

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the "Agreement") is entered into as of the 19th day of November, 2019 by and between Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (hereinafter referred to as the "Authority") and Island Commuter Corporation, a Massachusetts Corporation (hereinafter referred to as "ICC").

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, an Amended Judgment was entered on January 31, 1985 in which it was declared, ordered and adjudged, in pertinent part, as follows:

- (1) "that the vessel, Island Queen, operated by Island Commuter Corp., is not in violation of Section 5 of the 1960 Act, as amended, when offering the following services and operations between Falmouth and Oak Bluffs, Martha's Vineyard.
 - (a) from the Friday just before Memorial Day to the Thursday just before the third Friday of June for two (2) round trips on Monday through Thursday and five (5) round trips on Friday through Sunday and five (5) round trips on Memorial Day; ...
 - (b) from the third Friday of June to the Sunday following Labor Day for seven (7) round trips on Monday through Thursday and Saturday and nine (9) round trips on Friday, Sunday, July 4, and Labor Day; ...
 - (c) from the second Monday in September to the second Monday in October (Columbus Day) for two (2) round trips on Monday through Thursday and five (5) round trips on Friday through Sunday and Columbus Day. ..."
- (2) "that the plaintiff, Island Commuter Corp., 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

- (3) “that services and operations over and above the aforesaid may be offered only with written approval or license by the Woods Hole, Martha’s Vineyard and Nantucket Steamship Authority”; and

WHEREAS, ICC has continued to provide the services and operations described in paragraph (1) above (hereinafter referred to as the “Grandfathered Services”); and

WHEREAS, ICC now desires to offer services and operations for the transportation of passengers and their baggage and bicycles between Falmouth and Oak Bluffs, Martha’s Vineyard with the Island Queen over and above the Grandfathered Services during its 2020 spring and fall schedules (hereinafter referred to as the “Additional Services”); 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 ICC 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 ICC to provide the Additional Services, subject to the terms and provisions of this Agreement. This license is granted only to ICC 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, ICC 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 ICC or its existing Grandfathered Services.

2. Agreement to Provide the Additional Services.

During the term of this Agreement and safe operating conditions permitting, ICC shall provide the Additional Services with the Island Queen between Falmouth and Oak Bluffs, Martha’s Vineyard in accordance with the schedules attached hereto and marked as Exhibit A. ICC may reduce the number of daily trips operated under the attached schedules upon three (3) business days’ advance notice to the Authority for its approval, which approval shall not be unreasonably withheld.

3. Limitation on the Services.

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

4. Shoreside Facilities.

ICC 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 ICC's operations. ICC 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.

ICC shall pay the Authority \$5.05 for each passenger carried by ICC on a one-way basis on any and all of the "Additional Services" trips of the Island Queen between Falmouth and Oak Bluffs, Martha's Vineyard, or vice versa, 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 ICC.
- (b) ICC agrees to provide the Authority with a report of the number of passengers transported on each of the "Additional Services" trips of the Island Queen on a monthly basis. The report of such passengers carried each month will be provided to the Authority by the fifteenth (15th) day 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 last day of that following month.
- (c) ICC further agrees to permit the Authority, through its General Manager or any other person designated by the General Manager, to review ICC's records at any time upon reasonable notice to determine the accuracy of the aforesaid report or to verify ICC's compliance with its obligations under this Agreement.

6. No Requirement to Provide or Use Authority Employees.

ICC 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.

ICC 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.

ICC 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 ICC and attempt to resolve the matter. If the matter is not so resolved within three (3) business days after the service of such notice, the Authority may terminate this Agreement immediately upon the expiration of the aforesaid three (3) business days.

9. Compliance with All Applicable Laws and Regulations.

ICC warrants that 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. ICC also warrants that 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. In addition, ICC warrants that its vessels shall be accessible to, functional for, and safe for use by physically handicapped persons, and that no person shall be permitted to smoke in or upon any of ICC's vessels, in accordance with the provisions of section 43A of chapter 272 of the Massachusetts General Laws.

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 ICC of any of its obligations under this Agreement;
- (b) Any assignment by ICC, or the execution of any trust indenture and security agreement or similar instrument, for the benefit of creditors;
- (c) A filing by ICC of any petition for bankruptcy or reorganization;
- (d) A filing of any petition against ICC for its adjudication as bankrupt, if such petition is not dismissed within thirty (30) days after its filing;

- (e) A declaration that ICC is insolvent according to law;
- (f) An appointment of a receiver or similar officer to take care of any of ICC's property;
- (g) The taking of any property used by ICC in connection with the Grandfathered Services or the Additional Services on execution or by other process of law;
- (h) The failure by ICC, 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) 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, ICC 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, ICC 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, ICC 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 ICC and/or the continuation by ICC 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 ICC and/or the continuation by ICC 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 ICC or under its existing Grandfathered Services.

Further, any remaining reports due from ICC and any remaining amounts payable by ICC 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 ICC, 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
228 Palmer Avenue
Falmouth, Massachusetts 02540

If to ICC, to:

Charles L. Bardelis, Jr., President
Island Commuter Corporation
297 Dillingham Avenue
Falmouth, Massachusetts 02540

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. 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 ICC'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 ICC. All persons employed by ICC in the performance of the Grandfathered Services and Additional Services shall be employees of ICC, and not of the Authority, and they shall be subject to the exclusive control and direction of ICC. ICC 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.

15. Indemnification Provisions.

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

16. Insurance Provisions.

ICC 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 three (3) business days after the execution of this Agreement. ICC also warrants that it shall report to the Authority in writing all accidents in which it is involved during the term of this Agreement resulting in loss of life or serious personal injury or considerable property damage promptly after their occurrence.

17. Express Limitation on the Term of the Agreement.

ICC expressly agrees that nothing in this Agreement, whether standing alone or in combination with other events, agreements, instruments, documents or understandings, entitles ICC to any extension of the Additional Services beyond October 12, 2020, and that the Authority shall in no way be obligated to license ICC to operate any transportation service after October 12, 2020. Any license for services subsequent to October 12, 2020 may be granted only by an instrument of equal formality signed by the duly authorized representatives of the respective parties.

18. 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.

19. 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 ICC'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, filed 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:

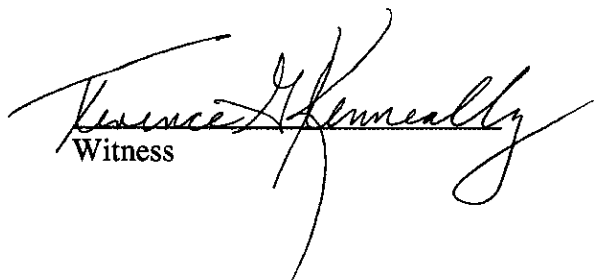
- (a) ICC's "grandfathered" services under the aforesaid statute;
- (b) "services and operations over and above" such grandfathered services; or
- (c) the grandfathered capacity of the Island Queen.

20. Integration Clause.

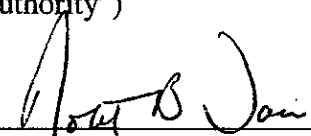
The making, execution and delivery of this Agreement by the parties have been induced by no statements, representations, warranties, understandings or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements 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

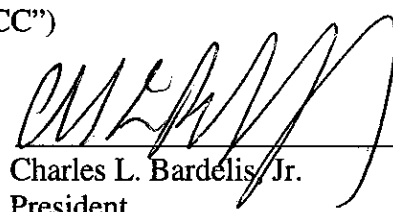
By:


Robert B. Davis,
General Manager

ISLAND COMMUTER CORPORATION
("ICC")


Witness

By:


Charles L. Bardelis, Jr.
President

CERTIFICATIONS BY ISLAND COMMUTER CORPORATION

I, Charles L. Bardelis, Jr., President of Island Commuter Corporation ("ICC"), hereby certify under the penalties of perjury, to the best of my knowledge, information and belief, that:

1. ICC 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 ICC to solicit for or in any way assist ICC 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 ICC.
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, ICC 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, ICC 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, ICC 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), ICC 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



Charles L. Bardelis, Jr.

EXHIBIT A

Island Commuter Corp.'s "Additional Services" Trips with the Island Queen
are those "Licensed Additional Trips" on the Following Pages that are Highlighted in Yellow

No dates or times set forth in this Exhibit A
may be changed without the Authority's written consent.

2020 SPRING SCHEDULE				
May 22 thru June 11, 2020				
FRIDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			2:15 PM	
3:00 PM			3:45 PM	
6:00 PM			6:45 PM	
8:00 PM			8:45 PM	
SATURDAYS & SUNDAYS & MEMORIAL DAY				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
MONDAY, TUESDAYS, WEDNESDAYS & THURSDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			2:15 PM	
3:00 PM			3:45 PM	

2020 EARLY SUMMER SCHEDULE				
June 12 thru June 18, 2020				
FRIDAY (June 12, 2020)				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	
8:00 PM			8:45 PM	
SATURDAY (June 13, 2020)				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	
SUNDAY (June 14, 2020)				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	
7:30 PM			8:15 PM	
MONDAY thru THURSDAY (June 15-18 2020)				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	

2020 SUMMER SCHEDULE				
June 19 thru September 13, 2020				
FRIDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	
8:00 PM			8:45 PM	
SATURDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	
SUNDAYS & LABOR DAY				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	
7:30 PM			8:15 PM	
MONDAYS thru THURSDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			12:35 PM	
1:30 PM			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
6:00 PM			6:45 PM	

2020 FALL SCHEDULE				
September 14 thru October 12, 2020				
FRIDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			2:15 PM	
3:00 PM			3:45 PM	
6:00 PM			6:45 PM	
8:00 PM			8:45 PM	
SATURDAYS & SUNDAYS & COLUMBUS DAY				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			11:05 AM	
12:00 NOON			2:15 PM	
3:00 PM			3:45 PM	
4:30 PM			5:15 PM	
MONDAY, TUESDAYS, WEDNESDAYS & THURSDAYS				
Depart Falmouth			Depart Oak Bluffs	
9:00 AM			9:40 AM	
10:30 AM			2:15 PM	
3:00 PM			3:45 PM	