



SIDLEY AUSTIN LLP
1501 K STREET, N W
WASHINGTON, D C 20005
+1 202 736 8000
+1 202 736 8711 FAX

kglaizer@sidley.com
202.736.8065

BEIJING	HONG KONG	SAN FRANCISCO
BOSTON	HOUSTON	SHANGHAI
BRUSSELS	LONDON	SINGAPORE
CENTURY CITY	LOS ANGELES	SYDNEY
CHICAGO	MUNICH	TOKYO
DALLAS	NEW YORK	WASHINGTON, D.C.
GENEVA	PALO ALTO	

FOUNDED 1866

November 18, 2016

Privileged and Confidential

Dawn Roberts
General Counsel
The Florida Senate
302 Capitol
404 South Monroe Street
Tallahassee, FL 32399-1100

Dear Dawn:

Introduction. Our Firm is pleased that you have asked us to serve as your counsel. This letter (together with the Attachment entitled “Additional Terms and Conditions” that is an integral part of this letter) governs the terms of our engagement by you. If this letter (including the Attachment) is acceptable to you, please sign two copies in the space provided, retain one copy and return the other copy to me.

Client. The client in the matter described below will be The Florida Senate, including but not limited to current and future Presidents of the Florida Senate (the “Client”), and not the State of Florida or any other branch, department or agencies of the State of Florida, or any other officers or employees of such governmental entities. Client understands that our representation is expressly conditioned upon this narrow definition of the Client. Client also agrees that our representation of Client in the Matter does not give rise to an attorney-client relationship between us and the State of Florida or any other branch, department or agencies of the State of Florida, or any officers or employees of such governmental entities or any subsidiary or affiliate of the Client unless we have agreed otherwise in writing.

Matter; Scope. General advice (the “Matter”).

Fees and Expenses. Our fees relating to a Matter will be based primarily on the billing rate for each attorney and paralegal (as well as any other relevant timekeeper), as applicable, devoting time to such Matter. The principal attorneys on this matter will be Jonathan Cohn, whose billing rate is \$945, Eric McArthur, whose billing rate is \$785, and Benjamin Beaton, whose billing rate is \$700. These all reflect a 10% discount off of their standard billing rates. We will include on our bills charges for performing services such as document reproduction, messenger and overnight courier service, computerized research, travel, long-distance telephone, facsimile and telecopy, document processing, search and filing fees, and internal litigation and

Dawn Roberts
October 20, 2016
Page 2

practice support services. More detailed information with respect to our expense recovery policies and procedures, which are an integral part of our agreement with you as reflected in this letter, can be accessed on our website at <http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/us/> These policies and procedures take into account, among other things, a number of special programs that we have entered into with certain of our vendors and independent service providers.

We will bill you monthly, and respectfully request that our bills be paid within 30 days after receipt, except as may be otherwise agreed by us.

Conflicts. We have numerous clients, and many of those clients are routinely adverse to federal, state and local governmental entities. Although we hope that it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between the Florida Senate or other branches, departments or agencies of the State of Florida and one or more of our current or future clients (collectively, the "Other Clients"). If the matter in which you and an Other Client have adverse interests is not substantially related to our representation of you in the Matter as described in this agreement, you agree that we may represent such an Other Client, you waive any conflicts of interest arising from such representation, and you agree you will not seek to disqualify or otherwise seek to prevent us from representing such Other Client. You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, and have made your own decision about whether to do so.

Our Firm shall not lobby the Florida Legislature during the term of the Agreement. This prohibition shall not be interpreted as prohibiting our Firm from negotiating an extension or modification of this Agreement, from providing any notice required under this Agreement, or from providing recommendations, including recommendations regarding legislation, as part of the services to be provided under this Agreement.

Term of Engagement. Either the Client or Sidley may terminate representation in the Matter at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take such steps as are reasonably practicable to protect the Client's interests in the Matter. If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and the Client will cooperate in such application and will engage successor counsel to represent the Client in the Matter.

Unless previously terminated, our engagement in the Matter and our representation of the Client will terminate upon the earlier of (i) the completion by us or abandonment by you of the Matter and (ii) our sending our final statement for services rendered in the Matter.

Dawn Roberts
October 20, 2016
Page 3

Arbitration of Disputes. Except to the extent otherwise provided by law, any dispute or claim arising out of or in any way relating to an engagement governed by this letter or our relationship with the Client (including, without limitation, any claim of malpractice, breach of contract or relating to fees or charges for the Representation) shall be finally resolved by arbitration. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Rules for Non-Administered Arbitration (Effective November 1, 2007), except as they may be modified herein or by mutual agreement of the parties. The arbitration shall take place in Washington, D.C. or such other location as agreed to by the parties. Notwithstanding the foregoing, the parties consent to the jurisdiction of the federal or state courts having jurisdiction in the location where the arbitration is conducted as to judicial proceedings relating to any aspect of the arbitration, including motions to confirm, vacate, modify or correct an arbitration award. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration shall be conducted by one arbitrator, who shall be selected by agreement of the parties or, failing such agreement within 30 days after the initiation of the arbitration, by the CPR. The parties shall be responsible for paying the costs of the arbitration in accordance with CPR rules. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights arising out of the award, provided that the parties agree to use best efforts to keep such disclosure confidential and agree, subject to court approval, to submit such disclosure to a court only under seal. Claims may not be brought in the arbitration proceeding by or on behalf of a purported class of claimants who are not parties to this engagement letter.

This agreement to arbitrate shall constitute an irrevocable waiver of each party’s right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery, and appeal rights, and have made your own decision about whether to do so.

