

**AMENDMENT TWO TO LICENSE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA AND HORNBLOWER CRUISES
AND EVENTS FOR THE OPERATION OF CHARTER, SIGHTSEING & DINNER
CRUISES AND WATER TAXIS SERVICE AT THE ALEXANDRIA MARINA**

THIS AMENDMENT TWO to the License Agreement dated March 27, 2018, (“Amendment Two”) is made this ____ day of May 2021 (the “Amendment Effective Date”), by and between HORNBLOWER CRUISES AND EVENTS, LLC ("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 charter services, sightseeing tour boat services, dinner cruises, and water taxi services, collectively “Services” from the Alexandria Marina, dated March 27, 2018, as amended by that certain Amendment One dated March 4, 2020 (the “Original License Agreement”); and

WHEREAS, Paragraph 11 of the Original License Agreement sets forth the license fees payable by Licensee in connection with the license granted thereunder; and

WHEREAS, the Licensor and the Licensee wish to amend the Original License Agreement, to defer a portion of the license fees in Year Three and Year Four and provide for the Licensee to repay \$202,521.74 in license payments deferred for the period between April 1, 2020 through June 30, 2020; August 2020; and October 1, 2020 through June 30, 2021 in 36 equal payments from January 1, 2022 through December 1, 2024; 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

1. **TERM/AMENDMENT**: Term of this Amendment Two shall remain consistent with the Original License Agreement.
2. **DEFERRAL OF LICENSE FEE**: Licensee’s obligation to make monthly installments of the Year Three and Year Four Guaranteed Annual Fee shall be deferred for the period of April 2020 through June 2020; August 2020; and October through June 2021 (the “Deferral Period”). The portion of the Guaranteed Annual

Fee deferred during the Deferral Period is equal to \$202,521.74 (the “Deferred Annual Fee Amount”). The Deferred Annual Fee Amount shall be amortized and paid by Licensee in 36 equal monthly installments of \$5,625.60 beginning January 2022 and continuing through December 2024. Licensee’s obligation to pay equal monthly installments of the Deferred Annual Fee Amount shall be in addition to its obligation to make regular installments of the Guaranteed Annual Fee in accordance with the Original License Agreement.

3. AMENDMENT DOES NOT SERVE AS NOTICE OF RENEWAL: For the avoidance of doubt, this Amendment Two does not serve as Licensee’s notice of intent to renew the term of the Original License Agreement under paragraph 8 thereof. Should Licensee choose not to renew the Original License Agreement in accordance with paragraph 8, any remaining unpaid balance of the Deferred Annual Fee Amount shall be paid by Licensee within 30 days of expiration of the initial five-year term.
4. 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 Two has been duly executed by the Parties hereto as of the date and year first above written.

SIGNATURES NEXT PAGE

LICENSEE:

HORNBLOWER CRUISES AND EVENTS, LLC
a Delaware Limited Liability Company

By: _____
Paul Belforti
Title: Chief Operating Officer

LICENSOR:

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