



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

REVISED

University of Central Florida
Board of Trustees Meeting
May 18, 2017
FAIRWINDS Alumni Center
Agenda
8:15 a.m. – 4:00 p.m.
Lunch 12:00 p.m.
800-442-5794, passcode, 463796

COMMITTEE MEETINGS

8:15 – 9:15 a.m.	Advancement, Clarence Brown, Chair
9:15 – 10:15 a.m.	Educational Programs, Robert Garvy, Chair
10:15 – 11:00 a.m.	Compensation and Labor, John Sprouls, Chair
11:00 a.m. – 12:00 p.m.	Finance and Facilities, Alex Martins, Chair

BOARD MEETING 1:00 – 4:00 p.m.

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| 1. | Welcome and call to order | Marcos Marchena, Chairman |
| 2. | Roll call | Rick Schell, Associate Corporate Secretary |
| 3. | Public comment | Rick Schell |
| 4. | Minutes of March 16, 2017, meeting | Chairman Marchena |
| 5. | Remarks and introductions | John C. Hitt, President |
| 6. | Reports | |

INFO-1	Information	UCF Collective Impact Institutionalization Update (A. Dale Whittaker, Provost and Executive Vice President, and Dr. Lisa Jones, Associate Provost for Strategy and Special Assistant to the President)
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INFO -2	Information	UCF Brand (Grant Heston, Vice President for Communications and Marketing)
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| 7. | Advancement Committee report | Chair Brown |
| 8. | Audit and Compliance Committee report | Beverly Seay, Chair |

9. Compensation and Labor Committee Chair Sprouls report
10. Educational Programs Committee report Chair Garvy
11. Finance and Facilities Committee report Chair Martins
 - FF-1** Approval Revision to University Regulation UCF-6.007 Traffic and Parking Regulation and Enforcement, and University Regulation UCF-6.008 Vehicle Registration Fees; Parking Violation Fines (William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer)
 - FF-2** Approval Amendments to University Tuition and Fee Regulation UCF-9.001 (Merck)
 - FF-3** Approval 2017-18 University Operating Budget (Merck)
 - FF-4** Approval 2017-18 Capital Outlay Budget (Merck)
 - FF-5** Approval UCFAA Line of Credit Increase (Merck)
 - FF-6** Approval Amendment to Agreement Between UCF and ICAMR (Merck)
 - FF-7** Approval Amendment to Florida Advanced Manufacturing Research Center Agreement and Lease (Merck)
12. Nominating and Governance Committee report William Yeargin, Chair
13. Strategic Planning Committee report Chair Brown
14. Consent Agenda Chairman Marchena
 - AUD-1** Approval Amendment to University Regulation UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment (Youndy Cook, Deputy General Counsel)
 - CL-1** Approval Eighth Amended and Restated Employment Agreement for President Hitt (Sprouls)
 - CL-2** Approval Amendment to University Regulation UCF-3.0032 Additional Compensation for UCF Employees (Sprouls)

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|-----|-------------------------------|-------------|---|
| | EP-1 | Approval | 2017 Tenure Recommendations (A. Dale Whittaker, Provost and Executive Vice President) |
| | EP-2 | Approval | Tenure with Hire (Whittaker) |
| | EP-3 | Approval | 2017-18 UCF Work Plan (Whittaker) |
| | FF-8 | Approval | Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan (Merck) |
| | FF-9 | Approval | University Depositories (Merck) |
| | FF-10 | Approval | Proposed Building Name Changes (Merck) |
| | FF-11 | Approval | Acquisition of Property for Partnership IV, Part II (Merck) |
| 15. | New business | | Chairman Marchena |
| | INFO-3 | Information | Board Committee and Direct Support Organization Assignments (Marchena) |
| 16. | Announcements and adjournment | | Chairman Marchena |
| | Upcoming meetings and event | | |
| | Board of Governors meeting | | June 20-22, 2017
(University of South Florida) |
| | Board of Trustees meeting | | July 20, 2017
(Live Oak Center) |

**Minutes
Board of Trustees Meeting
University of Central Florida
March 16, 2017**

Chairman Marcos Marchena called the meeting of the Board of Trustees to order at 1:00 p.m. in the *FAIRWINDS* Alumni Center on the UCF Orlando campus.

Marchena reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Marchena welcomed the board members and called on Rick Schell, Associate Corporate Secretary, to call the roll. Schell determined that a quorum was present.

