

OAS1

The Florida State University Board of
Trustees for and on behalf of The
Florida State University

SUBLEASE AGREEMENT

Sublease Number _____

THIS SUBLEASE AGREEMENT ("sublease") is entered into this
_____ day of September 2011, by and between The Florida State
University—Board of Trustees for and on behalf of The Florida
State University (hereinafter referred to as "SUBLESSOR" or the
"University"), and Seminole Boosters, Inc., a Florida not for
profit corporation and a direct support organization of The
Florida State University (hereinafter referred to as
"SUBLESSEE").

WITNESSETH

In consideration the covenants and conditions set forth
herein and pursuant to Section 1004.28(2)(a), Florida Statutes,
SUBLESSOR subleases the below described premises to SUBLESSEE on
the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the
subleased premises is held by the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida
("TRUSTEES") and is currently managed by SUBLESSOR (as successor

to the Florida Board of Regents) as the Lessee under TRUSTEES' Lease No. 2736.

2. DESCRIPTION OF PREMISES: The property subject to this sublease, is located at 619 S. Woodward Avenue, City of Tallahassee, County of Leon, State of Florida, and is more particularly described in Exhibit "A" attached hereto, and is hereinafter referred to as the "subleased premises."

3. SUBLEASE TERM: The term of this sublease shall be for a period of twenty (20) years commencing on the date on which both SUBLESSOR and SUBLESSEE have signed this sublease (hereinafter referred to as the "Commencement Date") and ending twenty (20) years thereafter, unless sooner terminated pursuant to the provisions of this sublease, and subject to renewal thereafter by mutual agreement as long as any renewal term does not extend beyond February 17, 2073, the current expiration date of TRUSTEES' Lease No. 2736.

4. PURPOSE:

(a) SUBLESSEE shall use the subleased premises in a manner that promotes the revitalization of the Woodward Avenue and Madison Street vicinity and the development of the College Town project near the Florida State University campus, as a means of supporting the University's mission and goals by enhancing the

overall educational environment of the University, financial security, and long-term success of the University's athletic program (the "Permitted Use").

(b) Specifically, SUBLESSEE shall use the subleased premises for the establishment and operation of an entertainment venue, along with other related uses necessary for the accomplishment of this purpose, in accordance with the Permitted Use and any modified or additional Land Use Plan required by paragraph 7 of this sublease.

5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' Lease No. 2736 between the TRUSTEES and SUBLESSOR dated February 18, 1974, which is incorporated into this sublease by this reference, and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. LAND USE PLAN: At all times during the term of this sublease, SUBLESSEE shall use the subleased premises in a manner that is consistent with the applicable land use plan ("Land Use Plan") prepared and submitted by SUBLESSOR pursuant to Section 253.034, Florida Statutes. To the extent and at the times required by Section 253.034, Florida Statutes, and requested by SUBLESSOR, SUBLESSEE shall prepare and submit additional or updated Land Use Plans relating to the subleased premises that are consistent with the Permitted Use and Section 253.034, Florida Statutes (hereinafter referred to as an "Additional Land Use Plan"). Any Additional Land Use Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection ("DEP"), Division of State Lands. The subleased premises shall be physically altered only in a manner that is consistent with the Permitted Use and any such Additional Land Use Plan. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing any Additional Land Use Plan for the subleased premises. Any such Additional Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments prior to submission of the Additional Land Use Plan to the Division of State Lands. SUBLESSEE shall give SUBLESSOR

reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until any Additional Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE's own risk. Any Additional Land Use Plan shall emphasize the use of the subleased premises in a manner that is consistent with the Permitted Use. The Permitted Use, as it may be modified by any approved Additional Land Use Plan, shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except in a manner that is consistent with the Permitted Use and any approved Additional Land Use Plan without the advance written approval of the TRUSTEES and SUBLESSOR. Any Additional Land Use Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs on the subleased premises shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall be consistent with the Permitted Use. No exterior signage shall be erected on or attached to the subleased premises unless and until the plans and specifications for such signage have been approved by SUBLESSOR or its designee, which approval shall not be unreasonably withheld or delayed.

Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the

subleased premises by SUBLESSEE which does not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. SUBLESSEE'S OBLIGATION TO INDEMNIFY. SUBLESSEE shall indemnify, defend, and exonerate SUBLESSOR, the TRUSTEES and DEP from, and hold SUBLESSOR, the TRUSTEES and DEP harmless against, any and all actions, suits, proceedings, charges, complaints, claims, demands, judgments, damages (including punitive damages), penalties, fines, costs, amounts paid in settlement, liabilities, losses, expenses, and fees, including, but not limited to, court costs and reasonable attorneys' fees and expenses at both trial and appellate levels (hereinafter referred to as "Liabilities") based on, arising out of, or resulting from the lease, possession, occupancy, use, or operation of the subleased premises from and after the Commencement Date and through the end of the term of this sublease, including (without limitation) Liabilities based on, arising out of, or resulting from any of the following:

(a) any actual or alleged negligence, tort, misconduct, or violation of law occurring on the subleased premises or arising

from or related to the operation of the subleased premises during the term of this sublease;

(b) SUBLESSEE's breach of any of its covenants under this sublease; and

(c) all suits, actions, claims, judgments, and awards arising out of or related to any of the foregoing.

Within twenty days after receipt by SUBLESSOR of written notice of the commencement of any action or the assertion of any claim against which SUBLESSEE is or may be required under this sublease to indemnify SUBLESSOR, the TRUSTEES and DEP, SUBLESSOR will, if a claim thereon is to be made against SUBLESSEE, notify SUBLESSEE in writing of the commencement of the action or assertion of the claim and give SUBLESSEE a copy of the claim, process, and all relevant legal pleadings. SUBLESSEE shall have the right, at its expense, to participate in and assume the defense of the action or claim with counsel of reputable standing reasonably acceptable to SUBLESSOR. SUBLESSOR does not waive any sovereign immunity to which SUBLESSOR may be entitled under applicable law.

12. INSURANCE REQUIREMENTS: During the term of this sublease, SUBLESSEE shall obtain, pay for, and maintain the following minimum insurance coverage:

(a) Commercial Liability Insurance. SUBLESSEE shall maintain commercial general liability and property damage insurance covering claims for bodily and personal injury, death, and property damage occurring on, in, or around the subleased premises, with minimum coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, combined single limit, together with a contractual liability endorsement insuring SUBLESSEE's indemnity obligations under this sublease to the extent available. The policy also must contain coverage that will extend to musical concerts, as well as endorsements providing liquor liability coverage and assault and battery coverage; provided that SUBLESSEE may maintain separate policies to satisfy these coverage requirements if necessary. For all events outside normal day to day entertainment and activities, separate special event coverage will be obtained.

(b) Employer's Practices Liability Insurance. SUBLESSEE shall maintain employer's practices liability insurance covering

SUBLESSEE's employees, with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(c) Automobile Liability Insurance. SUBLESSEE shall maintain commercial automobile liability insurance endorsed for any automobile with limits of one million dollars (\$1,000,000.00) combined single limit.

(d) Excess Liability Insurance. SUBLESSEE shall maintain excess liability insurance above the required comprehensive general, employer's practices, and automobile liability insurance in the amount of ten million dollars (\$10,000,000.00).

(e) Workers' Compensation. SUBLESSEE shall maintain workers' compensation insurance and disability benefits liability insurance required by Florida law covering SUBLESSEE's employees.

(f) Fire and Extended Coverage. SUBLESSEE shall keep the subleased premises insured against loss or damage from all causes under standard "all risk" property damage insurance coverage, without exclusion for fire, lightning, windstorm, hail storm, aircraft, explosion, smoke damage, vehicle damage, sprinkler leakage, flood, vandalism, earthquake, malicious mischief, riot, civil commotion, or any other risks that are normally covered under an extended coverage endorsement.

