



FILED

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INSURANCE REGULATION
Docketed by: AB

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 308776-23

FLORIDA INSURANCE GUARANTY
ASSOCIATION, INC.
2023A ASSESSMENT

2023A FIGA ASSESSMENT ORDER
(ALL OTHER ACCOUNT)

THIS MATTER came on for consideration upon the submission by the Executive Director of the Florida Insurance Guaranty Association, Inc. (“FIGA”) on behalf of the Board of Directors, to the Office of Insurance Regulation (the “OFFICE”) of FIGA’s certification of the need for an assessment. A copy of the certification is marked “Exhibit A” and attached hereto. The OFFICE, having considered FIGA’s certification and being otherwise duly advised in the premises, hereby finds that:

1. The OFFICE has jurisdiction over the subject matter of, and the parties to this proceeding pursuant to Section 631.57(3)(e), Florida Statutes, and other applicable provisions of the Florida Insurance Code.
2. FIGA is a nonprofit corporation, created by the Legislature, and codified in the Florida Insurance Guaranty Association Act in Sections 631.50 through 631.70, Florida Statutes.
3. Section 631.695, Florida Statutes, authorizes two or more municipalities or counties to create a legal entity pursuant to s. 163.01(7)(g) to issue tax-exempt debt obligations

through an entity created by interlocal agreement. The Florida Insurance Assistance Interlocal Agency (“FIAIA”) was created to issue such debt obligations to fund an assistance program in conjunction with, and with the consent of FIGA, for the purpose of paying Covered Claims.

4. FIGA is requesting that FIAIA issue tax-exempt revenue bonds to fund the Hurricane Covered Claims Assistance Program to provide for the payment of Covered Claims resulting from insurance companies that have become insolvent or may become insolvent as a result of losses incurred due to hurricane claims including but not limited to those incurred due to Hurricanes Irma, Michael and Ian.

5. FIGA is requesting that FIAIA issue a short term debt obligation in the form of a bond anticipation note (the "Series 2023A Bond Anticipation Note") in an amount of \$150,000,000 to provide interim funding with which to begin processing the payment of Hurricane Claims on an expedited basis, and thereafter to use its best efforts to issue its Insurance Assessment Revenue Bonds, Series 2023A (Hurricane Covered Claims Assistance Program) (the "Series 2023A Bonds") in an amount not to exceed \$750,000,000 to pay or repay the Series 2023A Bond Anticipation Note and to provide additional funding for the payment of Covered Claims.

6. Section 631.57(3)(e) 1 and 2 Florida Statutes, states:

1. In addition to assessments authorized in paragraph (a), and to the extent necessary to secure the funds for the account specified in s. 631.55(2)(b) for the direct payment of covered claims of insurers rendered insolvent by the effects of a hurricane and to pay the reasonable costs to administer such claims, or to retire indebtedness, including, without limitation, the principal, redemption premium, if any, and interest on, and related costs of issuance of, bonds issued under s. 631.695 and the funding of any reserves and other payments required under the bond resolution or trust indenture pursuant to which such bonds have been issued, the office, upon certification of the board of directors, shall levy emergency assessments upon insurers holding a certificate of authority. The emergency assessments levied against any insurer may not exceed in any one calendar

year more than 4 percent of that insurer's written premiums in this state for the kinds of insurance within the account specified in s. 631.55(2)(b).

2. Emergency assessments authorized under this paragraph shall be levied by the office upon insurers in accordance with paragraph (f), upon certification as to the need for such assessments by the board of directors. If the board participates in the issuance of bonds in accordance with s. 631.695, emergency assessments shall be levied in each year that bonds issued under s. 631.695 and secured by such emergency assessments are outstanding in amounts up to such 4 percent limit as required in order to provide for the full and timely payment of the principal of, redemption premium, if any, and interest on, and related costs of issuance of, such bonds. The emergency assessments are assigned and pledged to the municipality, county, or legal entity issuing bonds under s. 631.695 for the benefit of the holders of such bonds in order to provide for the payment of the principal of, redemption premium, if any, and interest on such bonds, the cost of issuance of such bonds, and the funding of any reserves and other payments required under the bond resolution or trust indenture pursuant to which such bonds have been issued, without further action by the association, the office, or any other party. If bonds are issued under s. 631.695 and the association determines to secure such bonds by a pledge of revenues received from the emergency assessments, such bonds, upon such pledge of revenues, shall be secured by and payable from the proceeds of such emergency assessments, and the proceeds of emergency assessments levied under this paragraph shall be remitted directly to and administered by the trustee or custodian appointed for such bonds (Emphasis Added).

7. Insurance written in the account designated by Section 631.55(2)(b), Florida Statutes, is hereinafter referred to as the "All Other Account."

8. On March 31, 2023, FIGA's Board of Directors met and adopted a certain resolution or resolutions, to create the Hurricane Covered Claims Assistance Program and to authorize and request FIAIA to issue the Series 2023A Bonds and the Series 2023A Bond Anticipation Note (collectively, the "Bonds"). That resolution or resolutions also certify the need for an emergency assessment of 1% in accordance with Section 631.57(3)(e), Florida Statutes, and provide that the assessment be authorized in advance for each assessment year beginning

October 1, 2023, and continuing until the end of the assessment year in which all of the Bonds have been paid in full and are no longer outstanding.

9. The OFFICE, FIGA, FIAIA, and The Bank of New York Mellon Trust Company, N.A, expect to enter into a Covered Claims Payment Assistance Program Agreement, in substantially the form attached as “Exhibit B” which will delineate the duties of the parties and, among other requirements place a duty on the OFFICE to levy a 1% assessment on Member Insurers covered by the All Other Account, for multiple years until the Bonds have been paid in full and are no longer outstanding.

10. Member Insurers shall either:

A. collect and then remit to the FIGA, the assessments levied in this Order on a quarterly basis. For each assessment year, assessments collected for the quarter beginning October 1 and ending December 31, shall be remitted on or before January 31; assessments for the quarter beginning January 1 and ending March 31, shall be remitted on or before April 30; assessments for the quarter beginning April 1 and ending June 30, shall be remitted on or before July 31; and assessments for the quarter beginning July 1, and ending September 30, shall be remitted on or before October 30; or

B. if the Member Insurer elects not to recoup the assessment from policyholders, then the Member Insurer can make quarterly payments to the FIGA at the times referenced above in 10.A. in amounts equal to the amount of premium written by the Member Insurer in the previous quarter for the All Other Account multiplied by 1%.

11. Member Insurers shall file reconciliation reports with FIGA with respect to each assessment year. FIGA shall send a final reconciliation report on all Member Insurer's payments to the OFFICE on or before January 30 for each assessment year until the Bonds are no longer outstanding.

IT IS THEREFORE ORDERED THAT:

1. FIGA's certification for an emergency assessment is hereby **APPROVED.**

2. FIGA MEMBER INSURERS SHALL:

A. Apply a 1% emergency assessment on premium written on all new and renewal All Other Account policies issued between October 1 and September 30 (an "Assessment Year") for each Assessment Year beginning October 1, 2023, and continuing until all of the Bonds have been paid in full and are no longer outstanding;


B. Pay to the FIGA a quarterly assessment in accordance with the provisions of paragraph 10 of this Order and further instructions, forms and procedures provided by FIGA; and

C. Submit an annual reconciliation to FIGA on or before 3 months following the end of each assessment year.

3. FIGA shall send a notice to all Member Insurers and to the OFFICE on or before June 30 of the final Assessment Year in which the Bonds will have been repaid in full and are no longer outstanding, informing Member Insurers that they may end collection of the 1% emergency assessment on September 30 of that final Assessment Year.

DONE and **ORDERED** this 10th day of April, 2023.





Mike Yaworsky, Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Insurers should notify the Office of Insurance Regulation (the "Office") if the assessment would result in the insurer's financial statement reflecting an amount of capital or surplus less than the sum of the minimum amount required by any jurisdiction in which the insurer is authorized to transact insurance.

Pursuant to Section 631.58(3)(g), the Plan of Operation for the Florida Insurance Guaranty Association shall provide that any member insurer aggrieved by any final action or decision of the association may appeal to the Department of Financial Services (the "Department") within thirty (30) days after the action or decision.

The Plan of Operation, Article VII (B) states that any member insurer aggrieved by an action or decision of the association shall appeal to the Board before appealing to the Department. If such member insurer is aggrieved by the final action or decision of the Board, or if the Board does not act on such complaint within thirty (30) days, the member insurer may appeal to the Department within thirty (30) days after the action or decision of the Board or the expiration of the thirty (30) days.

Pursuant to Section 631.59(4), Florida Statutes, the Office may suspend or revoke the certificate of authority to transact insurance in this state of any member insurer which fails to pay an assessment when due or fails to comply with the Plan of Operation. As an alternative, the Office may levy a fine on any member insurer which fails to pay an assessment when due. Such fine may not exceed five (5) percent of the unpaid assessment per month, except that no fine shall be less than one hundred U.S. dollars (\$100) per month.



