

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this 4th day of November, 2015 by and between the CITY OF ALEXANDRIA ("Licensor"), 301 King Street, Alexandria VA 22314, and ALIVE! Inc. ("Licensee"), 2723 King Street, Alexandria VA 22302-4008.

1. Licensor hereby grants a license to Licensee, for the use of a portion (3,000 SF) of the Alexandria Print Shop-Records Storage, 801 South Payne Street, Alexandria, Virginia, and property adjacent to the areas depicted on the Exhibit attached hereto and incorporated herein by this reference ("Licensed Premises") for the sole purpose of operating an emergency food storage and distribution operation beginning October 16, 2015 to June 30, 2020.
2. Licensee is aware that the Licensed Premises is subject to relocation to a comparable area if needed by Licensor for other purposes, provided Licensor will provide to Licensee at least 30 days prior notice of such need.
3. Licensee shall make no assignment of this Agreement or the license granted hereunder without the prior written consent of Licensor.
4. Licensee shall at all times conform to and abide by the rules, regulations, orders or directions of the officers of Licensor, or its duly authorized representatives, having jurisdiction over the Licensed premises.
5. Licensee hereby releases Licensor from and against any and all claims for injury or damage to persons or property that may occur to it, its agents, employees, invitees, licensees or guests, while on the Licensed Premises and will further indemnify, defend and hold Licensor harmless from all claims and expenses resulting from injuries or damage to persons or property and will be responsible for all damages to Licensor that may be caused by Licensee's presence on the Licensed Premises or which is in any manner connected with the license herein granted.
6. Commercial General Liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence shall be carried at all times by Licensee. A certificate of same, with Licensor named as an additional insured and specific reference made to this Agreement, shall be furnished to Licensor. It is understood that Licensor reserves the right to require such other or additional insurance coverage, or higher limits, as may be appropriate from time-to-time. If Licensee shall not comply with its covenant to maintain insurance as provided herein, Licensor may, at its option, cause such insurance to be issued and, in such event, Licensee shall promptly pay when due the premiums for such insurance. This Agreement and the license granted hereunder are not valid and not in effect until the requirements of this section have been fulfilled by Licensee. Licensee shall, while in possession of the Licensed Premises, comply and cause its agents and employees to comply with all rules and regulations as may be prescribed by Licensor for the prevention of fires and compliance with insurance contracts and policies. Licensee shall promptly comply with all requirements of any insurance inspector of Licensor, for the enforcement of said rules and regulations, and will use diligence at all times for the prevention of fires.

7. There is no license fee due from Licensee in connection with this Agreement.
8. All costs associated with ALIVE! Inc.'s operation to include but limited to telecommunications and computer services and pest control within the facility will be the responsibility of the Licensee. Licensee will negotiate with the City of Alexandria, Department of General Services to pay for relevant expenses not directly identified in this License.
9. Licensee shall submit proposed exterior signage specifications identifying building location to Licensors for review and approval; Licensee to cover all signage fabrication and installation costs.
10. (a) Licensee is required to comply with all Health Department rules, regulations, codes and standards required to prepare and maintain food service and storage areas.

(b) Licensee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Premises by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensors' written consent. If the Licensed Premises become contaminated in any manner as a result of the Licensee's presence on the Licensed Premises, Licensee shall indemnify, defend and hold harmless the Licensors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any decrease in value of the Licensed Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the Licensed Premises, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising from such contamination. This indemnification includes, without limitation, any and all costs incurred by Licensors because of any investigation of the Licensed Premises or any cleanup, removal or restoration mandated by a federal, state or local agency, or political subdivision. Without limitation of the foregoing, if Licensee causes or permits the presence of any Hazardous Substance on the Licensed Premises and it results in contamination, Licensee shall promptly at its sole expense, take any and all necessary action to return the Licensed Premises to the condition existing prior to the presence of any such Hazardous Substance on the Licensed Premises. Licensee shall first obtain Licensors' approval for any such remedial action. Violation by Licensee of this provision shall give immediate rise to right of Licensors to terminate the right of Licensee to use the Licensed Premises.

(c) As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive and/or is regulated by any local government, the Commonwealth of Virginia or the United States government, or agency thereof. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous wastes" or "extremely hazardous wastes" or "hazardous substances" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls (PCB's), petroleum, solvents, printing inks, pesticides, solvents and leads.
11. Licensors shall have 24-hour access to site for necessary maintenance and emergency/incident response. During normal city hours of operation, 8:00am to 5:00pm Monday through Friday submit building requests issues by calling 703.746.4770 and someone will assist you. After normal city hours of operation, before 8:00am and after 5:00pm Monday through Friday, weekends and holidays, please call 703.746.4770 follow all the telephone

prompts and include your call back contact information. Your call will be taken by after-hours call service to address.

12. Licensors shall provide two reserved parking spaces during normal city hours of operation and up to five parking spaces outside normal city hours of operation for the Licensee.

