



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 17th day of July, 2018, by and between The ABLE Trust (hereinafter called the "Client") and Smith, Bryan & Myers, Inc., a Florida corporation (hereinafter called the "Consultant").

WITNESSETH

That in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

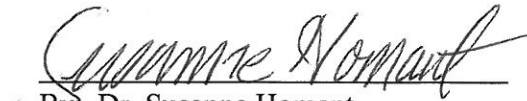
1. The Client does hereby engage and retain the Consultant as its Consultant for and during the period commencing on July 1st, 2018 and ending on the 31st day of May, 2019 for representation before the Florida Legislature, all state and local government agencies and to perform other services the Client shall direct in order that the Client may be properly represented. As part of this representation, the person employed by Client who will be designated as the primary point of contact for Consultant's representation of client shall attend one or more events that displays the impact of Client's work on the disability community. Consultant and Client shall make best efforts to find a mutually agreed upon event, preferably prior to 2019 Legislative Committee Weeks.
2. The Consultant accepts such employment and retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant and designated as responsibilities to be assumed by Consultant.
3. The Client shall pay to the Consultant as compensation for the services to be performed as hereinbefore set forth the sum of Fifty Thousand Dollars (\$50,000) over a period of Eleven months. The sum of (\$4,545.45) will be payable in eleven equal monthly installments beginning July 1, 2018.
4. In addition to the compensation hereinbefore set forth, the Client may reimburse the Consultant for all reasonable and necessary out-of-pocket and travel expenses. All expenses greater than \$500.00 must be approved by the Client prior to the incursion of the expense.

5. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this agreement. The Consultant, however, will not undertake any responsibilities or engage in any activities which reasonably conflict with the interests of the Client. The Consultant shall disclose to the Client in writing any situation which may reasonably present a conflict of interest.
6. Disclosure Requirements:
- (a) Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.
 - (b) The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website.
 - (c) Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (a) and (b) above, is considered confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

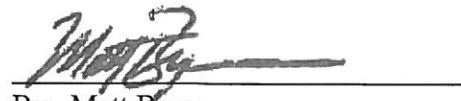
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

THE ABLE TRUST

SMITH, BRYAN & MYERS, INC.


By: Dr. Susanne Homant
"Client"

7/27/18
Date


By: Matt Bryan
"Consultant"

Date