



January 31, 2020

Kona Winds Yacht Charters Ltd.
361 Allison Way
Gibsons, BC V0N 1V8

Attention: Mr. Bruce Kerr

Dear Sir:

RE: Agreement dated as of the 1st day of April, 2016, as amended by the Amending Agreement dated as of the 24th day of April, 2018 (collectively the "Agreement") between British Columbia Ferry Services Inc. (the "Company") and Kona Winds Yacht Charters Ltd. (the "Operator")

Pursuant to the Agreement, the Operator, who is the registered owner of *M.V. Stormaway III* under Official No. 371798 and *M.V. Stormaway IV* under Official No. 346309 (collectively the "Vessels"), agreed to provide scheduled marine transportation services using the Vessels for a term which commenced on April 1, 2016 and expires on March 31, 2020, and the Company agreed to pay a fee to the Operator for such services. In accordance with Section 2.1 of the Agreement, the Company hereby wishes to extend the term of the Agreement to March 31, 2024, on the same terms and conditions of the Agreement, with the exception of the following amendments to the Agreement:

1. In accordance with Section 1.1(a) of the Agreement, replacing Schedule "A" to the Agreement with the current sailing times set out in Schedule "A" hereto;
2. In accordance with Section 1.1(c) of the Agreement, replacing Section 1.1(c) with:
 - a. "provide such personnel, equipment and facilities as are necessary for the proper functioning of the Service, including, without limitation, loading and unloading facilities and services necessary to transport, load and off-load passengers between the Company's facilities at Langdale and the public loading docks at New Brighton, Eastbourne and Keats Landing, including:
 - i. with the prior written consent of the Company, acquiring licensing rights (the "Wharfage Rights") necessary to comply with this Section 1.1(c);
 - ii. remitting invoices to the Company for any pre-approved fees associated with the Wharfage Rights; and
 - iii. providing advance written notice to the Company with respect to the renewal, modification or initiation of any existing or additional Wharfage Rights, including any adjustments to the fees associated therewith;
3. In accordance with Section 1.1(g) of the Agreement, replacing Schedule "B" to the Agreement with the tariff information set out in Schedule "B" hereto; and

British Columbia Ferry Services Inc.
Suite 500, 1321 Blanshard Street
Victoria, BC V8W 0B7

Tel (250) 381-1401
Fax (250) 360-2093

www.bcferries.com

4. in accordance with Section 3.1 of the Agreement and Section 6 of the Amendment, replacing Schedule "C" to the Agreement with the Fee Schedule set out in Schedule "C" hereto;

Please confirm your agreement to the terms of this letter by signing below and returning it to my attention by no later than close of business day February 26, 2020. If you have any questions, please contact Peter Simpson, Director, Fleet Operations Strategy, at

[Redacted] FOIPP s. 22

BRITISH COLUMBIA FERRY SERVICES INC.

By:

[Redacted Signature]

FOIPP s. 22

Brian Anderson, Vice President, Strategy and Community Engagement

AGREEMENT

The undersigned hereby acknowledges and agrees to the terms of this letter and the resulting extension of the initial term of the Agreement.

KONA WINDS YACHT CHARTERS LTD.

By:

[Redacted Signature]

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Name: **BRUCE A. KERK**
Title: **PRESIDENT K.W.Y.C. LTD**
Date: **6 FEBRUARY 2020**

cc: Captain Lance Lomax, Marine Superintendent, British Columbia Ferry Services Inc.

SCHEDULE "A"

The schedules attached hereto are the Schedules in effect commencing April 1, 2020, and may be updated by the Company from time to time thereafter.

SCHEDULE "B"

TARIFF AND FARE STRUCTURE FOR THE SERVICE

Effective April 1, 2020

(All fares are in Canadian dollars and include GST)

| | | (\$) | | |
|-----------------|--|---|---------------------------------------|--------------------------------|
| | | Regular Fare excluding Fuel Adj. | Fuel Adj. (Rebate or Surcharge) | Fare Including Fuel Adj. |
| ADULTS | Adult* | 6.70 | Nil | 6.70 |
| | Permanently Disabled Adult (BC resident) | 3.35 | Nil | 3.35 |
| | Escort of Permanently Disabled Person | 3.35 | Nil | 3.35 |
| CHILDREN | Child (under the age of 5) | FREE | Nil | FREE |
| | Child (age 5-11) | 3.35 | Nil | 3.35 |
| | Permanently Disabled Child (BC resident) | 1.70 | Nil | 1.70 |
| OTHER | Stowage of Large Items | 2.00 | Nil | 2.00 |
| | Bicycles | 2.00 | Nil | 2.00 |

* BC Seniors travel free Monday through Thursday except holidays on presentation of a BC Services Card, a BC Gold Care Card (age 65 or greater), a BC Driver's License, a BC Identification Card, or a Birth Certificate. If they are presenting a Birth Certificate, proof of residency in BC is required. The BC Seniors discount applies only to the passenger fare.

Note 1) BC students travel at a 100% discount when they travel to attend or participate in school or junior association educational and/or sporting events. If a student is travelling under junior association, a free travel acknowledgement form must be provided.

The above Tariff and Fare Structure for the Services is presently planned for April 1, 2020. The above Tariff and Fare Structure for the Services will, if applicable, be updated by the Company from time to time thereafter.

SCHEDULE "C"

FEE SCHEDULE

1. The Company shall pay to the Operator a monthly fee of as adjusted below (the "Fee") in the first year of the Term.
FOI ss. 17, 21
2. The Fee will be increased at the beginning of each subsequent year during the Term (the first such additional increase effective April 1, 2021) by

FOIPP s. 17

Equation example:

FOIPP s. 17

The following adjustments will be made to the monthly Invoice:

- subtract total cash fares collected (including applicable taxes)
- subtract monthly charge (ss. 17, 21 plus applicable taxes) as per Section 3.2
- subtract monthly charge (ss. 17, 21 plus applicable taxes) as per Section 3.2.1
- subtract monthly charge (ss. 17, 21 plus applicable taxes) as per Section 3.3
- subtract fee for missed round trips as per Section 3.4
- add costs for the Wharfage Rights fees as per Section 1.1 (c)(ii)
- add costs for monthly cellular telephone FOI ss. 17, 21
- add costs for fuel purchased during the month up to maximum as per Section 3.5
- add costs for fuel purchased during the month for the provision of excess miles where the annual fuel consumption maximum is exceeded, as per Section 3.6.1(b)
- add fee for extra time as per Section 3.6.2
- add fee for extra time or subtract fee for less time, as applicable, as per Section 3.6.3.

In addition, the following annual adjustments will be made to the first month's Invoice following the end of each year during the Term:

- add or subtract annual adjustment for excess miles as per Section 3.6.1(a)
- add or subtract annual adjustment for shoulder schedule days as per Schedule "F"
- add annual fee for Traffic Levels as per Section 3.7

An Invoice, together with the Daily Manifests (Schedule "D"), the Monthly Summary Manifest (Excel file), Cancel / Delay Sailing Report (Schedule "E"), and the statement of fuel purchased during the month are to be submitted to:

British Columbia Ferry Services Inc.
2000 Park Avenue
Prince Rupert, British Columbia V8J 4P7

By mail
British Columbia Ferry Services Inc.
P.O. Box 697
Prince Rupert, British Columbia V8J 3S1

Attention: Marine Superintendent

By Fax: 250-627-8448

By Email: Lance.Lomax@bcferries.com

The Company may change its address, fax number or email address for notices by giving the Operator notice of such change.

The Operator shall deliver the collected prepaid tickets and passenger passes to the Langdale Office, attention Revenue Department, within 21 days of the billing period.

Gambler / Keats Islands - (Passenger Service Only)
Schedule in effect April 1, 2020 to May 13, 2020

| Langdale to Gambler Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun & Hol Mon (Apr 13) |
|--|--------------|-------------|-------------|---------------------------|
| Leave Langdale | 7:25 AM | 7:25 AM | 7:25 AM | 7:25 AM |
| Leave New Brighton | 7:35 AM | 7:35 AM | 7:35 AM | 7:35 AM |
| Arrive Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Keats Landing | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** |
| Arrive Langdale | 8:15 AM | 8:15 AM | 8:15 AM | 8:15 AM |
| Leave Langdale | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ |
| Leave New Brighton | 8:30 AM | 8:30 AM | 8:30 AM | 8:30 AM |
| Arrive Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Keats Landing | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** |
| Arrive Langdale | 9:10 AM | 9:10 AM | 9:10 AM | 9:10 AM |
| Leave Langdale | 10:15 AM | 10:15 AM | 10:15 AM | 10:15 AM |
| Leave New Brighton | 10:25 AM | 10:25 AM | 10:25 AM | 10:25 AM |
| Arrive Langdale | 10:35 AM | 10:35 AM | 10:35 AM | 10:35 AM |
| Leave Langdale | 10:35 AM ▲ | 10:35 AM ▲ | 10:35 AM ▲ | 10:35 AM ▲ |
| Leave New Brighton | 10:45 AM ** | 10:45 AM ** | 10:45 AM ** | 10:45 AM ** |
| Leave Eastbourne | 11:00 AM ** | 11:00 AM ** | 11:00 AM ** | 11:00 AM ** |
| Leave Keats Landing | 11:15 AM ** | 11:15 AM ** | 11:15 AM ** | 11:15 AM ** |
| Arrive Langdale | 11:30 AM | 11:30 AM | 11:30 AM | 11:30 AM |
| Leave Langdale | 12:25 PM | 12:25 PM | 12:25 PM | 12:25 PM |
| Leave New Brighton | 12:35 PM | 12:35 PM | 12:35 PM | 12:35 PM |
| Arrive Langdale | 12:45 PM | 12:45 PM | 12:45 PM | 12:45 PM |
| Leave Langdale | 12:45 PM ▲ | 12:45 PM ▲ | 12:45 PM ▲ | 12:45 PM ▲ |
| Leave New Brighton | 12:55 PM | 12:55 PM | 12:55 PM | 12:55 PM |
| Arrive Langdale | 1:05 PM | 1:05 PM | 1:05 PM | 1:05 PM |
| Leave Langdale | ---- | ---- | ---- | 2:30 PM |
| Leave Keats Landing | ---- | ---- | ---- | 2:45 PM ** |
| Arrive Langdale | ---- | ---- | ---- | 3:00 PM |
| Leave Langdale | 3:15 PM | 3:15 PM | 3:15 PM | 3:15 PM |
| Leave New Brighton | 3:25 PM | 3:25 PM | 3:25 PM | 3:25 PM |
| Arrive Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM |
| Leave Langdale | 3:55 PM | 3:55 PM | 3:55 PM | 4:10 PM |
| Leave Keats Landing | 4:10 PM ** | 4:10 PM ** | 4:10 PM ** | ----- |
| Leave Eastbourne | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** |
| Arrive Langdale | 4:40 PM | 4:40 PM | 4:40 PM | 4:40 PM |
| Leave Langdale | 4:50 PM | 4:50 PM | 4:50 PM | 4:50 PM |
| Leave New Brighton | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM |
| Arrive Langdale | 5:10 PM | 5:10 PM | 5:10 PM | 5:10 PM |
| Leave Langdale | 5:25 PM | 5:25 PM | 5:25 PM | 5:25 PM |
| Leave New Brighton | 5:35 PM | 5:35 PM | 5:35 PM | 5:35 PM |
| Arrive Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Keats Landing | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** |
| Arrive Langdale | 6:15 PM | 6:15 PM | 6:15 PM | 6:15 PM |
| Leave Langdale | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ |
| Leave New Brighton | 6:30 PM ** | 6:30 PM ** | 6:30 PM ** | 6:30 PM ** |
| Leave Keats Landing | ----- | 6:45 PM ** | ----- | ----- |
| Leave Eastbourne | ----- | 7:00 PM ** | ----- | ----- |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a ▲: the Stornaway will wait for Rte 3 to arrive at Langdale.

Trips marked with 2 asterisks ** are on a request basis only. Please telephone or text 604-740-8669 at least 1 hour prior to sailing time on the day of travel and leave a voice or text message stating your name, contact phone number, requested pick-up location and scheduled time of travel.

Holiday Monday schedule on April 13, 2020

PEDESTRIAN TRAFFIC ONLY

Gambler = New Brighton

HAND BAGGAGE ONLY

Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect May 14, 2020 to June 23, 2020

| Langdale to Gambier Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun & Hol Mon (May 18) |
|---|--------------|-------------|-------------|------------------------|
| Leave Langdale | 7:25 AM | 7:25 AM | 7:25 AM | 7:25 AM |
| Leave New Brighton | 7:35 AM | 7:35 AM | 7:35 AM | 7:35 AM |
| Arrive Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Keats Landing | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** |
| Arrive Langdale | 8:15 AM | 8:15 AM | 8:15 AM | 8:15 AM |
| Leave Langdale | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ |
| Leave New Brighton | 8:30 AM | 8:30 AM | 8:30 AM | 8:30 AM |
| Arrive Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Keats Landing | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** |
| Arrive Langdale | 9:10 AM | 9:10 AM | 9:10 AM | 9:10 AM |
| Leave Langdale | 10:20 AM | 10:20 AM | 10:20 AM | 10:20 AM |
| Leave New Brighton | 10:30 AM | 10:30 AM | 10:30 AM | 10:30 AM |
| Arrive Langdale | 10:40 AM | 10:40 AM | 10:40 AM | 10:40 AM |
| Leave Langdale | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ |
| Leave New Brighton | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** |
| Leave Eastbourne | 11:05 AM ** | 11:05 AM ** | 11:05 AM ** | 11:05 AM ** |
| Leave Keats Landing | 11:20 AM ** | 11:20 AM ** | 11:20 AM ** | 11:20 AM ** |
| Arrive Langdale | 11:35 AM | 11:35 AM | 11:35 AM | 11:35 AM |
| Leave Langdale | 12:35 PM | 12:35 PM | 12:35 PM | 12:35 PM |
| Leave New Brighton | 12:45 PM | 12:45 PM | 12:45 PM | 12:45 PM |
| Arrive Langdale | 12:55 PM | 12:55 PM | 12:55 PM | 12:55 PM |
| Leave Langdale | 12:55 PM ▲ | 12:55 PM ▲ | 12:55 PM ▲ | 12:55 PM ▲ |
| Leave New Brighton | 1:05 PM | 1:05 PM | 1:05 PM | 1:05 PM |
| Arrive Langdale | 1:15 PM | 1:15 PM | 1:15 PM | 1:15 PM |
| Leave Langdale | ----- | ----- | ----- | 2:45 PM |
| Leave Keats Landing | ----- | ----- | ----- | 3:00 PM ** |
| Arrive Langdale | ----- | ----- | ----- | 3:15 PM |
| Leave Langdale | 3:15 PM | 3:15 PM | 3:15 PM | 3:15 PM |
| Leave New Brighton | 3:25 PM | 3:25 PM | 3:25 PM | 3:25 PM |
| Arrive Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM |
| Leave Langdale | 3:55 PM | 3:55 PM | 3:55 PM | 4:10 PM |
| Leave Keats Landing | 4:10 PM ** | 4:10 PM ** | 4:10 PM ** | ----- |
| Leave Eastbourne | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** |
| Arrive Langdale | 4:40 PM | 4:40 PM | 4:40 PM | 4:40 PM |
| Leave Langdale | 4:50 PM | 4:50 PM | 4:50 PM | 4:50 PM |
| Leave New Brighton | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM |
| Arrive Langdale | 5:10 PM | 5:10 PM | 5:10 PM | 5:10 PM |
| Leave Langdale | 5:25 PM | 5:25 PM | 5:25 PM ▲ | 5:25 PM ▲ |
| Leave New Brighton | 5:35 PM | 5:35 PM | 5:35 PM | 5:35 PM |
| Arrive Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Keats Landing | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** |
| Arrive Langdale | 6:15 PM | 6:15 PM | 6:15 PM | 6:15 PM |
| Leave Langdale | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM | 6:20 PM |
| Leave New Brighton | 6:30 PM ** | 6:30 PM ** | 6:30 PM | 6:30 PM ** |
| Leave Keats Landing | ----- | 6:45 PM ** | ----- | ----- |
| Leave Eastbourne | ----- | 7:00 PM ** | ----- | ----- |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a triangle indicates that the Stormaway will meet Route 3 (Horseshoe bay to Langdale) on-time arrivals.

Trips mark with 2 asterisks ** are on a request basis only. Please telephone or text 604-740-6589 at least 1 hour prior to sailing time on the day of travel and leave a voice or text message stating your name, contact phone number, requested pick-up location and scheduled time of travel.

Note: due to the complexity of summer schedules, the Stormaway III / IV will not be able to wait for passengers parking cars or collecting luggage on ANY sailings.

NOTE: EXCEPTION: The Stormaway will wait for parkers, ONLY ON THE LAST SAILING OF THE DAY

Please plan your travel arrangements accordingly.

Holiday Monday schedule on May 18, 2020

PEDESTRIAN TRAFFIC ONLY

Vessel capacity: 48 passengers
 Gambier = New Brighton

HAND BAGGAGE ONLY
 Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect June 24, 2020 to September 7, 2020 (Peak)

| Langdale to Gambier Island & Keats Island | Mon & Thurs | Tues & Wed | Friday | Saturday | Sun & Hol Mon (Aug 3, Sept 7) |
|---|-------------|------------|------------|------------|-------------------------------|
| Leave Langdale | 7:25 AM | 7:25 AM | 7:25 AM | 7:25 AM | 7:25 AM |
| Leave New Brighton | 7:35 AM | 7:38 AM | 7:35 AM | 7:35 AM | 7:36 AM |
| Arrive Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Keats Landing | 8:00 AM | 8:00 AM | 8:00 AM | 8:00 AM | 8:00 AM |
| Arrive Langdale | 8:15 AM | 8:15 AM | 8:15 AM | 8:15 AM | 8:15 AM |
| Leave Langdale | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ |
| Leave New Brighton | 8:30 AM | 8:30 AM | 8:30 AM | 8:30 AM | 8:30 AM |
| Arrive Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Keats Landing | 8:55 AM | 8:55 AM | 8:55 AM | 8:55 AM | 8:55 AM |
| Leave Eastbourne | 9:10 AM | 9:10 AM | 9:10 AM | 9:10 AM | 9:10 AM |
| Arrive Langdale | 9:25 AM | 9:25 AM | 9:25 AM | 9:25 AM | 9:25 AM |
| Leave Langdale | 10:15 AM | 10:15 AM | 10:15 AM | 10:15 AM | 10:15 AM |
| Leave New Brighton | 10:25 AM | 10:25 AM | 10:25 AM | 10:25 AM | 10:25 AM |
| Arrive Langdale | 10:35 AM | 10:35 AM | 10:35 AM | 10:35 AM | 10:35 AM |
| Leave Langdale | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ |
| Leave New Brighton | 10:50 AM | 10:50 AM | 10:50 AM | 10:50 AM | 10:50 AM |
| Leave Eastbourne | 11:05 AM | 11:05 AM | 11:05 AM | 11:05 AM | — |
| Leave Keats Landing | 11:20 AM | 11:20 AM | 11:20 AM | 11:20 AM | 11:05 AM |
| Arrive Langdale | 11:35 AM | 11:35 AM | 11:35 AM | 11:35 AM | 11:20 AM |
| Leave Langdale | 11:50 AM | 11:50 AM | 11:50 AM ▲ | 11:50 AM ▲ | 11:50 AM |
| Leave New Brighton | 12:00 PM | 12:00 PM | 12:00 PM | 12:00 PM | 12:00 PM |
| Arrive Langdale | 12:10 PM | 12:10 PM | 12:10 PM | 12:10 PM | 12:10 PM |
| Leave Langdale | 3:15 PM | 3:15 PM | 3:15 PM | 3:15 PM | — |
| Leave New Brighton | 3:25 PM | 3:25 PM | 3:25 PM | 3:25 PM | — |
| Arrive Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM | — |
| Leave Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM | 3:15 PM |
| Leave Keats Landing | 3:50 PM | 3:50 PM | 3:50 PM | 3:50 PM | 3:30 PM |
| Arrive Langdale | 4:05 PM | 4:05 PM | 4:05 PM | 4:05 PM | 3:45 PM |
| Leave Langdale | — | — | — | — | 3:45 PM |
| Leave New Brighton | — | — | — | — | 3:55 PM |
| Arrive Langdale | — | — | — | — | 4:05 PM |
| Leave Langdale | 4:30 PM | 4:30 PM | 4:30 PM | 4:30 PM | 4:30 PM |
| Leave New Brighton | 4:40 PM | 4:40 PM | 4:40 PM | 4:40 PM | 4:40 PM |
| Arrive Langdale | 4:50 PM | 4:50 PM | 4:50 PM | 4:50 PM | 4:50 PM |
| Leave Langdale | 4:55 PM | 4:55 PM | 4:55 PM | 4:55 PM | 4:55 PM |
| Leave Eastbourne | 5:10 PM | 5:10 PM | 5:10 PM | 5:10 PM | 5:10 PM |
| Arrive Langdale | 5:25 PM | 5:25 PM | 5:25 PM | 5:25 PM | 5:25 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:30 PM | 5:30 PM | 5:30 PM |
| Leave New Brighton | 5:40 PM | 5:40 PM | 5:40 PM | 5:40 PM | 5:40 PM |
| Arrive Langdale | 5:50 PM | 5:50 PM | 5:50 PM | 5:50 PM | 5:50 PM |
| Leave Langdale | 5:50 PM | 5:50 PM | 5:50 PM | 5:50 PM | 5:50 PM |
| Leave Keats Landing | 6:05 PM | 6:05 PM | 6:05 PM | 6:05 PM | 6:05 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ |
| Leave New Brighton | 6:30 PM | 6:30 PM | 6:30 PM | 6:30 PM | 6:30 PM |
| Leave Keats Landing | — | — | 6:45 PM | — | — |
| Leave Eastbourne | — | — | 7:00 PM | — | — |
| Arrive Langdale | 6:40 PM | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a triangle indicates that the Stormaway will meet Route 3 (Horseshoe bay to Langdale) on-time arrivals.

Trips mark with 2 asterisks ** are on a request basis only. Please telephone or text 804-740-6589 at least 1 hour prior to sailing time on the day of travel and leave a voice or text message stating your name, contact phone number, requested pick-up location and scheduled time of travel.

Note: due to the complexity of summer schedules, the Stormaway III / IV will not be able to wait for passengers parking cars or collecting luggage on ANY sailings.

NOTE: EXCEPTION: The Stormaway will wait for parkers ONLY ON THE LAST SAILING OF THE DAY

Please plan your travel arrangements accordingly.

Holiday Monday schedule on August 3, September 7, 2020

PEDESTRIAN TRAFFIC ONLY

Vessel capacity: 40 passengers
 Gambier = New Brighton

HAND BAGGAGE ONLY
 Keats = Keats Landing / Eastbourne

Gambler / Keats Islands - (Passenger Service Only)
Schedule in effect September 8, 2020 to October 12, 2020

| Langdale to Gambler Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun & Hol Mon (Oct 12) |
|---|--------------|-------------|-------------|------------------------|
| Leave Langdale | 7:25 AM | 7:25 AM | 7:25 AM | 7:25 AM |
| Leave New Brighton | 7:35 AM | 7:35 AM | 7:35 AM | 7:35 AM |
| Arrive Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Keats Landing | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** |
| Arrive Langdale | 8:15 AM | 8:15 AM | 8:15 AM | 8:15 AM |
| Leave Langdale | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ |
| Leave New Brighton | 8:30 AM | 8:30 AM | 8:30 AM | 8:30 AM |
| Arrive Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Keats Landing | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** |
| Arrive Langdale | 9:10 AM | 9:10 AM | 9:10 AM | 9:10 AM |
| Leave Langdale | 10:20 AM | 10:20 AM | 10:20 AM | 10:20 AM |
| Leave New Brighton | 10:30 AM | 10:30 AM | 10:30 AM | 10:30 AM |
| Arrive Langdale | 10:40 AM | 10:40 AM | 10:40 AM | 10:40 AM |
| Leave Langdale | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ | 10:40 AM ▲ |
| Leave New Brighton | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** |
| Leave Eastbourne | 11:05 AM ** | 11:05 AM ** | 11:05 AM ** | 11:05 AM ** |
| Leave Keats Landing | 11:20 AM ** | 11:20 AM ** | 11:20 AM ** | 11:20 AM ** |
| Arrive Langdale | 11:35 AM | 11:35 AM | 11:35 AM | 11:35 AM |
| Leave Langdale | 12:35 PM | 12:35 PM | 12:35 PM | 12:35 PM |
| Leave New Brighton | 12:45 PM | 12:45 PM | 12:45 PM | 12:45 PM |
| Arrive Langdale | 12:55 PM | 12:55 PM | 12:55 PM | 12:55 PM |
| Leave Langdale | 12:55 PM ▲ | 12:55 PM ▲ | 12:55 PM ▲ | 12:55 PM ▲ |
| Leave New Brighton | 1:05 PM | 1:05 PM | 1:05 PM | 1:05 PM |
| Arrive Langdale | 1:15 PM | 1:15 PM | 1:15 PM | 1:15 PM |
| Leave Langdale | — | — | — | 2:45 PM |
| Leave Keats Landing | — | — | — | 3:00 PM ** |
| Arrive Langdale | — | — | — | 3:15 PM |
| Leave Langdale | 3:15 PM | 3:15 PM | 3:15 PM | 3:15 PM |
| Leave New Brighton | 3:25 PM | 3:25 PM | 3:25 PM | 3:25 PM |
| Arrive Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM |
| Leave Langdale | 3:55 PM | 3:55 PM | 3:55 PM | 4:10 PM |
| Leave Keats Landing | 4:10 PM ** | 4:10 PM ** | 4:10 PM ** | — |
| Leave Eastbourne | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** |
| Arrive Langdale | 4:40 PM | 4:40 PM | 4:40 PM | 4:40 PM |
| Leave Langdale | 4:50 PM | 4:50 PM | 4:50 PM | 4:50 PM |
| Leave New Brighton | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM |
| Arrive Langdale | 5:10 PM | 5:10 PM | 5:10 PM | 5:10 PM |
| Leave Langdale | 5:25 PM | 5:25 PM | 5:25 PM ▲ | 5:25 PM ▲ |
| Leave New Brighton | 5:35 PM | 5:35 PM | 5:35 PM | 5:35 PM |
| Arrive Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Keats Landing | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** |
| Arrive Langdale | 6:15 PM | 6:15 PM | 6:15 PM | 6:15 PM |
| Leave Langdale | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM | 6:20 PM |
| Leave New Brighton | 6:30 PM ** | 6:30 PM ** | 6:30 PM ** | 6:30 PM ** |
| Leave Keats Landing | — | 6:45 PM ** | — | — |
| Leave Eastbourne | — | 7:00 PM ** | — | — |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a triangle indicates that the Stormway will meet Route 3 (Horseshoe bay to Langdale) on-time arrivals.

Trips mark with 2 asterisks ** are on a request basis only. Please telephone or text 904-740-8589 at least 1 hour prior to sailing time on the day of travel and leave a voice or text message stating your name, contact phone number, requested pick-up location and scheduled time of travel.

Note: due to the complexity of summer schedules, the Stormway III / IV will not be able to wait for passengers parking cars or collecting luggage on ANY sailings.
NOTE: EXCEPTION: The Stormway will wait for parkers, ONLY ON THE LAST SAILING OF THE DAY.

Please plan your travel arrangements accordingly.

Holiday Monday schedule on October 12, 2020

PEDESTRIAN TRAFFIC ONLY

Vessel capacity: 40 passengers
 Gambler = New Brighton

HAND BAGGAGE ONLY
 Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect October 13, 2020 to March 31, 2021

| Langdale to Gambier Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun & Hol Mon (Feb 15) |
|--|--------------|-------------|-------------|------------------------------|
| Leave Langdale | 7:25 AM | 7:25 AM | 7:25 AM | 7:25 AM |
| Leave New Brighton | 7:35 AM | 7:35 AM | 7:35 AM | 7:35 AM |
| Arrive Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Langdale | 7:45 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Leave Keats Landing | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** | 8:00 AM ** |
| Arrive Langdale | 8:15 AM | 8:15 AM | 8:15 AM | 8:15 AM |
| Leave Langdale | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ | 8:20 AM ▲ |
| Leave New Brighton | 8:30 AM | 8:30 AM | 8:30 AM | 8:30 AM |
| Arrive Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Langdale | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave Keats Landing | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** | 8:55 AM ** |
| Arrive Langdale | 9:10 AM | 9:10 AM | 9:10 AM | 9:10 AM |
| Leave Langdale | 10:15 AM | 10:15 AM | 10:15 AM | 10:15 AM |
| Leave New Brighton | 10:25 AM | 10:25 AM | 10:25 AM | 10:25 AM |
| Arrive Langdale | 10:35 AM | 10:35 AM | 10:35 AM | 10:35 AM |
| Leave Langdale | 10:35 AM ▲ | 10:35 AM ▲ | 10:35 AM ▲ | 10:35 AM ▲ |
| Leave New Brighton | 10:45 AM ** | 10:45 AM ** | 10:45 AM ** | 10:45 AM ** |
| Leave Eastbourne | 11:00 AM ** | 11:00 AM ** | 11:00 AM ** | 11:00 AM ** |
| Leave Keats Landing | 11:15 AM ** | 11:15 AM ** | 11:15 AM ** | 11:15 AM ** |
| Arrive Langdale | 11:30 AM | 11:30 AM | 11:30 AM | 11:30 AM |
| Leave Langdale | 12:25 PM | 12:25 PM | 12:25 PM | 12:25 PM |
| Leave New Brighton | 12:35 PM | 12:35 PM | 12:35 PM | 12:35 PM |
| Arrive Langdale | 12:45 PM | 12:45 PM | 12:45 PM | 12:45 PM |
| Leave Langdale | 12:45 PM ▲ | 12:45 PM ▲ | 12:45 PM ▲ | 12:45 PM ▲ |
| Leave New Brighton | 12:55 PM | 12:55 PM | 12:55 PM | 12:55 PM |
| Arrive Langdale | 1:05 PM | 1:05 PM | 1:05 PM | 1:05 PM |
| Leave Langdale | --- | --- | --- | 2:40 PM |
| Leave Keats Landing | --- | --- | --- | 2:55 PM ** |
| Arrive Langdale | --- | --- | --- | 3:10 PM |
| Leave Langdale | 3:15 PM | 3:15 PM | 3:15 PM | 3:15 PM |
| Leave New Brighton | 3:25 PM | 3:25 PM | 3:25 PM | 3:25 PM |
| Arrive Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM |
| Leave Langdale | 3:55 PM | 3:55 PM | 3:55 PM | 4:10 PM |
| Leave Keats Landing | 4:10 PM ** | 4:10 PM ** | 4:10 PM ** | --- |
| Leave Eastbourne | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** | 4:25 PM ** |
| Arrive Langdale | 4:40 PM | 4:40 PM | 4:40 PM | 4:40 PM |
| Leave Langdale | 4:50 PM | 4:50 PM | 4:50 PM | 4:50 PM |
| Leave New Brighton | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM |
| Arrive Langdale | 5:10 PM | 5:10 PM | 5:10 PM | 5:10 PM |
| Leave Langdale | 5:25 PM | 5:25 PM | 5:25 PM | 5:25 PM |
| Leave New Brighton | 5:35 PM | 5:35 PM | 5:35 PM | 5:35 PM |
| Arrive Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Langdale | 5:45 PM | 5:45 PM | 5:45 PM | 5:45 PM |
| Leave Keats Landing | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** | 6:00 PM ** |
| Arrive Langdale | 6:15 PM | 6:15 PM | 6:15 PM | 6:15 PM |
| Leave Langdale | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ | 6:20 PM ▲ |
| Leave New Brighton | 6:30 PM ** | 6:30 PM ** | 6:30 PM ** | 6:30 PM ** |
| Leave Keats Landing | --- | 6:45 PM ** | --- | --- |
| Leave Eastbourne | --- | 7:00 PM ** | --- | --- |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a ▲: the Stormaway will wait for Rte 3 to arrive at Langdale.

Trips mark with 2 asterisks ** are on a request basis only. Please telephone or text 604-740-8889 at least 1 hour prior of travel and leave a voice or text message stating your name, contact phone number, requested pick-up location and

Holiday Monday schedule on Feb 15, 2021

PEDESTRIAN TRAFFIC ONLY

Gambier = New Brighton

HAND BAGGAGE ONLY
 Keats = Keats Landing / Eastbourne

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated the 24th day of APRIL, 2018 (the "Effective Date")

BETWEEN:

BRITISH COLUMBIA FERRY SERVICES INC., a corporation incorporated and existing under the laws of the Province of British Columbia, having its principal office at 500-1321 Blanshard Street, Victoria, British Columbia, V8W 0B7

(herein called the "Company")

AND:

KONA WINDS YACHT CHARTERS LTD., a corporation incorporated and existing under the laws of the Province of British Columbia, Canada, having its principal office at 361 Allison Way, Gibsons, British Columbia, V0N 1V8

(herein called the "Operator")

WHEREAS:

A. The Company and the Operator entered into a Marine Transportation Services Agreement dated April 1, 2016 (the "Contract") under which the Operator agreed to provide scheduled marine transport services using the Vessels to service Route 13 for the Company and requested the Company to pay it a fee for providing such services and the Company agreed to pay such a fee on the terms and conditions contained in the Contract.

B. The Company and the Operator wish to amend the Contract by entering into this Amending Agreement, effective as of the Effective Date.

NOW THEREFORE this Amending Agreement witnesses that in consideration of the covenants and agreements herein contained, the parties hereto (collectively, the "Parties", and each, a "Party") hereby covenant and agree that the Contract will be amended as of the Effective Date in the following respects:

1. **Defined Terms** - All terms in this Amending Agreement that are defined in the Contract and are not otherwise defined in this Amending Agreement have the meanings ascribed to those terms in the Contract.

2. **Addition of Definitions** - The Contract is hereby amended by adding the following definitions:

"Workboat Mooring Location

The south end of the Route 13 Langdale float which can be used for mooring the Employee Workboat"

"Employee Workboat

A vessel used by the the Operator only to transport its employees to and from the Vessels to provide the Service"

3. **Amendment to Article 1** - The Contract is hereby amended by adding the following as Article 1.2:

1.2 WORKBOAT MOORING

1.2.1 During the Term of this Agreement the Operator shall:

- (a) have exclusive use of the Workboat Mooring Location solely for the purposes of mooring the Employee Workboat on the terms, conditions and obligations set forth herein;
- (b) use the Workboat Mooring Location only during operational hours as specified in Schedule "A";
- (c) if requested, provide access to the Company to use the Workboat Mooring Locations;
- (d) be responsible for the safe use of the Workboat Mooring Location including the safe transfer of its employees from the Employee Workboat to the Langdale float;
- (e) be responsible for any damage to the Langdale float caused by the Employee Workboat or its use of the Workboat Mooring Location that, at the reasonable discretion of the Company, is beyond reasonable wear and tear;
- (f) ensure that the insurance set forth in Section 6 of the Contract covers the loss or damage or legal liabilities arising from the use of the Employee Workboat and the Workboat Mooring Location;
- (g) not permit passengers or others to access the Employee Workboat when travelling to or from or using the Workboat Mooring Location unless the Company provides its prior written consent; and
- (h) comply with all federal, provincial, regional, municipal or local laws, statutes, ordinances, rules bylaws, conventions, regulations, enforceable orders, decisions or directives applicable from time to time to the Employee Workboat or the use of the Workboat Mooring Location, including those set out in Section 1.1(d) of the Contract.

1.2.2 The Company shall have the right to require that the Operator vacate the Workboat Mooring Location, either temporarily or permanently, upon the written notice by the Company to the Operator.

4. **Amendment to Article 1** - The Contract is hereby amended by adding the following as Article 1.3:

1.3 TEMPORARY MOORING OF VESSEL TO BE REPAIRED

During the Term of this Contract, If one of the Vessels suffers a mechanical breakdown that prevents it from providing Services, the Operator shall:

- (a) have non-exclusive use of the Workboat Mooring Location to temporarily moor such Vessel until it can be towed to receive repair work; and
- (b) arrange to tow such Vessel to receive repair work as soon as is reasonably possible.

5. **Amendment to Article 3** - The Contract is hereby amended by adding the following as Article 3.2.1:

FOI ss 17, 21

The Operator will be charged [redacted] per month (plus applicable taxes) for the use of the Workboat Mooring Location at the Langdale Terminal.

6. **Appendices** - The Contract is hereby amended by deleting Appendix C in its entirety and replacing it with the document entitled "Appendix C - Fee Schedule" attached as Schedule A to this Amending Agreement.

7. **Conflicts** - If a conflict occurs between a term or a condition in the Contract and a term or condition of this Amending Agreement, the provision in this Amending Agreement governs.

8. **Effect of Amendment** - This Amending Agreement is effective as of the Effective Date, and, except as specifically amended herein, the Contract and all of its terms and conditions remain in full force and effect. The Contract, as amended by this Amending Agreement, constitutes the entire understanding of the Parties with respect to the subject matter hereof.

9. **Binding Effect and Severability** - Each reference herein to a Party hereto includes its successors and assigns, all of whom shall be bound by this Amending Agreement and in whose favour the provisions of this Amending Agreement inure. If any one or more of the provisions contained in this Amending Agreement are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10. **Further Assurances** - The Parties hereto agree to execute such other documents and instruments and to do such other and further things as may be necessary or desirable for the execution and implementation of this Amending Agreement and the consummation of the transactions contemplated hereby and thereby.

11. **Law and Jurisdiction** - This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

12. **Counterparts** - This Amending Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Contract as of the Effective Date.

BRITISH COLUMBIA FERRY SERVICES INC.

Per: FOIPP s. 22

Name: Candine Storey

Title: Vice President & Chief Operating Officer

KONA WINDS YACHT CHARTERS LTD.

Per: FOIPP s. 22

Name: BOUCE A. KERR

Title: PRES

APPENDIX A

SCHEDULE "C" FOI ss. 17, 21

The Company shall pay to the Operator a monthly fee of [redacted] as adjusted below (the "Fee") in the first year of the Term.

2. The Fee will be increased at the beginning of each subsequent year during the Term (the first such additional increase effective April 1, 2017) by [redacted]

[redacted]

FOIPP s. 17

Equation example:

[redacted]

FOIPP s. 17

The following adjustments will be made to the monthly Invoice:

- subtract total cash fares collected (GST to be detailed separately)
- subtract monthly charge [redacted] (plus applicable taxes) as per Section 3.2
- subtract monthly charge [redacted] (plus applicable taxes) as per Section 3.2.1
- subtract monthly charge [redacted] (plus applicable taxes) as per Section 3.3
- subtract fee for missed round trips as per Section 3.4
- add costs for fuel actually purchased during the month up to maximum as per Section 3.5
- add costs for fuel actually purchased during the month for the provision of extra services in excess of the maximum as per Section 3.6.1
- add fee for extra time as per Section 3.6.2
- add fee for extra time or subtract fee for less time, as applicable, as per Section 3.6.3.

In addition, the following annual adjustments will be made to the first month's Invoice following the end of each year during the Term:

- add or subtract annual adjustment for trip nautical miles as per Section 3.6.1
- add or subtract annual adjustment for shoulder schedule days as per Schedule "F"
- add annual fee for Traffic Levels as per Section 3.7

An invoice, together with the Manifests (Schedule "D"), the Monthly Summary (Schedule "E"), and the statement of fuel purchased during the month are to be submitted to:

British Columbia Ferry Services Inc.
2000 Park Avenue
Prince Rupert, British Columbia V8J 4P7

By mail
British Columbia Ferry Services Inc.
P.O. Box 697
Prince Rupert, British Columbia V8J 3S1

Attention: Marine Superintendent

By Fax: 250-627-8448

By Email: Hardeep.Grewal@bcferries.com

The Company may change its address, fax number or email address for notices by giving the Operator notice of such change.

The Operator shall deliver the collected prepaid tickets and passenger passes to the Langdale Office, attention Revenue Department, within 21 days of the billing period.

MARINE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of April, 2016.

BETWEEN:

BRITISH COLUMBIA FERRY SERVICES INC. a company incorporated under the laws of the Province of British Columbia.

(the "Company")

AND:

KONA WINDS YACHT CHARTERS LTD. a company incorporated under the laws of the Province of British Columbia

(the "Operator")

WHEREAS:

- A. The Company is regulated under the *Coastal Ferry Act* [SBC 2003] Chapter 14 (the "CFA") and is obligated under the Coastal Ferry Services Contract (the "CFSC") between the Province of British Columbia and the Company made as of the 1st day of April, 2003, as such agreement may be amended from time to time, to provide marine transportation services between designated ports in the coastal waters of British Columbia, including the route between Langdale, Gambler Island and Keats Island ("Route 13").
- B. The Operator is the registered Owner of the M.V. Stormaway III registered in the year 1976 in the Port of Vancouver under Official Number 371798 and the M.V. Stormaway IV registered in the year 1978 in the Port of Vancouver under Official Number 346309 (collectively the "Vessels" and each a "Vessel").
- C. The Operator agrees to provide scheduled marine transportation services using the Vessels to service Route 13 for the Company and requests the Company to pay it a fee for providing such services and the Company has agreed to pay such a fee on the terms and conditions herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree with each other as follows:

1. SERVICES

- 1.1 During the Term (as hereinafter defined) of this Agreement, the Operator shall perform the following services:
 - (a) operate a safe passenger ferry transportation service on Route 13 between Langdale, Gambler Island and Keats Island using the Vessels or such other vessel(s) agreed to in writing by the Company and complying with the requirements set forth in the CFA, the CFSC and this Agreement, including without limitation, the schedules attached as Schedule "A" or such other times and intervals as the Company may specify in writing to the Operator from time to time (the "Service");

- (b) use reasonable efforts to accommodate passengers on the Company's Route 3 (Langdale - Horseshoe Bay) who may be attempting to travel on Route 13, including, without limitation, delaying the Langdale, Keats, Gambler sailing if the Route 3 vessel is late in arriving at Langdale;
- (c) provide such personnel, equipment and facilities as are necessary for the proper functioning of the Service, including, without limitation, loading and unloading facilities and services necessary to transport, load and off-load passengers between the Company's facilities at Langdale and the public loading docks at New Brighton, Eastbourne and Keats Landing;
- (d) comply with all federal, provincial, regional, municipal or local laws, statutes, ordinances, rules, bylaws, conventions, regulations, enforceable orders, decisions or directives applicable from time to time to the Vessels or to the carrying out by the Operator of its obligations hereunder including, without limitation, the *Migratory Birds Convention Act*, 1994, S.C. 1994, c.22, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c.33, the *Workers Compensation Act*, R.S.B.C. 1996, c.492, the *Canada Shipping Act*, 2001, S.C. 2001, c.26, the *Marine Liability Act*, S.C. 2001, c.6, the *Canada Transportation Act*, S.C. 1996 c.10, the *Transportation of Dangerous Goods Act*, 1992, S.C. 1992 c.34, *Marine Transportation Security Act*, 1994, c.40, the *International Maritime Dangerous Goods Code* and the *Canada Labour Code*, R.S.C. 1985, c. L-2 including their respective regulations, all as amended or replaced from time to time;
- (e) provide reasonable access to the Company, its agents and employees at their own risk during normal business hours to board and inspect the Vessels and all equipment, machinery and fittings forming a part thereof and all manifests, records, certificates and licenses maintained thereon and to make such enquiries and investigations of the Operator, its employees, contractors and others as the Company may deem necessary or desirable in order to satisfy itself as to the fulfilment of the Operator's obligations hereunder, and if so requested, the Operator shall co-operate with and provide all necessary consents and authorizations requested by the Company in making such inquiries and investigations;
- (f) post such signs and other materials as are necessary to adequately inform the public of the Service. The Operator is responsible for communicating in a timely manner with the communities served to inform them of scheduled and unscheduled changes to the Service.
- (g) levy and collect on embarkation of the users of the Service on behalf of the Company, only such fares and charges, including prepaid tickets, as the Company shall specify in writing from time to time, the initial fares and charges being those set forth in Schedule "B" hereto, and ensure that all users paying cash for the Service are offered a receipt for the amount paid;

- (h) comply with the Province of British Columbia's Medical Travel Assistance Program and the Company's discount policies, as specified in writing by the Company from time to time, the initial discounts being those set forth in Schedule "B" hereto;
- (l) maintain complete and accurate records and vouchers in respect of all amounts and prepaid tickets (including vouchers for all Company personnel or Company employee travel program pass holders travelling on the Vessels using their Company issued passes) so collected from the Service and allow the Company access to the offices of the Operator and all books, records and vouchers of the Operator to audit the amounts and prepaid tickets so collected if considered necessary by the Company;
- (j) prepare and maintain an accurate and complete passenger manifest in the forms attached hereto as Schedule "D" (the "Manifest") for each trip of the Vessels and to deliver a copy of each trip's Manifest, certified to be true, complete and correct by the Vessel's Crew, to the Company's Marine Superintendent (the "Marine Superintendent") within three days following the end of each month;
- (k) prepare and maintain a monthly summary of the Operator's performance hereunder in the form attached hereto as Schedule "E" (the "Monthly Summary") and to deliver such Monthly Summary to the Marine Superintendent within three days following the end of each month;
- (i) deal in an efficient and expeditious manner with any claims made against the Operator in respect of the provision by the Operator of the Service or the non-observance or non-performance of any of its obligations under this Agreement including, without limitation, any claims for loss of life, injury or property damage or other loss;
- (m) arrange for the Vessels to be approved by a Canadian Steamship Inspector on an annual basis or such later period of time as required by applicable law. The Operator shall obtain and provide a copy of all applicable Transport Canada documentation, including the S.I.C. 16, a safe manning certificate, the written inspection report, or equivalent certificate(s), to the Company's Marine Superintendent no later than 10 working days after the inspection has been completed and will ensure that all certificates and licenses are maintained at all times as required by all applicable laws;
- (n) not carry out services similar to the Service on any portion of Route 13 without the prior written consent of the Company;
- (o) immediately and fully apprise the Company of all claims made against the Operator in respect of the provision of the Service including all legal actions, deaths and unusual incidents, injuries to passengers and damage to the Vessels, docks or otherwise; and

- (p) attend and participate in any Gambier-Keats Ferry Advisory Committee meetings if so requested by the Company.

2. TERM

- 2.1 Subject to earlier termination hereof, the term of this Agreement (the "Term") shall be the period commencing on April 1, 2016 and ending March 31, 2020 provided the Company may at its option extend the Term for a period of up to four years by giving written notice to the Operator not later than 360 days prior to the expiration of the Term. Any contract extension is subject to mutual agreement of a price or service change.

3. PAYMENT

- 3.1 In consideration of the supplying of the Vessels and the performance of the Service by the Operator pursuant to the terms hereof, the Company shall, no later than 25 days after receipt of an invoice, the Manifests, the Monthly Summary, and the statement of fuel purchased during the month, pay to the Operator directly or as the Operator may request in writing, a monthly fee calculated in accordance with Schedule "C" hereto (the "Fee"). Notwithstanding the foregoing, the Company may, without prejudice to any other rights or remedies available to it by law or under the terms of this Agreement, deduct and withhold from any Fee any cost, expense, loss or damage paid or suffered by the Company at any time as the result of any misrepresentation or breach or non-fulfilment by the Operator of any representation, warranty, covenant or obligation contained herein, or damage to the facilities of the Company, including the Langdale terminal, and the Company's reasonable decision in respect of any amount so adjusted or withheld shall be final and binding on the Operator.
- 3.2 The Operator will be charged FOI ss. 17, 21 per month (plus applicable taxes) for the non-exclusive use and maintenance of the dock at the Langdale Terminal.
- 3.3 The Operator will be charged 17, 21 per month (plus applicable taxes) for power supply to such dock at the Langdale Terminal.
- 3.4 In the event the Operator is not able to provide the Service as described in Schedule "A", the Company may withhold payment for each missed round trip, or negotiate delivery of the missed round trips at a later date. The amount of the payment the Company may withhold for each missed round trip will be equal to the Ferry Transportation Fee per Round Trip for Route 13 as specified in Appendix 1 of Schedule "B" of the CFSC.
- 3.5 The Company shall reimburse the Operator monthly for the actual fuel costs incurred for the quantity of fuel used in providing the Service, which includes fuel used in providing on demand sailings (the "extra services"), up to a maximum annual consumption amount for each year during the Term. Subject to Section 3.6.1, the maximum annual consumption amount of fuel for each year during the Term in providing the Service, which includes fuel used in providing the "extra services", is equal to the lesser of (a) FOI ss. 17, 21 litres of fuel, and (b) the aggregate quantity of fuel consumed by the Operator in the previous year of the Term or in the last year of the Marine Transportation Services Agreement made as of the 1st day of April, 2008 between the Company and the Operator, as renewed (the "Existing Agreement") for reference in the first year of the Term.

FOIPP s. 17

The Operator shall deliver to the Company within five days after the end of each month, a statement detailing for the fuel purchased by the Operator for the performance of the Service, the date of the purchase, the quantity of fuel, unit prices, taxes and costs paid by the Operator for such fuel as well as a summary of the quantity of fuel used in the provision of extra services (including details on the quantity of fuel in excess of the maximum consumption amount per Section 3.6.1.b), and will allow the Company to have access to the offices of the Operator and all books and records of the Operator to audit such fuel purchases, if considered necessary by the Company.

3.6 Extra Services: FOI ss. 17, 21

3.6.1 For each year during the Term, if the number of trip nautical miles in providing the Service (which includes providing extra services) exceeds 21,740 Nm/annum (the "excess miles"), the Company will pay a) a fee of for all trip nautical miles in excess of 21,740 Nm/annum; and b) in cases where the maximum annual fuel consumption amount under Section 3.5 has been reached, the actual costs for that fuel in excess of that annual maximum used for such excess miles. If the number of trip nautical miles is less than 21,740 Nm/annum, the Operator will credit the Company an amount calculated as follows:

$$(21,740 \text{ Nm} - \text{actual number of trip nautical miles provided}) \times \text{FOI ss. 17, 21}$$

3.6.2 If extra time will be required to operate a Vessel due to late arrival at the Route 13 dock of connecting passengers from the Route 3 (Langdale-Horseshoe Bay) vessel, the Company will pay a rate of FOI ss. 17, 21 for each additional minute, which exceeds an initial two minute grace period for each late arrival instance, that the Vessel is required to wait to permit the boarding of passengers travelling on Route 3.

3.6.3 If the service time in the schedule set forth in Schedule "A" exceeds the time periods set out in Schedule "F" for either the morning shift or the afternoon shift, the Company will pay the Operator a rate of for each additional minute. If the service time in the schedule set forth in Schedule "A" is less than the time periods set out in Schedule "F" for either the morning shift or for the afternoon shift, the Operator will credit the Company a rate of for each minute it is less. FOI ss. 17, 21

3.6.4 The payments in Sections 3.6.2 and 3.6.3 shall be on a without duplication basis such that the Operator shall not be entitled to be compensated twice for the same delay.

3.7 Traffic Levels. On each anniversary of the commencement of the Term, the Company will pay the Operator an additional amount as follows:

3.7.1 for each passenger in the immediately preceding year in excess of 50,000 up to and including 55,000, an amount of per such passenger; plus FOI ss. 17, 21

3.7.2 for each passenger in the immediately preceding year in excess of 55,000, an amount of per such passenger. FOI ss. 17, 21

4. REPRESENTATIONS AND WARRANTIES OF OPERATOR

4.1 The Operator represents and warrants to the Company, with the intention that the Company shall rely thereon, as follows:

- (a) the Operator is a corporation duly incorporated and in good standing under the laws of the Province of British Columbia;
- (b) the Operator is the legal, beneficial and registered Owner of all 64 shares of each of the Vessels;
- (c) the Vessels comply with all applicable laws with respect to passenger carrying vessels similar in size to the Vessels;
- (d) the Vessels were built and are currently equipped to Transport Canada Standards for passenger carrying vessels similar in size to the Vessels;
- (e) the Operator possesses all necessary authority and has all required licences and permits required to enter into this Agreement and to perform all of its obligations hereunder in accordance with the terms hereof;
- (f) neither the execution and delivery of this Agreement nor the performance of any of the obligations of the Operator to be performed hereunder will:
 - (i) conflict with or result in a breach of or default under any agreement or other instrument or obligation to which the Operator is a party or by which it or the Vessels may be bound,
 - (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Vessels or the Operator, or
 - (iii) require the consent or approval of any person or authority not a party to this Agreement; and
- (g) the Operator does not know or have reason to know of any claim, judgement, action, suit, litigation or proceeding, pending or threatened, against it or the Vessels which might adversely affect the Vessels or the ability of the Operator to carry out its obligations hereunder.

5. RISK AND LIABILITY

- 5.1 The Operator shall be solely responsible for and shall pay for all claims, losses, damages, expenses (including legal fees and disbursements) and costs of any nature or kind arising out of or attributable to any cause whatsoever in connection with the performance of its obligations hereunder, including the acts or omissions of its officers, directors, agents and employees.
- 5.2 While using the dock at Langdale terminal and the docks at any of the other locations on Route 13, the Operator shall be responsible for the safe transfer of

passengers between the dock and the Vessels. The Operator may tie up the Vessels at the dock at Langdale terminal at its own risk. The Operator is responsible for any damage to the dock at Langdale caused by its Vessels that, at the reasonable discretion of the Company, is beyond normal wear and tear.

6. INSURANCE

- 6.1 During the Term of the Agreement, the Operator, shall at its own cost and expense arrange and maintain insurance against physical loss or damage to the Vessels and legal liabilities arising out of the use and operation of the terminals and Vessels, including Collision Liabilities, Pollution Liabilities Passenger Liabilities, and Cargo Legal on minimum terms and conditions as follows:
- 6.1.1 Hull & Machinery Insurance: Canadian Hulls (Pacific) Clauses 2005 or equivalent, including primary collision liabilities. If primary collision is excluded, then this insurance must be included with the Protection & Indemnity Insurance.
- 6.1.2 Protection & Indemnity Insurance providing liability to passengers and their property on all vessels used under this Agreement and during loading and unloading of these vessels through either one of the following options:
- Option 1) Entry in a Protection & Indemnity Club that is a member of the International Group of Protection & Indemnity Clubs or
- Option 2) Insurance with a recognized insurer with insuring conditions SP 23 or equivalent for a limit of liability of not less FOI ss. 17, 21
- 6.1.3 Commercial general liability insurance in amounts sufficient to provide coverage for any liabilities arising out of or resulting from its obligations under this Agreement and such insurance will not be less FOI ss. 17, 21 per occurrence, together with any other insurance that is customary in the Operator's industry for services similar to the Services. The insurance coverage described in this Section 6.1.3 will include bodily injury, death, property damage and advertising coverage and will not exclude host liquor liability. The commercial general liability insurance will add the Company to the policy as an additional insured
- 6.1.4 Each policy shall have the Company added as an additional insured or coinsured and an endorsement specifying that the said policy shall be primary and without right of contribution from any insurance otherwise maintained by the Company. The maximum deductible shall not exceed FOI ss. 17, 21 per occurrence. The Company is to receive at least thirty (30) days prior written notice of intended policy cancellation.
- 6.2 The Operator shall furnish to the Company, prior to the commencement of Service under this Agreement (and on the anniversary date thereafter), certificates of insurance from the insurer acceptable to the Company, as to the insurance required to be maintained hereunder. If the Operator shall fail to take out and keep in force such insurance, the Company may do so and the Operator shall repay to the Company forthwith upon demand the amount of any premium reasonably paid by the Company as aforesaid and any amount not repaid on

demand may be deducted from the Fee (as defined) or other monies payable by the Company.

The Company makes no representation that the amounts of insurance stated in Section 6 above are adequate to cover any potential loss and only state the minimum required by the Company for the purposes of the Agreement. Notwithstanding any review or approval by the Company of any terms of such insurance, there is no representation that such terms are sufficient or will have any given legal effect.

7. ISM CERTIFICATION

- 7.1 The Operator agrees to maintain International Safety Management (ISM) Code certification for the operation of Route 13 in good standing for the duration of the Term. The Operator will provide Documents of Compliance and vessel Safety Management Certificates upon request by the Company. Failure to maintain such ISM certification will be a default under this Agreement.

8. INDEMNIFICATION

- 8.1 The Operator shall indemnify and save harmless the Company, its employees, agents, servants and assigns from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including legal expenses on a solicitor and own client basis) that the Company may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Operator or any of the Operator's agents, employees, directors, officers or subcontractors engaged in connection with the Service or any of its obligations hereunder, including without limitation, any infringement of copyrights or license rights by the Operator.

9. FORCE MAJEURE

- 9.1 Notwithstanding any other provision herein contained, the parties hereto shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement, if the non-performance thereof shall be due to an event that is beyond the reasonable control and without the fault of a party hereto (an "Event of Force Majeure"). For the purposes of this Agreement an Event of Force Majeure includes fires, floods, adverse weather, strikes or lock-outs (excepting strikes or lock-outs involving the Operator's employees), civil commotion, invasion, rebellion, hostilities, sabotage, power failures and acts of God. A lack of money, financing or credit will not ever be and will not ever be deemed to be an Event of Force Majeure.
- 9.2 No party will be liable to another for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 9.3 If an Event of Force Majeure occurs or is likely to occur which will reduce the Service below the levels provided herein, then the party affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

10. EVENTS OF DEFAULT

- 10.1 It is hereby acknowledged that service is the essence of this Agreement and accordingly if, in the reasonable opinion of the Company, there has been a significant or continued lack of service by the Operator, as determined by the Company, in its sole discretion acting reasonably, the Company shall have the right to serve notice on the Operator specifying the act or omission complained of and requiring the same to be remedied within a period of ten days. In the event that the act or omission complained of shall not be remedied within such period, then the Company may give notice in writing to the Operator terminating this Agreement, effective immediately.
- 10.2 Notwithstanding any other provisions herein contained, the Company may, by giving notice to the Operator, terminate this Agreement forthwith upon the happening of any of the following events, namely:
- (a) if the Operator fails to carry out any of the obligations to be performed on its part hereunder, and such failure shall not be remedied or corrected within ten days after the Operator receiving written notice from the Company of such breach or omission;
 - (b) any action or omission of the Operator or its employees, directors, officers or subcontractors, causes the Company to be in default under the CFA or the CFSC and such action or omission shall not be remedied or corrected within ten days after the Operator receiving written notice from the Company of such action or omission;
 - (c) if both of the Vessels become unfit to carry out the Service for any reason in accordance with the terms hereof and a replacement vessel of the equivalent or better standard is not put into service within 30 days after the Vessels become unfit;
 - (d) if the Operator shall file an assignment under any law having for its purpose the adjudication of the Operator as a bankrupt or the liquidation of the Operator;
 - (e) if the Operator shall be adjudicated a bankrupt or an order is made for the winding-up of the Operator;
 - (f) if the Operator makes any assignments for the benefit of creditors;
 - (g) if the Operator requests the Registrar of Companies of the Province of British Columbia to strike it off the Register of Companies, or if such company is in fact struck from the Register of Companies;
 - (h) if the Operator or any of its officers, directors, employees or subcontractors shall be convicted of any offence under any law or regulation of Canada or British Columbia or any duly constituted authority thereof, which the Company reasonably feels is embarrassing to it or may cause loss of confidence by the public in the Company or the Operator;

- (i) any representation or warranty made by the Operator in this Agreement is materially untrue or incorrect; or
 - (j) any information, statement, document or report furnished or submitted by or on behalf of the Operator to the Company under or as a result of this Agreement is materially untrue or incorrect.
- 10.3 Upon the termination of this Agreement, the Company shall pay to the Operator any Fee or portion thereof or other compensation owing to the Operator up to the date of termination subject to the right of Company to set-off against any payments to the Operator any claims which the Company has against the Operator as a result of the Operator's default hereunder.
- 10.4 The Company's rights under this Section 10 to terminate this Agreement shall be without prejudice to the Company's other rights and remedies at law or in equity arising out of a breach of this Agreement by the Operator.

11. RIGHTS OF TRUSTEE

- 11.1 In this Agreement, "Trustee" means Computershare Trust Company of Canada, or any successor trustee appointed pursuant to the Master Trust Indenture dated May 19, 2004 between the Company and Computershare Trust Company of Canada.
- 11.2 The Trustee shall have the same rights in respect of any default by the Operator of its obligations hereunder as the Company has pursuant to Section 10.2.
- 11.3 If the Operator alleges any default by the Company of this Agreement, any notice of default given to the Company will be given concurrently to the Trustee.
- 11.4 The Operator acknowledges that the interest of the Company in this Agreement is charged and assigned to the Trustee and that the Operator will accept performance by the Trustee, a receiver, a receiver and manager or trustee in bankruptcy of the Company as performance by the Company or its assigns under this Agreement.
- 11.5 In the event that the Company is in default of its obligations hereunder and such default continues beyond any period of time during which the Company is entitled to cure such default, the Operator will give the Trustee, a receiver, a receiver and manager or trustee in bankruptcy a reasonable period of time to cure such default.

12. RELATIONSHIP OF PARTIES

- 12.1 The Operator is not hereunder an agent or legal representative of the Company for any purpose whatsoever and is not granted by the terms or execution of this Agreement any express or implied right or authority to assume or create any responsibility on behalf of or in the name of the Company or to bind the Company in any manner whatsoever.

13. PUBLIC INFORMATION

- 13.1 The Operator acknowledges that all information delivered to the Company in connection with the provision of the Service, including information with respect to

the number of trips, the number and type of passengers, on time performance, the amount and type of freight (if applicable) carried and the respective fares and charges collected, but excluding information relating to the Operator and its finances and expenses, shall be public information and may be used by the Company or made available to the British Columbia Ferries Commissioner, the Province, or any member of the public.

14. NOTICE

- 14.1 All notices, filings, demands and payments required or permitted to be given hereunder will be sufficiently given if delivered or sent by fax or email as follows:

If to the Company:

British Columbia Ferry Services Inc.
2000 Park Avenue
Prince Rupert, British Columbia
V8J 4P7

By mail
British Columbia Ferry Services Inc.
P.O. Box 697
Prince Rupert, British Columbia
V8J 3S1

Attention: Marine Superintendent
Fax number: (250) 627-8448
Email: Lance.Lomax@bcferries.com

If to the Trustee:

Computershare Trust Company of Canada
510 Burrard Street
Vancouver, British Columbia
V6C 3B9

Attention: Corporate Trust Manager
Fax number: (604) 685-4079

If to the Operator:

Kona Winds Yacht Charters Ltd.
361 Allison Way
Gibsons, British Columbia
V0N 1V8

Attention: Bruce Kerr
Email: mail@konawindscharters.com

Payments to the Operator may be made by electronic transfer to an account identified by the Operator to the Company.

and any notice will be deemed to have been given and received on the business day immediately following delivery, successful facsimile transmission, or when a delivery receipt is obtained if sent by email.

- 14.2 Either party may change its address, email address or fax number for notices by giving the other notice of such change.

15. REMEDIES CUMULATIVE

- 15.1 All rights and remedies of either party hereunder are cumulative and are in addition to, and shall not be deemed to exclude, any other right or remedy allowed by law. All rights and remedies may be exercised concurrently.

16. FURTHER ASSURANCES

- 16.1 Each of the parties hereto covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

17. NON-WAIVER

- 17.1 No condoning, excusing or waiver by any party hereto of any default, breach or non-observance by any other party hereto at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of that party in respect of any such continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the party having those rights.

18. TIME

- 18.1 Time shall be of the essence of this Agreement.
- 18.2 Any reference to "days" herein shall refer to calendar days.

19. PROHIBITION AGAINST ASSIGNMENT

- 19.1 This Agreement and the rights of the Operator hereunder shall not be assignable by the Operator without the written consent of the Company, which consent may be withheld in the sole and absolute discretion of the Company. For the purposes of this Agreement, a change of control of the Operator, either directly or indirectly, shall constitute an assignment by the Operator requiring the consent of the Company.
- 19.2 The Company may assign its rights under this Agreement without the consent of the Operator to any affiliated entity or beneficiary as long as such assignee or beneficiary acknowledges its rights and obligations under this Agreement.

20. HEADINGS

- 20.1 No heading herein shall be determinative or used as a means to interpret this Agreement or any provision hereof. Any heading herein is inserted only for ease of reference.

21. PARTIES AND INTEREST

- 21.1 This Agreement and all of its terms shall be binding on and shall endure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

22. CONFIDENTIALITY

- 22.1 The Operator agrees that the terms of this Agreement and any information about the Company or Route 13 including financial information, operating material and manuals and any other information that is confidential or proprietary in nature or is designated as confidential or proprietary and provided to the Operator pursuant to the terms hereof is confidential and the property of the Company, and the Operator shall use commercially reasonable efforts to maintain such information in a confidential manner, disclose the material only to those parties who have a need to know such information and not use such information or any part thereof for any purpose other than for the purposes as set out herein. This information shall not be copied and shall be returned to the Company upon request.

23. RESPONSIBILITY

- 23.1 It is understood and agreed that the involvement of the Company in respect of this Agreement or its rights under this Agreement, including without limitation, any inspections, supervision, review, perusal, approval, comment, or the lack of same, shall not shift any responsibilities imposed on the Operator by law or under this Agreement from the Operator to the Company or affect any indemnities from the Operator to the Company or any remedies available to the Company as specified herein or at law or in equity.

24. INDEMNITIES SURVIVE TERMINATION

- 24.1 The indemnities set out in this Agreement shall survive the expiry of the Term or any earlier termination of this Agreement.

25. ENTIRE AGREEMENT

- 25.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and revokes all prior negotiations and representations. No understanding, agreement, representation or warranty, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out herein.
- 25.2 The Company shall have the right to enter into agreements with other carriers to provide passenger and marine transportation services to or between any of the ports set forth in Schedule "A" and to any other port or ports on the coast of British Columbia, without any liability or obligation to the Operator whether for damages, further fees or otherwise.

26. GOVERNING LAW

- 26.1 This Agreement will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

27. AMENDMENTS

- 27.1 Except as otherwise provided herein, this Agreement may only be modified or amended by a subsequent agreement in writing signed by both parties.

28. COUNTERPARTS AGREEMENT

- 28.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

29. OBLIGATIONS UNDER THE COASTAL FERRY ACT

- 29.1 The Operator acknowledges that the Service constitutes a Designated Ferry Route pursuant to the terms of the CFSC and the Operator agrees that it will, at all times, perform its obligations under this Agreement in such manner that the Company shall not be in breach of the CFSC, any lease of the Langdale terminal or the CFA with respect to such Designated Ferry Route.

30. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 30.1 The Operator acknowledges that the Company is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ("FOIPPA"). All documents submitted to the Company become the property of the Company. They will be received and held in confidence by the Company and the information will not be disclosed except to the extent necessary for carrying out the Company's purposes or as required by law.
- 30.2 The Operator may provide, or have access to, records which will be subject to the access and privacy provisions of FOIPPA and must comply with all applicable obligations outlined under FOIPPA.

IN WITNESS WHEREOF the parties hereto have hereunto have executed this agreement this 18th day of December, 2015.

BRITISH COLUMBIA FERRY SERVICES INC.

Per: _____

FOIPP s. 22

Name: _____

M. M. Corrigan

(D)

Title: _____

CEO

KONA WINDS YACHT CHARTERS LTD.

Per: _____

FOIPP s. 22

Name: _____

BRUCE A. KERR

Title: _____

PRESIDENT.

SCHEDULE "A"

The schedules attached hereto are the Schedules in effect for the 1st year of the Term. The attached Schedules will be updated by the Company prior to commencement of the second year of the Term.

Gambler / Keats Islands - (Passenger Service Only)
Schedule in effect April 01, 2016 to May 18, 2016

| Langdale to Gambler Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun ONLY |
|---|--------------|-------------|-------------|-------------|
| Leave Langdale | 7:10 AM | 7:10 AM | 7:10 AM | 7:35 AM |
| Leave Keats Landing | 7:25 AM ** | 7:25 AM ** | 7:25 AM ** | 7:50 AM ** |
| Leave New Brighton | 7:40 AM | 7:40 AM | 7:40 AM | 8:05 AM |
| Arrive Langdale | 7:50 AM | 7:50 AM | 7:50 AM | 8:15 AM |
| Leave Langdale | 8:10 AM A | 8:10 AM A | 8:10 AM A | 8:20 AM A |
| Leave Keats Landing | 8:25 AM ** | 8:25 AM ** | 8:25 AM ** | 8:35 AM ** |
| Leave New Brighton | 8:40 AM | 8:40 AM | 8:40 AM | 8:50 AM |
| Arrive Langdale | 8:50 AM | 8:50 AM | 8:50 AM | 9:00 AM |
| Leave Langdale | 9:50 AM | 9:50 AM | 9:50 AM | 10:40 AM |
| Leave New Brighton | 10:00 AM | 10:00 AM | 10:00 AM | 10:50 AM |
| Arrive Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 11:00 AM |
| Leave Langdale | 10:10 AM A | 10:10 AM A | 10:10 AM A | 11:00 AM A |
| Leave New Brighton | 10:20 AM | 10:20 AM | 10:20 AM | 11:10 AM |
| Leave Eastbourne | 10:35 AM ** | 10:35 AM ** | 10:35 AM ** | 11:25 AM ** |
| Leave Keats Landing | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 11:40 AM ** |
| Arrive Langdale | 11:05 AM | 11:05 AM | 11:05 AM | 11:55 AM |
| Leave Langdale | 11:45 AM | 11:45 AM | 11:45 AM | --- |
| Leave New Brighton | 11:55 AM | 11:55 AM | 11:55 AM | --- |
| Arrive Langdale | 12:05 AM | 12:05 AM | 12:05 AM | --- |
| Leave Langdale | 12:05 PM A | 12:05 PM A | 12:05 PM A | 1:30 PM |
| Leave New Brighton | 12:15 PM | 12:15 PM | 12:15 PM | 1:40 PM |
| Arrive Langdale | 12:25 PM | 12:25 PM | 12:25 PM | 1:50 PM |
| Leave Langdale | 3:00 PM | 3:00 PM | 3:00 PM | 1:50 PM |
| Leave New Brighton | 3:10 PM | 3:10 PM | 3:10 PM | --- |
| Leave Keats Landing | 3:25 PM | 3:25 PM | 3:25 PM | 2:05 PM ** |
| Arrive Langdale | 3:40 PM | 3:40 PM | 3:40 PM | 2:20 PM |
| Leave Langdale | --- | --- | --- | 2:20 PM |
| Leave New Brighton | --- | --- | --- | 2:30 PM ** |
| Arrive Langdale | --- | --- | --- | 2:40 PM |
| Leave Langdale | --- | --- | --- | 3:20 PM |
| Leave Eastbourne | --- | --- | --- | 3:35 PM ** |
| Arrive Langdale | --- | --- | --- | 3:50 PM |
| Leave Langdale | 4:15 PM A | 4:15 PM A | 4:15 PM A | 3:50 PM |
| Leave New Brighton | 4:25 PM | 4:25 PM | 4:25 PM | 4:00 PM |
| Leave Eastbourne | 4:40 PM ** | 4:40 PM ** | --- | --- |
| Arrive Langdale | 4:55 PM | 4:55 PM | 4:35 PM | 4:10 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:15 PM | 5:00 PM |
| Leave Eastbourne | --- | --- | 5:30 PM | --- |
| Leave Keats Landing | 5:45 PM ** | 5:45 PM ** | 5:45 PM ** | 5:15 PM ** |
| Arrive Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 5:30 PM |
| Leave Langdale | --- | --- | --- | 5:30 PM |
| Leave Eastbourne | --- | --- | --- | 5:45 PM ** |
| Arrive Langdale | --- | --- | --- | 6:00 PM |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:20 PM A | 6:20 PM A | 6:20 PM A | 6:20 PM A |
| Leave New Brighton | 6:30 PM | 6:30 PM | 6:30 PM | 6:30 PM |
| Leave Keats Landing | --- | 6:45 PM ** | --- | --- |
| Leave Eastbourne | --- | 7:00 PM ** | --- | --- |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a **A**: the Stormway will wait for Rts 3 to arrive at Langdale.

Trips marked by an asterisk ****** are on a request basis only. Please phone [redacted] at least 1 hour prior to sailing time on date of trip. Leave your name, contact number, time of travel and pickup location.

FOIPP s. 22

PEDESTRIAN TRAFFIC ONLY

Gambler = New Brighton

HAND BAGGAGE ONLY

Keats = Keats Landing / Eastbourne

Gambler / Keats Islands - (Passenger Service Only)
Schedule in effect MAY 19 to JUNE 28, 2016

| Langdale to Gambler Island & Keats Island | Mon to Thur | Friday | Saturday | Sun & Hol Mon ONLY |
|--|-------------|-------------|-------------|-----------------------|
| Leave Langdale | 7:10 AM | 7:10 AM | 7:10 AM | 7:10 AM |
| Leave Keats Landing | 7:25 AM ** | 7:25 AM ** | 7:25 AM ** | 7:25 AM ** |
| Leave New Brighton | 7:40 AM | 7:40 AM | 7:40 AM | 7:40 AM |
| Arrive Langdale | 7:50 AM | 7:50 AM | 7:50 AM | 7:50 AM |
| Leave Langdale | 8:10 AM Δ | 8:10 AM Δ | 8:10 AM Δ | 8:10 AM Δ |
| Leave Keats Landing | 8:25 AM ** | 8:25 AM ** | 8:25 AM ** | 8:25 AM ** |
| Leave New Brighton | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Arrive Langdale | 8:50 AM | 8:50 AM | 8:50 AM | 8:50 AM |
| Leave Langdale | 9:50 AM | 9:50 AM | 9:50 AM | 9:50 AM |
| Leave New Brighton | 10:00 AM | 10:00 AM | 10:00 AM | 10:00 AM |
| Arrive Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 10:10 AM |
| Leave Langdale | 10:10 AM Δ | 10:10 AM Δ | 10:10 AM Δ | 10:10 AM Δ |
| Leave New Brighton | 10:20 AM | 10:20 AM | 10:20 AM | 10:20 AM |
| Leave Eastbourne | 10:35 AM ** | 10:35 AM ** | 10:35 AM ** | 10:35 AM ** |
| Leave Keats Landing | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** |
| Arrive Langdale | 11:05 AM | 11:05 AM | 11:05 AM | 11:05 AM |
| Leave Langdale | 11:45 AM | 11:45 AM | 11:45 AM | 11:45 AM |
| Leave New Brighton | 11:55 AM | 11:55 AM | 11:55 AM | 11:55 AM |
| Arrive Langdale | 12:05 PM | 12:05 PM | 12:05 PM | 12:05 PM |
| Leave Langdale | 12:15 PM Δ | 12:15 PM Δ | 12:15 PM Δ | 12:15 PM Δ |
| Leave New Brighton | 12:25 PM | 12:25 PM | 12:25 PM | 12:25 PM |
| Arrive Langdale | 12:35 PM | 12:35 PM | 12:35 PM | 12:35 PM |
| Leave Langdale | 3:00 PM | 3:00 PM | 3:00 PM | 1:50 PM |
| Leave New Brighton | 3:10 PM | 3:10 PM | 3:10 PM | --- |
| Leave Keats Landing | 3:25 PM | 3:25 PM | 3:25 PM | 2:05 PM ** |
| Arrive Langdale | 3:40 PM | 3:40 PM | 3:40 PM | 2:20 PM |
| Leave Langdale | --- | --- | --- | --- |
| Leave New Brighton | --- | --- | --- | --- |
| Arrive Langdale | --- | --- | --- | --- |
| Leave Langdale | --- | --- | --- | 3:20 PM |
| Leave Eastbourne | --- | --- | --- | 3:35 PM ** |
| Arrive Langdale | --- | --- | --- | 3:50 PM |
| Leave Langdale | 4:35 PM Δ | 4:35 PM Δ | 4:35 PM Δ | 3:50 PM |
| Leave New Brighton | 4:45 PM | 4:45 PM | 4:45 PM | 4:00 PM |
| Leave Eastbourne | 5:00 PM ** | 5:00 PM ** | --- | --- |
| Arrive Langdale | 5:15 PM | 5:15 PM | 4:55 PM | 4:10 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:15 PM | 5:00 PM |
| Leave Eastbourne | --- | --- | 5:30 PM ** | --- |
| Leave Keats Landing | 5:45 PM ** | 5:45 PM ** | 5:45 PM ** | 5:15 PM ** |
| Arrive Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 5:30 PM |
| Leave Langdale | --- | --- | --- | 5:30 PM |
| Leave Eastbourne | --- | --- | --- | 5:45 PM ** |
| Arrive Langdale | --- | --- | --- | 6:00 PM |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:40 PM Δ | 6:40 PM Δ | 6:40 PM Δ | 6:40 PM Δ |
| Leave New Brighton | 6:50 PM | 6:50 PM | 6:50 PM | 6:50 PM |
| Leave Keats Landing | --- | 7:05 PM ** | --- | --- |
| Leave Eastbourne | --- | 7:20 PM ** | --- | --- |
| Arrive Langdale | 7:50 PM | 7:35 PM | 7:00 PM | 7:00 PM |

Trips marked by a Δ: the Stormway will wait for Rbs 3 to arrive at Langdale.

Trips marked by an asterisk ** are on a request basis only. Please phone at least 1 hour prior to sailing time on date of travel. Leave your name, contact number, time of travel and pickup location.

FOIPP s. 22

Holiday Monday Schedule: May 23, 2016

PEDESTRIAN TRAFFIC ONLY

Gambler = New Brighton

HAND BAGGAGE ONLY

Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect June 28, 2016 to September 5, 2016 (Peak)

| Langdale to Gambier Island & Keats Island | Mon & Thurs | Tue & Wed | Friday | Saturday | Sun & Hol Mon (Aug 1, Sept 5) |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-------------------------------|
| Leave Langdale | 7:15 AM | 7:30 AM | 7:15 AM | 7:15 AM | 7:15 AM |
| Leave Keats Landing | 7:30 AM | 7:15 AM | 7:30 AM | 7:30 AM | 7:30 AM |
| Leave New Brighton | 7:45 AM | 7:30 AM | 7:45 AM | 7:45 AM | 7:45 AM |
| Arrive Langdale | 7:55 AM | 7:40 AM | 7:55 AM | 7:55 AM | 7:55 AM |
| Leave Langdale | 8:10 AM [▲] | 8:10 AM [▲] | 8:10 AM [▲] | 8:10 AM [▲] | 8:10 AM [▲] |
| Leave Keats Landing | 8:25 AM | 8:25 AM | 8:25 AM | 8:25 AM | 8:25 AM |
| Leave Eastbourne | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM | 8:40 AM |
| Leave New Brighton | 8:55 AM | 8:55 AM | 8:55 AM | 8:55 AM | 8:55 AM |
| Arrive Langdale | 9:05 AM | 9:05 AM | 9:05 AM | 9:05 AM | 9:05 AM |
| Leave Langdale | 10:00 AM | 10:00 AM | 10:00 AM | 10:00 AM | 10:00 AM |
| Leave New Brighton | 10:10 AM | 10:10 AM | 10:10 AM | 10:10 AM | 10:10 AM |
| Arrive Langdale | 10:20 AM | 10:20 AM | 10:20 AM | 10:20 AM | 10:20 AM |
| Leave Langdale | 10:25 AM [▲] | 10:25 AM [▲] | 10:25 AM [▲] | 10:25 AM [▲] | 10:25 AM [▲] |
| Leave New Brighton | 10:35 AM | 10:35 AM | 10:35 AM | 10:35 AM | 10:35 AM |
| Leave Eastbourne | 10:50 AM | 10:50 AM | 10:50 AM | 10:50 AM | — |
| Leave Keats Landing | 11:05 AM | 11:05 AM | 11:05 AM | 11:05 AM | 10:50 AM |
| Arrive Langdale | 11:20 AM | 11:25 AM | 11:20 AM | 11:20 AM | 11:05 AM |
| Leave Langdale | 11:50 AM | 11:50 AM | 11:50 AM | 11:50 AM [▲] | 11:50 AM |
| Leave New Brighton | 12:00 PM | 12:00 PM | 12:00 PM | 12:00 PM | 12:00 PM |
| Arrive Langdale | 12:10 PM | 12:10 PM | 12:10 PM | 12:10 PM | 12:10 PM |
| Leave Langdale | 3:15 PM | 3:15 PM | 3:15 PM | 3:15 PM | — |
| Leave New Brighton | 3:25 PM | 3:25 PM | 3:25 PM | 3:25 PM | — |
| Arrive Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM | — |
| Leave Langdale | 3:35 PM | 3:35 PM | 3:35 PM | 3:35 PM | 3:10 PM |
| Leave Keats Landing | 3:55 PM | 3:50 PM | 3:50 PM | 3:50 PM | 3:25 PM |
| Arrive Langdale | 4:05 PM | 4:05 PM | 4:05 PM | 4:05 PM | 3:40 PM |
| Leave Langdale | — | — | — | — | 3:40 PM |
| Leave New Brighton | — | — | — | — | 3:50 PM |
| Arrive Langdale | — | — | — | — | 4:00 PM |
| Leave Langdale | 4:05 PM | 4:05 PM | 4:05 PM | 4:05 PM | 4:05 PM |
| Leave Eastbourne | 4:20 PM | 4:20 PM | 4:20 PM | 4:20 PM | 4:20 PM |
| Arrive Langdale | 4:35 PM | 4:35 PM | 4:35 PM | 4:35 PM | 4:35 PM |
| Leave Langdale | 4:55 PM | 4:55 PM [▲] | 4:55 PM | 4:55 PM | 4:40 PM |
| Leave New Brighton | 5:05 PM | 5:05 PM | 5:05 PM | 5:05 PM | 4:50 PM |
| Arrive Langdale | 5:15 PM | 5:15 PM | 5:15 PM | 5:15 PM | 5:00 PM |
| Leave Langdale | 5:15 PM [▲] | — | 5:15 PM [▲] | 5:15 PM [▲] | — |
| Leave New Brighton | 5:25 PM | — | 5:25 PM | 5:25 PM | — |
| Arrive Langdale | 5:35 PM | — | 5:35 PM | 5:35 PM | — |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM | 6:40 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM | — |
| Leave Keats Landing | 6:25 PM | 6:25 PM | 6:25 PM | 6:25 PM | 5:55 PM |
| Arrive Langdale | 6:40 PM | 6:40 PM | 6:40 PM | 6:40 PM | 6:10 PM |
| Leave Langdale | — | — | — | — | 6:10 PM |
| Leave Eastbourne | — | — | — | — | 6:25 PM |
| Arrive Langdale | — | — | — | — | 6:40 PM |
| Leave Langdale | 6:40 PM [▲] | 6:40 PM [▲] | 6:40 PM [▲] | 7:20 PM [▲] | 6:40 PM [▲] |
| Leave New Brighton | 6:50 PM | 6:50 PM | 6:50 PM | 7:30 PM | 6:50 PM |
| Leave Keats Landing | — | — | 7:05 PM | — | — |
| Leave Eastbourne | — | — | 7:20 PM | — | — |
| Arrive Langdale | 7:00 PM | 7:00 PM | 7:35 PM | 7:40 PM | 7:30 PM |

Trips marked by a [▲]: the Stormway will wait for Rte 3 to arrive at Langdale.

Trips marked by an asterisk * are on a request basis only. Please phone [redacted] at least 1 hour prior to sailing time on date of travel. Leave your name, contact number, time of travel and pickup location.

FOIPP s. 22

Note: due to the complexity of summer schedules, the Stormway III / IV will not be able to wait for passengers parking cars or collecting luggage on ANY sailings.
NOTE: EXCEPTION: The Stormway will wait for partners, ONLY ON THE LAST SAILING OF THE DAY
 Please plan your travel arrangements accordingly.

Holiday Monday schedule on August 1 & September 5, 2016

PEDESTRIAN TRAFFIC ONLY

Vessel capacity: 40 passengers
 Gambier = New Brighton

HAND BAGGAGE ONLY
 Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect Sept 6, 2016 to Oct 10, 2016

| Langdale to Gambier Island & Keats Island | Mon to Thur | Friday | Saturday | Sun. and Hol Mon ONLY |
|---|-------------|----------|----------|-----------------------|
| Leave Langdale | 7:10 AM | 7:10 AM | 7:10 AM | 7:10 AM |
| Leave Keats Landing | 7:25 AM ** | 7:25 AM | 7:25 AM | 7:25 AM |
| Leave New Brighton | 7:40 AM | 7:40 AM | 7:40 AM | 7:40 AM |
| Arrive Langdale | 7:50 AM | 7:50 AM | 7:50 AM | 7:50 AM |
| Leave Langdale | 8:10 AM Δ | 8:10 AM | 8:10 AM | 8:10 AM |
| Leave Keats Landing | 8:25 AM ** | 8:25 AM | 8:25 AM | 8:25 AM |
| Leave New Brighton | 8:40 AM | 8:40 AM | 8:40 PM | 8:40 PM |
| Arrive Langdale | 8:50 AM | 8:50 AM | 8:50 AM | 8:50 AM |
| Leave Langdale | 9:50 AM | 9:50 AM | 9:50 AM | 9:50 AM |
| Leave New Brighton | 10:00 AM | 10:00 AM | 10:00 AM | 10:00 AM |
| Arrive Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 10:10 AM |
| Leave Langdale | 10:10 AM Δ | 10:10 AM | 10:10 AM | 10:10 AM |
| Leave New Brighton | 10:20 AM | 10:20 AM | 10:20 AM | 10:20 AM |
| Leave Eastbourne | 10:35 AM ** | 10:35 AM | 10:35 AM | 10:35 AM |
| Leave Keats Landing | 10:50 AM ** | 10:50 AM | 10:50 AM | 10:50 AM |
| Arrive Langdale | 11:05 AM | 11:05 AM | 11:05 AM | 11:05 AM |
| Leave Langdale | 11:45 AM | 11:45 AM | 11:45 AM | 11:45 AM |
| Leave New Brighton | 11:55 AM | 11:55 AM | 11:55 AM | 11:55 AM |
| Arrive Langdale | 12:05 PM | 12:05 PM | 12:05 PM | 12:05 PM |
| Leave Langdale | 12:15 PM Δ | 12:15 PM | 12:15 PM | 12:15 PM |
| Leave New Brighton | 12:25 PM | 12:25 PM | 12:25 PM | 12:25 PM |
| Arrive Langdale | 12:35 PM | 12:35 PM | 12:35 PM | 12:35 PM |
| Leave Langdale | 3:00 PM | 3:00 PM | 3:00 PM | 1:50 PM |
| Leave New Brighton | 3:10 PM | 3:10 PM | 3:10 PM | --- |
| Leave Keats Landing | 3:25 PM | 3:25 PM | 3:25 PM | 2:05 PM ** |
| Arrive Langdale | 3:40 PM | 3:40 PM | 3:40 PM | 2:20 PM |
| Leave Langdale | --- | --- | --- | --- |
| Leave New Brighton | --- | --- | --- | --- |
| Arrive Langdale | --- | --- | --- | --- |
| Leave Langdale | --- | --- | --- | 3:20 PM |
| Leave Eastbourne | --- | --- | --- | 3:35 PM ** |
| Arrive Langdale | --- | --- | --- | 3:50 PM |
| Leave Langdale | 4:35 PM Δ | 4:35 PM | 4:35 PM | 3:50 PM |
| Leave New Brighton | 4:45 PM | 4:45 PM | 4:45 PM | 4:00 PM |
| Leave Eastbourne | 5:00 PM ** | 5:00 PM | --- | --- |
| Arrive Langdale | 5:15 PM | 5:15 PM | 4:55 PM | 4:10 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:15 PM | 5:00 PM |
| Leave Eastbourne | --- | --- | 5:30 PM | --- |
| Leave Keats Landing | 5:45 PM ** | 5:45 PM | 5:45 PM | 5:15 PM ** |
| Arrive Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 5:30 PM |
| Leave Langdale | --- | --- | --- | 5:30 PM |
| Leave Eastbourne | --- | --- | --- | 5:45 PM ** |
| Arrive Langdale | --- | --- | --- | 6:00 PM |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:40 PM Δ | 6:40 PM | 6:40 PM | 6:40 PM |
| Leave New Brighton | 6:50 PM | 6:50 PM | 6:50 PM | 6:50 PM |
| Leave Keats Landing | --- | 7:05 PM | --- | --- |
| Leave Eastbourne | --- | 7:20 PM | --- | --- |
| Arrive Langdale | 7:00 PM | 7:35 PM | 7:00 PM | 7:00 PM |

Trips marked by a Δ: the Stornaway will wait for the 3 to arrive at Langdale.