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April 4, 2023

Commissioner Michael Yaworsky
Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399-0305

RE: FIGA BOARD EMERGENCYASSESSMENT CERTIFICATION

Dear Commissioner Yaworsky:

The Florida Insurance Guaranty Association (FIGA) Board of Directors, pursuant to a resolution adopted on March 31, 2023, at a duly noticed Board Meeting, hereby certifies to the Office of Insurance Regulation (Office) the need for an emergency assessment upon its member insurers. The emergency assessment is necessary to secure funds for the payment of covered claims, to pay the reasonable costs to administer such claims, including claims resulting from insurance companies that have become insolvent or may become insolvent as a result of losses incurred due to hurricanes including but not limited to Hurricanes Irma, Michael and Ian, and to secure bonds issued to generate revenues to pay claims, in accordance with Section 631.57(3)(e) Florida Statutes. The emergency assessment is needed for the "All Other Account" designated in Section 631.55(2)(b), Florida Statutes.

The Board moved and adopted a motion to certify the need for an emergency assessment on member insurers for 1.0% of the Florida All Other Account direct written premium. The Board requests that member insurers collect the 1.0% assessment from their policyholders over the Assessment Year starting October 1, 2023 through September 30, 2024 and automatically continue annually until any bonds secured by the pledged emergency assessment are paid in full and no longer outstanding.

Following the instructions provided by FIGA, members will remit quarterly payments to the association for each year the assessment is automatically in place. Emergency assessments collected for the quarter beginning October 1, and ending December 31, shall be remitted on or before January 31, assessments collected for the quarter beginning January 1, and ending March 31, shall be remitted on or before April 30, assessments collected for the quarter beginning April 1, and ending June 30, shall be remitted on or before July 31, assessments collected for the quarter beginning July 1, and ending September 30, shall be remitted on or before October 31. Member insurers will also file a reconciliation report with FIGA to remit the actual surcharge amount collected during the assessment period. Such quarterly payments shall be made on the quarterly dates set forth herein for each year that bonds issued and secured by the emergency assessments are outstanding.

Pursuant to Section 631.57(3)(e), Florida Statutes, and FIGA Plan of Operation, the Board requests the Office issue an order:

- 1) Applying a 1.0% emergency assessment on premium written by All Other Account members during the 12-month period beginning October 1, 2023 through September 30, 2024;
- 2) The 1.0% emergency assessment shall be automatically extended annually thereafter until any bonds secured by the emergency assessment are no longer outstanding;
- 3) Pay to FIGA quarterly all amounts collected under this assessment on further instructions, forms and procedures provided by FIGA;

The above request meets the 30-day notice requirement for insurers to remit assessments as well as the 90-day notice requirement to implement policy surcharges as set forth in Section 631.57, Florida Statutes. Upon the issuance of the emergency assessment levy, FIGA will notify all member insurers and provide a copy of the Notice of Rights along with instructions for payment remittances and reconciliations.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me at (850) 386-9200 or direct dial at (850) 523-1803.

Sincerely,



Corey Neal
Executive Director

cc: FIGA Board of Directors

COVERED CLAIMS PAYMENT
ASSISTANCE PROGRAM AGREEMENT

among

FLORIDA INSURANCE GUARANTY ASSOCIATION, INCORPORATED,
FLORIDA OFFICE OF INSURANCE REGULATION,
FLORIDA INSURANCE ASSISTANCE INTERLOCAL AGENCY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

in connection with

FLORIDA INSURANCE ASSISTANCE INTERLOCAL AGENCY
Bond Anticipation Note, Series 2023A
(Hurricane Covered Claims Assistance Program)

Dated April 1, 2023

Exhibit B

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THIS COVERED CLAIMS PAYMENT ASSISTANCE PROGRAM AGREEMENT (the "Agreement") dated as of April 1, 2023, among FLORIDA INSURANCE GUARANTY ASSOCIATION, INCORPORATED ("FIGA"), in its role hereunder as program administrator (the "Program Administrator"), STATE OF FLORIDA OFFICE OF INSURANCE REGULATION (the "Office"), FLORIDA INSURANCE ASSISTANCE INTERLOCAL AGENCY (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as Trustee under the Indenture referred to herein (the "Trustee").

WHEREAS, thousands of homes in Florida have been damaged or destroyed which were insured by insurance companies that have become insolvent or may become insolvent as a result of losses incurred due to hurricanes, including but not limited to Hurricanes Irma, Michael and Ian; and

WHEREAS, FIGA, a nonprofit corporation organized under the laws of the State of Florida (the "State"), was created pursuant to the Florida Insurance Guaranty Association Act, being Chapter 631, Part II, Section 631.50 et seq., Florida Statutes, as amended (the "Florida Insurance Guaranty Association Act"), and was granted the authority to pay Covered Claims (as hereinafter defined), to policyholders of or claimants against insolvent insurers, all pursuant to and subject to the limitations specified in the Florida Insurance Guaranty Association Act; and

WHEREAS, the Florida Insurance Guaranty Association Act creates two separate accounts to be administered by FIGA identified as (a) the auto liability and auto physical damage account, and (b) the account for all other insurance to which the Act applies (the "All Other Account"); and

WHEREAS, all insurers defined as member insurers in the Florida Insurance Guaranty Association Act are members of FIGA as a condition of their authority to transact insurance in the State, and in the event an insurer becomes insolvent, the Florida Insurance Guaranty Association Act provides a mechanism for the payment of Covered Claims under certain insurance policies of such insolvent insurers to avoid excessive delay in payment to claimants or policyholders and to avoid financial loss due to such insolvency; and

WHEREAS, the Legislature of the State (the "Legislature") has provided for alternative programs to allow FIGA to more expeditiously and effectively provide for the payment of Hurricane Claims (as hereinafter defined) resulting from the destruction caused by hurricanes and the number of insurers rendered insolvent thereby; and

WHEREAS, in order to expedite the handling and payment of Hurricane Claims, the Legislature has authorized pursuant to the Florida Insurance Guaranty Association Act, municipalities, counties and interlocal agencies comprised of municipalities and counties such as the Issuer ("Interlocal Agencies"), to take such actions in conjunction with FIGA as

will provide relief to claimants and policyholders having such claims against insolvent insurers; and

WHEREAS, the Legislature has specifically authorized municipalities, counties and Interlocal Agencies of this State to issue bonds (which term encompasses the hereinafter described Note) to fund an assistance program, in conjunction with FIGA, for the purpose of paying Hurricane Claims, regardless of whether the claimants or policyholders are residents of such municipality or county, or whether the property to which the claim relates is located within or outside of the territorial jurisdiction of such municipality or county; and

WHEREAS, in order to provide for the payment of and security for bonds issued by the Issuer to assist with the payment of Hurricane Claims, Section 631.57(3)(e) of the Florida Insurance Guaranty Association Act authorizes the Office of Insurance Regulation (the "Office"), upon certification by FIGA, to levy an emergency assessment on Insurance Companies (as hereinafter defined) based upon certain premiums received by such Insurance Companies, which assessments may be assigned and pledged pursuant to the Florida Insurance Guaranty Association Act for the payment of and as security for revenue bonds issued by the Issuer to fund any reserves and other payments required under the indenture pursuant to which such bonds have been issued, to assist with the payment of Covered Claims, including Hurricane Claims (said assessments, as more specifically described herein, are hereinafter referred to as the "Emergency Assessments"); and

WHEREAS, in accordance therewith, FIGA certified to the Office the need for a 1% Emergency Assessment levied on premiums written by All Other Account members on all new and renewal All Other Account policies issued between October 1 and September 30 (an "Assessment Year") for each Assessment Year beginning October 1, 2023 until all of the Note (hereinafter defined) and the Series 2023A Bonds (hereinafter defined) have been paid in full and are no longer Outstanding (the "1% Emergency Assessments"); and

WHEREAS, the 1% Emergency Assessments may be used to facilitate the payment of Covered Claims in the All Other Account, to pay the reasonable costs to administer such claims, and to retire indebtedness, including, without limitation, the principal, and interest on, and related costs of issuance of, bonds issued under the Florida Insurance Guaranty Association Act and the funding of any reserves and other payments required under the bond resolution or trust indenture pursuant to which such bonds have been issued; and

WHEREAS, FIGA has requested the Issuer to establish a Program (as hereinafter defined) for which FIGA will act as program administrator (in such capacity, the "Program Administrator") to facilitate the payment of Hurricane Claims in accordance with and subject to the limitations of the Florida Insurance Guaranty Association Act; and

WHEREAS, pursuant to such request from FIGA, the Issuer intends to issue a short term debt obligation in the form of a Bond Anticipation Note, Series 2023A (Hurricane

Covered Claims Assistance Program) (the "Note") in an amount of \$150,000,000 pursuant to a Trust Indenture, dated of even date herewith, between the Issuer and the Trustee (as amended from time to time, the "Indenture"), to provide interim funding with which to begin processing the payment of Hurricane Claims on an expedited basis; and

WHEREAS, Bank of America, N.A., has offered to purchase the Note; and

WHEREAS, following issuance of the Note, the Issuer shall use its best efforts to issue its Insurance Assessment Revenue Bonds, Series 2023A (Hurricane Covered Claims Assistance Program) (the "Series 2023A Bonds") to pay or repay the Note and provide additional funding for the payment of Hurricane Claims; and

WHEREAS, the Series 2023A Bonds are expected to be issued pursuant to a permanent trust indenture to be entered into, simultaneously with the issuance of the Series 2023A Bonds, between the Issuer and the Trustee, as trustee for the Series 2023A Bonds, as may be supplemented from time to time; and

WHEREAS, the Note shall be payable from and secured solely by (i) the 1% Emergency Assessments pledged hereunder for the repayment thereof (as more specifically described herein, the "Pledged Assessments"), (ii) the proceeds of the Series 2023A Bonds, and (iii) all other moneys held from time to time in the Funds and Accounts established under this Indenture as provided herein (except for amounts held to the credit of the Rebate Fund), including, without limitation, the proceeds of the Note held in the Claims Fund (as hereinafter defined) pending the application thereof to the payment of Hurricane Claims or Costs of Issuance (as hereinafter defined); and

WHEREAS, Pledged Assessments are levied only upon insurance written for the All Other Account specified in Section 631.55(2)(b), Florida Statutes (the "Pledged Account") and holder of the Note shall never have a claim upon any assessments levied upon the auto account specified in Section 631.55(2)(a), Florida Statutes; and

WHEREAS, in consideration for the Issuer undertaking the Program and issuing the Note to provide interim funds for the Program, FIGA and the Office are willing to make certain covenants for the benefit of the owner of the Note and to secure certain obligations of the Program to the Beneficiaries (as hereinafter defined).

