

ACCESS AGREEMENT

This Access Agreement ("Access Agreement") is made this 20th day of May, 2016, by and between Bayer CropScience LP, a Delaware Limited Partnership, on behalf of itself and its subsidiaries, parent and other affiliates (collectively "BCS"), and Leidos, Inc., a Delaware corporation, with offices at 20201 Century Boulevard, Suite 105, Germantown, Maryland ("Contractor"). BCS and Contractor are each a "Party" to this Access Agreement, and are sometimes referred to herein collectively as the "Parties."

WITNESSETH:

WHEREAS, BCS owns certain real property located at 5954 Union Carbide Road, Woodbine, Georgia (the "Property"); and

WHEREAS, BCS and Camden County are in negotiations over the potential sale by BCS to Camden County of the Property; and

WHEREAS, Contractor is preparing an Environmental Impact Statement ("EIS") of the proposed Spaceport facilities on the adjacent Union Carbide Corporation ("UCC") property and on a portion of the Property for the Federal Aviation Administration ("FAA"); and

WHEREAS, Contractor requests access on, over, across and under certain portions of the Property, as generally shown on the site maps that are included as **Figures 1 and 2** of the attached **Exhibit A**, for only the limited purposes discussed in the sections titled "I. Wetland Delineation" and "II. Cultural Resources Surveys" in the attached **Exhibit A** (hereinafter collectively referred to as the "Work"); and

WHEREAS, BCS is willing to cooperate with Camden County by granting to Contractor the right to enter upon the Property to perform the Work on the Property, subject to the terms, conditions and limitations set forth herein;

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 Access Agreement upon the following terms and conditions:

1. Access.

a. BCS hereby grants this license to Contractor to enter upon the Property, at dates and times approved by BCS in advance and otherwise subject to the terms of this Access Agreement, to perform the Work.

b. Contractor shall provide forty-eight (48) hours advance notice to BCS by letter or electronic mail any time that they desire to have access to the Property. Such written notice shall state the date and time during which they intend to visit the Property, shall

describe the type and location of any Work to be performed, and shall provide an estimate of the time period over which such Work will be conducted on each day.

- c. BCS may at any time, with reasonable notice: (i) deny Contractor access to the Property or any portion thereof, or (ii) compel Contractor to cease any Work and remove all things that Contractor has brought to or installed upon the Property.
- d. BCS may have one or more representatives present to observe Contractor's Work.
- e. Contractor will provide BCS, upon request by BCS, copies of any reports that have been generated by Contractor as a result of the Work on the Property.
- f. The selection of any other contractors or subcontractors and any and all plans for the Work are subject to the prior review and approval of BCS, which review and approval shall not be unreasonably withheld or delayed. BCS acknowledges that it has previously approved Camden County's selection of Leidos as the Contractor authorized to conduct or oversee the Work, subject to BCS' review and approval of the plans for such Work pursuant to this section.
- g. Contractor will use its best efforts to minimize any interference with BCS's business or use and enjoyment of the Property and to minimize any damage to the Property.
- h. Contractor will undertake no sampling of chemical constituents in soil, groundwater, surface water, or sediments at, on, or beneath the Property without the prior written approval of BCS. Without limiting the generality of the foregoing, Contractor will not undertake any work at the Property other than the Work unless BCS grants express prior written approval of such other work.

2. Contractor's Further Obligations:

- a. Repair and Restoration of Property. Contractor shall notify BCS and Camden County promptly of any damage caused to the Property by reason of Contractor's Work, shall promptly repair any such damage to the reasonable satisfaction of BCS, and shall not store any vehicles, equipment, or materials at the Property without the express written consent of BCS.
- b. Standard of Performance. Contractor will perform any Work in accordance with the standards practiced by reputable professionals in the geotechnical consulting and engineering disciplines and profession.
- c. Regulatory Compliance. Contractor will ensure that any Work, and the handling and transport of any waste materials and other residuals of the Work, are performed in compliance with all applicable laws, rules, and regulations and will obtain all permits necessary to conduct such Work and for the handling and transport of waste materials and other residuals of the Work.

