

**SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT
FOR DONATION OF LAND**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DONATION OF LAND (“**Agreement**”) is made this 20th day of June, 2012 the “**Effective Date**”), between **WILLIAMS ACQUISITION HOLDING COMPANY, INC.**, a New Jersey corporation authorized to do business in the State of Florida (“**Williams**”), and the **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida, or its permitted assigns (“**USF**”).

BACKGROUND

Williams and USF entered into an Amended and Restated Agreement for Donation of Land on March 1, 2007, as amended by a First Amendment to Amended and Restated Agreement for Donation of Land dated May 23, 2008 (collectively referred to herein as the “**Donation Agreement**”).

The Donation Agreement provided for the donation of land and improvements by Williams for the construction, development, and operation of a state university campus by USF to be known as the University of South Florida Polytechnic (“**USF Polytechnic**”).

The Donation Agreement restricted USF's rights to transfer or assign its rights and obligations under the Donation Agreement without the prior written consent of Williams.

Chapter 2012-129, Laws of Florida, terminated the existence of USF Polytechnic, effective April 20, 2012, and created **Florida Polytechnic University** as a new State of Florida public university (“**Florida Polytechnic**”) to be developed and operated on the campus of the former USF Polytechnic. Chapter 2012-129 calls for the transfer of substantially all real and personal property and other rights and obligations relating to the USF Polytechnic campus to Florida Polytechnic as determined by the Board of Trustees of USF and Florida Polytechnic.

Accordingly, USF has requested that Williams consent to USF's assignment of the Donation Agreement and all of its rights and obligations thereunder to Florida Polytechnic.

In consideration of the foregoing and the mutual covenants contained herein, Williams and USF agree as follows:


1. **CONSENT TO ASSIGNMENT OF DONATION AGREEMENT;
DECLARATION; ACKNOWLEDGMENT.** Williams agrees to consent to the


assignment by USF of all its rights, duties, and responsibilities for permitting, developing, and constructing a campus for a public postsecondary educational facility with related facilities and uses to Florida Polytechnic. The Donation Agreement is hereby amended to reflect that the Intended Use of the Property shall be for the construction of a public postsecondary university with related facilities and uses, which includes the right to partner with another Florida public postsecondary institution for purposes of offering postsecondary instruction on the campus. As a condition precedent to such consent, Williams requires that Florida Polytechnic agree to assume and perform the then pending obligations of USF under the Donation Agreement. Williams' consent to the assignment from USF to Florida Polytechnic, the amendment of the Donation Agreement, and Florida Polytechnic's assumption of the assignment of rights and obligations under the Donation Agreement shall be in the form of the Assignment and Declaration attached hereto **Exhibit "1,"** and shall be recorded at USF's expense in the public records of Polk County, Florida. USF acknowledges and agrees that Williams has completed the work called for under Exhibit "B" of the Donation Agreement and has no further unfulfilled obligations related to Exhibit "B."

2. **EFFECT OF AGREEMENT.** The provisions of this Agreement shall control over any contrary or inconsistent provisions of the Donation Agreement. Except as expressly set forth in this Agreement, the terms and conditions of the Donation Agreement are hereby ratified and confirmed by Williams and USF. In interpreting this Agreement, the terms, phrases, and definitions utilized in the Donation Agreement are hereby declared to be applicable to this Agreement.


IN WITNESS WHEREOF, Williams and USF have executed this Second Amendment as of the Effective Date.

Signed, sealed and delivered
before these witnesses:

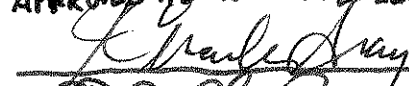

Print Name: Estela Greene


Print Name: JACQUE HILL

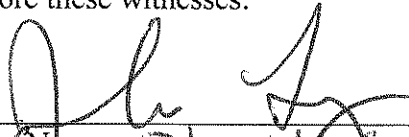
WILLIAMS ACQUISITION HOLDING
COMPANY, INC., a New Jersey
corporation

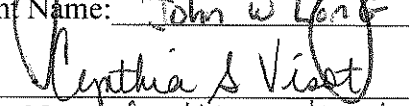
By: 
Name: George S. Shihab
Title: Chief Executive Officer

[Signature Page for Williams Acquisition Holding Company, Inc.]

APPROVED AS TO FORM & LEGALITY

Charles J. Gray
June 19, 2012

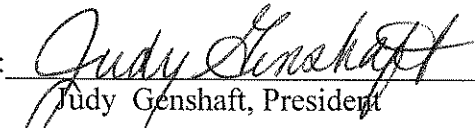
Signed, sealed and delivered
before these witnesses:



Print Name: John W. Leno


Print Name: Cynthia S. Visot

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, a public body
corporate of the State of Florida

By: 

Judy Genshaft, President

[Signature Page for University of South Florida Board of Trustees]

EXHIBIT "1"

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Thomas A. Cloud, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

Property Appraisers Parcel ID Numbers:
072725-000000-014010, 072725-000000-023010,
132724-000000-010000; 182725-000000-011010

ASSIGNMENT AND DECLARATION

THIS ASSIGNMENT AND DECLARATION is made and executed this _____ day of _____, 2012, by **WILLIAMS ACQUISITION HOLDING COMPANY, INC., a New Jersey corporation**, whose address is One Williams Center, Tulsa, Oklahoma 74172 (hereinafter called "Williams"), **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida, whose address is 4202 East Fowler Avenue, CGS401, Tampa, Florida 33620-6150 (hereinafter called "USF"), and **FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES**, a public body corporate of the State of Florida, whose address is _____ (hereinafter called "Florida Polytechnic"):

[Whenever used herein the terms "Williams," "USF" and "Florida Polytechnic" include all the parties to this instrument and their successors and assigns.]

BACKGROUND

Williams and USF entered into an Amended and Restated Agreement for Donation of Land on March 1, 2007, as amended by a First Amendment to Amended and Restated Agreement for Donation of Land dated May 23, 2008 and a Second Amendment to Amended and Restated Agreement for Donation of Land dated JUNE 20, 2012 (collectively referred to herein as the "Donation Agreement.")

The Donation Agreement provided for the donation of land and improvements by Williams for the construction, development, and operation of a state university campus by USF to be known as the University of South Florida Polytechnic ("USF Polytechnic").

The Donation Agreement restricted USF's rights to transfer or assign its rights and obligations under the Donation Agreement without the prior written consent of Williams.

Chapter 2012-129, Laws of Florida, terminated the existence of USF Polytechnic, effective April 20, 2012, and created **Florida Polytechnic University** as a new State of Florida public university ("**Florida Polytechnic**") to be developed and operated on the

campus of the former USF Polytechnic. Chapter 2012-129 calls for the transfer of all real and personal property and other rights and obligations relating to the USF Polytechnic campus to Florida Polytechnic.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Assignment. USF hereby assigns unto Florida Polytechnic, all of the right, title and interest of USF in and to the Donation Agreement; TO HAVE AND TO HOLD the same unto Florida Polytechnic, its successors and assigns from and after the date hereof.

Section 2. Assumption of Assignment. Florida Polytechnic hereby accepts the assignment of the Donation Agreement and agrees to assume and perform all of the obligations of USF under the Donation Agreement.

Section 3. Indemnities. To the extent provided by applicable law, Florida Polytechnic agrees to indemnify, protect, defend and hold USF harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses including, without limitation, reasonable attorneys' fees and costs (collectively, "**Claims**") arising out of or resulting from any breach or default by Florida Polytechnic in its obligations under the terms of the Donation Agreement.

Section 4. Consent to Assignment. Williams hereby consents to the assignment of all rights, duties, and obligations contained in the Donation Agreement from USF to Florida Polytechnic. This consent to assignment is premised and conditioned upon the acceptance and assumption of all said rights, duties, and obligations under the Donation Agreement by Florida Polytechnic.

