

LEASE AGREEMENT

BETWEEN

**FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
("FSU" or "LANDLORD")**

AND

**TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY
("TLCCCA" or "TENANT")**

**REGARDING THE DONALD L. TUCKER CENTER
("CENTER")**

THE CENTER LEASE AGREEMENT

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EXHIBITS

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THE CENTER LEASE AGREEMENT

ARTICLE I - ABSTRACT OF LEASE

Date of Lease: This Lease is entered into by the undersigned parties as of _____, 2012.

1.1. PARTIES.

A. LANDLORD:

Name: Florida State University Board of Trustees, a public body corporate
("FSU")
Address: 222 S. Copeland Street, Suite 214
(for notices) Tallahassee, FL 32306

Copy to: Carolyn Egan, Corporate Counsel
Address: P.O. Box 3061400
222 S. Copeland Street, Suite 424
Tallahassee, FL 32306

B. TENANT:

Name: Tallahassee-Leon County Civic Center Authority ("TLCCCA")
Address: 505 W. Pensacola Street
Tallahassee, FL 32301

Copy to: _____
Address: _____

1.2. PROPERTY.

THE CENTER:

Name: Donald L. Tucker Center
Location: 550 W. Pensacola Street
Tallahassee, FL 32301

1.3. TERM OF LEASE.

A. The term (the "**Term**") of this Lease shall be for a period commencing on the date of closing on the transfer of the Premises from TLCCCA to FSU (the "**Commencement Date**"), and terminating on the effective date of legislation terminating or abolishing the TLCCCA (the "**Termination Date**").

1.4. RENT AND OTHER TENANT CONTRIBUTIONS.

- A. Minimum Rent shall be: \$0.00/month.
- B. Additional Rent: Intentionally omitted.

C. Any annual deficits in operating expenses shall be paid by the Landlord but Tenant shall be responsible for all actual payments to the vendors for operating expenses.

D. The term "Rent" shall include Additional Rent and all other amounts payable by Tenant pursuant to the terms of this Lease.

E. Intentionally omitted.

1.5. USE OF PREMISES. Tenant shall use the Premises for uses consistent with the use of the Center during the time on which the TLCCCA owned the Premises.

1.6. ABSTRACT OF VARIABLE PROVISIONS AND STANDARD PROVISIONS. The previous provisions of this Article I will be referred to as the "**Abstract of Lease**" and the provisions of the remaining Articles of this Lease will be referred to as the "**Standard Provisions.**" Wherever in the Standard Provisions or elsewhere the parties, effective date, premises, rent, charges or other variable terms are defined or referred to, they shall be those identified in the Abstract of Lease above and the exhibits to this Lease. In the event of any conflict between the terms of the Abstract of Lease and the Standard Provisions, the terms of the Abstract of Lease shall supersede and prevail. The Standard Provisions may, however, add detail or clarification to the summary provisions described in the Abstract of Lease.

ARTICLE II - PREMISES

2.1. THE CENTER. The Premises is The Center as defined in Section 1.2. The purpose of the Site Plan attached is to show the general configuration of The Center and the approximate location of the Premises. The term "**The Center**" herein shall be deemed to mean the entire development owned by Landlord from time to time, including any and all existing and proposed structures (whether reflected on the Site Plan or hereafter incorporated in The Center during the term or any extension thereof), parking facilities, common facilities, and shown on the Site Plan as the same may from time to time be increased by the addition of other land, together with structures, personal property, fixtures and the like thereon which may from time to time be located on the Premises.

2.2. PREMISES. Landlord hereby leases to Tenant and Tenant accepts such Lease subject to the terms and conditions of this Lease.

2.3. COMMON AREA. Intentionally Omitted.

ARTICLE III - LEASE TERM AND POSSESSION OF PREMISES

3.1. TERM.

A. **INITIAL TERM.** The Term of this Lease shall be as set forth in Section 1.3 above. Notwithstanding the foregoing, this Lease and all of the obligations of Landlord and Tenant set forth herein are binding and shall be in full force and effect from and after the date of their mutual execution of this Lease, and this Lease shall not be deemed a contract to make a lease. Tenant shall be responsible for the actual payment of any and all utilities servicing the Premises from and after the date that Landlord delivers the Premises to Tenant as was customary prior to the transfer of ownership to Landlord.

