

**AMENDMENT NO. 5 TO LICENSE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA AND THE TALL SHIP
PROVIDENCE FOUNDATION FOR THE DOCKING OF
THE TALL SHIP PROVIDENCE**

THIS AMENDMENT to the License Agreement dated April 15, 2019, as amended June 20, 2020 (“Amendment No. 1”); and as further amended by Amendments Nos. 2, 3, and 4 respectively, dated December 12, 2020 (“Amendment 2”); dated February 20, 2021 (“Amendment No. 3”); and dated December 27, 2021 (Amendment #4) is made this ____ day of June 2022 (the “Amendment No. 5 Effective Date”), by and between the TALL SHIP PROVIDENCE FOUNDATION, a non-profit, tax-exempt organization ("Licensee") and the CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (“Licensor”) or collectively the “Parties”.

RECITALS

WHEREAS, the Licensor and the Licensee are parties to a License Agreement permitting Licensee to operate the Tall Ship Providence solely and exclusively as a living history museum and tourist attraction open to the public and may schedule public cruises and private charters, at the Alexandria Marina, dated April 15, 2019 (the “Original License Agreement”); and

WHEREAS, the Original License Agreement was amended on or about June 20, 2020, to extend the term of the Original License Agreement to December 31, 2020 (“Amendment No. 1”); with additional amendments, on or about December 12, 2020; on or about February 26, 2021 (“Amendment No. 3”) and December 27, 2021 (Amendment #4) to extend the term of the Original License Agreement to June 30, 2023.

WHEREAS, the Licensor and the Licensee wish to amend the Amended License Agreement, to extend the term of the Original License Agreement, as amended, from July 1, 2022 through and including June 30, 2023, to allow the Licensee to raise appropriate funding and receive necessary permits to implement SUP 2021-0001 as approved in March 2021, and for the parties to complete and finalize the negotiation of the terms and conditions of the Franchise Agreement; and

NOW THEREFORE, the Licensor and the Licensee, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AMENDMENT NO. 5

1. **TERM/AMENDMENT**: The Term of this Agreement as set forth in Paragraph 7(c) of the original Agreement shall be extended until June 30, 2023. The term “Agreement” as used in this First and Second Amendment or in the Original License Agreement shall mean the Original License Agreement, as amended.
2. **LICENSE FEE**: The license fee, consistent with Section 9(a) of the fully executed April

15, 2019 Agreement, shall be:

- a. \$500.71 per month July 1, 2022 through and including June 30, 2023 in COVID-19 repayment fees;
 - b. \$45.50 per day from July 1, 2022 through and including October 31, 2022 as mutually agreed upon between the Licensor and Licensee; and
 - c. \$1,365 per month November 1, 2022 through and including June 30, 2023.
3. **RATIFICATION**: Except as explicitly amended hereby, the provisions of the Agreement and all exhibits and attachments thereto are ratified and confirmed, and the Agreement remains in full force and effect.
 4. **TERMS**: The remaining terms of the Original Agreement which have not been amended by this Amendment No. 5, remain in full force and effect.

IN WITNESS WHEREOF this Amendment No. 5 has been duly executed by the Parties hereto as of the date and year first above written.

<p>LICENSEE:</p> <p>TALL SHIP PROVIDENCE FOUNDATION a non-profit, tax-exempt organization</p> <p>By: Clair S. Sassin Title: President & CEO</p>	<p>LICENSOR:</p> <p>THE CITY OF ALEXANDRIA, VIRGINIA, a municipal corporation of the Commonwealth of Virginia</p> <p>By: James F. Parajon, City Manager</p>
<p>Approved as to form:</p> <p>Karen Snow, Senior Assistant City Attorney</p>	