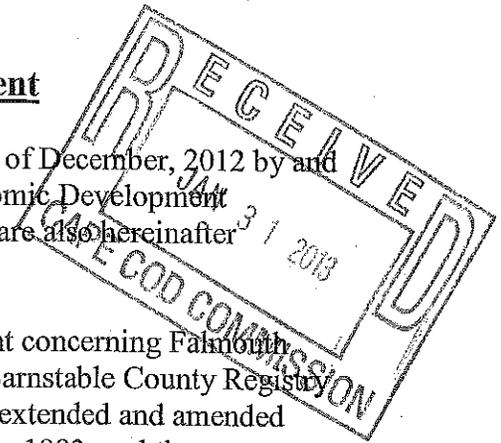


Modification to Development Agreement

This Modification Agreement is entered into this 13th day of December, 2012 by and between the Cape Cod Commission ("CCC") and the Falmouth Economic Development Industrial Corporation ("FEDIC") (together, the CCC and the FEDIC are also hereinafter referred to as the "Parties");



WHEREAS, the Parties entered into a Development Agreement concerning Falmouth Technology Park (the "Park"), dated February 21, 2006, recorded in Barnstable County Registry of Deeds, Book 20976 Page 59 (the "Development Agreement"), that extended and amended their prior Development Agreement concerning the Park, dated January 1993, and the modifications thereto, dated January 1998 and July 2000, by substituting the Development Agreement for their prior agreement and modifications in their entirety; and

WHEREAS, the Development Agreement contains certain terms and provisions concerning development and redevelopment within the Park, including the requirement for completion of traffic studies by the FEDIC, which studies to date have been completed as required by the Development Agreement; and,

WHEREAS, Petie Properties LLC, an Owner of one of the Projects in the Park located at 50 Bernard E. Saint Jean Drive, East Falmouth, Massachusetts 02536 (being Lot 81 shown on Land Court Plan 31976-M, Certificate of Title No. 157173), desires to sell its property (the "Parcel") to the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority ("SSA"); and

WHEREAS, the SSA is a public authority created by the Massachusetts Legislature by chapter 701 of the Acts of 1960 to provide for adequate transportation of persons and necessities of life for the islands of Nantucket and Martha's Vineyard, and in the performance of such essential governmental services the SSA provides significant employment opportunities and contributes directly and indirectly to economic development in the Town of Falmouth and on Cape Cod in general; and

WHEREAS, the SSA has acquired land adjoining the Park to the north that will be redeveloped to provide appropriately located safe, convenient and efficient seasonal parking for ferry passengers and employees, and by such redevelopment the SSA will be able to consolidate several of its other parking lots located in Falmouth and Bourne and reduce traffic congestion in the Town of Falmouth; and

WHEREAS, the SSA maintains and operates a fleet of buses, vans and other vehicles to transport ferry passengers and employees between the SSA's parking lots and the port of Woods Hole, and the SSA's operations require a facility for the storage and maintenance of its vehicles and a base for managing bus operations including facilities for bus drivers; and

WHEREAS, the Parcel, abutting the future SSA parking lot to the north and a municipal water tower to the west, and having thereon an existing underutilized 5,000 square-foot industrial

building suitable and adaptable for servicing the SSA's vehicle operations, is particularly well suited for use by the SSA for its intended purposes; and

WHEREAS, the SSA, as a state authority, is not subject to local zoning regulation and is not a Person as defined in the Cape Cod Commission Act; and

WHEREAS, the use of the Parcel by the SSA as proposed, and subject to the terms and limitations set forth herein, will not adversely impact the Park nor derogate from the purposes thereof,

NOW, THEREFORE, in consideration of the provisions of this Modification Agreement and for other good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, the Parties agree to modify the Development Agreement as follows:

- A. Notwithstanding any provisions of the Development Agreement to the contrary, the SSA may use the Parcel for the storage and maintenance of its buses, vans and other vehicles, including service and repair, fueling and washing of vehicles, and related administrative activities, without requiring, as a condition of such use any Development of Regional Impact (DRI) Review by the Cape Cod Commission, provided that during the term of the Development Agreement:
1. In the event any new building or expansion of the existing building on the Parcel results in the total Title 5 wastewater flow from development on the Parcel being greater than 15.7 gallons per day per 1000 square feet of building or 2,000 gallons per day, whichever is greater, the SSA shall install a denitrifying septic system.
 2. The SSA shall implement low water and reduced fertilizer use strategies in the redevelopment of the Parcel.
 3. The SSA's use of the Parcel shall not generate over 350 one-way vehicle trips per day, regardless of whether the trips are made by SSA buses, vans or other vehicles, or by vehicles of SSA employees or by delivery or other vehicles accessing or exiting the Parcel.
 4. Beginning no later than May 1, 2016, SSA buses shall enter and exit the Parcel only through the SSA parking lot property to the north of the Parcel (590 Thomas B. Landers Road, Falmouth Assessor's Map No. 15-04-015D-009), avoiding use of Bernard E. Saint Jean Drive by SSA buses, except in the event of an emergency, incident or other situation that causes access between the Parcel and the SSA parking lot property to be temporarily blocked.
 5. The Parcel shall not be used for parking of ferry passenger vehicles by the SSA, its agents, designees or successor entity or entities.
 6. No building or parking area shall be located within one hundred feet (100') of Bernard E. Saint Jean Drive or Langdon G. Burwell Drive, nor within fifteen feet (15') of either sideline.