B. **EXTENDED TERM.** Intentionally Omitted.

3.2. QUIET ENJOYMENT. Landlord agrees that, if the covenants and obligations of Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it reduce Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

3.3. SURRENDER OF PREMISES. Upon any termination of this Lease or termination of Tenant's right to possession of the Premises, whether by the termination of the TLCCCA, lapse of time, cancellation, forfeiture, or otherwise, Tenant shall immediately surrender possession of the Premises and all buildings and improvements on the same to Landlord in "broom clean" condition and good and tenantable repair, reasonable wear and tear and damage from fire or other casualty or peril excepted, and shall surrender all keys and any security codes for the Premises to Landlord and shall inform Landlord of all security codes, combinations of locks, safes and vaults, if any, in the Premises.

ARTICLE IV - RENT AND OTHER TENANT CONTRIBUTIONS

4.1. MINIMUM RENT. See Section 1.4A.

4.2. TENANT'S SHARE OF COMMON AREA AND THE CENTER EXPENSES. Intentionally Omitted.

4.3. TAXES AND ASSESSMENTS ON TENANT'S PROPERTY. Intentionally Omitted.

4.4. UTILITIES CONSUMED ON THE PREMISES. Landlord at its option may control the provider of electrical service to the Premises. If permitted by Law, Landlord shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "**Alternate Service Provider**") or continue to contract for service from the present provider of electric service ("**Electric Service Provider**") through the City of Tallahassee. Tenant shall cooperate with Landlord, the Electric Service Provider and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to The Center's electric lines, feeders, risers, wiring, and any other machinery within the Premises.

Landlord shall in no way be liable or responsible for any loss, damage (direct, indirect or consequential), or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or relieve Tenant from any of its obligations under the Lease.

ARTICLE V – SECURITY

5.1. SECURITY DEPOSIT. Intentionally omitted.

5.2. SECURITY AGREEMENT. Intentionally omitted.

5.3. **SECURITY IN ADDITION TO OTHER REMEDIES.** Intentionally omitted.

ARTICLE VI - CONSTRUCTION, ALTERATIONS, MAINTENANCE AND REPAIRS

6.1. **CONDITION OF THE PREMISES.** Tenant hereby accepts the Premises “as is” without any representation, warranty or expectation as to the condition of the Premises. It is agreed that by accepting possession of the Premises, that the Premises are in good and satisfactory condition as of the time of the transfer from TLCCCA to FSU.

6.2. **TENANT’S DUTY TO REPAIR.** Tenant shall maintain in good repair the exterior walls and roof of the building in which the Premises is located, and sidewalks located in the Common Areas. Landlord may at its sole discretion arrange for a maintenance contract of all roof structures.

6.3. **TENANT’S ALTERATIONS AND IMPROVEMENTS TO PREMISES.** Tenant shall not make or cause to be made any alterations, additions or improvements to the building, in an amount in excess of \$ _____

6.4. Intentionally omitted.

6.5. Intentionally omitted.

All of Tenant’s work and installations shall be done in a first-class, workmanlike manner using qualified labor and high quality material and in compliance with all laws, rules, regulations and orders of all governmental authorities having jurisdiction thereof and free of liens and claims for liens. Tenant’s work shall be conducted so as not to interfere with other work in progress in the Premises or The Center or with other tenants’ business and, in the performance of Tenant’s work, Tenant shall engage and employ only such labor as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord or others in The Center, or any part thereof, including the Premises. At Landlord’s sole option, Tenant at its sole cost and expense, shall, in connection with the completion of its work, deliver a general contractor’s affidavit, copies of invoices, lien waivers from the general contractor and all subcontractors and supplies and a date down of Landlord’s title policy, insuring no construction related exceptions including, but not limited to mechanic’s liens, or lien exceptions resulting from work completed by or on behalf of Tenant.

Tenant shall, at Tenant’s own expense, promptly remove from the Premises and The Center area all trash and debris which may accumulate in connection with any Tenant work in the Premises.

