor

New York, New York 10038

Attn: Major Accounts Division Counsel

TO INSURED:

Jitney Jungle Stores of America, Inc.

P.O. Box 3409

Jackson, MS 39207

Attn: Earl D. Walker

If any dispute shall arise between COMPANY and the INSURED with reference to the interpretation of this AGREEMENT, or their rights with respect to any transaction involved, whether such dispute arises before or after termination of this AGREEMENT, such dispute upon the written request of either party, will be submitted to three arbitrators, one to be chosen by each party, and the third by the two so chosen. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after the receipt of written notice from the other party requesting it to do so, the requesting party may appoint two arbitrators. the two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days of their appointment, each of them will name two, of whom the other one shall decline one and the decision will be made by drawing lots. All arbitrators will be executive officers or former executive officers of insurance or reinsurance companies domiciled in the U.S. not under the control of either party to this AGREEMENT. interpret this AGREEMENT as an honorable engagement and not The arbitrators shall merely a legal obligation; they are relieved of all judicial formalities and may abstain from following the strict rules of law, and they shall make their award with a view of effecting the general purpose of this AGREEMENT in a reasonable manner rather than in accordance with a literal interpretation of the language. Each party will submit its case to its arbitrator within thirty (30) days of the appointment of the third arbitrator. The decision in writing of any two arbitrators, when filed with the parties hereto, shall be final and binding on both parties. Each party will have the workse of its own arbitrator and will jointly and equally bear with the other party the

expense of the third arbitrator and of the arbitration. Said arbitration will take place in New York, New York.

This Section will survive termination of this AGREEMENT.

- 13. The obligations described under Sections 1, 4, 5, and 9 of this AGREEMENT, will survive any termination and/or cancellation of this AGREEMENT until such time as the COMPANY will determine, in its sole opinion, that the COMPANY has been reimbursed for all payment(s) made within the deductible amount(s) under the POLICIES and all claims have been closed.
- 14. The invalidity or unenforceability of any particular term or condition of this AGREEMENT will not affect the other terms and provisions hereof, and this AGREEMENT will be construed in all respects as if such invalid or unenforceable term or provision has been omitted.
- 15. The waiver by either party of any breach of any term, covenant or condition of this AGREEMENT will not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this AGREEMENT.
- 16. All matters concerning the construction and interpretation of this AGREEMENT and performance under this AGREEMENT will be interpreted and construed according to the laws of the State of New York.

RECEIVED
DEC 0 9 1992



17. This AGREEMENT supersedes all previous agreements as to the security for the POLICIES, whether oral or written, between the COMPANY and INSURED, and this AGREEMENT constitutes the entire and sole contract between the parties as to the same subject matter. No amendment, rider or endorsement to this AGREEMENT will be effective unless it is signed by the COMPANY and INSURED.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective duly authorized officers.

For the COMPANY this day of October 1992:
ATTEST: 5, fairsuvis BY: Richard Lanking
TITLE: ASO. UNDAWKE CITITLE: AP
SIGNATURE: There signature: Duhard Lanker
For the INSURED this 16 th day of November 1992.
For the INSURED this 16th day of NOVEMBER, 1992:  ATTEST: PAT HART FIELD BY: EARL D. WALKER
TITLE: INSULANCE ( DOPOLINATO P TITLE: ACCT TO
SIGNATURE: Pat Hartfield SIGNATURE: Garl D. Walker

0/1/93-94

#### WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT

This is an AGREEMENT by and between Jitney Jungle Stores of America, Inc.("INSURED") and Home Indemnity Company (COMPANY"). This AGREEMENT is effective on the inception date of the policies listed as subject to this AGREEMENT, unless a different date is specified.

WHEREAS, the COMPANY has issued the following policies at the INSURED's request:

#### WC 1 73 41 63

and may issue renewals and/or replacements of these policies (these policies together with any and all riders and endorsements are herein called "POLICIES"); and

WHEREAS, such POLICIES are subject to deductible amount(s) as are set forth in the POLICIES, and the parties want to establish procedures for the COMPANY to make payments in accordance with the POLICIES without regard to the deductible amount(s).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed that:

- 1. The INSURED will reimburse the COMPANY for all amounts paid under the POLICIES within the deductible amount(s) plus allocated loss adjustment expenses as specified in the Optional Deductible Endorsement(s) and/or any specific state endorsement(s) relating to allocated loss adjustment expenses attached to and forming a part of the POLICIES.
- 2. The limits of liability shown in the POLICIES, including any aggregate limits of liability, will be reduced by the application of the deductible amount(s).
- 3. Any amounts recovered pursuant to Part One Section G. or Part Two Section H. of the POLICIES, or otherwise, shall serve to reduce the total amount of a loss under the POLICIES. In apportioning any amounts recovered, the COMPANY will be reimbursed up to the amount of the loss it has paid. The INSURED will be entitled to the balance remaining, if any. Expenses and costs for the recovery of any such amounts will be shared by the recovery amounts bears to the total recovery.

RECEIVED

JAN 2 7 1444

JOHN GIUFFRIDA SENIOR REINSURANCE ACCOUNTING OPPICES

- 4. (a) On the effective date of this Agreement, the INSURED will deposit with the COMPANY an initial sum of \$\frac{0}{2000} ("Deposit Fund"), which sum represents the COMPANY's estimate of amounts reimbursable under this AGREEMENT for a 0 month period. Thereafter, the INSURED will make additional deposits to the Deposit Fund in an amount sufficient to maintain a balance equal to the initial deposit. If a single reimbursable payment exceeds twenty-five percent (25%) of the Deposit Fund, the COMPANY may bill INSURED for the amount of the payment and the INSURED must pay the amount billed immediately upon receipt of said bill.
- (b) If at any time the COMPANY determines that the amount of the Deposit Fund is not sufficient to reimburse the COMPANY in accordance with this AGREEMENT, the INSURED will, within ten (10) days of receipt of demand by the COMPANY, increase the amount of the Deposit Fund to such an amount as is deemed necessary by the COMPANY and is specified in the demand. Thereafter, the amount of the Deposit Fund will remain at such increased amount for as long as the COMPANY, in its sole opinion, détermines it is necessary and not excessive.
- (C) If the Deposit Fund is not established by the INSURED within thirty (30) days from the effective date of the policy and replenished by the INSURED according to the terms contained herein, the deductible feature of the policy will become invalid. The COMPANY will issue an endorsement deleting the deductible feature from the policy and the premium will be recalculated and rebilled in accordance with the rate applicable to the policy, without the deductible credit. The premium will be immediately due and owing.
- (d) The COMPANY will have the sole power to draw upon the Deposit Fund, and will do so in accordance with the provisions of this AGREEMENT.
- 5. (a) On or before the effective date of this AGREEMENT the INSURED will deliver to the COMPANY a clean, unconditional and irrevocable Letter of Credit ("LOC") as security for the payment of such amounts to be reimbursed the COMPANY. The LOC will:
  - (i) be in a form acceptable to the COMPANY;

- be issued by a bank which is on the NAIC approved list. If the issuing bank is subsequently removed from the NAIC list, the INSURED must provide COMPANY with a replacement LOC issued by an approved bank upon the earliest of the following events: expiration, automatic yearly extension pursuant to the evergreen clause, renewal, modification or amendment of the LOC;
- (iii) name the COMPANY as the sole beneficiary;
- (iv) have a term of no less than one (1) year and contain an "evergreen clause" which will provide that the LOC will be deemed automatically extended without amendment, for one (1) year from the expiry date, or any future expiry date, unless sixty (60) days prior thereto, the COMPANY is notified of its nonrenewal; and
- (v) allow for partial as well as full drawing.

If the Insured fails to provide the Company with a satisfactory LOC at the required time, the Company will bill the Insured for the amount of the security in cash which the Company will deposit in a Trust Account in a form acceptable to the Company and established in a bank which is on the NAIC approved list. If the Insured fails to pay the security within thirty (30) days of receipt of Company's bill, the deductible feature of the policy will be invalid. The COMPANY will issue an endorsement deleting the deductible feature from the policy and the premium will be recalculated and rebilled in accordance with the rate applicable to the policy, without application of the deductible credit. The premium will be immediately due and owing.

(b) The amount of the LOC at the inception of this AGREEMENT will be no less than \$\_344,000 \*\_\_\_\_. The amount of the LOC, or any replacement thereof, may be adjusted from time to time at the sole option of the COMPANY. The amount of the LOC will in no event be less than a percentage("Adjustment Percentage") of the total outstanding reserves for all claims incurred but not paid within the deductible amount(s). The Adjustment Percentage will vary based on the Valuation of Loss Interval as set forth below:

Valuation of Loss Interval

Adjustment Percentage

18-29 months after inception200%30-41 months after inception150%42 or more months after inception125%

RECEIVED

JAN 2 7 1994

\* Step up provision for LOC

	LOC Amount	Increase
5-1-93	\$164,000	
11-1-93	\$344,000	180,000

- 6. If the COMPANY makes any payment(s) within the deductible amount(s), and if the INSURED fails to reimburse the COMPANY for such payment(s) within thirty (30) days of written demand by the COMPANY for reimbursement, the COMPANY may draw down the LOC or resort to any security furnished by the INSURED pursuant to this AGREEMENT.
- (a) In the event the INSURED becomes insolvent or becomes subject to bankruptcy proceedings, assignments for the benefit of creditors, reorganization, liquidation, conservatorship, rehabilitation or any legal or equitable action under state or federal law which contemplates the winding down of the INSURED'S business and distribution of its assets to creditors and/or compromise of claims of creditors, or in the event of default by the INSURED of any of its obligations to the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates, either with respect to the POLICIES or any other policies issued by the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates to the INSURED, then the COMPANY may convert the entire amount of the LOC Deposit Fund and/or any other security and collateral (such collateral shall be deemed to include any amounts held by the COMPANY as return premiums due the INSURED) into cash, without liability for income, dividends, profits or interest from the proceeds.
  - (b) COMPANY may apply such cash to the payment of:
    - (i) claims for damages;
    - (ii) allocated loss adjustment expenses; and
    - (iii) any other debt owed to COMPANY and/or any of COMPANY's subsidiaries, divisions or affiliates by the INSURED, either with respect to the POLICIES or any other policies issued by COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates to the INSURED.
- (c) When, in the sole opinion of the COMPANY, payment for all claims for damages within the deductible amount(s), all allocated loss adjustment expenses and all other obligations owed

to the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates by the INSURED has been made, and all claims arising under the POLICIES have been closed, the COMPANY shall promptly return to INSURED any remaining amount of the proceeds. Should such cash realized by COMPANY by less than the INSURED'S obligation to COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates, the INSURED shall pay the difference to the COMPANY immediately.

