

TRANSFER AGREEMENT

BETWEEN

**TALLAHASSEE-LEON COUNTY
CIVIC-CENTER AUTHORITY (**
(“TRANSFEROR”)
AND

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
(“TRANSFeree”)

REGARIDNG THE TRANSFER OF THE
DONALD L. TUCKER CENTER
(“CENTER”)

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DEFINITIONS

Additional Exceptions: Shall have the meaning set forth in Section 6.3.

Affiliate: With respect to any specified Entity, any other Entity controlling or controlled by or under common control with such specified Entity. For the purposes of this definition, “control” when used with respect to any specified Entity means the power to direct the management and policies of such Entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Agreement: This Agreement for the Transfer of the Donald L. Tucker Civic Center.

Annual Deficit: The amount in which Annual Expenses exceed Annual Revenues.

Assignment of Leases and Contracts: The assignment of leases and contracts in the form attached hereto as **Exhibit F**.

Attorneys' Fees: All reasonable fees charged by an attorney for his or her services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged whether for services rendered in connection with representation at trial, appellate levels and in any bankruptcy proceedings.

Bill of Sale: The bill of sale in the form attached hereto as **Exhibit E**.

Business Day. Any day other than a Saturday or Sunday, or a day on which any Federal Reserve Bank is authorized or obligated by law or executive order to remain closed.

Cash to Close: The Transfer Price plus all of Transferee's Closing Costs, subject to the adjustments as hereinafter described, less any Deposit.

Center: The Donald L. Tucker Center located at 505 W. Pensacola Street, Tallahassee, Florida 32301.

Center Agreements: The documents attached in **Exhibit H**.

City: The City of Tallahassee, Florida.

Claim: Any claim, proof of claim (including without limitation a proof of claim filed in bankruptcy proceedings), demand, complaint, summons, legal, equitable or administrative proceeding of any nature, chose in action, damage, judgment, penalty or fine, and all costs and expenses relating to the foregoing (including, without limitation, attorneys' fees).

Closing: Shall have the meaning set forth in Section 12.

Closing Date: _____, 2012

County: Leon County, Florida.

Deed: The Warranty Deed in the form attached hereto as **Exhibit D**.

Due Diligence Documents: Those due diligence items delivered to Transferee by Transferor in possession of Transferee.

Effective Date: Shall mean the last date that either Transferor or Transferee signs this Agreement.

Entity: An individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Escrow Agent: Premier Bank or the same entity that is acting as Escrow Agent in the case of Tallahassee Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369 Leon County Circuit Court.

Governmental Authority: Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

Governmental Requirement: Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

Hazardous Material: Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous wastes or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic materials” or “toxic substances” under any Governmental Requirement.

Improvements: Any and all improvements or other structures currently owned by Transferor and located on the Land.

Land: That certain real property legally described on **Exhibit A** attached hereto.

Lease: The lease entered into immediately after Closing entered into between Transferee and Transferor pursuant to Section 3.6.

Party or Parties: Transferor or Transferee, or Transferor and Transferee, respectively.

Permitted Exceptions: All matters set forth on **Exhibit B** attached hereto.

Personal Property: All items of personal property owned by Transferor and located on the Land or in the Improvements. An inventory of the Personal Property, if any, is attached hereto as **Exhibit C**.

Property: Collectively, the Personal Property, the Land, and the Improvements.

Rent: Any base rent, minimum rent, additional rent, percentage rent, common area maintenance charges, taxes, insurance, operating expenses, parking fees, late fees and any other payments for miscellaneous services required under the Lease.

Service Contracts: Any service contracts and maintenance agreements relating to the operation or maintenance of the Property.

Settlement Amount: The amount of **ONE MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 (\$1,650,000.00)** to be paid by Transferee in order to settle the case of Tallahassee Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369 Leon County Circuit Court.

Termination Notice: Shall have the meaning set forth in Section 5.3.

Title Agent: Carlton Fields, P.A. 450 S. Orange Ave. Suite 500 Orlando, Florida 32801.

Title Commitment: An ALTA Title Insurance Commitment(s) from the Title Company, agreeing to issue the Title Policy to Transferee upon satisfaction of the Transferee's obligations pursuant to this Agreement and the Title Commitment.

Title Company: First American Title Insurance Corporation.

Title Policy: An ALTA Owner's Title Insurance Policy in the amount of the Transfer Price, insuring Transferee's title to the Land, subject only to the Permitted Exceptions and as otherwise expressly provided for herein.

Transferee: Florida State University Board of Trustees, a public body corporate also referred to as ("FSU"). Address: c/o General Counsel Florida State University P. O. Box 3061400 222 S. Copeland Street, Suite 424 Tallahassee, Florida 32306-1400.

Transferee's Attorney: Timothy L. Durocher Carlton Fields, P.A. Address: 450 S. Orange Ave., Suite 500 Orlando, Florida 32801 Telephone: (407) 481-5434 Facsimile: (407) 648-9099 Email tdurocher@carltonfields.com.

Transferee's Closing Costs: Transferee's attorneys' fees, any necessary documentary stamp taxes, intangible taxes, recording fees, title search and title insurance premium, survey costs, due diligence costs and expenses, costs of the Assumption of Bank Debt defined in Section 3.3.

Transferee's Closing Documents: Shall have the meaning set forth in Section 14.

Transferee's Parties: Transferee and its officers, directors, partners, shareholders, members, managers, employees, agents, representatives and any other person acting on behalf of Transferee, and the successor and assigns of any of the preceding.

Transferor: The Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972 also referred to as (the “TLCCCA”). Address: 505 West Pensacola Street Tallahassee, FL 32301.

Transferor's _____ Attorney: _____
Address _____ Phone _____
Number _____ Fax _____
Number _____ Email _____.

Transferor's Closing Costs: Shall mean Transferor's Attorneys' Fees.

Transferor's Closing Documents: Shall have the meaning as set forth in Section 13.

Transferor Parties: Transferor and its officers, directors, partners, shareholders, members, managers, employees, agents, representatives and any other person acting on behalf of Transferor, and the successor and assigns of any of the preceding.

Transfer Price: The total amount of consideration given to Transferor from Transferee which is the Assumption of Bank Debt pursuant to Section 3.3, assumption of full financial responsibility of the Center pursuant to Section 3.4 and payment of the Settlement Amount (defined below) pursuant to Section 3.5.

AGREEMENT FOR TRANSFER AND SALE OF REAL PROPERTY

This Agreement for Transfer of Real Property ("Agreement") is by and between Transferor and Transferee as defined above as of the Effective Date.

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. In addition to any capitalized terms defined elsewhere in this Agreement, the terms defined on the Definitions Page above shall have the definition set forth therein.

2. Transfer. Transferor agrees to transfer and convey the Property to Transferee and Transferee agrees to acquire the Property from Transferor on the terms and conditions hereinafter set forth (the "Transfer").

3. Consideration for the Transfer.

3.1. Intentionally Omitted.

3.2. Intentionally Omitted.

3.3. Assumption of Transferor's Bank Debt. Transferee shall assume the existing bank debt secured by the revenue of the Center held by SunTrust Bank ("Bank") subject to the written approval of the Bank hereinafter referred to as (the "Assumption of Bank Debt").

3.4. Assumption of Full Financial Responsibility for the Operation of the Center. Transferee shall assume full financial responsibility for the operation of the Center.

3.5. Payment of Settlement Amount by Transferee. Transferee agrees to pay the Settlement Amount.

3.6. Leaseback Agreement. Transferee and Transferor agree to simultaneously enter into the Lease to be effective on the Transfer Date upon terms and conditions to be agreed upon by Transferor and Transferee and attached as **Exhibit I**. The Lease shall continue until Special Act 2004-435, Laws of Florida is modified or repealed and the TLCCCA is abolished. If the TLCCCA no longer exists, FSU shall agree to create a community advisory board (the "Community Advisory Board") in order to ensure that the community continues to have access to the Center. The specific provisions dealing with the Community Advisory Board shall be addressed in a separate agreement.

4. Conditions Precedent for the Transfer

4.1. Release of Deed Restrictions or Reverter Clauses. The City and County agreement to release any deed restrictions and reverter clauses running with the land contained in the Warranty Deed conveying the Center to the TLCCCA pursuant to the document entitled "Automatic Reverter Release" attached as **Exhibit G**.

