

LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2011, by and between Cheryl Axley LLC., a consulting firm with offices at 90 E. Milburn Ave., Mount Prospect, IL 60056 (hereinafter called "Axley"), and the Orland Fire Prevention District, 9788 W. 151st Street, Orland Park, IL 60462 (which may hereinafter called "Orland").

WITNESSETH:

WHEREAS, ORLAND FIRE PREVENTION DISTRICT wishes to retain Cheryl Axley, LLC to perform certain lobbying services (hereinafter more particularly described) on behalf of the Orland Fire Prevention District and its subsidiaries in the State of Illinois; and

WHEREAS, AXLEY has represented to the Orland that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Axley, as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Terms and Termination.

(a) This agreement shall be effective as of June 1, 2011, and shall continue in full force and effect through May 31, 2013, for a period on two years; provided further, however, that Orland may terminate this Agreement with respect to itself pursuant to Section 4.

(b) For and in consideration of Axley's performance of services in accordance with the terms and conditions of this agreement, Orland shall pay Axley as follows:

- (1) a fee of \$5,000 per month, payable upon monthly invoice, for the period of June 1, 2011 through May 31, 2012; and
- (2) a fee of \$6,000 per month, payable upon monthly invoice, for the period of June 1, 2012 through May 31, 2013.

(c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If Orland determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, Orland shall reimburse Axley for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by James P. Hickey, or authorized representative designated by the Orland, prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. **Lobbying Services.**

- (a) Orland hereby retains Axley, and Axley, hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Orland and its subsidiaries in the State of Illinois performing lobbying services (hereby called "Services"). Such Services shall include, but not be limited to, the following:
 - (i) Directly working with members of the Illinois General Assembly, Governor's Office, State Agencies, and any other legitimate sources to represent the interests of Orland under legislation currently or introduced in the future, in the Illinois General Assembly;
 - (ii) Monitoring and keeping the Orland apprised on a regular basis of all legislation, bills, amendments, and regulatory activity now pending or proposed, or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of the Orland or its subsidiaries; and
 - (iii) Providing Orland with information and guidance as to the matters described in subsection 2 (a) (i) and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (iv) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of Orland or its subsidiaries; and
 - (v) On instructions from an authorized representative, undertaking such actions as Orland may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of Orland and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (b) Axley shall provide Orland, upon request, with written reports on its activities under this Agreement.
- (c) Axley shall maintain close liaison and frequent communication with James P. Hickey, or the authorized representatives designated by Orland, particularly during critical periods or on priority items.

3. **Confidentiality.**

Inasmuch as in the rendering of Services hereunder, Axley, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to Orland, and additional information and data will be made available to or developed by Axley; Axley agrees to treat and maintain all such information and data as Orland's confidential property and not to divulge it to others at

any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by Orland, unless and until such information becomes a part of the public domain or Axley legally acquires such information without restriction on disclosure from sources other than Orland or other companies with whom Orland has a business relationship.

4. **Relationship with Other Clients.**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of Orland or its subsidiaries and those of Santiago's other clients, Axley agrees to notify the potential conflict promptly to Orland and shall, if so directed by Orland refrain from performing services with respect to such area of competing interest. Axley agrees that Orland shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to Axley, if, and in the Orland's sole judgment, but upon reasonable basis, Axley's representation of its other clients conflicts with the best interests of Orland's or its subsidiaries.

5. **Independent Contractor.**

Axley is and shall act as an independent contractor in performing Services hereunder.

6. **Non-Assignment.**

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.


7. **Miscellaneous.**

- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Axley's performing Services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Cheryl Axley LLC

Orland Fire Prevention District

By 
Cheryl Axley

By 
James P. Hickey