- 8. (a) Notwithstanding the cancellation, termination or expiration of one or more of the POLICIES, the INSURED will continue to maintain the Deposit Fund and provide the LOC as required by this AGREEMENT until such time, in the sole opinion of the COMPANY, the COMPANY has been reimbursed for all payment(s) made within the deductible amount(s) and all claims arising under the POLICIES have been closed. The INSURED will also continue to abide by all other terms and conditions of this AGREEMENT.
- (b) If, sixty (60) days prior to the expiration of the LOC regardless of whether such date will occur prior or subsequent to cancellation, termination or expiration of one or more of the POLICIES, the COMPANY has been given notice that the LOC will not be renewed upon expiration, and a replacement of the LOC in a form which is acceptable to the COMPANY has not been furnished to the COMPANY, then the COMPANY may draw down up to the entire amount of the LOC, and/or resort to any other security hereunder.
- (c) The funds will be held as security for any payment(s) made within the deductible amount(s) without liability for income, dividends, profits or interest from the proceeds. When, in the sole opinion of the COMPANY, the COMPANY has been reimbursed for all payment(s) made within the deductible amount(s) and all claims arising under the POLICIES have been closed, the COMPANY will promptly return to the INSURED any remaining amounts of the Deposit Fund and the proceeds from the LOC and/or any other security resorted to by the COMPANY hereunder.
- 9. The COMPANY shall have the right to offset any balance(s) due from the INSURED under any agreement between the COMPANY and/or any of COMPANY'S subsidiaries, divisions or affiliates and the INSURED. The COMPANY may assert this right of offset at any time, provided that all balances subject to such offset are due and payable at the time of such offset whether on account of premiums, losses, dividends, interest, deductibles, or otherwise. In order to exercise its rights under this paragraph, the COMPANY shall notify the INSURED in writing.

- 10. If, at any time while this AGREEMENT is in effect or within five (5) years after its termination, any claim is made that the amounts which the INSURED has paid the COMPANY as reimbursement hereunder are premium and thus subject to premium taxes and/or assessments of any kind, the COMPANY will promptly notify the INSURED of the existence of such claim. The COMPANY will afford the INSURED the opportunity to join with the COMPANY in any proceeding to contest such claim at its own expense, or to contest such claim independently at its own expense. In the event a determination is made that said reimbursed amounts are taxable as premium or subject to assessments, the INSURED agrees to pay the premium taxes and/or assessments, and any related fines or penalties that may be imposed as a result of the nonpayment of premium taxes and/or assessments applicable to the POLICIES which are the subject of this AGREEMENT.
- 11. Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to a party hereto by the other party will be in writing and deemed duly given or served on the date of service, when delivered personally, or on the third day after mailed if mailed by first-class, Certified or Registered Mail, postage prepaid, and properly addressed as follows:

TO COMPANY: The Home Insurance Companies

59 Maiden Lane

Major Accounts Division - 31st Floor

New York, New York 10038

Attn: Richard Larkin

COPY TO:

The Home Insurance Companies

59 Maiden Lane

Legal Department - 40th Floor

New York, New York 10038

Attn: Major Accounts Division Counsel

TO INSURED:

Jitney Jungle Stores of America, Inc.

P.O. Box 3409

Jackson, MS 39207

Attn: Earl D. Walker

12. If any dispute shall arise between COMPANY and the INSURED with reference to the interpretation of this AGREEMENT, or their rights with respect to any transaction involved, whether such dispute arises before or after termination of this AGREEMENT, such dispute upon the written request of either party, will be submitted to three arbitrators, one to be chosen by each party,

and the third by the two so chosen. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after the receipt of written notice from the other party requesting it to do so, the requesting party may appoint two arbitrators. the two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days of their appointment, each of them will name two, of whom the other one shall decline one and the decision will be made by drawing lots. All arbitrators will be executive officers or former executive officers of insurance or reinsurance companies domiciled in the U.S. not under the control of either party to this AGREEMENT. The arbitrators shall interpret this AGREEMENT as an honorable engagement and not merely a legal obligation; they are relieved of all judicial formalities and may abstain from following the strict rules of law, and they shall make their award with a view of effecting the general purpose of this AGREEMENT in a reasonable manner rather than in accordance with a literal interpretation of the language. Each party will submit its case to its arbitrator within thirty (30) days of the appointment of the third arbitrator. The decision in writing of any two arbitrators, when filed with the parties hereto, shall be final and binding on both parties. Each party will bear the expense of its own arbitrator and will jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration. arbitration will take place in New York, New York.

This Section will survive termination of this AGREEMENT.

- 13. The obligations described under Sections 1, 4, 5, and 9 of this AGREEMENT, will survive any termination and/or cancellation of this AGREEMENT until such time as the COMPANY will determine, in its sole opinion, that the COMPANY has been reimbursed for all payment(s) made within the deductible amount(s) under the POLICIES and all claims have been closed.
- 14. The invalidity or unenforceability of any particular term or condition of this AGREEMENT will not affect the other terms and provisions hereof, and this AGREEMENT will be construed in all respects as if such invalid or unenforceable term or provision has been omitted.
- 15. The waiver by either party of any breach of any term, covenant or condition of this AGREEMENT will not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this AGREEMENT.

  RECEIVED

JAN 2 7 1994

- 16. All matters concerning the construction and interpretation of this AGREEMENT and performance under this AGREEMENT will be interpreted and construed according to the laws of the State of New York.
- 17. This AGREEMENT supersedes all previous agreements as to the security for the POLICIES, whether oral or written, between the COMPANY and INSURED, and this AGREEMENT constitutes the entire and sole contract between the parties as to the same subject matter. No amendment, rider or endorsement to this AGREEMENT will be effective unless it is signed by the COMPANY and INSURED.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective duly authorized officers.

For the	COMPANY this /9- day of luyert , 1993:
ATTEST	Underwite Maj Accent TITLE: Vin President
TITLE:	Underwite This Accent TITLE: The President
For the	INSURED this 24th day of August, 1993:
ATTEST:	James V. Pittman BY: Larl D. Walker
TITLE:	Seria accountant TITLE: Assistant Treasurer

The Home Insurance Company in Liquidation

286 Commercial Street Manchester N.H. 03101-1138

E-mail: Karen.Tisdeil@HomelnsCo.com

**Fax Cover Sheet** 

DATE:

5/18/2006

TIME:

TO:

Sylvie Robinson

FAX:

601-362-2475

JJSA LIQUIDATING TRUST

FROM: Karen Tisdell

PHONE:

603-634-0181

Financial Analyst

FAX:

603-634-0436

RE: JITNEY JUNGLE STORES OF AMERICA

Number of pages including cover sheet: 27

Pursuant to our telephone conversation today, as discussed with Marianne Carreau and myself we are unable to return any escrow as the future liabilities exceed the escrow balance. To follow is a breakdown of the escrow balance for a given month plus interest, analysis of ultimate exposure for the deductible program, explanation of the Loss Development Factor, retro buyout and final adjustment and deductible invoices that escrow was applied to and a copy of your Proof of Claim for your convenience.

Home calculated the Debtor's ultimate exposure under the deductible program by applying the total incurred losses 4/30/06 (losses + expenses + reserves = total incurred losses) multiplied by the loss development factor (LDF), which equals ultimate losses minus the sum of losses and expenses paid which equals the ultimate exposure under the deductible program.

Incurred Ultimate Losses & Ultimate  $\frac{\text{Losses}}{\text{UC }1734111}$   $\frac{\text{LDF}}{1758676}$   $\frac{\text{Losses}}{\text{LDF}}$   $\frac{\text{Exp Paid}}{1758676}$   $\frac{\text{Exposure}}{1793850}$   $\frac{\text{Exp Paid}}{1758676}$   $\frac{\text{Exp Sure}}{35174}$ 

GLR 9091435 1363722 X 1.008 = 1374632 - 1362722 = 11910

If you have any questions feel free to call Marianne at 603-634-0200 or myself at 603-634-0181.

Thanks, Karen

Home Insurance Company Jimey Jungle - Escrow & Interest

Balance	Evol Interes	247 DIA PO	547,910.33	48,316,53	48,316.53	48.316.53	48 316 53	10.244.30	VC.C+2,01	65.242,84	48,245.39	48,245.39	48,245,39	48,245,39	48.245.39	48.245.30	48 245 30	16 215 30	48,245,39	γε,ε+2,0+ οε 3⊦ε θε	66.642,62	28,245.39	28,245,39	28,245.39	28,245,39	28,245,39	28,245,39	28,245.39	28,245,39	28.245.39	28.245.39	28 245 39	28 245 30	28.245.10	OF 245 %C	28 245 30	28 245 30
Ending	Варисе	F1 107 Abs	******	60,645.88	66,895.80	53,440.01	53,640.41	53.770.29	53 071 03	2,11,25	24,174,32	54,377.48	54,581.39	54,786.07	54,991.52	55,197.74	55,404.73	55.612.50	55.821 04	15 007 87	10.200,000	50,127.83	36,263.33	36,399,31	36,535.81	36,672.82	36,810.34	36,948.38	37,086.94	37,226.01	37,365.61	37,505.73	37,646,38	37,787.55	37,929.26	38,071,49	38,214.26
Interest	Earnings	1.796	P.C.L	<b>*</b>	250	225	200	201	707		707	203	204	205	205	206	207	208	209	172	135	C	CC :	136	136	137	138	138	139	139	140	140	141	¥	142	142	143
Deductible	Cosses	0	80		0.00	(13,681.00)	0.00	(71.14)	0.00	0.00	90.0	0.00	0.00	<b>15</b>	0.00	0.00	0.00	0.00	0.00	(20,000,00)	00 0	900	00.0	6.00	0.00	00.0 00.0	90.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash	Keceipis		(280,919,00)																																		
Beginning	Colence	345,495,53	346,791.14	66.645.88	08 208 99	63 AAD 01	0.0445.0	15,040,41	55,770.29	53,971.93	54,174,32	54.377.48	54 581 30	70 70 F	5.4 OD: 5.5	26.186,44	72,191,14	23,404,73	55,612.50	55,821.04	35,992.87	36,127.85	36.263.33	36 399 31	36.535.81	36 672 82	36.810.34	36 948 39	37.026.04	27 225 01	17 255 51	10.005,75	37,500,73	37,040.38	31,787.55	31,929,26	36,071.49
Average Interest Rate	7	4.30078	4.500%	4.500%	4.500%	%4JU5 #	4 SM09/	2000 ×	4.300%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4 500%	2005 F	WOOD I	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4 500%	4 500%	4 S040V	4 50002	4.500%	4.500ez	0/2077
Interest Rate	A Shinek	1,0000.	0/00/2	4.500%	4.500%	4.500%	4.500%	%0US #	14005 F	4.300%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	79005 7	4 50094	A SOUR	#2007#	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.506%	4.500%	4.500%	
Month	May-2001	Jun-2001	Inf.2601	TOOK-ING	Airg-2001	Sep-2001	Oet-2001	Nov-2001	Dec-2001	Lan JAnn	ZOOZ-INC.	rep-2002	Mar-2002	Apr-2002	May-2002	Jun-2002	Jul-2002	Aug-2002	Sep-2002	Oct-2002	Nav-2002	Dar-2002	7007-007	Jan-2003	Feb-2003	Mar-2003	Apr-2003	May-2003	Jun-2003	Jul-2003	Aug-2003	Sep-2003	Oct-2003	Nov-2003	Dec-2003	Jan-2004	