4.2. Settlement of Litigation. The TLCCCA entering into a fully executed Settlement Agreement and Mutual Release with the Plaintiff(s) in the case of Tallahassee Hotel Associates, Ltd. v. Tallahassee-Leon County Civic Center Authority, Case Number 2010-CA-004369 Leon County Circuit Court and the agreement of all parties involved to disburse the funds and documents held in escrow.

4.3. Intentionally Omitted.

4.4. Consent of the Florida Board of Education. Written consent of the Florida Board of Education for the release or modification of the Center Agreements as contemplated herein.

4.5. Consent of the Florida Board of Governors. Written consent of the Florida Board of Governors for the Transfer and an opinion from the Transferee's General Counsel indicating that FSU has obtained the authority from the Florida Board of Governors to receive ownership of the Center including the assumption of the Civic Center's assets and liabilities.

4.6. Continuation of Electrical Service. The City's continuation of the existing contract to provide electrical service to the Center until the contract expires by its terms.

4.7. Payment to Escrow Agent of \$250,000.00 to Transferee. City and County's payment to the Escrow Agent of \$250,000.00 each for the benefit of the Transferee as authorized by the Third Amendment to Agreement Between the City of Tallahassee, Leon County, Florida, Tallahassee-Leon County Civic Center Authority, The Florida State University and Florida Board of Education (the "Third Amendment") in consideration of the following:

4.7.1. termination or modification of the Center Agreements to fully release the City and County of any further responsibility or liability to pay Annual Deficits of the Center as defined in the Center Agreements;

4.7.2. a binding commitment by Transferee for the Center's continual operation and maintenance as a comprehensive civic, governmental, educational, recreational, convention and entertainment facility for use and enjoyment of not only the Transferee but the Tallahassee-Leon County community at large as a community asset;

4.7.3. Transferee's agreement to simultaneously enter into the Lease with the Transferor on the Transfer Date pursuant to the terms of Section 3.6

4.7.4. Transferee's cooperation with the City and County regarding any necessary agreements to release the City and County from further liability arising from the Annual Deficits of the Center pursuant to the Center Agreements.

4.7.5. The City and County's contribution to settle the case of Tallahassee Hotel Associates, Ltd. v. Tallahassee-Leon County Civic Center Authority, Case Number 2010-CA-004369 Leon County Circuit Court.

4.8. Payment of Annual Deficit of the Center for 2009-2010. The payment in full by the City and County of the Annual Deficit of the Center arising from the 2009-2010 audited financials of the Center that is the responsibility of the City and County pursuant to the Center Agreements.

5. Intentionally Omitted.

6. Title and Survey.

6.1. Delivery of Title Commitment. Not later than fifteen (15) Business Days following the Effective Date, the Title Agent shall deliver to Transferee the Title Commitment.

6.2. Marketable Title. At Closing, Transferor shall convey title to the Property to Transferee subject only to the Permitted Exceptions and such other matters as expressly provided for herein.

6.3. Title Evidence. If Transferee receives notice of or otherwise discovers that title to the Land is subject to any title exceptions that are not Permitted Exceptions ("Additional Exceptions"), after delivery of the Title Commitment and prior to Closing, then Transferee shall notify Transferor in writing of the Additional Exceptions to which Transferee objects within fifteen (15) Business Days after Transferee receives notice of such Additional Exceptions. If Transferee fails to deliver timely notice of Additional Exceptions, then it shall have waived its right to object to same and Transferee shall proceed to Closing as hereinafter provided. If the Additional Exceptions are liquidated claims or judgments, or are otherwise curable by the payment of money, without resort to litigation, then Transferor shall be required to remove such Additional Exceptions ("Mandatory Additional Exceptions") from the Land by satisfying the same or by posting a surety bond so that such Mandatory Additional Exceptions are removed as exceptions from the Title Commitment and Title Policy.

6.4. Additional Exceptions Caused by Transferee. Transferee shall not have the right to object to title or to terminate this Agreement by reason of any title exception which is caused by Transferee or any party claiming by, through or under Transferee or any of Transferee's Representatives.

6.5. Survey. Transferee shall have the right to obtain a survey of the Land prepared by a land surveyor or engineer registered and licensed in the State of Florida.

6.6. Survey Defects. If Transferee's survey shows any matter which would affect the marketability of title to the Land (except for the Permitted Exceptions and other title matters otherwise permitted hereunder), then Transferee shall notify Transferor in writing of the specific survey defect within five (5) Business Days after receipt of Transferee's survey, or but in no event later than prior to the expiration of the Inspection Period and thereafter such encroachment or defect shall be treated in the same manner as a Mandatory Additional Exception. Transferee's failure to deliver timely notice of survey defects shall be deemed a waiver of Transferee's right to object to survey matters as provided in this Section.

7. Transferor's Representations and Warranties.

7.1. Representations and Warranties. Transferor represents and warrants to Transferee, as follows:

7.1.1. Transferor's Existence. Transferor is in good standing and has full power and authority to own and sell the Property and to comply with the terms of this Agreement and to consummate the transactions contemplated hereunder;

7.1.2. Authority. The execution and delivery of this Agreement by the Transferor and the consummation by Transferor of the transaction contemplated by this Agreement are within Transferor's capacity and all requisite action has been taken and any and all necessary approvals by third parties have been obtained so that this Agreement is valid and binding on Transferor in accordance with its terms;

7.1.3. Intentionally Omitted.

7.1.4. Intentionally Omitted.

8. Transferee's Representations and Warranties. Transferee represents and warrants to Transferor, as follows:

8.1. Transferee's Existence. Transferee is duly organized, existing, in good standing and authorized to do business under the laws of the State of Florida and Transferee has full power and authority to accept the Transfer of the Property and to comply with the terms of this Agreement.

8.2. Authority. The execution and delivery of this Agreement by Transferee and the consummation by Transferee of the transaction hereby contemplated are within Transferee's capacity and all requisite action has been taken to make this Agreement valid and binding on Transferee in accordance with its terms.

8.3. Approval of the Florida Legislature. The Transferee has obtained legal authority from the Florida Legislature pursuant to §1013.78, Florida Statutes in the form of an enactment of a law having the effect of authorizing Transferee to assume the Annual Deficits of the Center. Transferee must provide an opinion letter from its General Counsel that the statutory enactment allows for the assumption of the Annual Deficits.

9. Post-Closing Obligations of the Transferee.

9.1. Civic Center Advisory Board. Transferee agrees to the appointment of a Civic Center Advisory Board for the purpose of advising Transferee with respect to the continued use and availability of the Center to individuals and community groups outside of Florida State University once the TLCCCA has been terminated.

9.2. The Transferee agrees to continue the current practice for priority use of the Center by Leon County Schools for local high school graduation ceremonies.

10. Affirmative Covenants of Transferor.

10.1. Exhibits. If any of the Exhibits to this Agreement are not affixed hereto, are incomplete or are otherwise not provided to Transferee prior to or concurrently with its execution of this Agreement, then such documentation and/or information shall be provided to Transferee within five (5) Business Days following the Effective Date; provided, however, Transferor's failure to deliver such documentation and information within said five (5) Business Day period shall not be a default by Transferor hereunder, unless and until Transferor shall thereafter fail to provide the same within three (3) Business Days following receipt of Transferee's written demand therefor.

10.2. Intentionally Omitted.

10.3. Intentionally Omitted..

11. Intentionally Omitted..

12. Closing. Subject to all of the provisions of this Agreement, Transferee and Transferor shall close this transaction ("Closing") by a mail away closing in which any cash to close shall be wire transferred to Escrow Agent on the Closing Date.

13. Transferor's Closing Documents. At Closing, Transferor shall execute and deliver certain documents ("Transferor's Closing Documents"), as follows:

13.1. Deed. The Deed shall be duly executed by Transferor and delivered to the Escrow Agent in the form attached as **Exhibit D**. Transferor shall also deliver to Escrow Agent all documents required to record the Deed in the Public Records of Leon County;

13.2. Transferor's No Lien and Gap Affidavit. An affidavit from Transferor attesting that, to the best of Transferor's knowledge, as follows: (i) no individual or entity has any claim against the Property under the applicable contractor's lien law, (ii) except for Transferor and leases provided by Transferee or as otherwise provided herein, no individual or entity is either in possession of the Property or has a possessory interest or claim in the Property, and (iii) no improvements to the Property have been made by Transferor for which payment has not been made within the immediately preceding ninety (90) days. The affidavit shall also include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy;

13.3. Bill of Sale. The Bill of Sale shall be duly executed by Transferor so as to convey to Transferee title to the Personal Property;

13.4. Assignment of Leases. The Assignment of Leases shall be duly executed by Transferor in the form attached as **Exhibit F**.

