

**AMENDMENT NO. 3 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 amended December 12, 2020 (“Amendment 2”) is made this \_\_\_ day of February 2021 (the “Amendment No. 3 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”) and on or about December 12, 2020, to extend the term of the Original License Agreement to February 28, 2021 (“Amendment No. 2”)

**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 March 1, 2021 through December 31, 2021, to allow the Licensee to receive approval to implement SUP 2021-0001 anticipated 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. 3**

1. **TERM/AMENDMENT**: The Term of this Agreement as set forth in Paragraph 7(c) of the original Agreement shall be extended until December 31, 2021. 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 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. 3 has been duly executed by the Parties hereto as of the date and year first above written.

**LICENSEE:**

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

By: \_\_\_\_\_  
Clair S. Sassin  
Title: Executive Director

**LICENSSOR:**

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

By: \_\_\_\_\_  
Mark Jinks, City Manager

Approved as to form:

\_\_\_\_\_  
Senior Assistant City Attorney