



SPARTACUS 3

DUCTUS CONSTANTIA FACTUM
LEADERSHIP • DETERMINATION • ACCOMPLISHMENT

Re: Lobbying Agreement

Dear _____:

Please allow this correspondence to serve as a Lobbying Agreement which, if its terms are agreeable, will act as an Agreement between Spartacus 3, LLC ("Lobbyist") and

V.S.S. INC. ("Client")
once signed below by both the Lobbyist and Client, effective as of the latter date of signature (the "Effective Date"). It is our practice to confirm with an engagement letter certain understandings regarding the manner in which we will perform and bill for services.

This correspondence outlines the services Lobbyist can provide Client with regard to legislative consulting services and government relations. The terms and conditions of this Agreement are stated as follows:

1. Client retains the Lobbyist to represent its interest in business development, marketing, and other governmental matters before aldermen, legislative bodies, administrative bodies, boards and commissions within the City of Chicago to achieve the Client's goals. Client will fully cooperate with Lobbyist as is necessary to help Lobbyist achieve Client's goals. Lobbyist does not engage in the practice of law. Client agrees that attorney Pericles Abbasi may represent it and may perform legal work as directed by Lobbyist for Client to obtain its desired result in exchange for the Consideration set forth in Paragraph 4 to this Agreement
2. This Agreement shall take effect upon payment of the initial fee and remain in effect for a period of six months, commencing with Client's first payment set forth in Paragraph 4 to this agreement. However, this Agreement can be extended with written approval of all parties, and be terminated at any time by any party with 30 days written notice.
3. The Lobbyist shall devote such time and effort in performance of its duties as may reasonably be requested by Client. The Lobbyist shall be available to meet with Client or its representatives on a regular basis. Lobbyist makes no guarantee as to any result.
4. In consideration for the services to be rendered under this Agreement, Client shall pay Lobbyist Two-Thousand Five-Hundred Dollars (\$2,500.00) every month during the term of this Agreement. The first payment shall be due on the Effective Date, with subsequent payments due the first day each following month. Lobbyist shall invoice Client for their services as outlined above. This fee is for the Lobbyist's services only. Client will be responsible for all other costs, including, but not limited to, application or filing fees, license fees, fines or taxes due, expert witness fees, postage, plats of survey, and professional document reproduction or graphic material & drafting fees.
5. The Lobbyist shall treat information relating to the activities of Client in these matters as private and confidential and shall not disclose such information to any other party unless asked to do so by Client. This covenant shall survive the termination of this Agreement.

7. It is understood and agreed that the operations of the Lobbyist are those of an independent contractor, and that the Lobbyist has the authority to control and direct the performance of the details of the services to be rendered and performed.
8. It is further agreed that the Lobbyist is not an employee of Client, and that the Lobbyist is not, except as herein provided, subject to control by Client.
9. The Lobbyist shall consult with, and secure the approval of Client or its designee prior to undertaking any actions, whether verbal or in writing, including but not limited to, the preparation and/or dissemination of position papers or other materials.
10. This Agreement shall be personal to the parties and shall not be assignable or transferable in any way without the express consent of either party.

If the foregoing accurately reflects the understanding reached by Client and Lobbyist, please sign this document in the space indicated below. Once signed by both Client and Lobbyist, the above terms of this Agreement will be a legally-binding contract between the parties, governed by the laws of the State of Illinois, effective as of the later date below.

IN WITNESS WHEREOF, the parties have executed and set their seals to this Agreement which shall be effective as of the later date written below.

LOBBYIST - Spartacus 3, LLC

Sign: _____

Date: _____

Luis Arroyo

CLIENT

Sign: _____

Date: _____

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