

CAUSE NO. D-1-GN-18-001285

THE TEXAS DEPARTMENT OF INSURANCE, <i>Plaintiff,</i>	§ § § § § § § §	IN THE DISTRICT COURT OF
v.		TRAVIS COUNTY, TEXAS
ACCESS INSURANCE COMPANY, <i>Defendant.</i>		261 <sup>ST</sup> JUDICIAL DISTRICT

**SPECIAL DEPUTY RECEIVER’S**  
**APPLICATION TO APPROVE COMMUTATION AND RELEASE AGREEMENT**  
**(MAPFRE RE)**

**TO THE HONORABLE JUDGE OF SAID COURT:**

CANTILO & BENNETT, L.L.P., solely in its capacity as Special Deputy Receiver of Access Insurance Company (the “SDR” and “AIC,” respectively), files this Application to Approve Commutation and Release Agreement (MAPFRE RE) (the “Application”).

**I. INTRODUCTION**

1.1 The SDR files this Application pursuant to TEX. INS. CODE § 443.154 (y) to request authority enter into an agreement with MAPFRE RE (“MAPFRE RE”) to settle its reinsurance agreements with AIC. The proposed Commutation and Release Agreement (“Commutation Agreement”) is attached as Exhibit 1.

**II. AUTHORITY**

2.1 On March 13, 2018, the Court entered an *Agreed Order Appointing Liquidator, Permanent Injunction, and Notice of Automatic Stay* (the “Liquidation Order”), appointing the Texas Commissioner of Insurance as Liquidator of AIC. Effective March 13, 2018, the Texas Commissioner of Insurance, as Liquidator, appointed CANTILO & BENNETT, L.L.P. as SDR of AIC. The SDR is authorized to file this Application pursuant to TEX. INS. CODE §443.154 (y).

2.2 This Court has jurisdiction over the subject matter of this Application and the parties herein pursuant to TEX. INS. CODE § 443.005. The Court has exclusive jurisdiction over property of the estate pursuant to TEX. INS. CODE § 443.005(c) and personal jurisdiction over all parties affected herein because this is a civil proceeding arising under and related to a delinquency proceeding under the Texas Insurer Receivership Act, Chapter 443 of the Texas Insurance Code.

2.3 Travis County is the mandatory, sole, and exclusive venue for this proceeding. TEX. INS. CODE § 443.005.

2.4 The subject matter of this Application has been referred to the Special Master appointed in this proceeding in accordance with Paragraph III of the *Order of Reference to Master*.

### **III. BACKGROUND**

3.1 Before receivership, AIC had several pre-receivership reinsurance agreements (the “Reinsurance Contracts;” see Schedule A to Exhibit 1) with MAPFRE RE, which participated in AIC’s ceded reinsurance program. MAPFRE RE is one of a group of reinsurers that took varying percentages of AIC claims liability over time. Only MAPFRE RE’s obligation for paid losses on claims, including potential liability for case reserves and “incurred but not reported” (“IBNR”) claims, remains to be resolved. Loss adjustment expenses (“LAE”) were reinsured as a percentage of earned premium and were satisfied shortly after the inception of the receivership.

3.2 On various dates since the entry of the Liquidation Order, MAPFRE RE has paid AIC to satisfy amounts owed under the Reinsurance Contracts.

3.3 The SDR continued reporting AIC policy claims paid by guaranty associations to AIC’s reinsurers, including MAPFRE RE, after receivership. Approved POCs on claims covered under the Reinsurance Contracts have also been reported. As of May 31, 2026, MAPFRE RE’s

estimated exposure to the SDR under the Reinsurance Contracts is \$1,275,563, which consists largely of potential liability based upon IBNR claims.

3.4 The SDR has completed marshaling the estate's assets with the exception of the reinsurance. Claims are largely resolved. The guaranty associations have received early access distributions for all reported expenses and paid claims through September 30, 2025.

#### **IV. PROPOSED SETTLEMENT**

4.1 The SDR and MAPFRE RE have agreed, subject to Receivership Court approval, to commute the Reinsurance Contracts under the following terms: 1) MAPFRE RE pays the SDR \$1,200,000 (the "Commutation Amount"); and 2) the parties mutually release each other.

4.2 The SDR has determined that the proposed settlement is in the best interest of the receivership estate. TEX. INS. CODE § 443.007(e) places the burden of proof on any objecting party to show why the receivership court should not accept the SDR's decision. This Court reviews the Special Deputy Receiver's actions for abuse of discretion. See *Mine Safety Appliances Co., LLC v. Prime Tempus, Inc.*, 2024 WL 4750758 (Tex. App. – Austin, Nov. 6, 2024, no writ hist.); *American Benefit Life Ins. Co. v. Hill Country Life Ins. Co.*, 582 S.W.2d 227, 228 (Tex. Civ. App. - Fort Worth 1979, writ refused n.r.e.); *Tucker v. Universal Ins. Exch.*, 2010 Tex. App. LEXIS 6348, 2010 WL 3059201 (Tex. App. - Austin, Aug. 5, 2010, no writ).

#### **V. NOTICE**

5.1 Pursuant to TEX. INS. CODE § 443.007(d), this Application has been served on the entire service list for this proceeding, including applicable guaranty associations, in the manner shown on the Certificate of Service.

## VI. OFFER OF PROOF AND VERIFICATION

6.1 This Application is verified by the affidavit and certification pursuant to TEX. INS. CODE § 443.017(b) of Susan E. Salch, designated representative of CANTILO & BENNETT, L.L.P., solely in its capacity as Special Deputy Receiver of Access Insurance Company.

## VII. NOTICE OF ELECTRONIC SERVICE REQUIREMENT

7.1 All pleadings filed in response to this Application shall be served by e-mail on the undersigned counsel and all parties shown in the attached Certificate of Service.

## PRAYER

WHEREFORE PREMISES CONSIDERED, CANTILO & BENNETT, L.L.P., solely in its capacity as Special Deputy Receiver of Access Insurance Company, respectfully requests this Court to set a hearing on the Application and upon such hearing,

1. Grant the Application;
2. Authorize the SDR to execute an agreement substantially in the form of the Commutation Agreement attached as Exhibit 1 together with any documents as necessary to effectuate the purposes of this Application and fulfill its obligations under the Commutation Agreement; and
3. Grant the SDR such further relief to which it may show itself to be justly entitled.

Respectfully submitted,

*/s/ Greg Pierce*  
Gregory A. Pierce  
State Bar No. 15994250  
P.O. Box 40  
Austin, Texas 78767  
Tel: (512) 474-2154  
[gpierce@gpiercelaw.com](mailto:gpierce@gpiercelaw.com)

**Attorney for CANTILO & BENNETT, L.L.P.,**

**solely in its capacity as Special Deputy Receiver  
of Access Insurance Company**

**APPLICANT'S NOTICE OF SUBMISSION**

Pursuant to the terms of the Order of Reference to Master entered by the District Court in this cause, the *Special Deputy Receiver's Application to Approve Commutation and Release Agreement [MAPFRE RE]* is hereby set for written submission before the Special Master, Tom Collins, on **July 6, 2026**.

The Special Master has asked that the following rules be provided you:

1. Any objection must be filed with the Travis County District Clerk at least three (3) calendar days before the submission date.
2. A copy of any objection shall be served by email by such date on:
  - (a) The Special Master's Docket Clerk, at [specialmasterclerk@tdi.texas.gov](mailto:specialmasterclerk@tdi.texas.gov);
  - (b) The undersigned counsel, Greg Pierce at [gpierce@gpiercelaw.com](mailto:gpierce@gpiercelaw.com); and
  - (c) All interested parties, including those listed on the SDR's Certificate of Service.
3. The objecting party shall coordinate with the SDR's counsel and the Docket Clerk [(512) 676-6915] to obtain an oral hearing setting for argument on the Application and Objection, and complete and attach an "Objecting Party's Notice of Oral Hearing" to the objection.
4. The written objection must specifically list all reasons for objection with supporting references to and discussion of statutory and case authorities. Reasons not stated in writing will not be considered orally.
5. **Please note that if an objection is not filed as described in the Notice of Submission, the Master may consider the Application without a hearing.**
6. **Failure to file timely a written objection before the Special Master constitutes a waiver of the right to object to the Special Master's recommendation to the District Court.**
7. Any Acknowledgment of Notice and Waiver to be filed by the Guaranty Association or other interested party should be filed at least three (3) calendar days before the submission or hearing date.

/s/ Greg Pierce/  
Greg Pierce

## CERTIFICATE OF SERVICE

I certify that on June 16, 2026, a true and correct copy of this Application was served pursuant to the Order of Reference, the Texas Rules of Civil Procedure, and TEX. INS. CODE ANN. § 443.007 (d) on the following:

*Via Email:* [specialmasterclerk@tdi.texas.gov](mailto:specialmasterclerk@tdi.texas.gov)

Tom Collins, Receivership Master  
c/o Special Master's Clerk  
RLO MC-FRD  
PO Box 12030  
Austin, TX 78711-2030

*Via e-Service:* [Shawn.Martin@tdi.texas.gov](mailto:Shawn.Martin@tdi.texas.gov)

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/s/ Greg Pierce  
Gregory A. Pierce

**SPECIAL DEPUTY RECEIVER'S VERIFICATION AND CERTIFICATION  
PURSUANT TO TEX. INS.CODE ANN. §443.017(b)**

**AFFIDAVIT OF SUSAN E. SALCH**

State of Texas

County of Travis

BEFORE ME, the undersigned authority appeared Susan E. Salch, who after being by me duly sworn, stated the following under oath:

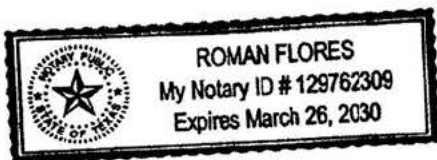
1. "My name is Susan E. Salch. I am of sound mind, capable of making this affidavit, and am competent to testify to the matters contained in this affidavit.
2. I am a partner in CANTILO & BENNETT, L.L.P., the Special Deputy Receiver of Access Insurance Company (the "SDR" and "AIC" respectively), I am duly authorized to make this Affidavit on behalf of the SDR.
3. I have reviewed the Special Deputy Receiver's Application to Approve Commutation and Release Agreement (MAPFRE RE) and the facts stated therein are true and correct based on my personal knowledge, my review of estate records and my consultation with the staff and subcontractors.
4. I certify that the exhibits, books, accounts, records, papers, correspondence, and/or other records and documents attached hereto were produced pursuant to TEX. INS. CODE § 443.017, are either true and correct copies of records of AIC and were received from the custody of AIC or found among its effects, or were created by and filed with the Receiver's office in connection with the receivership of this delinquent company, and are held by the Special Deputy Receiver in its official capacity."

By: Susan E. Salch  
Susan E. Salch

**SUBSCRIBED AND SWORN TO BEFORE ME** on June 16, 2026, by Susan E. Salch, Special Deputy Receiver of Access Insurance Company

[Signature]

Notary Public



# **EXHIBIT 1**

## COMMUTATION AND RELEASE AGREEMENT

This **COMMUTATION AND RELEASE AGREEMENT** (“Commutation Agreement”) is effective as of XXX, 2026 (the “Effective Date”) by and between MAPFRE RE (“the Reinsurer”) and CANTILO & BENNETT, L.L.P., Special Deputy Receiver of ACCESS INSURANCE COPMANY (the “SDR,” and the “Company” or “AIC,” respectively), and together with the Reinsurer, the (“Parties”).