13.5. Closing Statement. A Closing Statement setting forth the Consideration pursuant to Section 3, and other costs and expenses of the Transfer.

13.6. Authorizing Resolutions. Such documents as the Title Company or Transferee may reasonably request evidencing Transferor's existence, power, and authority of Transferor to enter into and execute this Agreement and to consummate the transaction herein contemplated, and to allow the Title Agent to issue the Title Policy;

13.7. Service Contracts. The originals or copies of all Service Contracts in the possession of Transferor;

13.8. Third Party Leases. The originals or copies of all Third Party Leases (defined below) and all modifications, amendments, extensions and assignments thereof which are in the possession of Transferor;

13.9. Notice of Change of Ownership. Copies of a letter signed by Transferor to be delivered by Transferee to the tenants and service providers of the Property, giving notice of the change of ownership of the Property;

13.10. Lease of the Center. Execution of the Lease of the Center from the Transferee to the Transferor in the form attached as **Exhibit I**; and

13.11. Release of the Automatic Reversionary Rights and Other Conditions and Restrictions. Transferor shall be responsible for delivery of the Release of the Automatic Reversionary Rights and Other Conditions and Restrictions in the form attached as **Exhibit G**.

14. Transferee's Closing Documents. At Closing, Transferee shall execute and deliver certain documents ("Transferee's Closing Documents"), as follows:

14.1. Modification or Termination of the Center Documents (Agreements). Transferee shall sign and deliver any necessary documents to the Escrow Agent to release the City and County from their Annual Deficit obligations pursuant to the Center Documents;

14.2. Authorizing Resolution. Such documents as the Title Company may reasonably require evidencing Transferee's existence, powers, and authority to enter into and execute this Agreement and the transaction herein contemplated and to allow the Title Agent to issue the Title Policy;

14.3. Assignment of Leases and Contracts. Transferee shall execute the Assignment of Leases and Contracts in the form attached as **Exhibit F**; and

14.4. Closing Statement. Transferee shall execute the Closing Statement;

14.5. Assignment of SunTrust Loan. Transferee shall execute and deliver any and all loan assumption documents to SunTrust Bank;

14.6. Lease of the Center. Execution of the Lease of the Center in the form attached as **Exhibit I**; and

14.7. Consents. Transferee has obtained the written consents from the Florida legislature, Florida Board of Education and the Florida Board of Governors pursuant to the provisions contained in Section 4.4 and Section 4.5.

15. Closing Procedure.

15.1. Transfer of Funds.

15.1.1. Transferee shall pay any required Cash to Close to the Escrow Agent by wire transfer to a depository designated by Escrow Agent;

15.1.2. City and County shall pay the required \$500,000.00 to Escrow Agent by wire transfer to a depository designated by Escrow Agent;

15.1.3. Transferee shall pay 1,150,000.00 to Escrow Agent which comprises the Settlement Amount minus the \$500,000.00 settlement contribution from the City and County referenced in Section 15.1.2.

15.1.4. Transferor and Transferee shall pay any respective closing costs as stated in the Closing Statement to Escrow Agent.

15.2. Delivery of Documents.

15.2.1. Transferee shall deliver to the Escrow Agent the Transferee's Closing Documents.

15.2.2. Transferor shall deliver to the Escrow Agent the Transferor's Closing Documents.

15.2.3. All fully executed documents from all parties necessary for the settlement in the case of Tallahassee Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369 have been received by Escrow Agent.

15.3. Requirements for Escrow Distribution. All funds and documents shall be delivered to the appropriate parties as outlined in Section 15.4 once all of the following conditions have been met ("Escrow Distribution"):

15.3.1. the Escrow Agent has received all funds outlined in Section 15.1;

15.3.2. the Escrow Agent has received all documents outlined in 15.2;

15.3.3. the Title Agent has delivered a "marked up" Title Commitment to Escrow Agent;

15.3.4. the Escrow Agent has received all necessary executed documents and funds to disburse pursuant to the Escrow Agreement executed in the case of Tallahassee

Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369; and

15.3.5. the Escrow Agent has received written authorization from both the Transferor and Transferee to disburse the funds and documents pursuant to this Agreement.

15.4. Disbursement of Escrow Funds and Documents. Once the requirements for Escrow Distribution pursuant to Section 15.3 have been satisfied, the Escrow Agent shall deliver the following funds and documents as follows and the Title Agent shall make the distributions outlined below:

15.4.1. Escrow Agent shall deliver to the Title Agent the fully executed Transferor's Closing Documents and the fully executed Transferee's Closing Documents. Once these documents are received from the Escrow Agent, the Title Agent shall promptly record the Deed and Automatic Reverter Release along with any other necessary documents to be recorded and deliver the recorded copies to parties executing such document;

15.4.2. Escrow Agent shall deliver by wire transfer any Cash to Close to the Transferor and send written confirmation to the Title Agent that such distribution to the Transferor has been made and Transferor shall send written confirmation to the Title Agent that such funds have been received;

15.4.3. Escrow Agent shall deliver the closing costs outlined in the Closing Statement to the Title Agent for distribution to the appropriate providers.

15.4.4. Title Agent shall deliver the loan assumption documents to SunTrust Bank promptly after receipt from the Escrow Agent;

15.4.5. Title Agent shall deliver the originals or copies of the Modification or Termination of the Center Documents to Transferee, Transferor, City and County promptly after receipt from the Escrow Agent;

15.4.6. Title Agent shall promptly deliver a full set of copies of the Closing Documents to the Transferor and Transferee once all documents are received by the Title Agent;

15.4.7. Title Agent shall issue the title policy once all the title requirements have been satisfied;

16. Prorations, Assumption of Leases and Closing Costs.

16.1. Prorations. Transferee and Transferor acknowledge and agree that there will be no prorations at the time of closing except as follows:

16.1.1. Annual Deficits as of the day of closing.

16.2. Deposits. Any and all Security Deposits, utility deposits or any other deposits pertaining to the Center shall be transferred to the Transferee after the expiration or termination of the Lease.

16.3. Assumption of Third Party Leases. The Transferee shall assume all rights and obligations under the third party leases entered into by the TLCCCA for the operation of the Center (the "Third Party Leases"), including, without limitation, the return of any security deposits, after the termination of the Lease attached as **Exhibit I**. Transferor shall cooperate after the Closing with any necessary assignments of any Third Party Leases that may be required.

16.4. Operating Expenses. Transferee shall be liable for all operating expenses after Closing but the Transferor shall be responsible for the actual payment of all operating expenses of the Center pursuant to the Lease.

16.5. Transferor's Closing Costs. Transferor shall pay Transferor's Closing Costs at Closing.

16.6. Transferee's Closing Costs. Transferee shall pay Transferee's Closing Costs at Closing.

17. Possession. Transferee shall be granted possession of the Property at Closing, subject to the Lease with Transferor and any tenants in possession under any Third Party Leases in effect at the time of closing.

18. Condemnation. If at any time prior to the Closing Date, any proceedings shall be commenced for the taking of all of the Property or any material portion thereof, for public or quasi-public use pursuant to the power of eminent domain, Transferor shall furnish Transferee with written notice of any proposed condemnation within five (5) Business Days after Transferor's receipt of such notification. In such event, Transferee shall have the option to terminate this Agreement within five (5) Business Days after receipt by Transferee of notice thereof from Transferor by written notice to Transferor and the Escrow Agent. Should Transferee terminate this Agreement, any Deposit shall be returned to Transferee and thereafter neither Transferee nor Transferor shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If Transferee does not elect to terminate within the required time, then (i) the Closing shall progress as herein provided without reduction of the Transfer Price; (ii) Transferee shall have the right to participate in the negotiation of any condemnation awards or other compensation for taking, and (iii) Transferor shall assign unto Transferee any and all awards and other compensation for such taking to which it would be otherwise entitled as owner of the Property and Transferor shall convey such of the Property, if any, which remains after the taking.

