Filed in the District Court
Of Travis County, Texas
At 9/15/2026 3:04 PM
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-19-000723

THE STATE OF TEXAS *Plaintiff,*	§	IN THE DISTRICT COURT OF
v.	§	TRAVIS COUNTY, TEXAS
CAPSON PHYSICIANS INSURANCE COMPANY, *Defendant.*	§	250TH JUDICIAL DISTRICT

SPECIAL DEPUTY RECEIVER'S APPLICATION TO APPROVE COMMUTATION AND RELEASE AGREEMENT
[Lloyd's Syndicate 1458 RNR]

TO THE HONORABLE JUDGE OF SAID COURT:

CANTILO & BENNETT, L.L.P., Special Deputy Receiver of Capson Physicians Insurance Company (the "SDR" and "CPIC," respectively) files this *Application to Approve Commutation and Release Agreement [Lloyd's Syndicate 1458 RNR]* (the "Application") and shows the following:

I. INTRODUCTION

1.1 The SDR seeks approval of a commutation of the obligations between CPIC and Lloyd's Syndicate 1458 RNR ("1458") relating to the reinsurance contracts (the "Contracts") identified in Schedule A of the Commutation and Release Agreement (the "Agreement") attached to Exhibit 1 of this Application as Exhibit 1-1. The Contracts were between CPIC and 1458. The SDR seeks this Court's approval of the Agreement under TEX. INS. CODE § 443.154(y). The Agreement provides for resolution of all claims and obligations between the SDR and 1458 pursuant to the Contracts by the payment of $121,152.00 to the SDR. The Agreement provides for 1458 to make payment to the SDR of $121,152.00, and for the parties to otherwise release all claims against each other. The Agreement is in the best interests of the receivership estate and its policyholders and creditors.

II. BACKGROUND AND JURISDICTION

2.1 CPIC was placed in receivership for rehabilitation in this proceeding on February 11, 2019. The Receiver designated CANTILO & BENNETT, L.L.P. as SDR on that same date. Subsequently, on June 28, 2019, the Court entered its *Order Appointing Liquidator, Permanent Injunction, and Notice of Automatic Stay* (the "Permanent Injunction"), placing CPIC into liquidation.

2.2. This Court has jurisdiction over the subject matter of this Application and of the parties and property affected herein pursuant to TEX. INS. CODE § 443.005. The Court has personal jurisdiction over all claimants against the assets of the receivership estate of CPIC ("Claimants") because this is a civil proceeding arising under and related to a delinquency proceeding under Chapter 443 of the Texas Insurance Code (the "Code"), the transactions and occurrences which form the basis for the proceeding occurred, in whole or in part, in this state, because the Claimants fall under the Court's statutory personal jurisdiction set out in TEX. INS. CODE § 443.005(d) and TEX. CIV. PRAC. & REM. Code Chapter 17, alternatively, because the Claimants reside and/or conduct business in this state that is directly related to the subject matter of this proceeding, and because the exercise of jurisdiction over any non-resident Claimant comports to customary standards of fair play and substantial justice and complies with the protections of the Constitutions of the United States of America and the State of Texas.

2.3. The SDR is authorized to file this Application pursuant to TEX. INS. CODE § 443.154(y).

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*

entered on February 21, 2019, and Paragraph II of the *Supplemental Order of Reference to Master* entered on September 18, 2019 (collectively, the "Order of Reference").

III. THE COMMUTATION AGREEEMENT

3.1 Beginning effective October 1, 2014, CPIC and 1458 entered into the Contracts by which CPIC agreed to cede, and 1458 agreed to reinsure, certain business as set forth in and subject to the terms of the Contracts. The Contracts' coverage ended September 30, 2019.

3.2 The proposed Agreement resolves all claims and obligations of the parties to the Contracts, as follows:

(1) 1458 will pay the SDR $121,152.00;

(2) the SDR and 1458 will commute and terminate their respective rights and obligations under the Contracts; and

(3) all claims between the SDR and 1458 relating to the Contracts would be released.

