

May 10, 2023

VIA Email: joe.malone@wsp.com

Kathy Gross, Project Administrator

WSP USA Environment & Infrastructure Inc. (fka Wood Environment & Infrastructure Solutions, Inc.)

511 Congress Street

Portland, ME 04101

**Re: Right of Entry Extension - 35 Airline Avenue
Pease International Tradeport, Portsmouth, NH**

Dear Ms. Gross:

This letter will authorize WSP USA Environment & Infrastructure Inc. (fka Wood Environment & Infrastructure Solutions, Inc.) ("WSP") and/or its agents and contractors to continue to use and enter upon the premises located at 35 Airline Avenue in Portsmouth, NH, as shown on the attached **Exhibit A** (the "Premises") for the period on beginning June 1, 2023 through December 31, 2023, for the purpose of utilizing 3,200 square feet within the Premises at its sole risk, for storage of well testing equipment and associated materials; and for no other use without the prior express written consent of Pease Development Authority ("PDA"). This Right of Entry may be terminated by PDA at any time with or without cause upon providing one month's advance written notice to WSP. In no event will Right of Entry extend beyond December 31, 2023, unless otherwise extended by agreement of WSP and PDA.

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

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2. WSP agrees to pay PDA a total of \$360.50 per month, in advance, for the use of the Premises for the purpose of utilizing 3,200 square feet for storage of well testing equipment and associated materials; and for no other use without the prior express written consent of Pease Development Authority ("PDA").

3. WSP and any agent or contractor of WSP providing PDA with satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured as its interests may appear. WSP and any agent or contractor of WSP providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain: (i) an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA; (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributory with respect to any insurance carried by PDA.

4. WSP 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.

5. WSP understands and acknowledges that during the Term, WSP shall coordinate its work schedule with the PDA's Engineering Department to ensure that the ongoing operations at the Tradeport are not unduly disrupted.

6. 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 WSPs' officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

7. WSP and its contractors expressly waive all claims against PDA for any such loss damage, bodily injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

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8. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this ROE, WSP 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 Pease, which will be billed separately.

9. WSP's agreement herein that WSP shall be responsible for the cleanup of all debris on the Premises resulting from work performed by WSP and/or its agents and contractors.

10. WSP's agreement to maintain the Premises in a neat and orderly manner for the duration of this Right of Entry and to leave the Premises in a neat and orderly condition which is equal to or better than the condition of the Premises upon the commencement of this Right of Entry.

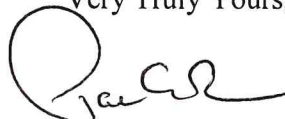
11. WSP's agreement herein that that PDA can terminate this Right of Entry with or without cause at any time. WEIC further agrees that upon receipt of thirty (30) days written notice from PDA it shall vacate the Premises and, at PDA's election, restore said premises to its condition prior to the commencement of any work.

12. No ground disturbing activities may occur without written approval from PDA Engineering through a PDA Dig Permit.

13. WSP's agreement that it is responsible for snow removal/treatment on the shared driveway as shown on Exhibit A to access the Premises from Airline Avenue.

Any term of this Right of Entry beyond December 31, 2023, is subject to the approval of the PDA Board of Directors.

Very Truly Yours,



Paul E. Brean
Executive Director

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Jared Sheehan, Environmental Compliance Manager


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Agreed and accepted this 26 day of May, 2023.

**WSP USA Environment & Infrastructure
Inc. (fka Wood Environment &
Infrastructure Solutions, Inc.)**

By: 

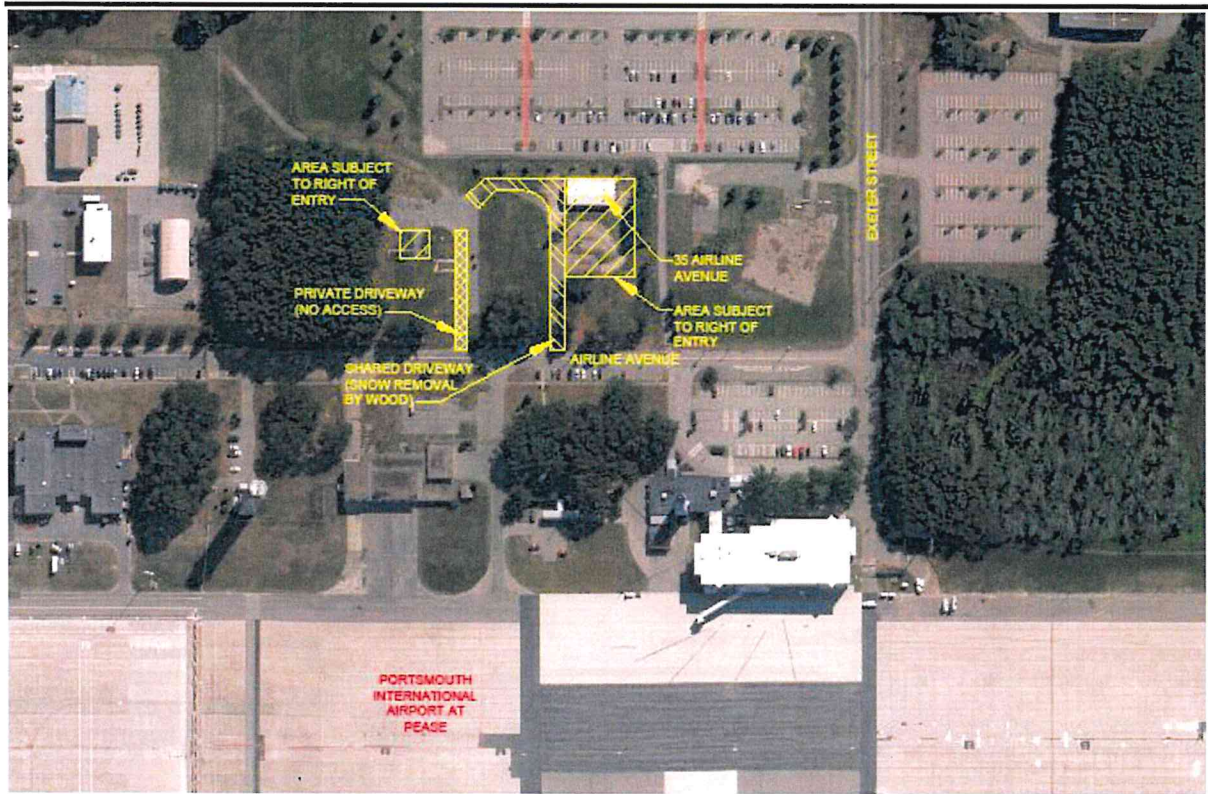
Duly Authorized
(Sign and Print)

Its: Senior Vice President

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EXHIBIT "A"
PREMISES



35 Airline Avenue Right of Entry

DESIGNED BY: MRM DATE: 8/2/21 SCALE: 1"=200'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

