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11 Attorneys for Defendant
12 GRANITE EXCAVATION & DEMOLITION, INC.

FILED
San Francisco County Superior Court

JUN 04 2003

GORDON PARK-LI, Clerk
BY: *[Signature]*
Deputy Clerk

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
10 UNLIMITED JURISDICTION

11 YUNG DAE KANG and MYLA Y. KANG,

No. 317658

12 Plaintiffs,

**COVENANT NOT TO EXECUTE
JUDGMENT**

13 v.

14 GRANITE EXCAVATION &
15 DEMOLITION, INC.; STANYAN/GEARY
16 ASSOCIATES, INC.; JOE CASSIDY
17 CONSTRUCTION, INC.; and DOES 1
18 through 100, inclusive,

19 Defendants.

19 WHEREAS Defendant Granite Excavation & Demolition, Inc. ("Granite") served an
20 offer of settlement pursuant to California Code of Civil Procedure section 998 in the principal
21 sum of \$85,000 (among other things);

22 WHEREAS Plaintiffs have accepted said section 998 offer pursuant to a Notice of
23 Acceptance that is being filed in this action;

24 WHEREAS Granite's insurer, Frontier Insurance Company in Rehabilitation, has
25 agreed to pay the principal sum of \$85,000 set forth in said section 998 offer on behalf of
26 Granite;

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WHEREAS Plaintiffs have agreed that Granite has no obligation to pay any part or all of the \$85,000 principal amount set forth in said section 998 offer; and

WHEREAS Plaintiffs have waived any right to collect payment of the \$85,000 principal amount set forth in said section 998 offer from Granite;

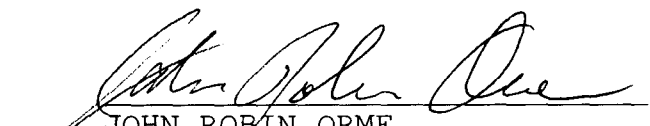
NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED that Plaintiffs Yung Dae Kang and Myla Y. Kang ("Plaintiffs"), and each of them, shall not execute on, enforce or obtain satisfaction of any judgment that may be hereinafter entered in this action, as against Defendant Granite Excavation & Demolition, Inc., its officers, directors, employees and/or stockholders and any of their assets, properties or debts owing to them (except as stated below); and

IT IS FURTHER COVENANTED AND AGREED that Plaintiffs' sole and exclusive right to execute on, enforce or obtain satisfaction of any such judgment shall be restricted and limited to Frontier Insurance Company, Frontier Insurance Company in Rehabilitation, its and their successors and assigns, and/or any insurance guarantee fund as may be obligated to pay the liabilities of Frontier Insurance Company and/or Frontier Insurance Company in Rehabilitation, including but not limited to the California Insurance Guarantee Association.

IT IS SO COVENANTED AND AGREED

DATED: June 2, 2003

ORME & GRABSTEIN


JOHN ROBIN ORME
Attorneys for Plaintiffs

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