3.3 The proposed Agreement is in the best interest of the CPIC estate, its policyholders, and creditors. This resolution represents a fair estimate of the liability that 1458 will owe on the Contracts for both closed and open claims. Resolution of this treaty will further reduce administrative costs of the estate for reporting and calculation of reinsurance claims.

IV. NOTICE

4.1 The SDR provided notice of the filing of this Application to all persons who have requested notice in the receivership estate in accordance with TEX. INS. CODE § 443.007 and the Order of Reference. The Special Deputy Receiver also noticed all parties in interest as that term is defined in TEX. INS. CODE § 443.004(a)(17) and as shown on the certificate of service. The SDR sent notice by email or such other method as is described in the certificate of service.

V. OFFER OF PROOF AND VERIFICATION

5.1 This Application is verified by the affidavit and certification pursuant to TEX. INS. CODE § 443.017(b) by Joseph N. West, Partner in CANTILO & BENNETT, L.L.P., Special Deputy Receiver of Capson Physicians Insurance Company. This affidavit and certification is incorporated by reference as if fully set out into this Application as Exhibit 1.

VI. NOTICE OF ELECTRONIC SERVICE REQUIREMENT

6.1 Pursuant to the *Order Granting Special Deputy Receiver's Application to Require Electronic Service of Pleadings and Notices* entered on April 3, 2019, all pleadings filed in response to this Application or in regard to the estate shall be served by email on the undersigned counsel and all parties shown in the attached Certificate of Service.

PRAYER

WHEREFORE, PREMISES CONSIDERED, CANTILO & BENNETT, L.L.P., Special Deputy Receiver of Capson Physicians Insurance Company prays that the Court enter an order as follows:

1. Accepting Exhibit 1, including Exhibit 1-1 thereto, into evidence;
2. Finding that the Agreement is in the best interest of the CPIC liquidation, its policyholders and creditors;
3. Approving the Application;
4. Approving the Agreement;
5. Authorizing the SDR to enter into the Agreement.
6. Authorizing the SDR to perform any and all actions necessary to perform pursuant to the Agreement;
7. Authorizing the SDR to take any action necessary to carry out the Order;
8. Finding that the Order constitutes a final judgment fully resolving all issues relating to the Application, provided that this Court shall retain jurisdiction to issue further orders pursuant to TEX. INS. CODE Chapter 443;

9. Ordering any disputes relating directly or indirectly to the Agreement to be heard in this proceeding and referred to the Master appointed by this Court in accordance with the Order of Reference;

10. Finding that the Order shall not affect in any way, the Receiver's and the SDR's immunities from suit and shall not give rise to any right to sue or create any causes of action against the Receiver or the SDR;

11. Finding that the Permanent Injunction and the automatic stay under TEX. INS. CODE § 443.008 remain in effect; and

12. Granting the SDR such other and further relief to which it may be justly entitled.

Respectfully submitted,

/s/ Greg Pierce

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Attorney for CANTILO & BENNETT, LLP,
Special Deputy Receiver of
Capson Physicians Insurance Company

CERTIFICATE OF SERVICE

I certify that on September 15, 2026, a true and correct copy of the foregoing *Special Deputy Receiver's Application to Approve Commutation and Release Agreement [Lloyd's Syndicate 1458 RNR]* was served pursuant to the Supplemental Order of Reference to Master, the Texas Rules of Civil Procedure and TEX. INS. CODE 443.007(d) on the following by email, except as specifically otherwise noted.

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/s/ Greg Pierce
Gregory A. Pierce

APPLICANT'S NOTICE OF SUBMISSION

Pursuant to the terms of the Supplemental 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 [Lloyd's Syndicate]* is hereby set for written submission before the Master, Tom Collins, on **October 5, 2026**.

The 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 e-mail by such date on:

   (a) The Special Master's Docket Clerk, at specialmasterclerk@tdi.texas.gov;
   (b) The undersigned counsel, Greg Pierce at 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
Gregory A. Pierce

EXHIBIT 1

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

AFFIDAVIT OF JOSEPH N. WEST

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority appeared Joseph N. West, who after being by me duly sworn, stated the following under oath:

1. "My name is Joseph N. West. 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 Capson Physicians Insurance Company (the "SDR" and "CPIC," 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 [Lloyd's Syndicate 1458 RNR] (the "Application")* 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 further state that Exhibit 1-1 to the Application is part of the records of the CPIC Receivership and is a true and correct copy of these records.

