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November 6, 2007

RECEIVED

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INSURANCE COMMISSIONER  
COMPANY SUPERVISION

Mr. Ronald J. Pastuch  
Holding Company Manager  
Office of Insurance Commissioner  
State of Washington  
P.O. Box 40259  
Olympia, WA 98504-0259

Re: *Form A – Statement Regarding the Acquisition and Control of National Merit  
Insurance Company by J.C. Flowers II L.P.*

Dear Mr. Pastuch:

Enclosed are Amendment No. 2 to the Form A and John Waller's biographical affidavit.

Please contact me with questions. If you deem the Form A complete, can we discuss setting a hearing?

Very truly yours,

CARNEY BADLEY SPELLMAN, P.S.



Timothy J. Parker

TJP:cw  
Enclosures

AMENDMENT NO. 2  
NOVEMBER 5, 2007

FORM A

STATEMENT REGARDING THE  
ACQUISITION OF CONTROL OF DOMESTIC INSURER

**NATIONAL MERIT INSURANCE COMPANY**

Name of Domestic Insurer

BY

**J.C. FLOWERS II L.P.**

Name of Acquiring Person (Applicant)

Filed with the OFFICE OF THE INSURANCE COMMISIONER  
OF THE STATE OF WASHINGTON  
(State of domicile of Insurer being acquired)

Original dated: May 10, 2007  
Amendment No. 1 dated: August 1, 2007

Name, Title, Address and Telephone Number of Individuals to Whom Notices and  
Correspondence Concerning This Statement Should Be Addressed:

J.C. Flowers II L.P.  
c/o David I. Schamis  
717 Fifth Avenue, 26th Floor  
New York, NY 10022  
Tel: (212) 404-6810  
Fax: (212) 404-6899  
Email: dschamis@jcfco.com

With a Copy to:

Daniel A. Rabinowitz Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Phone: (212) 558-3471 Fax: (212) 558-3588 Email: rabinowitzd@sullcrom.com	Timothy J. Parker Carney Badley Spellman, PS 701 Fifth Avenue, Suite 3600 Seattle, Washington 98104-7010 Phone: (206) 607-4153 Fax: (206) 467-8215 Email: parker@carneylaw.com
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This Statement Regarding the Acquisition of Control of the Domestic Insurer (as defined herein) (the "Statement") seeks approval of the Office of the Insurance Commissioner of the State of Washington (the "Office") pursuant to Section 48.31B.015 the Revised Code of Washington ("RCW") for the acquisition and control of the Domestic Insurer.

**ITEM 1. INSURER AND METHOD OF ACQUISITION.**

**(a) Name and Address of Domestic Insurer**

This Statement relates to the proposed acquisition of control of the following Washington-Domiciled insurance company:

National Merit Insurance Company  
15805 NE 24<sup>th</sup> Street  
Bellevue, Washington 98008-2409

**(b) Method of Acquisition of Control.**

Overview of Transaction.

National Merit Insurance Company (the "Insurer"), a Washington-domiciled insurer, is a wholly owned subsidiary of Direct Response Corporation, a Delaware corporation (the "Company"). The Insurer is engaged in the business of underwriting personal lines property-casualty insurance. The Company's common stock ownership as of March 28, 2007 (the date of execution of the Stock Purchase Agreement described herein) is as follows, according to information received from the Company and its stockholders:

**Table I: Ownership as of March 28, 2007**

Stockholder	Shares Owned	% of Total Shares Outstanding	% of Total Shares Outstanding, Fully Diluted <sup>1</sup>
The Plymouth Rock Company ("PRC")	21,349	8.0%	8.2%
James M. Stone	6,578	2.5%	6.3%
Mory Katz	200	0.1%	1.9%
The Company's management, other than Mory Katz	0	0.0%	1.5%
Morgan Stanley Capital Investors, L.P.	2,995	1.1%	1.0%
Morgan Stanley Capital Partners III, L.P.	106,895	40.1%	36.8%
MSCP III 892 Investors, L.P.	10,943	4.1%	3.8%
DR Investors, L.P.	103,891	39.0%	35.8%
DR Investors II, L.P.	13,609	5.1%	4.7%
Total:	266,461	100.0%	100.0%

J.C. Flowers II L.P., a private equity investment fund described in this Statement, proposes to acquire control (as defined in RCW Section 48.31B.005) of the Insurer as described in this Statement, and is referred to herein as the "Applicant." Control will be acquired by means of a purchase of shares of the Company's common stock from certain stockholders of the Company, as described below (the "Acquisition"), resulting in the Applicant owning 46.4% of the total number of outstanding shares, on an undiluted basis. The selling stockholders comprise Morgan Stanley Capital Partners III, L.P., Morgan Stanley Capital Investors, L.P., MSCP III 892 Investors, L.P., DR Investors, L.P. and DR Investors II, L.P. (the "Sellers").

Set forth below is a description of the principal features of the main Acquisition documents.

Stock Purchase Agreement.

A copy of the Stock Purchase Agreement, dated as of March 28, 2007, as amended on October 10, 2007 (the "Stock Purchase Agreement"), among the Applicant, PRC, Stoneridge

<sup>1</sup> This column and similar columns in the tables below as indicated reflect the percentage of ownership after giving effect to the exercise of 2,313 options, 11,813 options, 5,300 options and 4,334 options owned by PRC, Mr. Stone, Mr. Katz and management other than Mr. Katz (including 500 options held by Mr. Jeffrey C. Keil, Chairman of the Company's Board of Directors), respectively, as of the date of execution of the Stock Purchase Agreement, March 28, 2007. Each month, additional options are granted to PRC and Mr. Keil, under the terms of the Company's 2004 Management Equity Plan as adopted by the Board. Accordingly, percentages set forth in this column may differ by immaterial amounts from corresponding percentages as of the date of this Statement. Moreover, due to rounding of fractional shares and percentage points, columnar data in this Statement may not always total the sum provided.

Holding LLC ("Stoneridge"), the Company and the stockholders listed therein is attached hereto as Exhibit 1, except that exhibits to the Stock Purchase Agreement that are also exhibits to this Statement in substantially the same form are omitted from Exhibit 1, and except that Annex D to the Stock Purchase Agreement (disclosure schedules) is submitted under separate cover.

Under the Stock Purchase Agreement, upon the terms and subject to the conditions set forth therein, on the Closing Date (defined in the Stock Purchase Agreement) the respective Sellers will sell to the Applicant, and the Applicant<sup>2</sup> will purchase from the respective Sellers, in exchange for \$816.364 in cash per share, or \$101,000,554.08 in cash in the aggregate to all Sellers, the number of shares of common stock indicated below:

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<sup>2</sup> A portion of the shares that the Applicant is committed to purchase will be purchased and held by certain affiliated limited partnerships of J.C. Flowers II L.P. (alternative investment vehicles) sharing common control with J.C. Flowers II L.P. These alternative partnerships exist for legal reasons unrelated to U.S. insurance laws. The holdings of such affiliated entities are aggregated with those of J.C. Flowers II L.P. for purposes of this Statement.

To give effect to this allocation of shares, the Applicant and these affiliated partnerships will purchase the shares from Sellers through a single, newly formed Alberta limited partnership organized specifically for purposes of the Acquisition (the "Acquisition Vehicle"). The equity interests in the Acquisition Vehicle will be owned exclusively by the Applicant and the affiliated partnerships, and the Acquisition Vehicle's general partner (with exclusive power to control the Acquisition Vehicle) will be a Delaware limited liability company whose sole member is J. Christopher Flowers. David Schamis will be an authorized signatory of the general partner. No person other than Mr. Flowers and Mr. Schamis (each of whom has provided biographical information below) will serve as an officer or director or the equivalent of the Acquisition Vehicle.

The Acquisition Vehicle will nominally own all of the shares to be purchased by the Applicant under the Stock Purchase Agreement and will hold no other significant assets and conduct no activities other than owning such shares and activities incidental thereto. The Acquisition Vehicle will pass through all of the incidents of ownership and control to its equityholders, consisting of the Applicant and the affiliated partnerships referred to above. The Applicant's obligations discussed in this Application will not be affected by this structure, nor does this structure affect control over the Insurers.

<b>Table II: Acquisition of the Company's Shares by Applicant</b>				
<b>Seller</b>	<b>Number of Shares to Be Sold to the Applicant</b>	<b>% of Total Shares Outstanding</b>	<b>% of Total Shares Outstanding, Fully-Diluted<sup>3</sup></b>	<b>Cash Consideration to Be Paid by Applicant to Seller</b>
Morgan Stanley Capital Partners III, L.P.	45,058	16.9%	15.1%	\$36,783,729.11
MSCP III 892 Investors, L.P.	5,240	2.0%	1.8%	\$1,170,665.98
Morgan Stanley Capital Investors, L.P.	1,434	0.5%	0.5%	\$4,277,747.36
DR Investors, L.P.	65,472	24.6%	22.6%	\$53,448,983.81
DR Investors II, L.P.	6,516	2.4%	2.2%	\$5,319,427.82
<b>Total:</b>	<b>123,720</b>	<b>46.4%</b>	<b>42.2%</b>	<b>\$101,000,554.08</b>

Also pursuant to the Stock Purchase Agreement, two other persons, PRC and Stoneridge, who are unaffiliated with the Applicant, will purchase 4,899 and 1,225 shares of common stock of the Company, respectively, from Morgan Stanley Capital Partners III, L.P. As shown in Table I, above, PRC is an existing stockholder, and its purchase of shares pursuant to the Stock Purchase Agreement will result in PRC owning 9.85% of the Company's outstanding shares on an undiluted basis. In connection with this Statement, the Applicant has been informed by PRC and the Company that PRC intends to either submit a Disclaimer of Affiliation pursuant to RCW Section 48.31B.025(11), amend its existing Disclaimer on file with this Office in respect of the Insurer or request an exemption from the Form A approval requirement pursuant to RCW Section 48.31B.015(5) reflecting such 9.85% share ownership and board arrangements discussed below, as appropriate. Stoneridge, which is controlled by Mr. Keil, the Chairman of the Company's Board of Directors, will own less than 10% of the shares of common stock from and after the Closing Date.

Also, as a result of the Acquisition, the two Sellers that individually have a current 10%-or-greater position in the Company will reduce their ownership of the Company's common stock as indicated below.

<sup>3</sup> See Footnote 1 for explanation of dilution.

**Table III: Reduction of Ownership as a Result of the Transaction**

<b>10%-or-Greater Seller</b>	<b>Shares Owned as a Percentage of Total Shares Outstanding, as of date of Stock Purchase Agreement</b>	<b>Shares Owned as a Percentage of Total Shares Outstanding from and after the Closing Date</b>	<b>Shares Owned as a Percentage of Total Shares Outstanding from and after Closing, Fully Diluted<sup>4</sup></b>
Morgan Stanley Capital Partners III, L.P.	40.1%	20.9%	19.2%
DR Investors, L.P.	38.9%	14.4%	13.2%

The Company and the Sellers have advised the Applicant as follows in the remainder of this paragraph: Under the Company's existing stockholders' agreement (which would expire when the Applicant acquires control), no Seller is currently able to designate a majority of the Company's board of directors. Accordingly, the Company and the Sellers have historically asserted that even though Morgan Stanley Capital Partners III, L.P. and DR Investors, L.P. each hold more than 10% of the Company's stock, neither of these two stockholders nor any other stockholder controls the Insurer for purposes of insurance holding company regulation. Morgan Stanley Capital Partners III, L.P. and DR Investors, L.P. have Disclaimers of Affiliation on file with this Office in connection with the Insurer pursuant to RCW Section 48.31B.025(11). In 2006, with the term of the existing stockholders' agreement about to expire, Morgan Stanley Capital Partners III, L.P., DR Investors, L.P., Metalmark Subadvisor LLC and certain affiliates of the foregoing filed a Form A with this Office and in the other domiciliary states. The Form A reflected the ability that these stockholders would have had to exercise control as a result of the expiration of the stockholders' agreement, which would allow them to elect directors to the full extent of voting power. In light of the Acquisition and this Statement, the Metalmark Form A has been withdrawn by letter of John Dembeck, Esq., dated April 3, 2007. In connection with this Statement, these Sellers intend either to submit a new Disclaimer, amend their current Disclaimers or request an exemption from the Form A approval requirement pursuant to RCW Section 48.31B.015(B), as appropriate.

Under the terms of any such determination, these Sellers, together with MSCP III 892 Investors, L.P., and DR Investors II, L.P., would be willing, at the request of the Washington Office of Insurance Commissioner, to a commitment under which they will collectively agree with the Washington Office of Insurance Commissioner not to vote, or to execute any shareholder consents with respect to, any shares of common stock or other voting stock of the Company beneficially owned in aggregate by such Sellers in excess of 9.9% of the outstanding shares of common stock and other voting stock of the Company, without the prior written approval of the Washington Office of Insurance Commissioner or until such Sellers have received approval of an application for acquisition of control of the Company. As a result of this commitment, such Sellers will be able to vote no more than 9.9% of the outstanding shares of common stock and other voting stock of the Company, thus reducing their voting shareholders to a position that is below the 10% presumed control threshold set forth in RCW 48.31B.005(2).

<sup>4</sup> See Footnote 1 for explanation of dilution.

The five Sellers described above, and PRC, have received exemptions from the Connecticut Department of Insurance from that state's Form A filing and approval requirements in this acquisition. These exemptions were granted on September 20, 2007, on terms and conditions identical to those described in this Amendment No. 2 to Form A.

Following completion of the Acquisition on the Closing Date, ownership of the Company's common stock will be as set forth in Exhibit 2.

The completion of the Acquisition is subject to the satisfaction of closing conditions specified in the Stock Purchase Agreement, including:

*Approval under State Insurance Law.* The Acquisition is subject to the approval of the Insurance Commissioner of the State of Washington pursuant to RCW Section 48.31B.015, and this Statement constitutes the statement required by such provision. The Acquisition is also subject to the prior approval of the insurance regulators of California, Connecticut and New York, the states where the Company's other insurance company subsidiaries are domiciled, pursuant to similar provisions in those states. Statements similar to this filing are being filed with those departments around the time of this submission.

*HSR Approval.* The waiting period required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, must have expired or been terminated.

The Stock Purchase Agreement provides that it may be terminated unilaterally by either the Sellers or the Applicant if the Closing Date has not occurred by August 31, 2007. No party has exercised this right since August 31, 2007. The Stock Purchase Agreement will terminate in any event if the Closing Date has not occurred by March 31, 2008, unless the Closing Date has not occurred solely due to regulatory action or inaction beyond the control of any party to the Stock Purchase Agreement.

#### Stockholders' Agreement.

Under the Stock Purchase Agreement, the Applicant, PRC, Stoneridge, the Company, the Sellers and James M. Stone (together, all such parties other than the Company are referred to as the "Stockholders") have agreed to enter into a stockholders' agreement (the "Stockholders' Agreement") on or before the Closing Date, the form of which is included herewith as Exhibit 3.

The Stockholders' Agreement provides for the composition of the Company's Board of Directors (the "Board") and approval rights of Stockholders after the Acquisition. Under the Stockholders' Agreement, the initial Board from and after the Closing Date would consist of eleven members – (i) J. Christopher Flowers, (ii) David I. Schamis, (iii) Jeffrey C. Keil, (iv) Mory Katz, (v) Sandra Urie, (vi) John Waller, a copy of whose biographical affidavit (as filed with the Connecticut Form A in this matter) is submitted to this Office under separate cover, (vii) James N. Bailey, (viii) Hal Belodoff, (ix) Howard Hoffen, (x) Lawrence Unrein and (xi) James M. Stone.

- The Applicant would have the right to remove six of the initial eleven directors – Flowers, Schamis, Keil, Katz, Waller, and Urie – at any time for any reason. In addition, the Applicant would have the ability to increase the size of the Board up

to a maximum of 18 and to designate all of these additional members for a total of 13 members;

- Up to two directors would be designated by PRC, and could be removed and replaced in their sole discretion. Under the Stockholders' Agreement, PRC initially appoints James N. Bailey and Hal Belodoff;
- Up to two directors would be designated by Metalmark Capital, LLC on behalf of Morgan Stanley Capital Partners III, L.P., and DR Investors, L.P., and could be removed and replaced in their sole discretion. Under the Stockholders' Agreement, Metalmark Capital, LLC initially appoints Howard Hoffen and Lawrence Unrein;
- The Stockholders agree to cause their respective directors to elect initially Mr. Keil as Chairman of the Board; and
- One additional director may be elected at any election of directors by a majority vote of members of the Board appointed by PRC, Metalmark Capital, LLC and the Applicant. The Stockholders agree to cause their respective directors to elect initially James M. Stone.

Additional directors may be named in the future by the Stockholders in accordance with the above guidelines. When and as new directors are named, biographical information as required under the insurance laws of this and other states will be provided to the applicable insurance departments.

Generally, all actions taken by the Board would require the approval of a majority of the full Board. Item 8 of this Statement enumerates certain specific rights of the Stockholders with respect to the transfer of shares of the Company's common stock.

#### Corporate Governance of the Insurer.

The boards of directors and management of the Insurer will consist of the same individuals as prior to the Acquisition.

#### Analysis of Competitive Impact.

Pursuant to RCW 48.31B.015(4)(a)(ii)(A), incorporating the informational requirements of RCW Section 48.31B.020(3)(a), the Acquisition would have virtually no effect on competition in the State of Washington.

The only insurance business that is affiliated with the Applicant and that is engaged in the same lines as the Company in Washington is Affirmative Insurance Holdings and its subsidiaries. Other than the Affirmative companies, the Company would not, as a result of the Acquisition, be affiliated with other any insurance companies engaged in property-casualty insurance in Washington.

Attached as Exhibit 4 is a schedule showing, for direct written premium as reported by the relevant companies for the year ended December 31, 2005 (the most recent data available from A.M. Best), the respective market shares and ranking by line of business in Washington for (i) the Affirmative companies and (ii) the Insurer and all other insurance subsidiaries of the Company. The schedule also shows the resulting increase in such market share as a result of the Acquisition.

In addition, the schedule shows the relevant Herfindahl-Hirschman Index (“HHI”) for each line of business before and after the Acquisition. The HHI is a commonly accepted measure of market concentration and is used by the U.S. Department of Justice and Federal Trade Commission in their review of antitrust filings<sup>5</sup>. A market having an HHI of below 1000 is considered unconcentrated by the Federal antitrust authorities. Markets in which the HHI is between 1000 and 1800 points are considered to be moderately concentrated, and those in which the HHI is in excess of 1800 points are considered to be concentrated. Transactions that increase the HHI by more than 100 points in concentrated markets presumptively raise antitrust concerns for the DOJ and the FTC.

The schedule indicates that in no line of business in Washington would combined market share increase by even 0.01% of the entire market, and in no line would the combined market share of the Applicant and all affiliates be greater than 0.50%. This is a sufficiently small market share and increase to warrant an exemption from Washington’s pre-acquisition notification requirement set forth in RCW Section 48.31B.020(2)(b)(v). Similarly, the Acquisition would have no appreciable effect on HHI, and every line in which both sets of companies are engaged is unconcentrated (below 1000) except Homeowners Multiple Peril and Private Passenger Auto No-Fault. Such lines are moderately concentrated, and, according to the Federal HHI guidelines, mergers producing an increase in the HHI of less than 100 points in moderately concentrated markets post-merger are unlikely to have adverse competitive consequences and ordinarily require no further analysis. In this case, these two lines evidence HHI increases of less than 0.01 of a point each.

## **ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT.**

### **(a) The Applicant.**

The name and address of the Applicant seeking to acquire control over the Insurer is:

J.C. Flowers II L.P.  
717 Fifth Avenue, 26th Floor  
New York, New York 10022

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<sup>5</sup> HHI is calculated by squaring the market share of each firm competing in the market and then summing the resulting numbers. For example, for a market consisting of four firms with shares of 20, 30, 20 and 20 percent, the HHI is 2600 ( $30^2 + 30^2 + 20^2 + 20^2 = 2600$ ). HHI measures the concentration of the given market by taking into account the relative size and distribution of the firms in the market. HHI approaches zero when a market consists of a large number of firms of relatively equal size, and HHI increases both as the number of firms in the market decreases and as the disparity in size between those firms increases. A high HHI means a market with relatively little competition.

**(b) The Applicants' Business.**

The Applicant, which is a Cayman Islands exempted limited partnership, and certain related alternative investment vehicles comprise an investment program established in 2006 (the "Fund") by J.C. Flowers & Co. LLC ("JCF") primarily to make privately negotiated equity and equity-related investments in the financial services industry. The Fund considers investment opportunities primarily in the U.S., Western Europe and Asia and pursues both control and strategic minority positions, generally where JCF believes it can add value and exert influence through board representation and extensive shareholder rights. The Fund seeks to form a diversified portfolio comprised of interests in several multi-billion dollar transactions as well as a number of smaller investments. The Fund has received equity commitments of \$7.0 billion, of which Mr. Flowers has committed \$200 million and other JCF professionals have committed \$69 million. As a result of these commitments, when fully called, Mr. Flowers will hold an approximately 3% equity ownership interest in the Applicant. At present, \$5.6 billion of the total commitments has not yet been called and remains outstanding.

Mr. Flowers is considered one of the preeminent investors and advisors in the financial services industry, having spent substantially all of his professional career focused on the sector. Prior to forming JCF, Mr. Flowers spent 19 years at Goldman, Sachs & Co. ("Goldman Sachs"), where he was among the founders of, and later headed, the Financial Institutions Group. In 1988, Mr. Flowers became the youngest individual since World War II elected as a general partner of Goldman Sachs as of that time.