Section 5. Intended Use. The lands described in the attached Exhibit A (the "Subject Property") have been previously donated by Williams to USF for the construction of a new USF Lakeland Campus and for absolutely no other purposes either public or private. The Donation Agreement is hereby amended to reflect that the Intended Use of the Subject Property shall be for the construction of a public postsecondary university with related facilities and uses, which includes the right to partner with another Florida public postsecondary institution for purposes of offering postsecondary instruction on the campus.

Section 6. Counterparts. This Assignment and Declaration may be executed in separate counterparts, which, together, shall constitute one and the same fully executed agreement.

Section 7. Governing Law; Venue. This Assignment and Declaration shall be interpreted and enforced under the laws of the State of Florida without application of Florida conflict of laws principles. The parties hereto mutually agree that venue for any disputes that arise from this Assignment and Declaration shall properly lie in Polk County, Florida. The parties hereto further agree that any and all such litigation shall be heard and ruled upon by the Circuit Court in and for Polk County, Florida and consent to the jurisdiction of said court.

IN WITNESS WHEREOF, Williams, USF and Florida Polytechnic have executed this Assignment and Declaration as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered
in the presence of:

Estela Greene
Print Name: Estela Greene

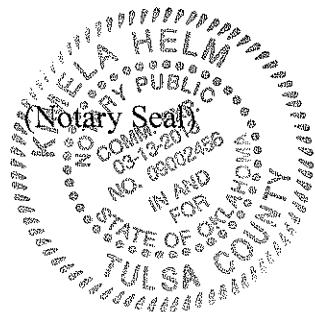
Jacque Hill
Print Name: JACQUE HILL

WILLIAMS ACQUISITION HOLDING
COMPANY, INC., a New Jersey
corporation

By: George D. Shahadi
Print Name: George D. Shahadi
Title: Vice President

STATE OF Oklahoma
COUNTY OF Tulsa

The foregoing instrument was acknowledged before me this 20 day of June,
2012, by George D. Shahadi, as the Vice President on behalf of
WILLIAMS ACQUISITION HOLDING COMPANY, INC., a New Jersey corporation.
He is personally known to me and did (not) take an oath.



Kimela Helm
Signature of Notary Public

Typed or Printed Name of Notary Kimela Helm
Commission No.: 09002456
My Commission Expires: March 13, 2013

[Signature Page to Assignment and Declaration for Williams Acquisition Holding
Company, Inc.]

APPROVED AS TO FORM & LEGALITY

[Signature]
[Signature]

Signed, sealed and delivered
in the presence of:

Cynthia S. Visot
Print Name: Cynthia S. Visot
[Signature]
Print Name: John W. Long

**UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, a public body
corporate, on behalf of the University of
South Florida**

By: [Signature]
Judy Genshaft, President
Date: _____

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10 day of
June, 2012, by Judy Genshaft, as President of the UNIVERSITY OF
SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of
Florida. He is [] personally known to me or [] has produced
_____ as identification and [] (did)/ [] (did not) take an oath.

[Signature]
Signature of Notary Public



Typed or Printed Name of Notary
Commission No.: DD 843764
My Commission Expires: 1-17-2013

[Signature Page to Assignment and Declaration for University of South Florida Board of
Trustees]

Signed, sealed and delivered
in the presence of:

**FLORIDA POLYTECHNIC
UNIVERSITY BOARD OF TRUSTEES,
a public body corporate, on behalf of the
Florida Polytechnic**

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ of FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida. He is [] personally known to me or [] has produced _____ as identification and [] (did)/ [] (did not) take an oath.