5. The collection of assets is a critical component of the SDR's liquidation activities. Accordingly, the SDR of CPIC recommends this commutation agreement to be in the best interest of the CPIC Receivership and its creditors."

FURTHER AFFIANT SAYETH NOT.

Joseph N. West

SUBSCRIBED AND SWORN TO BEFORE ME on September 15, 2026, by Joseph N. West, partner in CANTILO & BENNETT, L.L.P., Special Deputy Receiver of Capson Physicians Insurance Company.

KELLY REED
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/13/29
NOTARY ID 135503382

Notary Public, State of Texas

EXHIBIT 1-1

COMMUTATION AND RELEASE AGREEMENT

This **COMMUTATION AND RELEASE AGREEMENT** (hereinafter the "Commutation" or "Commutation Agreement"), is made effective upon execution by all parties, by and between CANTILO & BENNETT, L.L.P. ("Cantilo"), acting solely in its capacity as the Special Deputy Receiver of **CAPSON PHYSICIANS INSURANCE COMPANY** (hereinafter the "SDR" and "Capson," respectively), and **LLOYD'S SYNDICATE 1458 (RNR)** (hereinafter referred to as "Lloyd's Syndicate 1458" or "Reinsurer"). As used herein, "Party" means the SDR, Capson, and Lloyd's Syndicate 1458 individually, and "Parties" means the SDR, Capson, and Lloyd's Syndicate 1458 collectively. As used herein: "Receiver" means the Commissioner of Insurance for the State of Texas in his or her capacity as rehabilitator and liquidator of Capson, and any successor or substitute receiver, liquidator, rehabilitator, or conservator of Capson however appointed; "Estate" means the receivership estate of Capson; and "Capson Releasing Parties" means the SDR, Capson, the Receiver, the Estate, their respective successors and assigns, and all persons claiming or entitled to claim by, through, or under any of them.

WITNESSETH:

WHEREAS, Capson was placed into receivership on February 11, 2019, in the matter styled *The State of Texas v. Capson Physicians Insurance Company*, in the 250th Judicial District Court, Travis County, Texas, and the Commissioner of Insurance for the State of Texas was appointed Rehabilitator of Capson;

WHEREAS, the Receiver appointed Cantilo as the SDR for Capson on February 11, 2019;

WHEREAS, on June 28, 2019, Capson was placed into liquidation by order of the District Court of Travis County, Texas, 250th Judicial District (Cause No.: D-1-GN-19-000723) (the "Receivership Court");

WHEREAS, prior to being placed into liquidation, Capson and Lloyd's Syndicate 1458 were parties to certain reinsurance agreements identified in **EXHIBIT A** (hereinafter "Reinsurance Agreements"), whereby Lloyd's Syndicate 1458, in consideration of the payment of premium, committed to reinsure certain risks insured by Capson. For the avoidance of doubt, the term "Reinsurance Agreements" means the reinsurance agreements identified in **EXHIBIT A**;

WHEREAS, the Parties seek to satisfy their rights, duties, and obligations pursuant to the Reinsurance Agreements;

WHEREAS, Lloyd's Syndicate 1458 has offered to pay, and the SDR has agreed to accept, the sum of One Hundred Twenty-One Thousand One Hundred Fifty-Two Dollars and zero cents (US $121,152.00) (the "Commutation Amount"), in accordance with the terms set forth herein in full and final satisfaction of the past, present, and future liabilities and/or obligations relating to or arising out of the Reinsurance Agreements.

NOW THEREFORE, intending to be legally bound, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE A – APPROVAL OF RECEIVERSHIP COURT

1. The Parties acknowledge and agree that all acts and obligations under this Commutation Agreement are contingent upon the issuance of an Order from the Receivership Court approving all terms and conditions of this Commutation Agreement. A copy of the Receivership Court Order approving this Commutation Agreement shall be attached to this Commutation Agreement as Exhibit B and shall be deemed to be incorporated herein by reference. The Parties acknowledge that should the Receivership Court not approve this Commutation Agreement, the Commutation Agreement and all agreements and representations regarding this Commutation Agreement made by the Parties shall be null and void.