5/18/2006 1:17 PM

N'ARCH/COLLATERAL AND ESCROW/Jibby Angle Collisies! & Errow Adjustment 44 Joseps

Belance	Exc Interest	28.245.19	28 245 39	28.245.39	28.245.39	28,245,39	28.245.19	28.245.39	28,245.39	28,245.39	28,245.39	28,245.39	28,245,39	28,245,39	28,245,39	28,245.39	28,245,39	28,245.39	28,245.39	28,245,39	28,245,39	28,245,39	28,245.39	28,245,39	28,245,39	28.245.19	28,245.39	28,245,39	
Ending	Balance	38,357.56	38,501.40	38,645.78	38, 790, 71	38,936,17	39,082,18	39,228.74	39,375.85	39,523,51	39,671.72	39,820.49	39,969.82	40,119.70	40,270.15	40,421.16	40,572.74	40,724.89	40,877.6]	41,030.90	41,184.77	41,339.21	41,494.23	41,649.84	41,806.02	41,962.80	42,120.16	42,278.11	
Interest	Earnings	143	<u>}</u>	4	145	145	146	147	147	148	148	149	617	150	150	151	152	152	153	153	154	<u>*</u>	155	156	156	157	157	158	10,515
Deductible	Losses	0.00	00:0	00.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	000	0.60	0.00	0.00	0.00	0.00	(33,752.14)
Cash	Receipts																											000 010 000	(780,919,000)
Beginning	Dariance	38,214,26	36,337,36	36,301.40	38,045,78	20,790.71	36,930.17	81.280,46 10.000	10.775.05	10.575.01	30 421 20	27.170,62	20.020.49	25,404,40 05,011,04	40.220.10	40,270.13	40,421,15	40,372.74	10 877 61	10.778,0F	11, 150.30	41,164.1/	72.505,41 54.404,41	41 640 04	\$5.640.14 66.740.14	41,800.02	41,962.80	74, 120.15	
Average Interest Date	A SOOD	4.300%	AUAS I	4.505BZ	4.300%	SCOOL P	2000:- 1 500%	%(V); †	4 500%	4.500%	7 5000-7	70005-17	70005 F	73005 P	4 \$00%	4 300%	3/00/2 1 30/0%	2005 F	%d03.+	4.500%	4 500%	4 \$10%	%0005 F	4 5009.	FOOG:	2/0005 V	4.500%		
Month-end Interest Rate	4 500%	4 500%	%-000% T	4 500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4.500%	4 500%	4.500%		
Month	Feb-2004	Mar-2004	Apr-2004	May-2004	Jun-2004	Jul-2004	Aug-2004	Sep-2604	Oct-2004	Nov-2004	Dec-2004	Jan-2005	Feb-2005	Mar-2005	Apr-2005	May-2005	Jun-2005	Jul-2005	Aug-2005	Sep-2005	Oct-2005	Nov-2005	Dec-2005	Jan-2006	Feb-2006	Mar-2006	Apr-2006	Total	

\*Please note losses of 13,681 from 6/01 is the retro buyout

## ESTIMATE OF FUTURE LIABILITIES FOR THE DEDUCTIBLE PROGRAM THE HOME INSURANCE COMPANY IN LIQUIDATION

Jitney Jungle Stores of America Inc. ACCOUNT NAME;

DEDUCTIBLE INVOICE & CLAIM REVIEW SOURCE: DATE:

4/30/2006

<b>6</b> ) 63	T + 0	
FACTOR EXPOSURE	35,174 11,910	47.083
FACTOR	1.020	
LOSSES & EXP. PAID	1,758,676	
MCURRED	1,758,676	
CASE RESERVES	1,000	
AGE IN MOS.	180	
INC. DATE	5/1/1991 5/1/1993	GRAND TOTAL
POLICY #	WC 1734111 GLR 9091435	

BUYOUT is calculated as follows : (Factor X Incurred Losses) - Losses Paid FACTOR is Loss Development Factor Approved by Actuarial

FACTOR IS LOSS DEVELOPMENT FACTOR APPROVED BY ACTUARIAL.

WC1734111 GLR9091435

250,000 150,000

DEDUCTIBLE AMOUNT:

EXCLUDED UNLIMITED EXPENSES:

# OPEN CLAIMS - RESERVE CALCULATIONS:

1000
0
0
1000
6010683400
PRICE ADDIE
GEN 303 1433

#### Home's Limited Loss Development Factor

Limited loss development factors are applied to incurred loss costs that have not reached full maturity in order to estimate ultimate loss costs where the size of any individual claim is limited by the use of loss-sensitive insurance products; *i.e.*, retrospectively-rated policies or policies with deductible reimbursement requirements. These limited loss development factors will vary depending upon the age of the loss, the line of business insured as well as the applicable loss or deductible limits.

Home applied standard actuarial techniques to calculate its limited loss development factors. First, the actuaries reviewed all of Home's Major Lines Department's loss data since 1980, as this department generated virtually all of Home's loss-sensitive policies. Home used all of its Major Lines Department's total limits data to study the loss limits, which enhanced the sample size and thus statistical credibility of its analysis.

Home's actuaries categorized claims by line of business and accident year and examined the total incurred loss amount for each such category at periodic evaluation dates or ages. The distance in time from the evaluation date to the inception of an accident year defines the age of evaluation for an accident year. The ratio of the aggregate value at a given evaluation to the value at the prior evaluation is known as an age-to-age factor or link ratio. Home selected link ratios for each age-to-age interval based on the average observed link ratios for all accident years that had attained the requisite ages. As part of this study, the actuaries performed an analysis designed to preserve reasonable relationships between the link ratios at consecutive ages. The actuaries also applied a "tail factor," which represented the projected effect of loss developments after the last age attained in the data and was extrapolated from the relationships between the previous link ratios. The product of all link ratios after a given age, including the tail factor, equals the loss development factor for that age.

Home determined these limited loss development factors using the same procedures as the total limits loss development, except that before aggregating the claim amounts for a line/accident year/evaluation date, Home cut-off the incurred amount on an individual claim basis for each evaluation date. The cut-off amount corresponded to a deflated version of the current value of a loss limit being studied. For example, to create loss development data for a \$200,000 loss limit, if there has been 100% inflation between accident year 1982 and the current time period then losses for the 1982 accident year are limited to \$100,000.

In selecting link ratios and tail factors for limited losses, the pricing actuaries exercised care to make sure that the relationships between various loss limits were reasonable at each age. Thus, the loss development factors at each age increased smoothly with increasing loss limits.

The limited loss development factors developed prior to 1995 substantially understated Home's future liability. In 1994, the age-to-age data only extended out through 15 years and there was only one accident year having attained age 15, two accident years having attained age 14, etc. Current analysis includes losses at age 25 years so that there is actual data to replace the projection ages from 15 through 25.

Workers Comp - Indemnity (WCI) contains Home data for the workers comp indemnity line of business. The top array of data (in a trangular shape) shows incurred losses (paid loss plus cutstanding case reserves, where 1 unit equals \$1000) for accident years 1971 through 1997 at maturities of 78 months and higher (in 12 month intervals) The latest evaluation of losses for all accident years is 6/30/2003.

The biangle batow the incurred loss triangle is derived from the top triangle and shows link ratios or ratios of adjacent evaluations for each accident year. Each column 138 months ald as of 6/30/03, the ratio of incurred losses at age 138 to incurred losses at age 128. Below this triangle are straight averages (giving each year equal shows the link ratio for the same evaluation age for all accident years attaining that age. For example, the fifth column shows, for every accident year that is at least weight) and weighted averages (where each year's observed link is weighted by the magnitude of incurred loss at the beginning of the age interval).

The selected link ratios are those selected by an independent actuarial firm (Millbran), engaged by the Liquidator of Home insurance to evaluate Home's remaining llabilities. The rightmost ratio in the row of Selected links is the tail factor selected by Milliman, Le., the factor to project losses as of the latest evaluation, 390 months, to ultimate levels. These selections have been incorporated in an astuarial report whose results were filed with the New Hampshire-Superior-Gourt The next row shows the loss development factors (LDF) implied by the selected fink ratios; an LDF at age Tequats the product of the link ratios at ages subsequent to T including the tail factor. The next two rows combine Milliman's tail factor with the cumulative products of the straight and weighted average link ratios, and are shown to compare the implied loss development factors to the development factors implied by Milliman's selected link ratios. At almost every age, the selected loss development factor is lower than the development factors based on pure averaging techniques.

The next row shows the total paid altocated loss adjustment expense dollars for each accident year as of 6/30/03 and the following row shows the corresponding LDF to bring those expenses to ultimate. For example, as of 6/30/03, \$9,788,000 of ALAE has been paid on accidents occurring in 1990, and ultimate paid ALAE for accident year 1990 is projected to be \$9,788,000 times 1,105, or \$10,815,740. The LDFs for expenses are also based on Miliman's selections using the same technique as documented herein for losses. However, expense data by accident year is not fully available for accident years prior to 1980, and the selected tail factor is at an age of 282 months.