Mr. Flowers formed JCF shortly after retiring from Goldman Sachs in 1998. Between 1998 and 2000, he (i) completed the highly successful investment in The Enstar Group, Inc. and (ii) sponsored, with Ripplewood Holdings LLC, the purchase of Shinsei Bank, Limited (formerly The Long-Term Credit Bank of Japan), from the Japanese government (collectively, the "Pre-Fund I" investments). In 2002, JCF formed J.C. Flowers I L.P. ("Fund I") with \$900 million in commitments primarily from leading financial institutions. JCF formed Fund II to pursue the same investment strategy employed in the successful Pre-Fund I and Fund I investments.

Since 1998, including the Pre-Fund I and Fund I transactions, Mr. Flowers and JCF have invested \$3.7 billion of capital from Mr. Flowers, third parties and Fund I in financial services companies. As of February 28, 2006, the most recent date for which such information is available, these investments in the aggregate had a total realized and unrealized value of \$9.8 billion.

JCF has considerable experience in investing in the insurance industry. Among JCF's notable insurance holdings are Concord Re, Affirmative Insurance Holdings and Symetra Life.

Certain JCF investment funds under common control and ownership with the Applicant indirectly hold 100% of the common stock of Concord Re Limited, a Bermuda exempted, limited-life special purpose Class 3 insurer. Concord Re is a dedicated reinsurance vehicle, or sidecar, established in 2006 to provide U.S. commercial property reinsurance coverage to its sole client, Lexington Insurance Company, a subsidiary of American International Group, Inc., which has an "A plus" financial strength rating from A.M. Best Co.

JCF I and certain affiliated entities indirectly control Affirmative Insurance Holdings, Inc. ("Affirmative"), which is a holding company for two Illinois-domiciled property-casualty insurers, Affirmative Insurance Company (NAIC #42609) and Insura Property and Casualty Insurance Company (NAIC #38806). Affirmative Insurance and Insura write principally non-standard auto coverage in 12 states and are rated "B plus" by A.M. Best for financial strength. Affirmative itself is an SEC-registered company whose shares trade on The NASDAQ Stock Market LLC. JCF I has controlled Affirmative since 2006, and two JCF designees, including Mr. Schamis, currently serve on the Affirmative board of directors.

In addition, since 2004, JCF I has held a \$25 million equity investment (approximately 2% of the entire economic interest) in Symetra Financial Corporation. Symetra is the parent of Symetra Life Insurance Company, a Washington-domiciled life insurer formerly owned by Safeco Corp. with an "A" financial strength rating from A. M. Best. The investment is held indirectly through a consortium of investors including White Mountains Insurance Group Ltd. and Berkshire Hathaway.

**(c) Organizational Chart and Affiliate Information.**

Charts illustrating the Applicant's organizational structure and its controlled affiliates with total assets at least equal to 0.5% of the Applicant's total assets and other insurance company affiliates of Mr. Flowers are included as Exhibit 5, submitted under separate cover.

An ownership chart for the Company, as of the date of the Stock Purchase Agreement, is included in Exhibit 6A. A chart showing ownership of the Company's common stock by all Stockholders, after giving effect to the Acquisition, is included as Exhibit 6B.

No court proceedings involving a reorganization or liquidation are pending with respect to any such person identified in this Item 2(c).

**ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT.**

**(a) Names and Business Addresses of Directors, Executive Officers or Owners of 10% or More of Voting Securities, or the Applicant in the case of an Individual.**

The only individual acting in a directorial or managerial capacity for the Applicant is Mr. Flowers, who is the director of the general partner of the Applicant's general partner. As noted above, Mr. Flowers and Mr. Schamis will be the Applicant's initial designees on the Company's board of directors. The business address of each of these individuals is J.C. Flowers & Co. LLC, 717 Fifth Avenue, 26th Floor, New York, New York 10022.

**(b) Present Employment of Directors, Executive Officers or Owners of 10% or More of Voting Securities, or the Applicant in the Case of an Individual.**

Mr. Flowers is the managing member of JCF and oversees all of the JCF funds, including the Applicant. Mr. Schamis is a managing director of JCF. Biographical affidavits for such individuals have been submitted to the Department under separate cover.

**(c) Past Employment.**

Employment information and other positions for the past five years of the required individuals are set forth in Exhibit 7 and/or the affidavits referred to above, including any required government licensing and disciplinary proceedings in connection therewith.

**(d) Criminal Proceedings.**

Excluding minor traffic violations, none of the persons listed in this Item 3 has ever been convicted in a criminal proceeding during the ten years immediately preceding the filing of this Statement, or is currently charged with any criminal offense.

**ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION**

**(a) Consideration.**

The consideration to be used in effecting the Acquisition consists of the Applicant's funds, including funds to be drawn from limited partners of the Applicant pursuant to capital commitments.

**(b) Criteria.**

The nature and amount of the consideration to be used in acquiring control of the Insurer was established by arms-length negotiation between the Sellers and the Applicant, who are unrelated.

**(c) Loans.**

No loan will be a source of any consideration to effect the Acquisition.

**ITEM 5. FUTURE PLANS OF INSURER.**

The Applicant intends to operate the Insurer substantially as it is currently operated, as a provider of low-cost automobile insurance. The Insurer will continue to market insurance principally on a direct basis to customers, developing business through mass marketing. The Applicant does not plan to discontinue any products currently offered by the Insurer or terminate any of the in-force programs of business currently being written by the Insurer. In addition, the Applicant largely intends to maintain the Insurer's relationships with reinsurers and other counterparties and service providers.

The Applicant intends that after the Closing Date the Insurer will have an experienced senior management team, with Mr. Katz continuing to serve as CEO, as he has since 1998, and with Mr. Keil continuing to serve as Chairman of the Board. The Insurer will maintain its licenses and write business in the states where it currently does so, and it is expected that the Acquisition will be invisible to the Insurer's policyholders. The Applicant plans to maintain the Insurer's "B++" rating from A.M. Best by continuing and enhancing the Insurer's underwriting results. The Insurer's executive offices and headquarters will remain in Washington, with the Company continuing to be headquartered in Connecticut. Following the consummation of the Acquisition,

the Insurer will continue to maintain its separate corporate existence and will be operated in accordance with its currently existing business plan, set forth in Exhibit 8.

Subsequent to the consummation of the Acquisition, the Applicant intends, from time to time, to discuss with management of the Company the future plans for the Company and may from time to time hold discussions with third parties or with management of the Company in which the Applicant may suggest or take a position with respect to the operations or policies of the Company as a means of enhancing stockholder value.

The Applicant will review periodically the Insurer's businesses, assets, corporate structures, dividend policies, capitalization, operations, properties, management and personnel and, with the approval of the Department, if applicable, may seek to make changes that the Applicant deems appropriate.

The Applicant has no current plans to liquidate the Insurer, to sell its assets (other than in the ordinary course of business), to merge it with any person or persons (except as described in the following sentences), to declare extraordinary dividends or, other than as described in Item 1, which description is incorporated herein by reference, to make any changes in the management of the Insurer following the Acquisition. The Company may in the future, to simplify its corporate structure, propose to merge the Insurer or other insurance subsidiaries into one another or conduct similar internal reorganizations having like effect. Such transactions would occur only upon the approval of this and any other insurance departments as required by law.

#### **ITEM 6. VOTING SECURITIES TO BE ACQUIRED.**

The Company's outstanding capital stock consists of 266,461 shares of common stock, par value \$0.01 per share, 238,333 of which are presently owned of record and beneficially by the Sellers on a several basis as described in Item 1 of this Statement. Item 1 herein also describes the Applicant's percentage ownership of voting securities of the Insurer upon completion of the Acquisition. This description is incorporated herein by reference. Item 1 herein describes the terms of the Acquisition, and such description is incorporated in this Item 6 by reference. The Insurer's capital stock is wholly owned by the Company. The terms of the Acquisition were determined as a result of arm's length negotiations between unrelated persons.

#### **ITEM 7. OWNERSHIP OF VOTING SECURITIES.**

None of the Applicant, any affiliate thereof or any of the persons listed in Item 3 currently owns, directly or indirectly, any of the voting securities of the Insurer or has any right to acquire any of such voting securities, other than as set forth in the Stock Purchase Agreement.

#### **ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER.**

Item 1 contains descriptions of the provisions of the Stock Purchase Agreement and the Stockholders' Agreement to be entered concerning composition of the Company's Board after the Closing Date and related corporate-governance matters; such descriptions are incorporated herein by reference. In addition, the Stockholders' Agreement provides the following rights

among the Stockholders with respect to certain transfers of shares of the Company's common stock:

*Restrictions on Transfer.* No Stockholder may transfer any of its holdings of the Company's common stock to any person, other than in certain permitted transfers, without the prior approval of the Board (excluding the votes of interested Board members), before the earlier of (a) the fifth anniversary of the date of the Stockholders' Agreement or (b) the first underwritten public offering of the Company's common stock where aggregate proceeds exceed \$50 million and at least 20% of the Company's outstanding common stock has been sold to the public in that offering and any prior offerings (such offering, a "Qualified IPO"). If at any time, however, either of the Applicant or Morgan Stanley Capital Investors, L.P., Morgan Stanley Capital Partners III L.P. and MSCP III 892 Investors, L.P. (the "MSCP Parties") effects a distribution in kind of the shares of its (or its partners') common stock, then the other of the Applicant or the MSCP Parties will be permitted thereafter to effect a distribution in kind of its (or its partners') holdings of the shares of the Company's common stock, without being required to comply with the restrictions on transfer set forth in the Stockholders' Agreement.

*Right of First Offer.* Any transfer of the Company's common stock occurring before the earlier of (a) the fifth anniversary of the date of the Stockholders' Agreement or (b) a Qualified IPO, other than certain permitted transfers, will be subject to a right of first offer on the following terms. The Stockholder who wishes to sell the Company's common stock to a third party will present to each of the other Stockholders an offer to sell (a "Sale Offer") to each other Stockholder its pro rata share (based on their respective holdings of the Company's fully-diluted common stock) of the Company's common stock being offered (the "Offered Shares"). Each other Stockholder will have 30 days after receipt to accept the Sale Offer (including agreeing to purchase all of the Offered Shares offered to it). If any Stockholder does not accept its Sale Offer, the selling Stockholder will afford the other Stockholders an opportunity to increase the quantity of Offered Shares purchased by them by their respective pro rata shares of the Offered Shares not purchased by the original offeree. If the other Stockholders agree to acquire all of the Offered Shares, the selling Stockholder will sell the Offered Shares to the accepting Stockholders on the terms set forth in the Sale Offer. If the Stockholders do not agree to acquire all of the Common Stock proposed to be transferred, then the selling Stockholder may complete the transfer of any Offered Shares to the third party within 90 days after the date that the Sale Offer was first provided on terms no less favorable to the selling Stockholder than the terms set forth in the Sale Offer (including at no less favorable a price); provided that the consummation of such transfer will occur as soon as practicable after the 90th day if any party to the proposed transfer is required to obtain any license, registration, approval or consent or make any regulatory filing necessary for such transfer that has not been obtained or made by such time, but in any event not later than the 270th day after the date that the Sale Offer was first provided.

