

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

THIS FIRST AMENDMENT ("First Amendment") is made **effective as of October 31, 2016** by and between **CITY OF GAINESVILLE, a Florida municipal corporation ("City")** and **MCG Parking, LLC, a Florida limited liability company ("MCG.")**

RECITALS

Whereas, the City and MCG are parties to a License Cancellation and Termination Agreement dated February 9, 2016 (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 amend the Termination Agreement as set forth in this First Amendment; and

Whereas, the capitalized terms used herein have the meanings assigned to them in the Termination Agreement and this First 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. Section 3 of the Termination Agreement titled "Payment" is deleted in its entirety and replaced with the following new Section 3:

3. Payment. City shall pay MCG an amount as calculated in accordance with Paragraph 18 of the License Agreement as of the actual date of Closing on the sale of Lot 10, as full and complete consideration for this cancellation and termination of the License Agreement. Payment shall be made upon Closing on the sale of Lot 10 to Horizon Hospitality Management, Inc.

B. 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 November 30, 2017, then the Termination Agreement, as amended by this First Amendment, shall expire, and the terms of the License Agreement shall remain in full force and effect.

C. Section 6 of the Termination Agreement titled "Recording" is deleted in its entirety and replaced with the following new Section 6:

6. Recording. Upon Closing on the sale of Lot 10, at the time the City makes payment to MCG pursuant to Section 3 above, the City and MCG shall execute, in recordable form, a Termination and Release of License Agreement. The City shall thereafter record the

Termination and Release in the Public Records of Alachua County, Florida.

D. The Termination Agreement remains in full force and effect, except as modified by this First Amendment.

E. This First 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.

F. The Termination Agreement, as amended by this First 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**

Kurtie F. Todd

Witness

Ken McGuen

By: KEN MCGUEN

Its: MANAGER

Mary Ann Kelly

Witness

Date: October 21, 2016

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

Witness

By: Anthony Lyons, City Manager

Witness

Date: _____, 2016