



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

August 24, 2022

James Hayward, President
XI Northeast Fishery Sector, Inc.
1 Peirce Island Rd.
Portsmouth, NH 03801

Re: Right of Entry for Use of Office Space @ Portsmouth Commercial Fish Pier

Dear Mr. Hayward:

On behalf of the Pease Development Authority, Division of Ports and Harbors (“PDA-DPH”), we hereby authorize XI Northeast Fishery Sector, Inc. (the “Northeast Sector”), its employees, agents and business invitees to enter and use (subject to the terms and conditions set forth herein), 123 square feet of office space in a portion of the above-referenced Premises. This Right of Entry (ROE) is granted for a period of two (2) years commencing retroactively on July 1, 2022 for the purpose of providing office space for the manager of the Northeast Sector. The ROE is issued at the sole risk of Northeast Sector XI and for use as expressly set forth herein and for no other use without the written consent of the PDA-DPH. This ROE shall terminate at end of day on June 30, 2024, unless otherwise extended by agreement of Northeast Sector and PDA-DPH.

Please note that the terms of this ROE are expressly subject to and conditioned upon the provisions of NH RSA 12-G, and the following:

Grantor:

Pease Development Authority, Division of Ports and Harbors (PDA-DPH)

Grantee:

XI Northeast Fishery Sector, Inc. & XII Northeast Fishery Sector, Inc. (Northeast Sector)

Purpose:

Office space for use by manager of Grantee.

Premises:

For and in consideration of the fees to be paid, and subject to the terms and conditions set forth herein, the Grantor agrees to permit Grantee the right to use one hundred twenty three

○○○○ TAKING YOU THERE

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(123) square feet of office space with access through a common area, including rest rooms, all as more specifically shown on the plan attached hereto and incorporated herein as Exhibits A and A-1. Grantee agrees that it will leave the Premises in a neat, clean and orderly condition and shall attend to its own trash removal in accordance with the operating guidelines provided from time to time by the Grantor.

Fees:

1. In consideration of the ROE granted, Grantee shall pay to the Grantor a monthly fee of Three Hundred Dollars (\$300.00) commencing retroactively on July 1, 2022 and on or before the first day of each month thereafter during the term of this ROE. All payments shall be mailed or delivered to the offices of Pease Development Authority, 55 International Drive, Portsmouth, NH 03801.
2. PDA-DPH reserves the right to increase fees in connection with this ROE on an annual basis. Notification of fee increases shall be provided on or before May 1 in any given year and shall become effective on July 1 of the same year.

Condition of Premises:

Grantee acknowledges that it has inspected the Premises and all improvements and other facilities thereon, and that it has determined that the said Premises are in apparent good and tenantable condition. Grantee accepts said Premises in their present condition and without any representation or warranty by the Grantor as to their condition or as to the use which may be made thereof and without obligation on the part of the Grantor, to make any alterations, repairs, improvements or additions. Further, the Grantor shall not be responsible for any latent or other defect not known by the Grantor or any change of condition in said Premises.

Insurance and Indemnification:

During the term of the ROE, Grantee shall provide, and shall require all contractors, agents or employees of Grantee to carry insurance as follows:

- (i) worker's compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this ROE;
- (ii) commercial general liability insurance to a limit of not less than One Million Dollars (\$1,000,000) per occurrence/ aggregate with respect to damage to property and to bodily injury or death of any one or more persons and with no deductible or such deductible amount as may be authorized by the Grantor in writing; and
- (iii) to the extent there is an insurable interest, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for owned, hired, and non-owned automobiles.
- (iv) except as prohibited by State law, all policies of insurance shall include a waiver of subrogation in favor of Grantor,

- (v) all commercial general liability and automobile liability policies of insurance shall name Grantor and the State of New Hampshire as additional insureds,
- (vi) all commercial general liability and automobile liability policies of insurance shall be primary and non-contributing with respect to any coverages, self-insured or otherwise, carried by Grantor and the State of New Hampshire, and
- (vii) all commercial general liability and automobile liability policies of insurance shall include a thirty (30) day notice of cancellation provision, with the exception of circumstances involving the non-payment of a premium, in which case ten (10) days' notice will be accepted.

