

**SECOND AMENDMENT
TO
NAIC STANDARD FORM AGREEMENT
FOR ALIEN EXCESS OR SURPLUS LINES INSURERS**

This Second Amendment to the NAIC Standard Form Trust Agreement for Alien Excess or Surplus Lines Insurers (the “Amendment”) is made this 17th day of February, 2025 (“Amendment Date”) by and between CX Reinsurance Company Limited (in Administration) (the “Company”), organized and existing under the laws of the United Kingdom and State Street Bank and Trust Company, N.A. (the “Trustee”), a trust company organized and existing under the laws of the United States of America.

WHEREAS, the Company and the Trustee entered into the NAIC Standard Form Trust Agreement for Alien Excess or Surplus Lines Insurers dated as of August 7, 2003 (as amended and supplemented by the First Amendment to the Trust Agreement dated July 31, 2006, the “Agreement”) with respect to the Trust Fund established by the Company in the United States as security for its Policyholders and Third Party Claimants and to qualify as an eligible or approved excess or surplus lines insurer in the United States (the “Surplus Lines Trust”); and,

WHEREAS, on August 17, 2020, the Company entered into administration under the Insolvency Act 1986 of England and Wales (“Administration”), and pursuant to an order by the High Court of Justice, the Business and Property Courts of England and Wales (“English High Court”), Simon Edel and Richard Barker of Ernst & Young LLP were appointed as joint administrators of the Company (the “Joint Administrators”); and,

WHEREAS, on September 14, 2020, the Company filed a petition for relief under chapter 15 of title 11 of the United States Code, seeking recognition of the Administration as a foreign main proceeding and the Joint Administrators as the foreign representatives duly authorized to act on behalf of the Company (“Recognition Order”); and,

WHEREAS, on October 8, 2020, a Recognition Order was granted by the United States Bankruptcy Court for the Southern District of New York recognizing the Joint Administrators as the foreign representatives duly authorized to act on behalf of the Company; and,

WHEREAS, the Surplus Lines Trust defines the “Domiciliary Commissioner” to be “the Chief Regulatory Officer for Insurance in any state, territory, district, commonwealth or possession of the United States in which the Trust Fund is principally administered, identified on page one of this Agreement”, and,

WHEREAS, New York is the state in which the Trust Fund is principally administered; and,

WHEREAS, the Superintendent of the New York Department of Financial Services (the “NY DFS”) would therefore be the Domiciliary Commissioner and the official contemplated by Paragraph 4.3 of the Agreement to be appointed by a court of competent jurisdiction to be the Company’s United States receiver, to receive the assets of the Surplus Lines Trust and to distribute

them “in compliance with applicable state law”; and,

WHEREAS, upon due inquiry by the Joint Administrators, the NY DFS has explained that it lacks the statutory authority to fill that role; and,

WHEREAS, the Joint Administrators, under these circumstances and with the support of the NY DFS, wish to facilitate the use of the Trust Fund for the purpose set forth in the Agreement, namely, to afford security for the claims of United States surplus lines policyholders and third party claimants (“U.S. Surplus Lines Creditor(s)”), in accordance with the laws of New York as they would be applied in the case of an insolvent New York insurer; and,

WHEREAS, it is expected that the assets held in the Surplus Lines Trust will not be sufficient to pay in full the claims of U.S. Surplus Lines Creditors; and,

WHEREAS, accordingly, the Joint Administrators, acting on behalf of the Company, and the Trustee, with the approval of the International Insurers Department of the National Association of Insurance Commissioners (“IID”), hereby amend the Agreement as set forth below in order to allow for certain actions to be taken by the Joint Administrators to determine the claims of U.S. Surplus Lines Creditors and utilize the Trust Fund assets to pay such finally determined claims proportionally (i.e., in the proportion of the finally determined claim of a U.S. Surplus Lines Creditor to all other finally determined claims of U.S. Surplus Lines Creditors and the proportion of those total determined claim amounts to the Surplus Lines Trust’s assets, net of the Trustee’s claims and the claims of the Joint Administrators’ for their reasonable costs in fulfilling their responsibilities pursuant to this Amendment); and

WHEREAS, the Trustee and the Company wish to amend the Agreement to provide additional transparency as to the manner in which services are provided and deposits are maintained thereunder.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Article 1 (Definitions) of the Agreement is hereby amended to add new Paragraph 1.17, which shall read as follows:

“1.17 “JOINT ADMINISTRATORS” shall mean Simon Edel and Richard Barker of Ernst and Young LLP or such other persons as are (i) appointed to act on behalf of the Company under the Insolvency Act 1986 of England and Wales pursuant to an order by the High Court of Justice, the Business and Property Courts of England and Wales, and (ii) recognized by order of the Bankruptcy Court as the Company’s foreign representatives.”

and to strike Paragraphs:

1.3 “DOMICILIARY COMMISSIONER”,

1.8 “NON-DOMICILIARY COMMISSIONER”, and

1.12 “RECEIVER”

And these three terms are struck whenever and wherever they appear in the Agreement. Any provisions regarding notice to or the rights and responsibilities of the Domiciliary Commissioner, a Non-Domiciliary Commissioner or the IID (except as to the approval of this Amendment) are also struck whenever and wherever they may appear in the Agreement.