Workers Comp - Medical (WCM) has the same calculations as Workers Comp - Indemnity but for the workers comp medical line of business. Miliman's LDFs are lower than pure averages

Total Workers Comp - combines the results of WCI and WCM to get total workers comp loss development factors. Note the LDF of 1.074 for accident year 1991, age 150 months.

		246 34,856 37,492 59,201 74,214 86,500 113,727 (28,455 137,388 165,211 177,188 189,715
		234,707 37,318 59,020 74,107 66,354 [11,175 126,688 137,386 14,487 164,487 164,487 169,448 177,052 189,448 177,052 189,448
		222 34,649 37,872 59,004 74,021 11,252 111,252 111,252 117,946 117,060 1189,346 1178,480 271,686
		210 34,755 37,343 59,14f 73,840 66,005 111,030 124,526 111,030 14,033 164,525 176,974 186,574 178,89 220,445 212,497
50	22.25	198 34,731 37,425 58,919 73,686 86,051 110,719 126,514 136,14,514 136,14,514 177,737 189,044 177,056 177,737 189,044 177,056 177,158 117,189
	;	1896 34,656 37,529 86,231 110,863 135,279 160,885 150,895 178,332 229,670 211,836 120,599 117,404
	2	34,499 37,927 58,484 73,316 66,414 110,584 123,465 135,053 153,053 153,053 177,528 177,528 177,528 177,528 177,528 177,528 166,937 166,937
Moured Lesses @6/30/2003	(5)	35,500 37,945 38,795 72,932 86,322 115,462 122,543 172,805 172,805 172,805 177,412 222,200 211,195 119,993 116,890 183,914 160,627
Moured Less	3. 25.	35,131 37,815 59,116 72,933 86,338 110,956 113,037 173,077 185,073 173,348 232,815 213,691 119,327 119,327 116,79 160,792 160,792
	읩	35,181 37,835 59,303 73,051 86,333 111,272 122,284 133,936 177,000 184,937 173,347 223,247 223,247 223,247 119,336 119,335 119,335 119,335 119,335 119,335 119,335 119,335 119,335 1170,312
	126	35,356 37,495 59,482 72,954 86,793 121,594 121,594 105,769 172,632 185,867 173,078 173,078 173,088
Markera Comp - Indemnity	#	34,921 38,311 59,796 72,286 66,389 112,035 122,163 122,69 157,190 172,190 172,190 172,190 172,190 172,190 165,372 172,813 163,344 114,692 165,724 163,734 163,734 163,734 163,734 163,734 163,473 163,734 163,734 163,734 163,734
Morkera Com	102	0 37,505 59,531 72,302 65,256 112,053 122,341 131,988 171,568 171,568 171,422 223,217 205,317 115,658 111,389 111,389 111,389 115,658 111,389 111,389 111,234 69,251
	의	59,411 72,585 86,460 112,501 123,280 132,089 156,598 154,781 171,078 171,078 171,078 171,078 171,073 171,073 171,073 171,073 171,073 171,073 166,737 1
	2	0 0 0 110,640 127,056 130,671 159,033 170,219 170,219 172,000 221,350 281,924 116,752 1116,752 1116,752 1116,752 1116,752 1116,492 168,154 150,362 165,384 166,384 166,384 166,481 179,159 166,481 179,159 166,481 179,159 166,481 179,159 179
		1971 1972 1974 1975 1977 1979 1980 1980 1985 1985 1985 1986 1986 1987 1989 1989 1989 1989 1989 1989 1989

1,001 1,003 1,003 1,003 1,003 1,003 1,003 1,001 1,001 1,001	1.060	1.001	1.041	8,41f 1.050
234-246 0.999 1.402 1.002 1.003 1.003 1.003 1.003 1.001 1.001	1.003	1.001	1,041	10,925 1.055
222-234 1.002 0.959 1.001 1.005 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	1.500	1.030	1.041	9,560 1,661
2.10-222 0.998 0.998 0.998 1.002 1.002 1.002 1.000 1.000 1.006 0.999 1.006 1.006 1.006 1.006 1.006 1.006 1.006	1.000	1.001	1.641	5,533 1.069
1.000 1.000 1.003 1.003 1.006 1.006 1.006 1.006 0.398 1.006 1.006 1.006 1.006 1.006 1.006 1.006 1.006	1.400 1.000	1.032	1,043 1,043	5,634 1.076
1,002 1,002 1,003 1,003 1,005 1,005 1,005 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003	1.002	1.001	1.044	7,673 1.084
174-186 0.993 0.993 1.003 1.003 1.003 1.003 1.004 1.006 1.006 1.006 1.006 1.003 1.003 1.003 1.003 1.003 1.003 1.003	1.001	1.001	1.044	8,582 1.134
1,000 1,000	1.000 1.000	1.001 1.036	1.042	9,7a8 1,105
1,003 1,003 1,003 1,004 1,004 1,004 1,001 1,001 1,001 1,003 1,023 0,399 0,399 1,023 0,399 1,023 0,399 1,023 0,399 1,023 0,399 1,005	0.988 0.986	1.001 1,037	1,045	10,867 1.120
138-150 0.997 0.998 0.998 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	1 004 1.064	1.005 1.042	1.045	11,075
4.595 4.995 4.995 4.603 4.	P.CG0 1.001	1.004	1.049 1.047	10,416 1.154
114-126 1.012 0.995 0.995 1.003 1.003 1.003 1.004 1.005 1.006 1.006 1.006 1.006 1.006 1.006	1.662 1.802	1.049	1.055 1.055	1.177
1,022-614 2,003 1,004 1,004 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003 1,003	1,008 1,007	1.054	1.065	6,840 1.212
90-102  1.003  1.003  1.003  1.003  1.003  1.003  1.003  1.003  1.003  1.004  1.006  1.006	1.010 1.010	1,011	1.064	530 1.273
78-50  XXX  XXX  1.069  9.594  1.017  1.018  1.019  1.000  1.001  1.001  1.003  1.003  1.003  1.003  1.003  1.003  1.003  1.003  1.003  1.003	1.018			
ACC YR ENDED  1971 1973 1974 1976 1976 1978 1978 1978 1980 1981 1988 1989 1980 1980 1980 198	7 pt evg. straight 7 pt svg.weighted	Serviced Link Matros Less Development Factors Compare: Cumblative Straight Average	Cumulative Weighted Average Paid ALAE & Onco	ALAE Davel Factors

		数 数 2.2.5.6.6.1
	į	35,878 39,96 <b>6</b>
	ă	35.867 40,686 60,389
	Ŋ	35.767 39.507 60.350 67.953 75.953
<b>6</b> 9/30/2003	342	35,743 39,762 60,142 75,757 88,216
Incurred Losses 健永302003	330	15,385 39,915 75,741 88,003 118,136
2	318	35,303 39,664 39,625 75,752 87,808 115,531 127,795
	욁	36,362 39,895 39,877 75,475 87,838 114,896 127,280 137,805
- Indemnity	138	34,942 39,609 59,809 75,427 87,77 114,846 127,057 137,507 166,013
Workers Comp - Inderraity	껆	34,904 38,179 58,648 15,322 87,660 114,591 127,510 157,711 162,711
	270	34,730 33,160 59,298 75,168 87,849 114,695 127,420 137,319 162,395 177,709
	<del>5</del> 5	34,689 37,941 59,495 74,428 87,609 114,617 127,946 137,129 165,456 177,352 182,928
		1972 1975 1975 1976 1976 1979 1982 1984 1987 1988 1989 1989 1989 1999 1999 1999

			1.010 1.010
		1.010 f.010	1.023
1.013	1.013	1.002	1.024 1.024
1.005 0.97	1.004	1.014	1,025
0.198 1.000 1.000	F.601 1.301	1.032 1.016	720.1
1.003	1.002 1.003	1.002 1.018	1.032 1.03†
330-342 330-342 	1.003	1.£02 1.020	1,033
378-130 1.002 1.005 1.005 1.005 1.005	1.002 1.002	1.602 1.022	f.034 1.03 <b>5</b>
0.538 0.538 0.538 0.538 1.004 1.004 1.004	1.601	1.601	1.036
234-305 1.012 1.007 1.007 1.001 1.002 1.002 1.002	1.002 1.001	1.00r 1.024	1.037
1,001 1,007 1,007 1,009 1,001 1,001 1,001 1,009 1,009 1,002	1.601	1.001	1.038 1.038 8,136 1.035
1.005 1.006 1.006 1.006 1.006 1.006 1.007 1.003	1.00.1	1.001	1,038 1,038 8,362 1,038
258-270 1.005 0.997 1.001 1.001 1.001 1.002 1.002 1.002 1.002	1.000	1.007	1,038 1,038 9,106 1,043
ACC VR ENDECD 1974 1975 1975 1976 1977 1978 1979 1980 1981 1982 1980 1980 1980 1980 1980 1980 1980 1980	7 pt avg, vergited 7 pt avg,vergited	Selected Link Ratios Loss Development Factors Compare: Cumulative Straicht Averane	Cumulativa Weighted Average Paid ALAE 3 (DCO) ALAE Devet Factors