*Affiliate Transactions.* The Company may not enter into a transaction with any Stockholder or any affiliate or associate (as such terms are defined in the Stockholders' Agreement) of the Company unless such transaction has been approved by two-thirds of the disinterested Board members and is on terms that are at least as favorable to the Company and the Stockholders as an arm's length transaction would have been (the "Affiliate Transaction Requirement").

*Tag-Along Rights.* If any Stockholder proposes to transfer (a "Transferring Stockholder") any or all of its holdings of the Company's common stock to a person other than a permitted transferee, each other Stockholder (a "Tag-Along Stockholder") will have the right to cause a number of such Tag-Along Stockholder's shares of the Company's common stock equal to (x) the number of shares of common stock proposed to be transferred by the Transferring Stockholder multiplied by (y) the Tag-Along Stockholder's pro rata share, to be sold to such person for the same consideration per share and otherwise on the same terms and conditions upon which the Transferring Stockholder proposes to sell, exchange or otherwise dispose of its holdings of the Company's common stock. These rights will not apply, however, in the event of any transfer pursuant to (i) registration rights under the Stockholders' Agreement; (ii) any transfer pursuant to Rule 144 of the Securities Act of 1933; or (iii) any transfer in a transaction registered under the Securities Act.

*Drag-Along Rights.* If the Applicant and/or any of its affiliates determines to transfer all of the Applicant's or its affiliates' holdings of the shares of the Company's common stock to any non-affiliate person (a "Drag Transfer"), then, at the Applicant's option, each of the other Stockholders will be obligated to transfer to such person, concurrently with the Drag Transfer, on equivalent terms and conditions, all of such Stockholder's holdings of the shares of the Company's common stock (the "Drag-Along Right"). In the event that the Applicant and/or any of its affiliates transfer shares to entities controlled by it, the Drag-Along Right may be exercised only if (i) the Applicant receives an appraisal of the shares from a nationally recognized investment banking firm and the price to be paid is at least equal to the appraisal value and (ii) the Applicant receives all approvals required under the Affiliate Transaction Requirement.

*Pre-emptive Rights.* The Company will give each Stockholder at least 20 business days' notice of any proposed issuance by the Company of any equity securities, and each Stockholder or any affiliate of such Stockholder will be entitled to purchase up to such Stockholder's pro rata share of the equity securities proposed to be issued, at the price and on the terms specified in such notice. Any Stockholder or any affiliate of such Stockholder willing to purchase such Stockholder's pro rata share of these equity securities will also be entitled to acquire such Stockholder's pro rata share of any equity securities remaining unpurchased by the other Stockholders who received the notice. These pre-emptive rights will not apply to any issuance by the Company of any equity securities (i) in a transaction registered under the Securities Act, (ii) pursuant to an incentive compensation plan or employment agreement or arrangement with the Company or any of its subsidiaries, (iii) as consideration in connection with Acquisitions of businesses or assets, (iv) pursuant to the exercise of a convertible security or instrument, (v) in connection with any recapitalization or reclassification, or (vi) in any stock dividend.

#### **ITEM 9. RECENT PURCHASES OF VOTING SECURITIES.**

There have been no purchases of any voting securities of the Insurer by the Applicant, any of its affiliates or any person listed in Item 3 herein during the 12 calendar months preceding the filing of this Statement.

**ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE.**

Except in connection with the Acquisition, there have been no recommendations to purchase any voting security of the Insurer made by the Applicant, any of its affiliates or any person listed in Item 3 herein, or by anyone based upon interviews or at the suggestion of the Applicant during the 12 calendar months preceding the filing of this Statement.

**ITEM 11. AGREEMENTS WITH BROKER-DEALERS.**

There are no agreements, contracts or understandings with any broker-dealer regarding the solicitation of voting securities of the Insurer for tender.

**ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS.**

**(a) Exhibits.**

The following Exhibits are attached to this Statement:

EXHIBIT NUMBER	EXHIBIT TITLE <sup>6</sup>
1	Stock Purchase Agreement dated as of March 28, 2007, Amendment dated October 10, 2007 (Annex D submitted under separate cover).
2	Ownership of the Company's common stock post-Acquisition.
3	Form of Stockholders' Agreement.
6B	Organizational Chart of the Company (post-Acquisition).

**(b) Financial Statements.**

The audited financial statements of the Applicant for the year ended December 31, 2006 are included in Exhibit 9, submitted under separate cover. The Applicant commenced operations during 2006 and therefore no financial statements exist for any period prior to the year ending December 31, 2006.

**(c) Tender Offer, Agreements for Voting Securities, Annual Reports.**

There are no tender offers or agreements to acquire or exchange any voting securities of the Insurer, and no related soliciting material, other than the Stock Purchase Agreement, a copy of which is attached as Exhibit 1 as described in Item 1.

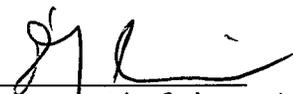
<sup>6</sup> New or revised exhibits provided with this Amendment No. 2. Other exhibits listed herein have not changed since the filing of the original Form A.

ITEM 13: SIGNATURE AND CERTIFICATION.

SIGNATURE

Pursuant to the requirements of Section 4, chapter 462, Laws of 1993 of the State of Washington, J.C. Flowers II L.P. has caused this amendment to be duly signed on its behalf in the City of New York, State of New York, on the 9 day of October 2007.

J.C. FLOWERS II L.P.

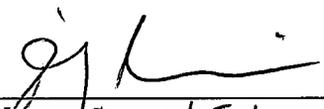
By:   
Name: David Schamis  
Title: managing Director

Attest:

By:   
Name: Yvonne Iznaga  
Title: Executive Assistant

CERTIFICATION

The undersigned deposes and says that he/she has duly executed the attached amendment dated October 9, 2007, for and on behalf of J.C. Flowers II L.P.; that he/she is the <sup>Managing</sup>~~Director~~ of such company; and that he/she is authorized to execute and file such instrument. Deponent further says that he/she is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

  
Name: David Schamis

**Exhibit 1**

**Amendment to Stock Purchase Agreement**

**AMENDMENT TO STOCK PURCHASE AGREEMENT**

**AMENDMENT** (this "Amendment"), dated as of October 10, 2007, to the Stock Purchase Agreement, dated as of March 28, 2007 (the "Agreement"), among J.C. Flowers II LP, a Delaware limited partnership, The Plymouth Rock Company Incorporated, Stoneridge Holding LLC, Direct Response Corporation, a Delaware corporation and the stockholders listed on Annex A thereto (the "Sellers").

**RECITALS**

**WHEREAS**, Section 10.2 of the Agreement permits the parties thereto to amend the Agreement by written instrument; and

**WHEREAS**, the parties to the Agreement desire to amend it in certain respects and desire to set out such agreement in writing.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. This Amendment shall be effective as of the date hereof.

Section 2. Annex A of the Agreement (Sellers and Ownership; Purchase Methodology) is amended by deleting it in its entirety and replacing it with the form of Annex A contained in Exhibit 1 hereof.

Section 3. Annex C of the Agreement (Form of Stockholders Agreement) is amended by deleting it in its entirety and replacing it with the form of Annex C contained in Exhibit 2 hereof.

Section 4. In all respects not inconsistent with the terms and provisions of this Amendment, the Agreement shall continue to be in full force and effect in accordance with the terms and conditions thereof, and is hereby ratified, adopted, approved and confirmed. From and after the date hereof, each reference to the Agreement in any other instrument or document shall be deemed a reference to the Agreement as amended hereby unless the context otherwise requires. The execution, delivery and performance of this Amendment shall not operate as a waiver of any condition, power, remedy or right exercisable in accordance with the Agreement, except as expressly provided herein.

Section 5. The provisions of Article X of the Agreement are hereby expressly incorporated by reference.

**[The next page is a signature page.]**

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the date first written above.

DIRECT RESPONSE CORPORATION

By:   
Name: Mory Ratz  
Title: Chief Executive Officer

MORGAN STANLEY CAPITAL PARTNERS III, L.P.  
MSCP III 892 INVESTORS, L.P.  
MORGAN STANLEY CAPITAL INVESTORS, L.P.

By: MSCP III, L.P.,  
as General Partner for each of the  
above Funds

By: Morgan Stanley Capital Partners III, Inc.,  
as General Partner

By: Metalmark Subadvisor LLC

By: \_\_\_\_\_  
Name: Howard J. Hoffen  
Title: Managing Director

DR INVESTORS, L.P. and DR INVESTORS II, L.P.

By: Morgan Stanley Capital Partners III, Inc.,  
as General Partner

By: Metalmark Subadvisor LLC

By: \_\_\_\_\_  
Name: Howard J. Hoffen  
Title: Managing Director

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the date first written above.

DIRECT RESPONSE CORPORATION

By: \_\_\_\_\_  
Name: Mory Katz  
Title: Chief Executive Officer

MORGAN STANLEY CAPITAL PARTNERS III, L.P.  
MSCP III 892 INVESTORS, L.P.,  
MORGAN STANLEY CAPITAL INVESTORS, L.P.

By: MSCP III, L.P.,  
as General Partner for each of the  
above Funds

By: Morgan Stanley Capital Partners III, Inc.,  
as General Partner

By: Metalmark Subadvisor LLC

By: \_\_\_\_\_  
Name: Howard I. Hoffen  
Title: Managing Director

DR INVESTORS, L.P. and DR INVESTORS II, L.P.

By: Morgan Stanley Capital Partners III, Inc.,  
as General Partner

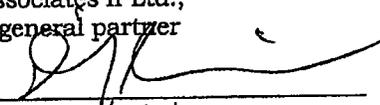
By: Metalmark Subadvisor LLC

By: \_\_\_\_\_  
Name: Howard I. Hoffen  
Title: Managing Director

J.C. FLOWERS II L.P.

By: JCF Associates II L.P.,  
its general partner

By: JCF Associates II Ltd.,  
its general partner

By:   
Name: David Schamis  
Title:

THE PLYMOUTH ROCK COMPANY INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

STONERIDGE HOLDING LLC

By: \_\_\_\_\_  
Name: Jeffrey C. Keil  
Title: Managing Member

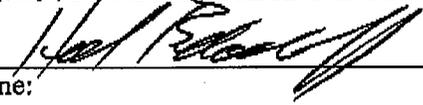
J.C. FLOWERS II L.P.

By: JCF Associates II L.P.,  
its general partner

By: JCF Associates II Ltd.,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

THE PLYMOUTH ROCK COMPANY INCORPORATED

By:   
Name:  
Title:

STONERIDGE HOLDING LLC

By: \_\_\_\_\_  
Name: Jeffrey C. Keil  
Title: Managing Member

J.C. FLOWERS II L.P.