2. If the Receivership Court enters an Order disapproving this Commutation Agreement, then for the period of sixty (60) days from the date on which Lloyd's Syndicate 1458 receives notice from Capson that the Receivership Court has affirmatively refused to approve this Commutation Agreement, Capson will temporarily cease any request for, or collection of, any amounts claimed from Lloyd's Syndicate 1458 under the Reinsurance Agreements.

ARTICLE B - PAYMENTS

1. The SDR, on or before the later of ten (10) working days following (1) an Order being entered by the Receivership Court approving this Commutation Agreement, and (2) Lloyd's Syndicate 1458 having been provided with a copy of the fully executed Commutation Agreement, shall provide AON Re, Inc. (the "Reinsurance Intermediary") with a copy of the Order. Upon receipt of the Order, at the SDR's direction, the Reinsurance Intermediary shall provide the Reinsurer with a billing for the Commutation Amount. The Reinsurer shall remit payment for the Commutation Amount to the Reinsurance Intermediary within ten (10) working days of its receipt of such billing (the date of such remittance being the "Settlement Date"). Upon receipt of the Commutation Amount, the Reinsurance Intermediary shall make payment by wire transfer to:

TEX COMPT AUSTIN
ABA Routing Number: 114900164
BNF: TTSTC AC 44047401
REF: Texas Department of Insurance
R-561 Capson Physicians Insurance Company
Account 3389

2. Payment and receipt of the Commutation Amount is in full and final settlement of any and all amounts claimed to be due by Lloyd's Syndicate 1458 to Capson and from Capson to Lloyd's Syndicate 1458 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.

ARTICLE C - RELEASES

1. With effect from the Settlement Date, each of the Capson Releasing Parties hereby fully and unconditionally releases, acquits, and forever discharges Lloyd's Syndicate 1458, its managing agent, affiliates, predecessors, successors, heirs, assigns, and its past, present, and future officers, directors, shareholders, employees, agents, receivers, trustees, attorneys, and legal representatives, from any and all liabilities, obligations, claims, demands, causes of action, costs, disbursements, fees, attorneys' fees, expenses, damages, and injuries of every kind, nature, and description, whether known or unknown, liquidated or unliquidated, suspected or claimed, fixed or contingent, arising out of or in respect of the Reinsurance Agreements whether currently existing or arising in the future, it being the intention of the Parties that this Commutation Agreement operates as a full and final settlement of any current and future liabilities owed by Lloyd's Syndicate 1458 to the SDR, and/or Capson under the Reinsurance Agreements.

2. Simultaneously with payment of the Commutation Amount, Lloyd's Syndicate 1458 fully and unconditionally releases, acquits, and forever discharges the SDR, and Capson, their affiliates, predecessors, successors, heirs, assigns, and their respective past, present, and future officers, directors, shareholders, employees, agents, receivers, trustees, attorneys, and legal representatives, from any and all liabilities, obligations, claims, demands, causes of action, costs, disbursements, fees, attorneys' fees, expenses, damages, and injuries of every kind, nature, and description, whether known or unknown, liquidated or unliquidated, suspected or claimed, fixed or contingent, arising out of or in respect of the Reinsurance Agreements whether currently existing or arising in the future, it being the intention of the Parties that this Commutation Agreement operates as a full and final settlement of any current and future liabilities owed by Capson, the Receiver, and/or the SDR to the Reinsurer under the Reinsurance Agreements.

3. With effect from the Settlement Date, the Reinsurance Agreements shall be deemed commuted, terminated, and of no further force or effect between the Parties.

4. There is no outstanding request from the SDR or Capson to draw down any Letter of Credit or Trust through and including the date of execution of this Commutation. The Parties hereby agree to promptly execute any and all supplemental agreements, releases, affidavits, waivers, and other documentation of any kind, and to take all such other action to effectuate the termination of any applicable letters of credit, if necessary.

