

**INSURANCE CAPITAL BUILD-UP INCENTIVE PROGRAM
SURPLUS NOTE**

Amount \$25,000,000

Term: 20 years

Payment Dates: October 1, January 1, April 1, and July 1

Interest Rate Determination Date: The interest rate shall be determined two business days prior to the payment date in order to set the rate for the following quarter.

Day Count: actual days divided by 360 for the specified quarter.

This Surplus Note is executed this 20th day of Dec., 2006, by and between Royal Palm Insurance Company, (NAIC # 12538), an Insurer authorized to write residential property and casualty insurance in Florida ("Insurer"), and The State Board of Administration of Florida ("Board"), the parties. It is deemed to be in the best interest of the Insurer to increase its Surplus as to policyholders for the purpose of increasing the number of new residential policies covering the risk of hurricanes the Insurer writes in Florida.

The Insurer's application for this Surplus Note was received by the Board on June 27, 2006, and the Insurer has, on or before the date of this Surplus Note contributed \$25 million in New Capital, as defined below, to its Surplus.

For and in consideration of the mutual agreements as set forth, the Insurer hereby makes a contribution to Surplus in New Capital of \$25 million and covenants to meet the Minimum Writing Ratio of Net Written Premium to Surplus of at least 2:1 for the term of this Surplus Note.

DEFINITIONS APPLICABLE TO THIS SURPLUS NOTE:

- (a) "Applicant" means the Insurer making application under the Program.
- (b) "Approve," "Approving," "Approved," or "Approval" means the Insurer's application has been approved contingent upon a review and prioritization of all the applicants who may have applied for the limited funds available under the Program during the application periods specified in (4)(e), (f), or (g) of Rule 19-15.001. If the amount of the Surplus Notes requested does not exceed the funds available during these application periods, it will not be necessary for the Board to prioritize applicants prior to distributing funds, but in all cases the Insurer shall be required to contribute New Capital and provide verification of a deposit prior to the Board distributing the proceeds derived from the Surplus Note.
- (c) "Board" means the State Board of Administration of Florida.
- (d) "Cash" or "Cash Equivalents" means unencumbered cash or unencumbered cash equivalents as specified in Section 625.012(1), F.S. Cash Equivalents are short-term, highly liquid investments, with original maturities of 3 months or less, which are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates.

- (e) "Impair" or "Impaired" means the Insurer's Surplus is below the Minimum Required Surplus as specified in Section 215.5595(2)(c), F.S.
- (f) "Insurer" means an authorized insurance company seeking to participate in the Program.
- (g) "Minimum Capital Contribution" means, with respect to Insurers who apply to the Board by July 1, 2006, a contribution of New Capital to its Surplus which is at least equal to the amount of the Surplus Note. "Minimum Capital Contribution" means, with respect to all other applicants applying after July 1, 2006 and before June 1, 2007, a contribution to its Surplus that is twice the amount of the Surplus Note.
- (h) "Minimum Required Surplus" means, for purposes of this Program, that the Insurer's total Surplus, after the issuance of the Surplus Note and New Capital contribution equals at least \$50 million.
- (i) "Minimum Writing Ratio" means a 2:1 ratio of Net Written Premium to Surplus.
- (j) "Net Written Premium" means direct Premium plus assumed Premium less ceded Premium.
- (k) "New Capital" must be in the form of Cash or Cash Equivalents and be recorded as additional paid-in capital or new stock issued. New Capital does not include Citizens Property Insurance Corporation take-out bonuses pursuant to Section 627.3511, F.S. A New Capital contribution does not constitute contributions by the Insurer made prior to the Insurer's application date for the Surplus Note or any other funds contributed to the Insurer's Surplus which are made for purposes other than in conjunction with the requirements of the Program.
- (l) "Surplus Note" means the Surplus Note issued by the Insurer to the Board.
- (m) "Office" means the Office of Insurance Regulation, which was created in Section 20.121(3), F.S.
- (n) "Premium" means premiums relating to residential property insurance in Florida including the peril of wind.
- (o) "Program" means the Insurance Capital Build-Up Incentive Program created by Section 215.5595, F.S.
- (p) "Substantial Impairment" or "Substantially Impair" means that the Commissioner of Insurance Regulation (Commissioner) has solvency concerns that the Insurer may not be able to meet the obligations of its policyholders and has provided the Board with a written explanation.
- (q) "Surplus" means the Insurer's admitted assets less the Insurer's liabilities and refers to the entire Surplus of the Insurer.