19. Intentionally Omitted.

20. Default.

20.1. Transferee's Default. In the event that this transaction fails to close due to a default on the part of Transferee, Transferor may pursue any remedies at law or equity. IN NO EVENT SHALL TRANSFEE, ITS BOARD MEMBERS, TRUSTEES, EMPLOYEES OR

AGENTS OF THE TRANSFeree, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY, BEYOND ITS INTEREST IN THE PROPERTY, FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

20.2. Transferor's Default. In the event that this transaction fails to close due to a default on the part of Transferor, Transferee may pursue any remedies at law or equity. HOWEVER, IN NO EVENT SHALL TRANSFEROR, ITS BOARD MEMBERS, OFFICERS OR DIRECTORS, EMPLOYEES OR AGENTS OF THE TRANSFEROR, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY, BEYOND ITS INTEREST IN THE PROPERTY, FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

21. Brokerage Commission. Transferor represents and warrants to Transferee and Transferee represents and warrants to Transferor that no broker or finder has been engaged by either of them with respect to this transaction. Transferor and Transferee agree to hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the other party. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

22. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand-delivered or telecopied or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to Transferee, Transferor, and Escrow Agent, at their respective addresses set forth in the Definitions Page to this Agreement. Notice shall be deemed to have been given and received, if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended as its address set forth herein.

23. Escrow Agent. The payment of the Deposit, Cash to Close and all other funds provided hereunder to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. Upon receiving written notice from either party as to a dispute as to what party should receive any escrow funds, Escrow Agent may continue to hold the Escrowed Funds until both parties jointly provide a written authorization to release the escrowed funds or the Escrow Agent may deposit (interplead) the escrowed funds with a court of competent jurisdiction and the act of such interpleader shall immediately relieve

Escrow Agent of its duties, liabilities, and responsibilities hereunder. Transferee and Transferor will, and hereby agree to jointly and severally indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense including Attorney's Fees incurred on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement unless caused by its own willful misconduct or gross negligence. This provision shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

24. Assignment. This Agreement shall not be assigned by either party.

25. Miscellaneous.

25.1. Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

25.2. Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Transferor and Transferee.

25.3. Attorneys' Fees. Each of the parties hereto shall bear its own costs and Attorneys' Fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all Attorney's Fees in and all costs in connection therewith.

25.4. Governing Law/Jurisdiction. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida and will be deemed for such purposes to have been made, executed and performed in the State of Florida and venue shall be in Leon County, Florida for any legal proceedings in connection with this agreement and/or any other document signed by the parties.

25.5. Entire Agreement. This Agreement sets forth the entire agreement between Transferor and Transferee relating to the Property, all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties and there are no agreements, understandings, warranties, representations among the parties except as otherwise indicated herein.

25.6. Recording. Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.

25.7. Time of the Essence. Time is of the essence in the performance of all obligations by Transferee and Transferor under this Agreement.

25.8. Computation of Time. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. E.S.T. on the next full Business Day.

25.9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

25.10. Survival. Except as otherwise expressly set forth in this Agreement, all representations and warranties of Transferor and obligations of Transferor hereunder set forth in this Agreement shall survive the Closing.

25.11. Construction of Agreement. Should any provision of this Agreement requiring interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

25.12. Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

25.13. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

25.14. Severability. If any clause or provision of this Agreement is determined to be a illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.

25.15. Radon Gas. 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.

25.16. Waiver of Trial by Jury. TRANSFEROR AND TRANSFEREE HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY MADE BEFORE, DURING OR AFTER THE EXECUTION OF THIS AGREEMENT. THIS WAIVER APPLIES IN THE EVENT ANY OTHER PERSONS OR ENTITIES INSTITUTE, JOIN, OR DEFEND IN ANY LITIGATION PROCEEDINGS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED)

WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY ENTERING INTO THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT NO PERSON OR ENTITY, AND/OR ANY OF EITHER PARTY'S REPRESENTATIVES, HAVE MADE REPRESENTATIONS THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

[Signatures appear on following page]

[Signature Page to Transfer Agreement]

IN WITNESS WHEREOF, Transferor and Transferee have executed this Agreement as of the dates indicated below.

WITNESSES:

Signature of Witness #1

Print Name of Witness #1

Signature for Witness #2

Print Name of Witness #2

Signature of Witness #1

Print Name of Witness #1

Signature for Witness #2

Print Name of Witness #2

TRANSFEROR:

The Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972

Signature

Print Name

Title

Date

TRANSFeree:

Florida State University Board of Trustees, a public body corporate

Signature

Print Name

Title

Date

Signature of Witness #1

Print Name of Witness #1

Signature for Witness #2

Print Name of Witness #2

ESCROW AGENT

(as to only those sections of the Agreement
pertaining to the Escrow Agent's rights and
responsibilities):

PREMIER BANK, a _____

Signature of Escrow Agent Representative

Printed Name

Title

Date

EXHIBITS

Exhibit A		Legal Description of Land
Exhibit B		Permitted Exceptions
Exhibit C		Personal Property
Exhibit D		Warranty Deed
Exhibit E		Bill of Sale
Exhibit F		Assignment of Leases and Contracts
Exhibit G		Automatic Reverter Release
Exhibit H		The Center Agreements
Exhibit I		Lease Agreement between Transferee as Landlord and Transferor as Tenant

EXHIBIT A

Legal Description

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

Permitted Exceptions

1. Zoning restrictions and other Governmental Requirements.
2. Rights of tenants under Leases.
3. Specific Survey Exceptions.
4. Such other items set forth on Schedule B-2 of the Title Commitment.

EXHIBIT C

Personal Property

EXHIBIT D

Warranty Deed

(see attached)

This Instrument prepared by:

Timothy Durocher, Esq.
Carlton Fields, P.A.
450 S. Orange Avenue, Suite 500
Orlando, Florida 32801

Real Property Parcel I.D. #2136800077055

WARRANTY DEED

This Warranty Deed is made and executed the ____ day of _____ by **TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY**, a public agency created by Chapter 72-605, Laws of Florida, 1972 whose mailing address is 505 West Pensacola Street Tallahassee, FL 32301 ("**Grantor**"), to **FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES**, a public body corporate having a mailing address of 222 S. Copeland Street, 214 Westcott Building Tallahassee, Florida 32306, ("**Grantee**").

WITNESSETH:

(Whenever used in this deed, the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective successors and assigns.)

That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, the land in Leon County, Florida (the "**Property**"), more particularly described as:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

SUBJECT TO easements, restrictions and conditions of record.

TO HAVE AND TO HOLD in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances except easements, restrictions and conditions of record.

Grantor further represents that the real property being conveyed is not the homestead, within the meaning of Article X of the Florida Constitution, of the Grantor or of anyone dependent upon the Grantor for support.

IN WITNESS WHEREOF Grantor has executed this deed the day and year first above

written.

Executed in the presence of:

GRANTOR:

**TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY**, a public
agency created by Chapter 72-605, Laws of
Florida, 1972

Signature of Witness #1

Printed Name of Witness #1

By:_____

Its:_____

Signature of Witness #2

Printed Name of Witness #2

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012
by _____ a _____ of Tallahassee-Leon
County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.
He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name:_____
(Legibly Printed)

(AFFIX NOTARIAL SEAL)

Commission No.:_____

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 E

Bill of Sale

(see attached)

BILL OF SALE

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, The Tallahassee-Leon County Civic Center Authority (“**Transferor**”), does hereby grant, bargain, sell, transfer and deliver to Florida State University Board of Trustees, its successors and assigns (“**Transferee**”) that certain personal property more particularly described on **Schedule 1** attached hereto and made a part hereof (“**Personal Property**”), located in, on, or used in connection with the operation of the real property, located in Tallahassee, Florida, more particularly described in **Schedule 2** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Personal Property unto the Transferee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this ____ day of _____, 2012.

Signed, sealed and delivered
in the presence of:

**TALLAHASSEE-LEON COUNTY CIVIC
CENTER AUTHORITY**, a public agency
created by Chapter 72-605, Laws of Florida,
1972

Witness #1 Signature

Print Name of Witness #1

Witness #2 Signature

Print Name of Witness #2

By:_____

Printed Name:_____

Title:_____

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of the Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

Schedule 1 of the Bill of Sale

(Personal Property)

Schedule 2 of the Bill of Sale

(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 F

Assignment of Leases and Contracts

(see attached)

ASSIGNMENT OF LEASES AND CONTRACTS

THIS ASSIGNMENT is made by and between The Tallahassee-Leon County Civic Center Authority (“**Assignor**”) to Florida State University Board of Trustees, its successors and assigns (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignee has acquired all of Assignor's right, title, interest and estate in and to that real property legally described on Schedule 1 attached hereto and by this reference made a part hereof;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, expressed or implied, to Assignee, all of Assignor's right, title and interest in and to those certain leases set forth on **Schedule 2** attached hereto and by this reference made a part hereof (“**Leases**”) including all refundable tenant security deposits made under such Leases, to the extent such security deposits are in the possession of Assignor.

2. Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, expressed or implied, to Assignee, all of Assignor's right, title and interest in and to those certain contracts set forth on **Schedule 3** attached hereto and by this reference made a part hereof (“**Contracts**”) including all refundable deposits for the Contracts that are in the possession of Assignor.

3. Assignee hereby assumes the obligations and rights under the Leases and Contracts and agrees to perform all terms, conditions, covenants, agreements, liabilities and obligations thereunder, including the refund of all refundable security deposits and other deposits held in respect thereto which have been delivered or credited to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed this ____ day of _____, 2012.

(Remainder of this page has been intentionally left blank)

(Signature Page for the Assignor for the Assignment of Leases and Contracts)

ASSIGNOR:

**Tallahassee-Leon County Civic Center
Authority**, a public agency created by Chapter
72-605, Laws of Florida, 1972

Witness #1 Signature

Print Name of Witness #1

Witness #2 Signature

Print Name of Witness #2

By:_____

Printed Name:_____

Title:_____

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by
_____, its _____ for the Tallahassee-Leon County Civic
Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

(Signature Page for the Assignee for the Assignment of Leases and Contracts)

ASSIGNEE:

Florida State University Board of Trustees,
a public body corporate

By: _____

Title: _____

Witness #1 Signature

Print Name of Witness #1

Witness #1 Signature

Print Name of Witness #1

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, its _____ for the Florida State University Board
of Trustees, a public body corporate.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

Schedule 1 of the Assignment of Leases and Contracts

(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.

Schedule 2 of the Assignment of Leases and Contracts

(Leases affecting the Property)

Schedule 3 of the Assignment of Leases and Contracts

(Contracts affecting the Property)

EXHIBIT G

Automatic Reverter Release

(see attached)

This Instrument prepared by:

Timothy Durocher, Esq.
Carlton Fields, P.A.
450 S. Orange Avenue, Suite 500
Orlando, Florida 32801

Real Property Parcel I.D. #2136800077055

**RELEASE OF AUTOMATIC REVERSIONARY RIGHTS AND
OTHER CONDITIONS AND RESTRICTIONS**

This Release of Automatic Reversionary Rights and Other Conditions and Restrictions (the "Release") is made this ____ day of _____, 2012, by and between the **CITY OF TALLAHASSEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), located at 300 South Adams Street Tallahassee, Florida 32301, and the **TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY**, a public agency created by Chapter 72-605, Laws of Florida, 1972, located at 505 W. Pensacola Street, Tallahassee, Florida 32301 (the "Authority").

WHEREAS, the City executed and delivered a Warranty Deed to the Authority on July 20, 1976, recorded August 2, 1976 in Official Records Book 799, Page 43 of the Public Records of Leon County, Florida, attached as **Exhibit A** (the "Warranty Deed"), conveying certain real property that later became the Donald L. Tucker Center, more specifically described in **Exhibit B** (the "Property");

WHEREAS, the Warranty Deed contained a clause granting a reversionary right to the City (the "Automatic Reversionary Rights") as follows:

The foregoing property is being conveyed to the Grantee for the purposes of constructing, maintaining and operating a Civic Center, composed of a coliseum, sports arena, theatre, parking garage and associated facilities. Should the same not be used for said purpose for a period of two (2) years from the date of this conveyance, or should said use ever be discontinued or abandoned or should the property ever be used for any other unrelated use, then title to the same shall automatically revert to the Grantor herein.

WHEREAS, the Warranty Deed also contains several conditions and restrictions that were designed run with the land but were to expire by its terms on January 1, 1992 (the "Conditions and Restrictions"); and

WHEREAS, the City has agreed to Release the above Automatic Reversionary Rights and the Conditions and Restrictions as part of the transfer of the Property.

NOW, THEREFORE, the City and the Authority, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged agree as follows:

1. Release of Automatic Reversionary Rights. The City hereby releases, quitclaims, exonerates and discharges the Authority, its successor and assigns and the Property from the encumbrance, operation and effect of the Automatic Reversionary Rights, defined above, contained in the Warranty Deed and any later ratifications of the Automatic Reversionary Rights in any other documents(s).

2. Release of Conditions and Restrictions. The City represents to the Authority that the Property is in full compliance of the Conditions and Restrictions stated in the Warranty Deed and the City hereby releases, quitclaims exonerates and discharges the Authority, its successors and assigns and the Property from the encumbrance, operation and effect of the Conditions and Restrictions which have expired by its terms contained in the Warranty Deed, and any later ratifications of the Conditions and Restrictions in any other document(s).

3. Release Shall Run with the Land. This Release shall run with the land.

4. Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida.

5. Authority. The City and the Authority represent and warrant to the other that this Release has been duly authorized, executed and delivered by all necessary action on its behalf, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

6. Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Release.

7. Severability. If any provision of this Release shall be held unenforceable or void, then such provision shall be deemed severable from the remaining portions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Release.

8. Successors and Assigns. This Release shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

9. Counterparts. The City and the Authority may execute this Release and any other agreement executed pursuant to it in counterparts. Each executed counterpart will be deemed to be an original, and all of them, together, will constitute the same agreement.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the City has executed this Release as of the date set out below.

CITY:

Witnesses:

CITY OF TALLAHASSEE, a municipal corporation

Witness #1 Signature

By: _____

Print Name of Witness #1

Print Name: _____

Witness #2 Signature

Title: _____

Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____, 2012, by _____, as _____ of the CITY OF TALLAHASSEE, a municipal corporation who ☐ is personally known to me or who ☐ produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

My Commission Expires: _____

(Seal)

AUTHORITY:

TALLAHASSEE-LEON COUNTY CIVIC
CENTER AUTHORITY, a public agency
created by Chapter 72-605, Laws of Florida,
1972

Witness #1 Signature

Print Name of Witness #1

Witness #2 Signature

Print Name of Witness #2

By:_____

Printed Name:_____

Title:_____

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by
_____, its _____ for the Tallahassee-Leon County Civic
Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

EXHIBIT A

Warranty Deed
(see attached)

REC-799 PAGE 43

WARRANTY DEED

THIS INDENTURE, made this 20th day of July, 1976,
between the CITY OF TALLAHASSEE, a municipal corporation organized and
existing under the laws of the State of Florida, of the County of Leon,
State of Florida, hereinafter called "Grantor", and TALLAHASSEE-LEON
COUNTY CIVIC CENTER AUTHORITY, a public agency created by Chapter 72-605,
Laws of Florida, 1972, whose post office address is Tallahassee, Florida,
of the County of Leon, State of Florida, hereinafter called "Grantee";

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten
and No/100 (\$10.00) Dollars, and other good and valuable considerations
to said Grantor in hand paid by said Grantee, the receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said Grantee,
and Grantee's heirs and assigns forever, the following described land,
situate, lying and being in Leon County, Florida, to-wit:

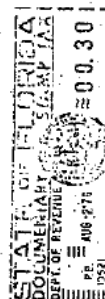
See attached Exhibit "A" for property description.

The foregoing property is being conveyed to the Grantee for
the purposes of constructing, maintaining and operating a Civic Center,
composed of a coliseum, sports arena, theatre, parking garage and
associated facilities. Should the same not be used for said purpose
for a period of two (2) years from the date of this conveyance, or
should said use ever be discontinued or abandoned or should the property
ever be used for any other unrelated use, then title to the same shall
automatically revert to the Grantor herein.

The property described above is conveyed subject to the
following conditions and restrictions which will run with the land and



312520
LEON
COUNTY



968221
LEON
COUNTY

369573
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE 140.
Aug 2 11 14 AM 1976
AT THE TIME & DATE NOTED
PAUL E. HERTSFIELD
CLERK OF CIRCUIT COURT

CITY OF TALLAHASSEE

WARRANTY DEED
Page Two

shall bind the Grantee, its successors and assigns, until January 1, 1992.

- (A) Permitted Uses. Public and semi-Public Uses and Structures, which by definition shall include the other uses specified in this subsection, shall be the only uses permitted.

(1) Public and Semi-Public Uses.

- Any college or university use or structure.
- Any governmental use or structure including City, County, State or Federal offices and facilities.
- Parks, parking lots, playgrounds, public buildings, libraries, museums, schools, exhibition halls, auditoriums, offices, civic centers, coliseums, maintenance buildings and service facilities.
- University or other publicly owned residential uses, including apartments and dormitories provided that the minimum lot area for a residential use shall not be less than 10,000 square feet.
- As an accessory use only, concession stands, newstands, bookstores, restaurants and cafeterias, drug stores, laundromats, dry cleaning pick-up stations, beauty or barber shops and other similar service uses owned by a public entity or university, and designed primarily to service public uses.
- Public parking facilities and structures plus accessory structures such as canopies, parking attendant and public shelters which are incidental to the primary use permitted.

(B) Building Lot Coverage.

A building lot is defined herein as the building site for a structure, also the land area occupied by a use or structure incidental to the operation of the main use or structure. The maximum lot coverage allowed shall be 40%.

(C) Floor Area Ratio.

The maximum permitted floor area of all structures on a building lot (including accessory structures) shall not exceed 1:2 for the first three stories, 1:15 for the fourth through tenth stories; and 1:1 for all over ten stories.

(D) Area Requirements.

All parcels in the Project Area shall be subject to the building setback lines as shown on R.P. Map No. 3, the "Land Use Plan".

- Minimum Yard Requirements:

Front: 25 feet
Side-Interior: 25 feet
Side Corner: 25 feet
Rear: 10 feet

- Minimum Lot Requirements:

Width: 90 feet
Depth: 100 feet
Area: 10,000 square feet

- Maximum Height of Structures: None

CITY OF TALLAHASSEE

WARRANTY DEED
Page Three

(E) Off-Street Parking and Loading Requirements.

- (a) Off-Street Parking. For the purpose of this plan, an "off-street parking space" shall have dimensions of nine (9) feet in width and nineteen (19) feet in depth, exclusive of the area required for access drives or aisles.

Each off-street parking area shall have individual spaces marked, and shall be so designed, maintained, and regulated that no parking or maneuvering incidental to parking shall be on any public or private street, walk or alley, and so that any automobile may be parked or unparked without moving another.

In addition, planting strips (to be defined as an unpaved area for trees and shrubs) of not less than five (5') feet shall be left between each row or parking spaces and of not less than ten (10') feet on the perimeter of a lot as shown on the Illustrative Site Plan, S.D. Map No. 3. Such planting strips shall have a landscape planting plan submitted, prior to the development of the parking areas, to the LPA for review and approval.

Off-street parking facilities shall be maintained in a smooth and well-graded, or paved or hard surfaced condition; drained so as not to cause any nuisance on adjacent property; if lighted, the lighting shall be designed and installed so as to prevent glare or excessive light on adjacent property; and shall be arranged for convenient access and safety of pedestrians and vehicles.

Parking spaces shall be located on the same site they serve on or land within 300 feet from the site. The aisle widths provided for off-street parking areas shall be based on the following angles of parking stalls:

<u>Parking Stall Angle</u>	<u>Aisle Width</u>
30 degrees	11.0 feet
45 degrees	13.0 feet
50 degrees	14.5 feet
55 degrees	16.0 feet
60 degrees	17.5 feet
90 degrees	22.0 feet

The following uses require the amount of off-street parking shown:

<u>Type of Use</u>	<u>Parking Requirements</u>
1. Dormitories & Apartments	1 space per unit
2. Offices	1 space per 200 s.f. of gross floor area
3. Places of assembly, including meeting rooms, schools and amusements	1 space per 100 s.f. of assembly area
4. Personal Services	1 space per 150 s.f. of gross floor area

WARRANTY DEED
Page Four

- (b) Loading Requirements. To be defined as space logically and conveniently located for pickups and/or deliveries and for loading and unloading, which is scaled to vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. In no case shall such space be less than 12 feet by 25 feet with 14 feet of height clearance, and such space shall have direct access to a street or alley.

Each permitted use having a gross floor area of 10,000 square feet or more and requiring receipt or distribution of materials or merchandise shall have at least one permanently maintained off-street loading/unloading space for the first 10,000 square feet and one additional space for each 20,000 square feet or fraction thereof of gross floor area above the first 10,000 square feet.

For uses with less than 10,000 square feet of gross floor area, which require loading/unloading space, sufficient receiving space shall be provided on the property so as not to hinder the movement of vehicles and pedestrians over a sidewalk, street or alley.

(F) Signs.

The following restrictions shall apply to the project area with regard to signs:

- (1) Only one identification sign shall be permitted for each use.
- (2) All signs shall be either non-illuminated or indirectly illuminated. Directly illuminated signs are prohibited.
- (3) No permitted identification sign shall exceed 100 square feet in area or one square foot in area for every foot of lot frontage, whichever is greater; provided, however, that no sign shall exceed 200 square feet maximum area.

(G) Obstruction of Vision at Street Intersections.

The following regulations shall apply to the project area:

- (1) Within the area formed by the rights-of-way lines of intersecting streets (a straight line connecting points on such rights-of-way at a distance of the required setback for the zoning district from their point of intersection, such connecting line extending beyond the points to the edge of pavement); there shall be a clear space with no obstruction to vision between the height of three feet and a height of ten feet above the average grade of each street as measured at the centerline thereof.
- (2) The requirements of this section shall not be deemed to prohibit any necessary retaining wall.
- (3) Trees shall be permitted in the clear space provided that foliage is cut away within the prescribed heights.
- (4) Lamp posts and street name signs shall be permitted.

WARRANTY DEED
Page Five

(H) Easements.

Whenever necessary for poles, electric lights, conduits, storm sewers, sanitary sewers, gas lines, water lines or other services, easements shall be granted to the City of Tallahassee.

(I) Site Design and Landscaping.

The entire property herein conveyed shall be developed as an overall architectural and urban design concept.

All areas not covered with buildings or surface treatment shall be landscaped with plants, grass, pedestrian walks and similar features and shall be maintained in reasonable condition. Changes in grade and landscaped areas shall be used to achieve an aesthetic compatibility between parking areas and buildings. The City of Tallahassee shall be the authority to determine whether or not this requirement has been met. All such landscaping and the landscaping originally provided by the City within street rights-of-way shall be maintained by the property owner.

(J) Approval of Plans.

It is vital to the success of a fully interrelated governmental, civic and university development that harmony exist close to the Capitol Center Complex and Florida State University. For this reason, it is particularly important that all structures, streets and open spaces of the varying land uses so relate to one another that a harmonious environment serving the needs of all can be created. To insure this result, the City of Tallahassee shall approve the design development plans and final construction plans prior to the start of construction. The purpose of this approval is to insure that the proposed development conforms to the standards set forth in this conveyance and to develop an architectural interrelationship between adjoining and nearby structures and open areas.

(K) No portion of said property, nor any contract relating to said property or its improvement, shall restrict said property on its use, lease or occupancy upon the basis of race, religion, color or national origin.

(L) The City of Tallahassee reserves the right to release, modify or amend any of the restrictions hereby imposed at any time.

WARRANTY DEED
Page Six

IN WITNESS WHEREOF, the Mayor of the City of Tallahassee has executed this instrument in the name of the City of Tallahassee, and the City Auditor and Clerk of said City has attested the execution thereof and affixed the official seal of the City hereto, all by the authority and under the direction of the City Commission of the City of Tallahassee, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Catarina L. Lee
Christella H. Strickland

CITY OF TALLAHASSEE

By: *James R. Ford*
JAMES R. FORD, Mayor

ATTEST:

By: *Herbert J. Seckel*
HERBERT J. SECKEL
City Auditor and Clerk

STATE OF FLORIDA)
COUNTY OF LEON)

I HEREBY CERTIFY that before me, the undersigned authority, this day personally appeared JAMES R. FORD and HERBERT J. SECKEL, to me well known and known to me to be the Mayor and City Auditor and Clerk, respectively, of the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida and the party named in and that executed the foregoing instrument of writing. And the said JAMES R. FORD, as Mayor of said City of Tallahassee, did acknowledge before me that he executed the foregoing instrument of writing for the uses and purposes therein set forth and that such execution by him was made freely and voluntarily, under and by the authority of the City Commission of said City; and the said HERBERT J. SECKEL, as City Auditor and Clerk of said City, did acknowledge and declare that he attested the corporate seal of said City thereto freely and voluntarily for and on behalf of said City and under the authority and by direction of the City Commission of said City, and that the seal affixed thereto is the seal of the City of Tallahassee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Tallahassee, Leon County, Florida, this 26th day of July, A.D., 1976.

Christella H. Strickland
Notary Public

My Commission Expires:
8-12-76

Notary Public, State of Florida at Large
My Commission Expires Aug 12, 1976
Issued by American Notary & Surety Co.

This Instrument Prepared by:
Bryan W. Henry, City Attorney
City of Tallahassee
Post Office Drawer 1049
Tallahassee, Florida 32302

CITY OF TALLAHASSEE

PARCEL III
PROPERTY DESCRIPTION

REC-799 PAGE 49

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 curve 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 of 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.

EXHIBIT

A

EXHIBIT B

Legal Description

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 128A 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 H

The Center Agreements

(see attached)

AMENDMENT AND AFFIRMANCE OF AGREEMENT
FOR FINANCING THE CONSTRUCTION OF THE
TALLAHASSEE-LEON COUNTY CIVIC CENTER.

1582011

THIS AMENDMENT AND AFFIRMANCE to the four-party Contract for the financing of the Tallahassee-Leon County Civic Center dated March 9, 1976, said Contract being by and between the Board of Regents of the State of Florida, the Tallahassee-Leon County Civic Center Authority, the City of Tallahassee, and the County of Leon.

WITNESSETH:

The parties hereto previously entered into a contract and agreement for financing the construction of the Civic Center in Tallahassee, Florida, bearing date of March 9, 1976, and of which this amendment shall become a part in order to update the program, contributions and costs of the project and for the affirmance of the other provisions contained in that agreement and to further carry out the change of circumstances and full intentions of the parties since executing that agreement.

Subsequent to the effective date of that agreement and following the completion of the design development, it was determined by the Authority that the available dollars were insufficient to fund the proposed program as contemplated therein. In order to provide additional funding, the Authority applied for and attained grant funds from the Economic Development Administration of the United States Department of Commerce in the sum of \$3,180,840 to be applied toward the design and construction of the contemplated project. Further, following the receipt of bids at the first bid letting, it was determined by the Authority that the available dollars were insufficient to fund the entire program, which required revisions therein, including the elimination of the theater. To assist in carrying out the program that was contemplated, with the elimination

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of the theater but to provide a functional and aesthetically pleasing facility for the City of Tallahassee and County of Leon, the Florida Legislature budgeted from general revenue a grant to the project in the sum of six million dollars, which is non-interest bearing.

Following the revision of the plans for the Center which included the elimination of the theater and reduction in materials and design of 1.5 million dollars, the second bidding process was completed and a low bid received.

The parties hereto acknowledge that the redesigned program is at this time complete and meets the requirements of the parties, the project would be fully funded and construction for Phase III of the project should commence.

The total cost of the project shall be borne as follows:

Cash to be furnished by the Board of Regents -	\$12,176,500
Land, cash and in kind services to be furnished by the City of Tallahassee -	5,950,000
Cash from Leon County -	5,950,000
Economic Development Administration Grant -	3,190,840
Grant from the State of Florida	<u>6,000,000</u>
Total	\$33,267,340

The low bid for the arena, exhibit hall and convention facilities of the Allen M. Campbell Company of Tyler, Texas, totals \$20,300,000, which said bid is within the monies available in the project including a proper contingency fund provided within the budget.

Attached to this Amendment to the Contract is a budget reflecting the costs of the project and allowance for use of funds available.

2.

By this Amendment, the City and County take this opportunity to carry out the provisions and intentions contemplated and provided for in the March 9, 1976 Agreement between these parties and for and in consideration of the Board of Regents having entered into the long term agreement with the Authority for the commitment of annual rentals for a period of forty (40) years and in order that there be assurance to the Authority that any operating deficit be funded, that ^{the City and} ~~they~~ ~~County~~ each agree to assume the payment of any annual operating expenses in excess of operating revenues up to the sum of \$125,000, which may include in kind contributions that may have been made by any governing body during the year.

Signed, sealed and delivered
in the presence of:

CITY OF TALLAHASSEE

Joseph D. Collins
Christopher Strickland

By: *Walter D. Hays*
Mayor

Attest: *Walter J. Lockett*
Auditor-Clerk

APPROVED AS TO FORM AND LEGALITY

David M. Hays
City Attorney

Signed, sealed and delivered
in the presence of:

LEON COUNTY

Nathan Lutz Kutz
Rita D. Stallings

By: *Walter D. Hays*
Chairman, Board of County
Commissioners

Attest: *Paul F. Hartsfield*
Clerk, Circuit Court

By: *Sam Hurst*
Sam Hurst, Deputy Clerk

3.

Si
In



(Corporate Seal)

Signed, sealed and delivered in the presence of: BOARD OF REGENTS
STATE UNIVERSITY SYSTEM

By: _____
Chancellor

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL
BOARD OF REGENTS

By: _____

4.

BUDGET

Tallahassee-Leon County Civic Center
Arena, Convention Center and Kitchen Alternate

September 7, 1978

FUNDING

City	\$ 5,950,000
County	5,950,000
State	18,176,500
Federal Grant	3,190,840
Total Project Funding	\$33,267,340

BUDGET

Phase I Excavation (net)	817,858
Phase II Piling (Base bid + C.O. I & 2)	1,654,671
Phase III General Construction	
Base Bid A	20,300,000
	20,300,000
Phase IV Arena Seats + alt. A	669,405
Phase V Furniture & Equipment (est.)	500,000
Phase VI Parking Budget Item	500,000
Total Construction	24,441,934
Fees & Administration	2,498,213
Land (State share of 6 acres)	225,801
*Contingency	2,760,591
Total DGS Funds	\$29,926,539
Land (except State share of 6 acres)	1,820,801
Prior Contributions	230,000
In-kind Services	1,290,000
Total Project Funding	\$33,267,340

*There is a disputed claim of \$1,400,872 filed by Raymond International, Inc. on the piling contract.

The above budget is prepared pursuant to the approval given by the Civic Center Authority on September 7, 1978. Provisions for parking and kitchen facilities will be determined by the Authority at a later date.

This Agreement between the Board of Regents of the State of Florida, the Tallahassee-Leon County Civic Center Authority (hereafter referred to as the Authority), the City of Tallahassee and the County of Leon, entered into this 9th day of March, 1976

WITNESSETH:

The subject of this agreement is the construction, financing, operation and use of a civic center in the City of Tallahassee to be known as the Tallahassee-Leon County Civic Center, hereafter referred to as the Civic Center.

The construction, operating and use of the Civic Center is authorized by Chapter 72-605, Laws of Florida, Acts of 1972, hereinafter referred to as the Act.

The Civic Center shall generally contain the facilities described in the Florida State University Building Program, Tallahassee-Leon County Civic Center study dated November 1975 and shall include but not necessarily be limited to the following:

An Arena seating 12,000 - 13,500; meeting and conference rooms for 1,000; an auditorium for 2,200; a main exhibition area; and a 1,000 space parking structure. These elements will be served by circulation/public areas, administrative offices, building services and various other ancillary spaces. There will also be two areas of undesignated space available for lease to appropriate parties. The total area of the enclosed facilities is 347,070 gross square feet plus the parking structure estimated at 350,000 gross square feet.

The City of Tallahassee, the Authority, Leon County and the Board of Regents shall cooperate as authorized by the Act in the financing of the Civic Center. Planning, development, construction, ownership and operation of the Civic Center is the responsibility and prerogative of the Civic Center Authority, in which the City, Leon County, the Board of Regents through Florida State University and Florida A&M University, and others participate and cooperate through their representatives. This agreement recognizes that the Department of General Services, State of Florida may be legally required to participate in construction supervision.

at the completion of which the Authority will assume full ownership and operational authority. If the Department of General Services is required by law to supervise construction, its fee shall not exceed one half of one percent of the original construction contract, plus or minus any change orders.

