

**SECOND AMENDMENT TO LICENSE CANCELLATION
AND TERMINATION AGREEMENT**

THIS SECOND AMENDMENT ("Second Amendment") is made **effective as of** _____, **2017** by and between the **CITY OF GAINESVILLE, a Florida municipal corporation** ("City") and **MCG Parking, LLC, a Florida limited liability company** ("MCG.")

Whereas, the City and MCG are parties to a License Cancellation and Termination Agreement dated February 9, 2016, as extended by First Amendment dated November 7, 2016, (collectively referred to as the "Termination Agreement") which provides for the termination of a License Agreement between the parties, as more particularly described in the Termination Agreement; and

Whereas, the City and MCG desire to further amend the Termination Agreement as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend the Contract as follows:

A. The following section of the Termination Agreement is amended as set forth below. Except as amended herein, the remaining terms of the Termination Agreement remain in full force and effect.

Section 5 of the Termination Agreement titled "Expiration" is deleted in its entirety and replaced with the following new Section 5:

5. Expiration. If the Closing on the sale of Lot 10 does not occur on or before January 31, 2018, then the Termination Agreement, as amended by this Second Amendment, shall expire, and the terms of the License Agreement shall remain in full force and effect.

B. The capitalized terms used herein have the meanings assigned to them in the Termination Agreement and this First Amendment

C. This Second Amendment may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Evidence of execution may be transmitted by email or facsimile, which shall constitute an original for all purposes.

G. The Termination Agreement, as amended by this Second Amendment, contains the entire agreement between the parties and neither may be altered, modified or amended unless executed by the parties with the same formalities, as this instrument is executed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

Signed, sealed, and delivered
in the presence of:

**MCG PARKING LLC, a Florida limited liability
company**

Witness

By: _____

Its: _____

Witness

Date: _____, 2017

**CITY OF GAINESVILLE, a Florida municipal
corporation**

Witness

By: Anthony Lyons, City Manager

Witness

Date: _____, 2017

DRAFT