By: JCF Associates II L.P.,  
its general partner

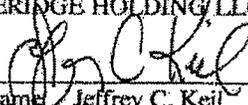
By: JCF Associates II Ltd.,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

THE PLYMOUTH ROCK COMPANY INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

STONERIDGE HOLDING/LLC

By:   
Name: Jeffrey C. Keil  
Title: Managing Member

**EXHIBIT 1**

**ANNEX A**

**Sellers and Ownership; Purchase Methodology**

<b>Seller</b>	<b>Purchaser</b>	<b>Number of Shares</b>	<b>Price Per Share</b>	<b>Purchase Price</b>
Morgan Stanley Capital Partners III, L.P.	PRC	4,899	816.364	\$3,999,367.24
	Stoneridge	1,225	816.364	\$1,000,045.90
	JCF	45,058	816.364	\$36,783,729.11
MSCP III 892 Investors, L.P.	JCF	5,240	816.364	\$4,277,747.36
Morgan Stanley Capital Investors, L.P.	JCF	1,434	816.364	\$1,170,665.98
DR Investors, L.P.	JCF	65,472	816.364	\$53,448,983.81
DR Investors II, L.P.	JCF	6,516	816.364	\$5,319,427.82
Aggregate Purchase Price:		129,844		\$105,999,967.22

**EXHIBIT 2**

**ANNEX C**

**FORM OF STOCKHOLDERS AGREEMENT**

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**STOCKHOLDERS AGREEMENT**

**AMONG**

**DIRECT RESPONSE CORPORATION,**

**[J.C. FLOWERS II LP],<sup>1</sup>**

**THE PLYMOUTH ROCK COMPANY INCORPORATED,**

**STONERIDGE HOLDING LLC,**

**MORGAN STANLEY CAPITAL PARTNERS III, LP,**

**MSCP III 892 INVESTORS, LP,**

**MORGAN STANLEY CAPITAL INVESTORS, LP,**

**DR INVESTORS, LP,**

**DR INVESTORS II, LP, AND**

**JAMES M. STONE**

**Dated as of [•], 2007**

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<sup>1</sup> A J.C. Flowers intermediary will ultimately be the JCF party to this Agreement.

**TABLE OF CONTENTS**

ARTICLE I

DEFINITIONS AND TERMS

Section 1.1 Certain Definitions ..... 1  
Section 1.2 Other Definitional Provisions ..... 4

ARTICLE II

TERMINATION OF EXISTING SHAREHOLDERS' AGREEMENTS

Section 2.1 Termination of Existing Shareholders' Agreements ..... 5

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Board Composition ..... 5  
Section 3.2 Committees of the Board ..... 6  
Section 3.3 Stockholder Voting ..... 6  
Section 3.4 Board Meetings ..... 6

ARTICLE IV

RESTRICTIONS ON TRANSFER

Section 4.1 Restrictions on Transfer ..... 6  
Section 4.2 Right of First Offer ..... 7  
Section 4.3 Tag-Along Rights ..... 7  
Section 4.4 Drag-Along Rights ..... 8  
Section 4.5 Pre-emptive Rights ..... 8

ARTICLE V

COVENANTS

Section 5.1 Affiliate Transactions ..... 9  
Section 5.2 Information ..... 9

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1 Registration Rights ..... 10

ARTICLE VII

MISCELLANEOUS

Section 7.1	Access .....	15
Section 7.2	Amendments.....	15
Section 7.3	Further Assurances .....	15
Section 7.4	Termination .....	15
Section 7.5	Conflict with Charter or Bylaws of the Company .....	15
Section 7.6	Legend .....	16
Section 7.7	Notices.....	16
Section 7.8	No Assignment.....	18
Section 7.9	Third Party Beneficiaries .....	18
Section 7.10	Entire Agreement .....	18
Section 7.11	Confidentiality of Company Information. ....	18
Section 7.12	Specific Performance.....	18
Section 7.13	Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.....	19
Section 7.14	Counterparts .....	19
Section 7.15	Headings.....	19
Section 7.16	Relationship of Parties .....	19
Section 7.17	Severability.....	19

STOCKHOLDERS AGREEMENT, dated and effective as of [●], 2007 (this "Agreement"), among Direct Response Corporation (the "Company"), [J.C. Flowers II LP] ("JCF"), The Plymouth Rock Company Incorporated ("PRC"), Stoneridge Holding LLC ("Stoneridge"), Morgan Stanley Capital Partners III, LP, MSCP III 892 Investors, LP, Morgan Stanley Capital Investors, LP, DR Investors, LP, DR Investors II, LP, and James M. Stone ("Stone") (all parties collectively, excluding the Company, the "Stockholders").

#### RECITALS:

WHEREAS, the Stockholders have entered into a Stock Purchase Agreement, dated as of March 28, 2007 (the "Stock Purchase Agreement"), as amended, pursuant to which JCF, PRC and Stoneridge (the "Purchasers") purchased shares of common stock of the Company from Morgan Stanley Capital Partners III, LP, MSCP III 892 Investors, LP, Morgan Stanley Capital Investors, LP, DR Investors, LP, and DR Investors II, LP (the "MSCP Funds"); and

WHEREAS, the Stockholders and the Company desire to enter into this Agreement, which supersedes all existing stockholders' agreements or any similar arrangements among them; and

WHEREAS, the execution and delivery of this Agreement by the MSCP Funds and the Company is a condition to the obligation of the Purchasers to consummate the transactions contemplated by the Stock Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

#### ARTICLE I

##### DEFINITIONS AND TERMS

Section 1.1 Certain Definitions. The following terms are used in this Agreement with the meanings set forth below:

"Affiliate" means, with respect to a person, any other person directly or indirectly controlling, controlled by or under common control with that person. As used in this definition of Affiliate, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Board" means the Board of Directors of the Company.

"Bylaws" has the meaning set forth in Section 7.5.

"Charter" has the meaning set forth in Section 7.5.

"Chosen Courts" has the meaning set forth in Section 7.13.

"Common Stock" means the common stock of the Company, par value \$0.01 per share.

"Drag Notice" has the meaning set forth in Section 4.4(a).

"Drag Transfer" has the meaning set forth in Section 4.4(a).

"Drag-Along Right" has the meaning set forth in Section 4.4(a).

"DR Investors" means DR Investors, L.P., a Delaware limited partnership.

"GAAP" means U.S. generally accepted accounting principles.

"Holder" has the meaning set forth in Section 6.1(a).

"Indemnified Party" has the meaning set forth in Section 6.1(i)(iii).

"Indemnifying Party" has the meaning set forth in Section 6.1(i)(iii).

"Issuance Notice" has the meaning set forth in Section 4.5(a).

"JCF" has the meaning set forth in the Preamble.

"JCF Directors" has the meaning set forth in Section 3.1(a).

"Maximum Offering Size" has the meaning set forth in Section 6.1(b).

"Metalmark" has the meaning set forth in Section 3.1(c).

"MSCP Funds" has the meaning set forth in the Recitals.

"Offered Shares" has the meaning set forth in Section 4.2.

"Permitted Transferee" means any transferee in a Transfer permitted by clause (b) of the definition of "Permitted Transfers."

"Permitted Transfers" means (a) sales of shares of Common Stock in transactions registered under the Securities Act; (b) Transfers to any Affiliate of the transferor; provided that, for the purposes of this clause (b), in the case of JCF, the definition of "Affiliate" shall not include Affirmative Investment LLC or any of its Subsidiaries as of or after the date of this Agreement or any successors thereto; or (c) a Drag Transfer or Tag Transfer. Any Permitted Transferee of a transferor, as a condition precedent to a Permitted Transfer, must agree to be bound in the same manner as its predecessor by this Agreement.

"person" means an individual, a corporation, a partnership, an association, a limited liability company, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Piggyback Registration" has the meaning set forth in Section 6.1(a).

"PRC" has the meaning set forth in the Preamble.

"Pro Rata Share" means, with respect to any Stockholder, the fraction that results from dividing (a) the number of shares of Common Stock owned by such Stockholder (immediately before giving effect to the issuance) by (b) the total number of shares of Common Stock (immediately before giving effect to the issuance) issued and outstanding.

"Purchasers" has the meaning set forth in the Recitals.

"Qualified IPO" means the first underwritten public offering of Common Stock where aggregate proceeds of not less than \$50 million have been received and at least 20% of the outstanding Common Stock has been sold to the public in that offering and any prior offerings.

"Restricted Holder" has the meaning set forth in Section 6.1(c).

"Securities Act" means the Securities Act of 1933.

"Sale Offer" has the meaning set forth in Section 4.2.

"Shelf Registration" has the meaning set forth in Section 6.1(c).

"Stock Purchase Agreement" has the meaning set forth in the Recitals.

"Stockholders" has the meaning set forth in the Preamble.

"Stone" has the meaning set forth in the Recitals.

"Stoneridge" has the meaning set forth in the Preamble.

"Subsidiary" means, as to any person, a person more than 50% of the outstanding voting equity of which is owned, directly or indirectly, by the initial person or by one or more other Subsidiaries of the initial person. For the purposes of this definition, "voting equity" means equity that ordinarily has voting power for the election of directors or persons performing similar functions (such as a general partner of a partnership or the manager of a limited liability company), whether at all times or only so long as no senior class of equity has such voting power by reason of any contingency.

"Tag Transfer" has the meaning set forth in Section 4.3(a).

"Tag-Along Stockholder" has the meaning set forth in Section 4.3(a).

"Transfer" (and related words) means, with respect to Common Stock, a transaction by which a Stockholder transfers Common Stock or an interest in Common Stock to another person, and includes a sale, assignment, transfer, gift (outright or in trust), exchange, redemption, hypothecation or pledge of, or other creation of a lien, encumbrance or security interest in or upon, or other disposition of, Common Stock or any interest in Common Stock, whether voluntarily, involuntarily, by operation of law or otherwise, but shall not include (x) any change in the ownership of that Stockholder, or (y) in the case of a Stockholder that is a natural person, that person's estate upon his or her death; provided that the person's estate may not further Transfer any Common Stock. Notwithstanding the foregoing, any sale or transfer of control of a Stockholder to any person (unless that person is a Permitted Transferee of the Stockholder) shall be deemed a Transfer of the Common Stock held by the Stockholder and shall be subject to the restrictions on Transfer of the Common Stock held by that Stockholder contained in this Agreement.

"Transferring Stockholder" has the meaning set forth in Section 4.3(a).

"Underwritten Takedown" has the meaning set forth in Section 6.1(f).

Section 1.2 Other Definitional Provisions. (a) Unless the express context otherwise requires:

(i) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(ii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(iii) any references herein to "Dollars" and "\$" are to United States Dollars;

(iv) any references herein to a specific Section, Schedule or Annex shall refer, respectively, to Sections, Schedules or Annexes of this Agreement;

(v) except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section;

(vi) wherever the word "include", "includes", or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation"; and

(vii) references herein to any gender includes each other gender.