THIS SURPLUS NOTE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) No Prepayment Penalties: There is no penalty for pre-payment of this Surplus Note.
- (2) Surplus Note Proceeds: The Surplus Note proceeds will be distributed by the issuance of a check to the Insurer unless the Insurer provides a resolution passed by the Insurer's governing board, authorizing and requesting a wire transfer of the Note proceeds and providing wire transfer instructions.
- (3) Statutory Requirements:
 - (a) Minimum Required Surplus: Insurer represents, as a condition of obtaining this Surplus Note, that Insurer's Surplus, New Capital, and the Surplus Note, when added together, equals at least \$50 million.
 - (b) \$50 million Limit for Insurers and Insurer Groups: The Insurer represents that the Program proceeds to be made available to the Insurer under this Surplus Note, together with Program

proceeds already received or applied for by other members of the Insurer group, when added together does not exceed \$50 million.

(c) New Capital Contributions to Surplus: The contribution to Surplus is made in the form of cash and meets or exceeds the Minimum Capital Contribution as defined above. This (These) asset(s) have been approved by the Office as found to be acceptable assets pursuant to Part II of Chapter 625, F.S.

(d) Depository Letter: Prior to the execution of this Surplus Note, Insurer has provided to the Board a letter from a depository institution which states the amount of unencumbered Cash or Cash Equivalents that have been deposited into the Insurer's account.

(e) Writing Ratio: The Insurer represents that it is now at the Minimum Writing Ratio and will maintain the Minimum Writing Ratio during the term of the Surplus Note. In the alternative, the Insurer may represent that it is not currently at the Minimum Writing Ratio, but it will meet that ratio within sixty days from the date the Surplus Note is executed and will maintain the Minimum Writing Ratio for the term of the Surplus Note.

(f) The Insurer represents that it will make all quarterly filings using Form SBA 15-3 to the Office. This Form is available on the Board's website, www.sbafla.com, under "Insurance Capital Build-Up Incentive Program" then "Quarterly Net Written Premium Report."

(4) Payment Conditions:

(a) Payment Address: Payments shall be quarterly and shall be remitted as follows:

The instructions for wiring funds for loan repayments are as follows:

*BANK OF AMERICA – TAMPA
ABA #026009593
CREDIT: STATE BOARD OF ADMINISTRATION OF FLORIDA
ACCOUNT #003660048119*

You will need to instruct your bank to wire the funds to our bank as named above. Please have your bank reference your NAIC number and your company name on all wires.

Send an email notice of your payment before 11:00 a.m. ET the day your money is coming to the Board. Notification should be sent to

ICBP@sbafla.com

and should include your NAIC number, company name, effective date of payment, and amount of payment. Indicate portion of payment allocated to principal and the portion allocated to interest. Failure to notify the SBA may result in a delay of credit for payment.

(b) Interest Rate: The Surplus Note shall accrue interest on the unpaid principal balance at a rate equivalent to the 10-year U.S. Treasury Bond rate. The rate will be adjusted quarterly for the term of the Surplus Note based on the 10-year Constant Maturity Treasury rate.

(c) Interest for the First Three Years: For the first three years of the Surplus Note, Insurer is required to pay interest only. However, principal payments can be made during this time. Interest payments shall begin to accrue from the date of this Surplus Note.

(d) **Repayment Limitations:** Any payment of principal or interest by the Insurer on this Surplus Note must be approved by the Commissioner, who shall approve the payment unless the Commissioner determines that such payment will Substantially Impair the financial condition of the Insurer. If such a determination is made, the Commissioner shall approve such payment that will not Substantially Impair the financial condition of the Insurer. The Board will seek approval of payments from the Commissioner and will notify any Insurer if a payment of principal and/or interest has been disapproved or, if a lower amount has been approved, the amount by which the usual payment is to be reduced.