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of the premises and other good and valuable consideration, the parties hereto hereby covenant and agree each with the other as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Defined Terms. As used herein the following terms shall have the following meanings unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined. In addition, any capitalized terms used herein without definition shall have the meanings ascribed thereto in the Indenture if therein defined.

"Act" shall mean the Constitution and laws of the State, particularly Part I of Chapter 159, Florida Statutes, as amended, Part II of Chapter 166, Florida Statutes, as amended, Part I of Chapter 125, Florida Statutes, as amended, Chapter 163, Part I, as amended, the Florida Insurance Guaranty Association Act, and other applicable provisions of law, collectively.

"Agreement" shall mean this Covered Claims Payment Assistance Program Agreement, among the Issuer, FIGA, the Office and the Trustee, dated as of April 1, 2023, as amended or supplemented from time to time, providing for the assignment and pledge of the Pledged Assessments as security for the Note and the establishment and administration of the Program.

"Bank" means Bank of America, N.A., and its successors and assigns as the owner(s) of the Note.

"Beneficiaries" shall mean the Issuer and the Trustee.

"Business Day" shall mean any day other than (a) a Saturday or Sunday, (b) a day on which the designated corporate trust office of the Trustee is lawfully closed.

"Collateral" means (i) the Pledged Revenues, (ii) all accounts consisting of the right to payment of the Pledged Assessments, and all instruments and general intangibles related thereto; (iii) all cash or non-cash proceeds of the Collateral, and all income, benefits and property receivable on account of the Collateral, and all supporting obligations covering any Collateral; and (d) all books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer software necessary to process such memory.

"Costs of Issuance" shall mean the various fees, costs and expenses associated with the issuance of the Note, including, without limitation, the fees, costs and expenses of the Issuer and its counsel, FIGA and its counsel, the Office and its counsel, Bond Counsel, the financial advisor to FIGA, the Trustee and its counsel, and any other reasonable fees, costs or

expenses associated with the issuance of the Note incurred in connection with the transactions contemplated under the Financing Documents. The actual amount of Costs of Issuance shall be submitted to the Program Administrator for review and submitted to the Trustee for payment from the Costs of Issuance Account in the Claims Fund, as provided in Article IV of the Indenture.

"Covered Claims" shall have the meaning given such term in the Indenture.

"Emergency Assessments" shall mean the emergency assessments levied by the Office, upon certification by the Board of Directors of FIGA, pursuant to Section 631.57(3)(e), Florida Statutes, on insurance written for the account specified in Section 631.55(2)(b), Florida Statutes.

"Event of Default" shall mean any event specified in Article V of this Agreement, provided that any requirement for notice, lapse of time or both has been satisfied.

"FIGA" shall mean the Florida Insurance Guaranty Association, Incorporated, a nonprofit corporation established under Section 631.55, Florida Statutes.

"FIGA Obligations" shall mean the obligations of FIGA hereunder with respect to the assessment, levy, collection and paying over of the Pledged Assessments and the administration of the Program.

"Financing Documents" shall mean, collectively, the Indenture, this Agreement and the Tax Agreement and all other documents, certificates and other instruments required to be delivered pursuant thereto.

"Hurricane Claim" shall mean (a) a Covered Claim arising through the insolvency of an insurer, which insolvency is determined by FIGA to have been a result of hurricanes for which Pledged Assessments have been levied, regardless of whether the claimants or policyholders are residents of the City of Callaway, Florida, the City of Panama City Beach, Florida, or any other member of the Issuer, or the property to which such claim relates is located within or outside of the territorial jurisdiction of the City of Callaway, Florida, the City of Panama City Beach, Florida, or any other member of the Issuer, and (b) all costs incurred by or on behalf of FIGA in connection with the processing and settlement of any such claims in conformity with the Act.

"Insurance Company" shall mean a "member insurer" as such term is defined in Section 631.54(9), Florida Statutes.

"Issuer" shall mean the Florida Insurance Assistance Interlocal Agency, an interlocal agency created pursuant to Section 163.01(7)(g), Florida Statutes, as contemplated under Section 631.695(6), Florida Statutes.

"Issuer Obligations" shall mean all of the obligations of the Issuer under the Financing Documents.

"Lien" shall mean, with respect to any asset (including the Pledged Revenues), any claim, mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

Note" shall mean the Florida Insurance Assistance Interlocal Agency Bond Anticipation Note, Series 2023A (Hurricane Covered Claims Assistance Program), issued by the Issuer under the provisions of Article II of the Indenture.

"Office" shall mean the Florida Office of Insurance Regulation.

"Person" means an individual, a corporation, a partnership, a joint venture, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Plan of Operation" shall mean FIGA's Plan of Operation approved by Department of Financial Services as required by Section 631.58, Florida Statutes, as the same may be amended from time to time.

"Pledged Account" shall mean the account specified in Section 631.55(2)(b), Florida Statutes.

"Pledged Assessments" shall mean the Emergency Assessments levied by the Office pursuant to Case No. 308776-23, order dated April 10, 2023.

"Pledged Revenues" shall mean, collectively, (i) the proceeds of the Pledged Assessments, and (ii) the proceeds of the Series 2023A Bonds, and (iii) all other moneys held from time to time in the Funds and Accounts established under this Indenture as provided herein (except for amounts held to the credit of the Rebate Fund) including, without limitation, the proceeds of the Note held in the Claims Fund pending the application thereof to the payment of Hurricane Claims or Costs of Issuance, in the manner and to the extent provided herein. Pledged Revenues shall not include any Regular Assessments.

"Program" shall mean the assistance program established by the Issuer and FIGA under this Agreement, for the payment of Hurricane Claims in conformity with the Act.

"Program Administrator" shall mean, initially, FIGA, and any other person subsequently approved by each of the parties hereto to replace or succeed FIGA as the administrator of the Program.

"Program Expenses" shall mean the various fees, costs and expenses associated with the establishment or operation of the Program, including, without limitation, Costs of Issuance, any amounts owed to the United States Government as arbitrage rebate, the fees, costs and expenses in connection with arbitrage rebate calculations, any amounts payable to the Issuer or Trustee under the provisions of this Agreement, including amounts payable under Section 3.3 hereof, and any other reasonable fees, costs or expenses associated with the establishment or operation of the Program, administration of the Funds and Accounts established under the Indenture, and administration of Hurricane Claims.

"Regular Assessments" shall mean the assessments levied by the Office, upon certification by the board of directors of FIGA, pursuant to Section 631.57(3)(a), Florida Statutes, on insurance written for the account specified in Section 631.55(2)(b), Florida Statutes.

"State" shall mean the State of Florida.

"Tax Agreement" shall mean the Tax Certificate of the Issuer (including any joinder thereof involving FIGA) delivered on the date of issuance of the Note relating to the exclusion from gross income for federal income tax purposes of interest on the Note.

"Trustee" shall mean The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as Trustee under the Indenture and any successor thereto pursuant to the Indenture.

SECTION 1.2 Use of Defined Terms. Terms defined in this Agreement or the Indenture shall have their defined meanings when used in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires; provided, however, that in the event terms are defined in this Agreement and the Indenture, the definitions expressed in this Agreement shall control. References herein to statutory provisions of the State shall mean the current statutory provisions as the same may be amended by the Legislature from time to time and shall also include any successor statutory provisions.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations and Warranties of FIGA. In order to induce the Beneficiaries and the Office to enter into this Agreement and the Financing Documents to which they each are a party, and to induce the Bank to purchase and hold the Note, FIGA represents and warrants as follows:

(a) FIGA is a nonprofit corporation validly existing and in good standing under the laws of the State, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and has all powers and all governmental licenses, authorizations, qualifications, consents and approvals required to carry on its business as now conducted and necessary to the ownership, use, operation or maintenance of its properties. The Florida Guaranty Insurance Association Act has not been amended or altered since July 1, 2022.

(b) FIGA has all requisite power and authority to enter into this Agreement and the other Financing Documents to which it is a party and all other documents contemplated hereby and thereby, to pledge and assign the Pledged Assessments, as well as to carry out the terms hereof and thereof under applicable law, including, without limitation, the Act and the Plan of Operation; and FIGA has complied and will comply with all provisions of applicable law, including, without limitation, the Act and the Plan of Operation in all matters related to such actions of FIGA as are contemplated by this Agreement and the other Financing Documents to which it is a party.

