

February 17, 2021

Mr. William Stone, CEO
AllClear Healthcare, LLC
32 Everett St.
Beverly, MA 01915

**Re: Right-of-Entry for Use of Parking Area
100 New Hampshire Avenue, Portsmouth, NH**

Dear Mr. Stone:

This letter will authorize AllClear Healthcare, LLC, with an address of 32 Everett St., Beverly, Massachusetts, 01915, to enter upon and utilize a 29,400+/- square foot / 0.67+/- acre area of the Pease Development Authority (“PDA”) parcel of property located at 100 New Hampshire Avenue, Portsmouth, New Hampshire, as shown on the attached Exhibit A (the “Premises”), for the period commencing March 15, 2021 through May 31, 2021, *for the purpose of operating a by-appointment, mobile COVID-19 testing lab only*. The privileges granted under this Right-of-Entry will expire on May 31, 2021, unless terminated earlier or extended by mutual written agreement of the Parties.

This authorization is conditioned upon the following:

1. AllClear Healthcare 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 agents, patrons, contractors, or invitees upon the Premises, and/or the exercise of any of the authorities granted herein. AllClear Healthcare 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 AllClear Healthcare’s and its employees, agents, patrons, contractors, or invitees use of the Premises, or the conduct of activities or the performance of responsibilities under this authorization. AllClear Healthcare further agrees to indemnify, save, hold harmless, and defend (with counsel reasonably acceptable to the Pease Development Authority) 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

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fees (collectively "Claims") arising out of or related to AllClear Healthcare's, and its employees, agents, patrons, contractors, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

2. AllClear Healthcare's agreement that this Right-of-Entry: (a) allows only temporary use of the Premises for the purpose stated herein; (b) is granted on a non-exclusive basis; (c) may be revoked at will by PDA or terminated at will, upon not less than three (3) days' prior notice, and that PDA need not state a for any such revocation or termination; and (d) permits PDA to relocate AllClear Healthcare's activities within the Premises or alter the boundaries of the Premises upon not less than three (3) days' prior notice. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance, and shall not cause disruption to other Airport and Tradeport activities.

3. AllClear Healthcare, and/or any agent of AllClear Healthcare, providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) 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), and evidence of workers compensation coverage to statutory limits. The foregoing minimum policy limits may be attained through an umbrella or excess liability policy.

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 AllClear Healthcare which would otherwise 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) with respect to the liability coverage only provide that the insurer shall have no right of subrogation against the 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 AllClear Healthcare that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in advance of such cancellation being effective. Lack of the required insurance shall be grounds for immediate termination of this Right-of-Entry.

4. AllClear Healthcare's agreement that testing services may only be provided between the hours of 8:00 a.m. and 8:00 p.m. AllClear Healthcare shall not permit vehicles to queue along or within New Hampshire Avenue or any other public roadways to access the Premises. If necessary, AllClear Healthcare agrees it shall work with the Portsmouth Police Department for appropriate traffic control measures. AllClear Healthcare further agrees to take such steps as may be required to ensure that vehicles and equipment are not left on the Premises in excess of the term limits of this Right-of-Entry and to assume full responsibility for the immediate removal of vehicle(s) and equipment left on the Premises.

5. AllClear Healthcare agrees that the PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used as a priority for Pease operations; provided,

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however, that PDA shall use reasonable efforts to relocate AllClear Healthcare's operations on the Premises before effectuating any such termination.

6. AllClear Healthcare agreement that 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 AllClear Healthcare's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

7. AllClear Healthcare's agreement that the Premises shall be maintained in a neat and orderly condition and AllClear Healthcare shall be responsible for daily trash removal, and that maintenance and management of the Premises, including, but not limited to snow removal, shall be done at AllClear Healthcare's own costs and expense.

8. AllClear Healthcare's agreement that it shall comply with any and all federal, state, and/or city licensing/permitting that is or may become necessary for its operation on the Premises, and with the installation the equipment necessary for its operations on the Premises, including, but not limited to the installation of a temporary shelters, lighting, electrical connections, and/or generators necessary for the purposes of establishing an area for a mobile COVID-19 testing lab. Any generator(s) used on the Premises shall be double-walled and have spill protection. AllClear Healthcare shall be required to adhere to all PDA rules and regulations, including but not limited to zoning and sign rules.

9. AllClear Healthcare's agreement to restore the Premises to the same or better condition existing prior to the commencement of this Right-of-Entry, at the termination of the Right-of-Entry.

10. AllClear Healthcare's agreement herein that this Right-of-Entry 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.

11. AllClear Healthcare's understanding and agreement to pay a monthly fee to the PDA for use of the Premises of \$1,029.00 (based on an annual rate of \$18,430/acre), to be paid in advance (by way of illustration, payment for the month of March shall be paid on or before March 1st).

12. To the extent applicable, in addition to the Fee required to be paid under the terms of this ROE, AllClear Healthcare 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 ROE Premises are subject to municipal taxation, and provided

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such municipal taxes include the costs of the provision of fire, police and roadway services, AllClear Healthcare 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 AllClear Healthcare 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.

In the event the ROE Premises, or any portion thereof, are removed from the Airport District, AllClear Healthcare 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.

Please indicate by your signature below AllClear Healthcare's consent to the terms and conditions of this Right-of-Entry and return the same to me for countersignature. Proof of insurance and first month's fee(s) shall be due prior to the commencement of operations on the Premises.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this __ day of _____, 2021

AllClear Healthcare, LLC

By: _____

Print Name: _____

Its Duly Authorized: _____

EXHIBIT A



100 New Hampshire Ave Right of Entry

DESIGNED BY: MRM

DATE: 2/10/21

SCALE: NTS



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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