EXHIBIT B
**SCHEDULE OF POLICIES COVERED BY THIS AGREEMENT**

<table>
<thead>
<tr>
<th>FOR COMPANY USE ONLY</th>
<th>POLICY NUMBER</th>
<th>FULL NAME OF INSURANCE COMPANY AND ADDRESS OF BRANCH REPORTING OFFICE AND FULL NAME AND ADDRESS OF GENERAL AGENT</th>
<th>TYPE OF INSURANCE</th>
<th>TERM IN MONTHS</th>
<th>POLICY EFFECTIVE DATE Mo. Day Year</th>
<th>POLICY PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefix Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C0081</td>
<td>025156</td>
<td>TRAVELERS INDEMNITY COMPANY</td>
<td>TAXES</td>
<td>12</td>
<td>5 01 05</td>
<td>125.10</td>
</tr>
<tr>
<td>B0278</td>
<td>051556</td>
<td>TRAVELERS INDEMNITY COMPANY</td>
<td>LIAB</td>
<td>12</td>
<td>5 01 05</td>
<td>3,452.00</td>
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<tr>
<td>B0278</td>
<td>051556</td>
<td>RISK PLACEMENT SERVICES</td>
<td>RISK PLACEMENT SERVICES</td>
<td>12</td>
<td>5 01 05</td>
<td>5,514.00</td>
</tr>
<tr>
<td>15368</td>
<td>LHP613896</td>
<td>RSUI INDEMNITY COMPANY</td>
<td>DO</td>
<td>12</td>
<td>5 01 05</td>
<td>61,000.00</td>
</tr>
<tr>
<td>15368</td>
<td>LHP613896</td>
<td>ARC EXCESS &amp; SURPLUS</td>
<td>POLL</td>
<td>12</td>
<td>5 01 05</td>
<td>4,821.00</td>
</tr>
<tr>
<td>15368</td>
<td>LHP613896</td>
<td>GREENWICH Y.X.L. ENVIRONMENT</td>
<td>BOND</td>
<td>12</td>
<td>6 06 05</td>
<td>400.00</td>
</tr>
<tr>
<td>15368</td>
<td>LHP613896</td>
<td>AMERICAN CASUALTY INSURANCE</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>C A. SHEA &amp; CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22571</td>
<td>10515005</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NY Charge under §2119 of New York Insurance Law for obtaining and servicing these policies.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLORIDA DOCUMENTARY STAMP TAX</td>
<td>30.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DISCLOSURE STATEMENT - PAYMENT SCHEDULE**

Payment Plan: (X) Monthly ( ) Quarterly ( ) Annually

Number of Payments | 6 |

First Payment Due | August 01, 2005 |

Subsequent payments are due on the same day of each succeeding period.

<table>
<thead>
<tr>
<th>CASH PRICE</th>
<th>CASH DOWN PAYMENT</th>
<th>AMOUNT FINANCED</th>
<th>FINANCE CHARGE</th>
<th>TOTAL OF PAYMENTS</th>
<th>AMOUNT OF EACH PAYMENT</th>
<th>ANNUAL PERCENTAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>75,312.10</td>
<td>37,656.05</td>
<td>37,656.05</td>
<td>828.01</td>
<td>38,484.06</td>
<td>6,414.01</td>
<td>7.50%</td>
</tr>
</tbody>
</table>

Delinquency Charge of 5% of the delinquent installment. In AK, CA, DE, IL, IN, MD, NJ, NY, OR, TN, TX, the Delinquency Charge is not due until installment is in default for ten days or more, more than 10 days in MA, MN, 7 days in VA. Maximum delinquency charge is $5 in DE, $100 in MD, $500 in NJ. 1 1/2% of the installment in NJ with a minimum of $25. In AK, OR, for delinquent payments of less than $250, the delinquency charge is the lesser of 5% of the payment or $5, otherwise the delinquency charge is 2% of the payment. KS Delinquency charge is $5 plus 2% of the installment in default. Cancellation Charge. The insured agrees that if a default results in cancellation of the policy(ies) to pay a Cancellation Charge in the amount stated on page two. (Not applicable in AK, KY, TX, NC.)

**NOTICE**
1. **DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, INCLUDING THE WRITING ON PAGE TWO, OR IF IT CONTAINS ANY BLANKS.**
2. **YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT.**
3. **YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT, KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**
4. **UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.**
5. **SEE PAGE TWO FOR IMPORTANT INFORMATION.**

When used in this Agreement, "Insured" means the insured and any co-obligor named above and all insureds covered by the Policies listed in the Schedule of Policies. Each insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all of its provisions including those on page two. The person signing represents and warrants that he or she is authorized to enter into this Agreement on behalf of each Insured and to bind each Insured to this Agreement. Each Insured agrees that Cananwill may send all notices under this Agreement to the Insured's address shown above. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

By ____________________________
(Typed Name and Title)

Date _________________________

(______________________________________) (Signature of Insured)

AGENT'S REPRESENTATIONS AND WARRANTIES
The undersigned Agent has read the Insurance Agent's Representations and Warranties on page two and makes all such representations and warranties recited therein and agrees to be bound by the terms of this Agreement.