(b) No rule of construction against the draftsperson will be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel.

## ARTICLE II

### TERMINATION OF EXISTING SHAREHOLDERS' AGREEMENTS

Section 2.1 Termination of Existing Shareholders' Agreements. The Stockholders and the Company, as of the date hereof, hereby terminate (i) the Amended and Restated Shareholders Agreement dated as of February 27, 2004, as amended by the letter agreements, dated November 16, 2006, January 4, 2007, and March 28, 2007, in each case among the Company, PRC, Stone and the MSCF Funds, and (ii) any other similar agreement involving the Company and any other party hereto.

## ARTICLE III

### BOARD OF DIRECTORS

Section 3.1 Board Composition. The Board will be composed of up to 18 members as follows:

(a) Up to thirteen directors to be appointed by JCF (the "JCF Directors") as follows: (i) JCF initially appoints J. Christopher Flowers, David I. Schamis and [ ] as directors under this paragraph (a), (ii) JCF may, but is not required to, appoint up to seven additional directors at any time, and (iii) JCF may name successors to the directors named in subsection (d) below, any or all of whom may be removed by JCF in its sole discretion pursuant to Section 3.3.

(b) Up to two directors to be appointed by PRC. PRC initially appoints James N. Bailey and Hal Belodoff as directors under this paragraph (b).

(c) Up to two directors to be appointed by Metalmark Capital, LLC ("Metalmark") on behalf of Morgan Stanley Capital Partners, III, LP and DR Investors, LP. Metalmark initially appoints Howard Hoffen and Lawrence Unrein as directors under this paragraph (c).

(d) Subject to subsection (a) above and Section 3.3, Jeffrey C. Keil, Mory Katz and Sandra Urie are initially appointed as directors.

(e) One additional director may be elected at any election of directors by a majority vote of members of the Board appointed under paragraphs (a) through (c) above. The Stockholders shall cause their respective appointed directors initially to elect James M. Stone as director, to serve until his successor is elected and qualified or until his earlier death, resignation or removal.

(f) The Stockholders shall cause their respective appointed directors initially to continue Jeffrey C. Keil as Chairman of the Board.

Section 3.2 Committees of the Board. (a) The Board may create executive, compensation, audit and such other committees as it may determine. The MSCP Funds shall be entitled to have one representative on any committee created by the Board (other than the committee described in Section 3.2(b)), which representative shall be designated by Metalmark.

(b) There shall be a committee of the Board composed of J. Christopher Flowers or another JCF Director designated by him, such committee having authority at any time to appoint the remaining JCF Directors to fill vacancies on the Board pursuant to Section 3.1(a). The Stockholders shall cause their respective appointed directors to adopt a resolution of the Board creating such committee and shall not take any action to cause (or permit their respective appointed directors to cause) such resolution to be rescinded, repealed or modified without the consent of JCF.

Section 3.3 Stockholder Voting. The Stockholders shall each vote (including by executing a written consent) in favor of the appointees described in Section 3.1 and subsequent director appointees, including replacements of existing directors. Each Stockholder appointing a director has the sole right to cause a vote to remove its appointee (other than removal for cause, which will be determined by a majority of the full Board) and to appoint a person to fill the vacancy created by the removal (whether for cause or otherwise). JCF shall also have the sole right to cause a vote to remove any or all of the directors appointed pursuant to Section 3.1(d) and to appoint persons to fill any vacancies created by any such removal in accordance with the preceding sentence.

Section 3.4 Board Meetings. (a) Each Stockholder shall use its reasonable best efforts to cause regular meetings of the Board to be held at least once every calendar quarter. The Company shall pay all reasonable out-of-pocket expenses incurred by each director in connection with attending regular and special meetings of the Board and any committee thereof, and any such meetings of the board of directors of any Subsidiary of the Company and any committee thereof.

(b) The Company agrees to give each director notice and the agenda for each meeting of the Board or any committee thereof at least two Business Days prior to such meeting.

#### ARTICLE IV

##### RESTRICTIONS ON TRANSFER

Section 4.1 Restrictions on Transfer. Prior to the earlier of (a) the fifth anniversary of the date hereof or (b) a Qualified IPO, no Stockholder may Transfer any Common Stock that it holds to any person, other than in a Permitted Transfer, without the prior approval of the Board (excluding the votes of interested Board members). Notwithstanding the preceding sentence or any other restriction contained in this Agreement, if at any time either of JCF or the MSCP Funds effects

a distribution in kind of the shares of Common Stock held by it to its partners, then the other of JCF or the MSCP Funds shall be permitted at any time thereafter to effect a distribution in kind of the shares of Common Stock held by it to its partners without being required to comply with the restrictions on transfer set forth in this Agreement.

Section 4.2 Right of First Offer. Prior to the earlier of (a) the fifth anniversary of the date hereof or (b) a Qualified IPO, any Transfer of Common Stock, other than a Permitted Transfer, shall be subject to a right of first offer on the following terms. The Stockholder who wishes to sell Common Stock to a third party shall present to each of the other Stockholders an offer (a "Sale Offer") to sell to each other Stockholder its pro rata share (based on their respective holdings of fully-diluted Common Stock) of the Common Stock being offered (the "Offered Shares"). Each Sale Offer shall include a description of the material terms of the sale to the third party, including the terms on which the Offered Shares would be sold, the quantity of Offered Shares and the proposed closing date. Each Sale Offer shall be identical in all respects to each other Sale Offer except for the quantity of Offered Shares. Each other Stockholder will have 30 days after receiving a Sale Offer to accept the Sale Offer (including agreeing to purchase all of the Offered Shares offered to it). If any Stockholder does not accept its Sale Offer, the selling Stockholder shall afford the other Stockholders an opportunity to increase the quantity of Offered Shares purchased by them by their respective pro rata shares of the Offered Shares not purchased by the original offeree. If the other Stockholders agree to acquire all of the Offered Shares, the selling Stockholder shall sell the Offered Shares to the accepting Stockholders on the terms set forth in the Sale Offer. If the Stockholders do not agree to acquire all of the Common Stock proposed to be Transferred, then the selling Stockholder may complete the Transfer of any Offered Shares to the third party within 90 days after the date that the Sale Offer was first provided on terms no less favorable to the selling Stockholder than the terms set forth in the Sale Offer (including at no less favorable a price); provided that the consummation of such Transfer shall occur as soon as practicable after the 90th day if any party to the proposed Transfer is required to obtain any license, registration, approval or consent or make any regulatory filing necessary for such Transfer that has not been obtained or made by such time, but in any event not later than the 270<sup>th</sup> day after the date that the Sale Offer was first provided.

Section 4.3 Tag-Along Rights. (a) If any Stockholder proposes (in each case, a "Transferring Stockholder") to Transfer all or any of the Common Stock held by it to any person other than a Permitted Transferee, then each other Stockholder and its respective Permitted Transferees (in each case, a "Tag-Along Stockholder") shall have the right to cause a number of such Tag-Along Stockholder's shares of Common Stock equal to the number of shares of Common Stock proposed to be Transferred by the Transferring Stockholder multiplied by the Tag-Along Stockholder's Pro Rata Share, to be sold to such person for the same consideration per share and otherwise on the same terms and conditions upon which the Transferring Stockholder proposes to sell, exchange or otherwise dispose of its Common Stock (a "Tag Transfer"). The Transferring Stockholder shall send a notice to each other Stockholder describing the proposed transaction, and after receiving indications from each other Stockholder and its Permitted Transferees as to whether it wishes to become a Tag-Along Stockholder (which indication must be

delivered within 20 days following receipt of such notice), shall not thereafter sell any shares of Common Stock at a price higher than that described in such notice without first reoffering to each Stockholder and its Permitted Transferees the right to become a Tag-Along Stockholder.

(b) This Section 4.3 shall not apply in the event of any Transfer pursuant to (i) registration rights under Article VI hereof; (ii) any Transfer pursuant to Rule 144 of the Securities Act; or (iii) any Transfer in a transaction registered under the Securities Act.

Section 4.4 Drag-Along Rights. (a) If JCF and/or any of its Affiliates determines to Transfer all of the shares of Common Stock held by JCF and its Affiliates to any person (a "Drag Transfer"), then, at JCF's option, each of the other Stockholders will be obligated to Transfer to such person, concurrently with the Drag Transfer, on equivalent terms and conditions, all of the shares of Common Stock held by such Stockholder (the "Drag-Along Right"). In the case of a Drag Transfer to entities controlled by JCF and/or any of its Affiliates, the Drag-Along Right may only be exercised if (i) JCF obtains an appraisal of the value of the Company in connection with the proposed Drag Transfer by a nationally-recognized investment banking firm, reasonably acceptable to the other Stockholders, and the price to be paid for the shares of Common Stock in the Drag Transfer is equal to or greater than their appraised value, and (ii) JCF obtains the approvals required by Section 5.1. If JCF chooses to exercise the Drag-Along Right, it shall give 30 days' written notice to the Company and all the Stockholders (the "Drag Notice") that discloses the identity of the proposed transferee or transferees, the terms and conditions of the proposed Drag Transfer, an appraisal report if applicable, and any other material facts relating to the proposed Drag Transfer. Any Drag Transfer shall be consummated within 90 days after the Drag Notice is given; provided that the consummation of the Drag Transaction shall occur as soon as practicable after the 90th day if any party to the Drag Transfer is required to obtain any license, registration, approval or consent or make any regulatory filing necessary for the Drag Transfer that has not been obtained or made by such time, but in any event not later than the 270th day after the date that the Drag Notice was first given; provided, however, that any such party has used its commercially reasonable efforts to obtain that license, registration, approval or consent and to make any such filing. If the sale is not consummated within the 90-day period (as extended to obtain approvals as provided above), then each Stockholder shall no longer be obligated to Transfer its Common Stock pursuant to the exercise of the Drag-Along Right referred to in the Drag Notice, but shall remain subject to this Section 4.4.

(b) This Section 4.4 shall terminate upon consummation of a Qualified IPO.

