

**AMENDMENT NO. 2 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”) is made this ____ day of December 2020 (the “Amendment No. 2 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, 2020 (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”)

WHEREAS, the Licensor and the Licensee wish to amend the Amended License Agreement, to further extend the term of the Original License Agreement, as amended, from January 1, 2021 through February 28, 2021, to allow 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. 2

1. **TERM/AMENDMENT**: The Term of this Agreement as set forth in Paragraph 7(c) of the original Agreement shall be extended until February 28, 2021. The term “Agreement” as used in this First Amendment or in the Original License Agreement shall mean the Original License Agreement, as amended.
2. **LICENSE FEE**: The license fee shall be \$1,287.50 per month consistent with Section 9(a) of the fully executed April 15, 2019 Agreement.
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.

IN WITNESS WHEREOF this Amendment No. 2 has been duly executed by the Parties hereto as of the date and year first above written.

LICENSOR:

TALL SHIP PROVIDENCE FOUNDATION
a non-profit, tax-exempt organization

By: _____
Clair S. Sassin
Title: Executive Director

LICENSEE:

THE CITY OF ALEXANDRIA, VIRGINIA, a
municipal corporation of the Commonwealth of
Virginia

By: _____
Mark Jinks, City Manager

Approved as to form:

Senior Assistant City Attorney