

**AMENDED AND RESTATED FLORIDA STATE UNIVERSITY DEVELOPMENT RESEARCH
CHARTER SCHOOL STUDENT RESERVATION AGREEMENT**

WHEREAS, FLORIDA STATE UNIVERSITY SCHOOLS, INC. ("FSUS Inc.") and THE ST. JOE COMPANY ("St. Joe") entered into that certain Florida State University Development Research Charter School Student Reservation Agreement on August 24, 2000 (the "Agreement"); and

WHEREAS, the parties in performing their obligations under the Agreement have determined that certain provisions of the Agreement require modification; and

NOW THEREFORE, the parties hereby amend and restate the Agreement as follows.

I. Preamble. FLORIDA STATE UNIVERSITY SCHOOLS, INC. ("FSUS Inc."), a Florida corporation not for profit, has been granted a Charter by the Florida State University to operate a developmental research charter school ("DRCS") pursuant to Section 228.056(4)(e), Florida Statutes. THE ST. JOE COMPANY ("St. Joe"), a Florida corporation, is the developer of a residential community in Leon County, Florida, known as Southwood ("Southwood").

FSUS Inc. shall establish and operate the DRCS in Southwood beginning the 2001-02 school year, unless the developer has not met the date for substantial completion of the DRCS project. The DRCS shall have a capacity for at least 1,600 students (the capacity for each such student is hereinafter referred to as a "seat") in grade levels Kindergarten through twelfth. The parties hereto, and other entities, have heretofore set forth their respective understandings and agreements and have undertaken activities with respect to accomplishing the acquisition of real property for the DRCS, and the chartering, design, construction, and financing of the DRCS.

In return for St. Joe's support and assistance of the DRCS, as described herein, FSUS Inc. agrees to reserve seats to be used by persons who are qualified to use such seats, in accordance with the criteria set forth in Section II(b) below (individually a "Southwood student" or collectively "Southwood students"), and the parties hereby set forth their mutual understandings and agreements with respect thereto.

II. Southwood Students. (A) Reservation total; grade level apportionment; admission rules. FSUS Inc. shall reserve, for Southwood students at least the number of seats (“Southwood seats”) specified in the following table (“Minimum Reserved Seats”):

Minimum Reserved Student Seats						Final Student
School Year	2000/01	2001/02	2002/03	2003/04	2004/05	Seats
Elementary (K-5)	0	48	84	120	160	160
Middle (6-8)	0	64	112	160	180	180
High School (9-12)	0	48	84	120	160	160
Southwood Student Seats Over Prior Year		160	120	120	100	500
Total Southwood Student Seats	0	160	280	400	500	

Except as the parties hereto otherwise agree in writing, the Southwood seats shall be apportioned among three grade level groups as follows:

1. Kindergarten through fifth grade (K-5): 32%;
2. Sixth grade through eighth grade (6-8): 36%;
3. Ninth grade through twelfth grade (9-12): 32%.

FSUS Inc. shall accept each Southwood student for a Southwood seat up to the Minimum Reserved Seats open for the respective grade level grouping irrespective of the grade level of an individual incoming Southwood student. FSUS Inc. shall not restrict enrollment of a Southwood student by any means or according to any criteria other than by grade level grouping; provided, however, a Southwood student shall otherwise be required to abide by school rules and regulations, including but not limited to payment of a student activity fee and such other fees and assessments, required by school policy for all students.

(B) Eligibility and verification. Subject to the enrollment limitations and other limitations and conditions provided for herein, a Southwood seat shall be available to the child of a person who:

1. owns a lot or home in the residential community of Southwood and is a member in good standing of the Southwood Residential Community Association, Inc.; or

2. has contracted with St. Joe to purchase a lot or home in the residential community of Southwood with an anticipated closing date prior to the end of the current school year. In the event the person is no longer a party to the contract for purchase, or if the contract for purchase has been terminated for any reason, the child shall no longer be eligible to be a Southwood student or for continued enrollment in a Southwood seat, and St. Joe may thereafter reissue that seat to another eligible Southwood student.

St. Joe shall verify eligibility under the terms and conditions of this Agreement prior to enrollment of a Southwood student into a Southwood seat. Southwood seats shall be filled on a first-come, first-served basis, as documented by Southwood, and in conformance with Board policy regarding students and such seats. Evidence of the “first-come, first-served” basis of selection shall be provided to the Board at the time a student is designated to fill a Southwood seat. Except as provided herein pursuant to the provisions of Section III, herein, FSUS Inc. shall not enroll into a Southwood seat any student other than a Southwood student eligible for a Southwood seat.

(C) Demographic or other enrollment balance. Except as otherwise provided herein in Section III.(C) relating to exceeding the adjusted annual allotment, FSUS Inc. shall maintain any required demographic or other enrollment balance or minimum requirement with respect to the overall DRCS student population through enrollment criteria and adjustments to student seats other than Southwood seats. St. Joe shall assist FSUS Inc. in the admissions process as it relates to Southwood residents by sharing demographic or other relevant information it has in its possession concerning the Southwood community and its residents.