WHEREAS, the Reinsurer and the Company are parties to Private Passenger Automobile Quota Share Agreements as set forth in Schedule A (the “Reinsurance Agreements”);

WHEREAS, On March 13, 2018, in the action styled Cause No. D-1-GN-18-001285; *Texas Department of Insurance v. Access Insurance Company* (the “Receivership Proceeding”); the 261st Judicial District Court of Travis County, Texas (the “Receivership Court”) entered an *Agreed Order Appointing Liquidator, Permanent Injunction, and Notice of Automatic Stay* (“Liquidation Order”) appointing the Texas Commissioner of Insurance as Liquidator of AIC. Effective March 13, 2018, the Texas Commissioner of Insurance, as Liquidator, appointed CANTILO & BENNETT, L.L.P. as SDR of AIC;

WHEREAS, the Reinsurer has offered to pay, and the Company has agreed to accept, in full satisfaction of the Reinsurer’s liabilities under the Reinsurance Agreements, the sum of One Million Two Hundred Thousand Dollars (US \$1,200,000) (the “Commutation Amount”), which represents fair value for the liabilities being released and returned to the Company;

WHEREAS, upon the payment of the Commutation Amount the Parties agree to fully and finally settle and commute any and all of their respective past, present and future rights, obligations and liabilities (whether known or unknown, discovered or undiscovered) under the Reinsurance Agreements effective as of the Effective Date;

NOW THEREFORE, IN CONSIDERATION OF THE COMMUTATION AMOUNT AND THE PROMISES SET FORTH BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Approval of this Commutation Agreement by the Receivership Court is a condition precedent to the Parties’ duty to perform their obligations under this Agreement. “Approval” for purposes of this paragraph shall mean a decision of the Receivership Court that authorizes the SDR to accept the Commutation Amount. The SDR agrees to expeditiously seek such approval.

2. Payment of the Commutation Amount is in full and final settlement of any and all amounts claimed to be due by the Reinsurer to the Company and from the Company to the Reinsurer relating to or arising out of the Reinsurance Agreements, and shall act as a full, final and complete accord, satisfaction, settlement, release, discharge and commutation of all of the liability and obligations of the Parties under, arising out of and/or in respect of the Reinsurance Agreements.

3. The Reinsurer shall pay to the Company on or before the later of ten (10) working days following Reinsurer receiving a copy of an Order entered by the Receivership Court approving this Commutation Agreement and Reinsurer being provided with a copy of the fully executed Commutation Agreement, Reinsurer shall pay the Company, and the Company shall accept, the Commutation Amount, said payment to be made by wire transfer to:

TEX COMPT AUSTIN

ABA Routing Number: 114900164  
BNF: TTSTC AC 44047401  
REF: Texas Department of Insurance  
R-559 Access Insurance Company  
Account 4876

4. In consideration of the Commutation Amount, as of the Effective Date, the SDR and the Company shall irrevocably and unconditionally release and forever discharge the Reinsurer, its owners, shareholders, affiliates and subsidiaries, its past, present and future directors, officers, employees, consultants, attorneys, agents, administrators, successors, assigns and receivers from any and all past, present and future claims, causes, causes of action, liabilities arising under or related directly or indirectly to the Reinsurance Agreements whether known or unknown, reported or unreported, and whether currently existing or arising in the future, including but not limited to, any and all present and future payment obligations, adjustments, setoffs, actions, omissions, causes of action, suits, debts, sums of money, accounts, demands, covenants, controversies, bonds, bills, promises, damages, judgments, claims, costs, expenses, losses, representations and warranties whatsoever, it being the intention of the Parties that this commutation and release shall operate as a full and final settlement of all the Reinsurer's past, current and future liabilities and obligations to the SDR and/or the Company under and in respect of the Reinsurance Agreements.

Simultaneous with the release provided in the previous paragraph, the Reinsurer shall completely release and forever discharge the Company, its Receiver, SDR, owners, shareholders, affiliates and subsidiaries, its past, present and future directors, officers, employees, consultants, attorneys, agents, administrators, successors, assigns and receivers from any and all past, present and future claims, causes, causes of action, liabilities arising under or related directly or indirectly to the Reinsurance Agreements whether known or unknown, reported or unreported, and whether currently existing or arising in the future, including but not limited to, any and all present and future payment obligations, adjustments, setoffs, actions, omissions, causes of action, suits, debts, sums of money, accounts, demands, covenants, controversies, bonds, bills, promises, damages, judgments, claims, costs, expenses, losses, representations and warranties whatsoever, it being the intention of the Parties that this commutation and release shall operate as a full and final settlement of all the Company's past, current and future liabilities and obligations to the Reinsurer under and in respect of the Reinsurance Agreements.

