

AMENDMENT

THIS AMENDMENT dated this ____ day of July, 2014, is made to that certain Contract for Purchase and Sale of Real Estate and Addendum (the "Contract"), by and between EASTSIDE CHURCH OF CHRIST, INC., a Florida corporation not for profit ("Assignor"), and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("Buyer") dated May 13, 2014, for the purchase and sale of property in Sarasota County, Florida, as described therein (the "Property"), and is joined by FRUITVILLE CHURCH, INC., a Florida corporation not for profit ("Assignee").

1. DEFINITIONS. All capitalized terms used in this Amendment not otherwise defined herein shall have the meaning set forth in the Contract.

2. ASSIGNMENT OF CONTRACT. Assignor does hereby transfer and assign all right, title and interest in and to the Contract to Assignee and authorizes and directs Assignee to transfer title to the Property to Buyer at the closing of the Contract immediately subsequent to Assignor's transfer of title to the Property to Assignee. Assignee shall be entitled to all right, title and interest in and to said Contract. Assignee agrees to and does accept said assignment and hereby assumes and shall be bound by all of the terms and obligations of the Contract, and all references therein to the "Seller" shall be deemed to refer to Assignee.

3. DOCUMENTARY STAMP TAXES. As contemplated by the Contract, Buyer shall pay Florida documentary tax based on the purchase price set forth in the Contract in the amount of \$350,000. Assignee shall pay any additional Florida documentary tax that may become due as a result of, or in connection with, the transfer of title to the Property from Assignor to Assignee and this assignment of the Contract or any other agreements executed by Assignee or Assignor relating to the Contract ("Other Agreements"). Assignee and Assignor, jointly and severally, shall indemnify and hold Buyer harmless from and against the obligation for payment of any additional documentary taxes due to the State of Florida in connection with the deed conveying the Property from Assignor to Assignee, or this assignment, or any of the Other Agreements, together with applicable interest and penalties, and attorneys fees incurred by Seller related thereto, including those incurred in connection with any claim or proceedings by the Florida Department of Revenue, regardless of when, or the party against whom, the same may be assessed or imposed by the Florida Department of Revenue. Assignee and Assignor, jointly and severally, agree to provide to Buyer at closing documented proof that such additional documentary stamp taxes have been paid, or documented evidence as to why no additional documentary stamp taxes are due and payable.

4. LEASE-BACK AGREEMENT. As provided in the Contract, the Lease-Back Agreement will be executed at the time of the closing. Assignee will be the Tenant under the Lease-Back Agreement.

5. ATTORNEYS FEES. As provided in the Contract, Buyer will pay a portion of the attorneys' fees and costs of Seller in connection with the closing up to an amount equal to \$4,308.75. Buyer, Assignor, and Assignee agree that the attorneys' fees and costs that will be paid by Buyer at the time of the closing will be \$4,300.

6. FACSIMILES. The parties may evidence their acceptance of this Amendment by facsimile or electronic transmission of a copy of this Amendment bearing the respective party's signature, and such facsimile or electronic copy will be binding for all purposes as fully as a copy bearing the original signature of such party.

7. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Amendment. Signatures to this Amendment transmitted by facsimile or electronic mail shall be treated as originals in all respects for purposes of this Amendment.

8. Reaffirmation. Except as is herein modified, all the terms, covenants, and conditions of the Contract are hereby reaffirmed and ratified.

ASSIGNOR:

EASTSIDE CHURCH OF CHRIST, INC., a Florida corporation not for profit

By: _____
Terri Adams, its sole surviving Trustee

BUYER:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Scott Lempe, Authorized Agent

ASSIGNEE:

FRUITVILLE CHURCH, INC., a Florida corporation not for profit

By: _____
DALE WALKER, Vice president

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