(Notary Seal)

Signature of Notary Public
Typed or Printed Name of Notary
Commission No.: _____
My Commission Expires: _____

[Signature Page to Assignment and Declaration for Florida Polytechnic University Board of Trustees]

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1A

That part of Sections 7 and 18, Township 27 South, Range 25 East, Polk County, Florida, lying West of the Polk County Parkway (S.R. 570) and being described as follows:

Begin at the intersection of the South line of said Section 7 and the Westerly right of way line of Polk Parkway Limited Access Right of Way; thence North $89^{\circ} 02'27''$ West along said Westerly right of way line, a distance of 10.52 feet; thence South $50^{\circ} 16'35''$ West, a distance of 263.36 feet to an intersection with a non-tangent curve concaved to the Southwest and having a radius of 1800.00 feet; thence Northwesterly along said curve to the left through a central angle of $37^{\circ} 33'39''$, an arc distance of 1180.00 feet, (chord equals 1158.99 feet bearing equals North $56^{\circ} 33'07''$ West) to the beginning of a compound curve concave to the Southwest and having a radius of 12912.16 feet; thence Northwesterly along said curve to the left through a central angle of $08^{\circ} 23'12''$, an arc distance of 1890.00 feet, (chord equals 1888.31 feet bearing equals North $79^{\circ} 31'32''$ West); thence North $06^{\circ} 16'52''$ East, a distance of 259.17 feet to the beginning of a curve concave to the West and having a radius of 2000.00 feet; thence Northerly along said curve to the left through a central angle of $23^{\circ} 28'50''$, an arc distance of 819.63 feet, (chord equals 813.90 feet bearing equals North $05^{\circ} 27'33''$ West); thence North $17^{\circ} 11'58''$ West, a distance of 1326.60 feet to the Southerly line of lands lying conveyed to the City of Orlando and Orlando Utilities Commission in Official Records Book 2057, Page 646; thence North $72^{\circ} 48'11''$ East along said Southerly line, a distance of 1847.00 feet to the Westerly right of way line of the aforesaid Polk Parkway Limited Access Right of Way; thence along said Limited Access Right of Way lines the following twelve (12) courses: (1) thence South $87^{\circ} 42'34''$ East, a distance of 38.47 feet to the beginning of a curve concave to the South and having a radius of 812.23 feet; (2) thence Southeasterly along said curve to the right through a central angle of $45^{\circ} 20'58''$, an arc distance of 642.88 feet, (chord equals 626.23 feet bearing equals South $62^{\circ} 47'29''$ East); (3) thence South $17^{\circ} 12'54''$ East, a distance of 1795.36 feet; (4) thence North $72^{\circ} 47'32''$ East, a distance of 50.00 feet; (5) thence South $17^{\circ} 12'54''$ East, a distance of 1000.00 feet; (6) thence North $72^{\circ} 47'06''$ East, a distance of 10.00 feet; (7) thence South $17^{\circ} 12'54''$ East, a distance of 213.00 feet; (8) thence South $72^{\circ} 47'06''$ West, a distance of 248.00 feet; (9) thence South $17^{\circ} 12'54''$ East, a distance of 381.30 feet; (10) thence South $74^{\circ} 29'53''$ East, a distance of 227.01 feet; (11) thence North $72^{\circ} 47'32''$ East, a distance of 57.01 feet; (12) thence South $17^{\circ} 12'54''$ East, a distance of 73.30 feet to the Point of Beginning.

Parcel 2

A portion of Section 13, Township 27 South, Range 24 East, Polk County, Florida, described as follows:

Commence at the Southwest corner of said Section 13; thence North 00° 22'20" West along the West line of said Section 13, a distance of 250.00 feet to the Point of Beginning; thence continue North 00° 22'20" West, along said West line, a distance of 3427.00 feet; thence North 89° 37'40" East, a distance of 2242.00 feet; thence South 00° 22'20" East, a distance of 3427.00 feet; thence South 89° 37'40" West, a distance of 2242.00 feet to the Point of Beginning.

Parcel 3

A portion of Section 13, Township 27 South, Range 24 East, Polk County, Florida, described as follows:

Commence at the Southwest corner of said Section 13; thence North 00° 22'20" West along the West line of said Section 13, a distance of 250.00 feet; thence North 89° 37'40" East, a distance of 2242.00 feet to the Point of Beginning; thence North 00° 22'20" West, a distance of 3427.00 feet; thence North 89° 37'40" East, a distance of 2338.00 feet; thence South 00° 22'20" East, a distance of 3427.00 feet; thence South 89° 37'40" West, a distance of 2338.00 feet to the Point of Beginning.

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