d. Indemnity. In consideration of BCS allowing Contractor access to the Property, Contractor shall defend, indemnify, and hold harmless BCS (including its officers, directors, employees, and agents) from and against all liabilities (including third party liabilities), losses, claims, actions, proceedings, damages, injuries (including death resulting therefrom), property damage, natural resource damage, demands, suits, judgments, orders, fees, fines or penalties (insofar as not prohibited by law), costs and expenses (including without limitation, reasonable attorneys' fees, consultants' fees, and disbursements) to the extent caused by the gross negligence of the Contractor, except such liabilities resulting from gross negligence by BCS or by other contractors or subcontractors taking access under a separate agreement. The obligations of this subparagraph shall survive termination of this Access Agreement.

Contractor's total liability for all of the aforesaid matters will not exceed the insurance limits specified herein. In no event shall Contractor or BCS be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages arising out of or relating to this Access Agreement.

e. Insurance. Contractor will maintain commercial general liability and property damage insurance with a combined single limit coverage of not less than \$2,000,000.00.

3. BCS's Obligations:

a. BCS will make all reasonable efforts to minimize BCS's interference with the Work.

b. BCS hereby authorizes Contractor to erect and maintain temporary barricades or signage to prevent unauthorized persons from entering or drawing near areas where any Work is occurring.

4. No Waiver: No failure or delay by BCS in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any future exercise thereof or the exercise of any other right, power or privilege hereunder.

5. Term: This Access Agreement shall terminate at the earlier of the following: (a) September 30, 2016; or (b) forty-eight (48) hours after any Party gives notice to the other Party that it is terminating this Access Agreement for cause. This Access Agreement may be renewed and extended in writing upon the mutual agreement of the Parties.

6. Miscellaneous:

a. This Access Agreement shall constitute the full agreement by the Parties with respect to Contractor's access to the Property to perform the Work and shall supersede any and all prior agreements and understandings relating thereto.

b. This Access Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

c. No modification or addition to any provision of this Access Agreement shall be binding unless in writing and signed by all Parties.

d. This Access Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws thereof. The Parties hereby agree to submit to the jurisdiction of any court of the State of Georgia or of any federal court sitting in the State of Georgia for purposes of any suit, action or other proceeding arising out of this Access Agreement. The Parties hereby waive any objections to the laying of venue of any action, suit or proceeding arising out of this Access Agreement in any court of the State of Georgia or of any federal court sitting in the State of Georgia.

e. Any notice required or permitted to be given by the terms of this Access Agreement will be delivered by hand or be mailed, postage prepaid, to the following addresses:

If to BCS:

Robert C. Lockemer
Bayer CropScience LP
P.O. Box 12014
2 T.W. Alexander Drive
Research Triangle Park, NC 27709
robert.lockemer@bayer.com

with a copy to:

Chintan Amin
Bayer Corporation
100 Bayer Road
Pittsburgh, PA 15205
chintan.amin@bayer.com

If to Contractor:

Chadi D. Groome
Leidos
20201 Century Boulevard
Suite 105
Germantown, MD 20874
Chadi.D.Groome@leidos.com

If to Camden County:

Steve L. Howard, County Administrator
200 East 4th Street
Woodbine, GA 31569
showard@co.camden.ga.us

with a copy to:

Amy L. Edwards, Esq.
Holland & Knight LLP
800 17th Street, NW
Suite 1100
Washington, D.C. 20006
Amy.edwards@hklaw.com

IN WITNESS WHEREOF, the Parties have caused this Access Agreement to be signed
as of the day and year first written above.

