

October 28, 2020

**Via email: [rbrown@aeroclave.com](mailto:rbrown@aeroclave.com)**

Ronald D. Brown, MD  
CEO and Managing Partner  
AeroClave LLC  
4001 Forsyth Road,  
Winter Park, FL. 32792

**Re: Right of Entry - Portion of Hangar 227, 14 Aviation Avenue  
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Brown:

This letter will authorize AeroClave LLC ("AeroClave") and/or its agents and contractors to enter Hangar 227 and use a portion of Hangar 227, as designated by PDA Airport Operations (the "Premises") totaling 10,000 square feet as shown on the attached **Exhibit A**, commencing November 1, 2020, through April 30, 2021, for cold storage, at its sole expense and risk. This Right of Entry will expire at the end of day on April 30, 2021, unless otherwise extended by agreement of AeroClave and the Pease Development Authority.

This authorization is conditioned upon the following:

1. The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.

2. AeroClave's understanding that Hangar 227 has potential environmental contamination and active environmental contamination monitoring and mitigation systems in place, and its acceptance of the risks such conditions present. PDA shall not be responsible for damages to property or injuries to persons which may arise or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the persons of AeroClave's officers, agents, servants or employees, or others who may be on the Premises at AeroClave's invitation or the invitation of any one of them. AeroClave's further understanding that the Premises is not heated and there is no fire suppression system(s) within the Premises or Hangar 227.

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3. AeroClave's agreement 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 damage to the Premises, real or personal property, including the items stored on the Premises, and 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. AeroClave expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of AeroClave's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. AeroClave further agrees to indemnify, save, hold harmless, and defend (with counsel acceptable to the PDA) the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of AeroClave's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. AeroClave understands and acknowledges that this Right of Entry is solely for aviation-related purposes and: (a) allows only temporary use of the Premises for the staging, storage, and breakdown of aviation related equipment only (no equipment maintenance or other maintenance or mechanical related activities are permitted on the Premises); the movement of AeroClave's equipment in and out of the Premises shall be conducted by AeroClave personnel without spending any unnecessary or additional time within Hangar 227, with the hangar doors remaining open while AeroClave personnel are present within the Premises; (b) requires AeroClave to move any of its equipment stored within the Premises upon the request of the PDA; (c) is granted on a non-exclusive basis; and (d) may be revoked at will by PDA, or terminated at will, upon fifteen (15) days written notice and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance, and shall not cause disruption to other Airport activities.

5. AeroClave, and/or any agent of AeroClave, providing to the Pease Development Authority satisfactory evidence of comprehensive aviation general liability insurance and hangarkeepers liability insurance, both to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00); environmental liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; and evidence of workers compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of AeroClave which would otherwise



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result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of AeroClave that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

6. AeroClave's agreement herein that, AeroClave shall, upon fifteen (15) days written notice from Pease Development Authority, vacate and, at Pease Development Authority's election, restore said premises to its condition prior to the storage of its equipment.

7. AeroClave's agreement herein to coordinate with PDA Airport Operations to access Hangar 227 for the purposes of delivery and retrieval of its equipment stored on the Premises. The Airport Operations may be reached at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m.

8. AeroClave's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises. AeroClave acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises.

9. AeroClave agrees to pay PDA a user's fee (10,000 sq. ft. @ \$1.00 per sf per annum) in the amount of Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33) per month, in advance, prorated, for each month, or portion thereof, that the Premises are used. Each month during the term of this Right of Entry, PDA will bill AeroClave for the user's fee to be incurred during that month. AeroClave shall make payment to the PDA within ten (10) days.

10. To the extent applicable, in addition to the Fee required to be paid under the terms of this Right of Entry, AeroClave shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of the ROE Fee. To the extent the Right of Entry Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, AeroClave may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the Right of Entry Premises, or on AeroClave for all three of fire, police and roadway services and PDA either has

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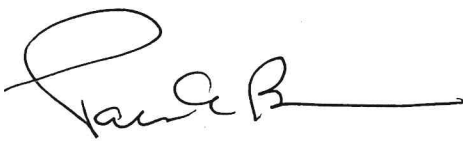
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no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this Right of Entry shall terminate.

In the event the Right of Entry Premises, or any portion thereof, are removed from the Airport District, AeroClave shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

11. The Premises is located within the Midfield Parcel which is part of the Airport Security Identification Display Area ("SIDA"). Individuals may not enter or remain within the SIDA without a qualified escort. Designated representatives of AeroClave will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the AeroClave to gain access to and remain on the Premises. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the Premises, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks, and pay any applicable fees. Information regarding escort requirements and training classes can be obtained by calling the Airport Operations Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee, or agent of the AeroClave will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program.

Please indicate by your signature below AeroClave's consent and return the same to me.

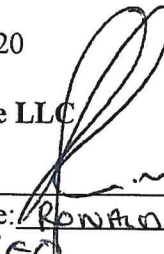


Very truly yours,

Paul E. Brean  
Executive Director

Agreed and accepted this 9 day of NOVEMBER 2020

AeroClave LLC

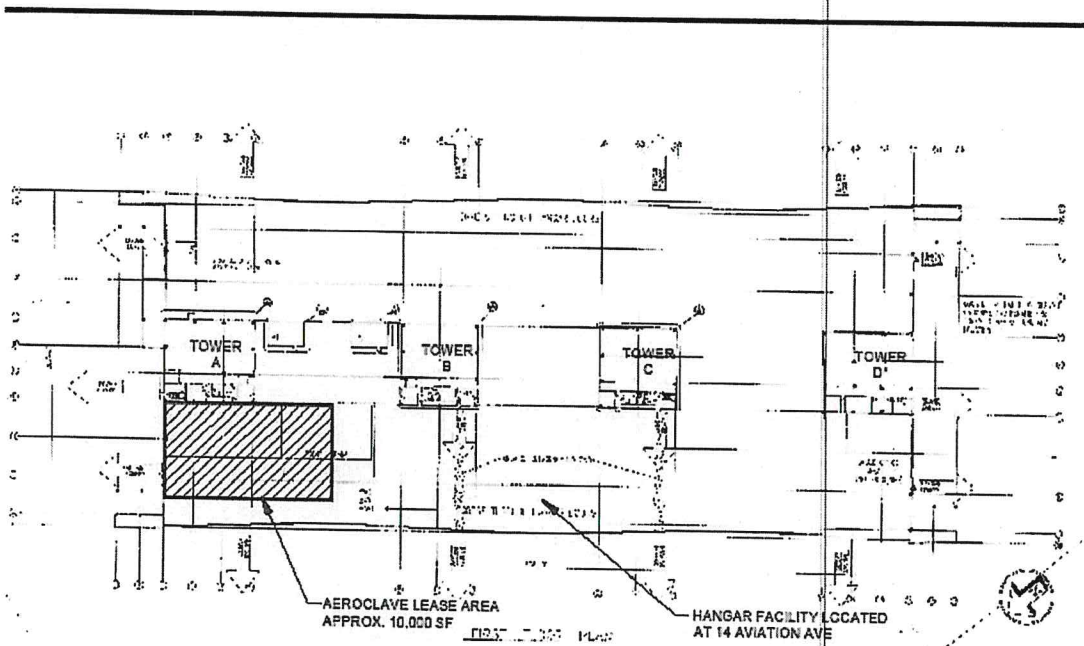
By:   
Print Name: ROWAN J. BROWN  
Its: CEO

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**EXHIBIT A**

**PREMISES**



**SPACE LEASED TO AEROCLOAVE AT 14 AVIATION AVE**

DESIGNED BY: MRM    DATE: 10/28/2020    SCALE: NTS

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

