
FIRST AMENDMENT
TO
SEVENTH, EIGHTH AND NINTH SUPPLEMENTAL INDENTURES

dated as of January 1, 2016

amending the

SEVENTH SUPPLEMENTAL INDENTURE,
EIGHTH SUPPLEMENTAL INDENTURE
and
NINTH SUPPLEMENTAL INDENTURE

between

CITIZENS PROPERTY INSURANCE CORPORATION
(successor to Florida Windstorm Underwriting Association)

and

REGIONS BANK
(successor to U.S Bank National Association,
Wachovia Bank, National Association, and The Bank of New York),
as Indenture Trustee

dated as of May 1, 2009, April 1, 2010 and July 1, 2011, respectively

supplementing that certain

TRUST INDENTURE

dated as of August 6, 1997, as supplemented and amended by a
Series 1999A Supplemental Indenture dated as of March 31, 1999,
a Second Supplemental Indenture dated as of August 1, 2002,
a Third Supplemental Indenture dated as of May 1, 2004,
a Fourth Supplemental Indenture dated as of June 1, 2006,
a Fifth Supplemental Indenture dated as of February 1, 2007,
a Sixth Supplemental Indenture dated as of June 1, 2008,
a Seventh Supplemental Indenture dated as of May 1, 2009,
an Eighth Supplemental Indenture dated as of April 1, 2010,
a Ninth Supplemental Indenture dated as of July 1, 2011, and
a Tenth Supplemental Indenture dated as of June 1, 2015

FIRST AMENDMENT
TO
SEVENTH, EIGHTH AND NINTH SUPPLEMENTAL INDENTURES

This FIRST AMENDMENT TO SEVENTH, EIGHTH AND NINTH SUPPLEMENTAL INDENTURES dated as of January 1, 2016 (the “First Amendment”), is entered into by and between CITIZENS PROPERTY INSURANCE CORPORATION (successor to Florida Windstorm Underwriting Association), a statutorily created corporation organized under the laws of the State of Florida (the “Issuer” or “Citizens”) and REGIONS BANK (successor to U.S. Bank National Association, Wachovia Bank, National Association and The Bank of New York), a banking corporation organized under the laws of the State of Alabama and qualified to exercise trust powers under the laws of the State of Florida, with its designated place of business located in Jacksonville, Florida (the “Indenture Trustee”), in order to amend the SEVENTH SUPPLEMENTAL INDENTURE dated as of May 1, 2009 (the “Seventh Supplemental Indenture”), the EIGHTH SUPPLEMENTAL INDENTURE dated as of April 1, 2010 (the “Eighth Supplemental Indenture”) and the NINTH SUPPLEMENTAL INDENTURE dated as of July 1, 2011 (the “Ninth Supplemental Indenture”), each by and between the Issuer and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, the Issuer and the Indenture Trustee are parties to that certain Trust Indenture, dated as of August 6, 1997 (the “Original Indenture”), as supplemented and amended by a Series 1999A Supplemental Indenture dated as of March 31, 1999, a Second Supplemental Indenture dated as of August 1, 2002, a Third Supplemental Indenture dated as of May 1, 2004, a Fourth Supplemental Indenture dated as of June 1, 2006, a Fifth Supplemental Indenture dated as of February 1, 2007, a Sixth Supplemental Indenture dated as of June 1, 2008, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture and a Tenth Supplemental Indenture dated as of June 1, 2015 (collectively, and as the same may be amended or supplemented from time to time, the “Indenture”), for the benefit of the Coastal Account (previously known as the High-Risk Account) of the Issuer;

WHEREAS pursuant to the Seventh Supplemental Indenture, the Issuer has issued its High-Risk Account Senior Secured Bonds, Series 2009A-1, in the aggregate principal amount of \$1,021,000,000, of which \$746,585,000 remains currently outstanding (the “Series 2009A-1 Bonds”);

WHEREAS, pursuant to the Eighth Supplemental Indenture, the Issuer has issued its High-Risk Account Senior Secured Bonds, Series 2010A-1, in the aggregate principal amount of \$1,550,000,000, of which \$830,000,000 remains currently outstanding (the “Series 2010A-1 Bonds”);

WHEREAS, pursuant to the Ninth Supplemental Indenture, the Issuer has issued its Coastal Account Senior Secured Bonds, Series 2011A-1, in the aggregate principal amount of \$645,000,000, of which \$565,000,000 remains currently outstanding (the “Series 2011A-1 Bonds”);