	977	21,837 21,329 30,046 31,488 40,723 40,723 40,723 40,854 17,816 92,215 98,455 117,653
	2	21,503 21,092 29,600 31,485 40,396 55,394 67,337 71,398 91,731 94,126 (120,032 117,301 116,586 154,012
	27.7	21,337 20,995 29,587 31,297 39,871 55,176 67,145 70,783 94,709 119,876 1116,222 155,864
\$,000	210	21,057 20,914 29,501 31,220 39,734 54,934 66,312 70,530 91,039 92,192 119,422 119,422 115,718 152,636 136,507 79,132
	8	21,083 20,749 29,264 31,132 39,452 54,486 65,374 70,319 115,376 115,056 115,056 115,056 115,056
	8	20,992 20,093 31,051 39,255 53,305 65,302 70,786 89,310 91,146 113,848 150,454 135,387 78,741 79,240
	174	20,875 20,699 29,098 31,073 38,187 13,471 65,730 69,760 97,801 90,571 113,314 112,250 113,721 78,181 78,182
@&\30\2603	797	20,724 20,630 29,055 31,230 39,477 53,106 55,486 69,358 96,642 89,911 110,2719 1110,869 112,718 110,839 112,718 110,435 112,137
Incurred Losses @6030/2003		20,545 20,440 28,509 31,244 39,137 53,081 65,164 65,84 710,728 7110,239 77,519 77,519 77,519 77,519 77,519 77,519
_	138	20,530 20,399 28,860 31,106 39,025 52,722 64,639 68,637 40,8275 110,360 110,360 113,026 77,277 77,630 77,277 70,330 77,277 109,366 123,793 131,340 135,256
	126	20,368 20,321 28,744 31,311 38,852 52,881 54,507 68,413 84,530 109,756 109,756 109,756 1139,533 1127,106 78,072 78,736 131,342 134,883
Workers Comp - Medical		20, 165 20, 293 28, 869 31, 241 34, 525 52, 446 84, 039 57, 927 44, 235 46, 039 47, 348 1139, 242 1121, 483 110, 346 1131, 126 1131, 126
	201	20, 103 28,288 31,023 38,063 52,731 63,760 67,537 84,125 87,510 108,757 107,600 138,215 172,410 75,174 75,587 104,183 121,663 124,494 140,646 132,063 122,063
	କ୍ଷା ସ	28,035 30,876 37,803 37,803 37,803 37,803 37,689 33,406 36,284 108,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582 118,582
	<b>න</b>	0 30,137 37,140 51,152 52,665 67,376 83,309 85,723 107,585 107,585 107,585 107,585 107,585 107,585 107,585 115,086 115,086 115,086 128,015 128,015 128,015 128,015 120,482 53,588 62,588 62,682 62,682 62,682 62,682 63,588
	1871	1972 1973 1974 1975 1977 1979 1980 1980 1987 1987 1987 1989 1989 1989 1989 1989

246-258 1,016 1,016 1,004 1,000 1,007 1,000 1,000 1,000 1,000 1,000 1,000 1,000	1.010	1.004	1.108 1.095	2,250 1.133
1,508 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000	1.006	1.066	1.100	3,114 1,145
1,005 1,005 1,005 1,005 1,004 1,004 1,004 1,004 1,003 1,003 1,003 1,003 1,003	1.005 1.004	1.004	1,120	3,035 1.156
1.013 1.013 1.003 1.003 1.003 1.003 1.005 1.005 1.005 1.005 1.005 1.005	1.00 <b>6</b> 1.006	1.004	1,731 1,118	1,731 1,170
1,005	1.609	1.031	1 136 1.125	1,389
146.189 1.004 0.997 1.005 1.003 1.001 1.003 1.005 1.007 1.000 1.000 1.000 1.000	2.00.5 1.006	1.005	1.143	2,459 1.203
174-186 1.005 1.000 0.599 1.006 1.006 1.006 1.006 1.006 1.000 1.014 1.020 0.993 1.007 1.011 1.011	1,00 <b>5</b> 1,00 <i>7</i>	1.063	1,150	3,026 1.221
1.62-174 1.003 1.003 1.003 1.004 1.005 1.005 1.005 1.012 1.012 1.012 1.012 1.012 1.000 1.000 1.000 1.000	1.007	1.100	1.158	3,419
Link Ratios 150-162 1.004 1.004 1.005 1.005 1.007 1.007 1.006 1.006 1.006 1.006 1.006 1.006 1.006 1.006 1.006	1.008	1,109	1.163 1.156	4,683
138-150 1,002 1,002 0,999 0,999 0,999 1,003 1,004 1,004 1,004 1,004 1,009 1,00 1,00	1.004	1.065 1.115	1,166	6,02 <b>2</b> 1.286
126-138 1.003 1.004 1.008 1.000 1.007 1.007 1.007 1.007 1.007 1.007 1.007 1.007 1.000 1.00	9,064 1,609	1.004	1.186	7,900
1.010 1.001 1.002 1.002 1.003	1.003	1,007	1,190	6,775 1.324
1,002-114 1,007 1,007 1,008 1,018	1.008 1.008	1.010	1.197	3,954 1.343
50-102 xxx xxx xxx 1,009 1,005 1,005 1,005 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000	1.010	1.150	1.209	382 1,384
76-90 xxx xxx xxx xxx xxx xxx 1.018 1.028 1.028 1.028 1.039 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040 1.040	1.041			
ACC YR ENDED  1971 1974 1975 1977 1977 1977 1978 1980 1981 1981 1988 1988 1988 1988 198	Č.	Selected Link Ratios Loss Devel Factors Compare. Compares	Cumulative Weighted Average	A Factors
	straight ang	Selected Link Ratio. Loss Devel Factors compare Compare	Comulative Paid At AF	ALAE Devel Factors

	tot	23,298
900 °	22	22.151
Ň.	<b>9</b> 2	22,911 22,007 24,502
	75	23,114 22,492 34,999 32,283
e002/XX/9@	뛁	22,038 34,8 to 37,386 45,372
incured Losses @600/0003	<del>če</del> l	22.709 22,119 32,386 45,273 59,535
Ĕ	#	22,159 22,159 34,794 32,336 45,238 59,372 69,736
	98	22,204 34,249 32,249 32,249 35,537 36,537 31,447
Mercal	刻	22,100 22,033 31,533 46,338 46,338 38,817 33,120 92,984
Workers Comp - Macical	282	22,160 21,910 31,042 31,871 45,389 57,774 69,221 72,086 96,204
3	270	22,054 21,637 30,742 31,677 42,373 57,389 64,715 72,933 92,431 86,569 119,970
	258	21,994 21,621 30,492 31,628 41,936 57,012 67,871 73,089 92,346 98,088 117,993
		1972 1973 1974 1975 1976 1977 1980 1980 1981 1985 1985 1986 1986 1986 1986 1987 1987

			1.025
		1.025 1.025	1.043
378-350	1.017	1.001	1.044 1.044
366.276 1.902	1,604	1.001 1.027	1,040 1,640
0.599 1.001 1.001	0.996 0.996	J.C01 1.628	1.041
3.42-254 1.007 1.007 1.005 0.996	1.601	F.001 1.029	1.045
330-342 4.014 4.016 1.005 1.000	1.004	1.402 1.031	1.048
318-330 1,019 0,558 1,009 0,589 1,403	1.002 1.002	1.003	1,047 1,047
305-318 1.003 1.004 0.395 0.398 1.002	0.939 1.000	1,003	1.067
294-346 1.005 1.003 1.004 1.004 1.004 1.004	1.089 1.015	1.00\$	1.072
282-294 1.000 1.006 1.006 1.006 1.005 1.005 1.005 1.000 1.000	1.005 1.004	1.004 1.047	1.036 1.078 2.184 1.100
1.002 1.013 1.013 1.007 1.007 1.007 1.007 1.007 1.002 1.003 1.003	1.912 1.010	1.606 1.053	1.030 1.082 2,360
1.003 1.001 1.002 1.002 1.002 1.002 1.003 1.006 1.006	1.004	1.056	1.089 1.089 2,235
ACC YR ENDED  1971 1973 1974 1975 1976 1977 1987 1987 1987 1988 1988 1988 1989 1989	straight avg Weightad sug	Satacted Link Ratios Loss Devel Factors compare:	Cumulative Maighted Average Cumulative Waighted Average Paid ALAE ALAE Devel Factors

Total • Workers Comp Inc Loss + ALAE	LDFs 1.034 1.037 1.042 1.045 1.050 1.057 1.057 1.067 1.067 1.067	1.081 1.088 1.035 1.107 1.120
	Workers Comp 277, 546 318, 386 329, 734 317, 724 216, 468 216, 468 216, 468 216, 468 216, 468 311, 337 310, 137 311, 337	378,732 285,098 159,486 13,589
WCH WCH	2,402 2,502 2,504 2,504 3,565 3,565 2,155 4,243 4,243	6,310 8,970 5,310
Projectes to Unimate WCI WCM WCM Pd.ALAE Inc.) Area of All All	22,457 22,559 32,512 32,597 32,102 32,597 66,005 60,233 98,273 100,686 125,327 123,572 123,572 123,572 123,573 144,104 34,093 34,093 144,403 144,403	138,116 113,446 73,244 6,049
WCI PdALAE	8,421 8,680 9,488 6,532 11,526 10,133 8,315 9,400 10,316	12,020 12,118 8,280 675
WCI	16,479 16,473 16,473 17,576 117,576 119,774 118,777 118,767 118,767 118,437 118,435 118,435 118,435 118,356 117,335	158,307 130,564 72,562 6,365
WCM Pd ALAE	2,184 2,386 2,235 2,235 2,236 3,114 3,114 1,686 2,469 3,419 4,683 6,022	7,900 6,775 3,954 352
Evaluated at Jun-03. WCI WCM d ALAE Inc Loss	22,885 24,384 34,384 31,405 44,708 56,405 58,630 72,803 72,803 72,803 72,803 116,703 116,703 116,703 116,703 116,703 116,703 117,019 110,350 110,350 110,350 110,350 110,350 110,350 110,350 111,081 112,081 112,081 113,091 113,001 113,001 113,001 114,002	525,428 100,662 64,362 5,260
WCI WCI Pd ALNE	8,135 8,362 9,106 8,410 10,525 9,550 5,634 5,634 5,634 5,634 5,634 5,634 10,735 10,735 10,735	6,840 530 530
WCI Mc Loss	36,518 39,983 60,062 75,557 87,664 127,246 137,121 137,161 189,052 116,462 116,462 116,462 116,462 116,462 116,462 116,462 116,462 116,462 116,462	68.844 5.890
WCM ALAE LOF	1.100 1.110 1.133 1.133 1.136 1.156 1.185 1.203 1.203 1.204 1.206 1.206 1.206	1.324
FINE COMP WCM INC LOSS LEF	1,026 1,027 1,027 1,023 1,034 1,037 1,047 1,045 1,046	1.127 1.136 1.150
TOTAL - Workers Comp WCI ALAE WCM INC LDF LOSS LDF	1,035 1,038 1,043 1,055 1,055 1,065 1,084 1,085	1.17 1.212 1.273
	1.010 1.012 1.014 1.016 1.018 1.020 1.023 1.029 1.029 1.029 1.030 1.030 1.035 1.036 1.035	1.049 1.054 1.066
Age	336 336 336 330 330 330 330 330 330 330	<u>5</u>
Acc Yr	1977 1873 1975 1975 1976 1977 1978 1980 1982 1982 1982 1986 1986 1988 1989 1989 1989 1989	986 986 986

This Endorsement, effective 8/30/2001 (12:01 A.M. Standard Time) forms a part of Policy No.

