

January 22, 2021

Via Electronic Mail

Mr. Tom Streukens Florida Insurance Guaranty Association c/o American Guaranty Fund Group P. O. Box 15159 Tallahassee, FL 32317

Re:

Letter of Agreement

Dear Tom:

On behalf of Meenan P.A., I want to thank you for the opportunity to assist Florida Insurance Guaranty Association ("FIGA"). Our firm looks forward to working with you. This letter establishes the terms and conditions of our firm's representation, and of the legislative lobbying services we agree to render on FIGA's behalf.

Our firm will represent FIGA during the 2021 Florida Legislative Session regarding legislation and amendments affecting insurer solvency, including assignment of benefits and any amendments to Part I of Chapter 631, Florida Statutes, and guaranty funds, including Part II of Chapter 631, Florida Statutes.

This agreement will not include any regulatory or legal work for FIGA other than negotiation of acceptable legislation with the Florida Office of Insurance Regulation and Department of Financial Services; such other regulatory or legal issues will be handled pursuant to a hourly retainer agreement with FIGA.

In connection with this legislative engagement our firm will be paid \$45,000.00 for representation leading up to and including the 2021 Florida Legislative Session. This fee will be paid in one installment in February 2021. This fee will be placed into our firm's Trust Account and will be moved into our firm's operating account as it is earned.

In addition to flat fees, our firm will be entitled to payment or reimbursement for costs and expenses such as lobby registration fees, mail and courier charges, and when necessary or advisable, travel expenses, WestLaw and other necessary costs. FIGA agrees to pay us for such expenditures plus sales tax if required by Florida law. However, our firm will not charge FIGA for meals and entertainment associated with lobbying legislation. Our firm agrees to notify FIGA in advance of any actions or undertakings which might require unusually high legal expenses and costs to discuss possible alternatives and/or obtain advance approval of such expenses and costs.

We will bill FIGA directly for the costs and expenses monthly. If the full amount is not paid within thirty (30) days thereafter, interest will commence to accrue at the rate of one and



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one half percent (1.5%) per month. If FIGA has any disagreement about the amount of the bill, FIGA must advise us in writing within ten (10) days; otherwise FIGA agrees to the amount of its bill to the date of the billing statements. FIGA's cooperation in promptly paying all outstanding monies due will be appreciated.

Florida law requires reporting of fees paid by FIGA to our firm for lobbying. If FIGA would like a copy of the statute, our firm will provide them along with our firm's policy on reporting fees. The Florida House of Representatives has placed disclosure regulations on lobbyists for the 2021 Florida Legislative Session. Our firm is now required to disclose our representation of FIGA and we must disclose with specificity all issues which you direct us to pursue in the House. Your signature below indicates your approval to waive the attorney-client privilege related to our compliance with House rules on the issues we must disclose. If we do not disclose the issue with specificity, including bill numbers and amendment numbers we support or oppose, we may not, under the rules, lobby on that issue in the House.

FIGA has the right to discharge our firm, and our firm has the right to withdraw, for any reason at any time upon reasonable notice. If our firm is discharged, FIGA will take all steps necessary to free our firm of any obligation to perform further services, including the execution of any documents necessary to complete our firm's withdrawal, subject, of course, to any requirements of the applicable Rules of Professional Conduct.

In the event of our firm's withdrawal or discharge, our firm will be entitled to payment for all fees for services provided before the date of our withdrawal or discharge. Our firm also will be entitled to reimbursement of any costs and expenses paid or incurred on FIGA's behalf up to the date of withdrawal or discharge. Any remaining balance in our trust account will be promptly mailed to you.

The only way we can continuously provide FIGA with legal service is for FIGA to pay its fees and cost charges when FIGA receives its monthly billing statement. In fairness to all our clients, no lawyer in our office may continue working on a file in the event the previous billing statement has not been paid. In this event, we reserve the right to cease legal work and withdraw from the case. Notwithstanding these provisions, our firm may also terminate this Agreement at any time should we determine we cannot provide FIGA with adequate representation.

Any dispute arising out of this agreement shall be submitted to arbitration pursuant to Chapter 682, Florida Statutes, in Leon County, Florida.

Your signature below acknowledges that FIGA has agreed to be responsible for the fees and expenses generated on its behalf in this matter. In the event it fails to fulfill its obligation to our firm, our firm shall be entitled to attorney fees if required to collect on the debt owed.

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Our firm shall assure that any attorney assigned to this account for any reason will not have any conflict of interest with any other individual, organization or party seeking to do business with or taking legal actions against FIGA.

Our firm agrees that all communications and dealings with FIGA will be considered privileged information and shall remain confidential unless otherwise dictated or authorized by FIGA. Attorneys will not voluntarily comment or act as public spokespersons for FIGA without appropriate authorization.

Under our document retention policy, we normally destroy files four (4) years after a matter is closed, unless other arrangements are made with the client.

If this letter does not correctly reflect your understanding of the terms and conditions of our firm's representation of FIGA in the above referenced matter, please notify our firm immediately. Additionally, I ask that you acknowledge your consent to the terms and conditions set forth in this letter by signing the original of this letter in the appropriate space and return it to me.

If you ever have any questions or concerns please contact me at (850) 425-4000. We look forward to working with you on this matter.

my /

TJM/lba

I understand and agree to the terms and fee agreement outlined above and certify that I am duly authorized by FIGA to retain the law firm of Meenan P.A. in accordance with the terms set forth. I also authorize Meenan P.A. to disclose information to the Florida House of Representatives regarding the specific issues Meenan P.A. will represent FIGA on during the 2021 Florida Legislative Session.

By: Thomas O. Strenhens

Title: Executive Director