Additionally, Paragraph 1.15 is hereby deleted in its entirety and replaced with the following:

““TRUST FUND” or “TRUST” means the cash, readily marketable securities and letters of credit, or any combination thereof held by the Trustee under the provisions of this Agreement, including, without limitation, Section 2.11 hereof.”

2. Article 2, Paragraph 2.1 (*Duration of Trust Fund*) of the Agreement is hereby amended by replacing the words “may be terminated” with the words “shall terminate” in the first sentence and by adding a new subparagraph (c) which shall read as follows:

“(c) Upon the Trustee’s remission of the proceeds from the liquidation of the Trust Fund’s assets to the Joint Administrators as described in Paragraph 4.5 hereof. Such transfer and delivery shall constitute a full, final and sufficient release, discharge and acquittance to the Trustee in respect thereof.”

3. Article 2, Paragraph 2.11 (*Trustee’s Authority to Hold Investments*) of the Agreement is hereby amended by replacing the first sentence in its entirety with the following:

“Legal title to the assets of the Trust shall be vested in the Trustee for the benefit of the Company’s U.S. Policyholders and Third Party Claimants in accordance with the provisions of this Trust, or at State Street Bank and Trust Company (“SSBT”), a Massachusetts trust bank engaged by the Trustee as a subcustodian, who may hold such assets directly or through a CSDS or subcustodian selected by it. Notwithstanding anything to the contrary herein, the Trustee has arranged for SSBT to open and maintain with SSBT one or more cash deposit accounts in such currencies as may be required in connection with the investment activity of the Trust. Cash received for the Trust will be deposited with SSBT, or with one of its subcustodians, depending on the currency and/or the market, in such cash deposit accounts. SSBT will designate each currency in a particular market as On Book Cash or Off Book Cash. “On Book Cash” means the currency is maintained in a deposit account with, and recorded as a liability on the balance sheet of, SSBT (through any of its branches) and “Off Book Cash” means the currency is maintained in a deposit account with, and recorded as a liability on the balance sheet of, a subcustodian (through any of its branches). SSBT may change the designation of a currency as On Book or Off Book from time to time.”

4. Article 2, Paragraph 2.14 (Trustee's Duties Upon Termination of Trust Fund) and Paragraph 2.15 (Company May Waive Conditions for Claim Payments) of the Agreement are hereby amended by striking the Paragraphs in their entirety.
5. Article 4, Paragraphs 4.3 (Transfer of Trust Assets to Domiciliary Commissioner in Event of Insolvency), 4.4 (One-Year Waiting Period After Insolvency), and 4.5 (Final Distribution of Trust Fund Assets by the Trustee) of the Agreement are hereby amended by replacing them in their entirety with the following:

"4.3 (Deadline for Filing Claims) The Joint Administrators shall set a deadline for all U.S. Surplus Lines Creditors to file their claims and, insofar as the Joint Administrators are aware of and have contact details such Creditors, shall inform such Creditors of the filing deadline by notice sent to their last known mailing address or e-mail address as shown in the Company's records. That notice shall include notice of the claim filing deadline and the procedures for submitting claims. The Joint Administrators will also publish, in a newspaper of general circulation in the City of New York, notice of that claim filing deadline and a web address where the claim filing procedures may be accessed. Only U.S. Surplus Lines Creditors who file their claims by that claim filing deadline, in accordance with the procedures for submitting claims as so notified by the Joint Administrators, shall be eligible to have their finally determined claims paid, to the extent possible, from the assets of the Surplus Lines Trust ("Eligible Creditor(s)")."

"4.4 (Law Applicable to Determination of Eligible Creditors' Claims and Judicial Review) The Joint Administrators, acting as agents of the Company, will determine each timely filed claim by a U.S. Surplus Lines Creditor based upon the terms of the relevant insurance policy and law of the United States jurisdiction applicable to that policy or third-party claim. The Joint Administrators will advise the relevant Surplus Lines Creditor in writing of such determination. If an Eligible Creditor disagrees with that determination, the creditor may bring suit against the Company, in the courts of the State of New York, in the same way as a policyholder might bring a claim against an insurer for coverage."