Grantee agrees to indemnify, defend and hold harmless the Grantor and the State of New Hampshire from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses resulting or arising during the term of the ROE and any actions, demands and causes of actions caused by or resulting from (i) any condition of the Premises, which condition first arises during the term of the ROE (ii) from any breach or default on the part of Grantee in the performance of any covenant or agreement to be performed pursuant to the terms of the ROE, or from any act or omission of Grantee, or any of its agents, contractors, servants, employees, licensees or invitees; and (iii) from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of the ROE or as the result of Grantee's exercise of the rights granted to it pursuant to the ROE.

Maintenance of Premises:

Except as otherwise provided in this ROE, Grantor shall maintain in good and tenable condition the common areas of the Grantor property and the structural components and integrity of the building in which the office space is located.

Grantee covenants and agrees, throughout the term of this ROE, without cost to the Grantor, to take good care of the Premises and related improvements and to keep the same in good order and condition at all times.

Grantor shall, in no event, be responsible to Grantee for any condition of the Premises or the common areas caused by any act or negligence by Grantor or Grantee's representatives and invitees.

Term & Termination:

The initial term of the ROE shall be from July 1, 2022 and continuing until the end of day on June 30, 2024. The Grantee may extend the ROE for up to two (2) one (1) year extension options, subject to the approval of the PDA Executive Director. Grantee will notify the Division Director by May 15 of each subsequent term should it wish to extend the ROE pursuant to its options.

This ROE may be terminated by the Grantee for any reason upon sixty (60) days written notice to the Grantor. The Grantor may terminate this ROE for Grantee's failure to abide by any terms of this ROE, which the Grantee fails to remedy within fifteen (15) days of

the date of written notice from the Grantor. Notwithstanding the forgoing, the Grantor may terminate this ROE immediately due to the Grantee's failure to maintain in effect the required insurance policies during the term of this ROE.

Compliance:

In its use and occupation of the Premises and the conduct of its business thereon, Grantee, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements, to the extent in each of the foregoing cases that such are applicable and have the force of law.

Taxes:

The Grantee agrees to hold the Grantor harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. The Grantee agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event the Grantee shares a larger parcel of land with lessees or other parties, Grantee shall pay their duly assessed personal and real estate taxes when due. Nonpayment shall be cause to terminate said ROE by Grantor. The Grantee shall, in addition, reimburse Grantor for any taxes paid by it pursuant to RSA 72:23 I as a result of the failure of the Grantee to pay said taxes.

Additional Provisions:

Grantee agrees and accepts the following conditions to its use of the Premises:

1. The use, occupation and maintenance of the Premises shall be:
 - (a) without cost or expense to the Grantor;
 - (b) subject to the general supervision and approval of the Grantor and the State of New Hampshire; and
 - (c) subject to such rules, regulations and operating procedures as the Grantor may prescribe from time to time.
2. Grantee understands and acknowledges that this ROE allows only temporary use of the facilities. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Grantor activities.
3. Grantor shall not be responsible for damages to property or injuries to persons which may arise from, or be attributable or incident to, the condition, state or repair of the Premises, the use and occupation thereof, damages to the property or injuries to the person of the Grantor's officers, agents, servants, employees, research associates, or others who may be on the Premises at their invitation or the invitation of any one of them.
4. Grantee agrees herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or

XI Northeast Fishery Sector, Inc.
Portsmouth Commercial Fish Pier
July 1, 2022-June 30, 2024

damage to property and bodily injury or death to persons by reason of, or incident to, its entry or the entry by any of its employees, agents, or contractors upon the Premises and/or the exercise of any of the authorities granted herein. Grantee expressly waives all claims against the State of New Hampshire and the Grantor for any such loss, damage, bodily injury or death caused by or occurring as a consequence of Grantee's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.

5. Any actions or proceedings with respect to any matters arising under or growing out of this ROE shall be instituted and prosecuted only in courts located in the State of New Hampshire. Nothing contained in this ROE shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, provided however, that Grantor agrees to waive immunity for contractual claims under this ROE to the extent permitted under NHRSA 491:8, as the same may be amended.

6. The Sector agrees to comply with all Administrative Rules and Policies promulgated by the Pease Development Authority, Division of Ports and Harbors.

If these terms and conditions are acceptable to you, please sign the ROE in the space provided and return them for countersignature along with evidence of insurance, as required prior to the commencement of any activities in connection with this ROE.

