

FUNDRAISING SERVICES AGREEMENT

THIS FUNDRAISING SERVICES AGREEMENT (the "Agreement"), is made and entered into as of the 1st day of February, 2009, by and between the REPUBLICAN PARTY OF FLORIDA, with offices at 420 East Jefferson Street, Tallahassee, Florida, 32301 (the "RPOF"), and Victory Strategies, Inc., (the "Consultant"), a Florida corporation whose address is P.O. Box 1735 Tallahassee, FL 32302

WHEREAS RPOF wishes to engage Consultant as a general finance consultant to be responsible for the coordination of all major donor programs and the general oversight and coordination of all independent fundraising consultants; and

WHEREAS Consultant desires to provide such services to the RPOF;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, agreements, representations, warranties, terms and conditions set forth in this AGREEMENT, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the RPOF and Consultant, intending to be legally bound, agree as follows:

1. THE INITIAL TERM OF THIS AGREEMENT SHALL BE TWO (2) YEARS. The initial term of this Agreement shall commence on February 1, 2009, and shall conclude on December 31, 2010, unless terminated by either party in accordance with the provisions set forth below. Thereafter, this Agreement may be renewed for successive terms if agreed to by the Chairman of the RPOF and Consultant in a writing signed by both parties. This Agreement may be terminated by either party, at any time and for any reason, upon thirty (30) days prior written notice to the other party.

Consultant agrees and acknowledges that the obligations contained in paragraphs 3 and 5 below shall be binding for the full term of this contract notwithstanding any earlier termination of this contract by any Party.

2. SERVICES PROVIDED BY CONSULTANT. Consultant shall be the general finance consultant be responsible for the coordination of all major donor programs and the general oversight and coordination of all independent fundraising consultants

3. COMPENSATION TO CONSULTANT. The RPOF shall compensate Consultant for services provided according to the following schedule:

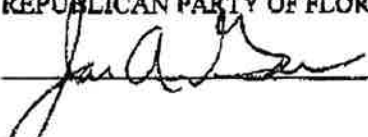

RPOF shall pay Victory Strategies, Inc. a 10% commission on all gross revenue generated each month for all major donor contributions to RPOF. Commission payments shall be made no later than the 5th of each month for major donor income derived from the previous month. No additional compensation shall be owed or paid to Consultant unless mutually agreed upon in writing.

4. CONFIDENTIALITY. Consultant has signed and acknowledges that the Republican Party of Florida Consultant/Vendor Confidentiality and Non-Disclosure Agreement is an integral and material part of this Fundraising Services Agreement. In addition to the terms of the Non-Disclosure Agreement, Consultant acknowledges that all matters related to the finance plan, income received, and all financial information or discussions relating to these topics shall not be disclosed to any person, including major donors or members of the RPOF Finance Committee, without the express approval of the Chairman or Executive Director of the RPOF.

5. **MISCELLANEOUS.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida.

This Agreement and the Republican Party of Florida Consultant/Vendor Confidentiality and Non-Disclosure Agreement encompass the entire agreement of the parties, and supersede all previous understandings and agreements between the Parties, whether oral or written. All amendments, supplements or waivers of this Agreement or any of its provisions, shall be in writing and signed by the party as to whom enforcement of such amendment, supplement, waiver or modification is sought.

The parties have executed this Agreement as of the date first set forth above.

<p>REPUBLICAN PARTY OF FLORIDA:</p>  <hr/> <p>Print Name: <u>James A. Greer</u></p> <p>Title: <u>Chairman, Republican Party of Florida</u></p>	<p>CONSULTANT:</p>  <hr/> <p>Print Name: <u>Delaney W. Johnson</u></p> <p>For: <u>Victory Strategies, LLC</u></p>
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