

TROUTMAN SANDERS STRATEGIES

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April 14, 2016

Steve L. Howard
County Administrator
Camden County Commission
200 East 4th Street
Woodbine, GA 31569

Re: Retention of Troutman Sanders Strategies, LLC for public affairs work on behalf
of **Camden County Commission**

Dear Steve:

This will confirm Troutman Sanders Strategies (the “Group”) agrees to perform consulting services on behalf of the Camden County Commission (the “Company”) in regards to the Spaceport Project. This letter will confirm the scope of representation, staffing, compensation and other arrangements.

Scope of Representation by the Group

You have retained the Group to engage support from state and local officials as well as state agencies for the Spaceport Project.

We will consult and work with the Company and the members of the General Assembly in an effort to pass appropriate legislation in support of the Spaceport Project. Additionally, we will consult with various state agencies to gain permits for the project. This effort will involve planning, funding and potential legislative action.

Staffing and Relationship to Troutman Sanders LLP

The Group is an independent ancillary business of the law firm of Troutman Sanders LLP (the “Law Firm”), which owns all of its stock. The Group may, with your prior approval, receive support from attorneys at the Law Firm. In the event of such work by the Law Firm, you will enter into a separate letter of agreement for services with that the Law Firm.

The Group is a Limited Liability Company existing under Georgia law. Although the Law Firm has an economic interest in the success of the Group, the Group is a separate, distinct

legal entity. The actions and responsibility for actions of the Group should not be attributed to Troutman Sanders LLP.

In the performance of the duties under this agreement, the Group will not be providing legal services to you. Accordingly, you will not have an attorney-client relationship with the Group and its employees with regards to the services that the Group will provide related to the agreement.

Conflict of Interest

The Company understands that the Group may provide lobbying and other governmental affairs representation for other persons, corporations and trade associations. The Group agrees, however, that it will not engage in the performance of lobbying and other governmental affairs services which would be in conflict with the Group's obligations under the agreement or in conflict with the goals of the Company in connection with this agreement. At the Company's request, the Group will disclose to you all clients for whom the Group registers and performs lobbying and other governmental affairs services. The Group is not providing legal services as part of this agreement.

Compensation

The Company agrees to pay Three Thousand Five Hundred dollars (\$3,500.00) per month for a term beginning 4/1/16, 2016. Either party may cancel at anytime with a sixty day notice. The Company will not be billed for internal group costs incurred on its behalf, such as telephone (including long distance charges) and telecopy charges, printing and photocopying costs performed in-house, postage, word processing and secretarial overtime.

Acceptance

This letter constitutes the entire understanding between the Company and the Group and supersedes all prior understandings, written or oral, as to its subject matter. Any change must be made or confirmed in writing. If this letter correctly reflects your understanding of the terms and conditions of this agreement, we request that you have an authorized officer of the Company indicate their consent by having the original agreement executed in the space provided below. We will return a photocopy of the fully executed agreement.

We look forward to working with you.

Very truly yours,

TROUTMAN SANDERS STRATEGIES

By:  _____

CAMDEN COUNTY COMMISSION

agrees to the foregoing terms

By:  _____
Steve Howard