(c) FIGA is in full compliance with all of the terms and conditions of this Agreement and the other Financing Documents to which it is a party and no Event of Default hereunder and no Event of Default under any of the Financing Documents has occurred and is continuing, and no event, act or omission has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute such an Event of Default.

(d) FIGA has taken or caused to be taken all necessary and proper action to authorize the execution, issuance and delivery of, and the performance of its obligations under this Agreement and the other Financing Documents to which it is a party and any and all instruments and documents required to be executed or delivered pursuant to or in connection herewith or therewith including the pledge and assignment of the Pledged Assessments as set forth herein.

(e) The execution and delivery of, and performance by FIGA of its obligations under this Agreement and the other Financing Documents to which it is a party and any and all instruments or documents required to be executed in connection herewith or therewith

were and are within the powers of FIGA and will not violate the Plan of Operation nor any provision of any law, including, without limitation, the Act, regulation, decree or governmental authorization, applicable to FIGA.

(f) All authorizations which are required to be obtained by FIGA under any applicable law in connection with the execution, delivery and performance by FIGA of its obligations under or in connection with this Agreement and the other Financing Documents to which it is a party have been received and all such authorizations are in full force and effect.

(g) This Agreement and the Financing Documents to which it is a party constitute the valid and legally binding obligations of FIGA enforceable in accordance with their respective terms.

(h) There is no action, suit, investigation or proceeding pending, or to the best knowledge of FIGA, threatened, against FIGA, before any court, arbitrator or administrative or governmental body which might adversely affect the ability of FIGA to perform the FIGA Obligations.

(i) Neither this Agreement, the other Financing Documents nor any other document, certificate or statement furnished by or on behalf of FIGA in connection with the transactions contemplated hereby, contains any untrue statement of any material fact necessary in order to make the statements contained herein or therein not misleading with respect to FIGA. There is no fact or circumstance known to FIGA which FIGA has not disclosed in writing to the Issuer and the Trustee which materially adversely affects or, so far as FIGA can now reasonably foresee, will materially adversely affect the financial condition of FIGA, the Program or the levy, collection, pledge or application of the Pledged Assessments, or the ability of FIGA to perform the FIGA Obligations hereunder or under the other Financing Documents to which it is a party.

SECTION 2.2 Representations and Warranties of the Office. In order to induce the Beneficiaries and FIGA to enter into this Agreement and the Financing Documents to which they each are a party, and to induce the Bank to purchase and hold the Note, the Office represents and warrants as follows:

(a) The Office is an administrative unit within the Executive Branch of the State government, validly existing and in good standing under the laws of the State.

(b) The Office has all requisite power and authority to enter into this Agreement and all other documents contemplated hereby, as well as to carry out the terms hereof under applicable law, including, without limitation, the Act, to levy the Pledged Assessments, to enforce collection of the Pledged Assessments as provided in Section 631.59(4)(a), Florida Statutes; and the Office has complied and will comply with all provisions of applicable law,

including, without limitation, the Act, in all matters related to such actions of the Office as are contemplated by this Agreement.

(c) The Office is in full compliance with all of the terms and conditions of this Agreement and no Event of Default has occurred hereunder and, to its knowledge, no Event of Default under any of the Financing Documents has occurred and is continuing, and no event, act or omission has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute such an Event of Default.

(d) The Office has levied the Pledged Assessments pursuant to the Order and has taken or caused to be taken all necessary and proper action to authorize the execution, issuance and delivery of, and the performance of its obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant to or in connection herewith.

(e) The execution and delivery of, and performance by the Office of its obligations under this Agreement and any and all instruments or documents required to be executed in connection herewith were and are within the powers of the Office and will not violate any provision of any law, including, without limitation, the Act, regulation, decree or governmental authorization, applicable to the Office.

(f) All authorizations which are required to be obtained by the Office under any applicable law in connection with the execution, delivery and performance by the Office of its obligations under or in connection with this Agreement have been received and all such authorizations are in full force and effect.

(g) The Order was entered by the Office in compliance with the Act. This Agreement constitutes the valid and legally binding obligation of the Office enforceable in accordance with its terms.

(h) There is no action, suit, investigation or proceeding pending, or to the best knowledge of the Office, threatened, against the Office, before any court, arbitrator or administrative or governmental body which might adversely affect the ability of the Office to perform its obligations under this Agreement.

(i) Neither this Agreement nor any other document, certificate or statement furnished by or on behalf of the Office in connection with the transactions contemplated hereby contains any untrue statement of any material fact necessary in order to make the statements contained herein or therein not misleading with respect to the Office. There is no fact or circumstance known to the Office which the Office has not disclosed in writing which materially adversely affects or, so far as the Office can now reasonably foresee, will materially adversely affect the financial condition of the Office, FIGA, the Program or the

levy, collection, pledge or application of the Pledged Assessments or the ability of the Office to perform its obligations hereunder.

SECTION 2.3 Representations and Warranties of the Issuer. In order to induce FIGA, the Office and the Trustee to enter into this Agreement and the other Financing Documents, and to induce the Bank to purchase and hold the Note, the Issuer represents and warrants as follows:

(a) The Issuer is an interlocal agency created pursuant to Section 163.01(7)(g), Florida Statutes, as contemplated by Section 631.695(6), Florida Statutes, and has full power and authority to enter into this Agreement and the other Financing Documents to which it is a party and all other documents contemplated hereby and thereby, as well as to carry out the terms hereof and thereof; and the Issuer has complied and will comply with all provisions of applicable law, including the Act, in all matters related to such actions of the Issuer as are contemplated by this Agreement and the other Financing Documents to which it is a party.

(b) The Issuer has taken or caused to be taken all necessary and proper action to authorize or approve, as appropriate, the execution, issuance and delivery of, and the performance of its obligations under this Agreement and the other Financing Documents to which it is a party and any and all instruments and documents required to be executed or delivered pursuant to or in connection herewith or therewith.

(c) This Agreement and the other Financing Documents to which it is a party, when executed and delivered, will constitute valid and legally binding obligations of the Issuer enforceable in accordance with their respective terms.

ARTICLE III

THE PROGRAM; THE NOTE; SECURITY

SECTION 3.1 Establishment of the Program; the Note; Issuance of the Note. In order to assist FIGA in the expeditious and effective payment of Hurricane Claims, and in consideration of the covenants, pledges and obligations of FIGA and the Office contained herein, (i) the Issuer hereby agrees to establish the Program and to provide interim funding therefor by issuing the Note in the manner and subject to the limitations set forth in the Act and the Indenture; and (ii) the other parties hereto hereby agree to execute, deliver and perform their respective obligations under this Agreement and the Financing Documents to which they are a party or by which they are bound.

SECTION 3.2 Payment of the Note and the Program Expenses. In order to provide a source of revenue for the payment of the Note and the Program Expenses, FIGA hereby unconditionally and irrevocably agrees (i) to take all lawful and commercially reasonable steps to timely collect the Pledged Assessments from each Insurance Company, (ii) to deliver all collected Pledged Assessments via wire transfer, at least as frequently as once in each calendar month, to the Trustee as security for and for the full and prompt payment when due of the Note and the Program Expenses howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing or due or to become due; and (iii) to administer the Program to permit the expeditious and effective payment of Hurricane Claims and to otherwise perform the obligations of the Program Administrator as set forth herein.

SECTION 3.3 Indemnity of Issuer and Trustee. Notwithstanding the fact that it is the intention of the parties that the Issuer shall not incur pecuniary liability by reason of the execution of this Agreement or the undertakings of the Issuer hereunder, by reason of the issuance of the Note, by reason of the execution of any of the Financing Documents, by reason of the performance of any act required of it by this Agreement or any of the Financing Documents, by reason of the performance of any act related to this Agreement or any of the Financing Documents, nevertheless, if the Issuer should incur any such pecuniary liability, then in such event it is the intent of the parties hereto that the Program, through the application of the Pledged Revenues solely as provided in Section 503 of the Indenture, shall to the fullest extent permitted by law indemnify and hold harmless the Issuer (including any person at any time serving as a member of the Issuer or the City Council or Board of County Commissioners of the Issuer's members, or as an officer, trustee or employee of the Issuer or its members) against all claims by or on behalf of any person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, it is the intent of the parties hereto that the Program, through the application of the Pledged Revenues as provided in Section 503 of the Indenture, shall be the source of funding for indemnifying the

Issuer (including any person at any time serving as a member of the Issuer's Board or the City Council or Board of County Commissioners of the Issuer's members or as an officer, trustee or employee of the Issuer or its members) in any such action or proceeding.

To the fullest extent permitted by law, FIGA shall indemnify the Trustee (including any of its directors, officers, employees or agents on its behalf) for, and to hold each of them individually harmless against, any loss, liability or expense incurred without negligence or willful default or willful misconduct on the Trustee's part (including actions taken by its officers, employees, directors or agents on its behalf), arising out of or in connection with the acceptance or administration of the duties as set forth in this Agreement or under the Indenture, including the costs and expenses of defending against any claim or liability in connection with the exercise or performance of any of their powers or duties set forth in the Indenture or herein, and which shall include claims or liability, expense or loss relating to or in any way arising out of the holding or application of the Pledged Revenues or the payment of the Hurricane Claims.