"4.5 (Use of Trust Fund to Pay Finally Determined Claim and the Limited Role of the Trustee) Promptly after the claims of all Eligible Creditors are finally determined or fully reserved, the Joint Administrators will calculate the proportional share of each such creditor in the Trust Fund assets (net of the Trustee's claims and the claims of the Joint Administrators for their reasonable costs in fulfilling their responsibilities hereunder) based on the amount of the Eligible Creditor's finally determined claim. The Joint Administrators will inform the Trustee of the aggregate amount of those finally determined claims. The Trustee shall thereupon remit the proceeds from the liquidation of the Trust Fund assets, net of the Trustee's claims, to the Joint Administrators. After deducting the Joint Administrators' claims hereunder, the Joint Administrators will pay the Eligible Creditors their proportional shares. Should the Trust Fund proceeds exceed the aggregate amount of the Eligible Creditors' finally determined claims plus the Trustee's and Joint Administrators' claims, the Joint Administrators will use those surplus funds to help satisfy the claims of the Company's

other creditors. The Trustee shall be entitled to rely on the directions of the Joint Administrators and has no independent duty to verify or confirm the Joint Administrators' performance in accordance with the terms of the Agreement or to otherwise assess, determine, or in any way resolve the claims of those with claims secured by the Surplus Lines Trust."

6. Article 5, Paragraph 5.3(c) (Procedures to Be Followed in Amending this Agreement) and Paragraph 5.4 (Notice) are struck in their entirety. Paragraph 5.4 is replaced by the following:

"5.4 (Trustee's, IID's and Joint Administrators' Indemnity and Hold Harmless) Each of the Trustee, IID and staff, and the Joint Administrators will be entitled to be indemnified and held harmless from the assets of the Trust Fund, as a priority claim (ranking ahead of any claims of U.S. Surplus Lines Creditors), from and against any and all claims, damages, losses or payments of any nature whatsoever arising out of the execution of the Second Amendment and or the Trustee's and the Joint Administrators' performance or nonperformance hereunder, unless such claims, losses, damages or other payments arise as a result of the Trustee's, the IID's or Joint Administrators' own negligence or willful misconduct.

Paragraphs 5.5 through 5.8 are renumbered as 5.7 through 5.10 and the following is inserted as new Paragraphs 5.5 and 5.6:

"5.5 (Capacities of the Joint Administrators Under this Agreement) The Joint Administrators act hereunder as agents of the Company and without personal liability. For the avoidance of doubt neither the Joint Administrators nor their firm nor any person acting on their behalf will incur any personal liability whether directly or indirectly under this amended Agreement or any other deed, instrument or document entered into pursuant to it, and any liability which the Joint Administrators, their firm or any person acting on their behalf would otherwise be subject is expressly excluded. The exclusions of liability contained in this Paragraph 5.5 are in addition to and not in substitution for any other right of indemnity or relief or remedy available to the Joint Administrators.

"5.6 (Application of Amendment) In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control, it being intended that the Agreement and this Amendment be construed as a harmonious whole to achieve the objectives set forth in this Amendment."

7. The Joint Administrators are party to this Amendment in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favor contained in this Amendment.
8. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

9. This Amendment may be executed in multiple counterparts, which together shall constitute one instrument. Counterparts may be executed in either original or electronically transmitted form (e.g. faxes or emailed portable document format (PDF) form), and the parties hereby adopt as original any signatures received via electronically transmitted form.
10. Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment is incorporated in its entirety into the Agreement, and this Amendment and said Agreement shall be read and interpreted together as the Agreement reflecting the entire agreement of the parties with respect to the subject matter thereof.
11. This Amendment shall be construed and the provisions thereof interpreted under and in accordance with the laws of The State of New York, without regard to its conflicts of laws provisions.

[Signature page immediately follows]

STATE STREET BANK AND TRUST
COMPANY, N.A., as Trustee

By: _____

Name: Banu Mattuchio

Title: President of State Street Bank and Trust Company, NA

Date: February 18, 2025

by, Richard Barker, Joint Administrator for and on
behalf of CX REINSURANCE COMPANY
LIMITED (IN ADMINISTRATION) as agent and
without personal liability



By: _____

Name: Richard Barker

Title: Joint Administrator

Date: 17 February 2025

By, Richard Barker for and on behalf of the Joint
Administrators



By: _____

Name: Richard Barker

Title: Joint Administrator

Date: 17 February 2025