(5) **Default: Conditions, Consequences, and Insurer Responsibilities.**

(a) **Conditions Resulting in Default:**

1. Failure to reach the Minimum Writing Ratio within 60 days of an Insurer receiving the proceeds of the Surplus Note distributed by the Board or the failure to maintain the Minimum Writing Ratio once reached unless a supplemental agreement is provided for in the Surplus Note that allows the Insurer more time to reach the Minimum Writing Ratio due to financial considerations.
2. Failure to submit quarterly filings of Form SBA 15-3 to the Office.
3. Failure to maintain the Minimum Required Surplus except for situations involving the payment of losses resulting from a catastrophic event or a series of events resulting in catastrophic losses or where Minimum Required Surplus is reduced as a result of the accounting treatment for deferred acquisition costs.
4. **Misuse of Program Proceeds:** The Surplus Note will be in default if proceeds received pursuant to the Surplus Note are converted into any asset not authorized under Part II of Chapter 625, F.S.
5. Failure to make a payment of interest and/or principal where the payment by the Insurer has been approved by the Office.
6. Failure to make a payment of interest and/or principal where the payment by the Insurer has not been approved by the Office, but alternative payments have been approved.
7. **False or Misleading Statements.** Any representations, including those made in the application and/or accompanying documentation, which is false or misleading.
8. When the Insurer pays any ordinary or extraordinary dividend when there are payments of principal or interest payments that are past due under the Surplus Note.

(b) **Consequences of Default:** For all defaults, the Board, in its sole discretion, may exercise any one of the following options:

1. Increase the interest rate to the maximum interest rate permitted by law;
2. Accelerate the repayment of principal and interest;
3. Shorten the term of the Surplus Note;
4. Call the Surplus Note and demand full repayment.

(c) **Insurer responsibilities:** The Insurer shall notify the Board when any of the above conditions resulting in default arises.

(6) **Reorganization, Dissolution, or Liquidation:** In the event of reorganization, dissolution, 100% reinsurance or liquidation of Insurer, pursuant to Section 215.5595(5), F.S., the Board shall be treated as a class 3 creditor pursuant to Section 631.271, F.S., for the unpaid principal and interest on this Surplus Note.

(7) **Resolution by Governing Board:** The Insurer's governing board has passed a resolution which authorizes Insurer to enter into this Surplus Note and to meet all the requirements contained in this Surplus Note.

(8) **Governing Law:** This Surplus Note is governed by the laws of the State of Florida, without giving effect to conflict of law provisions thereof. Any dispute or claim arising out of or in connection with this Surplus Note will be submitted exclusively to the Circuit Court for the Second Judicial Circuit, in and for Leon County, Florida for trial and determination by the court. The parties consent to the jurisdiction of such court and to service of process outside the State of Florida pursuant to the requirements of such court in any matter submitted to it.

(9) **Supplemental Agreements:**

(a) Under the "Terms and Conditions" section above, the representation in (3)(e) is waived.

(b) The Insurer and the Board agree that the default condition referenced in (5)(a)(1) above which relates to the failure to reach the Minimum Writing Ratio within 60 days shall be waived due to the likelihood that its attainment may have an adverse financial impact.

(c) In lieu of provision (5)(a)(1), the Insurer agrees that the 2:1 Minimum Writing Ratio requirement will be met by June 1, 2007, that the Insurer will write new policies consistent with its business plan described in the Surplus Note Application, and that the Insurer's writing ratio will progressively move toward the attainment of the 2:1 Minimum Writing Ratio each quarter during the specified time frame.

(d) Should the Insurer fail to increase its writing ratio for two consecutive quarters prior to June 1, 2007, fail to obtain the 2:1 Minimum Writing Ratio by June 1, 2007, or drop below the 2:1 Minimum Writing Ratio once it is obtained for two consecutive quarters; the Board and the Insurer agree that the interest rate as specified in provision (4)(b) will increase while this situation lasts by 25 basis points if the resulting writing ratio is between 1.5:1 and 2:1 and the interest rate will increase by 450 basis points if the writing ratio is below 1.5:1. If the writing ratio remains below 1.5:1 for three consecutive quarters after June 1, 2007, the Insurer agrees to repay a portion of the Surplus Note such that the Minimum Writing Ratio will be obtained for the following quarter.

(e) If the full payment of principal and interest are not received when due as a result of the Commissioner not approving the Insurer's repayment or repayments, the Board may lengthen the term of the Surplus Note and make any other adjustments with the Approval of the Commissioner that will be necessary to protect the state's interest in the repayment of the Surplus Note. Interest will continue to accrue. The Insurer agrees to accept such terms and adjustments.

(f) Interest shall continue to accrue in any situation involving a default.

(g) A late fee in the amount of 5% of the invoiced amount may be charged if a payment is received five calendar days after the due date except such fee will not be charged if it results from a delay beyond the control of the insurer arising from the Office's disapproval of the payments or delay in issuing approval of the payment of interest or principal.

