



## FIRST AMENDMENT TO PARKING SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PARKING SERVICES AGREEMENT (“First Amendment”) is made effective as of the 22nd day of May, 2015 (the “Effective Date”) by and between **PARKMOBILE, LLC (f/k/a Parkmobile USA, Inc.)**, a Delaware limited liability company (“Parkmobile”), and the **CITY OF AURORA (“Client”)**,

### WITNESSETH:

WHEREAS, the Company and Client entered into a Parking Services Agreement dated September 24, 2012; and

WHEREAS, the Company and Client desire to amend the Parking Services Agreement; and

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

1. The following paragraph shall be amended as follows::

“WHEREAS, with respect to the Route 59 Train Station Parking Facility (“Rte. 59 Lot”) and the Route 25 location (“Rte. 25”), Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to Client, upon the terms and subject to the conditions contained herein.

2. Entire Agreement. This First Amendment to Parking Services Agreement contains the entire agreement of the parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, changes, modification, extension, or discharge is sought. All other terms and provisions of the Parking Services Agreement remain in full force and affect.

**IN WITNESS WHEREOF**, this First Amendment to Parking Services Agreement has been executed as of the day and year first above written.

**“PARKMOBILE”**

**PARKMOBILE, LLC**

By: \_\_\_\_\_

Name: Cherie Fuzzell

Title: Chief Executive Officer

**“CLIENT”**

**CITY OF AURORA**

By: \_\_\_\_\_

Name:

Title: