

**AMENDMENT
TO
AGREEMENT FOR LEASE**

_____, 2014

This Amendment is executed to amend and revise a certain portion of that certain Agreement for Lease (the "Lease") dated on or about _____, 2014, by and between the City of Foley's Public Facilities Cooperative District ("Landlord") and Gulf Coast Produce of Alabama LLC ("Tenant").

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 33.0 of the Lease is hereby deleted in its entirety and replaced with the following:

33.0 TENANT ALLOWANCE

Landlord to provide up to **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000.00) in total value for Tenant improvements and equipment that will be necessary to run a 1st class Wholesale Distribution Center that will complement the wholesale/distribution of products from the Coastal Alabama Farmers and Fishermen's Market, Inc. to regional restaurants, schools, hospitals and other entities that would utilize this service. See Exhibit "B" for details and payment procedures.

2. The first sentence of the first paragraph of Section B of Exhibit B of the Lease is hereby deleted in its entirety and replaced with the following:

Landlord and Tenant hereby agree that Landlord will provide up to **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000.00) (\$25.00 per square foot of the Premises) in the form of (i) immediately available funds, or (ii) building materials, construction materials and supplies, or other tangible personal property to be permanently affixed to and incorporated into the Premises, as a Tenant Allowance (the "Tenant Allowance") in Landlord's sole discretion to be used exclusively for the purposes of Tenant improvements to the Premises during the Lease Term.

3. The first sentence of the first paragraph of Section C of Exhibit B of the Lease is hereby deleted in its entirety and replaced with the following:

All work and/or modifications in excess of the Tenant Allowance agreed to by Landlord and Tenant as part of Tenant's Plans shall be paid by Tenant, at its sole cost and expense.

4. Except as specifically amended herein, all terms and provisions of the Lease shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Amendment as of the day and year first above written.

LANDLORD

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

TENANT

By: _____

Name: _____

Its: _____

ATTEST:

By: _____