

May 1, 2018

Kathryn Kusske Floyd

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Privileged & Confidential

Andrew Nelson
NelsonCFO, Inc.
dba Nelson Aerospace Consulting Associates
2830 South Hulen St.
Fort Worth, TX 76109

Re: Spaceport Project in Camden County, Georgia Camden County

Dear Andrew:

This letter memorializes the ongoing relationship between your company, NelsonCFO, Inc. *dba* Nelson Aerospace Consulting Associates (Consultant) and Venable LLP (Venable). Consultant has been retained by Venable on behalf of Camden County, Georgia (Camden County) to perform consulting and communications services in connection with review of the proposed Spaceport Project in Camden County. Services shall be provided consistent with your preexisting services contract with Camden County and at the further direction of Venable and Camden County.

As part of this engagement, Consultant is being asked under the direction of counsel to develop a communications strategy, prepare a variety of materials, and engage with stakeholders and third parties, among other things. Consultant's work is part of Camden County's overall legal strategy for completing environmental review and obtaining regulatory approval of the proposed Spaceport Project, and is being conducted in anticipation of litigation that is part of that strategy.

The period of performance for this engagement is ongoing, and will continue until such time as Consultant, Venable, or Camden County terminates it. Your fees for this engagement will be paid by Camden County, in accordance with the terms Consultant and Camden County have agreed upon, but such invoices should also be sent to my attention at Venable. Venable shall have no obligations with regard to the payment of your firm's fees or costs.

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Consultant is being retained as an independent contractor, not as an employee of Venable or Camden County. Accordingly, Consultant will have sole financial responsibility for any taxes that may be required for Consultant to conduct business (with the exception of any sales or excise taxes applicable to the services provided to Camden County), and Consultant will not participate in any Venable or Camden County pension plan, welfare benefit plan, or any other fringe benefit plan.

Consultant may, of course, accept employment during this engagement and thereafter, provided that such employment shall not be in any way inconsistent with the performance of its commitments to Camden County. Consultant will not disclose or use any confidential information it receives from Venable or Camden County, or which Consultant prepares in performing this engagement, to the competitive disadvantage of Camden County.

The contract between Consultant and Camden County shall take precedence should any conflicts exist between this engagement letter and your services contract with Camden County, unless otherwise agreed to by Camden County and Consultant in writing.

Venable understands that Consultant may be requesting information from Camden County in order to conduct its work. Those requests are hereby approved by Venable and shall be treated as confidential pursuant to the terms of this engagement letter. All information provided to Consultant by Camden County, Venable, or anyone else acting on behalf of Camden County in connection with this engagement must be treated as confidential, other than any information: (i) which at the time disclosed to Consultant is in the public domain; (ii) which becomes part of the public domain through no fault of Consultant; (iii) which was already in Consultant's possession; (iv) which is independently developed by Consultant without reference to any information provided to Consultant in connection with this engagement; (v) which is communicated to Consultant by a third party who is not, to Consultant's knowledge after due inquiry, subject to any confidentiality obligations with respect thereto; or (vi) which is required to be disclosed by law, including pursuant to the terms of a subpoena or other similar process, or in connection with a litigation, arbitration, or other proceeding—provided, however, that Consultant shall give immediate prior notice of such required disclosure to the undersigned counsel in a manner that will allow Camden County to challenge any such legal process. Except with the consent of Camden County or Venable, the information described in this paragraph is not to be discussed by Consultant for any purpose with any person other than those personnel at your firm directly involved in this engagement whose responsibilities require them to have access to such information.

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Further, Consultant agrees not to disclose the terms of this engagement to anyone other than its legal counsel, accountants, and those employees whose responsibilities require them to have access to such information, unless advance written consent from Venable or Camden County has been obtained.

The same confidentiality standards apply to written materials or other communications between Consultant and Venable, and to all documents and other materials prepared by Consultant in connection with this engagement. All written communications and other products must be marked "**Privileged and Confidential – Prepared Under the Direction of Counsel**" on every page, if practicable. Consultant should immediately notify undersigned counsel of (i) any request by anyone to examine, inspect or copy any documents or records that are in Consultant's possession as a result of this engagement, or (ii) the service of any discovery request, court order, subpoena or summons on your firm that would require the production or disclosure of such documents or records.

At such time in the future when all court proceedings and regulatory approval processes are complete and final (including any appeals), Consultant will return to Camden County or Venable all documents or other materials it has been furnished in connection with the proceedings, as well as all reports, notes, or other documents prepared by Consultant that reflect information, documents or other materials Consultant received from Camden County or Venable; provided that Consultant may retain one copy of its work product for archival purposes, subject to its confidentiality obligations hereunder. Furthermore, because Camden County and Venable recognize that it may be practically impossible to remove all confidential information from electronic storage, Consultant agrees to continue to safeguard all confidential information that is stored electronically in accordance with the other terms and conditions of this engagement.

If this letter conforms to your understanding and this is acceptable to you, please sign the enclosed copy and return it to me. I look forward to working with you and appreciate your cooperation and assistance.

Sincerely,



Kathryn Kusske Floyd

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Approved and Accepted:

Andrew Nelson



Date: 5 July 2018

NelsonCFO, Inc. dba Nelson Aerospace Consulting Associates

2830 South Hulen St., #105

Fort Worth, TX 76109

Steve L. Howard



Camden County Administrator

P.O. Box 99

Woodbine, GA 31569