The Issuer or the Trustee shall promptly, after receipt of notice of the existence of a claim in respect of which indemnity hereunder may be sought or of the commencement of any action against the Issuer or the Trustee in respect of which indemnity hereunder may be sought, notify the Program Administrator in writing of the existence of such claim or commencement of such action. Upon receipt of notification of the commencement of any such action, the Program Administrator, on behalf of the Program, shall assume the defense thereof, with counsel satisfactory to the Issuer or the Trustee, as applicable; provided, however, that if the Issuer or the Trustee shall have been advised in a reasonable opinion of counsel that there may be legal defenses available to either which are adverse to or in conflict with those available to the Program or which, in the reasonable opinion of counsel, should be handled by separate counsel, the Program Administrator shall not have the obligation to assume the defense of such action on behalf of the Issuer or the Trustee, but the Program, through the application of the Pledged Revenues solely as provided in Section 503 of the Indenture, shall be responsible for the reasonable fees, costs and expenses of the Issuer or the Trustee in conducting their own defense; provided, further, that if the Program Administrator shall have failed to assume the defense of such action and employed counsel therefor satisfactory to the Issuer or the Trustee, as applicable, within a reasonable time after notice of commencement of such action, such reasonable fees, costs and expenses incurred by the Issuer or the Trustee in conducting their own defense shall be borne by the Program, through the application of the Pledged Revenues as provided in Section 503 of the Indenture.

The provisions of this Section 3.3 shall survive the payment of the Note, and the termination of the Financing Documents or the sooner resignation or removal of the Trustee.

SECTION 3.4 Security for Obligations.

(a) To secure the payment of the Note, the payment of all Program Expenses and the performance of the covenants contained in the Financing Documents, FIGA by these presents does hereby grant, bargain, sell, alien, demise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm, and in addition hereby grants a continuing security interest in, to the Trustee, all for the benefit of the holder of the Note and the Beneficiaries as their respective interests appear hereunder and under the Indenture, and their respective successors and assigns to the extent of their interests therein, the Collateral.

(b) The pledge and security interest granted to the Trustee pursuant to this Agreement includes all Pledged Assessments, whether such Pledged Assessments are in transit or in FIGA's, the Trustee's or any other Person's constructive, actual or exclusive possession.

(c) The Pledged Assessments which secure the Note are levied only upon insurance written for the Pledged Account, which is specified in Section 631.55(2)(b), Florida Statutes, and holder of the Note shall never have a claim upon any assessments levied upon the auto account specified in Section 631.55(2)(a), Florida Statutes (the "Auto Account"). In addition, no Covered Claim arising from the Auto Accounts may be paid from proceeds of the Note or from assessments levied on the Pledged Account; provided, however, that this restriction shall not preclude internal borrowing by FIGA among the Pledged Account and the Auto Account by FIGA to the extent not part of the Pledged Revenues.

(d) This Agreement secures the payment and performance of all Issuer Obligations and FIGA Obligations now or hereafter existing, including, without limitation, the obligation to pay the principal of and interest on the Note and to pay all Program Expenses. This Agreement shall constitute a security agreement pursuant to and for all purposes of the Uniform Commercial Code of the State.

SECTION 3.5 Security Interest Absolute. All rights of the Trustee and the assignment pledge and security interest in the Collateral hereunder shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of this Agreement, any Financing Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, the Note, or any other amendment or waiver of or any consent to any departure from this Agreement, or any other Financing Document;

(c) any exchange, release or non-perfection of any other Pledged Revenues, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Issuer Obligations; or

(d) any other circumstances which might otherwise constitute a defense available to, or a discharge of, FIGA as to the FIGA Obligations or a third party pledgor.

ARTICLE IV

OBLIGATIONS UNCONDITIONAL; INVALIDITY

SECTION 4.1 Obligations Unconditional. The obligations and undertakings of the parties hereto under this Agreement shall in all respects be continuing, absolute and unconditional, and shall remain in full force and effect (notwithstanding, without limitation, the dissolution of FIGA), until the entire obligations and undertakings of the parties hereto with respect to the Note and the Program Expenses shall have been paid and performed, and such obligations and undertakings shall not be affected, modified or impaired by or upon the happening from time to time of any event, including, without limitation, any of the following, whether with or without notice to, or the consent of the parties hereto:

(a) the retaining, obtaining, substitution, exchange or release of any collateral securing payment of the Note or the extension, renewal for one or more periods, release, compromise, alteration or exchange of any obligations of any nature of any obligor with respect to any such collateral;

(b) the exculpation, waiver, release, amendment or termination of any or all of the obligations, covenants or agreements of any party under the Financing Documents;

(c) the failure to give notice to any party hereto of the occurrence of an event of default under the terms and provisions of this Agreement, the other Financing Documents or any judgment, court order, agreement, note, mortgage, indenture, guarantee or other instrument related to the Financing Documents or the Note;

(d) the extension, renewal for one or more periods, modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement, the Financing Documents or any other document or agreement delivered in connection with the Note, the authorization, execution or delivery of the Indenture or any judgment, court order, agreement, note, mortgage, indenture, guarantee or other instrument related to the Financing Documents and the Note;

(e) any failure, omission or delay on the part of any party hereto to enforce, assert or exercise any right, power or remedy conferred on any party hereto in this Agreement, the Financing Documents or any other document or agreement delivered in connection with the Note, the authorization, execution or delivery of the Indenture or any judgment, court order, agreement, note, mortgage, indenture, guarantee or other instrument related to the Financing Documents and the Note or any other act or acts on the part of the Issuer;

(f) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, assignment for the

benefit of creditors, receivership, insolvency, inability or failure to pay debts as they become due, commencement of any case or proceeding under bankruptcy, insolvency or similar laws, reorganization, arrangement, composition with creditors or readjustment of debts or other similar events or proceedings affecting any party hereto or any of the assets of any of them, or, subject to applicable law, any allegation or contest of the validity of this Agreement, the Financing Documents or any other document or agreement delivered in connection with the Note, the authorization, execution or delivery of the Indenture or any judgment, court order, agreement, note, mortgage, indenture, guarantee or other instrument related to the Note, or, subject to applicable law, the disaffirmance or avoidance of this Agreement, the Financing Documents or any other document or agreement delivered in connection with the Note, or, subject to applicable law, any judgment, court order, agreement, note, mortgage, indenture, guarantee or other instrument related to the Financing Documents and the Note;

(g) the invalidity, illegality or unenforceability of the Note, the Indenture or any provision of this Agreement, the Financing Documents or any other document or agreement delivered in connection with the Note, the authorization, execution and delivery of the Indenture or any judgment, court order, agreement, note, mortgage, indenture, guarantee or other instrument related to the Financing Documents and the Note;

(h) any failure to collect the Pledged Assessments;

(i) any failure or delay on the part of any party hereto to discover the occurrence or existence of an Event of Default; and

(j) any other event or action that would, in the absence of this clause, result in the release or discharge by operation of law or otherwise of any party hereto from the performance or observance of any undertaking, obligation, covenant or agreement contained in this Agreement or the payment or performance, as the case may be, when due of the Note.

SECTION 4.2 Invalidity. If the Act or any other ordinance, statute, law, legislative action or proceeding (whether state or Federal) authorizing or related to the Note, the Indenture or any other Financing Documents is adjudged invalid or unconstitutional in a final adjudication by a court of competent jurisdiction, the parties hereto shall, to the extent permitted by law, notwithstanding such adjudication, pay and perform their respective obligations under the Financing Documents. The parties hereto further agree that, if at any time all or any part of the payment theretofore applied by any of the Beneficiaries to the payment of any obligation owing to such party, is or must be rescinded or returned by such Beneficiary for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any parties hereto), such obligation shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the

Beneficiaries, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such obligation, all as though such application had not been made.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1 Events of Default. Without limiting this Agreement or any of the obligations and duties of FIGA, the Office or the Issuer hereunder or under the other Financing Documents as the case may be, each of the following shall constitute an "Event of Default" hereunder:

(a) the occurrence of an Event of Default under the Indenture or any other Financing Document;

(b) FIGA (i) generally fails to pay, or admits in writing its inability to pay, debts as they become due; or (ii) FIGA applies for, consents to or acquiesces in the appointment of a trustee, receiver or other custodian for FIGA, or any property thereof; or (iii) fails promptly to lift any execution, garnishment or attachment that in each case impairs FIGA's ability to carry on the operation of the Program as provided in this Agreement or impairs the ability of FIGA to pay over the Pledged Assessments; or (iv) makes a general assignment for the benefit of creditors; or (v) in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for FIGA, or for a substantial part of the property thereof; or (vi) FIGA files a bankruptcy petition as a debtor, a bankruptcy petition is filed against FIGA and is not dismissed within thirty days or FIGA acquiesces therein; or (vii) any dissolution or liquidation proceeding is commenced either voluntarily or involuntarily in respect of FIGA and, if such case or proceeding is not voluntarily commenced by FIGA, it is consented to or acquiesced in by FIGA or remains for 30 days undismissed; or (viii) FIGA takes any action to authorize, or in furtherance of, any of the foregoing;

(c) Any representation or warranty made by FIGA, the Office or the Issuer herein is breached or is false or misleading in any material respect or any schedule, certificate, financial statement, report, notice or other writing furnished by FIGA, the Office or the Issuer hereunder, from time to time, or in connection with the authorization, execution, delivery and performance of the Financing Documents is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified;