III. Ramp Up Phase. (A) Establishment, duration, and initial annual allotment. There shall be a ramp up phase (“Ramp Up Phase”) during which time less than all Minimum Reserved Seats have been filled with Southwood students. The Ramp Up Phase shall continue until all 500 Southwood seats

are filled with eligible Southwood students, at which time the provisions of this section shall no longer apply.

(B) Adjustment to annual seat allotment. During the Ramp Up Phase, FSUS Inc. and St. Joe may agree in writing to adjust the annual Southwood seat allotment by grade level grouping to a level which totals less than the Minimum Reserved Seats, which agreement shall not be unreasonably withheld. Any adjustment which reduces the annual Southwood seat allotment during the Ramp Up Phase shall not constitute a reduction in the number of permanent Southwood seats.

(C) Exceeding annual allotment or adjusted annual allotment. If at any time the number of students eligible for enrollment into Southwood seats exceeds either the Minimum Reserved Seats or the Minimum Reserved Seats for a grade level group, FSUS Inc. shall authorize enrollment by the excess Southwood students to the extent that seats are available, and subject to any required demographic or other enrollment balance or minimum requirement with respect to the overall DRCS student population.

(D) Temporary increase or decrease in seat allotment. During the Ramp Up Phase, St. Joe may elect to increase or decrease temporarily a portion of the initial annual Southwood seat allotment or adjusted annual Southwood seat allotment. In such event, by March 1 of each year of the Ramp Up Phase, St. Joe may notify FSUS Inc. in writing of its request to increase or decrease the Southwood seat allotment for the ensuing school year. The written notice shall specify the requested increase or decrease in the Southwood seat allotment by grade level grouping, and the resulting adjusted Southwood seat allotment for the coming year, as well as any resulting adjustment to the annual Southwood seat allotment for subsequent school years.

1. Temporary increase in seat allotment. During the Ramp Up Phase, in the case of a requested increase in the Southwood seat allotment as provided for herein, FSUS Inc. shall advise St. Joe in writing, within 30 days of its receipt of St. Joe's written notice requesting an increase, of the availability of seats to implement St. Joe's requested increase in the Southwood seat allotment. FSUS Inc. shall provide additional seats for the ensuing school year, if available, and if such seats can be

accommodated within its demographic balancing requirements, up to the permanent 500 Southwood seats.

2. Temporary decrease in seat allotment. During the Ramp Up Phase, in the case of a requested decrease in the Southwood seat allotment as provided for herein, FSUS Inc. shall advise St. Joe in writing, within 30 days of its receipt of St. Joe's written notice requesting a decrease, that FSUS, Inc. shall implement St. Joe's requested decrease in the Southwood seat allotment by accepting a released seat. In such event, FSUS, Inc. shall accept a released set, and shall have the right to fill the released seat with a non-Southwood student until the non-Southwood student has completed the highest grade in the respective grade level grouping to which the non-Southwood student is enrolled, to the maximum number of years for that grade level grouping, as follows:

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|-----|---|--------------|
| (a) | Kindergarten through fifth grade (K-5): | Six years; |
| (b) | Sixth grade through eighth grade (6-8): | Three years; |
| (c) | Ninth Grade through twelfth grade (9-12): | Four years. |

(E) Additional adjustment of annual allotment. By June 1 of each year during the Ramp Up Phase, St. Joe may notify in writing FSUS Inc. of a requested increase or decrease of not more than 20% in the Southwood seat allotment or adjusted Southwood seat allotment for the ensuing school year by grade level group. In the event of an increase, FSUS Inc. shall make a good faith attempt to accommodate the requested adjustment to the Southwood seat allotment. In the case of a decrease in seat allotment, FSUS Inc. shall accept the seats and shall make a good faith attempt to fill the seats with non-Southwood students for the ensuing school year.

IV. Capital Funding Payment. (A) Filling allotted seats; notification of shortfall; payment. FSUS Inc. shall make a good faith attempt to fill the allotted Southwood seats with Southwood students by the commencement of each school year. FSUS Inc. shall notify St. Joe in writing of any shortfall in enrollment in the allotted Southwood seats by Southwood students, by grade level grouping, no later than the end of the third week of each school year. FSUS Inc. shall provide in such written notice a request for

payment by St. Joe of an amount equal to the capital funding applicable to each of the empty Southwood seats. The capital funding payment ("Capital Funding Payment") by St. Joe for each seat shall be equal to the amount of capital funds that would otherwise have been provided by the State of Florida if the seat had been filled for the school year. St. Joe shall deposit its Capital Funding Payment with FSUS Inc., which payment shall be retained by FSUS Inc. in a separate capital account. The deposit by St. Joe shall be made within 15 business days following its receipt of a written request by FSUS, Inc. for St. Joe's Capital Funding Payment, but in no event later than September 30 of any school year.

(B) Filling Southwood seats after Capital Funding Payment; rebate. FSUS Inc. shall make a good faith attempt in each school year to fill empty Southwood seats with Southwood students following the Capital Funding Payment by St. Joe. St. Joe shall be rebated any Capital Funding Payment for each empty seat when such seat is subsequently filled by a Southwood student and for which capital funds are received from the State of Florida during that school year. Such funds shall be rebated to St. Joe within 15 business days of receipt of those funds to the credit of FSUS Inc.

