

## SITE ACCESS AGREEMENT

This Site Access Agreement (this "**Agreement**") is made this 27th day of July 2017 ("**Effective Date**"), by and between **BAYER CROPSCIENCE LP**, a Delaware limited partnership whose principal place of business is 2 T.W. Alexander Drive, Research Triangle Park, NC 27709 ("**Bayer**"), and **VECTOR LAUNCH INC.**, a Delaware corporation whose principal place of business is 824 East 16th Street, Tucson, AZ, 85719 ("**Vector**") (Bayer and Vector are referred to herein individually as the "**Party**" and collectively as the "**Parties**").

### WITNESSETH:

WHEREAS, Bayer owns a former industrial site comprising approximately 855 upland acres and 6,933 marshland acres located at along Union Carbide Road in Woodbine, Camden County, Georgia (the "**Bayer Site**"), as depicted on the property site map attached hereto as **Exhibit "A"** (the "**Subject Property**"); and

WHEREAS, Camden County, Georgia, a political subdivision of the State of Georgia (the "**County**"), is evaluating the potential to purchase the Subject Property to construct a private space launch facility thereon; and

WHEREAS, the County has invited Vector to undertake a test launch of an unmanned amateur rocket at the Subject Property pursuant to a Certificate of Waiver of Authorization (the "**Waiver**") issued by the Federal Aviation Administration on June 27, 2017 (the "**Test Launch**") as a proof of concept; and

WHEREAS, Bayer previously formulated agricultural chemical products on a portion of the Subject Property and prior owners and operators of the Subject Property manufactured and tested rocket motors and ordinance at various locations on the Subject Property; and

WHEREAS, Bayer is willing to grant access to Vector to perform the Test Launch subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree to this Agreement upon the following terms and conditions:

- 1 Term. The License granted pursuant to this Agreement shall expire sixty (60) days after the Effective Date ("**Term**"), unless the Parties agree to an extension of the Term by written instrument. Upon expiration of the Term, this Agreement shall terminate and shall no longer be in further force and effect. Vector's restoration and indemnity obligations in Sections 2.5 and 2.8 shall survive the termination of this Agreement.

- 2 Access Rights and Conditions. During the Term, Bayer hereby grants to Vector and its authorized employees, consultants, agents, representatives, and contractors (“**Representatives**”) a non-exclusive license to enter upon the Subject Property at reasonable times, as mutually agreed upon between the Parties, for the sole purpose of preparing for, conducting and evaluating the results of the Test Launch. Without limiting the generality of the foregoing, access is not granting for any sampling of soil or groundwater, or any other purpose not expressly approved hereunder. For the purposes of this agreement, Representatives shall include the County and its employees to the extent they are reasonably involved with the Test Launch. Vector and its Representatives will perform the activities, and usual and customary

ancillary activities, described in the Scope of Work attached hereto as **Exhibit “B”** (the “**Work**”), in accordance with the following terms and conditions:

- 2.1 Advance Notice. Vector or its Representatives shall notify Bayer no less than forty-eight (48) hours in advance of any required access to the Subject Property for the Work. The notice shall give the day and time for which access is sought, and the activities to be performed on such day. If access is sought for multiple days, notice must be given of each day (or set of consecutive days) for which access is sought. The notice required by this Section 2.1 may be provided via electronic mail to Bayer’s representative listed in Section 4.2, below.
- 2.2 Coordination with Bayer. Bayer shall have the right, but not the obligation, to accompany Vector or its Representatives onto the Subject Property during performance of the Work. During such accompaniment, Bayer agrees to not unreasonably interfere with the Work and to comply with all of Vector’s reasonable health and safety rules associated with the activities being performed. The Parties shall mutually agree upon any area that will be cordoned off within the Subject Property for any equipment used by Vector and its Representatives to perform the Work.
- 2.3 Access Granted to Property As-Is. Vector acknowledges that it is being granted access to the Property "as-is, where is," without any representation by Bayer as to the condition of the Property or its suitability for the Test Launch or any other activity. Vector understands and acknowledges that (i) prior occupants of the Subject Property engaged in the construction and testing of rocket motors and ordinance and that residues of these activities, including without limitation unexploded ordinance, may be present at the Subject Property and (ii) Bayer is not fully aware of the extent of the dispersal of these residues. Therefore, Vector will be fully responsible for ensuring the safety of its activities and those of its Representatives while on the Subject Property.
- 2.4 Regulatory Compliance. Vector will require its Representatives to comply with all applicable laws, regulations, rules and permits pertaining to the Work and the Subject Property, including, but not limited to, the terms and conditions of the Waiver, as set forth at **Exhibit “C”**, Vector’s health and safety rules and regulations applicable to the Work, the Occupational Health and Safety Act and all applicable aviation, health, safety and environmental laws and regulations governing the Work and for the handling and transport of waste materials and other residuals of the Work. Vector will obtain and maintain all permits, licenses and approvals required for the Work, including without limitation, vehicle preparation, launch and recovery, and for restoration of the Subject Property.