5. The Parties absolutely and unconditionally covenant and warrant with each other, and their respective successors and assigns, that after the Settlement Date, no Party and none of the Capson Releasing Parties will hereafter for any reason whatsoever, demand, claim, or file suit or initiate arbitration proceedings against the other in respect of any matters relating to the Reinsurance Agreements, except as provided herein.

6. The Parties agree to promptly execute any and all supplemental agreements, releases, affidavits, waivers, and other documentation of any kind, and to take all such other actions to effectuate the terms and objectives of this Commutation.

7. The releases, covenants, and agreements in this Article C are irrevocable and shall survive and remain in full force and effect notwithstanding the closing, reopening, conversion, or dismissal of the receivership of Capson, the discharge or replacement of the SDR or the Receiver, and the final distribution of the Estate. None of the Capson Releasing Parties shall assign, sell, pledge, subrogate, or otherwise transfer to any person any claim or recoverable under or in respect of the Reinsurance Agreements.

ARTICLE D - REPRESENTATIONS AND WARRANTIES

1. The SDR and Capson, subject to Receivership Court approval, each represent and warrant to Lloyd's Syndicate 1458 that:

(a) Each has the full legal right, power, and authority (corporate and otherwise) to execute, deliver, and perform this Commutation;

(b) Each, and the individual executing this Commutation on each's behalf, has the full legal right, power, and authority (corporate and otherwise) to execute, deliver, and perform this Commutation;

(c) All corporate action necessary for its execution, delivery, and performance of this Commutation has been or will be duly taken by it;

(d) This Commutation when executed and delivered will constitute a valid and legally binding obligation of Each;

(e) No action, consent, or approval of any person, entity, court, or other governmental authority is required for the lawful execution or delivery of this Commutation or the lawful performance of the transactions contemplated hereby, other than approval by the Receivership Court;

(f) There are no pending agreements, transactions, or negotiations to which such Party is a party that would render this Commutation or any part thereof void, voidable, or unenforceable;

(g) The execution and delivery of this Commutation and the performance of the transactions contemplated herein will not violate any provision of law, their organizational documents, or any order of any court or governmental authority; and

(h) It has not assigned, sold, or transferred any interest in the Reinsurance Agreements or any claims arising therefrom, to any person, including any insurance guaranty association;

2. Lloyd's Syndicate 1458 represents and warrants to Capson that:

(a) Its managing agent is duly authorized by the Council of Lloyd's to manage Lloyd's Syndicate 1458;

(b) It, and the individual executing this Commutation on its behalf, each has the full legal right, power, and authority (corporate and otherwise) to execute, deliver, and perform this Commutation;

(c) All corporate action necessary for its execution, delivery, and performance of this Commutation has been or will be duly taken by it;

(d) This Commutation when executed and delivered will constitute a valid and legally binding obligation of it;

(e) No action, consent, or approval of any person, entity, court, or other governmental authority is required for the lawful execution or delivery of this Commutation or the lawful performance of the transactions contemplated hereby, other than approval by the Receivership Court;

(f) There are no pending agreements, transactions, or negotiations to which it is a party that would render this Commutation or any part thereof void, voidable, or unenforceable;

(g) The execution and delivery of this Commutation and the performance and consummation of the transactions contemplated herein will not violate any provision of any law or conflict with its Articles of Incorporation, Bylaws, or any substantively similar document or any order, writ, injunction, or decree of any court or other governmental authority;

(h) It has not assigned, sold, or transferred any interest in the Reinsurance Agreements or any claims arising therefrom that would conflict with the releases given herein.

ARTICLE E - DELIVERY OF NOTICE

1. All notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier, or registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in Section 2 of this Article and shall be deemed given upon receipt. In addition, notice may be given by electronic mail transmission and shall be deemed given upon the receipt of the transmission and the mailing of a hard copy of the transmission.