(h) Any other surplus notes not issued in conjunction with the Insurance Capital Incentive Build-Up Program will be subordinated to this Surplus Note.

(10) **Entire Agreement:** This Surplus Note contains the entire agreement between the above referenced parties. There are no other addendums or agreements with any other party which form a part of this contract.

IN WITNESS WHEREOF, this agreement has been executed as of the date above.

Attest to:

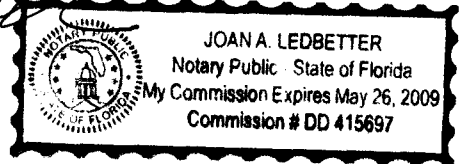
By: B. Murphy
Name

B. Murphy Chairman
Print Name & Title

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by B. Murphy
personally known to me or who presented as identification FL D/L this
3 day of November, 2006

Joan A. Ledbetter
NOTARY PUBLIC
My Commission Expires:



Attest to:

By: W. L. Burt
Name

W. L. BURT
PRESIDENT
Print Name & Title

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by W. L. Burt,
personally known to me or who presented as identification _____, this
2nd day of November, 2006.

Starr S. Ford
NOTARY PUBLIC
My Commission Expires:



Starr S. Ford
Commission # D
Expires March
Bonded Troy Fair - Insurance, Inc.

Attest to:

The State Board of Administration of Florida

By: Coleman Stipanovich
Coleman Stipanovich
Executive Director

12-19-06
Date

ADDENDUM NUMBER ONE
to
INSURANCE CAPITAL BUILD-UP INCENTIVE PROGRAM SURPLUS NOTE
BETWEEN THE STATE BOARD OF ADMINISTRATION OF FLORIDA AND
ROYAL PALM INSURANCE COMPANY

Effective: July 1, 2008

During the 2008 legislative session, CS/CS/SB 2860 passed and became law on July 1, 2008. Section 2 of the bill provides for changes to Section 215.5595, F.S. As such, subsection 215.5595(10), F.S., allows the State Board of Administration to "...renegotiate the terms of any surplus note issued by an insurer prior to January 2008 under this program upon the agreement of the insurer and the board and consistent with the requirements of this section as amended in 2008."

Pursuant to the authorization provided in Section 215.5595, F.S., as amended, the undersigned parties to this Surplus Note executed on December 20, 2006, between Royal Palm Insurance Company, (NAIC #12538) and the State Board of Administration of Florida ("Board") hereby agree to the following amended terms and conditions.

Addendum Number One is not retroactive and does not change any provision of the Surplus Note as executed on December 20, 2006, except that as of July 1, 2008, the following provisions of the Surplus Note are made effective and will be applied only on a prospective basis. All other provisions of the Surplus Note shall remain in full force and effect.

1. Surplus Note page one, third paragraph shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

For and in consideration of the mutual agreements as set forth, the Insurer made a contribution to Surplus in New Capital of \$25 million by December 20, 2006, and covenants to meet the Minimum Writing Ratio of Premium to Surplus as specified in this Surplus Note Addendum Number One during the remaining term of this Surplus Note beginning on July 1, 2008. All amounts due and invoiced under the requirements of the original Surplus Note, including but not limited to interest, additional interest charges for not meeting Minimum Writing Ratio requirements, and any late fees; remain due until paid and are not affected by this Addendum Number One.

2. The following paragraphs in the Definitions section of the Surplus Note shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

(h) "Minimum Required Surplus" means that the Insurer's Surplus equals at least \$50 million or for Insurers writing only manufactured housing policies, at least \$14 million.

(i) "Minimum Writing Ratio" is met by meeting either the Net Written Premium to Surplus writing ratio or the Gross Written Premium to Surplus writing ratio specified below for each quarter as certified quarterly by the Office.

1. The Net Written Premium to Surplus writing ratio means a Net Written Premium to Surplus ratio of at least 1:1 from July 1, 2008 through the end of the first calendar year on December 31, 2008, a 1.5:1 ratio for the second calendar year from January 1, 2009 through December 31, 2009, and a 2:1 ratio for the third calendar year beginning on January 1, 2010 and thereafter for the remaining term of the Surplus Note.
2. The Gross Written Premium to Surplus writing ratio means a Gross Written Premium to Surplus ratio of at least 3:1 from July 1, 2008 through the end of the first calendar year on December 31, 2008, a 4.5:1 ratio for the second calendar year from January 1, 2009 through December 31, 2009, and a 6:1 ratio for the third calendar year beginning on January 1, 2010 and thereafter for the remaining term of the Surplus Note.