By ____________________________
(Typed Name and Title)

Date _________________________

(______________________________________) (Signature of Agent)
The Insured (jointly and severally if more than one) agrees as follows:

1. In consideration of the payment of Cannawill of the Amount Financed, Insured agrees to pay the Cash Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay Cannawill the instalment payments in accordance with the terms of this Agreement, due and payable on an annual basis of 12 months of 30 days each.

2. Insured assigns to Cannawill as security for the total amount payable hereunder all sums payable to the insured under the listed Policies, including, among other things, any gross unearned premiums and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.

3. Insured hereby irrevocably appoints Cannawill as its Attorney-In-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to Cannawill authority to effect cancellation of policies listed in the Schedule of Policies ("Policies"), and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein, and to sign any check or draft issued therefor in Insured’s name and to direct the insurance companies to make such check or draft payable to Cannawill. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.

4. Insured agrees that any payments made and accepted after Policy reinstatement shall not constitute reinstatement or obligate Cannawill to request reinstatement of such insurance Policy(ies), and Insured acknowledges that Cannawill shall have no responsibility to reinstate coverage, and, if any payment is applied to Insured’s indebtedness hereunder.

5. Insured agrees not to assign the Policy(ies) except for the interest of mortgages or loss payees, without the written consent of Cannawill. Cannawill may assign this Agreement without Insured’s consent, and all rights conferred upon Cannawill shall inure to Cannawill’s successors and assigns.

6. Except in KY and VT, Insured agrees to pay a fee of $15.00 in the event of a dishonored check. ($5.00 in CA; $10 in AZ, MA, MD, OH, VI; $7.50 in NV, not to exceed Cannawill’s cost in NJ)

7. An Event of Default shall occur if any of the following conditions exist:

   a. If the Insured does not pay any installment according to the terms of this Agreement or (except in MD) fails to comply with any of the terms of the Agreement (or except in MD) if any of the Policies are cancelled as a result of Cannawill’s demands for payment of premiums thereon due and payable to Cannawill, for all amounts described herein, including any unpaid balance remaining after application of the unearned premiums. If an Event of Default occurs, Cannawill may at its option pursue the following remedies:

   i. After proper notice has been given as required by law, Cannawill may immediately cancel the Policy(ies) and collect any unearned premiums or other amounts payable under said Policies.

   ii. Unearned premiums shall be payable to Cannawill only.

   iii. Cannawill may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, Cannawill is entitled to collect costs and expenses incurred while enforcing its rights under this Agreement and to reasonable attorney’s fees if this Agreement is referred to an attorney who is not a salaried employee of Cannawill for collection or enforcement (not permitted in KY, NC; total of collection costs and attorney’s fees is limited to 20% of the unpaid balance in AZ, FL, MO, MS, NH, NV, NY, VI; 15% of unpaid balance in TN; 25% of unpaid balance in VT).

   iv. Except in AK, KY, MI, NC, VT and the other states listed herein, after cancellation, Insured agrees to pay interest on the unpaid balance (calculated according to the Rule of 78s (actuarial method) in AR, AZ, CA, NJ, OR, PA; short rate method in SC) as of the scheduled due date of the first delinquent payment leading to cancellation of the Policies at the rate of 1% per month (In AR, NM, TX, at the Annual Percentage Rate stated on page one), or at the highest rate permitted by law, whichever is less, until the entire balance of this loan is paid in full. In MA, Insured agrees to pay interest at the rate of 1% per month on the unpaid balance on the date of cancellation of the Policies computed according to the actuarial method and the unearned premiums received by Cannawill on the cancelled policies, for the period from the date of cancellation until the balance is paid in full.

   v. In AL, DC, DE, IL, KS, KY, NY, and WA, after cancellation, Insured agrees that Cannawill may recompute the total finance charge due under this Agreement on the original amount financed, at the rate and in the manner that is computed from the last effective date of the Policies through the last originally scheduled installment date, and Insured agrees to pay this amount, subject to the provisions on prepayment in full. That rate, stated as a dollar amount per year for each $100 of amount financed is as follows: 8% in AL, DE; $10 in DC, IL, WA; $12 in KS; $14 in NY.

   vi. Cannawill may offset and deduct from any amounts owed to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to Cannawill under this or any other agreement between the parties.

