

EXHIBIT "A"
SECOND AMENDMENT TO LICENSE AGREEMENT
FOR USE OF PARKING GARAGE

THIS SECOND AMENDMENT TO LICENSE AGREEMENT FOR USE OF PARKING GARAGE ("Amendment") is made this ___ day of _____, 2007 by and between KENNETH R. MCGURN and LINDA C. MCGURN collectively "McGurn" and the City of Gainesville "City".

WITNESSETH:

WHEREAS, McGurn and the City entered into that certain License Agreement For Use of Parking Garage dated December 1, 2003 and recorded in Official Records Book 2824, Page 843, of the Public Records of Alachua County, Florida (Parking Agreement); and

WHEREAS, McGurn and the City entered into a FIRST AMENDMENT TO LICENSE AGREEMENT FOR PARKING GARAGE dated April 13, 2004 in order to accommodate a request from Alachua County related to use of the Parking Garage by jurors (the "First Amendment"); and

WHEREAS, McGurn and the City desire to amend the terms of the Parking Agreement and First Amendment (hereinafter collectively the "Agreement") as hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The recitations set forth in the preamble of this Amendment are true and correct and incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Agreement except as otherwise specifically set forth herein.
3. In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control to the extent of any conflict or ambiguity.
4. McGurn and the City acknowledge that, in connection with the mixed-use project known as "Gainesville Greens" being developed on property commonly known as City Parking Lot #10, across SW 2d Street from the Garage, McGurn has agreed to assign to the Developer of such project ("Developer"), rights to the 225 Development Spaces contemplated in the Agreement with a certain reversionary right as provided in that certain license agreement between the City and the Developer dated _____, hereinafter "Gainesville Greens License Agreement". In this regard, Section 5, Section 7(b), and Section 18.b.2. of the Agreement are hereby deleted in their entirety. In addition, any other references to the term "Development Spaces" in the Agreement are hereby deleted.

5. The City acknowledges that, as part of the assignment of Development Spaces from McGurn to the Developer, Developer has agreed to pay to McGurn certain sums for the transfer of such Development Spaces. In addition, the City acknowledges that in connection with the Gainesville Greens License Agreement, certain mechanisms have been agreed upon whereby should Developer default in the payment of sums due to McGurn, the City shall execute documents effectuating a return of the Development Spaces to McGurn, all in accordance with the specific procedures and provisions of the Gainesville Greens License Agreement. In this regard, the City and McGurn agree that in the event that such return is effectuated in accordance with the terms of the Gainesville Greens License Agreement, then the City and McGurn agree to amend the Agreement at such time to restore McGurn's rights to the Development Spaces. However, qualified Development Projects, as that term is used in the Agreement, shall mean any projects containing a residential or commercial structure with a minimum building permit value of two million dollars built on property lying within 350 feet of any part of the Garage undertaken by any developer after the date of this Second Amendment. Further, if there is a qualified Development Project that has not been undertaken because of the need for parking, McGurn agrees to give such project priority to enter into an agreement with McGurn to use the Development Spaces if such agreement can be entered into within six months of the return of the spaces to McGurn.

Additionally, McGurn understands and agrees that in the event the Agreement, as amended, is terminated prior to its natural expiration for any reason, then the Gainesville Greens License Agreement shall remain in effect and the Developer shall continue to have the right to use the Development Spaces subject to the terms of the Gainesville Greens License Agreement, as long as the Gainesville Greens License Agreement is still in force and effect.

6. This Second Amendment shall not become effective until and unless the Gainesville Greens License Agreement becomes effective pursuant to Section 16 of said Gainesville Greens License Agreement. If Gainesville Greens is not constructed and completed, then the Gainesville Greens License Agreement shall be automatically terminated, and for purposes of the Development Spaces in the Garage, the Gainesville Greens License Agreement and this Second Amendment shall be treated as if they were never in effect.

7. Except as modified hereby, the terms and provisions of the Agreement remain in full force and effect, are ratified and confirmed and incorporated herein by this reference.

8. The City agrees that unless Section 12 of the Gainesville Greens License Agreement is no longer effective, the City shall not amend Section 12 of the Gainesville Greens License Agreement, as to any rights of McGurn, without the prior written approval of McGurn, which approval shall not be unreasonably delayed, conditioned, or withheld.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Witnesses:

MCGURN:

Print Name: _____

KENNETH R. MCGURN

Print Name: _____

LINDA C. MCGURN

Date: _____

CITY:

CITY OF GAINESVILLE

Witnesses:

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____