Trips marked by an asterisk ** are on a request basis only. Please phone [redacted] at least 1 hour prior to sailing time on date of travel. Leave your name, contact number, time of travel and pickup location. **FOIPP s. 22**

Holiday Monday Schedule: Oct 10, 2016

PEDESTRIAN TRAFFIC ONLY

Gambier = New Brighton

HAND BAGGAGE ONLY
Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect OCTOBER 11, 2016 to DECEMBER 21, 2016

| Langdale to Gambier Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun ONLY |
|--|--------------|-------------|-------------|------------|
| Leave Langdale | 7:10 AM | 7:10 AM | 7:10 AM | 7:35 AM |
| Leave Keats Landing | 7:25 AM ** | 7:25 AM ** | 7:25 AM ** | 7:50 AM |
| Leave New Brighton | 7:40 AM | 7:40 AM | 7:40 AM | 8:05 AM |
| Arrive Langdale | 7:50 AM | 7:50 AM | 7:50 AM | 8:15 AM |
| Leave Langdale | 8:10 AM Δ | 8:10 AM Δ | 8:10 AM Δ | 8:20 AM Δ |
| Leave Keats Landing | 8:25 AM ** | 8:25 AM ** | 8:25 AM ** | 8:35 AM |
| Leave New Brighton | 8:40 AM | 8:40 AM | 8:40 AM | 8:50 AM |
| Arrive Langdale | 8:50 AM | 8:50 AM | 8:50 AM | 9:00 AM |
| Leave Langdale | 9:50 AM | 9:50 AM | 9:50 AM | 10:40 AM |
| Leave New Brighton | 10:00 AM | 10:00 AM | 10:00 AM | 10:50 AM |
| Arrive Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 11:00 AM |
| Leave Langdale | 10:10 AM Δ | 10:10 AM Δ | 10:10 AM Δ | 11:00 AM Δ |
| Leave New Brighton | 10:20 AM | 10:20 AM | 10:20 AM | 11:10 AM |
| Leave Eastbourne | 10:35 AM ** | 10:35 AM ** | 10:35 AM ** | 11:25 AM |
| Leave Keats Landing | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 11:40 AM |
| Arrive Langdale | 11:05 AM | 11:05 AM | 11:05 AM | 11:55 AM |
| Leave Langdale | 11:45 AM | 11:45 AM | 11:45 AM | --- |
| Leave New Brighton | 11:55 AM | 11:55 AM | 11:55 AM | --- |
| Arrive Langdale | 12:05 AM | 12:05 AM | 12:05 AM | --- |
| Leave Langdale | 12:05 PM Δ | 12:05 PM Δ | 12:05 PM Δ | 1:30 PM |
| Leave New Brighton | 12:15 PM | 12:15 PM | 12:15 PM | 1:40 PM |
| Arrive Langdale | 12:25 PM | 12:25 PM | 12:25 PM | 1:50 PM |
| Leave Langdale | 3:00 PM | 3:00 PM | 3:00 PM | 1:50 PM |
| Leave New Brighton | 3:10 PM | 3:10 PM | 3:10 PM | --- |
| Leave Keats Landing | 3:25 PM | 3:25 PM | 3:25 PM | 2:05 PM ** |
| Arrive Langdale | 3:40 PM | 3:40 PM | 3:40 PM | 2:20 PM |
| Leave Langdale | --- | --- | --- | 2:20 PM |
| Leave New Brighton | --- | --- | --- | 2:30 PM ** |
| Arrive Langdale | --- | --- | --- | 2:40 PM |
| Leave Langdale | --- | --- | --- | 3:20 PM |
| Leave Eastbourne | --- | --- | --- | 3:35 PM ** |
| Arrive Langdale | --- | --- | --- | 3:50 PM |
| Leave Langdale | 4:15 PM Δ | 4:15 PM Δ | 4:15 PM Δ | 3:50 PM |
| Leave New Brighton | 4:25 PM | 4:25 PM | 4:25 PM | 4:00 PM |
| Leave Eastbourne | 4:40 PM ** | 4:40 PM ** | --- | --- |
| Arrive Langdale | 4:55 PM | 4:55 PM | 4:35 PM | 4:10 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:15 PM | 5:00 PM |
| Leave Eastbourne | --- | --- | 5:30 PM | --- |
| Leave Keats Landing | 5:45 PM ** | 5:45 PM ** | 5:45 PM ** | 5:15 PM ** |
| Arrive Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:30 PM |
| Leave Langdale | --- | --- | --- | 5:30 PM |
| Leave Eastbourne | --- | --- | --- | 5:45 PM ** |
| Arrive Langdale | --- | --- | --- | 6:00 PM |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:20 PM Δ | 6:20 PM Δ | 6:20 PM Δ | 6:20 PM Δ |
| Leave New Brighton | 6:30 PM | 6:30 PM | 6:30 PM | 6:30 PM |
| Leave Keats Landing | --- | 6:45 PM ** | --- | --- |
| Leave Eastbourne | --- | 7:00 PM ** | --- | --- |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM |

Trips marked by a Δ: the Stormway will wait for RIB 3 to arrive at Langdale.

Trips marked by an asterisk ** are on a request basis only. Please phone at least 1 hour prior to sailing time on date of travel. Leave your name, contact number, time of travel and pickup location.

FOIPP s. 22

PEDESTRIAN TRAFFIC ONLY

Gambier = New Brighton

HAND BAGGAGE ONLY

Keats = Keats Landing / Eastbourne

Gambier / Keats Islands - (Passenger Service Only)
Schedule in effect December 22, 2016 to January 2, 2017

| Langdale to Gambier Island & Keats Island | Mon to Thur | Friday | Saturday | Sun ONLY |
|---|-------------|-------------|-------------|----------|
| Leave Langdale | 7:10 AM | 7:10 AM | 7:10 AM | 7:35 AM |
| Leave Keats Landing | 7:25 AM ** | 7:25 AM ** | 7:25 AM ** | 7:50 AM |
| Leave New Brighton | 7:40 AM | 7:40 AM | 7:40 AM | 8:05 AM |
| Arrive Langdale | 7:50 AM | 7:50 AM | 7:50 AM | 8:15 AM |
| Leave Langdale | 8:10 AM | 8:10 AM | 8:10 AM | 8:20 AM |
| Leave Keats Landing | 8:25 AM ** | 8:25 AM ** | 8:25 AM ** | 8:35 AM |
| Leave New Brighton | 8:40 AM | 8:40 AM | 8:40 AM | 8:50 AM |
| Arrive Langdale | 8:50 AM | 8:50 AM | 8:50 AM | 9:00 AM |
| Leave Langdale | 9:50 AM | 9:50 AM | 9:50 AM | 10:40 AM |
| Leave New Brighton | 10:00 AM | 10:00 AM | 10:00 AM | 10:50 AM |
| Arrive Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 11:00 AM |
| Leave Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 11:00 AM |
| Leave New Brighton | 10:20 AM | 10:20 AM | 10:20 AM | 11:10 AM |
| Leave Eastbourne | 10:35 AM ** | 10:35 AM ** | 10:35 AM ** | 11:25 AM |
| Leave Keats Landing | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 11:40 AM |
| Arrive Langdale | 11:05 AM | 11:05 AM | 11:05 AM | 11:55 AM |
| Leave Langdale | 11:45 AM | 11:45 AM | 11:45 AM | --- |
| Leave New Brighton | 11:55 AM | 11:55 AM | 11:55 AM | --- |
| Arrive Langdale | 12:05 PM | 12:05 PM | 12:05 PM | --- |
| Leave Langdale | 12:15 PM | 12:15 PM | 12:15 PM | 1:30 PM |
| Leave New Brighton | 12:25 PM | 12:25 PM | 12:25 PM | 1:40 PM |
| Arrive Langdale | 12:35 PM | 12:35 PM | 12:35 PM | 1:50 PM |
| Leave Langdale | 3:00 PM | 3:00 PM | 3:00 PM | 1:50 PM |
| Leave New Brighton | 3:10 PM | 3:10 PM | 3:10 PM | --- |
| Leave Keats Landing | 3:25 PM | 3:25 PM | 3:25 PM | 2:05 PM |
| Arrive Langdale | 3:40 PM | 3:40 PM | 3:40 PM | 2:20 PM |
| Leave Langdale | --- | --- | --- | 2:20 PM |
| Leave New Brighton | --- | --- | --- | 2:30 PM |
| Arrive Langdale | --- | --- | --- | 2:40 PM |
| Leave Langdale | --- | --- | --- | 3:20 PM |
| Leave Eastbourne | --- | --- | --- | 3:35 PM |
| Arrive Langdale | --- | --- | --- | 3:50 PM |
| Leave Langdale | 4:35 PM | 4:35 PM | 4:35 PM | 3:50 PM |
| Leave New Brighton | 4:45 PM | 4:45 PM | 4:45 PM | 4:00 PM |
| Leave Eastbourne | 5:00 PM ** | 5:00 PM ** | --- | --- |
| Arrive Langdale | 5:15 PM | 5:15 PM | 4:55 PM | 4:10 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:15 PM | 5:20 PM |
| Leave Eastbourne | --- | --- | 5:30 PM ** | --- |
| Leave Keats Landing | 5:45 PM ** | 5:45 PM ** | 5:45 PM ** | 5:15 PM |
| Arrive Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 5:30 PM |
| Leave Langdale | --- | --- | --- | 5:30 PM |
| Leave Eastbourne | --- | --- | --- | 5:45 PM |
| Arrive Langdale | --- | --- | --- | 6:00 PM |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:40 PM | 6:40 PM | 6:40 PM | 6:40 PM |
| Leave New Brighton | 6:50 PM | 6:50 PM | 6:50 PM | 6:50 PM |
| Leave Keats Landing | --- | 7:05 PM ** | --- | --- |
| Leave Eastbourne | --- | 7:20 PM ** | --- | --- |
| Arrive Langdale | 7:00 PM | 7:35 PM | 7:00 PM | 7:00 PM |

Trips marked by a Δ: the Stormway will wait for Rte 3 to arrive at Langdale.

Trips marked by an asterisk ** are on a request basis only. Please phone [redacted] at least 1 hour prior to sailing time on date of travel. Leave your name, contact number, time of travel and pickup location.

FOIPP s. 22

PEDESTRIAN TRAFFIC ONLY

HAND BAGGAGE ONLY

Gambier = New Brighton

Keats = Keats Landing / Eastbourne

Gambler / Keats Islands - (Passenger Service Only)
Schedule In effect January 3, 2017 to March 31, 2017

| Langdale to Gambler Island & Keats Island | Mon to Thurs | Friday | Saturday | Sun ONLY | Hol Mon ONLY |
|---|--------------|-------------|-------------|-------------|--------------|
| Leave Langdale | 7:10 AM | 7:10 AM | 7:10 AM | 7:35 AM | 7:10 AM |
| Leave Keats Landing | 7:25 AM ** | 7:25 AM ** | 7:25 AM ** | 7:50 AM ** | 7:25 AM ** |
| Leave New Brighton | 7:40 AM | 7:40 AM | 7:40 AM | 8:05 AM | 7:40 AM |
| Arrive Langdale | 7:50 AM | 7:50 AM | 7:50 AM | 8:15 AM | 7:50 AM |
| Leave Langdale | 8:10 AM Δ | 8:10 AM Δ | 8:10 AM Δ | 8:20 AM Δ | 8:10 AM Δ |
| Leave Keats Landing | 8:25 AM ** | 8:25 AM ** | 8:25 AM ** | 8:35 AM ** | 8:25 AM ** |
| Leave New Brighton | 8:40 AM | 8:40 AM | 8:40 AM | 8:50 AM | 8:40 AM |
| Arrive Langdale | 8:50 AM | 8:50 AM | 8:50 AM | 9:00 AM | 8:50 AM |
| Leave Langdale | 9:50 AM | 9:50 AM | 9:50 AM | 10:40 AM | 9:50 AM |
| Leave New Brighton | 10:00 AM | 10:00 AM | 10:00 AM | 10:50 AM | 10:00 AM |
| Arrive Langdale | 10:10 AM | 10:10 AM | 10:10 AM | 11:00 AM | 10:10 AM |
| Leave Langdale | 10:10 AM Δ | 10:10 AM Δ | 10:10 AM Δ | 11:00 AM Δ | 10:10 AM Δ |
| Leave New Brighton | 10:20 AM | 10:20 AM | 10:20 AM | 11:10 AM | 10:20 AM |
| Leave Eastbourne | 10:35 AM ** | 10:35 AM ** | 10:35 AM ** | 11:25 AM ** | 10:35 AM ** |
| Leave Keats Landing | 10:50 AM ** | 10:50 AM ** | 10:50 AM ** | 11:40 AM ** | 10:50 AM ** |
| Arrive Langdale | 11:05 AM | 11:05 AM | 11:05 AM | 11:55 AM | 11:05 AM |
| Leave Langdale | 11:45 AM | 11:45 AM | 11:45 AM | --- | 11:45 AM |
| Leave New Brighton | 11:55 AM | 11:55 AM | 11:55 AM | --- | 11:55 AM |
| Arrive Langdale | 12:05 AM | 12:05 AM | 12:05 AM | --- | 12:05 AM |
| Leave Langdale | 12:05 PM Δ | 12:05 PM Δ | 12:05 PM Δ | 1:30 PM | 12:05 PM Δ |
| Leave New Brighton | 12:15 PM | 12:15 PM | 12:15 PM | 1:40 PM | 12:15 PM |
| Arrive Langdale | 12:25 PM | 12:25 PM | 12:25 PM | 1:50 PM | 12:25 PM |
| Leave Langdale | 3:00 PM | 3:00 PM | 3:00 PM | 1:50 PM | 1:50 PM |
| Leave New Brighton | 3:10 PM | 3:10 PM | 3:10 PM | --- | --- |
| Leave Keats Landing | 3:25 PM | 3:25 PM | 3:25 PM | 2:05 PM ** | 2:05 PM ** |
| Arrive Langdale | 3:40 PM | 3:40 PM | 3:40 PM | 2:20 PM | 2:20 PM |
| Leave Langdale | --- | --- | --- | 2:20 PM | --- |
| Leave New Brighton | --- | --- | --- | 2:30 PM | --- |
| Arrive Langdale | --- | --- | --- | 2:40 PM | --- |
| Leave Langdale | --- | --- | --- | 3:20 PM | 3:20 PM |
| Leave Eastbourne | --- | --- | --- | 3:35 PM ** | 3:35 PM ** |
| Arrive Langdale | --- | --- | --- | 3:50 PM | 3:50 PM |
| Leave Langdale | 4:15 PM Δ | 4:15 PM Δ | 4:15 PM Δ | 3:50 PM | 3:50 PM |
| Leave New Brighton | 4:25 PM | 4:25 PM | 4:25 PM | 4:00 PM | 4:00 PM |
| Leave Eastbourne | 4:40 PM ** | 4:40 PM ** | --- | --- | --- |
| Arrive Langdale | 4:55 PM | 4:55 PM | 4:35 PM | 4:10 PM | 4:10 PM |
| Leave Langdale | 5:30 PM | 5:30 PM | 5:15 PM | 5:00 PM | 5:00 PM |
| Leave Eastbourne | --- | --- | 5:30 PM ** | --- | --- |
| Leave Keats Landing | 5:45 PM ** | 5:45 PM ** | 5:45 PM ** | 5:15 PM ** | 5:15 PM ** |
| Arrive Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 5:30 PM | 5:30 PM |
| Leave Langdale | --- | --- | --- | 5:30 PM | 5:30 PM |
| Leave Eastbourne | --- | --- | --- | 5:45 PM ** | 5:45 PM ** |
| Arrive Langdale | --- | --- | --- | 6:00 PM | 6:00 PM |
| Leave Langdale | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM | 6:00 PM |
| Leave New Brighton | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM | 6:10 PM |
| Arrive Langdale | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM | 6:20 PM |
| Leave Langdale | 6:20 PM Δ | 6:20 PM Δ | 6:20 PM Δ | 6:20 PM Δ | 6:20 PM Δ |
| Leave New Brighton | 6:30 PM | 6:30 PM | 6:30 PM | 6:30 PM | 6:30 PM |
| Leave Keats Landing | --- | 6:45 PM ** | --- | --- | --- |
| Leave Eastbourne | --- | 7:00 PM ** | --- | --- | --- |
| Arrive Langdale | 6:40 PM | 7:15 PM | 6:40 PM | 6:40 PM | 6:40 PM |

Trips marked by a Δ: the Stormaway will wait for Rts 3 to arrive at Langdale.