(l) "Surplus Note" means the Surplus Note issued by the Board and Addendum Number One thereto which provisions apply prospectively beginning on July 1, 2008.

(q) "Surplus" for purposes of determining the Minimum Writing Ratio means the Insurer's initial New Capital contribution for this Surplus Note and the outstanding principal balance of the Surplus Note. For all other purposes, surplus means the Insurer's admitted assets less the Insurer's liabilities and refers to the entire policyholder surplus of the Insurer.

3. The Definitions section of the Surplus Note shall be hereby amended as follows to add the following paragraph (r) effective prospectively beginning on July 1, 2008.

(r) "Gross Written Premium" means direct Premium plus assumed Premium.

4. The following paragraphs in the Surplus Note shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

(3)(e) Writing Ratio: The Insurer represents that it will meet the Minimum Writing Ratio as defined in Addendum Number One to the Surplus Note effective prospectively from July 1, 2008 as determined by the Office and certified to the Board quarterly, beginning with the Quarterly Written Premium Report for the quarter ending September 30, 2008 due to the Board by November 15, 2008.

(3)(f) The Insurer agrees that it will make all quarterly filings using Form SBA 15-3 as amended to the Office. This Form is available on the Board's website, www.sbafla.com, under "Insurance Capital Build-Up Incentive Program" then "Quarterly Written Premium Report."

(4)(d) Repayment Limitations: Any payment of principal or interest by the Insurer on this Surplus Note must be approved by the Commissioner, who shall approve the payment unless the Commissioner determines that such payment will Substantially Impair the financial condition of the Insurer. If such a determination is made, the Commissioner shall approve such payment that will not Substantially Impair the financial condition of the Insurer. The Board will seek approval of payments from the Commissioner and will notify any Insurer if a payment of principal and/or interest has been disapproved or, if a lower amount has been approved, the amount by which the usual payment is to be reduced. Interest shall continue to accrue until paid including during periods when payment approval has not been granted.

5. Paragraph (5)(a)1 in the Surplus Note shall be stricken effective prospectively beginning on July 1, 2008.

6. Paragraphs (5)(a)2 and 3 in the Surplus Note shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

(5)(a)2. Failure to submit quarterly filings of Form SBA 15-3 as amended to the Office.

(5)(a)3. Failure to maintain the Minimum Required Surplus except for situations involving the payment of losses resulting from a catastrophic event or a series of events resulting in catastrophic losses or where Minimum Required Surplus is reduced as a result of the accounting treatment for deferred acquisition costs or where the Minimum Required Surplus is reduced as a result of repayment of the principal on this Surplus Note.

7. Paragraph (5)(a) in the Surplus Note shall be hereby amended as follows to add the following sub-paragraph 9 effective prospectively beginning on July 1, 2008:

(5)(a)9. Failure to maintain a level of Surplus and reinsurance sufficient to cover in excess of the Insurer's 1-in-100 year probable maximum loss as agreed to in paragraph (9) of the Surplus Note as amended.

8. Paragraph (6) in the Surplus Note shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

(6) Reorganization, Dissolution, or Liquidation: In the event of reorganization, dissolution, 100% reinsurance or liquidation of Insurer, pursuant to Section 215.5595(5), F.S., the Board shall be treated as a creditor pursuant to Section 631.271, F.S., for the unpaid principal and interest on this Surplus Note.

9. Paragraphs (9)(a), (b), and (c) Supplemental Agreements shall be stricken effective prospectively beginning on July 1, 2008.

10. Paragraph (9)(d) Supplemental Agreements shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

(9)(d) Increase in interest rate for failure to meet the Minimum Writing Ratio. (See the Minimum Writing Ratio and Interest Rate Charges Table below). If both the Net Written Premium to Surplus and the Gross Written Premium to Surplus writing ratios are not met for a particular quarter, the lesser increase in interest rate shall apply.