[Signatures on following page]

BAYER CROPSCIENCE LP

By: *R.C. Lockemer*

Name: R.C. LOCKEMER

Title: HEAD, QHSE NA

LEIDOS ("CONTRACTOR")

By: _____

Name: _____

Title: _____

EXHIBIT A

[Leidos April 12, 2016 Memorandum to Steve Howard,
Regarding Field Work Methodology
for the Proposed Spaceport Camden Site]



MEMORANDUM

Date: April 12, 2016
To: Steve Howard
From: Chadi Groome
Subject: Field Work Methodology for the Proposed Spaceport Camden Site

Leidos is requesting access to the proposed Spaceport Camden site to perform field work in support of the Spaceport Camden EIS. This work would involve a wetland delineation and cultural resources field work. The latter would be both archaeological field work and an architectural survey. The cultural resources work will be performed by staff from Cultural Resources Analysts, Inc. (CRA), a subcontractor to Leidos. Leidos employees will perform the wetland delineation.

The following information describes the onsite activities and duration for these efforts. Please let us know if the site owner needs additional information to support this request. Figure 1 is a map of the proposed Spaceport Camden with potential hazardous areas (Tetra Tech 2016).

I. Wetland Delineation

Survey Area. The onsite work for wetland delineation will involve a site walkover and establishment of data observation points to confirm previous delineations at the site. The site walkover will be conducted within those areas identified in the notional site plan to include the launch pad, landing zone, control center, back up control center/visitor's center, access roads and utility access corridors (see Figure 1).

Survey Duration and Staffing. It is anticipated that two Leidos staff would be onsite for 5 days, 10 hours per day.

Field Methods. The site walkover will consist of a number of transects through each of the project areas. Figure 2 shows possible locations for wetland transects as an overlay on Figure 1. The final decision on transect location, transect length and transect spacing will be made in the field.

The project areas consist of "linear facilities" (e.g., roads) and "multi-dimensional facilities" (e.g., launch pad complex). The transects associated with the linear facilities will follow the centerline of the facility and include an area 15 meters from centerline. The transects associated with the multi-dimensional facilities will have a point of origin at the edge of the multi-dimensional facility and be spaced evenly within each facility. Spacing would vary from 50 to 150 meters apart. It is anticipated that approximately 18 transects will be run through the project areas. If a wetland or other surface water feature is identified along any transect, then the extent of that wetland within the project area will be mapped.

Some of these project areas are located on portions of the site that potentially contain hazardous materials. These hazardous materials are munitions and explosives of concern or hazardous substances that are associated with solid waste management units (Tetra Tech 2013).

Observation points will be taken along each transect. The exact number and location of observation points will depend on conditions identified in the field (e.g., terrain, vegetation, presence of wetlands). Activities at each observation point will include digging a soil observation pit with a tile spade to a depth of approximately 24 inches, observing dominant vegetation, taking occasional plant samples for reference, taking GPS measurements, and taking photographs.

Although surveys for biological resources are not being conducted under this effort, should any sensitive species or their habitat areas be observed during the wetland delineation effort, they may be investigated further and documented.

II. Cultural Resources Surveys

II.A. Phase I Archaeological Fieldwork

Survey Area. The Phase I archaeological survey will be conducted within those areas proposed for construction of facilities. This will include proposed access roads, utility access corridors, and direct development areas. It may be necessary to access some project areas by crossing through areas not proposed for construction. The project team will be equipped with GPS units capable of submeter accuracy, which will facilitate locating the required survey areas.

Survey Duration and Staffing. It is anticipated that six CRA staff would be onsite for 10 to 12 days, 8 hours per day.

Field Methods. In accordance with Georgia Council of Professional Archaeologists (GCPA) guidelines, shovel tests will be excavated at a 30-meter (98.4-foot) interval on transects spaced 30 meters (98.4 feet) apart. It is anticipated that a maximum of 950 shovel tests will be excavated. The number of transects and number of shovel tests in each project area will vary and are determined by the size of that individual project area. As noted earlier, these project areas consist of linear facilities and multi-dimensional facilities. The transects associated with the linear facilities will have a point of origin 15 meters from the center line of the road. Two transects will be excavated parallel to the roads, one transect on each side. These transects will be spaced 15 meters from the approximate center line of the road.

