

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 ST JUDICIAL DISTRICT

**SPECIAL DEPUTY RECEIVER’S APPLICATION TO
APPROVE COMMUTATION AND RELEASE AGREEMENT
[CORINTHIAN 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 [Corinthian 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 Corinthian Re SPC on behalf of Access SP (“Corinthian 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 Corinthian reinsured AIC before receivership under three quota share reinsurance agreements. Corinthian Re was one of a group of reinsurers carrying varying percentages of AIC's ceded reinsurance. AIC and Corinthian entered a Private Passenger Automobile Quota Share Reinsurance Treaty under which Corinthian agreed to accept 10.0% of AIC's paid losses arising from November 1, 2015, to October 31, 2016. AIC and Corinthian entered a second Private Passenger Automobile Quota Share Reinsurance Contract under which Corinthian agreed to accept 17.9% of AIC's paid losses arising from November 1, 2016, to October 31, 2017. AIC and Corinthian entered a third Private Passenger Automobile Quota Share Reinsurance Contract by which Corinthian agreed to accept 26.15% of AIC's paid losses arising from November 1, 2017, to October 31, 2018. Collectively, the three reinsurance treaties are referred to herein as the "Reinsurance Contracts." Only Corinthian'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 As collateral for its liabilities under the Reinsurance Contracts, Corinthian Re provided two letters of credit for the benefit of AIC relating to the Reinsurance Contracts in the amounts of \$2,651,418 and \$4,100,000. Additionally, Corinthian Re (as Grantor) and AIC (as Beneficiary) are parties to a Trust Agreement at Comerica Bank & Trust, N.A. (“Comerica Bank Trust”) with a current balance of \$6,190,640 as of April 30, 2026.

3.3 On various dates since the entry of the Liquidation Order, AIC made draws as Beneficiary against funds held in the Comerica Bank Trust to satisfy amounts owed to AIC under the Reinsurance Contracts. AIC made no draws against either letter of credit, and as of April 30, 2026, the SDR holds approximately \$12,942,058 as collateral for liabilities arising from the Reinsurance Agreements (the “Collateral”).

3.4 The SDR continued reporting AIC policy claims paid by guaranty associations to AIC’s reinsurers, including Corinthian Re, after receivership. Approved POCs on claims covered under the Reinsurance Contracts have also been reported. As of March 31, 2026, Corinthian Re’s estimated exposure to the SDR under the Reinsurance Contracts is \$3,100,636, which consists largely of potential liability based upon IBNR claims.

3.5 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 Corinthian Re have agreed, subject to Receivership Court approval, to commute the Reinsurance Contracts under the following terms: 1) the SDR receives \$2,000,000

(the “Commutation Amount”) from the Collateral; 2) the SDR returns and releases all Collateral remaining after payment of the Commutation Amount (Excess Collateral) to Corinthian Re; and 3) 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, attached as Exhibit 2.

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 Special Deputy Receiver 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;
3. Authorize the SDR to return and release the Excess Collateral to Corinthian Re after payment of the Commutation Amount; and
4. 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

**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 [Corinthian Re]* is hereby set for written submission before the Special Master, Tom Collins, on **June 15, 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;
 - (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/
Greg Pierce

CERTIFICATE OF SERVICE

I certify that on May 27, 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

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

Shawn Martin
TEXAS DEPARTMENT OF INSURANCE
RLO MC-FRD
PO Box 12030
Austin, TX 78711-2030

Via Email: David.Carbajal@tdi.texas.gov

David Carbajal
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Via Email: Vane.Hugo@tdi.texas.gov

Vane Hugo
TEXAS DEPARTMENT OF INSURANCE
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PO Box 12030
Austin, TX 78711-2030

Via e-Service: Kimberly.Gdula@oag.texas.gov

Kimberly Gdula
Assistant Attorney General
General Litigation Division
OFFICE OF THE TEXAS ATTORNEY GENERAL
P.O. Box 12548, Mail Stop 01901
Austin, TX 78711-2548
Counsel for Texas Department of Insurance

Via e-Service: bburner@mwlaw.com

Burnie Burner
MITCHELL, WILLIAMS, SELIG, GATES &
WOODYARD, PLLC
500 W. 5th Street Suite 1150
Austin, TX 78701
*Counsel for Defendant
Access Insurance Company*

Via Email: aiga01@bellsouth.net

Andrea Lentine
Executive Director
ALABAMA INSURANCE GUARANTY
ASSOCIATION
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Birmingham, AL 35216

Via Email: guarantyfunds@difi.az.gov

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GUARANTY FUND
100 North 15 Avenue, Suite 261
Phoenix, AZ 85007-2624

Via Email: AMinor@arkansas.gov

Amanda Minor
ARKANSAS PROPERTY & CASUALTY
GUARANTY FUND
1023 W. Capitol Avenue, Suite 2
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Via Email: RoeberB@caiga.org

Brad Roeber, Executive Director
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ASSOCIATION
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Glendale, CA 91209-9066

Via Email: stbrown@agfgroup.org
Via Email: bricker@agfgroup.org
Steve Brown, Chief Operating Officer
Bob Ricker, Executive Director
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Tallahassee, FL 32317

Via Email: abarbera@quadassoc.org
Amanda Barbera
Executive Director
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Via Email: blaw@gfms.org
Barbara Peterson law
President
GUARANTY FUND MANAGEMENT SERVICES
One Bowdoin Square
Boston, MA 02114-2916

Via Email: BGilbert@niga-pc.org
Bruce W. Gilbert
Executive Director
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Las Vegas, NV 89102-1859