(d) The Collateral wherever located (including in the Funds and Accounts established under the Indenture) shall become subject to any claim, lien, pledge, assignment, writ, judgment, warrant or attachment, execution or similar process except as permitted by this Agreement and the Indenture;

(e) FIGA, the Office or the Issuer shall default in the performance of any covenant or agreement contained in this Agreement that is not described in clauses (a)

through (d), (f), (g) or (h) of this Section 5.1 and written notice of such default shall have been given to FIGA, the Office or the Issuer, as applicable, by FIGA, the Office, the Issuer, the Bank or the Trustee; provided, however, that if such default by its nature is capable of being cured, no Event of Default shall be deemed to have occurred or exist if, and so long as, FIGA, the Office or the Issuer, as applicable, shall promptly commence action to cure such default and shall continuously pursue the same in good faith until said default is cured, and such default is cured within 90 days after notice of such default shall have been initially given;

(f) Any provision of this Agreement, the other Financing Documents or the Act shall at any time for any reason cease to be valid and binding and enforceable in accordance with its terms or shall be declared to be null and void by any court or governmental authority or agency having jurisdiction, or the validity or the enforceability thereof shall be contested by FIGA, the Office, the Issuer, the State, the Attorney General of the State or any other governmental authority or agency having jurisdiction in a judicial or administrative proceeding;

(g) If the Act is repealed, amended, supplemented or otherwise changed by the Legislature in any way that would materially adversely affect or impair (i) the timing, source, method or amount of the Pledged Assessments levied or collected, or (ii) the pledge or the application of the Pledged Assessments to the payment of the Note; or

(h) There is a breach of any of Sections 3.2, 6.1(c), 6.1(j), 6.1(l), 6.2, 6.3 or 6.4 hereof.

SECTION 5.2 Remedies. Upon the occurrence of an Event of Default hereunder, the Trustee shall have the right to (A) exercise any rights and remedies under and pursuant to this Agreement, the Financing Documents or any other document or agreement delivered in connection with the Financing Documents; and (B) proceed first and directly against FIGA under this Agreement to require and enforce the FIGA Obligations, including the right to seek specific performance of the obligations of FIGA hereunder and with respect to the pledging, assigning, the assessing, the levying, the collecting and the paying over to the Trustee, as applicable, of the Pledged Assessments, as if such amounts and obligations were then due and payable, by all available legal means, including proceeding to judgment, without proceeding against or exhausting any other remedies which it may have.

No delay or failure to exercise any right, remedy or power hereunder shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient and no single or partial exercise by the Trustee of any right, remedy or power shall preclude other or further exercise thereof or the exercise of any other right, remedy or power. In the event any provisions contained in this Agreement should be breached by

FIGA, the Office or the Issuer and thereafter duly waived by the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties to this Agreement. No right, remedy or power herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available right, remedy or power, but each and every such right, remedy and power shall be cumulative and shall be in addition to every other right, remedy and power given under this Agreement, the Financing Documents or any other document delivered in connection with the Financing Documents, and any rights granted in any judgment, agreement, note, mortgage, security agreement, indenture, guarantee or other instrument relating to the Note or now or hereafter existing at law or in equity. No action of the Trustee taken or permitted hereunder shall in any way affect or impair the rights of the Beneficiaries or the obligations of FIGA, the Office or the Issuer under this Agreement or the Financing Documents.

SECTION 5.3 Remedies: Obtaining the Pledged Revenues upon Default. Upon the occurrence of any Event of Default and continuance thereof, the Trustee shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect in any relevant jurisdiction to enforce this Agreement and the security interests contained herein, and, in addition, subject to any mandatory requirements of applicable law then in effect, the Trustee may, upon being indemnified to its satisfaction in addition to its other rights and remedies hereunder, do any of the following:

(a) personally, or by trustees or attorneys, immediately take possession of the Collateral, or any part thereof, from FIGA or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon FIGA's or such other Person's premises where any of the Pledged Revenues are located and remove the same; and

(b) instruct the obligor or obligors on any agreement, instrument or other obligation constituting the Collateral to make any payment required by the terms of such instrument or agreement directly to the Trustee.

The Trustee shall have no claim upon any assessments levied upon the Auto Account. In addition, no Covered Claim arising from the Auto Account may be paid from proceeds of the Note or from assessments levied on the Pledged Account.

SECTION 5.4 Remedies Cumulative: No Waiver. Each and every right, power and remedy hereby specifically given to the Trustee shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Financing Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be

exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Trustee. All such rights, powers and remedies shall be cumulative, and the exercise or the partial exercise of one shall not be deemed a waiver of the right to exercise of any other. No delay or omission of the Trustee in the exercise of any of its rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall impair any such right, remedy, power or privilege or shall constitute a waiver thereof. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 5.5 Discontinuance of Proceedings. In case the Trustee shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then, in every such case, FIGA, the Office, the Issuer, the Trustee and the holder of the Note shall be restored to their former positions and rights hereunder with respect to the Pledged Revenues, subject to the security interest created under this Agreement, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been instituted.

SECTION 5.6 Application of Monies. After an Event of Default under Section 5.1 hereof, the Trustee shall apply the Pledged Revenues in the manner described in Section 1011 of the Indenture.

ARTICLE VI

AFFIRMATIVE AND NEGATIVE COVENANTS

SECTION 6.1 Affirmative Covenants of FIGA. Until this Agreement terminates, all of the principal of and interest on the Note and all of the Program Expenses are paid in full and the FIGA Obligations under or in respect of this Agreement are performed, FIGA shall do the following:

(a) Reports, Certificates and Other Information. FIGA will furnish or cause to be furnished to the Trustee, the Bank (except for the information described in Section 6.1(v) which shall be furnished to the Bank only upon request) and the Issuer:

(i) as soon as practicable upon becoming aware of the occurrence of any Event of Default or event, act or omission which, with the giving of notice, the lapse of time, or both, would constitute an Event of Default, a certificate of FIGA setting forth, to the best of its knowledge, the details thereof and the action that FIGA is taking or proposes to take with respect thereto;

(ii) as promptly as practicable upon becoming aware thereof, written notice of all litigation filed against FIGA and all proceedings before any court or governmental authority which, if adversely determined, would materially adversely affect the operations or the financial condition of FIGA with respect to the Program or the assessment, levy, collection or paying over of the Pledged Assessments;

(iii) promptly upon their becoming available, copies of any non-routine periodic or special reports filed by FIGA with any governmental authority, if such reports indicate any material adverse change in the operations or financial condition of FIGA with respect to the Program, and copies of any notice or other communications from any governmental authority which specifically relate to a material adverse change in the operation or financial condition of FIGA with respect to the Program or which might materially adversely affect the ability of FIGA to comply with its obligations hereunder or in connection with the transactions contemplated hereby and contemplated under the Financing Documents;

(iv) such other information regarding the affairs and financial condition of FIGA, the Program and the Pledged Assessments as the Trustee or the Issuer may from time to time reasonably request in connection with this Agreement and the transactions contemplated hereby;

(v) within 30 days after the end of each month, a copy of an unaudited financial statement of FIGA, signed by an accounting officer of FIGA and consisting

of at least FIGA's loss and reserve statement, statement of premium returns and claims paid and a statement of FIGA's outstanding reserves. Such financial statement shall also include a report of the number of Hurricane Claims filed and paid and the source of funds therefor as of each month end; and

(vi) within 270 days after the end of each fiscal year, the annual financial statements of FIGA, certified and dated by an Authorized Program Administrator Representative. These financial statements must be audited (with an unqualified opinion) by FIGA's certified public accountant. FIGA's fiscal year begins on January 1 and ends on December 31.

Notwithstanding anything to the contrary, the Trustee shall have no duty to review or analyze any financial statements delivered to it or to verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

(b) Maintenance of and Access to Books and Records; Right of Inspection. Except to the extent prohibited by law, FIGA will permit the Bank and the Trustee or any person designated by the Trustee, during normal business hours and with reasonable notice, to examine the books and financial records, including minutes of meetings of FIGA, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of FIGA with its officials, all at such reasonable times and as often as the Trustee may reasonably request. The Trustee shall maintain the confidentiality of all such books, records and information regarding FIGA except to the extent disclosure thereof is required by law.

(c) Maintenance of Existence. FIGA will not initiate or cause to be initiated any action which would change its legal existence as a nonprofit incorporated legal entity organized under the laws of the State. It will maintain in full force and effect all material rights, licenses and exemptions, and comply in all respects with all applicable laws and regulations of all jurisdictions the violation of which might have a material adverse effect on the ability of FIGA to perform its obligations under this Agreement and the other Financing Documents to which it is a party.

(d) Compliance with Laws; Collection of Pledged Assessments; Application. FIGA will maintain in full force and effect all material rights granted under any statutes (including the Act), and comply in all respects with applicable laws, including the Act and regulations the violation of which might have a material adverse effect on the ability of FIGA to perform its obligations under this Agreement and the other Financing Documents to which it is a party. Such compliance shall include but shall not be limited to taking or causing the taking of all actions necessary to cause the assessment, levy, collection and payment over to the Trustee of the Pledged Assessments and the application of such

Pledged Assessments to pay the principal of and interest on the Note and the Program Expenses as contemplated in the Financing Documents.

