

# TROUTMAN SANDERS STRATEGIES

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May 27, 2010

Mr. Jim Heitzman  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

**RE: Extension of Engagement with Troutman Sanders Strategies**

Dear Mr. Heitzman:

This letter will constitute mutual agreement to extend the existing engagement between Troutman Sanders Public Affairs Group LLC and Marina Coast Water District dated December 31, 2008 ("Engagement"), and to secure your approval of the "Amended Payment Provision" and other conditions of this representation. We are very pleased that you have decided to extend this agreement and will, of course, answer any questions that you may have about these arrangements.

Under this agreement, the existing Engagement shall be extended for a period of six (6) months beginning July 1, 2010 and ending December 31, 2010. Unless amended, all terms of the Engagement shall apply for the duration of this agreement. Any terms described in this agreement, shall supersede those in the Engagement.

Please be aware that Troutman Sanders Public Affairs Group, LLC is now doing business as "Troutman Sanders Strategies."

## **Amended Payment Provision**

A monthly fee of six thousand dollars (\$6,000), plus reasonable and customary out-of-pocket expenses shall be paid to Troutman Sanders Strategies for a period of six (6) months beginning July 1, 2010 through December 31, 2010. Marina Coast Water District will be billed on a monthly basis for the services at the beginning of each month. Out-of-pocket expenses include travel, lodging, dining and other expenses incurred directly by outside sources in support of our work for you. Marina Coast Water District will not be billed for our internal costs, such as telephone, telecopy, reproduction or postage costs. We will endeavor to contact you in advance of incurring significant out-of-pocket expenses. We shall report out-of-pocket expenses to you on a monthly basis and such expenses will be billed separately from the fee arrangement.

**Acceptance**

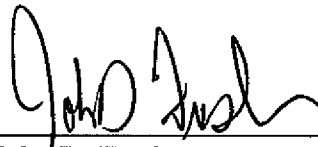
This letter constitutes the entire understanding between Marina Coast Water District and Troutman Sanders Strategies. If this letter correctly reflects your understanding of the terms and conditions of the agreement, we request that you have an appropriate representative of Marina Coast Water District provide your consent by having the duplicate originals of this letter executed in the space provided below. You should retain one of the duplicate originals for your records and return the other to Troutman Sanders Strategies for our records.

We look forward to working with you. I hope that you will let me know at any time how we can improve our service to you. On behalf of Troutman Sanders Strategies, I want to thank you sincerely for the opportunity to be of service.

Very truly yours,

TROUTMAN SANDERS STRATEGIES

By:

  
\_\_\_\_\_  
John D. Freshman  
Principal

Marina Coast Water District agrees to the foregoing terms:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_