

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** (“Agreement”), is made as of 1 July 2019 (the “**Effective Date**”), by and between **NelsonCFO, Inc.** (dba, **Nelson Aerospace Consulting Associates**), with corporate address at **2830 South Hulen Street #105, Fort Worth, Texas, 76109** (“**Consultant**”) and **Camden County Board of Commissioners, a political subdivision of the State of Georgia, 200 East 4<sup>th</sup> Street, PO Box 99, Woodbine, Georgia 31569** (“**Client**”). This agreement is a follow-on revised agreement to a prior agreement (dated January 8<sup>th</sup>, 2018) between the parties.

### BACKGROUND

**A. Client** has embarked upon a multi-year program to implement a long rang strategic plan that includes the development of a spaceport along the coastline of Camden County, Georgia. Recent success with the project by the project team including the Consultant has prompted the need for additional professional / specialist services to move the project forward. These successes include: obtaining agreement to purchase land for the spaceport provided a successful environmental review; concurrence of the vision from local and state officials; initial interest from the space launch community and the research / educational community; positive meetings with the Federal Aviation Administration’s Commercial Space Office (FAA/AST); the hiring of an environmental analysis firm to perform a FAA/AST compliant Environmental Impact Statement (EIS); the publishing of a Draft EIS (DEIS) and the holding of public comment meetings by FAA/AST and the environmental analysis firm; the engagement with the United States Coast Guard (USCG) on the feasibility of establishing federally compliant safety zones near the proposed spaceport site; and the analysis and submission of an application necessary to obtain a launch site operator license (LSOL) from the FAA/AST.

**B. Client**, after having this success, desires to continue the spaceport development process with the Consultant including; follow up to the submission of the LSOL application to FAA/AST; coordinate with FAA spaceport licensing personnel and appropriate coordination with other elements of the FAA and local communities; developing a Master Plan for the implementation of longer term strategic goals, preparing detailed tactical plans to meet the strategic goals, and identifying the resources necessary to carry out these plans; facilitation to help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; perform outreach and coordination with third parties who are potential and current users of spaceport facilities or facilities with the unique attributes that the spaceport and Camden County possess; and to effectively communicate the objectives, plans and status of these efforts to local officials and citizens.

**C. Client**, in order to support the efforts described in B above, desires continued assistance from Consultant and additional subject matter experts who are subcontractors to Consultant, to continue to perform specific tasks and projects to meet the needs of the overall spaceport development and implementation process.

**D. Consultant** has deep prior expertise and experience with the Spaceport Camden project since 2015, and in the area of space vehicle operations within the spaceport environment; has direct knowledge of and working experience with FAA/AST and other international regulators; direct experience with space-related strategic visioning, detailed plan development, and implementation in small entrepreneurial and large corporate environments; has an existing network of subject matter experts that have contributed to the Spaceport Camden project; has a special understanding of the financial and institutional needs and workings of the industry as it relates to the financial markets and operational situations; has worked extensively with third parties who use spaceport facilities

while also understanding the unique characteristics of the spaceport and county; has worked extensively in developing communication strategies for space related entities at the local, governmental, state, national and international levels; and has a special understanding of Client's internal workings that is unique and helpful to Client.

**E. Client** desires to continue to retain the services of Consultant as described in the following agreement.

## AGREEMENT

### **Section 1 - Services**

#### **Description of Services**

Consultant and its employees, affiliates, subcontractors, and assigns (the "Consultant") shall perform the Services described in the Statement of Work (SOW) shown in Annex A, which is attached to and hereby made a part of this Agreement, as and when directed by Client. Modifications to the Statement of Work may be entered into from time to time by the parties, provided that such additions or changes are in writing and approved by both parties prior to the start of work.

During the performance of this contract, Consultant may be tasked to provide certain Deliverables. A "Deliverable" means any item delivered or produced by Consultant or required to be delivered or produced by Consultant as the result of Services rendered hereunder. Deliverables may include, but are not limited to, tangible and intangible work product, reports, memoranda, lists, diagrams, schedules, analyses, procedures, and like items, whether in hard copy or electronic media, incidental to, and containing and embodying the results of, the Services performed under this Agreement.