1. From July 1, 2008 through December 31, 2008, each quarter the Insurer's writing ratio based on Net Written Premium to Surplus drops between .5:1 and 1:1, the Board and the Insurer agree that the interest rate as specified in provision (4)(b) will be increased by 25 basis points until the 1:1 Net Written Premium to Surplus writing ratio is met. From January 1, 2009 through December 31, 2009, the interest rate will be increased by 25 basis points each quarter the Net Written Premium to Surplus writing ratio drops between 1:1 and 1.5:1 until the 1.5:1 ratio is met. Beginning January 1, 2010 and continuing for the term of the Surplus Note, the interest rate will be increased by 25 basis points each quarter the Net Written Premium to Surplus writing ratio drops between 1.5:1 and 2:1 until the 2:1 ratio is met.

From July 1, 2008 through December 31, 2008, each quarter the Insurer's writing ratio based on Net Written Premium to Surplus drops below .5:1, the Board and the Insurer agree that the interest rate as specified in provision (4)(b) will be increased by 450 basis points until the .5:1 Net Written Premium to Surplus writing ratio is met. From January 1, 2009 through December 31, 2009, the interest rate will be increased by 450 basis points each quarter the Net Written Premium to Surplus writing ratio drops below 1:1 until the 1:1 ratio is met. Beginning January 1, 2010 and continuing for the term of the Surplus Note, the interest rate will be increased by 450 basis points each quarter the Net Written Premium to Surplus writing ratio drops below 1.5:1 until the 1.5:1 ratio is met.

2. From July 1, 2008 through December 31, 2008, each quarter the Insurer's writing ratio based on Gross Written Premium to Surplus drops between 2:1 and 3:1, the Board and the Insurer agree that the interest rate as specified in provision (4)(b) will be increased by 25 basis points until the 3:1 Gross Written Premium to Surplus writing ratio is met. From January 1, 2009 through December 31, 2009, the interest rate will be increased by 25 basis points each quarter the Gross Written Premium to Surplus writing ratio drops between 3:1 and 4.5:1 until the 4.5:1 ratio is met. Beginning January 1, 2010 and continuing for the term of the Surplus Note, the interest rate will be increased by 25 basis points each quarter the Gross Written Premium to Surplus writing ratio drops between 4.5:1 and 6:1 until the 6:1 ratio is met.

From July 1, 2008 through December 31, 2008, each quarter the Insurer's writing ratio based on Gross Written Premium to Surplus drops below 2:1, the Board and the Insurer agree that the interest rate as specified in provision (4)(b) will be increased by 450 basis points until the 2:1 Gross Written Premium to Surplus writing ratio is met. From January 1, 2009 through December 31, 2009, the interest rate will be increased by 450 basis points each quarter the Gross Written

Premium to Surplus writing ratio drops below 3:1 until the 3:1 ratio is met. Beginning January 1, 2010 and continuing for the term of the Surplus Note, the interest rate will be increased by 450 basis points each quarter the Gross Written Premium to Surplus writing ratio drops below 4.5:1 until the 4.5:1 ratio is met.

Minimum Writing Ratio and Interest Rate Charges Table

Calendar Year	Increase in Interest Rate	Net Written Premium to Surplus Ratio Range	Net Written Premium to Surplus Requirement	Gross Written Premium to Surplus Ratio Range	Gross Written Premium to Surplus Requirement
1 7/1/08 – 12/31/08	25 bps	.5:1 < 1:1	1:1	2:1 < 3:1	3:1
	450 bps	<.5:1		<2:1	
2 1/1/09 – 12/31/09	25 bps	1:1 < 1.5:1	1.5:1	3:1 < 4.5:1	4.5:1
	450 bps	<1:1		<3:1	
3 1/1/10 – thereafter	25 bps	1.5:1 < 2:1	2:1	4.5:1 < 6:1	6:1
	450 bps	<1.5:1		< 4.5:1	

bps = basis points

3. The Insurer agrees to repay the Surplus Note or that portion of the Surplus Note such that the Minimum Writing Ratio will be obtained the following quarter if conditions a. and b. below exists provided that the Insurer is capable of repayment without creating a financially hazardous condition. The Board will consult with the Office in order to avoid financially hazardous issues and, as a result, may direct the Insurer to follow an alternative accelerated repayment plan acceptable to the Office.

- a. The Insurer's writing ratio based on Net Written Premium to Surplus drops below 1:1 for three consecutive quarters beginning January 1, 2010.
- b. The Insurer's writing ratio based on Gross Written Premium to Surplus drops below 3:1 for three consecutive quarters beginning January 1, 2010.