(See Below) issued to: JITNEY JUNGLE STORES OF AMERICA

by Risk Enterprise Management Limited (REM). Please be advised that the Risk Enterprise Management Limited (REM) has been appointed to manage the business of the Home Insurance Companies. Future correspondence on this matter will be on REM letterhead.

It is agreed that the BUYOUT AND FINAL Retrospective Adjustment of premium for the period 05/01/91-05/01/92, in accordance with the provisions of the Retrospective Premium Endorsement attached to Policy No. (See Below) develops the following premium\* results by policy: (Supported by attached Adjustment Sheet)

### THIS RETROSPECTIVE RATED POLICY IS NOT SUBJECT TO FURTHER ADJUSTMENTS

BUYOUT AND FINAL			
05/01/91-05/01/92	AD	DITIONAL PREMIUM	RETURN PREMIUM
	\$		\$ TICTOTAL MEMION
BA K989411		398	 0
WC F991129		13,283	C
		0	C
		O	Q
		O	Ö
		0	0
		0	0
		0	0
		0	0
		O	0
		0	0
		0	ō
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
TOTAL	\$	13,681	\$ 0
TOTAL PREMIUM	\$	13,681	\$ 0

## RETROSPECTIVE RATED PREMIUM COVER SHEET

BUYOUT AND FINAL PREMIUM ADJUSTMENT FOR - JITNEY JUNGLE STORES OF AMERICA POLICY TERM - 05/01/91 - 05/01/92 VALUATION DATE - 5/16/2001

PREMIUMS ARE TAKEN FROM THE FOLLOWING AUDIT STATEMENTS

POLICY NUMBER (S)

DATE (S) PREPARED 07/21/92

WCF991129 BAK989411

07/21/92

LOSSES ARE LIMITED AS FOLLOWS

150,000 WC

150,000 EL

150,000 AL

COMBINED

UNLIMITED

A

WC/ALAE in addition to the Loss Limit

UNLIMITED

UNLIMITED

AL/ALAE In addition to the Loss Limit

EL/ALAE In addition to the Loss Limit

PLE NAME: A7.111/91 DIRECTORY: R:\APPS\RNOV\

TOTAL NUMBER OF PAGES = 1 DATE PRINTED: 8/30/2001

RATER: DIP

Z
ш
77.4
-
-
//
_
-
$\boldsymbol{\sigma}$
_
~
٠,
-
~
_
=
=
-
ш
_
ĕ
=
_
•
~
ъ.
-
FINAL
=
_
4
$\sim$
_
=
ONY.
◂
•
_
-
굶
=
$\mathbf{r}$
$\sim$
BUYOUT
ζ
_
ո
==

A980)	1991 WC F991129 WC MS MS 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			0 0	0 0 1,840	0000	• •
(PREMIUM B	1991 BA K989411 AL MS 108,987 17,318 17,318 0 0.000000 0.00000 0.00000 0.00000		13,092 0 0 0 0 302 17,620	47,068	108,987 0 (62,317)	0 0 0 0 0 46,670	398
.UED: 5/16/2001	1991 AL AL TAL 1,587 1,587 0 0.000000 1,0000 0,00000 0,00000 1,0175		283 60 0 0 0 0 0 0	347	1,587 0 (1,240)	0000 45	٥
- 05/01/92, VAL	1991 A.A.A.1, 058 1,058 0 0 0 0,000 0,000 0,000 0,000 1,000 1,0175		176 0 0 0 0 0 0 0 0 0 0 1.3180	23. 23.	1,058 0 (827) 0	23 0 0 0 13 13	9
TERM: 05/01/91	1891 WC F 991129 WC TN 260,232 236,393 D 0.166000 0.00000 1.0000 1.0175		43,199 0 0 0 6,126 4,126 240,518	373,938 373,938	260,232 0 10 <b>6,27</b> 0 0	0 0 0 0 0 308,502	5,438
ERICA POUCY	1991 WC F99 1129 WC AR 171,912 262,280 0 0.186000 0.000000 1.0000 0.00000 1.0000		28,537 0 0 0 0 0 0 4,577 266,657 1.3180	389 <sub>,</sub> 330	171,912 0 201,905 5,521	4,393 0 (434) 0 383,297	6,033
STORES OF AM	1991 WC F991129 WC AL 2S3,713 77,859 0 0.000000 1.0000 0.00000 1.0000 1.0175		42,116 0 0 0 1,359 79,218 1,3180	159,91 <b>9</b> 159,919	253,713 0 (131,687) 20,324	15,536 189 4 4 5 159,104	1,615
JINEY JUNGLE STORES OF AMERICA POLICYTERM: 05/01/91 - 05/01/92, VALUED: 5/16/2001 (PREMIUM BASIS)	TOTALS 797,489 593,650 0 1.610000 0.500000 1.000000	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	132,383 0 0 0 0 10,383 604,213 1,316000	970,833 970,833	797,489 0 115,964 24,005	19,928 189 (430) 65 0 0 957,151	13,681
BUYOUT AND FINAL PREMIUM ADJUSTMENT	1 POUCY YEAR 2 POLICY NUMBER(S) 3 JINE OF BUSINESS 4 STATE 5 STANDARD PREMIUM 8 UMITED INCURRED LOSSES 7 PAYROLL (OR OTHER EXPOSURE) BASIS 8 MAXBULM PREMIUM FACTOR 9 MINIAUM PREMIUM FACTOR 10 BASIC PREMIUM FACTOR 11 EXCESS LOSS PREMIUM FACTOR 12 LOSS CONVERSON FACTOR 13 PREMIUM DEVELOPMENT FACTOR 14 LOSS DEVELOPMENT FACTOR 14 LOSS DEVELOPMENT FACTOR 15 PREMIUM DEVELOPMENT FACTOR	16 MAXIMUM 17 MINIMUM 18 BASIC 19 EXCESS LOSS 2 LOSS EXPENSE 21 LOSS EXPENSE 21 LOSS EXPENSE 22 MAXIMUM PREMIUM (5 X 8) 23 MINIMUM PREMIUM (5 X 9)	24 BASIC PREMIUM (5 X 10) 25 BHING BASIC TO MIMMUM (1W) 25 BHING BASIC TO MIMMUM (1W) 27 LGF ON ELP (26 X 12 - 26) 28 BRING EXCESS LP TO MINMUM (1W) 29 LOSS DEVELOPMENT CHARGE (6 X 12 + 6) 31 MODIFIED LOSSES (6 + 29 + 30) 32 TAX MULTIPUER (WGTD AVG - TOTAL CGL)	33 INDICATED RETRO PREMIUM (2428+31)x32 34 RETROSPECTIVE PREMIUM (33)	35 STANDARD PREMIUM 36 TOTAL PRIOR PHEMIUM 37 PHIOR AP(RP) 1ST ADJUSTMENT 36 PHIOR AP(RP) 2ND ADJUSTMENT 36 PHIOR AP(RP) 2ND ADJUSTMENT	42 PRIOR AP (AP) AND ADJUSTIMENT 41	46 BUYOUT PREMIUM

IN ACCORDANCE WITH THE AGREEMENT OF ENDORSEMENT, THE HOME REQUESTS THAT THIS ADJUSTMENT BE CONSIDERED FINAL. PAGE 1 OF 1 PRINTED: 08/30/2001

FILE NAME:A7.4TN91 DIR:R:\APPS\RNOV\-CMP

### INVOICE

	INVOICE NO	INVOICE DATE	ACCOUNT NAME
ļ	4740996	10/31/2001	
ď		10/31/2001	JITNEY JUNGLE STORES OF AMERICA, INC

BILL TO:

REMIT TO:

Attn: PAT FORD JITNEY JUNGLE STORES OF AMERICA, INC. P.O. BOX 3409 JACKSON, MS 39207

THE HOME INSURANCE COMPANY P.O. BOX 9636 MANCHESTER, NH 03108-9636

	DESCRIPTION	ACCOUNT NUMBER	POLICY EFFECTIVE DATE	AMOUNT
10/31/2001 10/31/2001	PAID DEDUCTIBLE PROGRAM PAID DEDUCTIBLE PROGRAM	000055947 000055947	05/01/1987 05/01/1988	0
10/31/2001 10/31/2001	PAID DEDUCTIBLE PROGRAM PAID DEDUCTIBLE PROGRAM	000055947 000055947	05/01/1989 05/01/1990	0
10/31/2001 10/31/2001	PAID DEDUCTIBLE PROGRAM PAID DEDUCTIBLE PROGRAM	000055947	05/01/1991	0 71
10/31/2001	PAID DEDUCTIBLE PROGRAM	000055947	05/01/1992 05/01/1993	0 0

If you have any questions, please contact Rita Lighthall at (603) 634-0327. All amounts are due upon receipt. Please return a copy of this invoice with your remittance.