(e) Further Assurances. From time to time hereafter, FIGA will execute and deliver such additional instruments, certificates or documents, and take all such actions as the Bank, the Trustee or the Issuer may reasonably request for the purposes of the levying, collecting, pledging and applying the Pledged Assessments, implementing or effectuating the provisions of this Agreement and the other Financing Documents to which it is a party and for the purpose of more fully renewing the Beneficiary's rights with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by FIGA pursuant hereto or thereto). Without limiting the generality of the foregoing, upon the exercise by the Trustee on behalf of any Beneficiary of any power, right, privilege or remedy pursuant to this Agreement or the Financing Documents which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, FIGA will, at its own expense, execute and deliver all necessary applications, certifications, instruments and other documents and papers that may be required in order to obtain such governmental consent, approval, registration, qualification or authorization.

(f) Assessments. FIGA has certified to the Office the need to levy and assess the Pledged Assessments in amounts sufficient to make the deposits to the Revenue Fund provided for in Section 503 of the Indenture and to pay Program Expenses. FIGA shall take such other actions as may be required by the Act and this Agreement to ensure continued receipt of the Pledged Assessments for so long as the Note or the Series 2023A Bonds remain Outstanding, or Program Expenses remain unpaid.

(g) Written Notice by FIGA. FIGA shall timely provide such notices as may be required by the order of the Office dated April 10, 2023, in Case No. 308776-23, which levied the Emergency Assessments, with a copy thereof to the Trustee.

(h) Coordination with the Office. FIGA will coordinate with the Office in order to determine in each calendar year such information as shall be required for FIGA to fulfill its obligations under Section 6.1(f) hereof.

(i) Security Documents. The Financing Documents shall create, as security for the Issuer Obligations under the Financing Documents and the obligations of the Program to the Beneficiaries hereunder, valid and enforceable and perfected (to the extent that perfection can be accomplished by filing financing statements) liens in and on all of the Collateral in favor of the Trustee for the benefit of the Bank and the Beneficiaries, superior to and prior to the rights of all third Persons and subject to no other Liens.

(j) No Liens.

(i) FIGA is, and as to Pledged Assessments acquired by it from time to time after the date hereof, FIGA will be, the owner of all such Pledged Assessments free from any lien or other right, title or interest of any Person (except for the statutory assignment and pledge of the Pledged Assessments contained in Section 631.57(3)(e), Florida Statutes), and FIGA shall defend such Pledged Assessments against all Liens, and demands of all Persons at any time claiming the same or any interest therein adverse to the Trustee.

(ii) There is not and will not be any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Assessments and FIGA will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Pledged Assessments, except financing statements filed or to be filed in respect of and covering the security interests granted hereby to the Trustee by FIGA.

(k) Financing Statements. FIGA and the Issuer agree to sign and file such financing statements, in form suitable to reflect the security interests granted hereunder, as are necessary or desirable to establish and maintain a valid and enforceable security interest in the Collateral as provided herein, to the extent that such security interest may be established and maintained by such filing, all in accordance with the Uniform Commercial Code as enacted in any and all relevant jurisdictions or any other relevant law. Notwithstanding anything to the contrary, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. In addition, unless the Trustee shall have been notified in writing by the Issuer or FIGA that any such initial filing or description of collateral was or has become defective (including, but not limited to, any change in the address of the obligor), the Trustee shall be fully protected in (i) conclusively relying on such initial filing and descriptions and (ii) filing any continuation statements in the same filing offices as the initial filings were made. The Trustee shall cause to be filed a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Note which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. FIGA shall be responsible for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

(l) Non-Payment to Trustee. FIGA shall receive all Pledged Revenues in a constructive trust for the benefit of the Trustee, shall segregate such amounts from other funds of FIGA, and shall forthwith transmit and deliver the Pledged Revenues to the Trustee via wire transfer as provided herein.

(m) Notice of Assessments. FIGA hereby agrees to mail (which may be by electronic mail) to each Insurance Company such notices, if any, regarding the Pledged Assessments or otherwise, as may be required by the Office or the Florida Insurance Guaranty Association Act to ensure the continued receipt of Pledged Assessments each year while the Note or any Series 2023A Bonds remain Outstanding or Program Expenses remain unpaid. In addition, FIGA confirms that it provided emailed notice to each Insurance Company of the 1% Emergency Assessments comprising the Pledged Assessments for the Note upon receipt of the Office's order levying such Pledged Assessments.

SECTION 6.2 Negative Covenants of FIGA. Until this Agreement terminates, all of the principal of and interest on the Note and all Program Expenses are paid in full and the FIGA Obligations under or in respect of this Agreement are performed, FIGA shall not, without the prior written consent of the holder of the Note, do, agree to do or permit to be done, any of the following:

(a) Amendment to Documents. Except as specifically provided in such Financing Document, cause or permit any Financing Documents theretofore executed and delivered, or the form thereof, to be terminated, amended, modified or otherwise supplemented;

(b) Amendments to Act. Initiate or permit (without making its good faith best efforts to prevent the same) the repeal, amendment, supplementation or any other change in the Florida Insurance Guaranty Association Act that in any way materially adversely affects or impairs (i) the timing, source, method of computation or amount of the Pledged Assessments or the imposition or collection thereof, (ii) the pledge or the application of the Pledged Assessments to the payment of the Note, or (iii) any rights of the Trustee under the Financing Documents.

(c) Additional Debt or Programs. Incur any indebtedness, except for its obligations hereunder, or act in conjunction with any municipality or county or other political subdivision of the State to establish a program for the payment of Covered Claims secured by Pledged Revenues. FIGA shall not be prohibited from pledging any Emergency Assessments, other than the Pledged Assessments, that do not secure the Note, or any Regular Assessments.

(d) No Liens. Create or permit (without using its good faith best efforts to prevent the same) to be created a Lien (other than for the Lien created under this Agreement) on the Pledged Assessments, except as permitted by the Indenture.

SECTION 6.3 **Covenants of the Office.** Until this Agreement terminates, all of the principal of and interest on the Note and all Program Expenses are paid in full and all obligations to the Beneficiaries under or in respect of this Agreement are performed, the Office shall do the following:

(a) **Levy of Assessments.** The Office shall timely levy and assess on all Insurance Companies, including, without limitation, on any joint underwriting association established for the types of insurance written for the account specified in Section 631.55(2)(b), Florida Statutes, the full amount of the Pledged Assessments certified by FIGA to the Office under Section 6.1(f) hereof. For so long as the Note or the Series 2023A Bonds are Outstanding, or any Program Expenses remain unpaid, the Office hereby agrees to levy and assess Pledged Assessments in the full amount certified to it by FIGA under Section 6.1(f) hereof, regardless of whether the need for such Pledged Assessments is subsequently confirmed to the Office by FIGA on an annual basis.

(b) **Enforcement of Pledged Assessments.** The Office shall diligently pursue any and all actions it may lawfully take in order to enforce the collection of the Pledged Assessments levied and assessed on Insurance Companies, including, without limitation, on any joint underwriting association established for the types of insurance written for the account specified in Section 631.55(2)(b), Florida Statutes. Without limiting the generality of the immediately preceding sentence and the Office's responsibility to pursue other available courses of action to enforce the collection of said Pledged Assessments, the Office shall take the action prescribed in Section 631.59(4), Florida Statutes, in order to enforce collection of the Pledged Assessments.

(c) **Amendments to Insurance Act or Order.** The Office shall not initiate or permit (without making its good faith best efforts to prevent the same) the repeal, amendment or supplementation or any other change in the Order or the Act that in any way materially adversely affects or impairs (i) the timing, source, method of computation or amount of the Pledged Assessments or the imposition or collection thereof, (ii) the pledge or the application of the Pledged Assessments to the payment of the Note or (iii) any rights of the Trustee under the Financing Documents.

(d) **Participation in Assistance Programs.** The Office shall not participate in or cooperate with any assistance program other than the Program, pursuant to which a municipality or county or other political subdivision of the State seeks to issue bonds under Section 631.695, Florida Statutes, payable from and secured by Pledged Assessments. In no event shall the Office participate in or cooperate with an assistance program where the aggregate principal amount of bonds issued under the Indenture and any junior and subordinate obligations issued or incurred as permitted in Sections 6.2(c) and (d) hereof exceed the amount from time to time authorized to be secured by and payable from assessments under the Act.

(e) Coordination with FIGA. The Office will coordinate with FIGA in order to permit FIGA to determine in each calendar year such information as shall be required for FIGA to fulfill its obligations under Sections 6.1(f) and (h) hereof.

(f) Non-Impairment of Commercial Insurance Premiums. The Office will take no action the effect of which is to materially impair on an ongoing basis the premium volume underwritten by commercial insurers within the account specified in Section 631.55(2)(b), Florida Statutes, such that the ability to pay principal and interest on the Note, or the payment of Program Expenses is materially impaired.

SECTION 6.4 Pledged Revenues Paid Over to Trustee. The Issuer, FIGA and the Office agree that any and all Pledged Revenues received by any of them shall be transferred to the Trustee as promptly as reasonably practical after receipt thereof, but at least as frequently as once in each calendar month, for deposit in the Revenue Fund established under the Indenture. All such Pledged Revenues shall be delivered to the Trustee either (i) in the form received, with any necessary endorsement, or (ii) by wire transfer or certified bank cashiers or other check, accompanied by information in reasonable detail specifying the source and date of receipt of such Pledged Revenues.