7. Drainage systems shall be designed and installed at the time of any modifications to the Parcel involving new pavement. The new drainage system[s] shall be designed for the first inch of rainfall (25-year, 24-hour storm) consistent with 310 CMR and the Massachusetts Stormwater Management Handbook. The runoff developed will be infiltrated or stored on site and treated to remove 80% of the average annual post-construction load of Total Suspended Solids. As SSA's proposed land use at the Parcel involves a potential high pollutant load, the design, management and operation of the new drainage system[s] shall employ the structural BMPs determined by Mass DEP to be suitable for treating discharges from such proposed use.

8. Nothing set forth herein shall limit the right of the SSA or any tenant or successor in interest from making any other allowed use of the Parcel during the term of the Development Agreement, provided that all the terms and conditions of the Development Agreement shall apply to such other use as if this Modification were not in effect.

B. Notwithstanding the foregoing, it is understood and agreed by the parties hereto that the SSA's intended use of the Parcel as provided herein shall not be subject to the codes, bylaws and regulations of the Town of Falmouth, the Act establishing the Cape Cod Commission and the Regional Policy Plan, and the following provisions of the Park's Protective Covenants: (1) the Building Regulations, paragraph 4, regarding size, materials and location of fences; and, (2) the Site Location, paragraphs 2 and 3, regarding planting in all parking areas conforming with the requirements of Section 5257 of the Falmouth Zoning Bylaws or screening for utility appurtenances, outside storage and underground utility lines. Further, the SSA shall comply with all of the Development Agreement's and the Protective Covenants' restrictions on hazardous waste and materials and open space, except as follows:

1. While the SSA will be subject to all federal and state statutes and regulations in this area, it will not be subject to any county or local bylaws and regulations as may now or in the future be designated and or defined;
2. While all other types of hazardous waste and/or materials shall be stored in an indoor area or in an enclosed, covered shed, the SSA's fuel may be stored outside in tanks;
3. The SSA may, at the option of the SSA, meet the 40% open space requirement of the Development Agreement for the Parcel, in whole or in part, with other lot(s) within the Park that are undeveloped, the location and extent of which open space shall be subject to further review and approval of the Cape Cod Commission Regulatory Committee.

C. This modification to the Development Agreement is contingent upon the SSA acquiring fee simple title to the Parcel by deed recorded at the Barnstable County Registry of Deeds or filed with the Barnstable County Registry District of the Land Court, as the case may be, and in the

absence of the SSA acquiring such fee simple title as noted herein, this modification to the Development Agreement shall be void and of no effect.

- D. Except as so modified herein, all other terms and conditions of the Development Agreement shall remain in full force and effect as provided therein.

Executed by the authorized representatives of the Cape Cod Commission and the Falmouth Economic Development Industrial Corporation on this 13th day of December, 2012.

For the Cape Cod Commission

Royden Richardson
Royden Richardson, Chairman
Cape Cod Commission Regulatory Committee

12/13/2012
Date

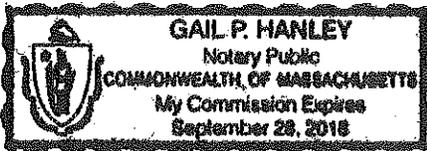
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

December 13, 2012

Before me, the undersigned notary public, personally appeared Royden Richardson in his capacity as Chairman of the Cape Cod Commission Regulatory Committee, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, or [] was personal knowledge of the undersigned.

Gail P. Hanley
Notary Public
My Commission Expires:
9-28-18



For the Falmouth Economic Development Industrial Corporation



Michael Galasso, Chairman

12.18.12

Date

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

Dec. 18, 2012

Before me, the undersigned notary public, personally appeared Michael Galasso in his capacity as Chairman of the Falmouth Economic and Industrial Corporation, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Jeannette Moorehead
Notary Public Jeannette L. Moorehead
My Commission Expires: 7-4-2014

The Woods Hole, Martha's Vineyard and Nantucket Steamship Authority hereby acknowledges and agrees to the foregoing terms and conditions of this modification to the Development Agreement this 18th day of December, 2012.

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

Wayne C. Lamson
By its General Manager, Wayne C. Lamson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

December 18, 2012

Before me, the undersigned notary public, personally appeared Wayne C. Lamson in his capacity as General Manager of the Chairman of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, or [] personal knowledge of the undersigned.

Susan J. Paris
Notary Public
My Commission Expires: April 19, 2013