Consultant shall perform the Services in coordination with persons as may be designated by Client from time to time. Consultant shall use subcontractors for the performance of the Services, in whole or in part, with Client's written consent (email approval is a form of acceptable written consent).

#### **Section 2 - Conflict of Interest.**

Consultant represents and warrants to Client that it is now under no contract or obligation that represents a conflict of interest with the performance by Consultant of its duties under the terms and conditions of this Agreement and the SOW. Consultant will conduct its performance of the Services with impartiality and promptly disclose to Client any and all conflicts of interest that arise, or may arise, in its performance hereunder and the parties will mutually work to resolve such conflicts amicably. A disclosed Conflict of Interest or potential Conflict of Interest is not cause for termination.

#### **Section 3 - Term and Termination**

**Term.** The **Initial Term** of performance of the prior agreement was from early 2015 to the 20 September 2016. A **Second Term** ran from 20 September 2016 through to 30 September 2017. A

**Third Term** was agreed from 1 October 2017 to 31 December, 2018 with an automatic renewal Agreement on January 1, 2019. As of December 2018, it is the desire of Client to have Agreements synchronized with the Fiscal Year of Camden County which is a 1 July to 30 June calendar. Therefore, the **Fourth Term** was from 8 January to 30 June 2019. This **Fifth Term** shall be for the full fiscal year occurring from 1 July 2019 through 30 June 2020. With the signing of this Agreement and hence the commencement of this Fifth Term Agreement, the Fourth Term Agreement shall be mutually terminated by both parties. This Agreement may also be extended further, or in different lengths of time, if both parties agree in writing.

#### **Termination.**

**At Will.** Client may terminate this Agreement at any time upon sixty (60) days written notice to Consultant (the “Termination Date”). In the event of Client’s termination of this agreement Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Termination Date. For clarity, the Termination Date includes the sixty (60) day notice period.

At any time, Consultant may notify Client in writing that Consultant is withdrawing from the agreement (the “Notice Date”) and if Client wishes, the Consultant agrees to continue to perform services for another sixty (60) days or other such lesser term as Client feels is necessary (the “Completion Date”). In the event of Consultant’s withdrawal from the Agreement under these At Will terms, Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Notice Date or the Completion Date, whichever is later.

**Default.** Consultant may terminate this Agreement in the event of a breach by Client of any provision of this Agreement, or if Client becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors or admits in writing its failure to pay debts as they become due. In the event of a termination for default, Consultant shall be entitled to all direct damages incurred by it as a result of the default, as well as to any other rights and remedies available to Client at law or in equity. Consultant may terminate this Agreement if (i) Client has failed to make a payment due under Section 4, (ii) such payment is not subject to a good faith dispute, (iii) no earlier than thirty (30) calendar days after the payment’s due date Consultant gives written notice of its intent to terminate; and (iv) no less than thirty (30) additional calendar days pass, such payment not having been made.

#### **Section 4 - Charges and Payment**

In consideration of the performance of Services under this Agreement, Client shall pay Consultant in accordance with the schedule in Annex B, which is attached to and hereby made a part of this Agreement. Annex B contains three principle payment types: Monthly Retainer for sustaining tasks, an Hourly Rate for ad hoc activities or tasks that exceed certain pre-determined thresholds, and subcontractor / affiliates payments. Client shall be responsible for applicable state and local sales and use taxes imposed on charges for Goods and Services provided by Consultant to Client under this Agreement. Client shall not be responsible for such taxes for which Client has provided Consultant with a valid, properly executed, exemption certificate. At the Consultant’s discretion,

Consultant shall also be allowed to provide hourly services to Client *pro bono* (at no charge), such hours to be reported on monthly invoices with other extra hours.

In addition to the payments for services shown in Annex B, Client shall reimburse Consultant for travel and other direct project expenses when Client has authorized expenses in advance. Client shall approve such expenses which shall be submitted to Client in an itemized format with attached receipts. When on project travel, the daily allowance for meals shall use the daily amount for the city of visit as shown in the GSA schedule minus incidentals. Hotels selected should be those that are well established, reasonable in price and conveniently located near the project travel location.

Invoices shall be paid within ten (10) working days of receipt at one of the Client addresses (including email address) in Section 11 below.