Sincerely,



Paul E. Brean
Executive Director

I have read the foregoing and I hereby agree and accept terms and conditions of this Right of Entry.

XI Northeast Fishery Sector, Inc.

By:



James Hayward

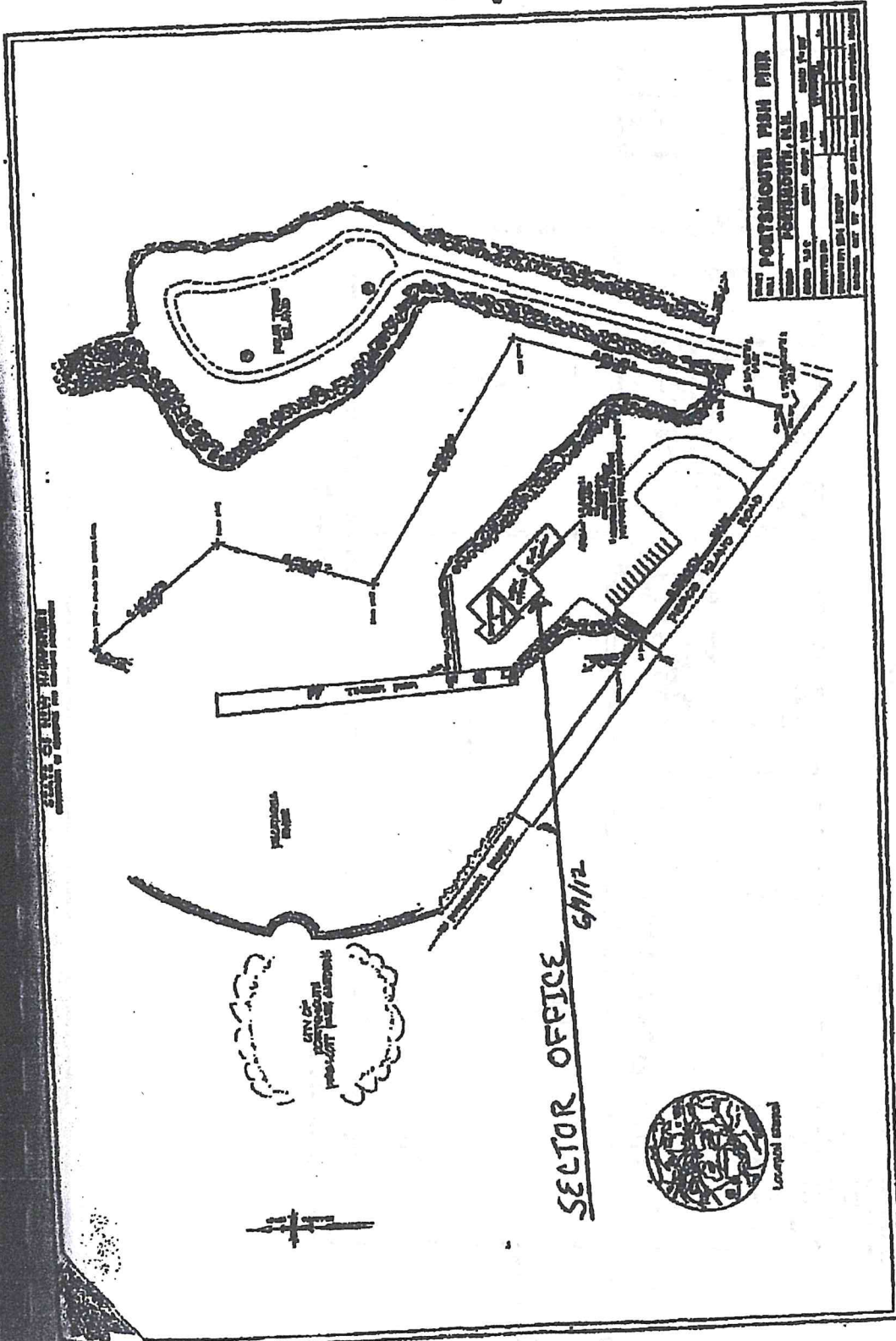
Its: President
duly authorized

Date: SEPTEMBER 1, 2022

EXHIBITS A & A-1

PREMISES

A



A-1