WHEREAS, the scheduled payment of principal of and interest on portions of the Series 2009A-1 Bonds has been guaranteed by Assured Guaranty Corp. (“AGC”);

WHEREAS, the scheduled payment of principal of and interest on portions of the Series 2010A-1 Bonds and the Series 2011A-1 Bonds has been guaranteed by Assured Guaranty Municipal Corp. (“AGM”);

WHEREAS, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture require that amounts on deposit to the credit of the sub-subaccounts created in the Debt Service Account for the Series 2009A-1 Bonds, the Series 2010A-1 Bonds and the Series 2011A-1 Bonds, respectively, be invested only in Non-AMT Tax-Exempt Bonds that constitute Permitted Investments;

WHEREAS, the Issuer desires to amend the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture to permit amounts on deposit to the credit of the sub-subaccounts created in the Debt Service Account for the Series 2009A-1 Bonds, the Series 2010A-1 Bonds and the 2011A-1 Bonds, respectively, to be invested in certain types of Permitted Investments regardless of whether such Permitted Investments constitute Non-AMT Tax-Exempt Bonds (such amendment being hereinafter referred to as the “Proposed Amendment”);

WHEREAS, Section 9.02 of the Original Indenture generally allows certain amendments to be made to the Indenture without the consent of or notice to any of the Holders if, in the opinion of the Issuer and the Indenture Trustee, such amendment is not inconsistent with the terms and provisions of the Indenture; and subsection 9.02(i) of the Original Indenture specifically allows such amendments which, in the judgment of the Indenture Trustee, are not to the prejudice of the Indenture Trustee or the Holders;

WHEREAS, notwithstanding the amendment provisions of the Indenture, (i) Section 501(c) of the Seventh Supplemental Indenture provides that with regard to amendments or supplements to the Indenture which do not require consent of the Holders, AGC must be given prior written notice of any such amendments or supplements, and (ii) Section 501(a) of the Eighth Supplemental Indenture and Section 501(a) of the Ninth Supplemental Indenture provide that no modification or amendment to the Indenture may become effective without the prior written consent of AGM;

WHEREAS, (i) pursuant to Section 501(c) of the Seventh Supplemental Indenture, AGC has been provided prior written notice of the Proposed Amendment and (ii) pursuant to Section 501(a) of the Eighth Supplemental Indenture and Section 501(a) of the Ninth Supplemental Indenture, the prior written consent of AGM to the Proposed Amendment has been obtained;

WHEREAS, Section 9.06 of the Original Indenture provides that the Indenture Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any firm of nationally recognized attorneys, selected by the Indenture Trustee, having a favorable reputation in matters relating to the issuance of obligations similar to the Indenture Obligations, as conclusive evidence that (i) any proposed Supplemental Indenture complies with the provisions of the Original Indenture, and (ii) it is proper for the Indenture Trustee to join in the execution of that

Supplemental Indenture under the provisions of the amendment provisions of the Original Indenture;

WHEREAS, at the request of the Indenture Trustee, Greenberg Traurig, P.A., Bond Counsel to the Issuer, will render an opinion to the Indenture Trustee in accordance with Section 9.06 of the Original Indenture;

WHEREAS, Raymond James & Associates, Inc., Financial Advisor to the Issuer, has provided to the Issuer, the Indenture Trustee and Greenberg Traurig, P.A., Bond Counsel to the Issuer, a favorable analysis and comparison of the credit quality of investments of the types described in clause (i) of the definition of “Permitted Investments” contained in the Indenture relative to investments consisting of Non-AMT Tax-Exempt Bonds;

WHEREAS, the required notice to and consents of AGC and AGM as described in the ninth and tenth “Whereas” clauses of this First Amendment have been given and obtained and all acts and proceedings required by law to make this First Amendment in the form hereof a valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed, have been done and performed, and the execution and delivery hereof have been in all respects duly authorized; and

WHEREAS, this First Amendment constitutes a Supplemental Indenture under the Indenture and shall, upon execution and delivery hereof, become an effective, valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Issuer represents, covenants and agrees with the Indenture Trustee and its successors-in-trust under the Indenture, for the equal and proportionate benefit of the Holders of the Series 2009A-1 Bonds, the Series 2010A-1 Bonds and the Series 2011A-1 Bonds:

SECTION 1. Defined Terms.

(a) Capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.

(b) “Effective Date” means the date of execution and delivery of the First Amendment by the Issuer and the Indenture Trustee.