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Ken Bradley, Clarence Brown, Joseph Conte, Ray Gilley, Keith Koons, Beverly Seay, David Walsh, and William Yeargin. Trustees Alex Martins and John Sprouls attended via teleconference.

PUBLIC COMMENT

There were no requests for public comment.

MINUTES

Marchena called for approval of the January 13, 2017; February 15, 2017; and February 24, 2017; meeting minutes, which were approved.

Marchena indicated that President John C. Hitt was not feeling well and that A. Dale Whittaker, Provost and Executive Vice President, would give his report. Marchena called on Whittaker for remarks and introductions.

REMARKS

Whittaker thanked Trustee Garvy and his family for their generous gift to create the Garvy Center for Student-Athlete Nutrition.

Whittaker announced that marketing has begun for Legacy Pointe at UCF, the university's retirement community planned for the McCulloch and Old Lockwood Roads area.

INTRODUCTIONS

Whittaker congratulated the following students, faculty, and staff members for their accomplishments.

A. Order of Pegasus–Class of 2017

The Order of Pegasus is the highest recognition the university gives to outstanding graduating seniors and graduate students who have demonstrated exemplary involvement, leadership, academic achievement, and community service.

Doctoral Degree:

Jacqueline Babb, College of Medicine
Emily Herrington, College of Science
Madeline Marks, College of Sciences

Master's Degree:

Whitney Watkins, College of Education and Human Performance

Bachelor's Degree:

Sandeep Bala, College of Medicine
Austin Burns, College of Medicine
Lauren Gandy, College of Sciences and College of Arts and Humanities
Barbara Mendez-Campos, College of Health and Public Affairs
Catherine Ninah, College of Engineering and Computer Science
Rima Suleiman, College of Sciences

B. Faculty

Marcy Verduin, Associate Dean for Students and Professor of Psychiatry in the College of Medicine, was recently elected to serve a three-year term as a member of the Board of Regents for the American College of Psychiatrists. This is an honorary society for psychiatrists who have demonstrated excellence in the field of psychiatry and have achieved national recognition in clinical practice, research, academic leadership, or teaching.

Paula Kohler, Executive Director of the Florida Center for Students with Unique Abilities and Professor of Exceptional Education, was recently awarded the national Patricia L. Sitlington Research Award. This honor is given by the Division on Career Development and Transition to an individual who has contributed to the field of transition through a body of research in the field.

A University of Central Florida team of scholars, led by Amelia Lyons, has been awarded a \$290,000 contract from the National Cemetery Administration, an agency of the Veterans

Administration. Lyon's team will bring the stories of veterans that are buried in the Florida National Cemetery to life for a new generation of students. UCF is one of three universities across the nation selected to launch the NCA's Veterans Legacy Program.

The University of Central Florida was ranked number 19 in LendEDU's study on the Top 50 College Financial Literacy Programs. Alicia Keaton, Director of Student Financial Assistance; with Karemah Manselle, Associate Director; and Yee Lui, Assistant Director; are credited for the work that has led the university to become a leader in the field of student financial literacy.

C. Employees of the Month

The Employee of the Month for November was Angela Leary, an administrative assistant at the Regional Campus in Daytona.

The Employee of the Month for January was Josefina Rosario, a senior admissions specialist in the Office of Undergraduate Admissions.

OLD BUSINESS

Marchena called on Deborah German, Vice President for Medical Affairs and Dean of the College of Medicine, who presented a report on the UCF Lake Nona Medical Center.

Marchena presented the following item for the board to approve. Trustee Bradley recused himself due to a potential conflict of interest.

- BOT-1 The UCF Lake Nona Medical Center—A motion was made and passed with 11 votes for and Bradley abstaining, approving the name of UCF Lake Nona Medical Center.

Marchena presented the following item separately for the board to approve. Trustee Bradley recused himself due to a potential conflict of interest.

The Prime Lease between the University of Central Florida and UCF Academic Health, Inc., a direct support organization—A motion was made and passed with 11 votes for and Bradley abstaining, ratifying the Prime Lease between the University of Central Florida and UCF Academic Health, Inc.