* * *

Thank you for the opportunity to serve you.

Dawn Roberts
October 20, 2016
Page 4

Very truly yours,

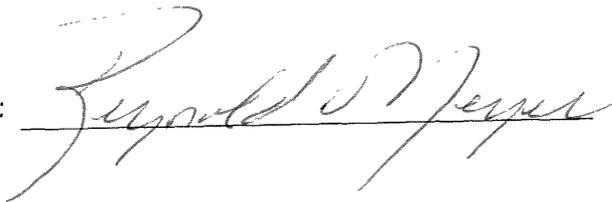


Ken Glazer

Attachment: Additional Terms and Conditions

Acknowledged and Agreed

By:



Privileged and Confidential

Additional Terms and Conditions

This is an attachment to, and integral part of, the Engagement Letter dated October 20, 2016 with Florida Senate (the "Client").

Affiliated Sidley Partnerships. References in this document to the Firm, insofar as the provision of legal services hereunder is concerned, do not include any office or partnership within the group of affiliated Sidley partnerships that does not render advice with respect to the Matter.

Client. The Client in the engagement is only the entity named in the Engagement Letter. The Client does not include any subsidiary or affiliate of such entity, nor any of its or their respective individual shareholders, directors, officers or employees, unless otherwise designated by the President of the Senate and agreed to in writing by the Firm. Accordingly, our representation of the Client in the Matter will not give rise to any conflicts of interest if our representations of any Other Clients are adverse to any subsidiary or affiliate of the Client.

Matters; Scope. The Matters in this engagement are only those that are described in the Engagement Letter. The scope of our engagement in the Matter is as described in the Engagement Letter. If you and we agree in writing, the scope of our engagement in the Matter may be expanded. Any additional matters for the Client will be governed by a supplement to the Engagement Letter. Without limitation, unless otherwise agreed to by us in writing, our engagement in the Matter will not involve insurance coverage issues; the Firm will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us after the completion of the Matter to provide additional advice on issues arising from the Matter and we accept such engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

Confidentiality and Document Retention. Following the completion of the Matter, if we have retained any otherwise nonpublic information that the Client has supplied to us in connection with the Matter, we will keep such information confidential in accordance with applicable rules of professional conduct. If, upon termination, the Client wishes to have any documents relating to the Matter and then in our possession delivered to the Client, you should so advise us. As used herein, "documents" means documents in any format, including hard copy documents and electronic documents (including emails). We reserve the right to retain copies of any documents delivered to the Client.

All of Sidley's work product in connection with the representation is owned by Sidley. Sidley may use and permit others to use such work product in whole or in part in other projects to the extent that such use is consistent with Sidley's confidentiality obligations to the Client. Such work product may also be used by the Client, except to the extent that Sidley expressly states otherwise with respect to particular documents, such as signed opinion letters.

Upon the Client's request at the termination of the representation, Sidley will provide to the Client Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. To the extent permitted by applicable law and ethical rules, the Client agrees that such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal Sidley work product (such as drafts, notes, and internal memoranda and e-mails), and legal and factual research. Sidley may make and retain a copy of the file provided to the Client.

If Sidley is required to respond to a subpoena or other formal request from a third party or a governmental agency for records or other information relating to the representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client as to whether it is the Client's wish that Sidley comply with the Request or resist it, to the extent that there

is a basis for doing so. The Client will reimburse Sidley for its time and expense incurred in responding to any such Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by the Request, and search and photocopy costs.

We reserve the right to transfer documents to the personnel responsible for administering our records retention program, for initial retention in accordance with our records retention procedures. For various reasons, including the minimization of unnecessary storage expenses, we also reserve the right to destroy or otherwise dispose of any documents retained by us, including documents transferred as described in the preceding sentence and documents otherwise retained by us. We may exercise the rights described in the preceding two sentences from time to time, whether or not in connection with the completion of the Matter, but our exercise of such rights will be subject to applicable rules of professional conduct and to any applicable written agreement between us and the Client. Subject as aforesaid, we have no obligation to retain or otherwise preserve any documents relating to any Matter.

Privacy, Data Protection and Confidentiality. Our applicable policies with respect to privacy, data protection and information security relating to personal information can be accessed on our website at <http://www.sidley.com/admin/onlineprivacy.asp>. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other forms of evolving electronic communications. Sidley uses outsourced nonlawyer personnel in its offices for a variety of support functions, including mailroom, photocopy, information technology and word processing, who are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

Publicity. Unless instructed otherwise by the Client, Sidley may disclose that it has represented the Client in a matter if the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or the Client's issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley's disclosure will be limited to the Client's name, the name of the other party or parties, and a short description of the matter that contains only publicly-available information.

Consent Regarding Privileged Sidley Communications. When issues arise concerning Sidley's professional duties and rights, including under applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. In such circumstances, some courts have concluded that a conflict of interest arises between a law firm and its client, and have refused to recognize the law firm's communications as privileged. Sidley believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that the representation will not be a basis for a waiver of any privilege that Sidley would otherwise have for such confidential consultation.

Governing Law and Choice of Forum. The Engagement Letter shall be governed by, and construed in accordance with, the laws of Florida. Any claim arising under or relating to the Engagement Letter or these Additional Terms and Conditions that is not subject to arbitration shall only be brought in the state or federal courts in such State, and the Client and Sidley each agree to submit to the jurisdiction of such courts.

Severability. If any provision of the Engagement Letter or these Additional Terms and Conditions is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect.