

Prepared by and to be returned to:
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Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

**FIRST AMENDMENT TO AGREEMENT
FOR CONTRIBUTION OF SCHOOL SITE**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRIBUTION OF SCHOOL SITE ("Agreement") is made and entered into this 17th day of November, 2009, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY ("School Board") and MIDWAY DEVELOPMENT EAST, INC., a Florida corporation ("MDE").

WITNESSETH

WHEREAS, pursuant to the Agreement for Contribution of School Site dated May 26, 2009, and recorded in Official Records Book 3096, Page 535, of the Public Records of St. Lucie County, Florida ("Contribution Agreement"), MDE has agreed to donate and convey to the School Board certain real property defined therein as the School Parcel, and a related easement defined therein as the Road Easement; and

WHEREAS, MDE and the City have agreed that it is in the best interests of the parties hereto to amend the terms and conditions of the Contribution Agreement to delay the conveyance of the School Parcel and the Road Easement, as more specifically set forth herein below; and

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, the parties agree as follows:

1. **Accuracy of Recitals.** The above recitals are true and correct and incorporated herein.

2. **Condition Precedent.** Paragraphs 6(b) and (c) of the Contribution Agreement are hereby deleted. MDE and the School Board hereby acknowledge that the Condition Precedent identified in Paragraph 6 of the Contribution Agreement has occurred.

3. **Impact Fee Credit Waiver.** The last sentence of paragraph 8(a) of the Contribution Agreement is hereby deleted and the following is substituted in lieu thereof:

Upon the conveyance of the School Parcel to the School Board, MDE shall execute the Educational Facilities Impact Fees Credit Waiver attached hereto and made a part hereof as **Exhibit "C"**, and record it in the public records of St. Lucie County.

4. **Conveyance.** The following paragraph 12 is hereby added to the end of the Contribution Agreement:

12. **Conveyance.** MDE shall convey the School Parcel and the Road Easement to the School Board upon the earlier to occur of either, (a) the platting of the School Parcel and of Newell Road adjacent to the School Parcel, or (b) December 31, 2017, provided, however, that MDE and the School Board may elect to extend the foregoing deadline by mutual written agreement.

5. **Full Force & Effect.** Except as otherwise expressly set forth herein, all provisions of the Contribution Agreement shall remain in full force and effect as amended hereby.

6. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

COPY

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

MIDWAY DEVELOPMENT EAST, INC., a Florida corporation

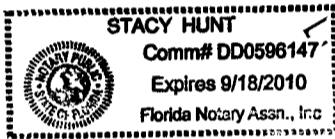
By: [Signature]
Dean J. Borg, Authorized Representative

Date: 10/19/09

[Corporate Seal]
[Signature]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of October, 2009, by Dean J. Borg, as authorized representative of MIDWAY DEVELOPMENT EAST, INC., a Florida corporation, who is personally known to me or has produced N/A as identification.



[Signature]
Notary Public, State of Florida
Print Name: STACY HUNT
My Commission Expires: 9/18/2009

ATTEST:

[Signature]
Michael J. Lammon,
Superintendent and Ex-Officio
Secretary

SCHOOL BOARD OF ST. LUCIE COUNTY

By: [Signature]
Chairman Troy Ingersoll