

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the “Agreement”) is entered into as of the seventeenth (17th) day of October, 2017, by and between Woods Hole, Martha’s Vineyard and Nantucket Steamship Authority (hereinafter referred to as the “Authority”) and Hyannis Harbor Tours, Inc., a Massachusetts Corporation (hereinafter referred to as “Hy-Line”).

WHEREAS, Section 5 of Chapter 701 of the Acts of 1960, as amended, provides, in pertinent part, that “[e]xcept as provided in this act, no person shall operate a vessel with a Coast Guard approved capacity rating in excess of forty passengers ... for the carriage of passengers for hire by water between the mainland and the island of Martha's Vineyard or the island of Nantucket or between said islands unless licensed or permitted in writing to do so by the Authority,” but that “[t]his section shall not apply to continuance of existing services by vessels or a replacement of similar capacity thereof, which were in service on a daily seasonal basis on or before May thirtieth, nineteen hundred and seventy-three, or which were under contract for construction or purchase therefor executed on or before May thirtieth, nineteen hundred and seventy-three”; and

WHEREAS, in Island Commuter Corp., et al v. Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, Civil Action No. 42661, pending in the Barnstable Division of the Superior Court Department of the Trial Court of The Commonwealth of Massachusetts, a judgment was entered on June 22, 1984 in which it was declared, ordered and adjudged, in pertinent part, as follows:

- (1) “that the vessels, Point Gammon and Brant Point, operated by Hyannis Harbor Tours, Inc., are not in violation of Section 5 of the 1960 Act, as amended, when offering the following services and operations between Hyannis and Nantucket.
 - (a) from the second Friday in May to the second Thursday in June for one (1) round trip per day with the exception that the vessel, Brant Point, may not be used on this service prior to the first day in June of any year;
 - (b) from the Friday following the second Thursday in June to the fourth Thursday in June for three (3) round trips per day;
 - (c) from the Friday following the fourth Thursday in June to the first Monday in September (Labor Day) for five (5) round trips per day;
 - (d) from the Tuesday after Labor Day to the third Sunday in September for three round trips per day;
 - (e) from the Monday after the third Sunday in September to the fourth Monday in October for one (1) round trip”;

- (2) “that the vessels, East Chop and Cross Rip, operated by Hyannis Harbor Tours, Inc., are not in violation of Section 5 of the 1960 Act, as amended, when offering services and operations between Hyannis and Martha’s Vineyard.
 - (a) from the Friday immediately before Memorial Day in May to the second Thursday in June for one (1) round trip per day;
 - (b) from the Friday immediately following the second Thursday in June to the third Sunday in September for three (3) round trips per day;
 - (c) from the Monday following the third Sunday in September to the fourth Monday in October for one (1) round trip”;
- (3) “that the plaintiff, Hyannis Harbor Tours, Inc., is not restricted as to scheduling of departure and arrival times at the respective destinations nor restricted to the same pier or docking facilities provided at said destinations”; and
- (4) “that services and operations over and above the aforesaid between Hyannis and Nantucket [and between Hyannis and Martha’s Vineyard] may be offered by the plaintiff only with the written approval or license by the Woods Hole, Martha’s Vineyard and Nantucket Steamship Authority”; and

WHEREAS, Hy-Line has continued to provide the services and operations described in paragraphs (1), (2) and (3) above (hereinafter referred to as the “Grandfathered Services”); and

WHEREAS, Hy-Line now desires to offer services and operations for the transportation of passengers and their baggage and bicycles between Hyannis and Nantucket through December 31, 2020 with the high-speed catamaran Motor Vessel GREY LADY and a second high-speed catamaran motor vessel GREY LADY IV, which services are over and above Hy-Line’s Grandfathered Services (and are considered “Additional Services”); and

WHEREAS, Hy-Line also desires to offer services and operations for the transportation of passengers and their baggage and bicycles between Hyannis and Martha’s Vineyard with the high-speed catamaran Motor Vessel LADY MARTHA and the high-speed catamaran Motor Vessel VINEYARD LADY on an extended seasonal basis during 2018, 2019 and 2020, which services are also over and above Hy-Line’s Grandfathered Services (and are considered “Additional Services” as well); and

WHEREAS, Hy-Line also desires to offer services and operations for the transportation of passengers and their baggage and bicycles between Martha’s Vineyard and Nantucket with the high-speed catamaran Motor Vessel LADY MARTHA during the 2018, 2019 and 2020 summer seasons, which services are also over and above Hy-Line’s Grandfathered Services (and are considered “Additional Services” as well); and