11. Paragraph (9)(g) Supplemental Agreements shall be hereby amended effective prospectively beginning on July 1, 2008 to read as follows:

(9)(g) A late fee in the amount of 5% of the invoiced amount will be charged if a payment is received five days after the due date. A late fee will not be charged if it results from a delay

By: [Signature]
Name

John D. Keemath -
Print Name & Title Secretary

11/20/08
Date

STATE OF Illinois }
COUNTY OF DuPage }

The foregoing instrument was acknowledged before me by John D Keemath,
personally known to me, — or who presented an identification _____.
This 20th day of November, 2008.



[Signature]
NOTARY PUBLIC
My Commission Expires: 05/22/2010

The State Board of Administration of Florida

By: [Signature]
Ashbel C. Williams
Executive Director & CIO

11/26/08
Date

ADDENDUM NUMBER TWO
to
INSURANCE CAPITAL BUILD-UP INCENTIVE PROGRAM SURPLUS NOTE
BETWEEN THE STATE BOARD OF ADMINISTRATION OF FLORIDA AND
ROYAL PALM INSURANCE COMPANY

Effective: February 7, 2011

This addendum is necessary to preserve and protect the State of Florida's interest in the repayment of principal with interest of the Surplus Note executed between Royal Palm Insurance Company (Company) and the State Board of Administration of Florida (Board) on December 20, 2006, as modified by Addendum Number One, effective July 1, 2008. Royal Palm Insurance Company's GAAP surplus was negative by more than twenty million dollars (\$20,000,000) as of December 31, 2010 (see the Office of Insurance Regulation's Consent Order, Case Number.: 114865-11-CO, filed February 7, 2011, paragraph 19). Due to the implications this adverse financial condition would have on the Surplus Note, the Board deems it to be in the best interest of the State of Florida to amend the Surplus Note to accommodate the concessions made by Insurance Commissioner McCarty such that the acquisition of the Company would be successful and to avoid any further substantial impairment of its financial condition.

Therefore, this Addendum Two shall hereby amend paragraph (9) entitled "Supplemental Agreements" to add the following sub-paragraphs (j) and (k) to read as follows:

- (9)(j) For the calendar year 2011 (beginning January 1, 2011 and ending December 31, 2011), the Company shall pay interest only on the Surplus Note. Principal payments for calendar year 2011 shall be deferred. Any increased interest resulting from the failure to meet the writing ratio requirements as specified in paragraph (9)(d) shall be waived and shall not be accrued or deferred; however, such waiver does not apply to late fees as specified in paragraph (9)(g).
- (9)(k) Beginning January 1, 2012, the outstanding principal balance of the Surplus Note, inclusive of the portion deferred for calendar year 2011, shall be amortized such that the original 20 year term of the Surplus Note will not be extended. Interest, except for the increased interest waived in the preceding sub-paragraph (j), shall accrue and be due and payable on the outstanding principal balance as set forth in the Terms and Conditions of the Surplus Note.

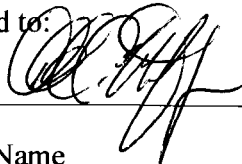
Except as otherwise noted in this Addendum Number Two, all the duties, responsibilities and obligations agreed to in the Surplus Note, executed on December 20, 2006,

as modified by Addendum Number One, effective July 1, 2008, shall continue in full force and effect.

IN WITNESS WHEREOF, this Addendum Number Two to the Surplus Note has been executed as of the dates below.

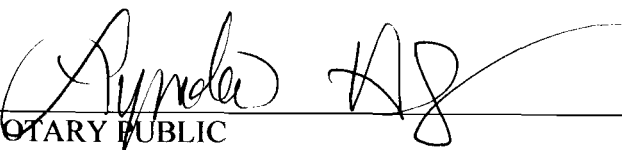
We are each, respectively, executive officer of the Insurer and are acting within our authority in executing this Surplus Note Addendum.

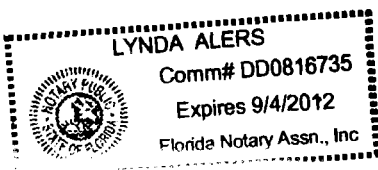
Attested to:

By:  DONALD C. MATZ JR, PRESIDENT 3/10/11
Name Print Name & Title Date

STATE OF FLORIDA
COUNTY OF HATCHUA

The foregoing instrument was acknowledged before me by DONALD C. MATZ JR., personally known to me or who presented an identification -. This 10th day of MARCH 2011.