- 2.5 Restoration of Subject Property. Promptly upon completion of the Work, Vector shall restore the Subject Property to substantially the condition it was in prior to engaging in the Work, including the repair or replacement of any and all damage to the Subject Property. The provisions of this Section 2.5 shall survive termination of this Agreement.
- 2.6 Generated Waste Materials. Vector agrees that all water, spent supplies and other waste materials resulting from the Work are the sole responsibility of Vector. Vector shall assume full responsibility for the proper characterization, manifesting, transport, storage and disposal of any materials or wastes generated as a result of the Work, in accordance with applicable law, regulations and procedures. Vector will remove such materials and supplies and all equipment from the Subject Property at the end of the Work but, in any event, prior to the expiration of the Term.
- 2.7 Standard of Performance. The Work shall be performed in accordance with the standards practiced by reputable companies in the commercial space vehicle launch industry.
- 2.8 Vector Release and Indemnification of Bayer. Vector releases and agrees to indemnify and hold harmless Bayer from and against any and all claims, suits, actions, damages, costs, liabilities, obligations, fines or penalties (collectively "Claims") resulting from or arising out of the Work, except to the extent that such Claims arise from actions of Bayer that constitute gross negligence, recklessness or willful misconduct of Bayer or its employees, agents and contractors. The provisions of this Section 2.8. shall survive termination of this Agreement.
- 2.9 Interference. Vector shall take all reasonable steps to minimize the Work's impact on the Subject Property.
- 2.10 Compliance with Site Policies. While on the Subject Property and to the extent applicable, Vector and its Representatives shall comply with all Bayer site policies and procedures. Such policies and procedures, if any are set forth in **Exhibit "D"**. In addition to the foregoing, Vector and its Representatives will comply with reasonable instructions from Bayer personnel.

### 3 Insurance.

- 3.1 Vector shall at its own cost and expense, obtain and maintain in full force the following types of insurance in the minimum amounts set forth below with insurance carriers having a rating of A as to financial strength by the latest edition of A. M. Best Co. effective in the State of Georgia:

- 3.1.1 Workers' Compensation insurance in accordance with the laws of the State of Alabama covering all BCS' employees, subcontractors, or their employees who may be engaged directly or indirectly in any Work hereunder; Employer's Liability Insurance coverage in the amount of \$1,000,000 for its employees;
  - 3.1.2 Comprehensive General Liability insurance including Completed Operations, covering bodily injuries and property damage with combined single limits of \$5,000,000 each occurrence and \$5,000,000 aggregate and endorsed to include this launch activity;
  - 3.1.3 In lieu of appropriately endorsed Comprehensive General Liability insurance Vector should provide evidence of Aviation Premises Liability with limits equal to or greater than those identified in (B) above.
  - 3.1.4 Comprehensive Automobile Liability insurance, including operation of owned, non-owned and hired automobiles covering bodily injury and property damage with combined single limits of \$1,000,000 each occurrence; and
  - 3.1.5 Pollution Liability insurance with combined single limits of \$5,000,000 each occurrence and \$5,000,000 aggregate.
- 3.2 Prior to the commencement of any Work hereunder, Vector shall furnish Bayer with Certificate(s) of Insurance on an Acord form demonstrating the coverages set forth above. No policy provided hereunder shall be cancelled nor materially changed without thirty (30) days' written notice to Bayer. Vector shall cause its insurers to waive all rights of subrogation against Bayer. The waiver of subrogation clause and additional insured wording must be stated explicitly on the certificates of insurance with copies of the endorsements extending additional insured coverage to Bayer also provided.
- 3.3 The above coverages and limits shall apply to any of Vector's Representatives in connection with the Work, and shall not be construed in any way as limits of liability or as constituting acceptance by Bayer of responsibility for losses in excess of insurance coverage or limits. No acceptance and/or approval of any insurance by Bayer shall be construed as relieving or excusing Vector or its Representatives from any liability or obligation imposed by the provisions of this Agreement. To the extent applicable, this Section 3.3 survives the termination or expiration of the Agreement.

#### 4 Notice.

- 4.1 Generally. Except as provided in Section 4.2., below, any notices, consents, claims, demands or other communications required hereunder shall be in writing and shall be deemed received on the following dates: when personal delivery is made (with written receipt); when received by the addressee if sent by U.S. mail with return receipt requested or a nationally recognized overnight courier (receipt confirmation); on the date sent by e-mail if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or on the fifth business day after the date mailed by first class mail, postage prepaid. Such communications must be sent to the respective parties at the following addresses, or to such other address for either party as that party may, by notice, designate:

If to Vector:

Ken Sunshine  
824 E. 16th Street  
Tucson, Arizona 85719  
Phone: 301-379-4511  
[ken.sunshine@vector-launch.com](mailto:ken.sunshine@vector-launch.com)

copy to:

Alex Rodriguez  
824 E. 16th Street  
Tucson, Arizona 85719  
Phone: 520-275-0519  
[alex.rodriguez@vector-launch.com](mailto:alex.rodriguez@vector-launch.com)

If to Bayer:

Mr. Gary R. Darkens  
Head of US Industrial Sales & Product  
Supply Business Development  
Bayer CropScience LP  
2 TW Alexander Drive  
Research Triangle Park, NC 27709  
[Gary.Darkens@Bayer.com](mailto:Gary.Darkens@Bayer.com)

*copy to:*

Chintan K. Amin, Esq.  
Bayer U.S. LLC  
Law Department  
100 Bayer Road  
Pittsburgh, PA 15205  
[Chintan.Amin@Bayer.com](mailto:Chintan.Amin@Bayer.com)

4.2 Access. Notice to Bayer for access to the Subject Property may be made via electronic mail to David Pittman at [david.pittman.ext@bayer.com](mailto:david.pittman.ext@bayer.com) with a copy to Gary Darkens at [gary.darkens@bayer.com](mailto:gary.darkens@bayer.com).

5 Miscellaneous.

5.1 Entire Agreement; Amendment. This Agreement constitutes the full and complete agreement between the parties hereto regarding the matters addressed herein and said parties shall not be bound by any prior statement, special condition or agreements not herein expressed. Any alteration or amendment to this Agreement shall be in writing and signed by the parties hereto. Unless specifically set forth in this Agreement, no other rights or interest in the Subject Property are granted or provided. The parties agree to execute any other forms that are necessary to accomplish the purpose of the Agreement.

5.2 Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts and transmitted electronically, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

5.3 Governing Law. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Georgia (without reference to the laws of any other jurisdiction) and each party hereby consents to the jurisdiction of the federal and state courts located in such State with respect to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of Vector Launch Inc. and Bayer CropScience LP have caused this Agreement to be signed.

**VECTOR LAUNCH INC.**

**BAYER CROPSCIENCE LP**

By: Kenneth H. Sunshine  
Name: Kenneth H. Sunshine  
Title: CFO  
Date: 7/27/2017

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_