5. Each Party hereto will pay all fees, costs and expenses it, he or she incurred in connection with the Commutation Agreement including fees, costs and expenses incident to its, his or her negotiation, preparation or compliance with this Commutation Agreement, and including any fees, expenses and disbursements of its, his or her counsel, accountants, and other advisors.

6. This Commutation Agreement is a complete accord and satisfaction, commutation and a full, final and complete settlement of any claims of the Parties against each other arising from, related to or under the Reinsurance Agreements. Each Party covenants that it shall forever refrain from making any claim or prosecuting, initiating, maintaining, or pressing any action, suit or claim based on any of the matters arising from, relating to the other Party under the Reinsurance Agreements.

7. The Parties agree that the Company will not indemnify or hold harmless Reinsurer from third party claims, causes of action, or demands (whether arising from agreement, statute, or other law) and that the Reinsurer will not indemnify or hold harmless the Company from third party claims, causes of action, or demands (whether arising from agreement, statute, or other law).

- a. Each Party to this Commutation Agreement represents and warrants that the drafting and negotiation of this Commutation Agreement has been participated in by each Party and for all purposes this Commutation Agreement will be deemed to have been drafted jointly by all Parties.
- b. Each Party to this Commutation Agreement represents and warrants to the other that (i) it is a company validly existing in good standing in its respective place of domicile; (ii) the execution of this Commutation Agreement is fully authorized by such Party and that the person or persons executing this Commutation Agreement have the necessary authority to do so; (iii) all judicial, statutory, regulatory, administrative, and/or ministerial actions necessary for the execution, delivery, and performance of this Commutation Agreement by such Party have been or will be duly taken, and that no further action, consent, or approval of any person, entity, court, or other governmental authority, is required for the lawful execution or delivery of this Commutation Agreement or the lawful performance and consummation of the transactions contemplated herein, nor will such transactions violate any provision of any law or conflict with any order, writ, injunction, or decree of any court or any other governmental authority; (iv) it has not assigned to third parties any claims intended to be released by this Commutation Agreement and it is not aware of any third party who might assert some interest in any claims intended to be released hereunder; (v) this Commutation Agreement is entered into freely, voluntarily, without duress, in good faith, at arm's length, in the regular course of business and in reliance on its own independent investigations and analyses of the facts underlying the subject matter of this Commutation Agreement; and (vi) except as set forth in writing in this Commutation Agreement, the decision to execute this Commutation Agreement is not predicated on or influenced by any declarations, representations, warranties or promises of any kind made

directly or indirectly by the other Party, its subsidiaries, affiliated corporations, officers, directors, shareholders, employees, representatives, agents, or attorneys, if any, or their respective heirs, administrators, predecessors, successors and assigns.

9. The rights, duties and obligations under this Commutation Agreement shall inure to the benefit of and be binding upon the Parties hereto and any and all predecessors, parents, successors, affiliates, officers, directors, employees, subsidiaries, stockholders, liquidators, receivers and assigns of each of the Parties.

10. The Parties, as between and among themselves, understand that they may have sustained damages or incurred obligations that may not yet be manifest and that are presently unknown, but nevertheless, the Parties deliberately intend and do hereby release one another to the extent that this Commutation Agreement so provides. Furthermore, the Parties expressly accept and assume the risk that the factual or legal assumptions made by any Party in connection with this Commutation Agreement may be found hereafter to be different from the true facts or law, and the Parties agree that this Commutation Agreement will be and remain in full force and effect notwithstanding such differences in facts or law.

11. This Commutation Agreement shall be governed by and construed in accordance with the laws of Texas without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Texas.