Marchena presented the following items together for the board to ratify. Trustee Bradley recused himself due to a potential conflict of interest. A motion was made and passed with 11 votes for and Bradley abstaining, ratifying the following four agreements:

The Second Amended and Restated Limited Liability Company Agreement of Central Florida Health Services, LLC between UCF Academic Health, Inc. and Columbia Park Healthcare System, Inc.;

The Development Agreement by and among UCF Academic Health, Inc., a direct support organization of the University of Central Florida and its College of Medicine, Columbia Park Healthcare System, Inc., Central Florida Health Services, LLC, and a Development Manager;

The Ground Sublease by and between UCF Academic Health, Inc. and Central Florida Health Services, LLC; and

The Management Agreement by and between Central Florida Management Services, LLC and Central Florida Health Services, LLC.

A motion was made and passed with 11 votes for with Bradley abstaining, ratifying all four agreements.

Marchena presented the following item for the board to approve. Trustee Bradley recused himself due to a potential conflict of interest.

Delegation of authority to the president and chairman jointly who would have to agree to any minor modifications that might be necessary to any of the agreements—A motion was made and passed with 11 votes for and Bradley abstaining, approving the delegation of authority to the president and chairman, and with the stipulation that they must concur with any minor modifications that might be necessary to any of the agreements.

REPORTS

Marchena called on Julie Stroh, Senior Associate Vice President for Alumni Engagement and Annual Giving, who introduced Helen Stubbs, senior consultant with Gallup, who gave a presentation on the following.

- INFO-1 UCF Gallup Presentation

ADVANCEMENT COMMITTEE REPORT

Clarence Brown, Chair of the Advancement Committee, reported the highlights from the committee meeting held earlier in the day.

- Michael Morsberger, Vice President for Alumni Relations and Development and CEO, UCF Foundation, presented three namings of facilities in recognition of the gifts made by the donors. He provided an update on the progress of the IGNITE campaign, including the \$5 million commitment by Ken Dixon approved by the board last month. His team is nearing the \$300 million mark in the campaign, the fiscal year's target for attainment. Morsberger reported on the campaign roll-out events in Atlanta and Washington, D.C. He reported that more than 2,000 faculty and staff members participated in the *I Believe* campaign fundraiser with a collective commitment of over \$1 million in support to UCF.

- Dan Holsenbeck, Senior Vice President for University Relations, reported on congressional and legislative activities, including the proposed state budget. He informed the board that March 28, 2017, is designated as UCF Day at the Capital.
- Grant Heston, Vice President for Communications and Marketing, provided an update since the board's decision in late 2015 not to participate in the WUCF TV spectrum auction. He showed a video about the UCF Gather luncheon that was held on campus in February.

Brown presented the following items for board approval.

- ADV-1 Naming of the John Euliano Park—A motion was made and unanimously passed by the board to approve naming the baseball stadium as John Euliano Park.
- ADV-2 Naming of the Garvy Center for Student-Athlete Nutrition—A motion was made and passed by the board, with Garvy abstaining due to a potential conflict, to approve naming the center for student-athlete nutrition the Garvy Center for Student-Athlete Nutrition.
- ADV-3 Naming of the Dr. Phillips Academic Commons—A motion was made and unanimously passed by the board to approve naming of the Dr. Phillips Academic Commons at UCF Downtown.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Robert Garvy, Chair of the Educational Programs Committee, reported the highlights from the committee meeting held earlier in the day.

- A. Dale Whittaker, Provost and Executive Vice President, reported on the Conferral of Degrees at the Spring 2017 commencement ceremonies on May 4, 5, and 6.
6,664 baccalaureate degrees
1,112 master's degrees
163 doctoral and specialist degrees
7,939 Total
- Maribeth Ehasz, Vice President for Student Development and Enrollment Services, and DeLaine Priest, Associate Vice President for Student Development and Services, presented the 2019-20 Academic Calendar, which was approved by the committee and the provost. The calendar will be submitted to the Board of Governors for final approval.
- Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies, and Elizabeth Dooley, Dean of the College of Undergraduate Studies and Vice Provost for Teaching and Learning, presented information on four new degrees.
 - Ph.D. in Big Data Analytics
 - Ph.D. in Integrative Anthropological Sciences