The transects associated with the multi-dimensional facilities will have a point of origin at the edge of the project boundary. Transects spaced 30 meters apart will then be placed north-south or east-west throughout the entire project boundary with shovel tests excavated at 30 meter intervals on each transect. If a positive shovel test is encountered, the shovel test interval will be reduced to 10 meters, and additional shovel tests will be excavated as needed to delineate archaeological site boundaries. It should also be noted that the entire surface area of the multi-dimensional project boundaries will

ultimately be subject to pedestrian survey as crew members will traverse the total footprint of proposed development. Certain shovel tests will be excavated outside of the transect in response to topography, visible materials on the surface, disturbance, etc. Access to each project boundary in entirety will be necessary. No shovel tests, however, will be excavated outside the established project boundaries. Each shovel test will measure approximately 30 cm (11.8 inches) in diameter and will be excavated to sterile subsoil, or 80 cm (31.5 inches) below ground surface, whichever is encountered first. All excavated soil will be screened through 1/4-inch wire mesh. Each shovel test will be backfilled once completed. Representative shovel tests will be photographed, and representative views of the project area will also be photographed. In accordance with GCPA guidelines, photographs will be taken of each identified archaeological site. Systematic shovel tests will not be excavated in areas with greater than 50 percent ground surface visibility; surface survey will be conducted in those areas. It is anticipated that very few areas with the requisite surface visibility will be present in the study areas. Shovel testing will not be conducted in areas covered by surface water, or in areas where the slope is greater than 10 percent. In addition, no subsurface testing will be conducted within identified cemetery boundaries that could potentially disturb human remains. These areas will be examined via pedestrian survey only and documented accordingly. No shovel testing will occur outside the perimeters of the project area. When archaeological resources are encountered, the shovel test interval will be reduced to 10 meters (32.8 feet) as needed, and the site boundaries will be delineated based on the results of these tests. Shovel test depths, soil descriptions, and recovered artifacts will be recorded using standardized Shovel Test Forms designed by CRA.

The methods used by CRA to conduct the fieldwork are minimally invasive, and all excavated shovel tests will be backfilled as soon as they are completed. No heavy equipment will be used during the survey, and the work should result in no measurable property damage.

II.B. Architectural Fieldwork – Phase I Above-Ground Structure Survey

Survey Area: The Area of Potential Effect (APE) for this project will be a 5-mile radius surrounding the project footprint.

Survey Duration and Staffing: It is anticipated that two CRA staff would be onsite for 5 days, 8 hours per day.

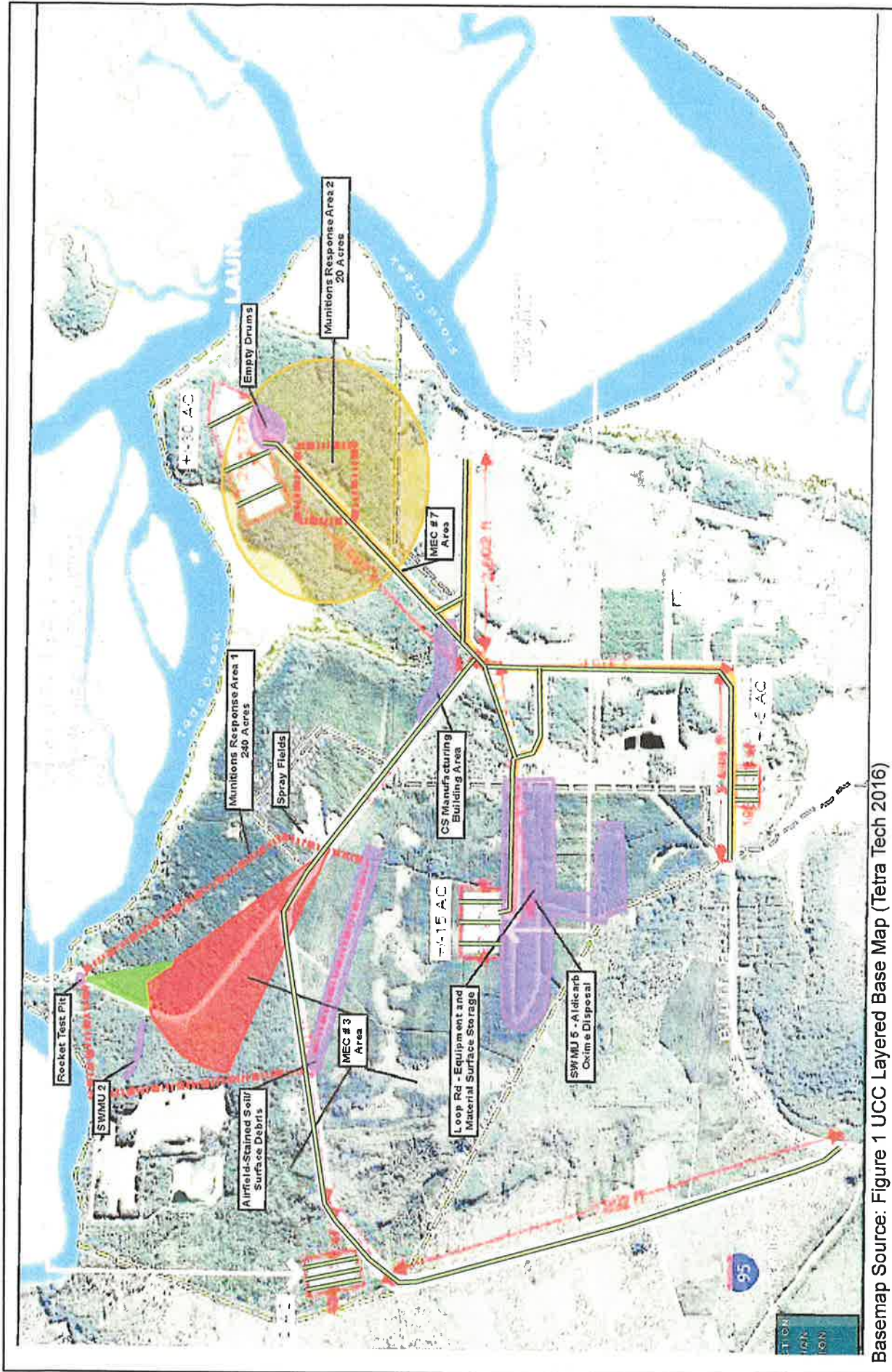
Field Methods: Beyond the project development site, the fieldwork will entail driving all publicly-accessible roads to identify and document historic architectural resources (including buildings, structures, and objects) 45 years of age or older. Properties in this area will not be accessed without owner consent. Within the project development site, CRA will seek to access known historic resources (e.g., cemeteries, monuments, and building ruins) as identified through historic aerial photography, topographic quadrangles, written record, and visual inspection. This will require accessing private roads within the project development site. To the extent feasible, CRA will drive all roads within this area. For properties with known historic resources beyond the roadway, CRA will also require access to the properties by foot where the resources are not visible. Should it be feasible, it may be helpful to have an escort provide access to such remote resources. If resources are covered or obscured with vegetation, CRA will not impact the vegetation in any way but rather will document the resources to the extent

feasible given current conditions. CRA will not seek to enter the interior of any structures. For each resource, CRA will take representative photographs and record the location with a GPS point and on a topographic quadrangle map. CRA will not directly impact or alter any identified architectural resources in any manner.

III. References

Tetra Tech 2013. Phase I Environmental Site Assessment. 5954 Union Carbide Road, Woodbine, Georgia. January 4, 2013

Tetra Tech 2016. UCC Layered Base Map



Basemap Source: Figure 1 UCC Layered Base Map (Tetra Tech 2016)

Legend

- x - x Warning Sign
- [Red dashed box] Munitions Response Area
- [Green box] Former 40mm Test Range
- [Red box] Former 81mm Mortar Test Range
- [Yellow box] Former Open Burning/Open Detonation Area
- [Purple box] SWMU Areas
- [Double line] Wetland Transects



Wetland transects locations are conceptual only.
 Drawing is not to scale.

**Figure 2.
 Potential Wetland
 Transects**