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Jessica Cannon
OKLAHOMA PROPERTY & CASUALTY
INSURANCE GUARANTY ASSOCIATION
2601 Northwest Expressway, Suite 330E
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Via Email: smitty@scwind.com
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Via Email: debbiel@integriongroup.com
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Director of Operations
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Via Email: knations@tiga.net
Lorrie Brouse, Executive Secretary
Kerry Nations, Plan Administrator
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Nashville, TN 37203-5805

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Annette Evans, Claims Director
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(Bermuda Branch)*

/s/ Greg Pierce
Gregory A. Pierce

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 CORINTHIAN RE SPC ON BEHALF OF ACCESS SP (the “Reinsurer”) and CANTILO & BENNETT, L.L.P., SPECIAL DEPUTY RECEIVER (“SDR”) of ACCESS INSURANCE COPMANY (the “SDR” and the “Company” or “AIC”), (together with the Reinsurer, the “Parties”).

WHEREAS, the Reinsurer and the Company are parties to a Private Passenger Automobile Quota Share Reinsurance Treaty, effective as of 1 November 2015, reinsuring the period commencing on 1 November 2015 and ending on 31 October 2016, and a Private Passenger Automobile Quota Share Reinsurance Contract, effective as of 1 November 2016 reinsuring the period commencing on 1 November 2016 and ending on 31 October 2017 and a Private Passenger Automobile Quota Share Reinsurance Contract, effective as of 1 November 2017 reinsuring the period commencing on 1 November 2017 and ending on 31 October 2018 (the “Reinsurance Agreements”);

WHEREAS, the Reinsurer provided the Company with a letter of credit in the amount of \$2,651,418 and a letter of credit in the amount of \$4,100,000 for the benefit of the Company relating to the Reinsurance Agreements. Additionally, the Reinsurer (as Grantor) and the Company (as Beneficiary) are parties to a Trust Agreement at Comerica Bank & Trust, N.A. (“Comerica Bank Trust”) with a current balance of \$6,190,640 as of March 31, 2026;

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 the SDR of AIC;

WHEREAS, on various dates since the inception of the Liquidation Order, the Company has made draws as Beneficiary against funds held in the Comerica Bank Trust to satisfy amounts owed to the Company under the Reinsurance Agreements. No draws have been made by the Company against either letter of credit and as of March 31, 2026, the SDR holds approximately \$12,942,058 as collateral for liabilities arising from the Reinsurance Agreements (the “Collateral”);

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 Two Million Dollars and zero cents (\$2,000,000) (the “Commutation Amount”), which represents fair value for the liabilities being released and returned to the Company;

WHEREAS, the Company shall release and return to the Reinsurer collateral held in the Comerica Bank Trust in excess of the Commutation Amount (the “Excess Collateral”), which is estimated, as of March 31, 2026, to be \$4,190,640. Additionally, the Company will execute a cancellation for the two (2) letters of credit;

WHEREAS, upon the payment of the Commutation Amount and return of the Excess Collateral, 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 and that authorizes the SDR to return the Excess Collateral to Reinsurer. 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 the Commutation Amount by authorizing the SDR to retain the Commutation Amount from the Collateral. The Company shall pay the Excess Collateral to the Reinsurer by wire transfer within ten (10) business days following Reinsurer receiving a copy of an Order entered by the Receivership Court approving this Commutation Agreement

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 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).

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. 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.

Signature page follows immediately

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

For and on behalf of the Reinsurer:

CORINTHIAN RE SPC ON BEHALF OF ACCESS SP

By _____
Printed Name _____
Title _____

For and on behalf of the Company:

ACCESS INSURANCE COMPANY (IN LIQUIDATION)

By _____
Printed Name _____
Title _____

EXHIBIT 2

**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 (Corinthian 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 May 27, 2026, by Susan E. Salch, Special Deputy Receiver of Access Insurance Company

[Signature]

Notary Public

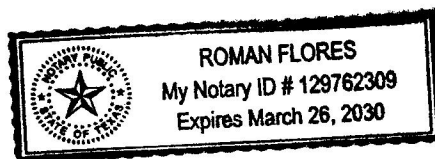


Exhibit
2

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Greg Pierce on behalf of Greg Pierce

Bar No. 15994250

gpierce@gpiercelaw.com

Envelope ID: 115417305

Filing Code Description: Motion (No Fee)

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

Status as of 5/28/2026 9:45 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Brian Falligant		bfalligant@inquestresources.com	5/27/2026 6:58:55 PM	SENT
Special Masters Clerk Special Masters Clerk		specialmasterclerk@tdi.texas.gov	5/27/2026 6:58:55 PM	SENT
Melvin Burner	3425700	bburner@mwlaw.com	5/27/2026 6:58:55 PM	SENT
Anthony Icenogle	10382948	anthony@icenoglefirm.com	5/27/2026 6:58:55 PM	SENT
Patricia Muniz		pmuniz@inquestresources.com	5/27/2026 6:58:55 PM	SENT

Associated Case Party: TEXAS DEPARTMENT OF INSURANCE

Name	BarNumber	Email	TimestampSubmitted	Status
Kimberly Gdula	24052209	kimberly.gdula@oag.texas.gov	5/27/2026 6:58:55 PM	SENT

Associated Case Party: TPCIGA

Name	BarNumber	Email	TimestampSubmitted	Status
Rachel Stroud		rstroud@tpciga.org	5/27/2026 6:58:55 PM	SENT