WHEREAS, the Authority is willing to consent to the provision of these Additional Services under the conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the provisions hereof and the mutual promises contained herein, the parties agree as follows:

1. License Provided to Hy-Line by the Authority.

In the exercise of its discretion, as necessary or desirable to serve the purposes of chapter 701 of the Acts of 1960, as amended, the Authority hereby licenses Hy-Line to provide the Additional Services, subject to the terms and provisions of this Agreement. This license is granted only to Hy-Line for such Additional Services provided by the vessels herein specified, and is not transferable or assignable to any other person, entity or vessel without the express written approval of the Authority. During the term of this Agreement, Hy-Line agrees that its vessels will not be operated for hire between the mainland of The Commonwealth and the island of Nantucket, or between the mainland of The Commonwealth and the island of Martha's Vineyard, or between said islands, except in strict accordance with the terms and provisions hereof or the terms of another License Agreement entered into between the Authority and Hy-Line or its existing Grandfathered Services.

2. Agreement to Provide the Additional Services.

During the term of this Agreement and safe operating conditions permitting:

- (a) Hy-Line shall provide the Additional Services between Hyannis and Martha's Vineyard in accordance with the schedules attached hereto and marked as Exhibit A.
- (b) Hy-Line shall provide the Additional Services between Hyannis and Nantucket with its high-speed catamarans in accordance with the schedules attached hereto and marked as Exhibit B.
- (c) Hy-Line shall provide the Additional Services between Martha's Vineyard and Nantucket with the high-speed catamaran LADY MARTHA in accordance with the schedules attached hereto and marked as Exhibit C.

Except as otherwise provided in the attached schedules of licensed trips attached hereto and marked as Exhibits A through C, Hy-Line may change the times of its vessel departures and arrivals set forth in those schedules and may also both reduce the number of daily trips operated under the attached schedules and shorten the seasonal time periods during which any of those trips are operated under the attached schedules upon thirty (30) days advance notice to the Authority for its approval, which approval shall not be withheld unless the proposed changed times of Hy-Line's vessel departures or arrivals conflict with those of the Authority or cause undue congestion in Nantucket Harbor, Oak Bluffs Harbor, Vineyard Haven Harbor or inner Lewis Bay, or unless a

shortening of the seasonal time period for the schedules set forth in Exhibit B result in there being no scheduled daily high-speed passenger ferry service between Hyannis and Nantucket at any time of the year except December 25th. Hy-Line agrees that in providing the Additional Services, it will not carry more than 149 passengers per trip on the Motor Vessel LADY MARTHA; 300 passengers per trip on the Motor Vessel GREY LADY; 493 passengers per trip on the Motor Vessel GREY LADY IV; and 350 passengers per trip on the Motor Vessel VINEYARD LADY.

3. Limitation on the Services.

Neither the Grandfathered Services nor the Additional Services to be provided by Hy-Line shall include the carriage of motor vehicles, freight or mopeds.

4. Shoreside Facilities.

Hy-Line agrees that it shall obtain and comply with all applicable permits, licenses, approvals and regulations of federal, state and local authorities necessary for the operation of its shoreside facilities that are used in connection with the Grandfathered Services and the Additional Services, including but not limited to all regulations promulgated by the Massachusetts Architectural Access Board regarding transportation terminals (521 CMR 18) as may be applicable to Hy-Line's operations. Hy-Line also agrees that it is not authorized by this Agreement to use the Authority's dockage facilities, wharves, piers, or any other property, either real or personal, in any way.

5. License Fees and Reporting Requirements.

The Authority shall receive payments from Hy-Line for each passenger carried on a one-way basis between Hyannis and Nantucket, or vice versa, and between Hyannis and Martha's Vineyard, or vice versa, and between Martha's Vineyard and Nantucket, or vice versa, in the amounts set forth in the License Fee Schedules attached hereto and marked as Exhibit D, which payments shall be retained by the Authority as License Fees. Further:

- (a) For the purposes of this paragraph, "passengers" shall not include employees of Hy-Line.
- (b) Hy-Line agrees to provide the Authority with monthly reports as to the number of passengers transported on each of its vessels on a trip-by-trip basis. Each report will be provided to the Authority by the first week of the following month, and any payment of License Fees due to the Authority based upon the passengers shown to have been transported in that report shall be due on the fifteenth (15th) day of that following month.
- (c) Hy-Line further agrees to permit the Authority, through its General Manager or any other person designated by the General Manager, to review Hy-Line's records at any time upon reasonable notice to determine the accuracy of the aforesaid reports or to verify Hy-Line's compliance with its obligations under this Agreement.

