



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

95 International Blvd., Portsmouth, NH 03801

May 7, 2019

Via email sally.chope@siemens.com

Ms. Sally Chope
Siemens Gamesa Renewable Energy, Inc.
3500 Quadrangle Blvd.
Orlando, FL 32817

**Re: Right of Entry for Use of Portion of North Apron
Portsmouth International Airport at Pease, Portsmouth, NH**

Dear Ms. Chope:

This Right of Entry will authorize Siemens Gamesa Renewable Energy, Inc. (Siemens Gamesa) and/or any of its agents or contractors to enter upon a portion of the North Apron ("Premises") (see Exhibit A) from May 7, 2019 through July 31, 2019 for the purpose storing wind energy generating equipment on the Premises and for no other use without the express written consent of the Pease Development Authority ("PDA"). 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 midnight on July 31, 2019.

1. Siemens Gamesa understands and acknowledges that this Right of Entry; (a) allows only temporary use of the 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.

2. Siemens Gamesa'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. Siemens Gamesa expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Siemens Gamesa's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Siemens Gamesa 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 Siemens Gamesa's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

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 Siemens Gamesa'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.

○○○○○ TAKING YOU THERE

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4. a. Siemens Gamesa agrees to provide PDA with satisfactory evidence that its insurance covers Siemens Gamesa 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 Two Million Dollars (\$2,000,000), naming the PDA as additional insured; b) automobile liability insurance coverage in the amount of \$1,000,000.00; 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 Siemens Gamesa 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 Siemens Gamesa is unable to provide satisfactory evidence of insurance for any of its agents and/or contractors, then, in that event, any agent or contractor of Siemens Gamesa not insured by Siemens Gamesa, shall provide PDA with satisfactory evidence of insurance as required in paragraphs 4.a. and b. above.

5. Siemens Gamesa understands and acknowledges that it shall coordinate with the PDA Airport Management Department for use of the Premises.

6. Siemens Gamesa covenants and agrees that at no time during the use of the North Apron shall trailers be placed within 200 feet of the area utilized by the National Guard.

7. Siemens Gamesa agrees to pay PDA a user's fee in the amount of Four Thousand Three Hundred Forty-Five Dollars and Eleven Cents (\$4,345.11) per month, prorated, for each month that the Premises are used. On the first day of each month during the term of this Right of Entry, PDA will bill Siemens Gamesa for the user's fee incurred during the previous month.

In addition to the users' fee, Siemens Games agrees to pay for stationing airport security operations agents at the entrance gate to the Premises consistent with all TSA requirements. The cost for airport security agents will be billed at an hourly rate of \$33.00 (Monday through Friday 0700 to 1600) and \$49.50 (Monday through Friday 1600 to 0700 and Saturdays and Sundays for twenty-four hours).

8. Siemens Gamesa hereby acknowledges that vehicles will enter and exit the Premises through Gate 12. Access to Gate 12 must be arranged in advance through the PDA Airport Operations Department at (603) 433-6536.

9. 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.

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This determination requires the applicant 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, which form has been filed by Moore Crane.

10. The North Apron is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the Siemens Gamesa will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the Siemens Gamesa to gain access to and remain on the North Apron. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the North Apron, 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 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 Siemens Gamesa will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program

11. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this ROE, Siemens Gamesa 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 such municipal taxes include the costs of the provision of fire, police and roadway services, Siemens Gamesa 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 Siemens Gamesa 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, Siemens Gamesa 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.

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.

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Please indicate by your signature or the signature of a duly authorized representative, the consent of the Siemens Gamesa to the terms of this Right of Entry and return the same to me before transporting to the North Apron begins.

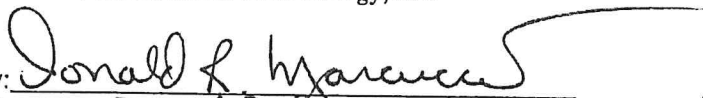
Sincerely,



David R. Mullen
Executive Director

Agreed and accepted this ~~7th~~ day of MAY, 2019

Siemens Gamesa Renewable Energy, Inc.

By: 
Print Name: DONALD R. MARCUCCI
It's Duly Authorized: DIRECTOR PROJECT ACQUISITIONS

cc: Paul Brean, Airport Manager
Mark H. Gardner, Deputy General Counsel

EXHIBIT "A"

PREMISES

NORTH ACCE

SITE 44

NEW HAMPSHIRE
AIR NATIONAL
GUARD

NORTH
APRON

148,783.8 SF
3.42 ACRES

NEWMARK

LOWRY LANE

N.H.
AP