The total cost of the project shall not exceed \$24,076,500, estimated as follows:

Construction Estimate	\$16,740,450
Fees	1,217,630
Fixtures and Equipment	1,590,850
Contingency	1,042,570
Land Cost for Original Site Plus	
Contributed Land	1,595,000
Additional Land	600,000
Utility Relocation	<u>1,290,000</u>
Total	\$24,076,500

The cost of the Civic Center shall be generally financed as follows:

Cash to be furnished by the Board of Regents	\$12,176,500
Land and improvements to be furnished by the City of Tallahassee	2,135,000
Proceeds from Leon County Bonds for construction	5,950,000
Cash available from General Revenue Bond Anticipation Notes from the City of Tallahassee	<u>3,815,000</u>
Total	\$24,076,500

It is contemplated that the construction costs other than cash furnished by the Board of Regents and other than the previous land and improvements from the City of Tallahassee will be financed by the proceeds in the amount of \$5,950,000 from a General Fund Pledge Bond Issue by Leon County and the provision of \$3,815,000 in cash by the City of Tallahassee.

It is contemplated that the debt service on the Leon County Bond Issue will be paid by Leon County from its general fund and that the City of Tallahassee will issue General Revenue Bond Anticipation Notes in the amount required.

The objective of the County is that its Bonds be sold and delivered not later than November, 1976 and the objective of the City is to make funds available not later than November, 1976 and the City and County will adopt such documents and take such other proceedings as necessary and use their best efforts to accomplish a November, 1976 or earlier availability of funds.

It is contemplated that substantial use of the Civic Center facilities will be made by the Florida State University and Florida Agricultural and Mechanical University. In order to secure the long term use of the facilities by the two universities, the use of the Civic Center will be made available to the universities for a specified number of days each year for a period of 40 years. The parties will subsequently agree on a fair and reasonable charge for the use of the facilities by the Florida State University and Florida Agricultural and Mechanical University through an agreement between the Board of Regents and the Authority. Provided, however, any sum of money agreed to be paid annually by the Board of Regents for use of the facilities will be entirely dependant and contingent upon the Legislature of Florida making such appropriations as are necessary for such payments and also upon condition that it is understood by all parties that the Legislature of Florida is under no obligation and cannot be compelled to make such annual appropriations.

All parties are expected to provide the construction funds referred to in this agreement to the Authority on or about November 1, 1976 and the City of Tallahassee is expected to provide the land on or about November 1, 1976 to the Authority. Funds from all parties shall be provided prior to the letting of the construction contract.

The obligation of the Board of Regents under this agreement is subject to and contingent on the availability of funds lawfully appropriated by the Legislature of the State of Florida for this purpose.

Signed, sealed and
delivered in the presence of:

Carstones & Mallett
Christelle Strickland

CITY OF TALLAHASSEE

By: John R. Jones
Mayor
Attest: Robert J. Pickett
Auditor/Clerk

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
City Attorney

Signed, sealed and
delivered in the presence of:

James H. Sauls
Fred H. Williams

LEON COUNTY

By: Jack S. Miller
Chairman, Board of County
Commissioners
Attest: [Signature]
Clark, Circuit Court

Signed, sealed and
delivered in the presence of:

Tris L. Watson
Barbara J. Haring

TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY

By: Paul R. B. [Signature] (Corporate Seal)
Attest: Kim Waggoner
Its Secretary

Signed, sealed and
delivered in the presence of:

[Signature]
Fred H. Williams

BOARD OF REGENTS
STATE UNIVERSITY SYSTEM

By: E. J. Yonke
Chancellor

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL
BOARD OF REGENTS

By: _____

APPROVED AS TO FORM, BUT LEGALITY
SUBJECT TO EXECUTION BY ALL PARTIES
CHARLES E. MINGUS, JR., General Counsel
Florida Board of Education
By: (Signature) 3-4-76

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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into this 20th day of March, 2002, by and among the CITY OF TALLAHASSEE, a Florida municipal corporation ("City"); LEON COUNTY, a political subdivision of the State of Florida ("County"); the TALLAHASSEE - LEON COUNTY CIVIC CENTER AUTHORITY ("Authority"); and the FLORIDA BOARD OF EDUCATION ("FBOE").

WHEREAS, the Authority owns and operates the Tallahassee - Leon County Civic Center ("Civic Center"); and,

WHEREAS, the parties and the Board of Regents for the State of Florida ("BOR") entered into a certain Agreement, dated March 9, 1976, relating to the construction, financing, operation, and use of the Civic Center ("Agreement"), and subsequently entered into a certain Amendment and Affirmance of Agreement for Financing the Construction of the Tallahassee-Leon County Civic Center ("First Amendment"); and,

WHEREAS, the FBOE is the successor in interest to the BOR for purposes of the Agreement; and,

WHEREAS, the First Amendment provides that the City and the County agree to assume payment of any annual operating expenses in excess of operating revenues up to the sum of \$125,000 each; and the parties desire to amend the Agreement, and more specifically the First Amendment, with regard to such obligation and the manner in which such expenses and revenues are to be determined or calculated;

NOW THEREFORE, in consideration of the following mutual covenants and promises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City and the County agree to pay to the Authority the amount by which annual expenses of the Authority exceed annual revenues ("Annual Deficit") up to the sum of \$125,000 each, which payment may include in kind contributions that may have been made by any governing body during the year.
2. The terms "annual revenues" and "annual expenses", as used in Section 1 above, shall be defined to include all operating and non-operating revenues and expenses recognized for Business Type Activities -- Enterprise Funds under generally accepted accounting principles issued by the Governmental Accounting Standards Board. For purposes of calculating whether an Annual Deficit has occurred, and for purposes of submitting a billing to the City and County in regard to such Annual Deficit, such annual expenses shall not include any depreciation expense; however, the Authority may include in such expenses a charge for repair and replacement of plant and equipment in an amount equal to \$240,000 per year. Such amount may be changed by mutual agreement among the City, the County, and the Authority prior to the beginning of the fiscal year to which such change will apply.

3. In any year that an Annual Deficit occurs, the Authority shall provide to the City and County a billing and an "Over/Under Budget Report - Revenue/Expense" ("Budget Report") as of September 30 for the fiscal year then ended subject to the following:

- a. If the Budget Report and billing are submitted prior to the time that the Authority's independent auditor has prepared a report on the annual financial statements, the Budget Report shall be accompanied by an Attestation Examination Report to which the auditor has expressed an opinion on the accuracy of the Budget Report and compliance by the Authority with the Agreement and the First Amendment as amended hereby.

In the event that the City or County pays the Authority for amounts billed and the subsequently performed annual financial audit shows the Budget Report did not take into consideration additional adjustments to revenues or expenses as a result of work by the Authority's independent auditor, the Authority shall bill or promptly refund to the City and County such amounts as are calculated and documented by the Authority.

- b. If the Budget Report and billing are submitted at the time of, or subsequent to, issuance of a report by the Authority's independent auditor on the Authority's annual financial statements, the Authority shall submit a Budget Report as of September 30 for the fiscal year then ended for which the Authority has reconciled revenues and expenses shown in the Budget Report to the audited annual financial statements. In such event, the Authority agrees to provide such additional supporting information as the City or County may request and deem necessary to explain the reconciliation.

4. To provide for on-going receipt of information relating to Authority activities, the Authority agrees to provide to the City Manager and to the County Administrator a monthly Budget Report.
5. Each Budget Report shall show budgeted and actual revenues by major source and allowed expenses by major category to arrive at a calculated over or under budget amount for the period of the Budget Report. Additionally, the Budget Report shall distinguish normal Civic Center operations from any other significant financial agreement or arrangement between or among the Authority and any third party or parties existing at the time the particular Budget Report is submitted.
6. Except as specifically modified by this Amendment to Agreement, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be executed by their duly authorized representatives effective the date and year first written above.

CITY OF TALLAHASSEE

Attest:

Gary Herndon
Gary Herndon, City Treasurer-Clerk

By: Anita Favors
Anita Favors, City Manager

Approved as to form:

[Signature]
City Attorney



Attest:
Robert B. Inzer
Robert B. Inzer, Clerk of Circuit Court
By: [Signature]
Deputy Clerk



LEON COUNTY, FLORIDA

By: [Signature]
Chairman
Board of County Commissioners

APPROVED AS TO FORM:

[Signature]
County Attorney

TALLAHASSEE - LEON COUNTY
CIVIC CENTER AUTHORITY

By: Don Mills
Don Mills
(Type or print name and title of signatory)
Don Mills, Its Chairman

[Signature]
Witness as to Authority

[Signature]
Witness as to Authority

FLORIDA BOARD OF EDUCATION

By: C. W. Blackwell
C. W. Blackwell
(Type or print name and title of signatory)

[Signature]
Witness as to FBOE

Michelle Cheders
Witness as to FBOE

EXHIBIT I

Lease Agreement between Transferee as Landlord and Transferor as Tenant