### THE HOME INSURANCE COMPANY

## POLICY SUMMARY INFORMATION

MONTHLY SUMMARY OF LOSSES AND EXPENSES PAID - DEDUCTIBLE PROGRAM

ENDING DATE	10/31//11
INSURED NAME	JITNEY JUNGLE STORES OF AMERICA INC
ACCOUNT NUMBER	000055947

					Current Month			Incent To Date	Parameter Parks		
<u> </u>	Policy Numbers	Policy Period	Paid Losses	Pd Expenses	LCF	Total Que	Incurred Lass	Paid Losses	Paid Fynensee	Current Loss	incept to Date
ಠ	1690388	51187 TUBIT 54100		;					escaled and a	Neselve	Incumed Loss
	POLICY PERIOD SUB TOTAL			0.00	0.00	0.00	0.00	1, 125,683,30	10,024.50	0.00	1, 125,683,30
ਫ			<u> </u>	0.00	0.00	0.00	0.00	1,125,663.30	10,024.50	0.00	1,125,661 30
5	ā	SELECTION SHARE INRED 5/1/89	00.00	0.00	0.00	000	0.00	937,370.14	99,944.51	8	937 376 44
Œ			0.0	0.00	0.00	0.60	0.00	937,376,14	99,844.51	0.00	917.370.14
į	2	SUR TOTAL	0.00	0.00	0.00	0.00	0.00	1,450,169.92	154,165.76	0.00	1.450.169.90
GLR		S/1/49 THRITING		G0.0	0.00	0.00	0.60	1,450,169.92	154,155,76	0.00	1,450,169,92
	POLICY PERIOD SUB TOTAL				0.00	0.00	00.0	1,732,014.32	245,076.22	0.00	1,732,014.32
MC	77.57	SAMA THEM SAMS	6.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	0.00	05'0	0:00	9.00	1,732,014.32	245,676.22	0.60	1,732,014.32
<b>8</b> 79		SHIND SHIND SHIND	41.17	90°	0.00	71.14	0.14	1,738,829,84	46.08	18,670.00	1,757,299.84
	POLICY PERIOD SUB TOTAL	SUB TOTAL	0.00 74 44	9.6	<b>6</b> .0	0.00	0.00	2,622,457,78	8	0.00	2,622,457.76
Ş. ¥		SWINZ LIGHT COUNC		aria d	00'0	7.4	0.14	4,361,087.60	46.08	18,670.00	4,379,757.60
GLR		571/82 THRU 571/93			0.00	0.00	0.00	770,978.51	37,922.00	0.00	770,978.51
Æ	F328383	5/1/92 THRU 5/1/83	8 8	2 2	0.00	0.00	0.00	2,284,139.32	304,751.58	0.00	2,284,139.32
	POLICY PERIOD SUB TOTAL	SUB TOTAL	900	8 8		0.00	0.00	45,297,16	116.50	0.00	45,297,16
¥	1734163	S/1/93 THRU S/1/94	2		מאמ	06-0	0.00	3,110,414.99	342,790.06	0.00	3,110,414.99
<u>9</u>	9091435	SA193 THRU SA194	8 6	800	3 8	8	0.00	26,981.64	1,797.30	0.00	26,981.64
₩	F329065	571/83 THRU 57/194	000		3 6	90.0	0.00	1,251,499,50	111,222,21	0.00	1,251,499,50
٠	POLICY PERIOD SUB TOTAL	WB TOTAL	0.00	900	9070	00:0	0.00	148,316,13	8,827.88	0.00	148,316.13
	TOTAL	Total for account	H.14	0.00	0.00	71.14	0.14	1,426,787.27 14,143,517.54	121,847.39 973,894.52	0.00 18.670.00	1,426,787.27
											40° 701 (47) (F.

# MONTHLY SUIMMARY OF LOSSES AND EXPENSES PAID . DEDUCTIBLE PROGRAM

	1		Ţ			Cent to Date		Encurred Lass			47,473.03
		ENDING DATE	10045004	I COD METERS I	!	Incept To Date Incept to Date   Current Loss Incert to Date		TASSELVE III			18,670.00 18,670.00
		_	01/1997			Incept to Date	Paid Evenence	and independent			0.00
	TOOL TOOL	POLETY PERSON	05/01/1991 THRU 05/01/1997			ncept To Date	Pairl Jason Pair Evrone				28,803.03
	g	·	10/20				mourred Loss				0.14 0.14
	POLICY TYPE   POLICY NINBER		1734111			Current Month	Pd Expenses   In	-			00.00 00.00
	POLICY TYPE		S N			Сипе	Paid Losses Pd I			ì	71.14
			RICAINC				Date Paid			07/08/1003	<b>7</b>
	INSURED NAME		OICHES OF AM		200		Date			01/24/1992 DZW	
	¥	VI TOTAL VINES	JUNES SONGLE STORES OF AMERICA INC				Clive dame			100	
	ACCOUNT NUMBER	000055947				Claimant				MS PAGE MICHAEL	AL; 00602
£				,		OFFICE NUMBER State			LOCATION CODE 40602	601 678381 MS P.	LOCATION CODE SUB TOTAL: 01602

	ţ			
	47,473.03		1,709,826.61	1,757,239,84
	18,670.09		On'o	18,676,00
	0.00	46.08	e e e e e e e e e e e e e e e e e e e	46.08
	28,803.03	709.826.84		1,738,829.84
	9.14	-	•	<del>-</del>
	0.00			
	71.14			
TOTAL FOR NOTATION OF A MANAGEMENT OF THE PROPERTY OF THE PROP	CONTROL OF ACTIVE CLASS POLICY NUMBER WC 173411	TOTALS FOR CLAIMS WITH NO NET ACTIVITY THIS MONTH (DETAIL NOT PRINTED)	TOTAL POLICY FROM \$/1/31 THRU 10/31/2001	

INVOICE INFORMATION FOR POLICY NUMBER:	1734111
PAID LOSSES:	71.14
PAID EXPENSES:	8
TOTAL LCF DUE	8 6
TOTAL DUE HOME	200.00
	/ 1.84

### INVOICE

INVOICE NO INVOICE DATE ACCOUNT NAME
4746386 09/30/2002 JITNEY JUNGLE STORES OF AMERICA, INC

BILL TO:

Attn: PAT FORD

JITNEY JUNGLE STORES OF AMERICA, INC.

P.O. BOX 3409

JACKSON, MS 39207

REMIT TO:

THE HOME INSURANCE COMPANY

P.O. BOX 9636

MANCHESTER, NH 03108-9636

If you have any questions, please contact Rita Lighthall at (603) 634-0327.

All amounts are due upon receipt. Please return a copy of this invoice with your remittance.

## POLICY SUMMARY INFORMATION

		ACCOUNT ALL MOED								
	<u>}</u>	Nacial Malaca	4	INSURED NAME	NAME	Ļ.	ENDING DATE			
		000055947	JITNEY JI	NGLE STORE	JITNEY JUNGLE STORES OF AMERICA, INC	$\perp$	9/30/02			
Policy Mumbers				Current Month			Incent To Date	Inches 6 Park		
	Policy Period	Paid Logses   Pd	Pd Expenses	5	Total Due	Incurred Loss	Paid Losses	Paid Expenses	Clarent Loss	Incept to Date
GL 1690388	5/1/87 THRU 5/1/88	2	<u></u>					coentral and	neserve	incurred Loss
POLICY PERIO	POLICY PERIOD SUB TOTAL		C C	90°	0.00	0.00	1,125,663.30	f0,024.50	0.00	1.126 683 30
GL 1705140	SVABS THRU SVABS		1 d	00.0	0.00	0.00	1,125,663,30	10,024,50	000	1,125,663.30
POLICY PERIOD SUB TOTAL	ID SUB TOTAL		0 S	00.0	0.00	<b>0.0</b> 0	937,370.14	99,844.51	0.00	937,370 14
GLR 9085580	5/1/89 THRU 5/1/80			0.00	000	0.00	937,370.14	99,944.51	0.00	937,370.14
POLICY PERIOD SUB TOTAL	D SUB TOTAL		0.0	00.0	9.6	0.00	1,450,169.92	154,165.76	00'0	1.450 689 92
GLR 9097777	5M/80 THRU 5M84	900	<b>1</b>	6.9	0.00	0.00	1,450,169.92	154,185.76	000	1.450.169.92
POLICY PERIOD SUB TOTAL	D SUB TOTAL	00.0	8 8	0.00	0.00	00.0	1,732,014,32	245,078.22	90.0	1 732 014 32
WC 1734111	5/1/81 THRU 5/4/02	20,000,00	3 :	800	0.00	0.00	1,732,014,32	245,076,22	0.00	1,732,614,32
GLR 9088279	571/91 THRU 5/1/92	0.000	9 6	900 600 600 600 600 600 600 600 600 600	20,000,00	1,330,00	1,758,629.64	46.08	0.00	1.758.628.84
POLICY PERIOD SUB TOTAL	SUB TOTAL	20.000.00	8 6	B 8	000	0.00	2,822,457.76	0.00	0.03	2,622,457.76
WC 1734131	54/B2 THRU 57/93	000			20'000'02	1,330.00	4,381,067.60	46.08	0.00	4,381,087.60
	S/1/92 THRU S/1/93	000	0 0	00.0	000	0.00	770,978.51	37,822.00	0.00	770,978.51
BA F328363	5/1/82 THRU 5/1/83	0.00	8 6	3.0	00-70 1	0.00	2,294,139,32	304,751.58	0.00	2,284,139.32
2	SUB TOTAL	0.00	000	8 6	0.00	0.00	45,297,16	116.50	0.00	45,297.16
	5/1/83 THRU 5/1/94	0.00	9			90.0	3,110,414.99	342,760.05	0.00	3,110,414.99
	5///B3 THRU \$/1/94	0.00	9.0	8 6	0.00	0.00	26,981.64	1,797.30	0.00	26,981.BM
EA F328065	51/193 THRU 51/194	0.00	0.0	8 6	00.0	00.0	1,251,499,50	111,222.21	0.00	1,251,499,50
POLICY PERIOD SUB TOTAL	SUB TOTAL	0.00	0.0	0.00	60'a	8 :	148,318.13	B, 827.68	0.00	148,316,13
<b>LTOT</b>	TOTAL FOR ACCOUNT	20,000,00	0.00	0.0	20.00		426 787 27	121,847.39	0.00	1,428,797,27
					U4,030,02	1,336.00	14,163,517.54	973,894,52	4 00.0	0.00 14,163,517.54

0.00 14,163,517.54

A CINCIPLE		UMBER POI IPV DEDICH
		POLICY TYPE   POLICY N
	XMT KUMBER	
	ACCOUNT NUMBER	
,		

000055947	JITNEY JUNG E	GIE STOBES	STOBES OF AMERICA INC.	1	<u> </u>		POLICY PERIOD	٥	ENDING DATE		
		2000	אויייין איזוארייין איז	WC	1734111		05/81/1991 THRU 05/01/1992	101/1992	09/30/2002	2	
CLAUK										7	
OFFICE NUMBER State	1	200			Current Month		Incept To Dale	Incept to Dale Incept to Date	السعوا المسال		
	Utiver Mame	Dake	Date	Paid Losses	Pd Expenses	Incurred Loss	Paid Losses	Paid Losses Paid Expenses	Record Record	Incept to Late	
ADCATION CODE. UGG02 601 676381 MS PAGE MICHAEL LOCATION CODE SUB TOTAL; 01602		04/24/1992	07/36/1982	20,009.00 20,000.00	00°0	1,330.00 <b>1,330</b> .00	48,803,03	0.00		48,803,03 48,603,03	
TOTAL FOR ACTIVE OF A MASS TOTAL											
TOTAL CITY OF THE POLICY NUMBER WIC 1734111	WC 1734111			20,000.00	000	1,330.00	48,803.03	DD-0	8	40 600 07	
TOTALS FOR CLAIMS WITH NO NET ACTIVITY THIS MONTH (DETAIL NOT PRINTED)	IS MONTH (DETAIL NOT	PRINTED					476	<b>]</b>	3	40,000,04	
TOTAL POLICY FROM 54181 THRU 850/2002							1,703,828.81	46.08	0.00	1,709,626.81	
							1,758,629.84	46.08	0.00	1,758,629.84	