2. Notices to the Parties shall be addressed as follows:

Notice to Capson:

Joseph N. West
CANTILO & BENNETT, L.L.P.
Special Deputy Receiver of Capson Physicians Insurance Company
11401 Century Oaks Terrace, Suite 300
Austin, Texas 78758
E-mail: jnwest@cb-firm.com

Notice to Subscribing Reinsurer:

Lloyd's Syndicate 1458 (RNR)
c/o RenaissanceRe Syndicate Management Limited
18th Floor, 125 Old Broad Street London, EC2N
Attn: Clare Birchenhough – Legal Counsel, Underwriting
E-mail: clare.birchenhough@renre.com

ARTICLE G - GENERAL

1. This Commutation constitutes the entire understanding by and between the Parties hereto, superseding all negotiations, prior discussions, representations, promises, and understandings, oral or written, expressed or implied, made prior to or contemporaneous with its execution.

2. This Commutation may only be modified or amended by a written instrument executed by all Parties.

3. This Commutation and any of the rights and/or obligations herein may not be assigned, in whole or in part, by either Party hereto without prior written approval of the other Party hereto.

4. This Commutation shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, executors, and administrators.

5. Waiver by either Party of any term, provision, or condition of this Commutation shall not be construed to be a waiver of any other term, provision, or condition hereof, nor shall

such waiver be deemed a waiver of any subsequent breach of the same term, provision, or condition.

6. The failure of either Party to enforce any of the provisions herein shall not be construed to be a waiver of the right of such Party to enforce any such provisions.

7. The Parties to this Commutation are entering into it in good faith, at arm's length, and in the regular course of business, and that this Commutation is valid and enforceable (subject to Receivership Court approval).

8. The Parties agree that this Commutation Agreement sets forth a compromise and never at any time for any purpose shall it be considered an admission of liability, an admission of responsibility, or a waiver of any position on the part of any Party hereto regarding any aspect of the Reinsurance Agreements.

9. The Parties agree that this Commutation Agreement and the negotiations and proceedings leading to this Commutation Agreement shall not be used in any litigation or other proceeding in any manner between the Parties or form the basis for any claim by either against the other, except with respect to an action to or enforcement of this Commutation Agreement.

10. This Commutation shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict-of-law principles that would cause the application of the laws of any jurisdiction other than Texas. The Parties agree that the Receivership Court shall have exclusive jurisdiction over disputes arising from or related to this Commutation, and the Parties hereby consent to the personal jurisdiction of that court.

11. This Commutation may be executed in multiple counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute one and the same Commutation. This Commutation may be signed and exchanged in counterpart by facsimile or by the sending of a signed copy by e-mail from one Party to the others,

and this Commutation as so signed and exchanged shall constitute the binding agreement of the Parties.

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IN WITNESS WHEREOF the Parties hereto have executed this Commutation as of the date(s) set forth below.

CANTILO & BENNETT, L.L.P., in its capacity as Special Deputy Receiver for Capson Physicians Insurance Company, its Receivership Estate, and the Receiver, by its Authorized Representative

By: _____ Date: August 25, 2026
Joseph N. West
Partner

RenaissanceRe Syndicate Management Ltd., as Managing Agent for Lloyd's Syndicate 1458 (rnr)

By: _____ Date: _____

SCHEDULE A

REINSURANCE AGREEMENTS ENTERED INTO BETWEEN
CAPSON PHYSICIANS INSURANCE COMPANY AND
LLOYD'S SYNDICATE 1458

Contract Reference	Coverage Type	Incept Date	Expiry Date
10677N14	Medical Professional Liability Excess of Loss Reinsurance Contract	10/1/2014	10/1/2017
UMR: B110815C0BL1001	Medical Professional Liability Excess of Loss Reinsurance Contract	10/1/2015	10/1/2016
UMR: B110816C0BL1001	Medical Professional Liability Excess of Loss Reinsurance Contract	10/1/2016	10/1/2017
UMR: B110817C0BL1001	Medical Professional Liability Excess of Loss Reinsurance Contract	10/1/2017	10/1/2018
UMR: B110818C0BL1001	Medical Professional Liability Excess of Loss Reinsurance Contract	10/1/2018	10/1/2019

EXHIBIT B

ORDER OF THE RECEIVERSHIP COURT
APPROVING COMMUTATION AGREEMENT