



**AMENDMENT No. 1 to the
WATER MITIGATION ESTIMATE REVIEW PROGRAM
AGREEMENT with LYNX SERVICES**

This document hereby amends Agreement #16-16-0007-01 (the "Agreement") by and between **Citizens Property Insurance Corporation** ("Citizens") and **LYNX Services** ("Vendor") (collectively, the "Parties"). This Amendment is effective as of the date of the last signature set forth below.

For sufficient, good and valuable consideration, the Parties hereby agree to amend the Agreement as follows:

1. Section 3.4. of the Agreement is hereby amended and replaced in its entirety as follows:

3.4. Resolution Support Services and Litigation Support Services. When requested by Citizens, Vendor must provide continuing resolution support with respect to explaining and justifying Vendor's Assessment and Report findings, including providing oral and written responses to follow up on correspondence from Citizens and others involved in the claim (the "Resolution Support Services"). Vendor must provide Resolution Support Services to include, without limitation, oral and written correspondence in response to inquiries from a third party who submitted the Third Party Estimate, from the policyholder who suffered the loss, and from Citizens or Citizens' counsel consulting on the claim(s). Resolution Support Services will be paid at the hourly Resolution Support Services rate identified in Section 8.

When requested by Citizens, Vendor will also provide Litigation Support Services to include: (i) in person attendance at litigation related matters, such as appearance at mediation; or, (ii) testifying in a court of law (the "Litigation Support Services"). Unless otherwise mutually agreed upon in writing, Vendor will provide a single point of contact to provide Litigation Support Services. Litigation Support Services will be paid at the hourly Litigation Support Services rate identified in Section 8.

2. Section 3.7. of the Agreement is hereby amended and replaced in its entirety as follows:

3.7. Miscellaneous/Additional Services. Citizens may from time to time request in writing additional services not specifically set forth above, but which are within the general scope of this Agreement (the "Miscellaneous/Additional Services"). For example, both Onsite Commercial Mitigation Supervision and Onsite Mold Assessment shall also be known as Miscellaneous Services and must be performed by Vendor upon request by Citizens at the rates identified within Section 8. For all other Miscellaneous/Additional Services, Citizens will provide Vendor with advance written notice requesting the Miscellaneous/Additional Services, which must be mutually agreed upon by both Parties. Such notice may include but may not be limited to:

3.7.1. A detailed description of the Miscellaneous/Additional Services;

- 3.7.2. A schedule for commencing the Miscellaneous/Additional Services;
- 3.7.3. A list of any additional deliverables that are the result of the Miscellaneous/Additional Services; and,
- 3.7.4. Any other information related to the Miscellaneous/Additional Services that the Parties feel is necessary.

Unless otherwise mutually agreed upon in writing by the Parties, all additional Miscellaneous/Additional Services (except for those already listed) will be paid at the hourly rate for Resolution Support Services identified in Section 8.

4. The “Submit Report” Section of the table in Section 4.5.1. of the Agreement is hereby amended and replaced in its entirety as follows:

Submit Report	Within five (5) business days of receipt of Assignment from Citizens
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5. The “Submission of Report” Section of the table in Section 5.1. of the Agreement is hereby amended and replaced in its entirety as follows:

Submission of Report	Per Section 3.2.	Within five (5) business days of receipt of Assignment from Citizens	For each day (or partial day) late, Vendor shall issue a Service Credit that constitutes a five-percent (5%) reduction in fees payable to Vendor for the Report submission.
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6. Section 8.1. of the Agreement is hereby amended and replaced in its entirety as follows:

8.1. Maximum Compensation and Budget Requirement. Citizens’ obligation to pay Vendor for all Services and reimbursable expenses under this Agreement: (i) shall not exceed a total dollar amount of three million, four-hundred and twenty thousand U.S. dollars (\$3,420,000.00); and, (ii) is contingent on the availability of budgeted funds approved by Citizens’ Board of Governors on an annual basis.

7. The Service Rates table in Section 8.2. of the Agreement is hereby amended and replaced in its entirety as follows:

SERVICE RATES	
Resolution Support Services	\$95.00 per hour
Litigation Support Services	\$95.00 per hour
Negotiation Services	15% of the Negotiated Savings
Onsite Commercial Mitigation Supervision	\$1,500.00 per day
Onsite Mold Assessment	\$1,300.00 per assessment

The provisions of the Agreement that are not expressly modified or replaced by this Amendment shall remain in effect pursuant to their terms. In the event that any of the provisions of the Amendment are inconsistent or conflict with any provisions of the Agreement, the inconsistent or conflicting provisions of this Amendment shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

Each of the Parties hereby certify by their undersigned authorized representatives that they have read this Amendment and agree to be bound by its terms and conditions.

CITIZENS PROPERTY INSURANCE CORPORATION:

DocuSigned by:
Jay Adams
52091D68F5B7478...
SIGNATURE

James Adams

TYPED NAME

Chief - Claims

TITLE

6/29/2017

DATE SIGNED

LYNX SERVICES:

Brian Dvoroznak
SIGNATURE

Brian Dvoroznak

TYPED NAME

Chief Financial Officer

TITLE

5/10/17

DATE SIGNED

DocuSigned by:
Steve M. Bitar
514584FBD9DE424...
SIGNATURE

Steve Bitar

TYPED NAME

Chief - Underwriting and Agency Services

TITLE

6/29/2017

DATE SIGNED