SUBLESSEE shall maintain such insurance in amounts that are not less than the full insurable replacement value of the applicable property (including all improvements and fixtures on the subleased premises, but excluding land) and every portion thereof, with coverage adjusted each year to reflect the then-current replacement value, including the cost of compliance with changes in zoning and building codes and other laws and regulations, demolition and debris removal, and increased cost of construction.

(g) Flood Insurance. If the subleased premises are located in an area identified by the Federal Emergency Management Agency as having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any successor statute), SUBLESSEE shall keep the subleased premises insured against loss by flood, in an amount equal to at least the lesser of (i) the full insurable replacement value of the applicable property (as described above), or (ii) the maximum limit of coverage available.

(h) During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is amended to require liability insurance coverage in amounts greater than those

specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts.

Such policies of insurance (except workers' compensation and employer's practices liability) shall name SUBLESSOR, the TRUSTEES, DEP and the State of Florida as additional insureds as their interests appear and waive rights of subrogation against SUBLESSOR, the TRUSTEES and DEP. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. SUBLESSEE shall immediately notify SUBLESSOR, the TRUSTEES, DEP and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to

reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

13. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

14. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

15. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease

shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

16. TIME: Time is expressly declared to be of the essence of this sublease.

17. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

18. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

19. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

20. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

21. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding,

contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

22. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: The Florida State University Board of Trustees

SUBLESSEE: Seminole Boosters, Inc.
University Center C 5100
Tallahassee, FL 32306
Attention: President

Mandatory
copy to:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
BUREAU OF PUBLIC LAND ADMINISTRATION, MS130
3800 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of

this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR shall be entitled to recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach. SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

24. DAMAGE TO THE SUBLEASED PREMISES:

(a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof.

(b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the

subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE's failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE's such failure to comply, as may be necessary to bring the

subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

25. ENVIRONMENTAL AUDIT: At SUBLESSOR's discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

26. SURRENDER OF THE SUBLEASED PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all

improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 24 and 35 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

27. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

28. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of lands located waterward of the mean or

ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

29. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the fee title to the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the fee title or against any interest of the TRUSTEES and SUBLESSOR therein.

30. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

33. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

34. SUBSUBLEASES: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

35. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements in accordance with the Permitted Use and any approved Additional Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals,

ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

36. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

37. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

38. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

40. RENT. SUBLESSEE shall pay rent to SUBLESSOR in the amount of Eight Hundred Thousand Dollars (\$800,000) to be paid on July 1, 2012, provided that this sublease remains in full force and effect as of that date. If SUBLESSOR is unable to reach an agreement with the Leon County School District to permit the relocation of the current occupants of the subleased premises to the former location of the Bellevue Elementary School, SUBLESSEE agrees to work diligently with SUBLESSOR to arrange an alternative location within Leon County, and, in addition to payment of the aforesaid rent, to negotiate in good faith an agreement to reimburse SUBLESSOR for the additional actual costs required to relocate the current occupants to the alternative location. SUBLESSEE will pay the agreed-upon additional reimbursement within sixty (60) days after presentment of such

documented costs by SUBLESSOR. SUBLESSOR agrees to vacate the subleased premises no later than July 1, 2012.

41. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

42. RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

43. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease:

A. The subleased premises shall be used only for purposes which are consistent with and appropriate to the design of the improvements in which any particular use is located and for which adequate access, ventilation, electrical, plumbing, parking and similar and related facilities exist. The subleased premises shall be used for business or professional uses or such other use as is permitted by the terms of this sublease. SUBLESSEE does not have the right to license or allow any other person or entity to use or occupy any of the subleased premises without the prior written consent of the President of The Florida State University or his designee, which consent may be granted or withheld in the President or his designee's sole discretion. Such permitted use specifically includes ordinary operation of an Entertainment Venue and any related ancillary uses, except as provided below.

B. Notwithstanding the foregoing, the subleased premises may not be used for any purpose which adversely impacts the operation or mission of the University or diminishes the reputation or image of the University and may not engage in any of the following uses ("Prohibited Uses"):

- Veterinary or animal hospital or clinic.
- Junk yard or stockyard facility.
- "Flea market" facility.
- Used furniture and/or clothing facility.
- Rental merchandise facility.
- Facility where medical procedures are performed.
- Tattoo parlor.
- Pawn broker or pawn shop.
- Thrift shop.
- Soup kitchen.
- Homeless shelter or other similar facility.
- Mental health facility.
- Substance abuse facility or rehabilitation center;
- Auction facility.
- Off-track betting, gambling or bingo facility.
- Funeral home or mortuary.
- Adult entertainment establishment, including, without limitation, an adult bookstore, adult theater, exotic dancing establishment, escort service, adult movie theater, establishment whose primary business is selling or dispensing pornographic materials or media.
- Massage parlor or similar establishment.
- Plasma center.
- Social service agency.
- Laundromat or dry cleaner with on-site dry cleaning or laundry operations, provided, however, that a dry cleaner providing drop-off and pick-up only with all dry cleaning and laundry operations conducted off-site will not be a violation of this prohibition.
- Telemarketing facility.
- Customer service call center.
- Labor union.
- A so called "head shop."
- Factory or manufacturing operation.
- Any business which creates strong, unusual, or offensive odors, fumes, dust, or vapors or which is a public or private nuisance or which emits noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness or loudness, or which creates a hazardous condition or creates unusual fire, explosive, or other hazards; provided, however, any and all activities that are in any way related to the ordinary operation of an

Entertainment Venue and any related ancillary uses will not be a violation of this prohibition.

- Automotive repair shop (mechanical or otherwise).
 - Bowling alley, billiard parlor or pool hall.
 - Sales office or showroom for automobiles or other vehicles.
 - Karate center.
 - Gymnasium, health spa, or similar type of business.
 - Skating rink.
 - Place of worship.
 - Day care center.
 - Hotel/motel.
- Training or educational facility, including, without limitation, a classroom, reading room, or any other place of instruction or operation catering primarily to students.

The parties agree that should SUBLESSEE desire to engage in any of the above Prohibited Uses, SUBLESSEE may submit a written request to SUBLESSOR for authorization to engage in the use. SUBLESSOR and SUBLESSEE may mutually agree by amendment of this sublease to permit SUBLESSEE to engage in the use subject to such terms and conditions as may be required by law, including obtaining approval from the TRUSTEES, as required.

C. In the event SUBLESSEE or its subcontractor, College Town LLC, is unable to obtain America's Backyard as its Operations Contractor under its Venue Development Agreement before July 1, 2012, or in the event at any time during the term of this SUBLEASE the subcontractor or America's Backyard should terminate the Venue Development Agreement or Operations

Contractor Agreement, respectively, then SUBLESSEE and SUBLESSOR shall negotiate, promptly, diligently, and in good faith, to agree upon an alternative use of the subleased premises that is not a Prohibited Use. SUBLESSEE and SUBLESSOR also agree to cooperate in good faith to arrange a property exchange so that SUBLESSEE would obtain title to the subleased premises and TIITF would receive, in exchange, title to other property that would be leased to SUBLESSOR pursuant to the Primary Lease.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, for and on behalf of The Florida State University

By: _____ (SEAL)
Name: _____
Title: _____

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

SEMINOLE BOOSTERS, INC., a Florida not for profit corporation and a direct support organization of The Florida State University

By: _____ (SEAL)
Name: _____
Title: _____

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
_____ day of _____ 2011, by _____,
_____, as Chairman of
The Florida State University Board of Trustees, who is
personally known to me or who produced
_____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
_____ day of _____ 2011, by _____, as
_____ of Seminole Boosters, Inc., a Florida not for
profit corporation and a direct support organization of The
Florida State University, on behalf of the corporation, who is
personally known to me or produced _____ as
identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by the TRUSTEES on _____ day of _____, 2011.

By: _____
Gloria C. Barber, Operations and
Management Consultant Manager,
Bureau of Public Land Administration,
Division of State Lands, State of
Florida Department of Environmental
Protection, as agent for and on
behalf of the Board of Trustees of
the Internal Improvement Trust Fund
of the State of Florida

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A"

Property Description