### **Section 5 - Warranty.**

Consultant warrants that all Services performed and all products delivered, including all Deliverables, under this Agreement will comply with the applicable SOW or specification and will be performed in accordance with industry practices and standards. Client shall provide comments to Consultant on any Deliverables within 30 days of receipt and Consultant will promptly correct any errors or nonconformity in the Services or Deliverables provided under this Agreement that are provided by Client within 30 days. Consultant further represents and warrants to Client that Consultant has the right and authority to enter into and perform this Agreement.

### **Section 6 - Ownership of Work Product**

**Ownership.** Unless disclosed by Consultant to Client prior to, or concurrent with, the subject matter being first addressed between the parties or upon delivery of a deliverable marked with the Consultant's copyright, Consultant acknowledges that it is hired to consult for Client and that any original works created for Client that qualify as works made for hire under applicable copyright law shall be considered works made for hire, and that Client shall own all right, title and interest in and to all proprietary rights in all work product or other materials produced by Consultant in the performance of this Agreement. If a work does not qualify as a work made for hire under applicable copyright law and/or has been marked with Consultant's copyright, and/or if Client does not own all right, title, and interest to other material, Consultant hereby grants, conveys, and assigns to Client a global perpetual use license free of charge to such works and materials for their intended purpose(s). This global perpetual use license does not extend to third parties or the public for their use of the Consultant's copyrighted material or intellectual property. . Consultant shall assure that all of its employees and/or subcontractors who are involved in the performance of work under this Agreement have executed agreements with Consultant providing that all work performed by such employees and/or subcontractors relative to the Services hereunder is subject to the provisions of this Section.

**Disclosure.** Consultant agrees to promptly disclose (e.g., upon delivery of a deliverable with Consultant copyright logo) to Client all ideas, works, and inventions, whether or not subject to patent or copyright protection, made, conceived, or actually or constructively reduced to practice by Consultant during the period of this Agreement, whether solely or jointly with others, which refer to or result directly from the Services performed by Consultant pursuant to this Agreement or are obtained by Consultant from any information in discussions and meetings with employees,

consultants, representatives or agents of Client or with its subsidiaries, affiliated or related companies.

**Section 7 - Nondisclosure Agreement.**

During the period of this agreement and for two years after termination, Consultant agrees not to disclose information about Client and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

During the period of this agreement and for two years after termination, Client agrees not to disclose information about Consultant and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

**Section 8 - Survival of Terms**

**Survival of terms.** The provisions contained in sections 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement or any amendments or extensions hereof. In addition, the provisions of Annex A through D that, by their terms, are explicitly intended to survive the termination of this Agreement shall do so.

**Section 9 - Status of Parties**

Nothing contained in this Agreement shall be construed as creating the relation of employer and employee between the parties during the term of this Agreement. Consultant shall not act or be authorized to act as Client's agent in any matter or make any representations on behalf of Client except as expressly authorized in writing by Client.

**Section 10 – Export Control Law.**

Consultant and Client acknowledges that products, software, and technical information (including, but not limited to, services and training) provided by the other Party may be subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. The Parties agree that they will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by either party hereto, each party hereto also agrees to sign written assurances and other export-related documents as may be required for the other party to comply with U.S. export regulations.

**Section 11 - Miscellaneous**

**Notices.** All notices (except expense authorizations and general tasking direction and approvals under the scope of the SOW) which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, registered email, or by facsimile, to the addresses set forth below.

NelsonCFO/NACA – Camden County Professional Services Agreement

|   |  |
|---|--|
| <b>If to Client:</b><br>County Administrator<br>Camden County, Georgia<br>200 East 4 <sup>th</sup> Street<br>PO Box 99<br>Woodbine, GA 31569<br>Attn: Steve Howard<br>Email: <a href="mailto:showard@co.camden.ga.us">showard@co.camden.ga.us</a><br>Phone: +1-912-516-0464 | <b>If to Consultant:</b><br><br>Andrew Nelson<br>NelsonCFO, Inc.<br>2830 South Hulen Street #105<br>Fort Worth, TX 76109<br>Attn: Andrew Nelson<br>Email: <a href="mailto:aanelson2@gmail.com">aanelson2@gmail.com</a><br>Phone: +1-617-899-8873 |
|---|--|

The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement. Notwithstanding any other provision of Section 11, if Consultant's or Client's address changes, Section 11 shall be deemed amended to reflect such address change.

**Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and its successors and assigns. For the purposes of this Agreement, "successors and assigns" of Consultant shall include any person, firm, corporation, or other entity which at any time, whether by merger, acquisition, purchase, or otherwise, shall acquire all or substantially all of the assets of Consultant. This Agreement may not be assigned by Client without the express written consent of Consultant, which may not be unreasonably withheld.

**Disputes.** Any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof that cannot be settled by mutual agreement of the Parties shall be resolved by resort of arbitration through the procedures of the American Arbitration Association ("AAA"). Arbitration shall be by a single arbitrator chosen by the Parties. Specifically, the aggrieved Party shall request a panel of three names from the AAA. The Parties shall select the arbitrator by alternately striking one arbitrator each until only one remains. The aggrieved Party shall have the first opportunity to strike. In all other respects, the rules of AAA then in effect shall apply. The decision of the arbitrator shall be final and binding, and may be entered into a court of competent jurisdiction.

**Applicable law.** This Agreement shall be subject to the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof. Client agrees that any and all causes of action, whether or not arising under this agreement, between the parties shall be brought exclusively in Camden County, Georgia.

**Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the parties to this Agreement, whether prior or subsequent.

**Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.

**Headings.** The section, paragraph, and subparagraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

**Force Majure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided, however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

**Entire agreement.** This Agreement is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to the subject matter hereof. It may not be amended or altered except in a writing signed by the authorized representatives of the parties.

# # # #

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS CONSULTING AGREEMENT, AS OF THE LAST DATE OF SIGNATURE BELOW.

Camden County, Georgia

NelsonCFO, Inc.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
**James H. Starline**

Name

\_\_\_\_\_  
**Andrew Nelson**

Name

\_\_\_\_\_  
**Chairman**

Title

\_\_\_\_\_  
**President**

Title

\_\_\_\_\_  
**XX June 2019**

Date

\_\_\_\_\_  
**XX June 2019**

Date



**ANNEX A - STATEMENT OF WORK (SOW)**

**A.1. Introduction to SOW:** Camden County, Georgia has embarked upon a multi-year program to implement a long rang strategic plan that includes the development of a spaceport near the coastline of Camden County.

The County desires to continue the Consultant’s spaceport development support including: support of the submitted the LSOL application to FAA spaceport licensing activities and continue the appropriate coordination with FAA/AST and other elements of the FAA; upon direct tasking support the development of a Master Plan for the implementation of longer term strategic goals, prepare detailed tactical plans to meet the strategic goals, and identify the resources necessary to carry out these plans; as directed help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; continue to coordinate with 3<sup>rd</sup> parties who are users or potential users of the spaceport and other related parties or entities; and to effectively communicate the objectives, plans and status of these efforts to persons or groups defined by the County.

**A.2. High Level Tasking Description:** In order to support the efforts described in A.1 above, Client desires continued assistance from Consultant and Consultant’s subcontractors to support the overall spaceport development process including, but not excluding other, day to day management of the efforts and other County defined activities.

**A.3. Detailed Tasking Descriptions:** Consultant will assist Client as a strategic business advisor and liaison for engagement with internal team members, local community leaders, existing and potential clients, investors, regulators, contractors, and other parties generally doing business with and for Client. Consultant shall also act as overall project manager of the spaceport development activity as more broadly defined below.

Specifically, Consultant may perform the following tasks as directed by the Client:

**Work Package 1 – Develop Detailed Scope / Work Plan**

Upon tasking by the County, develop a detailed scope of work and work plan for the development of Spaceport Camden County that will be a living document for the project. The initial draft will be developed with the input of the County Administrator and other stakeholders defined in an initial meeting between Consultant and the County Administrator.

Periodically revisit and update the Scope of Work and Work Plan as necessary. The initial work plan will include, but not be limited to, the following additional work packages defined below in this SOW.

**Work Package 2 – Space Information Contributor to Leidos / EIS for Camden County**

Consultant shall act as the Camden County space-related subject matter expert for the Leidos-performed EIS for the proposed spaceport property. Consultant shall work within the scope of the project contracted by Camden County to participate in regular status meetings, progress reporting, and as needed, provide technical review and comment / contributions to the work as directed by the County.

**Work Package 3 – Development of Spaceport License Application**

Within the framework of the required FAA/AST spaceport licensing process and procedures, Consultant shall continue to lead a team of subject matter experts in the development of the FAA/AST spaceport license application.

Consultant shall as necessary: evaluate the breadth and depth of expertise needed; recommend subcontractors and experts who may help efficiently and cost effectively to meet the needs of the application; engage with the potential subject matter experts on scope of work, capabilities, availability, fit with the team, and cost to the project; review the list and recommended subject matter experts with the Camden County Administrator seeking approval for the team member additions; and with approval, make updates and changes to this SOW and pricing Annex B so as to add the subject matter experts to the contract.

Submit and follow the process of the spaceport licensing application to its completion.

**Work Package 4 – Development of Spaceport Development Master Plan / Business Plan**

When directed Consultant shall, with the County Administrator direction, and in the context of the larger and most recent County Strategic Plan, develop a Spaceport Master Plan and Business Plan for the long term development of a world class spaceport in Camden County as one of its four principal pillars to create a strong economy and diversified job base. Attention shall be focused on the development of the spaceport as a magnet for industrial and technology clusters that leverage the multi-modal transport infrastructure associated with the spaceport facility such as deep water barge channel, railroad, highway, and air. Innovative business development approaches and public-private partnerships are to be explored to ensure multiple and diverse revenue streams for the spaceport.

**Work Package 5 – Regular Management Reporting to Camden County Administrator**

Develop and implement effective and regular management reporting processes to ensure the Camden County Administrator is informed and engaged with the project.

**Work Package 6 – Project / Team Oversight, Tracking and Coordination.**

As the team grows, effective day to day project and team management and oversight will be required. This task will establish those practices and implement a cost effective project management, tracking and reporting function for the effort.

**Work Package 7 – Miscellaneous Tasking / Outreach**

Perform other miscellaneous tasks as mutually agreed upon between the parties, and whose tasking descriptions will serve as an extension of this SOW. Assist Client in development of messaging for internal and external communications.

**ANNEX B – PAYMENT TERMS**

**B.1 - Monthly Retainer:** During the Fourth Term of this Agreement NelsonCFO / NACA shall be paid a monthly retainer as shown below and any agreed upon extensions of the Agreement. Should additional team members / employees of NelsonCFO be added to the effort, these additional charges will be added to the list below as a change order executed in writing between the parties.

| <u>Name</u>      | <u>Retainer / Wk</u>        | <u>Monthly Retainer 4 and 5 wk months</u> |
|------------------|-----------------------------|---|
| 1) Andrew Nelson | \$2750/week up to 17 hrs/wk | \$11,000 / mo or \$13,500 / mo            |
| 2)               |                             |   |

**B.2 - Hourly Rate:** During the Fourth Term and any agreed upon extensions, for hours worked in a month over those hours defined in Annex paragraph B.1 above, the Consultant shall be paid an hourly rate as defined below. The number of estimated hours for an ad hoc task, or continuing efforts that need more hours than allocated under the monthly retainer, will be communicated by Consultant to Client in writing (email shall suffice).

| <u>Name</u>      | <u>Hourly Rate</u> |
|------------------|--------------------|
| 1) Andrew Nelson | \$162/hour         |
| 2)               |                    |

**B.3 – Subcontractors:** During the initial term, subcontractors (subject matter experts and others important to the project) may be contracted through NelsonCFO / NACA with the written approval from the Client. This Annex maybe updated from time to time in writing between the parties, to include these subcontractors.

| <u>Name</u>             | <u>Retainer / Wk</u> | <u>Monthly Retainer 4 and 5 wk months</u> |
|-------------------------|----------------------|---|
| 1) Aerospace Corp.      | N/A                  | N/A (see firm fixed pricing in Annex C)   |
| 2) Kimley-Horn          | N/A                  | N/A (see firm fixed pricing in Annex D)   |
| 3) Suchan International | N/A                  | N/A (see firm fixed pricing in Annex E)   |
| 4)                      |                      |   |

**B.4 - Expenses:** Client shall reimburse Consultant for travel and other direct project expenses. Client shall approve such expenses which shall be submitted to Client in Consultant’s normal format which shall include itemized items and receipts. When on project travel, the daily allowance for meals shall use the daily amount for the city of visit as shown in the GSA schedule minus incidentals. Hotels selected should be those that are well established, reasonable in price and conveniently located near the project travel location.

