
FIRST AMENDMENT
TO
FIRST SUPPLEMENTAL INDENTURE

dated as of January 1, 2016

amending the

FIRST SUPPLEMENTAL INDENTURE

between

CITIZENS PROPERTY INSURANCE CORPORATION

and

REGIONS BANK,
as Trustee

dated as of June 1, 2012

supplementing that certain
MASTER TRUST INDENTURE

dated as of June 1, 2012

FIRST AMENDMENT
TO
FIRST SUPPLEMENTAL INDENTURE

This FIRST AMENDMENT TO FIRST SUPPLEMENTAL INDENTURE dated as of January 1, 2016 (the “First Amendment”), is entered into by and between CITIZENS PROPERTY INSURANCE CORPORATION, a statutorily created corporation organized under the laws of the State of Florida (the “Issuer” or “Citizens”) and REGIONS BANK, 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 “Trustee”), in order to amend the FIRST SUPPLEMENTAL INDENTURE dated as of June 1, 2012 (the “First Supplemental Indenture”), by and between the Issuer and the Trustee.

W I T N E S S E T H:

WHEREAS, the Issuer and the Trustee are parties to that certain Master Trust Indenture, dated as of June 1, 2012 (the “Master Indenture”), as supplemented and amended by the First Supplemental Indenture (as the same may be amended or supplemented from time to time, the “Indenture”), for the benefit of the Personal Lines Account and the Commercial Lines Account of the Issuer;

WHEREAS pursuant to the First Supplemental Indenture, the Issuer has issued its Personal Lines Account/Commercial Lines Account Senior Secured Bonds, Series 2012A-1, in the aggregate principal amount of \$1,100,000,000, of which \$1,025,000,000 remains currently outstanding (the “Series 2012A-1 Bonds”);

WHEREAS, the First Supplemental Indenture requires that amounts on deposit to the credit of the sub-subaccounts created in the Debt Service Account for the Series 2012A-1 Bonds be invested only in Non-AMT Tax-Exempt Bonds that constitute Permitted Investments;

WHEREAS, the Issuer desires to amend the First Supplemental Indenture to permit amounts on deposit to the credit of the sub-subaccounts created in the Debt Service Account for the Series 2012A-1 Bonds 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 8.02 of the Master 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 Trustee, such amendment is not inconsistent with the terms and provisions of the Indenture; and subsection 8.02(j) of the Master Indenture specifically allows such amendments which, in the judgment of the Trustee, are not to the prejudice of the Trustee or the Holders;

WHEREAS, Section 8.06 of the Master Indenture provides that the 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 Trustee, having a favorable reputation in matters relating to the issuance of obligations similar to the Senior Secured Obligations, as conclusive evidence that (i) any proposed Supplemental Indenture complies with the provisions of the Master Indenture,

and (ii) it is proper for the Trustee to join in the execution of that Supplemental Indenture under the provisions of the amendment provisions of the Master Indenture;

WHEREAS, at the request of the Trustee, Greenberg Traurig, P.A., Bond Counsel to the Issuer, will render an opinion to the Trustee in accordance with Section 8.06 of the Master Indenture;

WHEREAS, Raymond James & Associates, Inc., Financial Advisor to the Issuer, has provided to the Issuer, the 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 Master Indenture relative to investments consisting of Non-AMT Tax-Exempt Bonds;

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 Trustee and its successors-in-trust under the Indenture, for the equal and proportionate benefit of the Holders of the Series 2012A-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 Trustee.

SECTION 2. Amendment to the First Supplemental Indenture. Section 402(b) of the First 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 2012A-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 2012A-1 Bonds may be invested in Permitted Investments described in clause (i) of the definition of Permitted Investments. The Trustee may conclusively conclude that the Debt Service Account and the sub-subaccounts therein created for the Series 2012A-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. Interpretation of First Amendment. The First Supplemental Indenture shall be amended in accordance herewith and the respective rights, limitations of rights, obligations,

duties and immunities under the First Supplemental Indenture of the Trustee, the Issuer and the Holders of the Series 2012A-1 Bonds shall, as of the Effective Date, be determined, exercised and enforced under the First 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 First Supplemental Indenture, for any and all purposes.

SECTION 4. 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 5. Ratification and Confirmation of First Supplemental Indenture. Except as hereby expressly supplemented and amended, the First Supplemental Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

SECTION 6. 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 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 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:
