AMENDMENT NO. 11

EXTENSION OF RIGHT OF ENTRY FOR NON-EXCLUSIVE USE OF PARCEL A-2 AND BURGE WHARF BETWEEN PEASE DEVELOPMENT AUTHORITY, DIVISION OF PORTS AND HARBORS AND STAR ISLAND CORPORATION

Grantor:

Pease Development Authority Division of Ports and Harbors ("PDA-DPH")

Grantee:

Star Island Corporation ("Star Island")

Premises:

Parcel "A-2" and "Burge Dock" located at the Market Street Marine Terminal as shown

on Exhibit A

Purpose:

Berthing for two (2) corporate vessels and for transporting employees, equipment, refuse and supplies to and from its facilities on Star Island at the Isles of Shoals. Star Island will

berth vessels on a permanent basis.

ROE Commencement Date: December 20, 2005

This Right of Entry ("ROE") Amendment No. 11 made effective April 1, 2019, by and between the above referenced Grantor and Grantee:

WHEREAS, Grantee has requested to extend its ROE for a period of five (5) years through March 31, 2024;

NOW, THEREFORE, Grantor and Grantee agree for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the Right of Entry for Non-exclusive Use of Parcel A-2 and Burge Wharf be amended as set forth below:

- 1. <u>TERM:</u> The ROE is extended for five (5) years beginning April 1, 2019 through March 31, 2024 on the same terms and conditions as set forth in this Amendment.
- 2. <u>DOCKAGE:</u> Grantee agrees to pay the following fees for dockage during the first year of this Amendment 11 of the ROE:
 - a. In year 1, \$9,000.00 for one (1) vessel of forty eight (48) feet in length, the Hurricane, and one (1) vessel forty two (42) feet in length, the Utopia, @\$100.00 per foot Length Over All (LOA).
 - b. Dockage for years 2 through 5 to be negotiated and set prior to January 1 of each subsequent year.
- 3. <u>PASSENGER FEES/WHARFAGE:</u> Grantee agrees to compensate Grantor \$1.00 per each paying passenger for the first year. Passenger and Wharfage fees to be negotiated and set prior to January 1 of each subsequent year.

- 4. ADDITIONAL FEES: Grantee agrees to additionally compensate Grantor as follows:
 - a. The fee for providing electric service will be \$780 for the first year. Electric:
 - Dumpsters: \$500.00 per dumpster for the first year to locate two (2) dumpsters b. on the property to be shared by Shoals Marine Laboratory and Isles of Shoals Steamship Co.
 - C. Storage: \$1,000.00 for the first year for a storage shed to be used exclusively by Star and \$500 for the first year for a storage shed to be shared by Shoals Marine Laboratory.
 - d. Electric, dumpster and storage fees to be negotiated and set prior to January 1 of each subsequent year.
- ADDITIONAL TERMS: All other terms and conditions of the ROE, as amended and 5. applicable, shall remain in full force.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment No. 11 effective April 1, 2019.

Grantor:

Pease Development Authority -Division of Ports and Harbors

David R. Mullen **Executive Director**

Grantee: .

Star Island Corporation

Its: Chief Executive

EXHIBIT A

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