

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

**RIGHT OF ENTRY**

Pease Development Authority, Division of Ports and Harbors (“PDA-DPH”), 55 International Drive, Portsmouth, NH 03801, under authority set forth in NH RSA 12-G, grants a Right of Entry (“ROE”) to Jenkins Fuels, Inc. (“Jenkins”) with an address of 114 Dow Highway, PO Box 369, Eliot, ME 03903, to enter property of the State of New Hampshire (“Premises”) pursuant to the terms of this ROE and for the following purposes and for no other uses unless expressly authorized:

**PREMISES:**                    **Market Street Marine Terminal, Portsmouth, NH**

**PURPOSE OF ROE:**        **Sale of Fuel to Granite State Minerals dba Eastern Salt Company (“GSM”)**

**PERIOD OF USE:**           **December 20, 2017 through December 31, 2022**

This ROE is given subject to the following conditions:

1.     The term of this ROE shall be from December 20, 2017 through December 31, 2022.
2.     Subject to the terms and conditions of this ROE, Jenkins is granted a non-exclusive right to fuel GSM salt handling equipment in conjunction with its operating agreement at the Market Street Marine Terminal.
3.     Jenkins shall only provide deliveries of fuel at the Market Street terminal during regular hours, Monday – Friday from 6:00 AM to 4:00 PM. Deliveries outside of these hours must be approved by PDA-DPH.
4.     Jenkins shall indemnify, defend and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney’s fees, consultant’s fees and experts’ fees) resulting or arising from the following during the term of this ROE:
  - A.     any condition of the Premises including any building structure or improvement thereon for which Jenkins has taken possession of hereunder;

- B. any breach or default on the part of Jenkins pursuant to the terms of this ROE, or from any act or omission of Jenkins, or any of its agents, contractors, servants, employees, licensees or invitees; or
  - C. any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including ramp and parking areas) arising out of or incidental to the use, management or control of the area(s) by Jenkins, and activities which are the subject of this ROE.
5. On or before the effective date of this ROE, Jenkins shall provide PDA-DPH with a certificate of insurance evidencing the existence of a Commercial General Liability insurance policy protecting the parties hereto and naming the State of New Hampshire and PDA-DPH as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, PDA-DPH and Jenkins in connection with uses authorized under this ROE, when such liability is imposed on account of injury or death of a person or persons or property damage. Said policy shall provide for a liability limit on account of each accident resulting in bodily injury, death or property damage to a limit of not less than \$1,000,000.00 per occurrence, Workers Compensation coverage to statutory limits and Automobile Liability insurance in the amount of \$1,000,000.00. Jenkins shall also provide Pollution Liability coverage in an amount not less than \$1,000,000.00 per occurrence to cover losses arising from fuel spills at facilities where fuel is dispensed under the terms of this ROE. The Pollution Liability coverage is in addition to the \$1,000,000.00 per occurrence of required General Liability coverage. Insurance provided pursuant to this ROE shall be primary and non-contributing with respect to any coverages, self-insured, or otherwise carried by PDA-DPH, contain a waiver of subrogation and may not be canceled without providing PDA-DPH with at least thirty (30) days advance written notice by registered mail with the exception of non-payment of premium notices.

Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch. 491:8, as the same may be amended.

6. Jenkins may cancel this ROE by giving PDA-DPH thirty (30) days' notice in writing.
7. This ROE may be canceled by PDA-DPH in the event of the failure of Jenkins to perform, keep, and observe any of the conditions of the ROE and the failure of Jenkins to correct the default or breach within the time specified by PDA-DPH by giving Jenkins thirty (30) days written notice of cancellation. This ROE may be canceled immediately by PDA-

DPH in the event Jenkins fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.

8. In the performance of this ROE, Jenkins is, in all respects, an independent contractor, and is neither an agent nor employee of the State of New Hampshire or PDA-DPH. Neither Jenkins nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.
9. Jenkins is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.
10. This ROE may not be assigned or transferred without the express written approval of PDA-DPH.

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**PEASE DEVELOPMENT AUTHORITY**  
**Division of Ports and Harbors**

Date: 1/23/18

Susan M. Lague  
Witness

David R. Mullen  
David R. Mullen, Executive Director

**JENKINS FUELS, INC.**

Date: 1/9/18

Ann L. Hudley  
Witness

Ann Jenkins owner  
Printed Name and Title:  
Ann Jenkins  
Signature