

9. Upon information and belief, SIS actually collected in excess of One Hundred Thousand Dollars (\$100,000.00) in premiums due upon the business referred to in paragraph 8 above which monies are trust funds collected by SIS in a fiduciary capacity with plaintiff which trust funds are the sole property of plaintiff in which SIS has no interest except commissions due it thereon under said Agreement.

10. Upon information and belief, SIS has assigned, disposed of or secreted, or is about to assign, dispose of or secrete said trust monies in its possession or under its control with the intent to defeat and defraud plaintiff and plaintiff's right to the possession as well as the ownership of said trust funds.

11. Upon information and belief, plaintiff shows to the Court that WPC is a holding company which owns all of the issued and outstanding capital stock of SIS and therefore controls SIS.

12. Upon information and belief, plaintiff shows to the Court that most, if not all, of the officers and/or directors of SIS are also officers and directors of WPC and that all of said officers and/or directors of SIS and WPC are well aware of the General Agency Agreement between plaintiff and SIS and that SIS is or was in possession of trust monies belonging to plaintiff for which SIS had failed, neglected and/or refused to account to and/or pay plaintiff although called upon by plaintiff to do so.