SECTION 2. Amendment to the Seventh Supplemental Indenture. Section 402(c) of the Seventh Supplemental Indenture is hereby amended by adding a new sentence at the end thereof, as follows:

“The immediately preceding sentence notwithstanding, for so long as and while the Debt Service Account and the sub-subaccounts therein created for the Series 2009A-1 Bonds constitute a ‘bona fide debt service fund’ under the Code, amounts on deposit to the credit of the sub-subaccounts in the Debt Service Account created for the Series 2009A-1 Bonds

may be invested in Permitted Investments described in clause (i) of the definition of Permitted Investments. The Indenture Trustee may conclusively conclude that the Debt Service Account and the sub-subaccounts therein created for the Series 2009A-1 Bonds constitute such a ‘bona fide debt service fund’ unless advised in writing by the Issuer that such is not the case.”

SECTION 3. Amendments to the Eighth Supplemental Indenture. Section 402(d) of the Eighth Supplemental Indenture is hereby amended by adding a new sentence at the end thereof, as follows:

“The immediately preceding sentence notwithstanding, for so long as and while the Debt Service Account and the sub-subaccounts therein created for the Series 2010A-1 Bonds constitute a ‘bona fide debt service fund’ under the Code, amounts on deposit to the credit of the sub-subaccounts in the Debt Service Account created for the Series 2010A-1 Bonds may be invested in Permitted Investments described in clause (i) of the definition of Permitted Investments. The Indenture Trustee may conclusively conclude that the Debt Service Account and the sub-subaccounts therein created for the Series 2010A-1 Bonds constitute such a ‘bona fide debt service fund’ unless advised in writing by the Issuer that such is not the case.”

SECTION 4. Amendments to the Ninth Supplemental Indenture. Section 402(d) of the Ninth Supplemental Indenture is hereby amended by adding a new sentence at the end thereof, as follows:

“The immediately preceding sentence notwithstanding, for so long as and while the Debt Service Account and the sub-subaccounts therein created for the Series 2011A-1 Bonds constitute a ‘bona fide debt service fund’ under the Code, amounts on deposit to the credit of the sub-subaccounts in the Debt Service Account created for the Series 2011A-1 Bonds may be invested in Permitted Investments described in clause (i) of the definition of Permitted Investments. The Indenture Trustee may conclusively conclude that the Debt Service Account and the sub-subaccounts therein created for the Series 2011A-1 Bonds constitute such a ‘bona fide debt service fund’ unless advised in writing by the Issuer that such is not the case.”

SECTION 5. Interpretation of First Amendment. The Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture shall be amended in accordance herewith and the respective rights, limitations of rights, obligations, duties and

immunities under the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture of the Indenture Trustee, the Issuer and the Holders of the Series 2009A-1 Bonds, the Series 2010A-1 Bonds and the Series 2011A-1 Bonds, respectively, shall, as of the Effective Date, be determined, exercised and enforced under the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture applied in all respects consistent with this First Amendment, and all the relevant terms and conditions of this First Amendment shall be deemed to be part of the terms and conditions of the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture, respectively, for any and all purposes.

SECTION 6. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of such counterparts shall together constitute one and the same instrument.

SECTION 7. Ratification and Confirmation of Seventh, Eighth and Ninth Supplemental Indentures. Except as hereby expressly supplemented and amended, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture are in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

SECTION 8. Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed, as of the date and year first above written.

(SEAL)

CITIZENS PROPERTY INSURANCE CORPORATION

ATTEST

By:

By:

Name:
Title:

Name:
Title:

REGIONS BANK, as Indenture Trustee

By:

Name: Vladimir Muñoz
Title: Vice President and Trust Officer

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

On this ____ day of January, 2016, before me, a notary public in and for the State and County aforesaid, personally appeared _____ and _____, being _____ and _____, respectively, of Citizens Property Insurance Corporation (the “Issuer”), who acknowledged that they did sign the foregoing instrument as such officers, respectively, for and on behalf of the Issuer; and that the same is their free act and deed as such officers, respectively, and the free act and deed of the Issuer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public, State of Florida

My Commission expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

On this ____ day of January, 2016, before me, a notary public in and for the State and County aforesaid, personally appeared Vladimir Muñoz, a Vice President and Trust Officer of Regions Bank, as Indenture Trustee, who acknowledged that he did sign said instrument as such officer for and on behalf of said corporation; and that the same is his free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public, State of Florida

My Commission expires:
