

**AMENDMENT TO CONTRACT  
FOR PURCHASE AND SALE OF REAL PROPERTY**

**THIS AMENDMENT TO CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY** ("Amendment") is entered into between the City of Gainesville, a municipal corporation of the State of Florida (the "Seller"), and Florida Food Service, Inc., a Florida corporation (the "Purchaser" or "Buyer"), whose mailing address is P.O. Box 5247, Gainesville, Florida 32627-5247.

**WHEREAS**, Seller and Purchaser are parties to that certain OPTION CONTRACT FOR THE PURCHASE AND SALE OF LAND dated September 29, 2005 (the "Option") and that certain AMENDMENT TO OPTION CONTRACT FOR PURCHASE AND SALE OF LAND dated August 31, 2006 (the "Amendment to Option"). Upon the Purchaser exercising the option to purchase on September 29, 2006, the parties executed a CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY dated November 1, 2006, (the "Contract"); and

**WHEREAS**, Seller and Purchaser wish to amend the Contract;

**NOW, THEREFORE**, Seller and Purchaser agree as follows:

1. Section 7.B (5) of the Contract is amended to add a new subsection E.
  - E. For purposes of Section 7.B (5), Buyer includes:
    - (1) An institutional lender providing financing for the acquisition of the Property or the construction of improvements on this Property;
    - (2) Any third party taking title to the Property through foreclosure proceedings initiated by the institutional lender; or
    - (3) A bona fide purchaser of the Property taking title from Florida Food Service, Inc. provided that the indemnity to the bona fide purchaser shall expire twenty (20) years from the date of closing between the City and Florida Food Service, Inc; irrespective of the date of closing between Florida Food Service, Inc. and the bona fide purchaser.

2. Section 7.B.(5) of the Contract is amended to add a new subsection F.

F. The indemnity provided in Section 7.B.(5) is valid only as long as the Property is used as a paved lot for the off-street parking of motor vehicles and an access driveway, as accessory use to the warehouse expansion on Purchaser's adjacent property and for no other purpose or use. Any other use of the Property shall render the indemnity null and void.

- 3. Except as modified herein, all other terms and provisions of the Option, Amendment to Option and Contract remain in full force and effect.

**IN WITNESS WHEREOF**, the Seller and Purchaser have caused this Amendment to be duly executed by their authorized officers with their respective corporate seals affixed on the date first above written.

WITNESSES:

SELLER

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Russ Blackburn, City Manager

*APPROVED AS TO FORM AND LEGALITY.*

By: \_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Russ Blackburn, the City Manager of the City of Gainesville, a municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said corporation, he executed the foregoing instrument for the uses and purposes set forth and contained in said instrument.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires on: \_\_\_\_\_

CONCURRED BY:

\_\_\_\_\_  
Chair  
Gainesville-Alachua County Regional  
Airport Authority

\_\_\_\_\_  
Secretary/Treasurer

{Signatures continue on following page}

WITNESSES:

PURCHASER

Florida Food Service, Inc., a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Joel S. Islam  
Its: President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Joel S. Islam, as President of Florida Food Service, Inc., a Florida corporation, for and on behalf of the corporation, who is personally known to me and duly sworn, acknowledged that he executed the foregoing instrument for the uses and purposes set forth and contained in said instrument.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires on: \_\_\_\_\_