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REPLY TO:

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September 18, 2019

Mr. Jason Reynolds  
Executive Director  
Florida Agricultural Center and Horse Park  
11008 S Highway 475  
Ocala, FL 34480

Re: Engagement Letter for Legislative Services

Dear Mr. Reynolds:

Thank you for the opportunity to represent the Florida Agricultural Center and Horse Park ("FHP") to lobby the executive and legislative branches of Florida state government on your behalf.

The purpose of this letter is to set forth our understanding of the services you expect our firm to perform and the resulting fee for those services. Accordingly, this letter confirms our agreement to represent the Florida Agricultural Center and Horse Park from September 19, 2019 to June 30, 2020. Our firm will assist the FHP with developing and implementing a strategy to interact with state legislators and staff, the Executive Office of the Governor, the Department of Agriculture and Consumer Services, and other governmental and quasi-governmental agencies. Specifically, we will focus on securing legislative appropriations to support and expand the operations of the FHP.

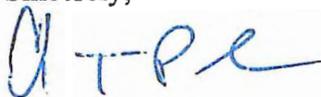
I will be the member of our firm primarily responsible for this representation, although the entire firm will be a resource. Our firm's fee for providing these services will be \$25,000, to be paid out as follows: \$10,000 on execution of contract, \$7,500 February 28, 2020 and \$7,500 March 31, 2020. In addition to this fee, the FHP would be responsible for all costs that our firm incurs directly in the course of and in furtherance of your representation including travel, copying, messenger services, filing fees and other out-of-pocket expenditures. All third-party charges are passed through without any markup by the firm. We are mindful of the need to

closely monitor expenses and always work to keep costs reasonable. We will send a monthly invoice reflecting the amount of our fees and costs, which is payable upon receipt. Rest assured, however, that we are always mindful of the costs and will keep your expenses below \$100 each month, with the exception of pre-approve travel. As such, we will seek at all times to represent you in the most cost-efficient and effective manner possible.

Our firm will send you a monthly invoice reflecting the fees then due and any cost disbursements. Our representation will conform to the terms of this agreement, and may be terminated by either party upon 30 days notice.

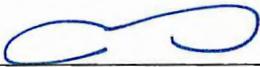
We sincerely appreciate the opportunity to represent you, and look forward to a continued successful working relationship.

Sincerely,



Andrew T. Palmer

Agreed to and Accepted by:  
Florida Agricultural Center and Horse Park

By: 

Name: JASON REYNOLDS

Title: EXECUTIVE DIRECTOR