

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS

SUBLEASE AGREEMENT

Sublease Number 2787-001

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into this ____ day of _____, 2010 ("Effective Date"), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION RECREATION AND PARKS hereinafter referred to as "SUBLESSOR", and NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not-for-profit corporation, its successors and assigns, hereinafter referred to as "SUBLESSEE".

WHEREAS, SUBLESSOR leases certain real property from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "TRUSTEES") under TRUSTEES' Lease No. 2787, for the purpose of operating and maintaining John U. Lloyd Beach State Park (hereinafter referred to as the "State Park") as a unit of Florida's State Park System, a copy of such lease is attached hereto as Exhibit "A" and made a part hereof (hereinafter referred to as the "Lease"); and

WHEREAS, SUBLESSEE operates the Nova Southeastern University Oceanographic Center (hereinafter referred to as the "Center") located on real property immediately adjacent to the State Park; and

WHEREAS, SUBLESSEE is undertaking the construction of improvements to the Center in part to expand the education and research programs it offers; and

WHEREAS, in connection with such improvements, SUBLESSEE has requested the use of certain lands in the State Park, more particularly described herein and hereinafter referred to as the "Subleased Premises"; and

WHEREAS, SUBLESSOR agrees to sublease the Subleased Premises to SUBLESSEE subject to the terms and conditions contained in this Sublease.

WITNESSETH:

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the Subleased Premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that fee simple title to the Subleased Premises is held by the TRUSTEES and that the Subleased Premises is currently managed by SUBLESSOR as part of John U. Lloyd Beach State Park under the Lease.

2. DESCRIPTION OF PREMISES: The Subleased Premises is situated in the County of Broward, State of Florida and is more particularly described in Exhibit "B" attached hereto and made a part hereof.
3. TITLE DISCLAIMER: SUBLESSOR does not warrant or guarantee any title, right or interest in or to the Subleased Premises.
4. SUBLEASE TERM: The term of this Sublease shall be for a period of fifty (50) years commencing on _____, and ending on _____, unless sooner terminated pursuant to the provisions of this Sublease.
5. PURPOSE: SUBLESSEE shall use and manage the Subleased Premises as part of and in conjunction with the operation of the Center, along with other related uses necessary for the accomplishment of this purpose. At no time during the term of this Sublease shall SUBLESSEE's use of the Subleased Premises generate income or revenue.
6. CONFORMITY: This Sublease shall conform to all terms and conditions of the Lease and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the Subleased Premises or any use thereof not in conformance with this Sublease. SUBLESSOR and the TRUSTEES shall not amend or otherwise modify the Lease which would cause SUBLESSEE's use of the Subleased Premises to conflict with the terms and conditions of the Lease or that would otherwise increase SUBLESSEE's obligations or reduce SUBLESSEE's rights under this Sublease.
7. QUIET ENJOYMENT AND RIGHT OF USE: Notwithstanding anything to the contrary contained in this Sublease, SUBLESSEE shall at all times have the right of ingress and egress to, from and upon the Subleased Premises, and the use of the Subleased Premises, for all purposes necessary to the full quiet enjoyment by SUBLESSEE of the rights conveyed herein.
8. ASSIGNMENT: Except as set forth in the last sentence of this paragraph, this Sublease shall not be assigned by SUBLESSEE in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES shall be void and without legal effect. Notwithstanding the foregoing, consent shall not be required in the event of merger, consolidation, or a transfer of all or substantially all of SUBLESSEE's assets as long as the assignee is another not-for-profit or government entity.
9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any

and all times (and with reasonable prior written notice) to inspect the Subleased Premises and the works and operations of SUBLESSEE in any matter pertaining to this Sublease. In connection with any such inspection, the TRUSTEES and SUBLESSOR shall not materially adversely interfere with SUBLESSEE's business operations.

10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All improvements placed on the Subleased Premises shall be constructed at the sole expense Of SUBLESSEE. Prior to initiating any construction activities on the Subleased Premises, SUBLESSEE shall submit to SUBLESSOR a site plan depicting the location of all improvements proposed to be placed on the Subleased Premises. SUBLESSEE shall obtain SUBLESSOR's written approval of the site plan prior to initiating any construction activities on the Subleased Premises. All improvements placed on the Subleased Premises by SUBLESSEE shall be consistent with the site plan approved by SUBLESSOR. All improvements which are not consistent with the approved site plan shall be approved by SUBLESSOR in writing prior to SUBLESSEE initiating construction. All removable equipment and improvements placed on the Subleased Premises by SUBLESSEE which do not become a permanent part of the Subleased Premises shall remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this Sublease or at any time prior to its termination.

11. INSURANCE REQUIREMENTS: During the term of this Sublease, SUBLESSEE shall procure and maintain commercial general liability insurance. The commercial general liability insurance coverage shall be in amounts not less than \$1,000,000 per person and \$2,000,000 per incident or occurrence for personal injury, death, and property damage on the Subleased Premises. The certificate of insurance for the commercial general liability policy shall name SUBLESSOR, the TRUSTEES, and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured the insurance policy required herein on the Effective Date of this Sublease and shall submit annually thereafter, written evidence of maintaining such insurance policy to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. After completing SUBLESSEE's initial improvements to the Subleased Premises as described in the Site Plan, SUBLESSEE shall promptly notify SUBLESSOR and the TRUSTEES of any future erection of any building or

other permanent structure on the Subleased Premises. SUBLESSEE shall be financially responsible for any loss due to failure to obtain the required insurance coverage, and SUBLESSEE's failure to maintain such policy in the amounts set forth shall constitute a breach of this Sublease. In the event SUBLESSOR procures and maintains commercial general liability insurance which covers the Subleased Premises, prompt written notification shall be afforded to SUBLESSEE.

12. INDEMNITY: SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless SUBLESSOR, the TRUSTEES and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the acts or omissions of SUBLESSEE, its agents, employees, contractors and invitees relating to this Sublease, except to the extent any claim arises out of or results from (i) the acts or omissions of SUBLESSOR, the TRUSTEES, or the State of Florida or any of their agents, employees, or contractors; (ii) any use by SUBLESSOR, its invitees, or members of the general public as set forth in Paragraph 39. of this Sublease or (iii) any breach of any term or condition of this Sublease by SUBLESSOR or the TRUSTEES.

13. PAYMENT OF TAXES, ASSESSMENTS, AND CONSTRUCTION LIENS: SUBLESSEE shall assume full responsibility for and shall pay taxes and assessments that accrue to the Subleased Premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind. SUBLESSEE shall pay all construction liens due to improvements made on the Subleased Premises by or on behalf of SUBLESSEE which may be hereafter lawfully imposed against the Subleased Premises.

14. NO WAIVER OF BREACH: The failure of either party to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Sublease by the other shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of either party of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by both parties.

15. TIME: Time is expressly declared to be of the essence of this Sublease.

16. BINDING EFFECT AND INUREMENT: This Sublease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a

consent by the TRUSTEES and SUBLESSOR to any assignment of this Sublease or any interest therein by SUBLESSEE.

17. NON-DISCRIMINATION: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Subleased Premises.

18. UTILITY FEES: SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind whatsoever during the term of this Sublease. SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Subleased Premises and for having all utilities turned off when the Subleased Premises are surrendered.

19. MINERAL RIGHTS: This Sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.

20. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this Sublease, and the TRUSTEES and SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this Sublease expires or is terminated, except that SUBLESSOR and the TRUSTEES may conduct an audit only once during a sublease year unless SUBLESSOR or the TRUSTEES has reason to believe that SUBLESSEE is in default hereunder. This Sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

21. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the Subleased Premises or the suitability of the Subleased Premises for any improvements. The Subleased Premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the Subleased Premises for the benefit of SUBLESSEE.

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

such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: State of Florida Department of Environmental Protection
Division of Recreation and Parks
Office of Park Planning MS 525
3900 Commonwealth Boulevard
Tallahassee, Florida 32399
Attention: Office Chief

SUBLESSEE: Nova Southeastern University, Inc.
3301 College Avenue
Fort Lauderdale-Davie, Florida 33314-7796
Attention: President

With a copy to: Nova Southeastern University, Inc.
3301 College Avenue
Fort Lauderdale-Davie, Florida 33314-7796
Attention: Vice President for Legal Affairs

With a mandatory copy to: Board of Trustees of the
Internal Improvement Trust Fund
c/o State of Florida Department of
Environmental Protection
Division of State Lands M.S. 130
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Tallahassee, Florida 32399

23. DAMAGES TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the Subleased Premises or as affecting said Subleased Premises or adjacent properties, any act which may result in damage to the Subleased Premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Subleased Premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE's failure to comply with this Paragraph 23., SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required

closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Subleased Premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE's such failure to comply, as may be necessary to bring the Subleased Premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this Sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE's obligations regarding indemnification and payment of costs and fees as set forth in Paragraphs 12. and 13. of this Sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies. SUBLESSOR acknowledges that SUBLESSEE may use hazardous substances in connection with its work at the Center and with respect thereto SUBLESSEE shall comply with all applicable laws and regulations.

24. SURRENDER OF PREMISES: Upon termination or expiration of this Sublease, SUBLESSEE shall surrender the Subleased Premises to SUBLESSOR. In addition, in the event no further use of the Subleased Premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 at least six months prior to the surrender of any or all of the Subleased Premises. Notification shall include a legal description, this Sublease number and an explanation of the surrender. Upon surrender of all or any part of the Subleased Premises or upon termination or expiration of this Sublease, all non-removable improvements, which become a permanent part of the Subleased Premises,

including both physical structures and modifications to the Subleased Premises, shall become the property of SUBLESSOR and the TRUSTEES. Prior to surrender of all or any part of the Subleased Premises, SUBLESSOR shall perform an on-site inspection and the keys to any building on the Subleased Premises shall be turned over to SUBLESSOR. If the improvements do not meet all conditions as set forth in Paragraph 34. herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE:

A. Should SUBLESSEE breach any of the covenants, terms, or conditions of this Sublease, SUBLESSOR shall give SUBLESSEE written notice to remedy such breach within sixty (60) days of receipt of such written notice. In the event SUBLESSEE fails to remedy the breach within sixty (60) days of receipt of written notice, or such longer period of time if SUBLESSEE is not able to cure the breach within such sixty (60) day period after exercising good faith diligent efforts to do so, and thereafter continues to exercise good faith diligent efforts until the cure is effectuated, but in no event shall the cure period exceed one hundred eighty (180) days. SUBLESSOR may terminate this Sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the uncured breach including, but not limited to, the cost of recovering the Subleased Premises and reasonable attorneys' fees. Should SUBLESSEE, at any time during the term of this Sublease file a voluntary petition in bankruptcy, suffer or permit to be filed against it an involuntary petition in bankruptcy (and the petition is not dismissed within ninety (90) days of filing) or institute a composition or an arrangement proceeding under Chapter 10 or 11 of the Bankruptcy Reform Act of 1978 as amended, or make any assignments for the benefit of its creditors, should a receiver or trustee be appointed for all or substantially all of SUBLESSEE'S property because of SUBLESSEE'S insolvency, and the said appointment not vacated within sixty (60) days thereafter; should SUBLESSEE'S subleasehold interest be levied on and the lien thereof not discharged within sixty (60) days after said levy has been made; should SUBLESSEE fail to comply with all governmental regulations, both state and federal within thirty (30) days after receipt of written notice of such failure then, in such event, and upon the happening of either or any of said events, SUBLESSOR shall have the right, at its discretion, to consider the same a default on the part of SUBLESSEE of the terms and provisions hereof, and, in the event of such default, SUBLESSOR shall have the option of either declaring this Sublease terminated, and the interest of SUBLESSEE forfeited, or maintaining this

Sublease in full force and effect and exercising all rights and remedies herein conferred upon SUBLESSOR. The pendency of bankruptcy proceedings or arrangement proceedings to which SUBLESSEE shall be a party shall not preclude SUBLESSOR from exercising either default option herein conferred upon SUBLESSOR. In the event SUBLESSEE, or the trustee or receiver of SUBLESSEE's property, shall seek an injunction against SUBLESSOR's exercise of either default option herein conferred, such action on the part of SUBLESSEE, its trustee or receiver, shall automatically terminate this Sublease as of the date of the making of such application, and in the event the court shall enjoin SUBLESSOR from exercising either option herein conferred, such injunction shall automatically terminate this Sublease.

B. Should SUBLESSOR breach any of the covenants, terms, or conditions of this Sublease, SUBLESSEE shall give SUBLESSOR written notice to remedy such breach within sixty (60) days of receipt of such written notice. In the event SUBLESSOR fails to remedy the breach within sixty (60) days of receipt of written notice, then in addition to other available remedies, SUBLESSEE may terminate this Sublease by written notice to SUBLESSOR.

26. FORCE MAJEURE: Neither party shall be liable to the other for its failure to perform or delay in the performance of any of its obligations under this Sublease due to fire, flood, windstorm, hurricane or any other natural disaster, civil strife, terrorism, war, scarcity of material or supplies, or any other cause, similar or dissimilar, beyond the reasonable control of the party. In any such case, the party suffering the force majeure event shall use reasonable efforts to perform as soon as reasonably possible.

27. SOVEREIGNTY SUBMERGED LANDS: This Sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Subleased Premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Subleased Premises including, but not limited to, mortgages or construction liens against the Subleased Premises or against any interest of the TRUSTEES and SUBLESSOR therein. In connection therewith, SUBLESSEE shall pay off, bond, or otherwise satisfy, any construction lien against the Subleased Premises imposed as a result of improvements done by or on behalf of SUBLESSEE.

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

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

31. ENTIRE UNDERSTANDING: This Sublease sets forth the entire understanding between the parties with respect to the matters covered herein, and shall only be amended by a written instrument duly executed by the parties with the prior written approval of the TRUSTEES.

32. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

33. SUBSUBLEASES: This Sublease is for the purposes specified herein and any subsubleases of any nature with respect to all or a part of the Subleased Premises are expressly prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the Subleased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved SUBLESSEE's Site Plan, keeping the Subleased Premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the Effective Date of this Sublease, ordinary wear and tear excepted.

35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this Sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either. In connection with this Sublease, SUBLESSOR shall comply with all applicable laws, regulations, ordinances, rules and codes.

36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this Sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
37. GOVERNING LAW: This Sublease shall be governed by and interpreted according to the laws of the State of Florida.
38. SECTION CAPTIONS: Articles, subparagraphs and other captions contained in this Sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Sublease or any provisions thereof.
39. SUBLESSOR'S USE OF THE SUBLEASED PREMISES: SUBLESSEE may give parking priority between 7:00 a.m. and 6:00 p.m. during weekdays (Monday - Friday) to its agents, employees, contractors, students and invitees to the Center. At all other times, SUBLESSEE agrees to allow visitors to the State Park to utilize parking spaces on the Subleased Premises concurrently with SUBLESSEE's use of the Subleased Premises on a first-come, first-served basis. Use of the Subleased Premises by visitors to the State Park shall be at no cost to visitors to the State Park or to SUBLESSOR.
40. IMPROVEMENTS IN THE STATE PARK: SUBLESSEE shall install certain energy-related improvements in the State Park within one year from the date of execution of this Sublease to reduce the State Park's dependence on external sources of electrical energy as identified in the energy sustainability plan attached hereto as Exhibit "C." The location and placement of all such improvements must be approved in advance by SUBLESSOR. The specific details and features of the energy sustainability plan may be modified by mutual written agreement of SUBLESSOR and SUBLESSEE. SUBLESSEE, at its sole cost and expense, shall maintain the three photovoltaic systems identified in the energy sustainability plan in a good condition of repair for a period of five years after installation, ordinary wear and tear excepted. In connection therewith, SUBLESSEE, its agents, employees and contractors shall have access to the State Park. SUBLESSEE shall have no responsibility for maintaining, repairing or replacing any of the other energy-related improvements that it installs in the State Park. SUBLESSEE shall not be responsible for maintaining any insurance coverage for the energy-related improvements it installs in the State Park, except for property insurance including windstorm and hail coverage which SUBLESSEE

shall maintain on the three photovoltaic systems identified in the energy sustainability plan for a period of five years from the date of execution of this Sublease.

41. USE OF XERISCAPE DESIGN: SUBLESSEE shall incorporate principles of xeriscape landscaping design in the construction of improvements of the Center and the construction of improvements on the Subleased Premises. Xeriscape design principles shall include the use of appropriate native plant materials, minimization of areas planted with turf grass, and installation of high-efficiency irrigation systems where supplemental watering is necessary.

42. TITLE RESTRICTIONS: SUBLESSEE acknowledges that the Warranty Deed from Broward County, Florida, to the TRUSTEES, a copy of which is attached hereto as Exhibit "D" contains a reversionary interest in favor of Broward County, Florida, which provides that title to the Subleased Premises shall revert to Broward County, Florida, if the Subleased Premises are abandoned or cease to be used for recreational purposes as administered by SUBLESSOR in accordance with its rules and regulations for a period of one year. SUBLESSOR and SUBLESSEE also acknowledge that Broward County, Florida has executed an acknowledgment and agreement in favor of the TRUSTEES, SUBLESSOR and SUBLESSEE providing that SUBLESSEE's use of the Subleased Premises as permitted herein shall not be deemed to violate the restrictions contained in the Warranty Deed, a copy of such acknowledgement and agreement is attached hereto as Exhibit "E" and made a part hereof.

43. ADMINISTRATIVE FEE: SUBLESSEE shall pay the TRUSTEES an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this Sublease and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this Sublease, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

44. OPERATING AGREEMENT: An operating agreement between SUBLESSOR and SUBLESSEE shall be developed within one year of the execution of this Sublease. The operating agreement shall address those operational issues that could potentially affect the management of the State Park, including, but not limited to, entrance fees, traffic circulation and access to the State Park by visitors and employees of the Center.

45. APPROVALS AND CONSENTS: All approvals and consents required by the SUBLESSOR and TRUSTEES shall not be unreasonably withheld or delayed.

46. TRUSTEES' CONSENT: The TRUSTEES shall consent to this Sublease for the purpose of acknowledging its approval of and agreement to the terms and conditions of this Sublease.

47. SUBLESSEE'S TERMINATION RIGHT: Provided that the energy-related improvements referenced in Paragraph 40. of this Sublease have been installed, then in addition SUBLESSEE's termination rights provided elsewhere in this Sublease and under the law, SUBLESSEE shall have the right to terminate this Sublease at any time by providing ninety (90) days prior written notice to SUBLESSOR. However, if SUBLESSEE so terminates this Sublease under this Paragraph 47. within the first five (5) years of the term, then SUBLESSEE's obligations under Paragraph 40. of this Sublease to maintain and insure such improvements shall survive the termination.

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

Witness By: _____ (SEAL)

Print/Type Witness Name Print/Type Name

Witness Title: _____

Print/Type Witness Name "SUBLESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ as _____, on behalf of Division of Recreation and Parks, State of Florida Department of Environmental Protection. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Nova Southeastern University, Inc., a
Florida not-for-profit corporation

By: _____

(SEAL)
Witness

Print/Type Witness Name

Print/Type Name

Witness

Title: _____

(Corporate Seal)
"SUBLESSEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ as _____ of Nova Southeastern University, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:
Commission Expires:

Consented to by the TRUSTEES on this ____ day of _____, 2010.

By: _____ (SEAL

)

GLORIA C. BARBER, OPERATIONS AND MANAGEMENT
CONSULTANT MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, as agent for and acting on

behalf

of Board of Trustees of the Internal
Improvement Trust Fund of the State of
Florida

Approved as to Form and Legality

By: _____
DEP Attorney