6.6. Intentionally omitted.

6.7. **TENANT’S DUTY TO REPAIR AND MAINTAIN PREMISES.** Tenant shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part thereof in a manner consistent with the maintenance performed by Tenant prior to the transfer of the Premises to the Landlord.

ARTICLE VII - USE OF PREMISES

7.1. **TENANT’S USE OF THE PREMISES.** Tenant shall use and occupy the Premises only for those permitted uses reflected in Section 1.5 of the Abstract of Lease and for no other purpose without Landlord’s prior written consent.

7.2. **USE OF COMMON AREAS.** Intentionally Omitted.

7.3. CONDUCT OF TENANT'S OPERATIONS.

A. At all times throughout the Term, and without limitation of Tenant's other obligations set forth in this Lease, Tenant shall:

- (1) comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal law, statute or local ordinance or regulation applicable to Tenant for its use, safety, cleanliness or occupation of the Premises including, but not limited to, the requirements of the Americans with Disabilities Act and requirements of any insurer of The Center or the Premises.
- (2) Give Landlord prompt written notice of any accident, fire damage or environmental condition occurring on or to the Premises or of any leaks, moisture buildup on or about the Premises.
- (3) Comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time, promulgated by Landlord, which Landlord in its sole discretion shall deem necessary in connection with the Premises, the building of which the Premises are a part, or The Center.
- (4) Tenant shall not commit or permit any waste upon the Premises nor shall Tenant perform any act or carry on any practice which may injure the Premises, any other space in The Center or any other tenant or occupant of The Center.
- (5) Tenant shall keep trash and refuse in covered trash receptacles. Tenant shall ensure that no trash, garbage and refuse accumulate.
- (6) Tenant shall not do, or suffer to be done, any act, matter or thing objectionable to the insurance providers whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date when Tenant receives possession hereunder.

7.4. RIGHTS RESERVED BY LANDLORD. All of the following rights are reserved by Landlord, each of which Landlord may (but without obligation to) exercise without notice or liability to Tenant. The exercise of such rights by Landlord shall not be deemed an eviction, disturbance or disruption of Tenant's use or possession of the Premises.

A. **EASEMENTS.** Landlord expressly reserves all rights in and with respect to the land hereby leased not inconsistent with Tenant's use of the Premises as provided in the Lease, including (without in any way limiting the generality of the foregoing) the rights of Landlord to establish common areas and grant parking easements to others and to enter upon the Premises and to grant, in Landlord's sole discretion, easements to others (even before the establishment of common areas) for the purpose of installing, using, maintaining, renewing and replacing such overhead or underground water, gas, sewer and other pipe lines, and telephone, electric, and power lines, cables and conduits.

B. **INSPECTION, REPAIR AND INSTALLATION.** Landlord reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part, to perform any defaulted obligation of Tenant or for any other proper purposes. Landlord also reserves the right to install

or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

7.5. HAZARDOUS MATERIALS.

A. **HAZARDOUS MATERIALS.** Tenant shall comply with all environmental laws relating to Hazardous Materials (as hereinafter defined) affecting the Premises, The Center and the improvements thereon, and the business conducted thereon by Tenant, or any activity or condition on or in the Premises. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, and which is stored, used, disposed of or released in violation of any law, rule, regulation or order of any local governmental authority, the state in which the Premises is located or the United States Government. Without limiting the generality of the foregoing, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises or The Center by itself or its agents, employees, contractors or invitees without the prior written consent of Landlord. If the presence of any Hazardous Material on the Premises or The Center caused or permitted by Tenant results in any contamination of the Premises, The Center, and/or adjacent property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, The Center, and/or adjacent property to the condition existing prior to the introduction of any such Hazardous Material to the Premises, The Center, and/or adjacent property; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions are in accordance with all applicable laws and governmental requirements and would not potentially have any material adverse long-term or short-term effect on the Premises, The Center, and/or adjacent property.

B. **INSPECTION.** Landlord shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the requirements of this Section 7.5. If Tenant is not in compliance with the requirements of this Section 7.5, Landlord shall have the right, but not the obligation, to immediately enter upon the Premises to remedy any condition which is in violation of the terms of this Lease or caused by Tenant's failure to comply with the requirements of this Lease.