- (d) Notwithstanding and without limiting any other provision of this Agreement, the Authority may terminate this Agreement whenever any report due under this paragraph is more than five (5) days overdue, or whenever any amount not reasonably disputed by Hy-Line to be due under this paragraph is more than seven (7) days overdue, provided that the Authority has given Hy-Line three (3) business days' notice that the said report or amount is overdue.

6. No Requirement to Provide or Use Authority Employees.

Hy-Line shall not be required to hire, nor shall the Authority be required to provide, any employee of the Authority for the provision of either the Grandfathered Services or the Additional Services hereunder.

7. Provisions Governing Sale of Tickets.

Hy-Line shall be solely responsible for the sale of passenger and bicycle tickets for passage aboard its vessels. The Authority shall in no way be responsible for the sale of such tickets.

8. Recognition of the Authority's Statutory Responsibilities.

Hy-Line acknowledges that it is the statutory responsibility of the Authority to provide adequate transportation of persons and necessities of life for the islands of Nantucket and Martha's Vineyard. If the provision of the Additional Services adversely affects the ability of the Authority to fulfill its statutory responsibilities, the Authority shall so notify Hy-Line and attempt to resolve the matter. If the matter is not so resolved within ten (10) days after the service of such notice, the Authority may terminate this Agreement immediately upon the expiration of the aforesaid ten (10) days. It is also acknowledged by Hy-Line that the Authority from time to time may change, in its sole discretion, its schedules of operations and, as a consequence, may require Hy-Line to change its licensed trips so that they neither conflict with those of the Authority nor cause undue congestion in Nantucket Harbor, Oak Bluffs Harbor, Vineyard Haven Harbor or inner Lewis Bay.

9. Compliance with All Applicable Laws and Regulations.

Hy-Line warrants that:

- (a) its vessels shall be operated with all necessary permits, licenses and approvals of federal, state and local authorities necessary for the operation of the vessels and the provision of the Services, and that the vessels shall be operated in compliance with all applicable laws and regulations, including but in no way limited to all laws and regulations pertaining to:
 - (i) the installation and operation of marine sanitation devices to prevent the pollution of harbors due to the discharge of waste into the water; and

- (ii) the carrying of an appropriate amount of lifesaving and firefighting equipment on each vessel;
- (b) as already agreed to with the Town of Barnstable, as soon as feasible after the Town constructs the new sewage pump-out facilities beside Hy-Line's Hyannis ferry terminal (which is expected to be completed by the end of 2014), it will no longer pump any of its vessels' sewage into Nantucket Sound and shall instead use those new pump-out facilities for its vessels' sewage;
- (c) it shall conform to such instructions given by the harbor master of each port served by its vessels with respect to the vessels' speed and operation, having due regard for the safety of the public and the use of the water by others;
- (d) its vessels shall be accessible to, functional for, and safe for use by physically handicapped persons;
- (e) no person shall be permitted to smoke in or upon any of Hy-Line's vessels, in accordance with the provisions of section 43A of chapter 272 of the Massachusetts General Laws; and
- (f) its vessels used in connection with the Additional Services shall be outfitted with a sufficient number of life floats or buoyant apparatuses for all persons on board.

10. Termination of Agreement for Cause.

This Agreement and the license issued hereunder may be terminated by the Authority at any time for cause. Cause shall include but in no way be limited to:

- (a) Any material breach by Hy-Line of any of its obligations under this Agreement;
- (b) Any assignment by Hy-Line, or the execution of any trust indenture and security agreement or similar instrument, for the benefit of creditors;
- (c) A filing by Hy-Line of any petition for bankruptcy or reorganization;
- (d) A filing of any petition against Hy-Line for its adjudication as bankrupt, if such petition is not dismissed within thirty (30) days after its filing;
- (e) A declaration that Hy-Line is insolvent according to law;
- (f) An appointment of a receiver or similar officer to take care of any of Hy-Line's property;
- (g) The taking of any property used by Hy-Line in connection with the Grandfathered Services or the Additional Services on execution or by other process of law;

- (h) The failure by Hy-Line, for a period of ten (10) days after notice thereof, to keep, perform and observe each and every promise, covenant and agreement contained herein on its part to be kept, performed or observed;
- (i) An interruption of the Additional Services for any reason for a period of thirty (30) consecutive days; and/or
- (j) A determination by a court of competent jurisdiction or an appropriate regulatory governmental agency that the Grandfathered Services or the Additional Services are in any way unauthorized by, or in violation of, any provision of law or any regulation promulgated thereunder.

The waiver of, or failure to exercise, the rights so to terminate this Agreement in the event of any event or events constituting cause for termination shall not impair or prejudice, or be, or be construed as, a waiver of the right so to terminate this Agreement in the event of any subsequent event or events constituting cause for termination.

11. Cessation of the Additional Services upon the Agreement's Termination.

Within ten (10) days after service of written notice by the Authority of the termination of this Agreement and the license issued hereunder for cause pursuant to the provisions of Article 10, Hy-Line shall cease providing the Additional Services and also shall cease all other actions licensed and permitted by this Agreement. In addition, upon receipt of written notice by the Authority of its termination of this Agreement and the license issued hereunder pursuant to the provisions of Article 5 and/or Article 8, Hy-Line immediately shall cease providing the Additional Services and also shall immediately cease all other actions licensed and permitted by this Agreement. In the event of any termination of this Agreement under the provisions of Article 5 and/or Article 8 and/or Article 10, Hy-Line agrees that:

- (a) It shall have no remedy at law or in equity against the Authority or its Members for specific performance of this Agreement or the license issued hereunder;
- (b) The Authority will be irreparably harmed by any continuation of the Additional Services by Hy-Line and/or the continuation by Hy-Line of any other actions licensed or permitted by this Agreement;
- (c) The Authority will be entitled to equitable and injunctive relief restraining and prohibiting any continuation of the Additional Services by Hy-Line and/or the continuation by Hy-Line of any other actions licensed or permitted under this Agreement and/or any operation of its vessels between the mainland of The Commonwealth and the island of Nantucket, or between the mainland of The Commonwealth and the island of Martha's Vineyard, or between said islands, except as permitted under another License Agreement entered into between the Authority and Hy-Line or under its existing Grandfathered Services.

Further, any remaining reports due from Hy-Line and any remaining amounts payable by Hy-Line shall be due and payable within seven (7) days of said termination and all other obligations of the parties shall cease.

12. Assignments.

Neither this Agreement, nor the license issued hereunder, nor any rights created thereby, may be assigned by either party without the consent of the other, and no assignment by operation of law shall be effective without such consent.

13. Notices and Communications.

Any and all notices and communications required by or in any way connected with or related to this Agreement shall be in writing and shall be deemed to have been duly served when mailed by certified or registered mail to the Authority or Hy-Line, as the case may be, addressed as follows:

If to the Authority, to

Robert B. Davis, General Manager
Woods Hole, Martha's Vineyard and
Nantucket Steamship Authority
P.O. Box 284
Woods Hole, Massachusetts 02543

If to Hy-Line, to:

R. Murray Scudder, Jr.,
Vice President
Hyannis Harbor Tours, Inc.
Ocean Street Docks
Hyannis, Massachusetts 02601

Either party may, by notice to the other given as herein required, designate a different address for the purpose of said notices and communications.

14. Reimbursement of the Authority's Expenses.

Hy-Line shall reimburse the Authority for any expenses which the Authority incurs that are directly related to Hy-Line's provision of the Grandfathered Services or Additional Services. Bills for reimbursement may be submitted weekly, and payment shall be made on or before the seventh day following receipt by Hy-Line of any bill submitted in accordance herewith. Such expenses include but are in no way limited to any towing expenses incurred by the Authority for Hy-Line's vessels, reasonable expenses incurred by the Authority on account of any such vessel's delayed arrival or departure, and expenses incurred by the Authority at the request of Hy-Line. Such expenses, however, shall not include increased overhead which cannot directly be attributed to the Grandfathered Services or Additional Services.

15. No Responsibility of the Authority to Perform Any Services.

The Authority shall have no responsibility to perform any services in connection with the operation of Hy-Line's vessels, or in connection with the Grandfathered Services or Additional Services. Nothing in this Agreement shall in any way be construed as or constitute a partnership or joint venture between the parties hereto or shall in any way impose upon the Authority any obligations or liability for the debts, conduct or obligations of Hy-Line. All persons employed by Hy-Line in the performance of the Grandfathered Services and Additional Services shall be employees of Hy-Line, and not of the Authority, and they shall be subject to the exclusive control and direction of Hy-Line. Hy-Line shall not, in advertising or other promotional activities, or in any other actions or activities in connection with the Grandfathered Services or Additional Services, contract in the name of the Authority or suggest that the Authority in any way provides or is responsible for the Grandfathered Services or Additional Services.