(C) Requested reduction following Capital Funding Payment. St. Joe may request in writing to FSUS Inc. a reduction of its allotted Southwood seats following the Capital Funding Payment by St. Joe. In that event, FSUS Inc. shall make a good faith attempt to fill the empty Southwood seats with non-Southwood students. St. Joe shall be rebated any Capital Funding Payment for each empty seat when such seat is subsequently filled by a non-Southwood student and for which capital funds are received from the State of Florida during that school year. Such funds shall be rebated to St. Joe within 15 business days of receipt of those funds to the credit of FSUS Inc. The seats so filled shall be deemed a temporary release of seats and shall be governed by the provisions of Section III.(D) herein, subject to their reclassification as Southwood seats in the following school year.

V. Excess Southwood Students. (A) Waiting list. St. Joe shall maintain a separate waiting list of eligible Southwood students if there are more Southwood students eligible for enrollment than

there are available seats. The list of verified, eligible students along with their age and grade level, if applicable, shall be filed with the Board quarterly.

(B) Filling seats from waiting list. If at any time the total number of Southwood students enrolled at the DRCS is less than 500, FSUS Inc. shall notify St. Joe of this fact and St. Joe shall notify FSUS, Inc. of the students from the waiting list which are allowed to fill such available seats. Southwood seats shall be filled from the waiting list on a first-come, first-served basis and in conformance with Board policy regarding students and such seats.

VI. Temporary Overflow Classroom Space. If the number of Southwood students eligible for enrollment exceeds the Minimum Reserved Seats or the annual allotment or adjusted allotment of Southwood students, or in the event St. Joe projects that the number of eligible Southwood students will exceed the Minimum Reserved Seats in the ensuing school year, St. Joe may in writing request FSUS Inc. to increase the capacity of the school on a temporary basis. If temporary classroom space is requested and approved by FSUS Inc., St. Joe and FSUS Inc. each shall contribute an agreed-upon amount to cover the costs of providing such temporary classroom space. In the event that a temporary increase in the capacity of the school is made, FSUS Inc. shall provide no less than 33% of the number of seats resulting from the increase in capacity of the DRCS to Southwood students on the same enrollment basis as other Southwood students, other than those students enrolled as provided herein in Section III.(C) for which FSUS Inc. has enrolled subject to any required demographics or other enrollment balance or minimum requirement with respect to the overall DRCS student population. If temporary space is provided to allow for the increase in the capacity of the DRCS as provided in this section, FSUS Inc. and St. Joe shall negotiate to provide a permanent increase to the capacity of the DRCS, either on-site or off-site.

VII. Increase in Capacity of DRCS. If at any time FSUS Inc. increases the capacity of the DRCS to a number greater than 1600 students other than on the temporary basis as provided in Section VI. herein, St. Joe shall have the option to increase the Minimum Reserved Seats by an amount up to 33% of the number of seats resulting from the increase in capacity of the DRCS.

VIII. Assignment of Rights. St. Joe may assign its rights to a third party, to a community association, or to a successor developer of the Southwood community, subject to the approval of FSUS Inc., which approval shall not be unreasonably withheld. In the event of such assignment, the third party or successor developer shall assume all of St. Joe's obligations with respect hereto.

THE FLORIDA STATE UNIVERSITY SCHOOLS,
INC.

By: Robert D Broome

Its: FSUS INC. BOARD CHAIR

Date: 4-28-06

THE ST. JOE COMPANY,
a Florida corporation,

By: St. Joe Towns & Resorts, L.P.
St. Joe/Arvida Company, L.P.,
its authorized agent

By: St. Joe/Arvida Company, Inc.,
its managing general partner

By: [Signature]

Its: Vice President

Date: 7/26/06

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August 3, 2006

By U.S. Mail

Mr. Robert D. Broome
Board Chair
Florida State University Schools, Inc.
3000 School House Road
Tallahassee, FL 32311

Mr. Jesse Jackson
Director
Florida State University Schools, Inc.
3000 School House Road
Tallahassee, FL 32311

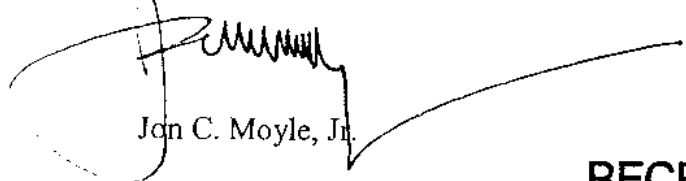
RE: Amended and Restated Florida State University
Development Research Charter School Student Reservation Agreement

Dear Bob and Jesse:

Enclosed is a copy of the fully executed Amended and Restated Florida State University Development Research Charter School Student Reservation Agreement. I have retained the original in my file.

If you have any questions or need any additional information, please let me know.

Sincerely,



Jon C. Moyle, Jr.

JCMJ/pg
Enclosure
cc: Jessie L. Brown, w/enc.

RECEIVED
AUG 08 2006
FSUS, INC