ARTICLE VIII - LIABILITY INSURANCE AND INDEMNIFICATION

8.1. ALLOCATION OF RISKS AND INSURANCE. The TLCCCA shall be responsible for continuing to obtain the following insurance on the Center:

A. **OPERATION OF THE CENTER AND COMMON FACILITIES.** *[NEED TO DETERMINE EXISTING COVERAGES]*

B. **PREMISES AND THE CENTER.** *[NEED TO DETERMINE EXISTING COVERAGES]*

C. **PROPERTY OF TENANT.** *[NEED TO DETERMINE EXISTING COVERAGES]*

D. **OPERATIONS OF TENANT.** *[NEED TO DETERMINE EXISTING COVERAGES]*

E. **REQUIREMENTS OF ALL POLICIES.** All insurance policies required of Tenant in this Lease shall name as insured Landlord and Tenant (and upon request, any other party named by Landlord) and shall contain an express waiver of any right of subrogation against Landlord and other named insured designated by Landlord. Tenant will further deposit the policy or policies of such insurance or certificates thereof (on Acord forms) with Landlord with evidence of payment of premium at all times commencing with the date of the transfer of the Center to Landlord. Each policy shall provide against cancellation without thirty

(30) days prior written notice to the named insureds. The deductibles on all such insurance will be in amounts acceptable to Landlord. Landlord shall be responsible for deductible amounts however Tenant will make the actual payment of all deductible amounts under all such insurance policies.

F. **FAILURE TO PROCURE INSURANCE.** In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the Term, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense upon Landlord request.

G. **WAIVER OF SUBROGATION.** Without limiting the generality of any other waivers of claims contained in this Lease, Landlord and Tenant hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests (including business interruption and rent loss), to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Lease, by Landlord or Tenant (as applicable) pursuant to this Article VIII, regardless of fault or negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements. Nothing contained herein shall serve as a waiver for any deductible or self-insured risk.

8.2. WAIVER OF CLAIMS. Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage or injury to person and property or theft or loss of use of property and loss of business sustained by Tenant or any person claiming through Tenant resulting from any theft, fire, accident, occurrence, injury or condition in or upon the Premises or building of which they shall be a part, including, but not limited to, such claims for damage resulting from: (i) any defect in or failure of plumbing, heating or air-conditioning equipment, sprinkler, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain, sprinkler or any other pipe or tank in, upon or about such building or Premises; (iv) the backing up or overflow of any sewer pipe drain, retention pond, storm water drainage or downspout; (v) the escape of gas, steam or hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such building or Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; and (ix) any act or omission of co-tenants or other occupants of said building or of adjoining or contiguous property or buildings including their employees, licensees and invitees. In the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party hereto against the other with respect to such damage or destruction are waived, and all policies of fire and/or extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any.

ARTICLE IX - LOSS, DESTRUCTION OR TAKING OF PREMISES OR THE CENTER

9.1. FIRE OR OTHER CASUALTY. Tenant shall give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises. Any and all insurance payouts by an insurance company for any casualty to the Property shall be paid to the Landlord.

9.2. CONDEMNATION. If a portion of The Center shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain, such exercise shall void the

Lease in Landlord's sole and absolute discretion, in which event Landlord may cancel this Lease by notice to Tenant with sixty (60) days Notice.

**ARTICLE X - ASSIGNMENT,
SUBLETTING, MORTGAGING AND SUBORDINATION**

10.1. ASSIGNMENT AND SUBLETTING BY TENANT. The Tenant may enter into agreements with third parties for the operation of the Premises and the scheduling of events at the Center pursuant to past custom and usage of the Center. The Tenant may not assign or sublease its interest in this Lease to any other party without written consent from the Landlord upon its sole and absolute discretion.

ARTICLE XI - DEFAULT AND REMEDIES FOR DEFAULT

11.1. TENANT EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default by Tenant hereunder:

A. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

B. Failure of Tenant to pay when due any installment of Rent that may be required in the future or any other sum herein required to be paid by Tenant, and the continuance of such nonpayment for five (5) days after written notice and demand from Landlord.