16. Indemnification Provisions.

Hy-Line expressly agrees to indemnify, hold harmless, reimburse and defend the Authority at all times against any claims, costs, expenses, liabilities, obligations, losses and/or damages (including, but not limited to, legal fees incurred in connection therewith) of any nature, incurred by or imposed upon the Authority which results, arises out of or is based upon:

- (a) any misrepresentation made by Hy-Line in this Agreement or in any document submitted by Hy-Line to the Authority in connection herewith;
- (b) any material breach by Hy-Line of any of its obligations under this Agreement; and/or
- (c) any failure by Hy-Line to keep, perform and observe each and every promise, covenant and agreement contained herein on its part to be kept, performed or observed.

17. Insurance Provisions.

Hy-Line agrees to procure and maintain public liability insurance coverage during the term of this Agreement with a limit of no less than \$2,000,000 per occurrence, combined single limit for bodily injury and property damage. A certified copy of each policy, or a certificate evidencing the existence thereof, shall be delivered to the Authority within ten (10) days after the execution of this Agreement. Hy-Line also warrants that it shall report to the Authority in writing all accidents in which it is involved resulting in loss of life or serious personal injury or considerable property damage promptly after their occurrence.

18. Express Limitation on the Term of the Agreement.

Hy-Line expressly agrees that nothing in this Agreement, whether standing alone or in combination with other events, agreements, instruments, documents or understandings, entitles Hy-Line to any extension of the Additional Services beyond December 31, 2020, and that the Authority shall in no way be obligated to license Hy-Line to operate any transportation service after December 31, 2020. Any license for services subsequent to December 31, 2020 may be granted only by an instrument of equal formality signed by the duly authorized representatives of the respective parties.

19. Governing Law and Interpretation.

A. This Agreement shall be governed by and interpreted under the laws of The Commonwealth of Massachusetts.

B. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default after which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday. As used in this Agreement, "legal holiday" includes those days specified in Mass. G.L. c. 4, § 7, and any other day appointed as a holiday by the President or the Congress of the United States or designated by the laws of the Commonwealth.

20. No Admission or Interpretation of Certain Statutory Rights.

Nothing in this Agreement or in either Exhibit A or Exhibit B hereto shall constitute or be construed as an admission or interpretation of either Hy-Line's or the Authority's rights under either Section 5 of Chapter 701 of the Acts of 1960, as amended, or the judgment entered in Island Commuter Corp. et al v. Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, Civil Action No. 42661, pending in the Barnstable Division of the Superior Court Department of the Trial Court of The Commonwealth of Massachusetts. Specifically, but in no way limiting the generality of the foregoing, nothing in this Agreement or in either Exhibit A or Exhibit B hereto shall constitute or be construed as an admission or interpretation of what are:

- (a) Hy-Line's "grandfathered" services under the aforesaid statute;
- (b) "services and operations over and above" such grandfathered services;
- (c) the grandfathered capacities of Hy-Line's vessels; or
- (d) replacements of "similar capacity thereof" within the meaning of the aforesaid statute.

21. Additional Provisions.

Notwithstanding any other provisions contained in this Agreement or Exhibit A or Exhibit B attached hereto, the Authority and Hy-Line agree as follows:

- (a) Hy-Line shall be prohibited from using the Motor Vessel LADY MARTHA or the Motor Vessel VINEYARD LADY to provide service between Hyannis and Nantucket as a substitute for either of Hy-Line's other high-speed catamarans without advance consultation with, and approval of, the Authority's General Manager.
- (b) During the term of this Agreement, Hy-Line also shall be required to obtain the Authority's approval for any additional high-speed or conventional ferry service between the mainland of Massachusetts and the island of Nantucket or the island of Martha's Vineyard, or between said islands, or for any replacement of any of its existing vessels providing service on any of those routes, prior to entering into any contract or other commitment for the construction, purchase, lease or charter of any such vessels.
- (c) This Agreement is premised on the expectation that the Authority will not be operating its own high-speed passenger service between Hyannis and Nantucket (which it currently provides with the Iyanough) during the winter season, which is understood to generally begin around January 1st of each year and generally end around March 31st of each year. In the event the Authority does operate its high-speed passenger service for more than two weeks of a particular winter season (beginning January 1st and ending March 31st of any year), the Authority agrees that Hy-Line shall be entitled to request a modification of the License Fee Schedule that is attached hereto and marked as Exhibit D for the purpose of reducing the license fees paid by Hy-Line in an appropriate amount; and the Authority further agrees that, if the parties are unable to agree upon what modification(s), if any, should be made to the License Fee Schedule in those circumstances, Hy-Line shall have the option of either continuing to operate under this Agreement or terminating this Agreement at any time thereafter during its term.
- (d) Hy-Line acknowledges that the Authority is not restricted in any way from altering any of its operating schedules (by changing its vessels' departure times, or increasing the number of its daily trips, or increasing the number of days that it provides high-speed ferry service, or altering its seasonal operating schedules, or otherwise) or providing additional high-speed ferry service itself (by operating additional trips with its current high-speed ferry or operating an additional high-speed ferry) and that, in any such event, Hy-Line's sole recourse shall be to request a modification of this Agreement's license fee formula for the purpose of reducing the license fees paid by Hy-Line in an appropriate amount; provided, however, that if the parties are unable to agree upon what modification(s), if any, should be made, Hy-Line shall have the option of either continuing to operate under this Agreement or terminating this Agreement at any time thereafter during its term.
- (e) This Agreement is also premised on the expectation that, except as provided in paragraphs (c) and (d) immediately above, Hy-Line shall request no modifications, amendments, or other changes or revisions to this Agreement, including but not limited to the License Fee