- B.A. and B.S. Degrees in Nonprofit Management
 - B.S. Degree in Environmental Studies
- Whittaker and M. Paige Borden, Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management, reviewed the 2015-16 UCF Annual Accountability Report required by the Board of Governors. They sought approval, if necessary, to include non-material data that is yet to be supplied by the staff of the Board of Governors.
- Borden reported on the Classification of Instructional Programs (CIP) code changes.
- Borden reported on the New Instructional Site-Valencia College East and the university's plans to expand its partnership with Valencia College by adding criminal justice programming at the Valencia College East campus and at Valencia College's School of Public Safety. The locations must be approved by the Southern Association of Colleges and Schools Commission on Colleges. The required prospectus is under development and will be submitted to the Commission for review by July 1, 2017.
- Whittaker highlighted the accomplishments of Humberto Campins, a Pegasus Professor of Physics and Astronomy in the College of Sciences. His research area is astronomy, and his research is funded by NASA and by the National Science Foundation. He is a co-investigator on NASA's OSIRIS-Rex sample return mission to a near-Earth Asteroid. He is also a co-investigator in UCF's new Center for Lunar and Asteroid Surface Science funded by NASA's Solar System Exploration Research Virtual Institute. Campins was the lead of one of two teams to discover water ice and organics on the surface of an asteroid. Campins gave a presentation on UCF's Planetary Exploration.
- Whittaker updated Trustees on UCF's latest *U.S. News and World Report* graduate school rankings, which placed 22 programs in the top 100. Whittaker also reported on the opening of the new Siemens Digital Grid Lab in the College of Engineering and Computer Science, which features cutting-edge technology used by many private and public utilities to manage the nation's power systems. He gave a brief update on his visit to South by Southwest E-D-U to give a report on UCF's unique digital learning program and the student success UCF is seeing among its students taking blended or fully online courses.

FINANCE AND FACILITIES COMMITTEE REPORT

Alex Martins, Chair of the Finance and Facilities Committee, attending via teleconference, asked Garvy to report highlights from the committee meeting held on February 22, 2017, and earlier in the day.

- Youndy Cook, Deputy General Counsel, reported on a revision to existing University Regulation UCF-7.130 Administration and Finance; Purchasing.
- William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, and Sandra Sovinski, Associate General Counsel, reported on an agreement between UCF and International Consortium for Advanced Manufacturing Research (ICAMR). The 2016-17 state appropriations included a recurring appropriation of \$5 million to UCF in support of ICAMR. The agreement sets forth terms and conditions for ICAMR's expenditure of the appropriated funds reflecting the intent set forth in the legislative budget request.

- Merck and John C. Pittman, Associate Vice President for Administration and Finance, Debt Management, reported that the UCF Foundation requested approval to refund \$7,965,000 of outstanding loans with BB&T Bank, subject to Merck's and Pittman's review of the new rate to determine the savings to the university.
- Merck and Jennifer Cerasa, Associate General Counsel, reported on the UCF Downtown Purchase and Sale Agreement for the acquisition of property located at 500 West Livingston Street for the development of the UCF Downtown campus.

Garvy presented the following item for board approval.

- FF-1 UCF Convocation Corporation Transfer of Funds—A motion was made and unanimously passed by the board approving the UCF Convocation Corporation to transfer during 2017-18 up to \$650,000 as an unrestricted gift to the university or to a direct support organization.
- FF-2 UCF Foundation Refunding of Debt—A motion was made and passed by the board with 11 for, with Marchena's recusing himself due to a potential conflict of interest, approving the UCF Foundation's request to refund \$7,965,000 of outstanding loans with BB&T subject to review by Merck and Pittman.
- FF-3 UCF Downtown Purchase and Sale Agreement—A motion was made and unanimously passed by the board approving the Purchase and Sale Agreement for the acquisition of property located at 500 West Livingston Street in downtown Orlando for the development of the UCF Downtown campus.

NOMINATING AND GOVERNANCE COMMITTEE REPORT

William Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held on January 27, 2017, and the committee meeting held earlier in the day.

- Scott Cole, Vice President and General Counsel, reported on the modification to the Presidential Selection Process and Leadership Statement and new Board Policy on Request for and Release of Direct Support Organization Records. He noted that the committee temporarily tabled reviewing the Presidential Authority Guidelines because the topic is being considered by the Board of Governors.
- Cole requested approval for awarding an Honorary Doctor of Public Service degree for Kareem Abdul-Jabbar.

CONSENT AGENDA

A motion was made to accept the consent agenda, and members of the board unanimously approved the following actions.