Trips marked by an asterisk ** are on a request basis only. Please phone [redacted] at least 1 hour prior to sailing time on date of travel. Leave your name, contact number, time of travel and pickup location. **FOIPP s. 22**

Holiday Monday schedule on Feb 13,

PEDESTRIAN TRAFFIC ONLY

Gambler = New Brighton

HAND BAGGAGE ONLY
Keats = Keats Landing / Eastbourne

SCHEDULE "B"

**TARIFF AND FARE STRUCTURE FOR THE SERVICE
Effective April 1, 2015**

(All fares are in Canadian dollars and include GST)

| | | (\$) | | |
|-----------------|--|---|---------------------------------------|--------------------------------|
| | | Regular Fare excluding Fuel Adj. | Fuel Adj. (Rebate or Surcharge) | Fare including Fuel Adj. |
| ADULTS | Adult* | 7.60 | (0.10) | 7.50 |
| | Permanently Disabled Adult (BC resident) | 3.80 | Nil | 3.80 |
| | Escort of Permanently Disabled Person | 3.80 | Nil | 3.80 |
| CHILDREN | Child (under the age of 5) | FREE | Nil | FREE |
| | Child (age 5-11) | 3.80 | (0.05) | 3.75 |
| | Permanently Disabled Child (BC resident) | 1.90 | Nil | 1.90 |
| OTHER | Stowage of Large Items | 2.00 | Nil | 2.00 |
| | Bicycles | 2.00 | Nil | 2.00 |

* BC Seniors travel at 50% off regular adult fare Monday through Thursday except holidays on presentation of a BC Services Card, a BC Gold Care Card (age 65 or greater), a BC Driver's License, a BC Identification Card, or a Birth Certificate. If they are presenting a Birth Certificate, proof of residency in BC is required. The BC Seniors discount applies only to the passenger fare.

Note 1) BC students travel at a 100% discount when they travel to attend or participate in school or junior association educational and/or sporting events. If a student is travelling under junior association, a free travel acknowledgement form must be provided.

The above Tariff and Fare Structure for the Services is presently in effect for the Existing Agreement. The above Tariff and Fare Structure for the Services will, if applicable, be updated by the Company prior to commencement of the Term and from time to time thereafter.

SCHEDULE "C"

FEE SCHEDULE

1. The Company shall pay to the Operator a monthly fee of [redacted] as adjusted below (the "Fee") in the first year of the Term. FOI ss. 17, 21

2. The Fee will be increased at the beginning of each subsequent year during the Term (the first such additional increase effective April 1, 2017) by [redacted]

[redacted]

FOIPP s. 17

Equation example:

[redacted]

FOIPP s. 17

The following adjustments will be made to the monthly Invoice:

- subtract total cash fares collected (including GST)
- subtract monthly charge [ss. 17, 21] plus applicable taxes) as per Section 3.2
- subtract monthly charge [17, 21] plus applicable taxes) as per Section 3.3
- subtract fee for missed round trips as per Section 3.4
- add costs for fuel purchased during the month up to maximum as per Section 3.5
- add costs for fuel purchased during the month for the provision of excess miles where the annual fuel consumption maximum is exceeded, as per Section 3.6.1(b)
- add fee for extra time as per Section 3.6.2
- add fee for extra time or subtract fee for less time, as applicable, as per Section 3.6.3.

In addition, the following annual adjustments will be made to the first month's invoice following the end of each year during the Term:

- add or subtract annual adjustment for excess miles as per Section 3.6.1(a)
- add or subtract annual adjustment for shoulder schedule days as per Schedule "F"
- add annual fee for Traffic Levels as per Section 3.7

An invoice, together with the Daily Manifests (Schedule "D"), the Monthly Summary Manifest (Excel file), Cancel / Delay Sailing Report (Schedule "E"), and the statement of fuel purchased during the month are to be submitted to:

British Columbia Ferry Services Inc.
2000 Park Avenue
Prince Rupert, British Columbia V8J 4P7

By mail
British Columbia Ferry Services Inc.
P.O. Box 697
Prince Rupert, British Columbia V8J 3S1

Attention: Marine Superintendent

By Fax: 250-627-8448

By Email: Lance.Lomax@bcferries.com

The Company may change its address, fax number or email address for notices by giving the Operator notice of such change.

The Operator shall deliver the collected prepaid tickets and passenger passes to the Langdale Office, attention Revenue Department, within 21 days of the billing period.

SCHEDULE "D"**Ship Manifest Form**

(Subject to revision. *See notes to form for additional details.)

Date: _____

| DAY | Lang dept | Mileage | Adult | | Child | | | Disabled | | | Student | | | Sea to Sky | | Senior | Other | Total | Bike | Fright | | |
|--------------|-----------|---------|---------|---------|--------|--------|--------|----------|-----|-------|---------|-----|--------|------------|-----|--------|-------|-------|------|--------|-------|-------|
| | | | Trip NM | Ticket | Ticket | Ticket | Ticket | Res | Pmt | Child | Adult | Res | \$\$\$ | Res | Pmt | | | | | | Child | Adult |
| | | | | under 5 | | | | | | | | | | | | | | | | | | |
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| TOTAL | | | | | | | | | | | | | | | | | | | | | | |

FOIPP s. 15

*** Notes to form:**

- BC Seniors 65 or older travel at 50% off regular adult fare Monday through Thursday except holidays on presentation of a BC Services Card, a BC Gold Care Card (age 65 or greater), a BC Driver's License, a BC Identification Card, or a Birth Certificate. If they are presenting a Birth Certificate, proof of residency in BC is required. The BC Seniors discount applies only to the passenger fare.
- Groups: Discount rates are available for groups of 15 or more, travelling together, as walk-on passengers or in one vehicle.
- Keats and Gambier Island Resident Students travel at a 100% discount when they travel to attend or participate in school or junior association educational and sporting events. If a student is travelling under junior association a free travel acknowledgement form must be provided.
- Disabled Persons: If he/she is a resident of British Columbia and has a permanent disability, reduced fares are available, but he/she must have a BC Ferries Disabled Status I.D. Card.
- Medical Travel Assistance Program passengers and their escort, if necessary, travel for free for non-emergency medical treatments. To qualify, an individual must first have their doctor complete a form, which is then verified by the Ministry of Health who issues a date-restricted confirmation number. The Operator shall specify if the passenger is an adult, child or escort.

ROUTE 13- TRAVEL PASS CHARGE FORM



FOIPP s. 15

SCHEDULE "E"

Monthly Summary: Route 13 Cancel/Delay Sailings

Week of: _____

| Date | Scheduled Dep Time | Actual Dep Time | Terminal | Cause Code | Comments |
|-------------|-------------------------------|----------------------------|-----------------|-----------------------|-----------------|
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| General cause | Code | Cause | Explanation |
|---------------|------|-----------------------------------|--|
| Crew | CA | C-Crew absent/late | Vessel or terminal personnel (e.g. Ramp attendant not on site) |
| Crew | CC | C-Crew familiarization | |
| Crew | CY | C-Other crew issues | Wildcat strikes, study sessions, etc. |
| Crew | CZ | C-Accumulated crew delay | Accumulated delays due to earlier crew incident |
| Incident | IA | I-Medical | |
| Incident | IB | I-Rescue | |
| Incident | IY | I-Other operational Incident | Covers other incidents i.e. waiting for police, keys locked in car, vehicle accident, non-BCFC labour disputes, etc., |
| Incident | IZ | I-Accumulated operational delay | Accumulated delays due to earlier incident |
| Mechanical | MA | M-Vessel propulsion system | |
| Mechanical | MB | M-Vessel propulsion control | |
| Mechanical | MC | M-Vessel steering system | |
| Mechanical | MD | M-Vessel auxilliary system | |
| Mechanical | MM | M-Terminal berth closure | |
| Mechanical | MX | M-Vessel-other problems | Other vessel mechanical problems |
| Mechanical | MY | M-Terminal-other problems | Covers various other terminal mechanical problems i.e. hydraulics, power failure, ramp problems, computer problems, etc. |
| Mechanical | MZ | M-Accumulated mechanical delays | Accumulated delays due to earlier mechanical problem |
| Procedure | PA | P-Vessel congestion at berths | |
| Procedure | PB | P-Vessel switch | One time delay when a vessel is switched and delay is due to setup time gathering crew, setting up catering etc. Subsequent delays due to vessel switch should be under PZ (Accumulated procedure delays). |
| Procedure | PC | P-Take on lube oil | |
| Procedure | PD | P-Fueling | |
| Procedure | PF | P-Schedule | Vessels subbing on route and cannot keep up to the published schedule. |
| Procedure | PG | P-Drills | |
| Procedure | PH | P-Loading/ Unloading | Vehicle cross traffic |
| Procedure | PI | P-Articulating ramp used | The ramp on the terminal is under repair, the articulating ramp on the ship is being used to load & unload traffic. |
| Procedure | PJ | P-Start up procedure | |
| Procedure | PM | P-Marine Traffic | Other vessels, logs in water, etc. which delayed transit |
| Procedure | PY | P-Other procedural problems | Covers other procedural problems such as unscheduled stops, extra runs, deadhead trips, dock trials, compass adjustments, etc. |
| Procedure | PZ | P-Accumulated procedural problems | Accumulated delays due to earlier procedural problems |

| | | | |
|---------|----|------------------------------|--|
| Traffic | TA | T-Heavy traffic | |
| Traffic | TB | T-Transfers | |
| Traffic | TY | T-Traffic-other problems | |
| Traffic | TZ | T-Accumulated traffic delay | Accumulated delays due to earlier traffic problems |
| Weather | WA | W-Extreme tides | |
| Weather | WB | W-High winds | |
| Weather | WY | W-Weather-other problems | Visibility, etc. |
| Weather | WZ | W-Accumulated weather delays | Accumulated delays due to earlier weather problems |

SCHEDULE "F"
ROUTE 13 HOURS

| | | Off Peak | | | | |
|-----------------|-----------------|-----------------|----------|--------|----------------|--|
| | Monday-Thursday | Friday | Saturday | Sunday | Holiday Monday | |
| AM Service Time | 5:15 | 5:15 | 5:15 | 4:20 | 5:15 | |
| PM Service Time | 3:40 | 4:15 | 3:40 | 5:10 | 4:50 | |

| | | Shoulder (88 days per year) | | | |
|-----------------|-----------------|------------------------------------|----------|-------------------------|--|
| | Monday-Thursday | Friday | Saturday | Sunday & Holiday Monday | |
| AM Service Time | 5:25 | 5:25 | 5:25 | 5:25 | |
| PM Service Time | 4:00 | 4:35 | 4:00 | 4:00 | |

| | | Peak | | | | |
|-----------------|-------------------|---------------------|--------|----------|-------------------------|--|
| | Monday & Thursday | Tuesday & Wednesday | Friday | Saturday | Sunday & Holiday Monday | |
| AM Service Time | 4:55 | 5:10 | 4:55 | 4:55 | 4:55 | |
| PM Service Time | 3:45 | 3:45 | 4:20 | 4:25 | 3:50 | |

Notes:

- "Service Time" is defined as the scheduled time from the first scheduled departure of a morning or afternoon shift to the last scheduled arrival of the same shift.
- If the shoulder schedule is in effect for more than 88 days in a given year (being from April 1 to March 31), the Company will pay the Operator a rate of for each additional day. If the shoulder schedule is in effect for fewer than 88 days in a given year, the Operator will credit the Company a rate of for each day it is less.

FOI ss. 17, 21

Stoker, Carol

From: Kaye, Mia
Sent: October 26, 2020 12:51 PM
To: Stoker, Carol
Subject: FW: Re operation of storm away and damage caused by wake.
Attachments: PBR & NWPA 13.pdf

From: Kona Winds Charters <mail@konawindscharters.com>
Sent: July [redacted] 2020 11:55 AM FOIPP s. 22
To: Lomax, Captain Lance <Lance.Lomax@bcferries.com>
Subject: Fwd: Re operation of storm away and damage caused by wake.

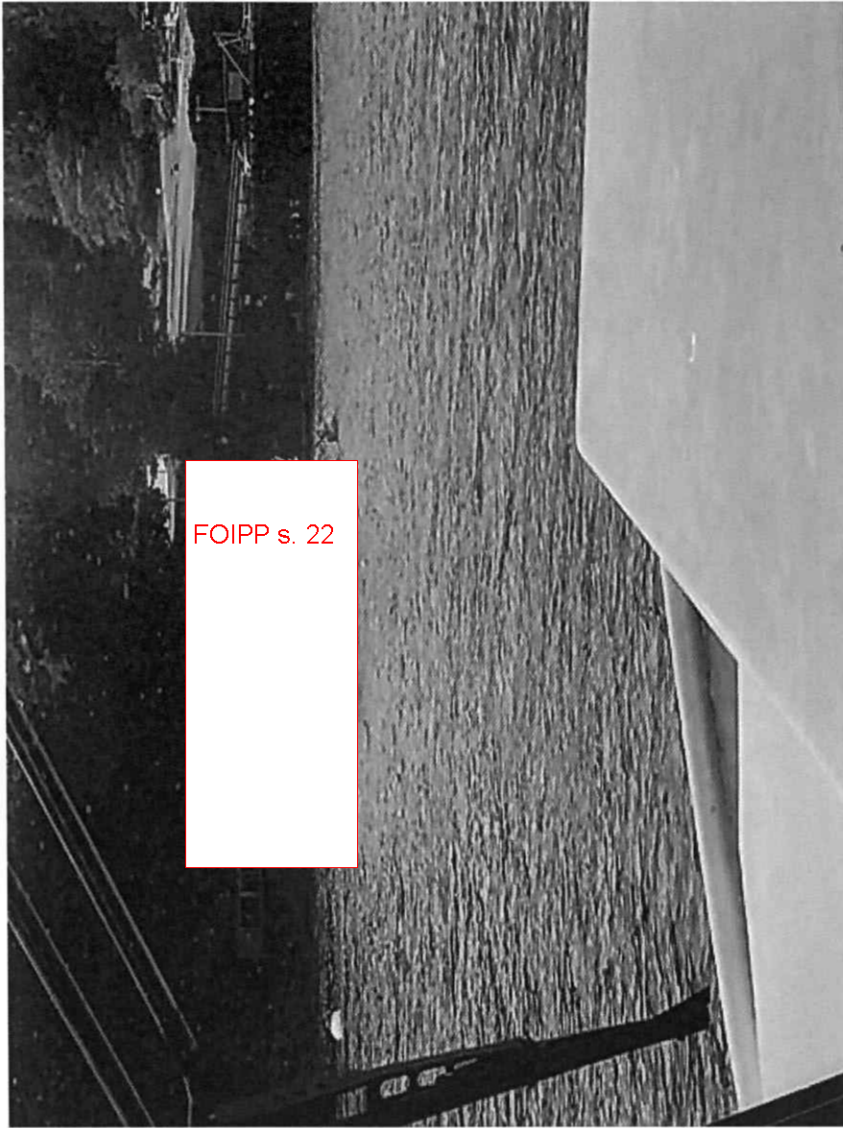
Hi Lance,

Further to our call here's a copy of my response to [redacted] FOIPP s. 22
Email along with pictures of the
"damaged" window and [redacted] Boat in the approach to Keats Landing.
FOIPP s. 22

Regards,

Bruce





Kona Winds Charters

FOIPP s. 22, FOIPP s. 21

www.konawindscharters.com

----- Forwarded message -----

From: **Kona Winds Charters** <mail@konawindscharters.com>

Date: Thu, Jul 2020 at 11:07 AM

Subject: Re: Re operation of storm away and damage caused by wake.

To: FOIPP s. 22

Hi FOIPP s. 22

Thanks for bringing this to our attention. This is the first written safety or wake related complaint we have received in years and we will take it under advisement. (Please note that your October 2018 and other emails were not addressed or copied to us and we only learned of them through a FAC person.)

And thanks for meeting me on the Keats Dock on and showing me the damaged cleat and window on your vessel.

FOIPP s. 22

Since this email is addressed to [redacted] our personal email address I would like to personally say how sorry we both are to hear [redacted] FOIPP s. 22

Regarding your statements on the the operation of "Stormaway" vessels:

- 1) With maximum possible safety in mind I have advised the Stormaway crews of your email and reminded them of the extra hazards and threats posed by the presence of your vessel and some summer activities near Keats Landing dock.
- 2) Safety is our main concern so I must push back at your statement that "many complaints have been made in the past to your crew and to yourself personally" as I have not had any direct emails or conversations about Stormaway wake or safety with you during the last 2 years and I am not aware of any similar conversations with crew. So, in future, if you observe any safety issues, please email us right away.

Regarding Damage:

Fortunately, there have been no injuries and the vessel damage you describe is minor. I note that we both sighted and photographed discolouration and growth inside the cracks in the laminated glass windows near the "screw-in window stoppers". I confirmed with a local window repair person that the cracks are very common when window stoppers are overtightened on sliding laminated windows and that the cracked glass will start to discolour over a period of years. I hope we can agree that the window issue is clearly "previous damage". On further inspection outside the vessel I note that we both agreed that the cleat and rope are undamaged (per your photo) but that the 1 remaining bolt held only a small part of the corroded retaining nut which then crumbled in our fingers. The 3 other bolts sighted in your photo of the rail are snapped off in situ and look to also be corroded and fatigued but it is difficult to tell without removal. Your photo of the fibreglas around the cleat shows minor damage and some discolouration in the stress cracks suggesting stress over time. The repair will likely require 4 new bolts, nuts and washers and a bit of glass work. It is difficult for me to see how any of this damage is caused by actions of the Stormaway.