6. Insured agrees to pay a non-refundable service fee of $10 in AK, AZ, CT, DE, KS, LA, MO, NY, PA, WA; $12 in NJ; $12.50 in MT; $15 in AL, KY, NC, RI, SC, TN, VA; $15 in MA; $18 in MT; $20 in DC, FL, GA, MD, MN, OH; $25 in CO, HI, IA, ID, IN, ME, NE, ND, NV, OK, SD, UT, WI, WV, WY; the lesser of $50 or 10% of the amount financed in OR. In CA, the minimum finance charge is $25. In IL, the non-refundable service charge is $20 if the amount financed is less than $500; if the amount financed is $500 or more but less than $1,000, or $40 if the amount financed is over $1,000. If this loan is prepaid in full, Insured agrees to pay an additional charge of $20 for any loan of $2,000 or less, 1% of the loan for loans over $2,000 up to and including $5,000, and 1% on loans over $5,000.

7. Insured agrees to pay a collection fee of $5 in TN, $6 in MN, ND, OH; $5 in AL, AZ, GA, MO, MS, RI, WI, $25 in CO, HI, IA, ID, IN, LA, ME, NE, OK, SD, UT, WV, WY; the greater of 2% of the unpaid balance or $50, the difference between the delinquency charge assessed and any amount added to the insurance premium due on the Policies.

8. Insured agrees to pay a fee of $10 for any additional premium due on the Policies.

9. The Agent is not the agent of Cannawill and the Agent cannot bind Cannawill. Cannawill is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, delinquency or other action or failure to act by any of them shall not relieve Insured of its obligations to Cannawill hereunder.

10. Except in MD, and if not prohibited by applicable law, Cannawill may insert the name of the insurer, policy numbers and first installment due date if omitted and if policy has not been issued at the time of signature.

11. This Agreement shall have no force or effect until accepted by Cannawill. All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. Neither Cannawill nor its assignees shall be liable for any loss or damage to the insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by Cannawill or its assignee of the rights conferred herein. This Agreement constitutes the entire agreement between Cannawill and Insured and may not be modified except as agreed upon in writing. Cannawill’s acceptance of late or partial payments shall not be deemed a waiver by Cannawill of any provisions of this Agreement, and Cannawill is entitled to require Insured to strictly comply with the terms hereof. Except in AR, this Agreement is governed by the laws of the state where Insured is domiciled or where Insured is domiciled for other than personal, family or household purposes and that all information provided herein or in connection therewith by Insured is true, correct, complete and not misleading.

CA: CONTACT THE DEPARTMENT OF THE INSURANCE INSTITUTIONS, STATE OF CALIFORNIA

In connection with the Policies scheduled on page one, the Agent represents and warrants to Cannawill, its successors and assigns that:

1. Deposit premiums are not less than the anticipated premiums to be earned for the full terms of the Policies.

2. All of the scheduled Policies or bonds in this Agreement are cancellable by standard short rate or pro-rata tables.

3. When cancellation is requested by Insured or by Cannawill, none of the Policies require advance notice of cancellation to any party, other than any notice required to be given by Cannawill, and there are no audit or reporting form policies, Policies subject to retrospective rating or to minimum earned premiums except as indicated in the Schedule of Policies.

4. We are the authorized policy issuing Agent of the insurance companies or the broker placing the coverage directly with the insurance company on all Policies except as indicated in the Schedule of Policies.

5. The Insured’s signature(s) on both pages one and two hereof are genuine, the Insured has not paid for the scheduled Policies other than as described herein, the Insured(s) have received a copy of this Agreement, this Agreement is valid and enforceable and there are no defenses to it. The scheduled Policies are in full force and effect and the premiums indicated are correct for the term of the Policies, and all other information relating to the Policies and the Insured is complete and correct. None of the Policies have been financed on an instalment payment plan provided by the insurance company(ies), or are noncancellable policies, or policies written for a term of less than one year. The Agent recognizes the Insured’s assignment of the unearned premiums and upon cancellation of any of the scheduled Policies agrees to pay promptly any unearned commissions to Cannawill and to pay to Cannawill the unearned premiums immediately upon receipt. Agent shall not deduct any amounts which Insured owes to any amounts owing to Cannawill hereunder. The Policies are not for personal, family or household purposes.

6. A proceeding for violation of this Agreement has not been instituted by or against the Insured or the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured’s name and address is placed.

7. If the Agreement has been signed by the agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Agent has provided the Insured with the complete copy of this Agreement.

8. There are no exceptions to the Policies financed other than those indicated, and the Policy(ies) comply with Cannawill’s eligibility requirements.

9. The Cash Down Payment, and any installments due from the Insured which Agent has agreed to collect, have been collected from the Insured.

10. Agent is not an agent of Cannawill and is not authorized to bind Cannawill and has not made any representation to the contrary.

11. The Agent agrees to promptly remit all funds received from Cannawill and the insured for the financed Policies and due to the insurance company(ies) issuing such Policies. Agent shall be liable to Cannawill for any losses, costs, damages or other expenses (including attorney’s fees) incurred by Cannawill or its assignee as a result of or in connection with any untrue or misleading representations or warranties made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Agent shall promptly notify Cannawill of any unearned premium/premiums for the Policies.

CW-1 QMS (Ed 01-03)