INVOICE INFORMATION FOR POLICY NUMBER: 1734111	PAID LOSSES:	PAID EXPENSES:	TOTAL LCF DUE	25.00	200000
INVOICE	PAID	PA	TOTA	TOTAL BUE HOME	

### PROOF OF CLAIM The Home Insurance Company,

Merrannick County Superior Court, State of New Hampshire 93-E-0106 Read Carefully Before Completing Talk Form

Please print or type



Jithey Jungle Stores Of America, Inc. P.O. Box 3409 Jackson NS 39207-3409

POC #: Insu289165

fallddaaldladadadalullladdalladdadall

### The Deadline for Filing this Form is June 13, 2004.

You should fite this Proof of Claim form if you have an actual or potential claim against The Home Insurance Company of any of its former subsidiaries, ("The Home") even if the comment of the claim is presently uncertain. To have your claim considered by the Liquidator, this Proof of Chalm must be postmarked no later than June 13, 2004. Failure to thirdy return this completed form will likely result in the DENIAL OF YOUR CLAIM. You are advised to retain a c

		your records.	and managed to retain a copy
I.	Claimant's Name;	JJSA Liquidating Trust	
2,	Claimant's Address:	1855 Lakeland Drive, Suite D-20	- If your name, address,
		Jackson, MS 39216	e-mail address, or telephone number set forth above are
3.	Claimant's Tulouter		_ III COPPECT OF IF Chapter
	Fax Number: ( 601	C Number: ( 601 ) 362-4490	you must natify the Liquidator so she can advise
	Emuit address:sre	hinson@jjtrust.com/dblack@jjtrust.com	you of new information.
4,	Claiment's Social Sec	The Mark of the second	
5	mi i	early Number, Tax ID Number or Employer ID Number. 64-	6223002
	a) X Policyholdar	(check one);	
	'' HIBU PARV C	ITHUTTON I combine to the company of	
	c)Fimployee or (	former employee	·
	d)Broker or Age	ent	
		Or, Reinsurer, or Reinsured	
	g)Uther; describ	c:	•
Desc	ribe in detail the nature	Of several de la constant de la cons	
aupp Te Si	ort of your claim, such :	of your claim. You may attach a separate page if desired. Attact as copies of custanding invoices, contracts, or other supporting of drew down Letter of Credit for Jitney June portion of excess escrow funds were returned	b relevant documentation to
funda	I D GGCTOU A	could be the of Credit for Titney	anenticitiitiou
clair	represents rem	e drew down Letter of Credit for Jitney Jun portion of excess escrow funds were returned aining excess escrow funds and interest three	d in June. 2001 Whise
	, ,		ough July 11, 2003.
6.	Indicate the terral data		
be so	re to attach sufficient de	amount of your claim. If the amount of your claim is unknown, numeration to allow for determination of the claim amount.	write the word "unknown" wife.
	\$73,598.53 + add	1.1 interest [amount is unknown, write the word inknown").	Authority Didi
_	(1)	amount is unknown, write the word imknown").	
7. dom	lf you have any security rentation.	backing up your claim, describe the potter	
N N	/A	backing up your claim, describe the nature and amount of such	recurity. Attach relevant
			•
8. [	The Henry bay must		
dates (	Paid: *See Descri	my payments towards the amount of the claim, describe the amount of the claim, describe the amount of the claim.	IMI of such reuments + -
		aty payments towards the amount of the claim, describe the amount of the claim.	and the
9. į.	s there any setoff, country	erclaim, or other defence which all the said	•
J <u>nkno</u> u	m	erclaim, or other defense which should be deducted by The Hom	⊭ from your claim?
		or your claim? If so, why: <u>No</u>	
li Da	Gurat.		
νι. γη Νι	ine: Sylvie D.	nd telephone number of the person who has completed this form.	
Αţ	······································	and Daine Corre	•
<b>331.</b>	_Iackson_M	8 39216 362-4400	
en En	one rumber ( <u>603    )                                </u>	362-4190	ı
The Gr	interference of the second	DESTRUCTION COM	Ÿ
Texas.	The Home Insurance Con-	The Home Insurance Company of Indiana, City Insurance Company, Huray of Himes, and The Hame Insurance Commany of Wisconsin	me I buda Yawa
Z/9Z	BPAG	The Home Insurance Company of Indiana, City Insurance Company, H. Wasser of The Home Insurance Commany of Wisconsin	one broyes insurance Company
,	2000	HOME INSURANCE CO	9039340400

ZZ/9Z PAGE

12. If repr	esented by legal counsel, please supply the following information:	
a. Na	me of attorney:  N/A  me of law firm:  dress of law firm:	
D. Nat	Me of law Garage	
c. Ade	me of the firm:  dress of law firm:	
d. Atte	orney's telephone.	•
e. Atte	ITIEV 9 13V marros 4 44	
f. Atto	orney's fax number: orney's email address:	
a. Am	ount of judgment N/A	
D. Date	; of judgment	
C. Nan	a judgment against The Home as the basis for this claim; count of judgment N/A c of judgment L c of case te and location of count	
u, Nair	e and location of court	
e, Cou	te of case te and location of court te docket or index number (if my)	
14. If you as	P Pompleton 41 P	
conditionally	release your claim against the insured by signing the following, as required by N.H. Rev. Stat. Ac	
	or the country the insured by signing the following, as required by N N Paul Care	must
I,	- State Age State Age	in, § 402-C:40 I;
۔ سنماہ	findert old-next	
administ	gainst The Home, on behalf of myself, my officers, directors, employees, successors, defendant(s) insured by The Home), and his/her/its officers, directors, employees, successors, executors, and personal representatives hereby release and discharge ratures, executors, and personal representatives.	right to bring a
name of	defendant(s) insured by The Home), and his/her/its officers, directors, employees, successors, nature, executors, and personal representatives, from liability on the cause(es) of entire the form	neire, assigna,
administr	mine of the name, and his/her/its officers dispersed	——— (Inscri
my clain	a nonlocal Title and the second of the secon	T TIGHTON BAGINES.
however	that this release shall be void if the insurance coverage provided by The Home is avoided by the	ms the basis for
	shall be vote if the insurance coverage provided by The Home is avoided by	iome; provided,
به ادار ادار ادار ادار ادار ادار ادار ادا	, I STATE IS IN THE IS A COUNTRY OF THE IS	Liquidator.
Claim	ent's signature	
	ants must complete the following:	
l Cultur	mpleting this form for a legal entity) subscribe and affirm as true, under the penalty	
100 EON CO.	A. D. Robinson (insert individual claimant)	Any person who
Of Berium	repleting this form for a legal entity) subscribe and affirm as true and affirm as true	knowingly files a
that this of	as follows: that I have read the foregoing proof of claim and know the penalty in the amount of 1/2 y \$73.598.59 \$75.000.	stotement of claim
		containing any faise
that the m	18. 53 against The Home is Justly owed, except as stated in item 9 above, and atters set forth in this Proof of Claim are true to the best of the term of the proof of Claim are true to the best of the term of the proof of Claim are true to the best of the term of term of the term of term of the term of te	or misteading
Laisn conf	atters set forth in this Proof of Claim are true to the best of my knowledge and belief.	information is
	ify that no part of this claim has been sold or assigned to a third party.	subject to criminal
Su.	(11 N 1   95 N 1 A A A A A A A A A A A A A A A A A A	and civil penalties.
Chican	5/24/04 5/24/04	<b>!</b>
	at 8 signature	
£ 0	Date	-
6. Soud this c	completed Proof of Claim Form, postmarked by June 13, 2004, to:	
	June 13, 2004, to:	
The H	ome Insurance Company in Liquidation	
P.O. B	ox 1720	
Manch	ester, New Hampshire 03105-1720	
Y	ou should complete and send this form if you believe you have an	. 4
	The send this form if you believe you have an	* }
	even if the amount of the claim is presently uncertain	<u>.</u> 3

PAGE 26/27

### Home Insurance - LOC Draw down

Date	Days	Beginning Balance	Activity	Interest @ 4.5%	Ending Balance
4/30/01					
5/31/01	31	345,495.53			345,495.53
6/30/01	30	346,815.53	(280 640 66)	1,320.00	346,815,53
7/31/01	31	67,179.53	(280,919.00)	1,283.00	67,179.53
8/31/01	31	67,436.53		257.00	67,438.53
9/30/01	30	67,694.53		258.00	67,694,53
10/31/01	31	67,944.53		250.00	67,944.53
11/30/01	30	88,204.53		260.00	68,204,53
12/31/01	31	68,456.53		252.00	68,456.53
1/31/02	31	68,718.53		262.00	68,718.53
2/28/02	28	68,981,53		263.00	68,981.53
3/31/02	31	69,219.53		238.00	69,219.53
4/30/02	30	69,484.53		265.00	69,484,53
5/31/02	31	69,741.53		257.00	69,741.53
6/30/02	30	70,008.53		267.00	70,008,53
7/31/02	31	70,267,53		259.00	70,267,53
8/31/02	31	70,536.53		269.00	70,536.53
9/30/02	30	70,806.53		270.00	70,806.53
10/31/02	31	71,068.53		262,00 272.00	71,068.53
11/30/02	30	71,340.53		264.00	71,340.53
12/31/02	31	71,604.53		274.00	71,804.53
1/31/03	31	71,878.53		275.00	71,878.53
2/28/03	28	72,153.53		249.00	72,153.63
3/31/03	31	72,402.53		277,00	72,402.53
4/30/03	30	72,679.53		269.00	72,679.53
5/31/03	31	72,948,53		279.00	72,948.53
6/30/03	30	73,227.53		271.00	73,227.53
7/11/03	11 .	73,498.5 <b>3</b>		100.00	73,498.53 73,598.53