Section 4.5 Pre-emptive Rights. (a) The Company shall give each Stockholder at least 20 Business Days' notice (an "Issuance Notice") of any proposed issuance by the Company of any equity securities. The Issuance Notice shall specify the price at which such equity securities are to be issued and the other material terms of the issuance. Each Stockholder or any Affiliate of such Stockholder shall be entitled to purchase up to such Stockholder's Pro Rata Share of the equity securities proposed to be issued, at the price and on the terms

specified in the Issuance Notice. Any Stockholder or any Affiliate of such Stockholder willing to purchase such Stockholder's Pro Rata Share of such equity securities shall also be entitled to acquire such Stockholder's pro rata share of any equity securities remaining unpurchased by the other Stockholders who received the Issuance Notice, determined by dividing (x) the total amount of equity securities then owned by such Stockholders, by (y) the total number of equity securities then owned by all of the Stockholders who elected to purchase such remaining unpurchased securities. For purposes of this Section 4.5, (a) with respect to the MSCP Funds, the definition of "Affiliate" shall also include (i) any investment fund managed by Metalmark, and (ii) any person who, as of the date of this Agreement or prior thereto, is or was a partner or member of any of the MSCP Funds; and (b) with respect to JCF, the definition of "Affiliate" shall also include (i) any investment fund managed by J.C. Flowers & Co. LLC, and (ii) any person who, as of the date of this Agreement or prior thereto, is or was a partner or member of JCF, but shall not include Affirmative Investment LLC or any of its Subsidiaries as of or after the date of this Agreement or any successors thereto. Notwithstanding the foregoing, in no event will any Affiliate be permitted to exercise the rights of any Stockholder under this Section 4.5: (i) unless and until such Affiliate agrees to be bound by this Agreement; and (ii) in the event that such right has already been exercised by more than twenty-five (25) Affiliates of such Stockholder.

(b) The provisions of Section 4.5(a) shall not apply to any issuance by the Company of any equity securities (i) in a transaction registered under the Securities Act, (ii) pursuant to an incentive compensation plan or employment agreement or arrangement with the Company or any of its Subsidiaries, (iii) as consideration in connection with acquisitions of businesses or assets, (iv) pursuant to the exercise of a convertible security or instrument, (v) in connection with any recapitalization or reclassification, or (vi) in any stock dividend.

## ARTICLE V

### COVENANTS

Section 5.1 Affiliate Transactions. The Company shall not, and shall not permit any of its Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase, lease or otherwise acquire any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with or for the benefit of, any Affiliate of the Company, any Stockholder or any "Associate" of any Stockholder (within the meaning of Rule 12b-2 under the Securities Exchange Act of 1934), unless such transaction has been approved by at least two-thirds of the disinterested Directors of the Board and is on terms that are no less favorable to the Stockholders, the Company and/or such Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Subsidiary with an unrelated person.

Section 5.2 Information. The Company agrees to furnish each Stockholder, for so long as such Stockholder owns at least 1% of the issued and outstanding shares of Common Stock:

(a) as soon as practicable and, in any event within 35 days after the end of each month, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such month and the related unaudited statement of operations and cash flow for such month, and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP, setting forth in comparative form the figures for the corresponding month and portion of the previous fiscal year, and the figures for the corresponding month and portion of the then current fiscal year as in the Company's annual operating budget;

(b) as soon as practicable and, in any event, within 45 days after the end of each fiscal quarter, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP;

(c) as soon as practicable and, in any event, within 90 days after the end of each fiscal year, (i) the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP and separately, in accordance with statutory accounting principles and certified by the Company's independent public accountants of nationally recognized standing, together with a comparison of the figures in such financial statements with the figures for the previous fiscal year and the figures in the Company's annual operating budget, (ii) any management letters or other correspondence from such accountants;

(d) as soon as practicable and, in any event, prior to the commencement of each fiscal year, the Company's annual operating budget for the coming fiscal year;

(e) promptly following the preparation thereof, a copy of any revisions to the annual operating budget delivered pursuant to paragraph (d) above; and

(f) promptly upon their becoming available, copies of all financial statements, reports, notices and proxy statements sent or made generally available by the Company to any of its security holders.

## ARTICLE VI

### REGISTRATION RIGHTS

#### Section 6.1 Registration Rights.

(a) If the Company proposes to register any shares of its Common Stock under the Securities Act in connection with the public offering of such securities for its own account for cash (but other than on Form S-8 or S-4 or any successor or similar form), it will promptly give written notice to each Stockholder ("Holder") of its intention to do so and of their rights under this paragraph (a), at

least 30 days prior to the anticipated filing date of the registration statement relating to such registration. The Company will use its best efforts to effect the registration under the Securities Act of all shares of Common Stock which the Company has been so requested to register by the Holders thereof by written notice within 20 days after the Company has given the notice in the preceding sentence. No registration effected under this paragraph (a) (a "Piggyback Registration") shall relieve the Company of its obligations to effect a Shelf Registration (defined below) to the extent required by paragraph (c) of this Section 6.1. The Company will pay the registration expenses incurred in connection with each Piggyback Registration other than underwriting fees, discounts or commissions attributable to the sale of the Common Stock, or any out-of-pocket expenses of the Holders or the agents who manage their accounts.

(b) If, in connection with a Piggyback Registration, the managing underwriter shall reasonably and in good faith determine that the number of shares of Common Stock requested to be included in such registration exceeds the largest number of shares of Common Stock which can be sold without having an adverse effect on such offering, including the price at which such securities can be sold (the "Maximum Offering Size"), the Company will include in such registration, in the priorities listed below, up to the Maximum Offering Size:

(i) first, securities to be sold by the Company; and

(ii) second, securities requested to be included in such registration by all other Holders (allocated pro rata among all such Holders on the basis of the relative number of shares of Common Stock each such Holder has requested to be included in such registration).

(c) Promptly after such date as the Company shall become eligible to use Form S-3, at the request of any shareholder not otherwise able to sell shares pursuant to Rule 144(k) promulgated under the Securities Act (without the volume limitations under Rule 144(e) under the Securities Act) (a "Restricted Holder"), the Company shall effect the registration pursuant to Rule 415(a)(1)(i) under the Securities Act of the shares of Common Stock owned by such Restricted Holder (the "Shelf Registration"); provided that, at least 30 days prior to the filing date of the registration statement relating to such requested registration, the Company shall give written notice to all other Restricted Holders of its intention to effect a Shelf Registration and advising them that the Company will include in the Shelf Registration any shares of Common Stock that any other Restricted Holder requests to be so included by written notice within 20 days after the Company has given its notice. Notwithstanding the foregoing, the Company shall not be obligated to file the Shelf Registration at any time during the six-month period immediately following an effective date of another registration statement of the Company in connection with a public offering of Common Stock; and the Company may postpone the filing of a Shelf Registration for a period not to exceed 90 days if the Board shall determine, in its reasonable judgment and in good faith, that the registration and distribution of shares of Common Stock owned by the Restricted Holders would have a detrimental effect on the Company. The Board may effect such postponement only once in any 12-month period. Notice of any such determination by the Board to postpone the Shelf Registration

shall be delivered to the Restricted Holders by a certified copy of the Board resolution, and such determination shall be effective for no longer than six months. The Company shall only be required to file one Shelf Registration. The Shelf Registration shall describe a plan of distribution which, to the extent allowable on Form S-3, shall include exchange transactions, distributions in kind, or over-the-counter transactions, private transactions other than exchange or over-the-counter transactions, or a combination of the above described transactions.

(d) Except as provided in paragraph (f) below, the number of shares of Common Stock sold by a Restricted Holder pursuant to this Agreement, in the aggregate, shall not exceed in any three-month period, two percent of the Company's shares outstanding as shown by the most recent Securities and Exchange Commission report or statement published by the Company.

(e) The Company shall pay all registration expenses incurred in connection with the Shelf Registration other than underwriting fees, discounts or commissions attributable to the sale of shares of Common Stock owned by the Restricted Holders, or any out-of-pocket expenses of the Restricted Holders or the agents who manage their accounts. The Company shall use its best efforts to cause the Shelf Registration to remain effective for two years or such shorter period in which all securities included in the Shelf Registration have actually been sold.

(f) If a Restricted Holder notifies the Company in writing that the Restricted Holder wishes to undertake a broad underwritten public distribution of shares of Common Stock registered under the Shelf Registration (an "Underwritten Takedown"), the Board will select the underwriter(s) in connection with any Underwritten Takedown, provided, however, that the underwriter selected must be reasonably acceptable to the Restricted Holder. A Restricted Holder shall be entitled to request only two Underwritten Takedowns.

(g) The Company may suspend the Shelf Registration, and no Restricted Holder shall sell shares of Common Stock pursuant to the Shelf Registration during such suspension period, if the Board shall determine, in its reasonable judgment and in good faith, that the distribution of shares of Common Stock of the Restricted Holders pursuant to the Shelf Registration would have a detrimental effect on the Company. Notice of any such determination by the Board to suspend the Shelf Registration shall be delivered to Restricted Holders by a certified copy of the Board resolution, and such determination shall be effective for no longer than 90 days. The Company may not effect more than one suspension in any 12-month period. Any such suspension shall extend the obligation of the Company to maintain the effectiveness of the Shelf Registration by an amount of time equal to such suspension.

(h) In connection with a Qualified IPO, the Company and any Holder selling shares in such offering will enter into agreements, including an underwriting agreement and holdback agreements for periods up to 180 days, of the type customarily used by the lead managing underwriter to effect proposed underwritten offerings. In connection with any Underwritten Takedown or any

other underwritten offering (other than a Qualified IPO), the Company and any Holder selling shares in such offering will enter into agreements, including an underwriting agreement and holdback agreements for periods up to 90 days, of the type customarily used by the lead managing underwriter to effect proposed underwritten offerings. The Company will take all such other actions as are reasonably required to expedite or facilitate the disposition of such Common Stock in any such Underwritten Takedown, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the National Association of Securities Dealers, Inc., providing reasonable access to all financial and other records or documents of the Company as requested by the underwriters to enable them to fulfill their due diligence responsibility, and causing management of the Company to participate in any "road-show" presentations to investors.

(i) (i) In the case of any offering registered pursuant to this Agreement, the Company hereby indemnifies and agrees to hold harmless each Holder (and its officers, directors and employees), any underwriter (as defined in the Securities Act) of Common Stock offered by a Holder, and each entity, if any, who controls a Holder or any such underwriter within the meaning of Section 15 of the Securities Act against any losses, claims, damages or liabilities, joint or several, to which any such entities may be subject, under the Securities Act or otherwise, and to reimburse any of such entities for any legal or other expenses reasonably incurred by them in connection with investigating any claims or defending against any actions, insofar as such losses, claims, damages or liabilities, arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement under which such shares of Common Stock was registered under the Securities Act pursuant to this Agreement, any prospectus contained therein (during the period that the Company is required to keep such prospectus current), or any amendment or supplement thereto, or the omission or alleged omission to state therein (if so used) a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading. Notwithstanding the foregoing, the Company will not be liable insofar as such losses, claims, damages or liabilities arise out of or are (A) based upon any such untrue statement or omission or alleged untrue statement or omission made in reliance upon written information furnished to the Company in writing by a Holder or any underwriter for such Holder specifically for use therein, or (B) made in any preliminary prospectus, and the prospectus contained in the registration statement as declared effective or in the form filed by the Company with the SEC pursuant to Rule 424 under the Securities Act shall have corrected such statement or omission and a copy of such prospectus shall not have been sent or otherwise delivered to such entity at or prior to the confirmation of such sale to such entity.