C. Abandonment, vacation or misuse of the Premises by Tenant.

D. Tenant fails to observe or perform any of the covenants with respect to the Transfer of the Center from the Tenant to the Landlord.

E. Tenant's failure to perform any other covenant or condition of this Lease within twenty (20) days after written notice and demand from Landlord.

11.2. REMEDIES OF LANDLORD FOR DEFAULT BY TENANT. Upon the occurrence of an event of default, Landlord shall have the right, then or at anytime thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Landlord at law or equity or contained in this Lease, to do any of the following:

A. Landlord by itself or its authorized agents may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable as Rent under this Lease immediately upon written notice to Tenant.

B. Landlord may enforce every provision of the Lease in accordance with its terms.

C. Intentionally omitted.

D. Landlord shall have the right to terminate the Tenant's right of possession of the Premises without terminating this Lease and, therefor, to reenter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action. Additionally, Landlord may with or without terminating the Lease relet the Premises as the agent for and in the name of the Tenant, at any rental readily acceptable, applying the proceeds first to reimburse Landlord for all

costs of enforcement of this Lease including attorneys' fees and court costs, if any, second, to costs to re-rent the Premises including, but not limited to, tenant improvement costs and leasing commissions, third, to the payment of such Rent, if any as same comes due, and, fourth, toward the fulfillment of the other covenants and agreements of Tenant herein contained. Tenant shall not be entitled to any residual amount remaining after payment of all of the foregoing sums. Tenant hereby agrees that if Landlord shall recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the Minimum Rent and Additional Rent, if any hereby provided, Tenant shall pay to Landlord any loss or difference of Minimum Rent and Additional Rent for the remainder of the Term.

E. Landlord, irrespective of the date on which its right of reentry shall have accrued or be exercised, shall have the right, whether for rent or possession or otherwise, to terminate this Lease and the tenancy hereby created. Except to the extent required by applicable law, Landlord is under no affirmative duty to maximize the rent collected from any replacement tenant or otherwise mitigate Landlord's damages and Tenant waives any legal or equitable right or defense that Landlord mitigate its damages. This right to terminate is exercisable by a written notice to Tenant, which written notice may be part of a notice of default previously delivered to Tenant, and, as such, may be conditioned upon Tenant's failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter, and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination, Landlord shall be entitled to and may take immediate possession of the Premises, any other notice or demand being hereby waived. Such termination does not, however, release Tenant from liability for any Rent then overdue or remaining under the Lease but shall, if permitted by the laws of Florida, operate to accelerate the entire balance of any annualized Rent and additional charges due over the entire lease Term, which shall become immediately due and payable by Tenant, along with all overdue Rent and charges, if any.

If Landlord terminates this Lease as provided above, Landlord shall be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity or otherwise, including, but not limited to, all of the accrued Minimum Rent and Additional Rent, if any for the period up to and including such Termination Date, as well as all other additional sums payable by Tenant or for which Tenant is liable under any of the provisions of this Lease which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder and, in addition, any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the present value (using a discount rate of five percent (5%)) of the excess of the Minimum Rent and Additional Rent if any provided to be paid for the remainder of the Term over the fair market rental value of the Premises (determined at the date of termination of this Lease by Landlord in Landlord's reasonable discretion) after deduction of all anticipated expenses of reletting. In the alternative, Landlord shall have the right, at Landlord's option, from time to time, to recover from Tenant, and Tenant shall remain liable for all Minimum Rent, Additional Rent and other amounts due and owing under this Lease, plus (x) damages equal to all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due.

F. Tenant shall reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees all of which shall be deemed Additional Rent.

G. Landlord shall have the right to pursue any and all other rights and remedies available at law and in equity.

11.3. NON-WAIVER OF REMEDIES.

A. It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, ejection, dispossessory, eviction, quiet title, or otherwise, to secure possession of said Premises, nor the reentry by Landlord with or without the institution of such proceedings, nor the issuance of a writ of possession, nor the reletting or subletting of said Premises, operate to relieve Tenant of its obligations for any amounts due hereunder, or operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

B. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any full or partial payments required hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord. Following any default by Tenant, Landlord may apply any payments then owing, or damages, cost and fees in the manner it chooses in its sole discretion.

C. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

11.4. DEFAULTS BY LANDLORD. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, after a second written notice to Landlord and Landlord's failure to cure within ten (10) business days after receipt of such second written notice, at its option, incur any expense necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the cost thereof. In no event shall Tenant withhold, deduct or offset any expense or claim from the payment of Rent if any such payments are required under this Lease.

ARTICLE XII - GENERAL PROVISIONS

12.1. Intentionally omitted.

12.2. NO PARTNERSHIP OR JOINT VENTURE. Notwithstanding any other express or implied provision of this Lease, it is understood that Landlord does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

12.3. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees and assigns of said parties, subject to the provisions of Article X and except to the extent otherwise provided in this Lease, provided, however, that the liability of Landlord hereunder and any successor in interest and title to the Premises shall be limited to his or its interest in The Center, and no other assets of the Landlord other than his or its interest in The Center shall be affected by reason of any liability which said Landlord or successor in interest may have under this Lease.

12.4. NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless made in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, nationally-recognized overnight courier service or personal delivery to the address for each party provided in the Abstract of Lease. Tenant shall also deliver any notices sent to Landlord. Such addresses may be changed from time to time by either party by serving notices as above provided. While Tenant is in possession of the Premises, notices to the tenant may also be delivered or forwarded by Certified Mail to the Premises. Notice shall be deemed given when delivered (or upon refusal of acceptance of delivery), if given by personal delivery, otherwise one (1) business day following delivery to a nationally-recognized overnight courier service or three (3) business days following deposit in the United States mail.

12.5. SCOPE AND INTERPRETATION OF THIS AGREEMENT.

A. ENTIRE AGREEMENT. This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, written or oral, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. All negotiations and oral agreements acceptable to Landlord and Tenant have been merged into and are included in this Lease.

B. ARTICLE HEADINGS AND CAPTIONS. The headings or captions of Articles in this Lease are for convenience and reference only and they in no way define, limit, or describe the scope or intent of this Lease or the provisions of such Articles.

C. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in this Lease and whenever required by the context thereof, each number, either singular or plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant, as used in this Lease, or in any other instrument referred to in or made a part of this Lease, shall likewise include both singular and plural. All covenants herein contained on the part of Tenant shall be joint and several.

D. TIME OF ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

E. IMPARTIAL CONSTRUCTION. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant.

F. GOVERNING LAW. The laws of the State of Florida shall govern the validity and enforceability of this Lease. Venue shall be Leon County, Florida.

G. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. AMENDMENT. Oral agreements that modify or are in conflict with any of the terms of this Lease shall be without force and effect. All amendments must be in writing executed by the parties or their respective successors in interest.

I. **TENANT'S CONFLICTS.** Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise.

J. **EXECUTION OF LEASE BY LANDLORD.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereby by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

K. **JURY WAIVER. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES INCLUDING SUMMARY PROCEEDING AND POSSESSION ACTIONS, ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.**

L. **INDEPENDENT COVENANTS.** The covenants of Tenant are independent covenants, and Tenant shall not have the right to hold back, offset, or fail to pay any required amounts under this Lease for default by Landlord or any other reason whatsoever.

12.6. RADON GAS. Radon gas 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. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.7. ATTORNEYS' FEES. In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges, and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Lease, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

12.8. LEASE NOT RECORDABLE. Under no circumstances shall this Lease be recorded.

12.9. Intentionally omitted.

12.10. NO WAIVER. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

12.11. COUNTERPARTS. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.12. EXHIBITS AND SCHEDULES. All exhibits and schedules attached to this Lease are hereby incorporated by reference.

[Remainder of this page has been intentionally left blank]

[Signature Page for the Lease Agreement]

A. [NEED TO DETERMINE EXISTING COVERAGES]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

TALLAHASSEE-LEON COUNTY CIVIC
CENTER AUTHORITY

BY: _____

TITLE: _____

DATE: _____

LANDLORD:

FLORIDA STATE UNIVERSITY BOARD OF
TRUSTEES

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE

EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

LESS AND EXCEPT:

MACOMB STREET IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION

ACQUISITION 128

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38

FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

EXHIBIT B
SITE SURVEY