

July 17, 2020

Via email: rbrown@aeroclave.com

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

**Re: Right of Entry for Use of a portion of the Midfield Parcel
Portsmouth International Airport at Pease, Portsmouth, NH**

Dear Mr. Brown,

This Right of Entry will authorize AeroClave, LLC (AeroClave) and/or any of its agents or contractors to enter upon and occupy a designated 3.12 acre+/- portion of the Midfield Parcel at the Portsmouth International Airport (the "Premises") (see Exhibit A) from July 28, 2020 through December 31, 2020 for the purpose of performing a large frame aircraft decontamination prototype demonstration for the United States Air Force on the Premises, including the placement of a temporary structure on the Premises for such demonstration, and for no other use without the express written consent of the Pease Development Authority ("PDA"). In addition, during the term of this Right of Entry AeroClave shall have the right to utilize the 12 motor vehicle parking spaces shown on Exhibit B, which shall be included as part of the Premises. 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. This Right of Entry shall terminate at 11:59 p.m. on December 31, 2020.

1. AeroClave understands and acknowledges that this Right of Entry; (a) allows only temporary use of the Premises and related facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will 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. AeroClave shall be registered to conduct business within the State of New Hampshire at all times during the term of this Right-of-Entry, and shall obtain any other Federal, State, or local permits required for its intended operation on the Premises.

2. 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 risk of loss or damage to property 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 PDA 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 the PDA, 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.

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3. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of AeroClave's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.
4. a. AeroClave agrees to provide PDA with satisfactory evidence that its insurance covers AeroClave and any of its agents and/or contractors for the operations designated in the terms of this Right of Entry. Said insurance shall include: a) commercial general liability insurance to a limit of not less than Four Million Dollars (\$4,000,000), naming the PDA as additional insured which shall include riders for environmental liability and pollution liability; b) automobile liability insurance coverage in the amount of One Million Dollars (\$1,000,000); and c) workers' compensation coverage to statutory limits.
 - b. 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 result in forfeiture or reduction of the insurance therein provided shall affect or limit the rights of the additional insured, (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice to PDA, (iii) provide that the insurer shall have no right of subrogation against the PDA and (iv) 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.
 - c. In the event AeroClave is unable to provide satisfactory evidence of insurance for any of its agents and/or contractors, then, any agent or contractor of AeroClave not insured by AeroClave, shall provide PDA with satisfactory evidence of insurance as required in paragraphs 4.a. and b. above.
5. AeroClave shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry.
6. AeroClave shall coordinate the initial snow removal with the Pease Maintenance Department to ensure snow removal is done appropriately and snow storage is in a location acceptable to the PDA. All snow removal, sanding, and salting of the Premises shall be at AeroClave's own cost and expense.
7. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of AeroClave's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.
8. AeroClave's agreement that AeroClave's maintenance and management of the Premises shall be done at AeroClave's own costs and expense.
9. AeroClave understands and acknowledges that it shall coordinate with the PDA Airport Management Department and Engineering Department for use of the Premises.
10. AeroClave covenants and agrees that at no time during the use of the Premises shall trailers or portable toilets be placed within 200 feet of the area utilized by PDA tenant PlaneSense, and final staging plans for the premises are at the discretion of PDA.

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11. AeroClave agrees to pay PDA a user's fee (135,907 sq. ft @ \$0.35 per sf per annum) in the amount of Three Thousand Nine Hundred Sixty-Three Dollars and Ninety-Five Cents (\$3,963.95) 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.

In addition to the users' fee, AeroClave agrees to pay for stationing airport security operations agents at the entrance gate to the Premises consistent with all TSA requirements. There will be no cost for airport security agents Monday through Friday, 0700 to 1600. Airport security agents will be billed at an hourly rate of \$49.50 Monday through Friday, 1600 to 0700, Saturdays and Sundays for twenty-four hours, and any Holidays.

In the event the C-130 aircraft is not stored on the Premises during the term of this Right of Entry, the Premises shall be reduced in size to 1.95 acres (84,973 square feet) and the user fee shall be (84,973 Sq. ft. @.35 per sf per annum) in the amount of Two Thousand Four Hundred Seventy Eight Dollars and Thirty Eight Cents (\$2,478.38) per month. Should storage of the C-130 at PSM be necessary after termination of the Right of Entry, a separate storage agreement shall be required.

12. AeroClave hereby acknowledges that vehicles will enter and exit the Premises through Gate 16. Access to Gate 16 must be arranged in advance through the PDA Airport Operations Department at (603) 433-6536. Gate 16 has a height limitation of approximately 16-feet. AeroClave shall have access to water from the fire hydrant located in proximity to the Premises, however the use of water from said fire hydrant shall be coordinated through and billed by the City of Portsmouth.

13. This Right of Entry is subject to the receipt of a written FAA Determination that the project:
- a) poses no hazard to air navigation and
 - b) is determined to be compliant with the airports federal obligations and assurances.

This determination requires AeroClave to file FAA Form 7460-1 "Notice of Proposed Construction or Alteration" with the FAA at least 45 days prior to the proposed project start date. AeroClave shall utilize flashing beacons on structures and cranes as required by the FAA or PDA.

14. 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 the 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.

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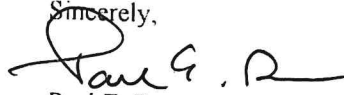
15. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this ROE, AeroClave shall also pay to the PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the 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 within ten (10) days of PDA's submission of an invoice to AeroClave at the times and in the fashion provided for the payment of the ROE Fee. To the extent the ROE 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 ROE Premises, or on AeroClave for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this ROE shall terminate.

The Municipal Services Fee for agreements less than six months in duration is 10 % of the total fee assessed for the use of the property.

In the event the ROE 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 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.

Please indicate by your signature or the signature of a duly authorized representative, the consent of AeroClave to the terms of this Right of Entry and return the same to me before occupancy of the Premises begins.

Sincerely,



Paul E. Brean
Executive Director

Agreed and accepted this 23 day of July, 2020

AEROCLAVE LLC

By: 

Print Name: Ronald J. Brown M.D.

It's Duly Authorized: CEO

cc: Anthony I. Blenkinsop, Deputy General Counsel
Andrew Pomeroy, C.M. Airport Operations Manager
P:\ROE\AeroClave LLC\Midfield Parcel - 7-29-2020 - 12-31-2020.docx

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EXHIBIT "A"

PREMISES

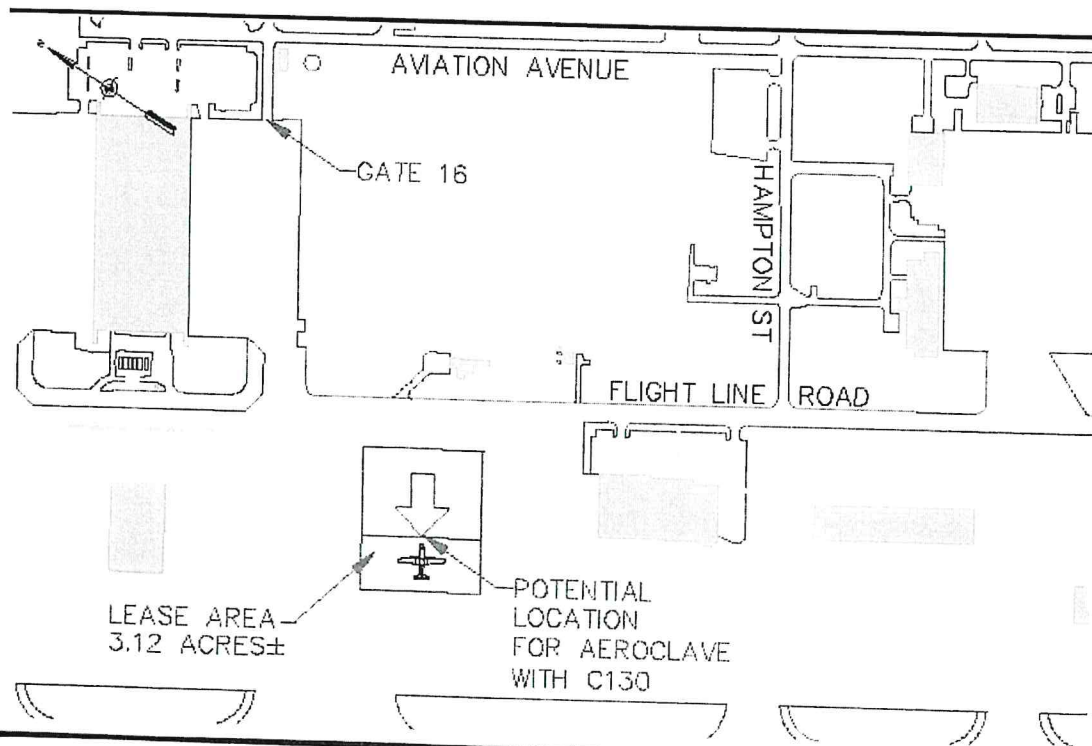


Exhibit Depicting Potential Location for AeroClave at PSM

DESIGNED BY: MRM DATE: 2/14/2020 SCALE: 1"=300'

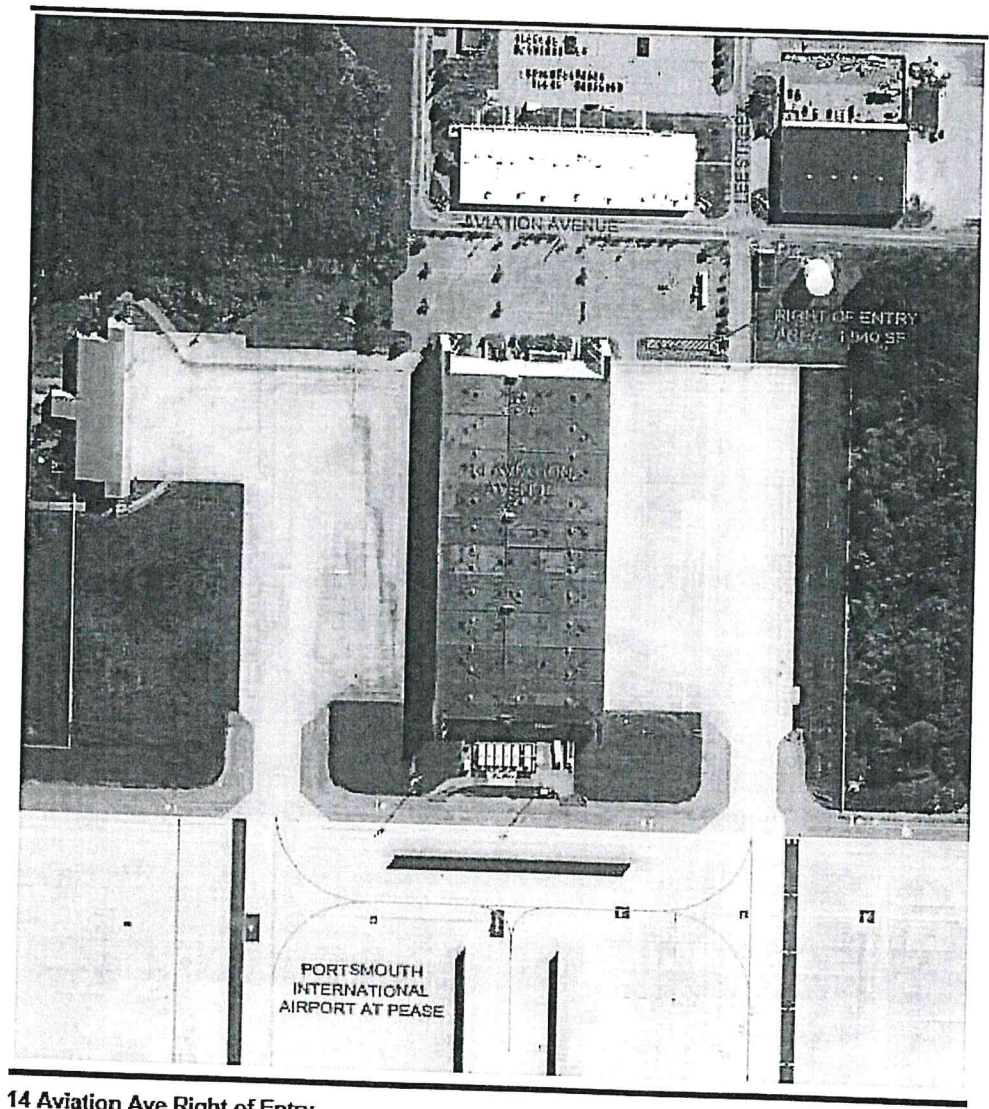
 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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EXHIBIT "B"

12 Motor Vehicle Parking Spaces



14 Aviation Ave Right of Entry

DESIGNED BY: MRM DATE: 7/15/20 SCALE: 1"=200'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801