Schedule that is attached hereto and marked as Exhibit D, during the Agreement's three-year term. Therefore, in the event Hy-Line does request any such modification, amendment, or other change or revision (other than in the circumstances provided for in paragraph (c) immediately above), Hy-Line agrees that the Authority may require Hy-Line, as a condition to the Authority's consideration of any such request, to disclose all information regarding Hy-Line's profitability and financial condition (including the amount of compensation of, and/or other payments made to, individuals associated with Hy-Line) that the Authority reasonably considers to be appropriate in order to determine whether the request is justified.

22. Integration Clause.

The making, execution and delivery of this Agreement by the parties have been induced by no statements, representations, warranties, understandings or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the duly authorized officer of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date hereinabove set forth.

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "Authority")




Witness


By: 

Robert B. Davis,
General Manager

HYANNIS HARBOR TOURS, INC.
("Hy-Line")



Witness

By: 

R. Murray Scudder, Jr.,
Vice President

CERTIFICATIONS BY HY-LINE

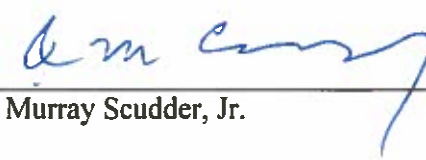
I, R. Murray Scudder, Jr., Vice President of Hyannis Harbor Tours, Inc. ("Hy-Line"), hereby certify under the penalties of perjury, to the best of my knowledge, information and belief, that:

1. Hy-Line has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
2. No person, corporation or other entity, other than a bona fide full time employee of the Licensee, has been retained or hired by Hy-Line to solicit for or in any way assist Hy-Line in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to Hy-Line.
3. No Member, employee or agent of the Authority shall be in the employ of, or be in any way, directly or indirectly, financially interested in any partnership, corporation or association having any financial transactions connected with this Agreement.
4. Pursuant to Mass. G.L. c. 62C, sec. 49A, Hy-Line has complied with all laws of The Commonwealth of Massachusetts relating to taxes, the reporting of employees and contractors, and the withholding and remitting of child support.
5. Pursuant to St. 1990, c. 521, sec. 7, as amended by St. 1991, c. 329, Hy-Line does not have fifty or more employees or, if it does so employ fifty or more employees, it has established a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program or it offers child care tuition assistance or on-site or near-site subsidized child care placements.
6. Pursuant to Mass. G.L. c. 7, sec. 22C, Hy-Line does not employ ten or more employees in an office or other facility located in Northern Ireland or, if it does so employ ten or more employees there, (a) it does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political beliefs; and (b) it promotes religious tolerance within the work place and the eradication of any manifestations of religious and other illegal discrimination.
7. Pursuant to Mass. G.L. c. 151A, § 19A(b), Hy-Line has complied with all laws of the Commonwealth of Massachusetts relating to contributions to the Massachusetts Unemployment Fund and payments in lieu of such contributions.

8. This Agreement has been entered into in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.



Witness



R. Murray Scudder, Jr.

EXHIBIT A

All dates set forth in this Exhibit A may be changed only with the Authority's written consent.

**HY-LINE'S MARTHA'S VINEYARD SCHEDULES
(with the Lady Martha and the Vineyard Lady)**

**No Earlier than May 1st through the Thursday before Memorial Day
and
Columbus Day through the Last Sunday of October**

<u>Depart Hyannis</u>	<u>Arrive Oak Bluffs</u>	<u>Depart Oak Bluffs</u>	<u>Arrive Hyannis</u>
9:25 AM	10:25 AM	10:45 AM or 11:00 AM	11:45 AM or 12:00 NOON
3:20 PM	4:20 PM	4:30 PM	5:30 PM

Friday before Memorial Day through the Fourth Friday of June

<u>Depart Hyannis</u>	<u>Arrive Oak Bluffs</u>	<u>Depart Oak Bluffs</u>	<u>Arrive Hyannis</u>
8:00 AM	8:55 AM		
9:25 AM	10:25 AM	10:45 AM	11:45 AM
12:05 PM	1:05 PM	3:35 PM	4:35 PM
4:50 PM	5:50 PM	6:10 PM	7:10 PM
		6:40 PM	7:35 PM

HY-LINE'S MARTHA'S VINEYARD SCHEDULES
 (with the Lady Martha and the Vineyard Lady)

Saturday after the Fourth Friday of June through the Sunday before Labor Day

<u>Depart Hyannis</u>	<u>Arrive Oak Bluffs</u>	<u>Depart Oak Bluffs</u>	<u>Arrive Hyannis</u>
8:00 AM	8:55 AM		
9:00 AM	10:00 AM	10:15 AM	11:15 AM
11:35 AM	12:35 AM	12:55 PM	1:55 PM
2:15 PM	3:15 PM	3:35 PM	4:35 PM
4:50 PM	5:50 PM	6:10 PM	7:10 PM
		6:40 PM	7:35 PM
7:25 PM	8:25 PM	8:40 PM	9:40 PM

Labor Day through the Sunday before Columbus Day

<u>Depart Hyannis</u>	<u>Arrive Oak Bluffs</u>	<u>Depart Oak Bluffs</u>	<u>Arrive Hyannis</u>
9:00 AM	10:00 AM	10:15 AM	11:15 AM
11:35 AM	12:35 PM	4:10 PM	5:10 PM
5:25 PM	6:25 PM	6:45 PM	7:45 PM

HY-LINE'S ADDITIONAL MARTHA'S VINEYARD SCHEDULES
 (with the Lady Martha or the Grey Lady, depending on vessel availability)

The Friday in December of Christmas in Edgartown

Depart <u>Hyannis</u>	Arrive <u>Edgartown</u>	Depart <u>Edgartown</u>	Arrive <u>Hyannis</u>
3:20 PM	4:20 PM	4:50 PM	5:50 PM
7:05 PM	8:05 PM	8:20 PM	9:20 PM

The Following Saturday in December

Depart <u>Hyannis</u>	Arrive <u>Edgartown</u>	Depart <u>Edgartown</u>	Arrive <u>Hyannis</u>
9:15 AM	10:15 AM	10:35 AM	11:35 AM
12:05 PM	1:05 PM	4:00 PM	5:00 PM
5:20 PM	6:20 PM	6:40 PM	7:40 PM

The Following Sunday in December

Depart <u>Hyannis</u>	Arrive <u>Edgartown</u>	Depart <u>Edgartown</u>	Arrive <u>Hyannis</u>
9:15 AM	10:15 AM	10:35 AM	11:35 AM
12:05 PM	1:05 PM	2:00 PM	3:00 PM
3:20 PM	4:20 PM	4:40 PM	5:40 PM

EXHIBIT B

All dates set forth in this Exhibit B may be changed only with the Authority’s written consent.

**HY-LINE’S NANTUCKET SCHEDULES
(with the Grey Lady and the Grey Lady IV)**

Hy-Line may operate the following total number of daily round-trips between Hyannis and Nantucket with a combination of the Motor Vessel GREY LADY and the Motor Vessel GREY LADY IV; provided, however, that no departure of either of Hy-Line’s high-speed ferries may be within thirty minutes prior to, or fifteen minutes after, any scheduled departure of the Authority’s high-speed ferry.

<u>Time of Year</u>	<u>Total Number of Round Trips</u>
Jan. 1 – mid-May	5 ¹
Mid-May – mid-June	8 – 9 (Sundays) ²
Mid-June – Labor Day	9
Post Labor Day – Columbus Day	7 – 8 (Fridays, Saturdays and Sundays) ³
Post Columbus Day – Dec. 31	5 ⁴

¹ During each Daffodil Festival Weekend and Wine Festival Weekend, Hy-Line may operate a total of 9 round trips on the Friday of that weekend, a total of 7 round trips on the Saturday of that weekend, and a total of 8 round trips on the Sunday of that weekend.

² During each Memorial Day Weekend, Hy-Line may operate a total of 9 round trips on the Friday, Saturday and Monday of that weekend (as well as on the Sunday of that weekend). Hy-Line may not operate any additional trips with the Motor Vessel LADY MARTHA during that weekend unless it receives written permission to do so from the Authority’s General Manager and the trips are provided in accordance with all of terms and conditions specified by the General Manager.

³ Hy-Line may operate a total of 9 trips on the Friday of each Columbus Day Weekend.

⁴ During each Christmas Stroll Weekend, Hy-Line may operate a total of 9 round trips on the Friday of that weekend, a total of 7 round trips on the Saturday of that weekend, and a total of 8 round trips on the Sunday of that weekend.

EXHIBIT C

All dates set forth in this Exhibit C may be changed only with the Authority's written consent.

**HY-LINE'S INTER-ISLAND SCHEDULE
(with the Lady Martha)**

**Friday before Memorial Day
through the Sunday before Labor Day**

<u>Depart Oak Bluffs</u>	<u>Arrive Nantucket</u>	<u>Depart Nantucket</u>	<u>Arrive Oak Bluffs</u>
9:10 AM	10:20 AM	10:30 AM	11:40 AM
12:00 NOON	1:10 PM	1:30 PM	2:40 PM
3:50 PM	5:00 PM	5:10 PM	6:20 PM

Labor Day through the Sunday before Columbus Day

<u>Depart Oak Bluffs</u>	<u>Arrive Nantucket</u>	<u>Depart Nantucket</u>	<u>Arrive Oak Bluffs</u>
12:55 PM	2:15 PM	2:30 PM	3:50 PM

EXHIBIT D

LICENSE FEE SCHEDULES

- A. Hy-Line shall be required to pay the following per-passenger license fees in connection with its Hyannis-Nantucket service:
- (1) \$1.75 per passenger for the first 350,000 passengers per year; and
 - (2) 10% of the Authority's "average revenue per passenger for its Nantucket route the previous year" for each passenger in excess of 350,000 passengers, but not more than 450,000 passengers, carried by Hy-Line between Hyannis and Nantucket per year; and
 - (3) 15% of the Authority's "average revenue per passenger for its Nantucket route the previous year" for each passenger in excess of 450,000 passengers, but not more than 500,000 passengers, carried by Hy-Line between Hyannis and Nantucket per year; and
 - (4) 20% of the Authority's "average revenue per passenger for its Nantucket route the previous year" for each passenger in excess of 500,000 passengers, but not more than 550,000 passengers, carried by Hy-Line between Hyannis and Nantucket per year; and
 - (5) 25% of the Authority's "average revenue per passenger for its Nantucket route the previous year" for each passenger carried by Hy-Line between Hyannis and Nantucket in excess of 550,000 passengers per year.
- B. Hy-Line shall be required to pay the following per-passenger license fees in connection with its Hyannis-Martha's Vineyard service:
- (1) 10% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Hy-Line between Hyannis and Martha's Vineyard in excess of 100,000 but no more than 110,000 per year; and
 - (2) 20% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Hy-Line between Hyannis and Martha's Vineyard in excess of 110,000 but no more than 120,000 per year; and
 - (3) 30% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Hy-Line between Hyannis

and Martha's Vineyard in excess of 120,000 but no more than 130,000 per year;
and

- (4) 40% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Hy-Line between Hyannis and Martha's Vineyard in excess of 130,000 but no more than 140,000 per year;
and
- (5) 50% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Hy-Line between Hyannis and Martha's Vineyard in excess of 140,000 per year.

C. Hy-Line shall be required to pay the following per-passenger license fees in connection with its Oak Bluffs-Nantucket service:

- (1) \$0.00 per passenger for the first 10,000 passengers per year;
- (2) \$1.00 per passenger for each passenger carried in excess of 10,000 but not more than 15,000 per year;
- (3) \$1.25 per passenger for each passenger carried in excess of 15,000 but not more than 20,000 per year;
- (4) \$1.50 per passenger for each passenger carried in excess of 20,000 but not more than 25,000 per year;
- (5) \$1.75 per passenger for each passenger carried in excess of 25,000 but not more than 30,000 per year; and
- (6) \$2.00 per passenger for each passenger carried in excess of 30,000 per year.

D. It is agreed that all youth and school group passengers traveling with Hy-Line at a fare equal to or less than the Authority's reduced one-way rate for such youth and school group passengers shall be excluded from the above passenger totals for the purpose of calculating Hy-Line's license fees.