Regarding Moving Forward:

Your email states that I am "aware of the laws in Canada regarding marine operation" and, further to your request at our meeting on Monday, I am attaching copies of the "Private Buoy Regulations" and Section 13 of the "Navigable Waters Protection Act". It is clear that if your vessel and mooring arrangement was in compliance that the danger to navigation in the area would be reduced and the damage you describe would be impossible. So I feel the safest and best way to move forward is to bring your vessel and mooring arrangement into compliance with the relevant Acts and Regulations.

If you need help getting the mooring system moved please let me know and, without prejudice, I will see what I can put together with friends in the trade but I must say that your threats to "throw around a lot of mud at Stormaway and BC Ferries if I don't pay damages" is not helpful so please lets all be kind, be calm, and be safe.

Thanks for your time on this.

Regards,

Bruce

Bruce Kerr
Kona Winds Charters

[redacted] FOIPP s. 21, FOIPP s. 22
www.konawindscharters.com

On Thu, Jul [redacted] 2020 at 11:50 AM [redacted] wrote:
FOIPP s. 22

From: [redacted] FOIPP s. 22
Date: Thu, Jul [redacted] 2020, 8:52 AM
Subject: Re operation of storm away and damage caused by wake.
To: [redacted] FOIPP s. 22
Cc: <lance.lomax@bcferries.com>

Dear Bruce Kerr

[redacted] FOIPP s. 22
On Wednesday, July [redacted] 2020, my boat, [redacted] was moored attached to a float just in front of the Keats camps docs at Keats Landing At approximately 11:30 a.m. One of your vessels operated under contract to the British Columbia Ferry Corporation, passed within 50 ft of my boat at regular cruising speed. This brought a substantial wake against the barge moored on the other side of the float, the float and my boat. The wake caused water to flow up onto the deck of the float and the barge. It caused my boat to shift violently and the strain on the ropes caused by the Stornaway's wake ripped one of my mooring cleats off the boat, and cracked two windows. I happen to be on the boat at the time, witnessing the event personally. See pictures of damage attached

I immediately called your vessel operator and indicated that they should slow down.

This type of dangerous operation has been a problem for many years at Keats Landing and other locations your vessels service. I am aware many complaints have been made in the past to your crew and to yourself personally. I raised this concern directly with you and Darin Guenette, from BC Ferries October 2018. Rather than dealing with the issue then the situation has progressively gotten worse. To remind you of what was brought to your attention in October 2018, below is a paragraph from the email.

"In addition speed, wake and wash are issues, for Keats Landing. After working with BC Ferries for years the route was operated in a manner where the impact of wake and wash was minimal. In recent years contracted operation of the vessel has deteriorated and many residence have concerns. It would be beneficial for the private operator to take the same route and speed that was arrived at by the BC Ferries crew of the Dogwood Princess. The Dogwood Princess would travel from Langdale or New Brighton in the center of the channel to a point directly in front of the Keats Landing dock, then turn towards the Keats Landing dock, slowing down to under 3knts about 300 feet out from the dock, approaching with minimal wash. If you can bring this point to the FAC it would help."

I know you are aware of the laws in Canada regarding marine operation, which means you are very aware that you are liable for any damage caused by your wake.

Due to the ongoing problems with the dangerous operation of your vessels, surveillance cameras have been placed at various locations on my boat and on the shore by myself and others to ensure we gather further video evidence of the dangerous operation of your vessels.

In order to avoid further problems and liabilities, please advise your crews to approach Keats Landing at a safe distance from other vessels and docks, and a safe speed where the wake does not cause damage to vessels, and docks. Just a reminder, that children swim at the beach at Keats landing and it is quite probable that the follow-on wash from the storm away approaching the Keats Landing dock at high rates of speed could cause injury to a child.

FOIPP s. 22

With respect to the damaged caused to [redacted] please let me know how you plan to remedy the damage caused by the wake from your vessel. This will help avoid legal action.

Regards

[redacted] FOIPP s. 22

Cc: Captain Lance Lomax,
Marine Superintendent,
Fleet Operations, Northern Services

Private Buoy Regulations

SOR/99-335

CANADA SHIPPING ACT, 2001

Registration 1999-07-28

Private Buoy Regulations

P.C. 1999-1364 1999-07-28

His Excellency the Governor General in Council, on the recommendation of the Minister of Transport and the Minister of Fisheries and Oceans, pursuant to sections 519 and 562^a of the *Canada Shipping Act*, hereby makes the annexed *Private Buoy Regulations*.

^aR.S., c. 6 (3rd Supp.), s. 77

Interpretation

1 In these Regulations, *private buoy* means a buoy that is not owned by the federal government, a provincial government or a government agency.

Application

2 These Regulations apply to every private buoy other than private buoys used to mark fishing gear.

Placement Requirements

3 No person shall place in any Canadian waters a private buoy that interferes with or is likely to interfere with the navigation of any vessel, or that misleads or is likely to mislead the operator of any vessel.

4 (1) No person shall place a private buoy in any Canadian waters unless

(a) the part of the buoy that shows above the surface of the water is at least 15.25 cm wide and at least 30.5 cm high;

(b) the buoy displays, on opposite sides, the capital letters "PRIV" that are

(i) as large as is practical for the size of the buoy, and

(ii) white when the background colour is red, green or black;

(iii) black when the background colour is white or yellow;

(c) the buoy complies with the requirements set out in *Canadian Aids to Navigation* (TP 968) published by the Canadian Coast Guard in 1995, as amended from time to time;

(d) the buoy displays, in a conspicuous location and in a permanent and legible manner, the name, address and telephone number of its owner;

(e) the buoy is constructed and maintained in a manner and with materials that ensure that it remains in position and retains the characteristics specified in paragraphs (a) to (d); and

(f) the buoy's anchor is constructed and maintained in a manner and with materials that ensure that it remains in position.

(2) The owner of a private buoy placed in any Canadian waters shall ensure that the information required by paragraph (1)(d) is accurate at all times.

5 If there is a need for increased visibility or better identification of a buoy for safety and the prevention of accidents, the Minister of Transport may order the owner of the buoy to modify it according to the requirements set out in the *Procedures Manual for Design and Review of Short-range Aids to Navigation Systems* (TP 9677), published in March 1989 by the Canadian Coast Guard, as amended from time to time.

SOR/2002-19, s. 1 SOR/2010-27, s. 1

6 No person shall place in any Canadian waters a private buoy that has a light unless the light remains lit throughout the night and meets the requirements referred to in paragraph 4(1)(c).

Removal

7 The Minister of Transport may remove from any Canadian waters a private buoy that does not comply with these Regulations.

MOORING SYSTEMS

Definitions

13. (1) The following definitions apply in this section.

“length”

« *longueur* »

“length” means, in respect of a vessel, the distance between the fore and aft extremities of the vessel.

“mooring system”

« *système d’amarrage* »

“mooring system” means a system that is used to secure a vessel and that consists of an anchor that is set in or on the bed of a navigable water, a single anchor line, a single buoy and a mooring line to attach to a vessel.

“swing area”

« *aire d’évitage* »

“swing area” means the diameter of a circle created by the swinging of a vessel moored to a mooring system.

Class established

(2) Mooring systems are established as a class of works for the purposes of subsection 5.1(1) of the Act if

- * • (a) the swing area of the works is not
 - (i) within 20 m of a work, other than a pipeline or an aerial or submarine cable, that is not owned by the owner of the works,
 - (ii) within 20 m of the swing area of another work of the class established by this subsection, or
 - * ◦ (iii) within 50 m of a marina, public launch-ramp or navigation channel;
- (b) the works are not associated with an existing or proposed marina;
- (c) the width of the navigable water is more than 100 m when measured from the ordinary high-water mark on one side of the water to the ordinary high-water mark on the other side; and
- (d) the buoy has the following characteristics:
 - (i) the name, address and telephone number of the owner of the works is displayed on it in a conspicuous location and in a legible manner,

- (ii) the part of the buoy that shows above the surface of the water is at least 15.25 cm wide and at least 30.5 cm high,
- (iii) the top third of the buoy is orange and the rest of it is white, and
- (iv) the buoy displays, on opposite sides, the capital letters "PRIV", which are in black and are as large as is practicable for the size of the buoy.

Swing area

(3) For the purposes of subparagraphs (2)(a)(i) and (ii), the swing area of a vessel is considered to be the area set out in column 1 of the table to this subsection when the navigable water has the depth set out in column 2

- (a) at the higher high-water mean tidewater level, in the case of tidal waters;
or
- (b) at the 10-year high-water level, in any other case.

TABLE

| Item | Column 1 Swing Area | Column 2 Depth of Navigable Water |
|------|------------------------|---------------------------------------|
| 1. | 50 m | 6 m or less |
| 2. | 70 m | More than 6 m but not more than 10 m |
| 3. | 80 m | More than 10 m but not more than 14 m |
| 4. | <u>100 m</u> | More than 14 m * (≈28 m) |

Buoys and anchors

(4) The owner of the works must

- (a) ensure that
 - (i) the buoy maintains the characteristics described in paragraph (2)(d) during the navigation season, and
 - (ii) the anchor remains in the position in which it was set in or on the bed of the navigable water; and
- (b) comply with any order made under section 5 of the *Private Buoy Regulations* in respect of the buoy.

Mooring of vessels and removal of works

(5) The owner of the works

- (a) must not moor, or permit the mooring of, a vessel that is more than 12 m in length to the works; and
- (b) must remove the works if
 - (i) any part of the works is removed, or
 - (ii) during any two-year period, no vessel has moored to the works.

COMING INTO FORCE

3. This Order comes into force on the day on which it is made.



RESPONSE DETAILS

Score 0%

Actions(1)

▲ Hide

Actions

| Action | Related To | Priority | Status | Due Date | Assigned To | |
|--------|--------------------------------------|----------|----------|----------|-------------|------------------------|
| NFA | Comment Open Details | Schedule | Complete | 7/7/2019 | Rhonda Daye | Update |

+ [Add Action](#)

Notes

+ [Add Note](#)

Response Details - Response ID Region/Route

| | | | |
|---------------------------|--|-----------|---------------|
| Date Completed | 7/7/2019 9:00:38 AM | Region | Central Coast |
| Collection Point | BC Ferries Website - Customer Feedback | Route | 13 |
| Name | <input type="text" value="FOIPP s. 22"/> | Sub-Route | GAM-LNG |
| Email Address | <input type="text"/> | | |
| Land Address | | | |
| Postal Code | | | |
| Phone Number | <input type="text" value="FOIPP s. 22"/> | | |
| Entered by | | | |
| City | | | |
| Province/State | | | |
| Country | | | |
| Date of Travel | 07/0719 | | |
| Feedback Source | | | |
| Our Ships | | | |
| Our People | | | |
| Company/Products/Services | | | |
| Safety/Environment | | | |

General

Community Issues

Bad Poor OK Good Excellent

Comment ID FOIPP s. 22

"The stormAway water taxi service is running in too close to the private docks as it comes into the Keats landing dock. The Captain needs to run his route out further and stop smashing up all of our docks and ramps. If I was to run my boat past your docks this way you would be upset too. Please make the course adjustments or I will be forced to assess damages of our docks and be putting in a claim against BC ferries for the repairs "



RESPONSE DETAILS

Score 25%

Actions (2)

Notes (2)

▲ Hide

Actions

| Action | Related To | Priority | Status | Due Date | Assigned To |
|--|---|----------|----------|------------|------------------------|
| Responded & Shared | Comment Open Details | Schedule | Complete | 10/13/2015 | Update |
| Complaint about our third party operator on the Stormaway, route 13. | | | | | |

+ [Add Action](#)

Notes

By Christine McKenzie (10/21/2015 3:38:58 PM)

From: McKenzie, Christine

Sent: October 21, 2015 3:38 PM

To: Lomax, Captain Lance

Subject: Customer feedback re: Rt 13 - Customer Comment FOIPP s. 22

Good afternoon Captain Lomax,

Sharing this customer feedback re: Rt 13 as FYI, no response is needed. I thanked the customer for his feedback and let him know I've shared it with management.

Customer wrote Oct 10/15 - "We were loading on the end of eastbourne Keats dock. The Stormaway vessel came in 3:30pm sailing with 3ft, almost ripped the lines off our vessel. The captain said "you're not supposed to park in loading zone". That's no excuse for the other vessels tied to the other side of the float. It's my understanding it's the vessel pilot who is responsible to damage to other vessels in slow speed areas. Apparently it's not an isolated event. He did this a few years ago to myself, at least two other vessel operators also. This isn't acceptable behavior from someone with a commercial pilot's license. He seems to have some sort of "road rage" attitude. Far from the courtesy we normally experience from BC ferries. I would appreciate a personal response to my query."

Kind Regards,

Christine McKenzie

By Christine McKenzie (10/21/2015 3:44:07 PM)

From: McKenzie, Christine

Sent: October 21, 2015 3:44 PM

To: [Redacted] FOIPP s. 22

Subject: BC Ferries

Hi [Redacted] FOIPP s. 22

Thank you for taking the time to bring your feedback to our attention in relation to your observations of the operation of the Stormaway vessel, and the interaction that ensued between you and the Stormaway operator who services the route between Langdale and Gambler/Keats Island. I regret to hear about the situation you described, and on behalf of BC Ferries I extend to you our apology for the circumstances that happened that day, and the negative impression it left you with.

Your feedback has been shared with the management team so that they are made aware of your concerns. Thank you again for writing and bringing your concerns to our attention.

Kind Regards,

Christine McKenzie

Advisor, Customer Relations

+ [Add Note](#)

| | | | |
|--------------------------------|--|--------------|---------------|
| Response Details - Response ID | [Redacted] FOIPP s. 22 | Region/Route | |
| Date Completed | 10/10/2015 2:58:59 PM | Region | Central Coast |
| Collection Point | BC Ferries Website - Customer Feedback | Route | 13 |
| Name | [Redacted] FOIPP s. 22 | Sub-Route | KES-KTS |

Email Address

FOIPP s. 22

Land Address

Postal Code

Phone Number

FOIPP s. 22

Entered by

City

Province/State

Country

Date of Travel

Sunday October 4, 2015

Feedback Source

Our Ships

Our People

Company/Products/Services

Safety/Environment

On the Ship

Loading/Unloading

Bad Poor OK Good Excellent

Comment ID

FOIPP s. 22

"We were loading on the end of eastbourne Keatz dock. The Stormaway vessel came in 3:30pm sailing with 3ft, almost ripped the lines off our vessel. The captain said "you're not supposed to park in loading zone". That's no excuse for the other vessels tied to the other side of the float. It's my understanding it's the vessel pilot who is responsible to damage to other vessels in slow speed areas. Apparently it's not an isolated event. He did this a few years ago to myself, at least two other vessel operators also. This isn't acceptable behavior from someone with a commercial pilot's license. He seems to have some sort of "road rage" attitude. Far from the courtesy we normally experience from BC ferries. I would appreciate a personal response to my query."

Closing Questions

What is your overall satisfaction with BC Ferries?

Neutral



RESPONSE DETAILS

Score 0%

Actions (1)

Notes (2)

▲ Hide

Actions

| Action | Related To | Priority | Status | Due Date | Assigned To | |
|-------------------------------------|--------------------------------------|----------|----------|-----------|----------------|------------------------|
| Talk to Captain Lomax to advise - J | Comment Open Details | Schedule | Complete | 8/16/2018 | Cheryl Forsyth | Update |

+ [Add Action](#)

Notes

By Cheryl Forsyth (8/21/2018 10:58:02 AM)

From: Forsyth, Cheryl

Sent: August 21, 2018 10:57 AM

To: Lomax, Captain Lance

Cc: MacKay, Captain Lewis

Subject: Customer Issue Rt13 - Comment ID: FOIPP s. 22

Hello Capt. Lomax,

I have a query from a customer, can you let me know how I should handle or would you be willing to call the customer directly?:

Customer wrote: "Some 20 years ago we received a letter from BCFC advising that the Dogwood Princess would maintain a clearance of at least 17 chains from our dock at Burgess Cove. These days the current Stormaway comes within 150 metres of our dock causing frequent damage plus wear and tear. Could you please contact me to discuss?"

Thank you.

Cheryl Forsyth

Customer Relations Advisor

Customer Care

By Cheryl Forsyth (12/19/2018 3:03:50 PM)

Dec19/18: no response from Mar.Sup, closing file as there has been no further contact from customer , will reopen if customer contacts us back.

+ [Add Note](#)

| | | | |
|--------------------------------|--|--------------|---------------|
| Response Details - Response ID | <input type="text"/> FOIPP s. 22 | Region/Route | |
| Date Completed | 7/23/2018 11:15:23 AM | Region | Central Coast |
| Collection Point | BC Ferries Website - Customer Feedback | Route | 13 |
| Name | <input type="text"/> | Sub-Route | KES-KTS |
| Email Address | <input type="text"/> FOIPP s. 22 | | |
| Land Address | | | |
| Postal Code | | | |

Phone Number

FOIPP s. 22

Entered by

City

Province/State

Country

Date of Travel

Today

Feedback Source

Our Ships

Our People

Company/Products/Services

Safety/Environment

On the Web

Design and Usability

Bad Poor OK Good Excellent

Comment ID

FOIPP s. 22

"Some 20 years ago we received a letter from BCFC advising that the Dogwood Princess would maintain a clearance of at least 17 chains from our dock at Burgess Cove. These days the current Stormaway comes within 150 metres of our dock causing frequent damage plus wear and tear. Could you please contact me to discuss? "

Closing Questions

What is your overall satisfaction with BC Ferries?

Completely Dissatisfied