12. The exclusive jurisdiction and venue for any action to enforce any provision of this Commutation Agreement shall be the Receivership Proceeding where all Parties agree personal jurisdiction exists over them. If the Reinsurer or any of the Company brings a lawsuit to enforce any term of this Commutation Agreement, then the prevailing party in such litigation is entitled to receive from the non-prevailing parties any reasonable expenses, including without limitation, its reasonable attorneys' fees and costs incurred.

13. This Commutation Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

For and on behalf of the Reinsurer:

**MAPFRE RE**

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

For and on behalf of the Company:

**ACCESS INSURANCE COMPANY**

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

**Schedule A**  
**MAPFRE RE Reinsurance Agreements**

<b>State</b>	<b>Contract</b>	<b>Broker Reference</b>	<b>Treaty period</b>
Arizona	6a	AX 00535-D	ALAE % >= 11/01/2010 & < 03/01/2011
California	6a	AX 00535-D	ALAE % >= 11/01/2010 & < 03/01/2011
Arizona	6b	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
California	6b	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Alabama	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Georgia	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Louisiana	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Mississippi	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Nevada	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Oklahoma	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Pennsylvania	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
South Carolina	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Tennessee	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Texas	6c	AX 00535-D	ALAE % >= 03/01/2011 & < 11/01/2011
Alabama	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Arizona	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
California	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Florida	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Georgia	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Indiana	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Louisiana	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Mississippi	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Nevada	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Oklahoma	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Pennsylvania	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
South Carolina	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Tennessee	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Texas	6d	TW No. 27194.11	ALAE % >= 11/01/2011 & < 11/01/2012
Alabama	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Arizona	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
California	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Florida	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Georgia	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Indiana	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Louisiana	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Mississippi	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Nevada	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Oklahoma	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Pennsylvania	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
South Carolina	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013

State	Contract	Broker Reference	Treaty period
Tennessee	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Texas	8	TW No. 27194.12	ALAE % >= 11/01/2012 & < 11/01/2013
Alabama	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Arizona	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
California	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Florida	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Georgia	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Indiana	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Louisiana	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Mississippi	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Nevada	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Oklahoma	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Pennsylvania	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
South Carolina	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Tennessee	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Texas	9	TW No. 27194.13	ALAE % >= 11/01/2013 & < 11/01/2014
Alabama	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Arizona	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
California	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Florida	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Georgia	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Indiana	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Louisiana	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Mississippi	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Nevada	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Oklahoma	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Pennsylvania	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
South Carolina	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Tennessee	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Texas	10	JLT No. G27194.14	ALAE % >= 11/01/2014 & < 11/01/2015
Alabama	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Arizona	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
California	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Florida	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Georgia	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Indiana	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Louisiana	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Mississippi	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Nevada	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Oklahoma	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Pennsylvania	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
South Carolina	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Tennessee	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016

State	Contract	Broker Reference	Treaty period
Texas	11	JLT No. G27194.15	ALAE % >= 11/01/2015 & < 11/01/2016
Alabama	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Arizona	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
California	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Florida	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Georgia	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Indiana	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Louisiana	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Mississippi	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Nevada	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Oklahoma	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Pennsylvania	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
South Carolina	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Tennessee	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Texas	12	JLT No. G27194.15	ALAE % >= 11/01/2016 & < 11/01/2017
Alabama	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Arizona	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
California	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Florida	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Georgia	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Indiana	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Louisiana	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Mississippi	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Nevada	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Oklahoma	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Pennsylvania	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
South Carolina	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Tennessee	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After
Texas	13	JLT No. USN170004232	ALAE % >= 11/01/2017 & After

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Greg Pierce on behalf of Greg Pierce

Bar No. 15994250

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Envelope ID: 116212406

Filing Code Description: Motion (No Fee)

Filing Description: SPECIAL DEPUTY RECEIVER'S APPLICATION TO APPROVE COMMUTATION AND RELEASE AGREEMENT (MAPFRE RE)

Status as of 6/19/2026 2:52 PM CST

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