13. All notices regarding this Agreement shall be delivered or mailed as follows:

If to Licensor:

City of Alexandria
General Services Department
Attn: J. McPike, Director
110 N. Royal Street, Suite 300
Alexandria VA 22314

If to Licensee:

ALIVE! Inc.
Attn: Diane L. Charles
2723 King Street
Alexandria VA 22302-4008

Upon termination of this Agreement in the event of default, end of term or for any reason, Licensee shall promptly vacate the Licensed Premises and remove therefrom all structures, other improvements and contents thereof owned or placed thereon or therein by Licensee, or in which Licensee has any interest, including the debris from the removal thereof, and return the Licensed Premises to a clean condition satisfactory to Licensor, all to be completed at Licensee's cost and expense and not later than the date of said termination.

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

CITY OF ALEXANDRIA, a municipal
Corporation of the Commonwealth of Virginia

Laura B. Triggs, Deputy City Manager, FOR

By: _____

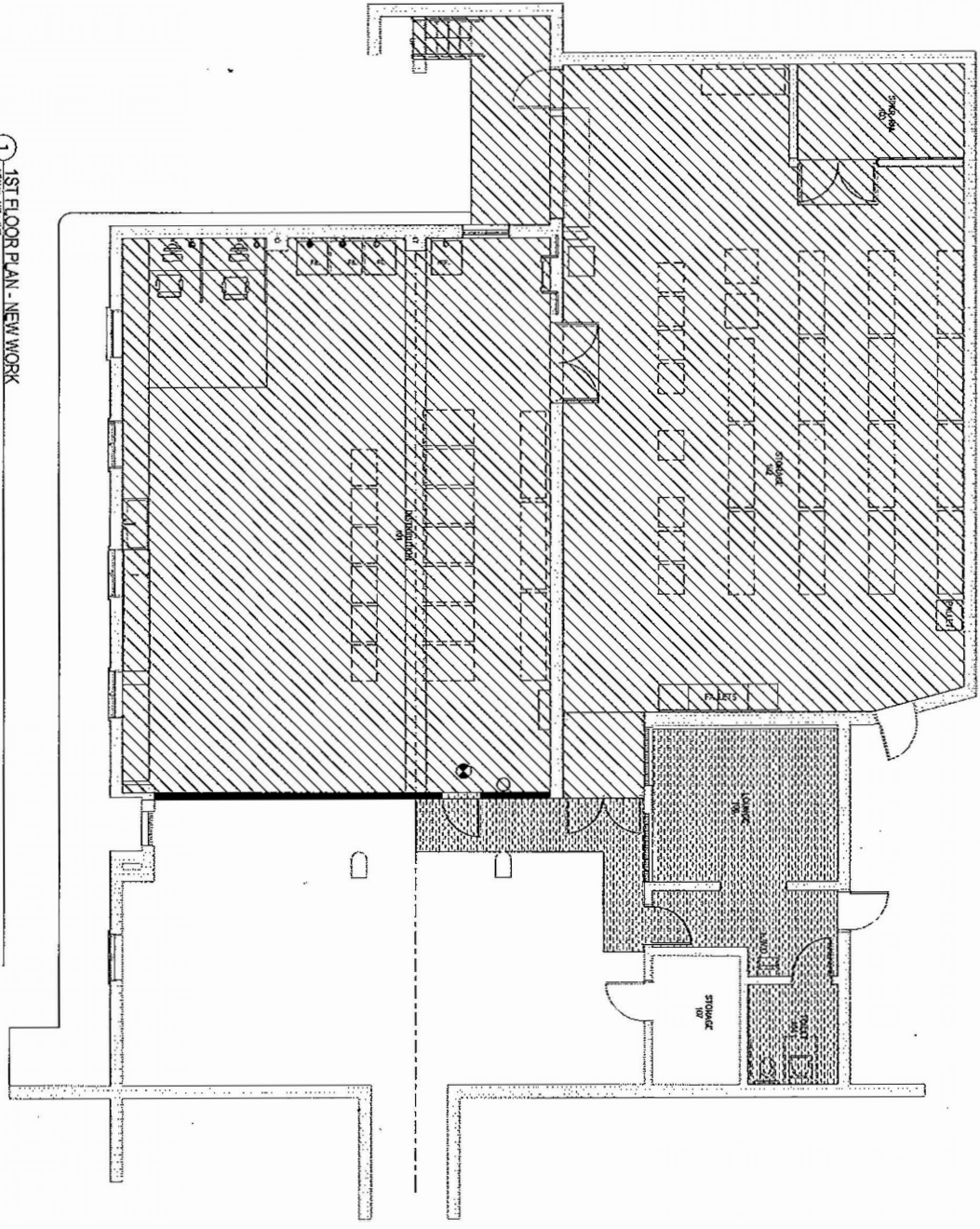
Mark Jinks, City Manager

ALIVE! Inc.

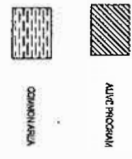
By: _____

Diane L. Charles, Executive Director

1 1ST FLOOR PLAN - NEW WORK
SCALE: 1/8" = 1'-0"



LEGEND



ALIVE FOOD STORAGE DISTRIBUTION
801 S. PAYNE STREET
ALEXANDRIA, VIRGINIA 22314

Comprehensive Plan EXHIBIT A

NO.	DATE	DESCRIPTION



Michael Baker
INTERNATIONAL
2001 EASTON AVENUE
ALEXANDRIA, VA 22304
Phone: 703.291.8800
Fax: 703.291.8801
www.mbakercorp.com

Project No.	10002
Client	601.2013
Scale	AS NOTED
Sheet	A-104
Date	10/2013

PROGRESS POINT