

TERMINATION OF MEMORANDUM OF AGREEMENT

THIS TERMINATION OF MEMORANDUM OF AGREEMENT (this "Termination") is entered into as of _____, 2025, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter, "County"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 ("Authority").

WITNESSETH:

WHEREAS, the Parties are parties to a certain Memorandum of Agreement, dated March 26, 2024 (the "MOA"), relating to a potential urban circulator operating with the International Drive (I-Drive) District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive (the "Project");

WHEREAS, subsequent to entering into the MOA, the parties entered into a certain Interlocal Agreement For Transit Planning In Kind and Reimbursable Services on December 3, 2024 (as amended, the "Interlocal Agreement"), which addresses the subject matter of the MOA but more precisely defines the roles and responsibilities of the parties;

WHEREAS, the Interlocal Agreement has rendered the MOA superfluous and, as a consequence, the parties desire to terminate the MOA.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Termination of MOA. The MOA is hereby terminated effective immediately. The termination of the MOA will have no impact on the Interlocal Agreement.
3. Entire Agreement; Modification. This Termination supersedes all prior agreements between the parties with respect to the MOA and contains the entire agreement between the parties hereto regarding the matters covered in this Termination. No amendment to or modification of this Termination shall be binding unless the same is in writing and signed by the parties hereto.
4. Governing Law. This Termination shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Termination by facsimile (or other electronic means) shall be effective as delivery of a mutually executed counterpart to this Termination.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Termination effective as of the day and date first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

Attest: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Printed name: _____

IN WITNESS WHEREOF, the undersigned have executed this Termination effective as of the day and date first above written.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Name: Tiffany Homler Hawkins
Title: Chief Executive Officer

Reviewed as to Form:

This Agreement has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: 
Name: James F. Goldsmith
Title: Partner