

ACCESS AGREEMENT

This Access Agreement (“Access Agreement”) is made this 23rd day of September, 2015, by and between Bayer CropScience LP, a Delaware Limited Partnership, on behalf of itself and its subsidiaries, parent and other affiliates (collectively “BCS”), Camden County, Georgia, a political subdivision of the state of Georgia, by and through the Camden County Board of Commissioners, with offices at 200 East 4th Street, Woodbine, Georgia, on behalf of itself and its affiliated authorities, agencies, departments, and designated agents (collectively, “Camden County”), and Thomas & Hutton, a Georgia corporation, with offices at 1503 Newcastle Street, Suite A, Brunswick, Georgia (“Contractor”). BCS, Camden County, 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, there are buildings, water supply wells, electrical transmission facilities, roads, and other structures and improvements (collectively, “Improvements”) on the Property that the County desires to inspect and test as part of its due diligence; and

WHEREAS, BCS is willing to cooperate with Camden County by granting to Camden County and Contractor the right to enter upon the Property to perform inspections of the Property and Improvements, and certain kinds of testing of the Improvements, as more particularly described in **Exhibit A**, attached hereto (collectively, “Inspections”), 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 Camden County and 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 Inspections.
 - b. Camden County, on behalf of itself and 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 Inspections to

be performed, and shall provide an estimate of the time period over which such Inspections will be conducted on each day.

c. BCS may at any time, with reasonable notice: (i) deny Camden County or Contractor access to the Property or any portion thereof, or (ii) compel Camden County or Contractor to cease any Inspections and remove all things that Camden County or Contractor has brought to or installed upon the Property.

d. BCS may have one or more representatives present to observe Camden County's or Contractor's Inspections.

e. Camden County will provide BCS, upon request by BCS, copies of any reports generated by Camden County or Contractor resulting from the Inspections.

f. The selection of any contractor and any and all plans for Inspections 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 Thomas & Hutton as one of the contractors (hereinafter, "Contractor") authorized to conduct or oversee Inspections, subject to BCS' review and approval of the plans for such Inspections pursuant to this section.

g. Camden County 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 or the Improvements.

h. Camden County and Contractor will undertake no collection of or drilling into soil, or any 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, Camden County and Contractor will not undertake any work at the Property other than the Inspections unless BCS has given express prior written approval of such other work.

2. Camden County's Further Obligations:

a. Repair and Restoration of Property. Camden County shall notify BCS promptly of any damage caused to the Property by reason of Camden County's or Contractor's Inspections, 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. Camden County and Contractor will perform any Inspections in accordance with the standards practiced by reputable professionals in the geotechnical consulting and engineering disciplines and profession.

c. Regulatory Compliance. Camden County and Contractor will ensure that any Inspections, and the handling and transport of any waste materials and other residuals of the Inspections, are performed in compliance with all applicable laws, rules, and

regulations and will obtain all permits necessary to conduct such Inspections and for the handling and transport of waste materials and other residuals of the Inspections.

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) caused by Contractor, except such liabilities resulting from gross negligence by BCS or by other contractors taking access under a separate agreement. The obligations of this subparagraph shall survive termination of this Access Agreement.

e. Insurance. Camden County will ensure that Contractor maintains 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 Inspections.

b. BCS hereby authorizes Camden County and Contractor to erect and maintain temporary barricades or signage to prevent unauthorized persons from entering or drawing near areas where any Inspections are 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 Parties 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 Camden County's and Contractor's access to the Property to perform the Inspections and shall supersede any and all prior agreements and understandings relating thereto. This Access Agreement does not supersede, amend, or otherwise affect, nor shall it be superseded, amended, or otherwise affected by, any Access Agreement that has been or may be entered into among Camden County, BCS, and any other contractor other than Contractor.

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 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, DC 20006
Amy.Edwards@hklaw.com

If to Contractor:

Charles J. Ezelle, P.E.
Thomas & Hutton
1503 Newcastle Street, Suite A
Brunswick, GA 31520
Ezelle.c@thomasandhutton.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: _____

Name: _____

Title: _____

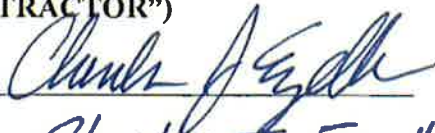
CAMDEN COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through the Camden County Board of Commissioners

By:  _____

Name: James H. Starline

Title: Chairman

**THOMAS & HUTTON
("CONTRACTOR")**

By:  _____

Name: Charles J. Ezelle

Title: Regional Director

EXHIBIT A

Thomas & Hutton will provide consulting services to Camden County to assist with due diligence, assessment and evaluation of the existing site infrastructure for the Bayer property in Camden County, Georgia. Contractor will prepare a report of findings to assist Camden County with determining specific infrastructure components that should be retained for future use.

Site Infrastructure Items Include:

Water System:

1. Coordinate with Camden County to commission the televising and engineering evaluation of the existing wells:
 - Well No. 1 and Well No. 4. The evaluation and report shall determine the condition of the well and pump system, costs to upgrade/rehabilitate, and suitability for future proposed facilities and activities on site.
 - Verify Well No. 2 should be decommissioned and abandoned as per Bayer demolition plans.
2. Water / Fire Suppression System- verify working order, perform flow tests and determine whether all or a portion of the system shall remain.

Sewer System:

1. Verify Septic System locations and mark those to be abandoned in place with fill.
2. Verify septic tanks to remain in service and locate on plans and in the field for preservation and service for buildings to remain.

Dock:

1. Provide recommendations on Dock Facility. (To be verified following site assessment)
2. Perform assessment of dock condition and recommendations for maintenance and budget estimates.

Electrical System:

1. Evaluate existing overhead power system and substation. Provide recommendations for items to remain and those to demolish.

Roads and Drainage System:

1. Perform field assessment and prepare recommendations for roads and drainage system maintenance.

For clarity, none of the foregoing includes, and Contractor and the County shall not undertake, any collection of or drilling into soil, or any sampling of chemical constituents in soil, groundwater, surface water, or sediments at, on, or beneath the Property.