ARTICLE VII

THE TRUSTEE

SECTION 7.1 Exculpatory Provisions.

(a) The Trustee shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations or warranties contained herein or in the other Financing Documents. The Trustee makes no representations as to the value or condition of the Pledged Revenues or any part thereof, or as to the title of any party or as to the security afforded by the Financing Documents or this Agreement, or as to the validity, execution (except its own execution), enforceability, legality or sufficiency of this Agreement, any other Financing Documents or of the obligations secured hereby and thereby, and the Trustee shall incur no liability or responsibility in respect of any such matters. The Trustee shall not be responsible for insuring the Pledged Revenues or for the payment of taxes, charges, assessments or liens upon the Pledged Revenues or otherwise as to the maintenance of the Pledged Revenues.

(b) The Trustee shall not be required to ascertain or inquire as to the performance by any party of any of the covenants or agreements contained herein or in any other Financing Document except as specifically provided herein.

(c) The Trustee shall not be personally liable for any action taken or omitted to be taken by it in accordance with this Agreement or any other Financing Document except for its own negligence, willful misconduct, breach of fiduciary duty or breach of its obligations hereunder, provided that, with respect to FIGA, the Trustee shall be liable for its negligence in the processing of negotiable instruments.

(d) The Trustee shall not be deemed to have notice of any default or Event of Default hereunder until a Responsible Officer of the Trustee receives actual written notice thereof from any Beneficiary.

(e) Each of the rights, protections and indemnifications provided to the Trustee under the Indenture shall also be afforded the Trustee with respect to this Agreement.

SECTION 7.2 Reliance by Trustee.

(a) Whenever in the administration of its duties under this Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established in connection with the taking, or omitting to take any action hereunder by the Trustee, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved or established by a certificate of the Issuer, FIGA or the

Office delivered to the Trustee and such certificate shall be full warranty to the Trustee for any action taken, suffered or omitted in reliance thereon.

(b) The Trustee may consult with legal counsel, independent public accountants and other experts selected by it with due care and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts, absent gross negligence or willful misconduct. The Trustee shall have the right at any time to seek instructions concerning the administration of the Pledged Revenues from any court of competent jurisdiction.

(c) The Trustee shall conclusively rely, and shall be fully protected, without any investigation, in acting, upon any note, resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, bond or other paper or document which it has no reason to believe to be other than genuine and to have been signed or presented by the purported proper party or parties or, in the case of cables, telecopies and telexes, to have been sent by the proper party or parties.

SECTION 7.3 Limitations on Duties of Trustee.

(a) Prior to the occurrence of an Event of Default, the Trustee shall be obliged to perform such duties and only such duties as are specifically set forth in this Agreement or in any other Financing Document to which it is bound, and no implied covenants or obligations shall be read into this Agreement or any other Financing Document against the Trustee. The Trustee shall, during the continuance of any Event of Default, exercise the rights and powers vested in it by this Agreement or by any other Financing Document, in the manner and subject to the provisions of the Indenture. The Trustee shall not be liable with respect to any action taken or omitted by it in accordance with the standard of care set forth in the Indenture.

(b) Except as herein otherwise expressly provided, the Trustee shall not be under any obligation to take any action which is discretionary with the Trustee under the provisions hereof or under any other Financing Document.

Notwithstanding anything to the contrary contained in this Agreement, the Trustee shall be under no duty to spend its own funds in connection with any action to be taken by it pursuant to this Agreement.

ARTICLE VIII

PROGRAM ADMINISTRATION AND CLAIMS PROCESSING

SECTION 8.1 Acceptance by Program Administrator. FIGA hereby accepts its appointment as Program Administrator and, in such capacity, FIGA shall perform all of the duties and obligations of the Program Administrator. The Program Administrator hereby agrees to cause the Trustee to pay all Hurricane Claims to it as Program Administrator in accordance with this Article VIII and Article IV of the Indenture.

SECTION 8.2 Processing of Hurricane Claims and Presentment for Payment; Maintaining Records. The Program Administrator hereby agrees to take any and all action required of it on a timely basis to identify which Covered Claims constitute Hurricane Claims. The Hurricane Claims shall be processed by the Program Administrator and presented to the Trustee for payment to it as Program Administrator from the moneys on deposit in the applicable subaccount in the Claims Payments Account established under the Indenture as expeditiously as possible. The Program Administrator agrees to comply with the provisions of Article IV of the Indenture relating to the method by which moneys may be withdrawn from the applicable subaccount in the Claims Payments Account for the payment of Hurricane Claims, including the submission of requisitions. The Trustee shall be entitled to conclusively rely on such requisitions delivered to it by the Program Administrator for purposes of paying the Hurricane Claims. The Trustee assumes no responsibility for the validity or accuracy of such claims or the payment thereof. The Trustee shall make all requisitioned payments via a single wire transfer to the Program Administrator. The Trustee shall make such wire transfers not more often than once each week, provided the Trustee has been provided with a requisition from FIGA as provided in Article IV of the Indenture.

The Program Administrator shall maintain records related to each requisition which include, at a minimum, (i) the name and policy number of each policyholder designated by the Program Administrator to be paid for a Hurricane Claim thereunder, (ii) the amount to be paid to each policyholder thereunder, and (iii) if applicable, the Program Expenses allocable to the applicable Series of Note thereunder. Such records shall be made available to Bond Counsel on request.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Addresses for Notices. Any notice or other material required or permitted to be given or provided under or in connection with this Agreement shall be in writing and shall be either hand delivered or sent by telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested, or express mail) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications (including payment instructions) shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other party. All payments made under this Agreement shall be made in lawful money of the United States and in immediately available funds.

Notices:

- (i) If to FIGA:

Florida Insurance Guaranty Association
Attn: Corey Neal
1400 Village Square Blvd, Suite 3-008
Tallahassee, FL 32312

- (ii) If to the Issuer:

Florida Insurance Assistance Interlocal Agency
Attn: Amy Myers
304 Magnolia Ave.
Panama City, FL 32401

- (iii) If to the Office:

State of Florida Office of Insurance Regulation
Attn: Anoush Brangaccio
200 East Gaines Street
Tallahassee, Florida 32399

- (iv) If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust

4655 Salisbury Road, Suite 300
Jacksonville, FL 32256

(v) If to the Bank:

Bank of America, N.A.
Public Sector Banking
9128 Strada Place
Ste. 10110, Naples, Florida 34108

SECTION 9.2 Successors and Assigns; Beneficiaries. This Agreement shall not be deemed to create any right in, or to be in whole or part for the benefit of, any Person other than the parties hereto and the Bank (which is acknowledged to be a third-party beneficiary hereof). In particular, no insured or claimant which has rights against FIGA shall have any right to or claim on any amounts in the Funds and Accounts established under the Indenture.

SECTION 9.3 Entire Agreement. This Agreement, with respect to the obligations referred to herein, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

SECTION 9.4 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 9.5 Amendments. No amendment or waiver of any provision of this Agreement nor consent to any departure by the parties hereto from the requirements hereof shall in any event be effective unless it shall be in compliance with Section 1302(ii) of the Indenture, and the same shall be in writing, signed by such parties and consented to in writing by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Prior to executing any amendment to or waiver of any provision of this Agreement, there shall be delivered to the Trustee an opinion of counsel satisfactory to it to the effect that such amendment or waiver is authorized or permitted pursuant to the terms of this Agreement.

SECTION 9.6 Release and Termination. Subject to the provisions hereunder with respect to survival of certain obligations, the parties hereto shall not be released from their obligations hereunder except upon payment in full of the principal of and interest on the Note and the payment of all Program Expenses.

SECTION 9.7 No Personal Liability of FIGA and Office Officials. No covenant or agreement contained in this Agreement or the other Financing Documents shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of FIGA or the Office in his/her individual capacity, and neither the officers of FIGA or the Office nor any official executing this Agreement or the other Financing Documents shall be liable personally with respect to the Note or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement or the other Financing Documents.

SECTION 9.8 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 9.9 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

SECTION 9.11 Waiver of Jury Trial; Attorney's Fees. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other document executed in connection herewith or the transactions contemplated hereby or thereby. In any litigation (including any appeal) arising out of this Agreement or the Note, the prevailing party shall be entitled to recover its attorney's fees.

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be executed in each of their respective names and on each of their respective behalf and caused all legally necessary seals to be affixed hereto and attested by all required duly authorized officers, all as of the day and year first above written

Attest:

**FLORIDA INSURANCE GUARANTY
ASSOCIATION, INCORPORATED**

By: _____
Name: Paula Lutes
Title: Secretary/Treasurer

By: _____
Name: Kimberly Blackburn
Title: Chair

Attest:

**FLORIDA INSURANCE ASSISTANCE
INTERLOCAL AGENCY**

Name: Corey Neal
Title: Secretary/Treasurer

By: _____
Name: Pamn Henderson
Title: Chair

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., not in its individual capacity
but as Trustee**

By: _____
Name: Daniel Todd
Title: Vice President

**FLORIDA OFFICE OF INSURANCE
REGULATION**

By: _____
Name: Michael Yaworsky
Title: Insurance Commissioner