NOTARY PUBLIC
My Commission Expires:



Attested to:

By:

Name

Joel P Curran, Secretary 3/29/11

Print Name & Title

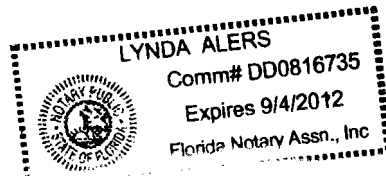
Date

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by Joel P. Curran,
personally known to me or who presented an identification .
This 29th day of MARCH 2011.

Lynda Alers
NOTARY PUBLIC

My Commission Expires:



State Board of Administration of Florida

By:

Ashbel C. Williams
Executive Director & CIO

3/21/11
Date

APPROVED AS TO LEGALITY:

E. Lamar Taylor
E. LAMAR TAYLOR
DEPUTY GENERAL COUNSEL

ADDENDUM NUMBER THREE
to
INSURANCE CAPITAL BUILD-UP INCENTIVE PROGRAM SURPLUS NOTE
BETWEEN THE STATE BOARD OF ADMINISTRATION OF FLORIDA AND
TOWER HILL SIGNATURE INSURANCE COMPANY
(fka ROYAL PALM INSURANCE COMPANY)

Effective: January 1, 2012

Certain changes to surplus notes under the Insurance Capital Build-Up Incentive Program created by s. 215.5595, F.S., were authorized by CS/CS/CS/SB 408, which was enacted by the 2011 Florida Legislature and which became law on May 17, 2011. Section 4 of that act, which took effect upon the act becoming a law, created a new subsection 215.5595(12), F.S., which provides that an insurer may request that the State Board of Administration of Florida (Board) renegotiate the terms of any Surplus Note issued before January 1, 2011.

Under this new statutory provision:

If the insurer agrees to accelerate the payment period of the note by at least 5 years, the board must agree to exempt the insurer from the premium-to-surplus ratios required under paragraph (2)(d). If the insurer agrees to an acceleration of the payment period for less than 5 years, the board may, after consultation with the Office of Insurance Regulation, agree to an appropriate revision of the premium-to-surplus ratios required under paragraph (2)(d) for the remaining term of the note if the revised ratios are not lower than a minimum writing ratio of net premium to surplus of at least 1 to 1 and, alternatively, a minimum writing ratio of gross premium to surplus of at least 3 to 1.

The above-named Company's request under s. 215.5595(12), F.S., was received on December 16, 2011. The Company and the Board have engaged in negotiations regarding the payment period for remaining payments and minimum premium-to-surplus ratios and have agreed to the following changes to the Surplus Note as executed on January 3, 2007, as amended. These changes will take effect on the first day of the first calendar quarter following execution of this Addendum Number Three by both parties and will apply only on a prospective basis. The Board will recalculate the quarterly principal payment amounts due under the Surplus Note to reflect the acceleration of payments provided for in this Addendum Number Three, including any portion deferred for Calendar Year 2011 under Addendum Number Two. Except as otherwise provided herein all other provisions of the Surplus Note and other Addenda remain in full force and effect.

1. Surplus Note, page 1, "Term," is amended by replacing the words "20 years" with "15 years."

2. A new paragraph (3)(g) is added, to read as follows: The minimum premium-to-surplus ratios specified in this Surplus Note are waived pursuant to law and do not apply on and after January 1, 2012.

IN WITNESS WHEREOF, this Addendum Number Three to the Surplus Note, as amended, has been executed as of the dates below.

We are each, respectively, executive officers of the Company and are acting within our authority in executing this Surplus Note Addendum.

Attested to:

By: [Signature] Name Donald C. Matz Jr, President Print Name & Title 12/28/11 Date

STATE OF Florida }
COUNTY OF Alachua }

The foregoing instrument was acknowledged before me by Donald Matz Jr, personally known to me X or who presented an identification This 28 day of December, 2011.

[Signature]
NOTARY PUBLIC
My Commission Expires: March 14, 2014



By: [Signature] Name B. Lane Bussey III, Sr VP, Controller Print Name & Title 12/28/11 Date

STATE OF Florida }
COUNTY OF Alachua }

The foregoing instrument was acknowledged before me by B. Lane Bussey III, personally known to me X or who presented an identification This 28 day of December, 2011.

[Signature]
NOTARY PUBLIC
My Commission Expires: March 14, 2014



The State Board of Administration of Florida

By: [Signature] Ashbel C. Williams, Executive Director & CIO 12/30/11 Date