(ii) By requesting registration under this Article VI, each Holder agrees, if shares of Common Stock held by the Holder are included in the securities as to which such registration is being effected, and each underwriter shall agree, in the same manner and to the same extent as set forth in the preceding paragraph, to indemnify and to hold harmless the Company and its directors and officers and each entity, if any, who controls

the Company within the meaning of the Securities Act against any losses, claims, damages or liabilities, joint or several, to which any of such entities may be subject under the Securities Act or otherwise, and to reimburse any of such entities for any legal or other expenses reasonably incurred in connection with investigating or defending against any such losses, claims, damages or liabilities, but only to the extent it arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission of a material fact in any registration statement under which the shares of Common Stock were registered under the Securities Act pursuant to this Agreement, any prospectus contained therein, or any amendment or supplement thereto, which was based upon and made in conformity with written information furnished to the Company in writing by a Holder or such underwriter expressly for use therein. Notwithstanding the provisions of this paragraph, a Holder shall not be required to indemnify the Company, its directors, officers or control persons with respect to any amount in excess of the amount of the total proceeds to such Holder from sales of its securities under any registration statement, and no Holder shall be liable under this Section for any statements or omissions of any other Holder.

(iii) Each party entitled to indemnification under this provision (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at its own expense, and provided, further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Article VI unless such failure resulted in actual detriment to the Indemnifying Party. No Indemnifying Party, (A) in the defense of any such claim or litigation shall, except with the consent of each Indemnified Party, which consent shall not be unreasonably withheld, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation, or (B) shall be liable for amounts paid in any settlement if such settlement is effective without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

(j) The Company shall not enter into any agreements a purpose of which would be to prevent the performance of this Article VI or give priority to other shareholders.

## ARTICLE VII

### MISCELLANEOUS

Section 7.1 Access. Upon reasonable notice, the Company shall afford any Stockholder and its counsel, accountants, bankers and other representatives reasonable access to the Company and its offices, properties, books and records and reasonable opportunity to investigate the conditions and nature of its assets, business and liabilities, except that the Company may deny such access if it, in good faith, reasonably determines that such access would (i) cause competitive harm to the Company, or (ii) result in the loss of a legal privilege.

Section 7.2 Amendments. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of a waiver, by the party against whom the waiver is to be effective, or in the case of an amendment, by Stockholders holding 80% of the outstanding shares of Common Stock; provided that no amendment that adversely affects the rights or privileges of any of JCF, the MSCP Funds, PRC or Stone shall be effective without the written approval of such party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 7.3 Further Assurances. Each Stockholder and the Company agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do and cause to be done all such other acts and things, as may be required by applicable law or as may be reasonably necessary or advisable to carry out the intent and purpose of this Agreement. Each Stockholder agrees that it will vote, or cause to be voted, all shares of Common Stock beneficially owned by it and its Affiliates so as to give effect to the terms and conditions of this Agreement, and no party hereto shall take any action directly as a Stockholder, or cause any such actions to be taken indirectly through any of its representatives on the Board or otherwise, which would contravene or frustrate the implementation of these agreements.

Section 7.4 Termination. This Agreement may be terminated at any time by the written consent of the Stockholders. Any party to this Agreement shall cease to be a party hereto and, except with respect to Section 7.11, this Agreement shall terminate with respect to such party at the time such party no longer owns any shares of Common Stock. No termination of this Agreement shall relieve any party of any obligation or liability for damages resulting from such party's breach of this Agreement prior to its termination or the termination of this Agreement with respect to such party.

Section 7.5 Conflict with Charter or Bylaws of the Company. In the event of a conflict between this Agreement and the Certificate of Incorporation of the Company (as in effect from time to time, the "Charter") or the Bylaws of the Company (as amended from time to time, the "Bylaws"), the Stockholders agree to

promptly take, and to cause the Board to promptly take, all action within their respective powers to amend the Charter and Bylaws, as the case may be, to the extent necessary to make the same consistent with the terms of this Agreement.

Section 7.6 Legend. All shares of Common Stock issued to Stockholders by the Company shall bear a legend substantially in the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND VOTING AS SET FORTH IN THE STOCKHOLDERS AGREEMENT DATED AS OF [●], 2007, AS AMENDED FROM TIME TO TIME, COPIES OF WHICH WILL BE FURNISHED BY DIRECT RESPONSE CORPORATION AND ANY SUCCESSOR THERETO UPON REQUEST AND WITHOUT CHARGE.

Section 7.7 Notices. All notices and communications hereunder shall be deemed to have been duly given, delivered or made if in writing and if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by facsimile or email; provided that the facsimile or email is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To JCF:

[J.C. Flowers II LP]  
717 Fifth Avenue, 26th Floor  
New York, New York 10022  
Attn.: David I. Schamis  
Fax: (646) 349-4889

with a copy to:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attn: Mitchell S. Eitel, Esq.  
Fax: (212) 558-3588

To Stoneridge:

Stoneridge Holding LLC  
489 Fifth Avenue, 29th Floor  
New York, New York 10017

Attn: Jeffrey C. Keil  
Fax: (212) 201-7643

To PRC:

The Plymouth Rock Company Incorporated  
695 Atlantic Avenue  
Boston, MA 02111  
Attn: Hal Belodoff  
Fax: (617) 526-7969

with a copy to:

Colleen M. Granahan, Esq.  
Counsel to the Chairman  
The Plymouth Rock Company Incorporated  
695 Atlantic Avenue  
Boston, MA 02111  
Fax: (617) 526-7969

To the MSCP Funds, to the following address:

c/o Metalmark Subadvisor LLC  
1177 Avenue of the Americas  
New York, NY 10036  
Attention: Howard I. Hoffen  
Fax: (212) 823-1917

with a copy to:

Davis Polk & Wardwell  
450 Lexington Avenue  
New York, New York 10017  
Attention: John A. Bick, Esq.  
Fax: (212) 450-3350

To the Company, to the following address:

Direct Response Corporation  
500 South Broad Street  
Meriden, CT 06450  
Attention: President  
Fax: (203) 634-7320

To Stone, to the following address:

James M. Stone  
695 Atlantic Avenue  
Boston, MA 02111  
Fax: (617) 526-7969

Section 7.8 No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and Permitted Transferees. Except as otherwise provided herein, the Stockholders may not directly or indirectly assign any of their rights or delegate any of their obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Stockholders, which shall not be unreasonably withheld. Any purported direct or indirect assignment in violation of this Section 7.8 shall be null and void ab initio.

Section 7.9 Third Party Beneficiaries. Except as set forth in Article VI with respect to Indemnified Parties, nothing contained in this Agreement, whether express or implied, is intended to confer upon any person other than the Stockholders, and their respective successors, legal representatives and Permitted Transferees, any rights or remedies under or by reason of this Agreement.

Section 7.10 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 7.11 Confidentiality of Company Information.

(a) (a) Each Stockholder agrees that it shall not, and shall not permit any of its Affiliates to, use or disclose any confidential information of the Company to any person that is not an Affiliate, member or partner, of such Stockholder (other than in connection with the business of the Company), except to the extent that any such confidential information (i) is publicly available (other than as a result of a breach of this Section 7.11 or a breach of any duty of confidentiality by such Stockholder or any of its Affiliates prior to the execution of this Agreement), (ii) is required to be disclosed under applicable law (including disclosure to regulatory entities necessary for Stockholders to comply with regulatory filing obligations), (iii) was or becomes available to the Stockholder on a non-confidential basis from a source other than the Company or its Affiliates, provided that such source is not known to the Stockholder to be bound by a confidentiality obligation to the Company, (iv) is developed independently of any confidential information received from the Company or its Subsidiaries, or (v) is used to enforce any such Stockholder's rights under this Agreement. Notwithstanding the foregoing, each of JCF and Metalmark may disclose confidential information of the Company to any prospective investor in any fund managed by or to be managed by J.C. Flowers & Co. LLC or Metalmark Capital LLC or any of their respective Affiliates; provided that any such prospective investor is bound by a confidentiality obligation.

(b) The provisions of this Section 7.11 shall apply to former Stockholders for the period beginning on the date on which any such former Stockholder ceased to be stockholder of the Company and ending on the date that is one year thereafter.

Section 7.12 Specific Performance. Each party hereto acknowledges that it would be impossible to determine the amount of damages that would result

from any breach of any of the provisions of this Agreement and that the remedy at law for any breach, or threatened breach, of any of such provisions would likely be inadequate and, accordingly, agrees that the other parties shall, in addition to any other rights or remedies which they may have, be entitled to seek such equitable and injunctive relief as may be available from any court of competent jurisdiction to compel specific performance of, or restrain any party from violating, any of such provisions. In connection with any action or proceeding for injunctive relief, each party hereto hereby waives the claim or defense that a remedy at law alone is adequate and agrees, to the maximum extent permitted by law, to have each provision of this Agreement specifically enforced against it, without the necessity of posting bond or other security against it, and consents to the entry of injunctive relief against it enjoining or restraining any breach or threatened breach of such provisions of this Agreement.

Section 7.13 Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. **THIS AGREEMENT AND ITS ENFORCEMENT WILL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.** Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, of the City of New York (the "Chosen Courts"), and solely in connection with claims arising under this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 7.3 of this Agreement. **Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.**

Section 7.14 Counterparts. This Agreement may be executed in counterparts (including facsimile counterparts), each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

Section 7.15 Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 7.16 Relationship of Parties. Nothing herein contained shall constitute the parties hereto members of any partnership, joint venture, association, syndicate, or other entity, or be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of another party.

Section 7.17 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of

this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall, subject to the mitigation contemplated by clause (a) not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**[The remainder of this page has been intentionally left blank;  
the signature page follows on the next page.]**

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

DIRECT RESPONSE CORPORATION

By: \_\_\_\_\_  
Name: Mory Katz  
Title: Chief Executive Officer

MORGAN STANLEY CAPITAL PARTNERS III, L.P.  
MSCP III 892 INVESTORS, L.P.  
MORGAN STANLEY CAPITAL INVESTORS, L.P.

By: MSCP III 892 Investors, L.P.,  
as General Partner for each of the  
above Funds

By: Morgan Stanley Capital Partners III, Inc.,  
as General Partner

By: Metalmark Subadvisor LLC

By: \_\_\_\_\_  
Name: Howard I. Hoffen  
Title: Managing Director

DR INVESTORS, L.P. and DR INVESTORS II, L.P.

By: Morgan Stanley Capital Partners III, Inc.,  
as General Partner

By: Metalmark Subadvisor LLC

By: \_\_\_\_\_  
Name: Howard I. Hoffen  
Title: Managing Director

[J.C. FLOWERS II L.P.]

By: \_\_\_\_\_  
Name:  
Title:

THE PLYMOUTH ROCK COMPANY INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

STONERIDGE HOLDING LLC

By: \_\_\_\_\_  
Name: Jeffrey C. Keil  
Title: Managing Member

JAMES M. STONE

\_\_\_\_\_