**B.5 - Billing and Payment:** Payment shall be made by Client within ten (10) working days of receipt of invoice from Consultant (email shall suffice), when possible.

**ANNEX C – Aerospace Corporation Pricing**

**C.1 Risk Analysis, Modeling and Inputs to 14 CFR Part 420 License:** Aerospace Corporation of El Segundo, California (Risk Subject Matter Expert (SME)) shall be contracted by Consultant to perform certain risk analysis, modeling and simulation suitable for use in the Launch Site Operators License application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the Risk SME.

**C.2 Firm Fixed Pricing:** The Consultant shall be paid the following upon satisfactory completion of each priced task by the Risk SME. From time to time, tasks for the Risk SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the Risk SME. The prices to be paid for the following pre-defined tasks are as follows:

- C.2.1 Initial Trajectory Model Development & Analysis: \$25,230
- C.2.2 Subsequent Trajectory Analysis: \$2,728  
(one principle variable modification)  
\$10,092 (completely new trajectory)
- C.2.3 Launch Vehicle Trajectory Development: \$2,728
- C.2.4 Miscellaneous Tasking: \$TBD  
(Client written (email) approval required) (will be priced upon definition of task)
  - C.2.4.1 Full Project Report (Phases 1-7, and 11-12): \$30,000

**ANNEX D – Kimley-Horn Pricing**

**D.1 Explosive Siting, Security and Inputs to 14 CFR Part 420 License:** Kimley-Horn of Denver, Colorado (Explosive Siting and Spaceport (ESS) Subject Matter Experts (SMEs)) shall be contracted by Consultant to perform certain explosive siting analysis, modeling and simulation suitable, and other tasks, for use in the Launch Site Operators License (LSOL) application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the ESS SME.

**D.2 Firm Fixed Pricing:** The Consultant shall be paid the following upon satisfactory completion of each priced task by the ESS SME. From time to time, tasks for the ESS SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the ESS SME. The prices to be paid for the following pre-defined tasks are as follows:

|       |  |   |
|-------|--|---|
| D.2.1 | Initial Explosive Siting Model Development & Analysis:               | \$19,900  |
| D.2.2 | Subsequent Explosive Siting Analysis:                                | \$6,900<br>(one principle variable modification)  |
| D.2.3 | Security & Access Control Plan:                                      | \$16,300  |
| D.2.4 | Draft LSOL Application Review:                                       | \$3,900   |
| D.2.5 | Miscellaneous Tasking:<br>(Client written (email) approval required) | \$TBD<br>(will be priced upon definition of task) |

**ANNEX E – Suchan International Consulting, LLC**

**E.1 Review of Program Products for ITAR / MTCR Issues and Impacts:** Suchan International Consulting, LLC (Export Licensing and ITAR / MTCR (ELIM) Subject Matter Experts (SMEs)) shall be contracted by Consultant to perform certain analysis for ITAR / MTCR and export licensing concerns, specifically for various program reports, documents, analysis, modeling and simulation information, and other Ad Hoc tasks, associated with the pursuit of a Launch Site Operators License (LSOL) application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the ELIM SME.

**E.2 Firm Fixed Pricing and Hourly or Day Rates:** The Consultant shall be paid the following upon satisfactory completion of each priced task by the ELIM SME. From time to time, tasks for the ELIM SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the ELIM SME. The prices to be paid for the following pre-defined tasks are as follows:

|       |   |   |
|-------|---|---|
| E.2.1 | Initial Document Review & Analysis:                                   | \$1,500   |
| E.2.2 | Subsequent Ad Hoc Task:<br>(Client written (email) approval required) | \$TBD<br>(will be priced upon definition of task)                       |
| E.2.3 | Hourly Tasks:<br>(Client written (email) approval required)           | \$400 / hour<br>(will be priced upon definition of task)                |
| E.2.4 | Consulting Day Trips:<br>(Client written (email) approval required)   | \$1,000 / day plus expenses<br>(will be priced upon definition of trip) |