Third Party Site Access Terms and Conditions
PCS Nitrogen, Inc. -- Port Wentworth, Georgia

By signature below on this __ day of April, 2012, United Consulting (hereinafter "Grantee") and PCS Nitrogen, Inc. ("PCS") acknowledge and agree that Grantee may enter upon the PCS property located at 5540 Highway 21 in Port Wentworth, Georgia (the "Property") subject to the following terms and conditions:

1. Prior to entry, Grantee shall provide satisfactory proof of adequate insurance naming PCS as an additional insured on general liability coverages and containing waivers of subrogation in favor of PCS, its affiliates, successors and assigns.

2. PCS' grant of entry hereunder to Grantee shall be exclusively limited to the work specifically described in Exhibit A (the "Work"), provided that this grant of entry does not and shall not be deemed to authorize any environmental sampling or analytical testing.

3. No less than five (5) days prior to entry, Grantee shall provide PCS with its proposed date for performance of the Work. PCS shall have the opportunity (but not the obligation) to have a representative present at all times during the Work and the sampling shall occur on a date mutually agreeable to Grantee and to PCS. At least two (2) business days prior to entry, Grantee shall provide to PCS a copy of its site-specific safety plan.

4. Grantee acknowledges that the Property is a heavy industrial site on which a nitrogen products production facility was previously located and operated, that the nitrogen products production facility was dismantled and removed from the Property, that most of the Property is unoccupied, suffers from uneven terrain, concrete and metal outcroppings, contains a myriad of holes, ditches and holding ponds (frequented by alligators), and other possible hazards and may not be generally suitable for pedestrian or vehicular access. Grantee agrees to conduct its work with extreme caution and hereby waives any and all claims and the right to make any claims against PCS arising from or relating to the condition of the Property. Grantee agrees to implement the Work in a manner that minimizes site interruption and site impact and, immediately upon completion of the site work described in the Work Plan, to restore the Property to its original condition, including off-site disposal of waste and debris. Grantee shall comply with all applicable laws in the performance of any Work described herein. Grantee shall be solely responsible for management of all waste (including environmental media) generated at the Property as part of the Work, including proper off-site management of the waste. Grantee shall provide a copy of its geotechnical testing results relating to the Property to PCS upon (and only upon) PCS' request and at Grantee's sole cost.

5. Grantee agrees to maintain as strictly confidential the information obtained through its grant of entry and its activities performed pursuant to these Terms and Conditions and shall not provide such information to any persons or entities other than the persons or entities on whose direct behalf it is performing these services.

6. All communications to PCS required under this agreement shall be directed to Mr. Glenn Durrence of Thomas & Hutton using the following contact information: Phone 912-721-4066; email: durrence.g@thomasandhutton.com; address: 50 Park of Commerce Way, Savannah, GA 31405.

7. Grantee acknowledges that there may be inherent risks associated with the Property and Grantee assumes all risks associated with the condition of the Property, its performance of the Work and its presence on the Property. To the fullest extent permitted by law, Grantee agrees to indemnify and hold harmless PCS and its affiliates for any losses, claims, damages, liabilities and costs, including, without limitation, damages to the environment, (a) to the extent caused by Grantee's Work at or presence on the Property, or (b) if and only to the extent covered by Grantee's general liability insurance, arising out of or associated with Grantee's Work at or presence on the Property .

Agreed and Acknowledged by:	Agreed and Acknowledged by:
United Consulting:	PCS Nitrogen, Inc.
Name: _____	Name: _____
Printed: Chris L. Roberds	Printed: _____
Title: Senior Executive Vice President	Title: _____

ATI-2509960v5

Each of the borings on the PCS Nitrogen property are planned to be only 5 feet deep, except the two borings at the planned culvert location at the northern edge of the property, which are planned at 40 feet each. A total of six 5-foot deep borings and two 40 feet borings are planned, at this time; however additional borings might be required if soft soils are encountered. Exhibit A-1 provides the portion of the plans showing where United would like to perform geotechnical testing (green dots on the plans).

Our work will be limited to within the planned roadway right-of way. Each of the borings are planned at the centerline of the planned roadway (or ramps at the southern end), except the culvert borings, which are planned at the proposed ends of the culvert.

Borings will be drilled with a typical rubber-tire all-terrain geotechnical drill rig. Some SPT samples and proctor bag samples will be obtained for geotechnical testing (Soil Classification, Standard Proctor, and CBR test). No environmental or analytical testing will be performed as part of our geotechnical work.

The PCS Nitrogen tract is generally wide-open, but some limited clearing with a small dozer might be necessary to provide access to the boring locations for two or 3 borings in the wooded area at the southern end of the property. If clearing is needed, it will be limited to an approximately 10-feet wide path along the planned centerline. We instruct our clearing crews to leave the blade of the dozer about 6-inches off the ground so as to only remove the trees and not to remove the topsoil or ground cover.