- EP-1 Conferral of Degrees—Approval of the conferral of degrees at the Spring 2017 commencement ceremonies
- EP-2 2019-20 Academic Calendar—Approval of the 2019-20 UCF academic calendar
- EP-3a Ph.D. in Big Data Analytics—Approval of a Ph.D. in big data analytics
- EP-3b Ph.D. in Integrative Anthropological Sciences—Approval of a Ph.D. in integrative anthropological sciences
- EP-3c B.A. and B.S. Degree in Nonprofit Management—Approval of a B.A. and B.S. degree in nonprofit management
- EP-3d B.S. Degree in Environmental Studies—Approval of a B.S degree in environmental studies
- EP-4 2015-16 UCF Annual Accountability Report to the Board of Governors—Approval of the 2015-16 Annual Accountability Report to the Board of Governors with permission to include non-material data that is to be supplied by the staff of the Board of Governors
- EP-5 Classification of Instructional Programs Code Changes—Approval of the CIP code changes related to program terminations and consolidation
- FF-4 Revision to University Regulation UCF-7.130 Administration and Finance; Purchasing—Approval of the amendments to existing University Regulation UCF-7.130 Administration and Finance; Purchasing
- FF-5 Agreement between UCF and ICAMR—Approval of the agreement between UCF and International Consortium for Advanced Manufacturing Research (ICAMR)
- FF-6 UCF Finance Corporation Renewal of Letter of Credit—Approval for the UCF Finance Corporation to renew a three-year Letter of Credit with Fifth Third Bank backing \$51,315,000 of outstanding bonds for the Burnett School of Biomedical Sciences research facility located on the Health Sciences Campus at Lake Nona
- NG-1 Presidential Selection Process and Leadership Statement—Approval of revisions to the Presidential Selection Process and accompanying Leadership Statement
- NG-2 Board Policy on Request for and Release of Direct Support Organization Records—Approval to adopt a board policy to address the release of direct support organization records

- NG-3 Kareem Abdul-Jabbar Honorary Doctor of Public Service Degree—Approval of an Honorary Doctor of Public Service degree for Kareem Abdul-Jabbar

NEW BUSINESS

Marchena referred the board members to the trustee self-assessment form and attendance record for 2016 included in their meeting materials. He asked that the board members complete the forms and return them to Rick Schell.

Garvy expressed his concern about the attacks on free speech on college campuses. He requested that UCF's free speech code be reviewed. Marchena asked Cole to analyze UCF's existing policy to determine whether any changes should be recommended. SDES, Academic Affairs, and Educational Programs Committee were asked to work with Garvy to bring a report to the Educational Programs Committee to determine if any changes are recommended.

ANNOUNCEMENTS AND ADJOURNMENT

Marchena announced the following upcoming meetings:

UCF Day at the Capitol	March 28, 2017 (Tallahassee) Please contact Rick Schell if you plan to attend.
Board of Governors meetings	March 29-30, 2017 (Florida A&M University)
UCF Teaching Hospital Presentation to the Board of Governors	March 29, 2017 – 5:00 p.m. (Board of Governors meeting in Tallahassee) Please contact Rick Schell if you plan to attend.
AGB National Conference on Trusteeship	April 2-4, 2017 (Hilton Anatole, Dallas) Please contact Rick Schell if you plan to attend.
Conferral of Honorary Doctor of Philosophy in Public Service Degree to Prince Mohammad bin Fahd bin Abdulaziz Al Saud	April 14, 2017 – 1:30 p.m. (FAIRWINDS Alumni Center)
Commencement Ceremonies	May 4, 5, and 6, 2017 (CFE Arena)

Board of Trustees meeting

May 18, 2017
(*FAIRWINDS* Alumni Center)

Marchena adjourned the board meeting at 3:09 p.m.

Respectfully submitted: _____ Date: _____
A. Dale Whittaker
Provost and Executive Vice President

ITEM: INFO-1

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Collective Impact Institutionalization Update Presentation

DATE: May 18, 2017

For information only.

Supporting documentation:

Attachment A: UCF Collective Impact Institutionalization Update Presentation

Attachment B: UCF Collective Impact Institutionalization Guidebook

Attachment C: UCF Collective Impact Institutionalization Update

Attachment D: UCF Collective Impact Five-Year Institutionalization Plan Outline

Attachment E: UCF Collective Impact Institutionalization Phase 2 Timeline

Prepared by: Lisa Jones, Associate Provost for Strategy and Special Assistant to the President,
UCF

Submitted by: A. Dale Whittaker, Provost and Executive Vice President and Lisa Jones, Associate
Provost for Strategy and Special Assistant to the President, UCF

Attachment A

UCF Collective Impact Institutionalization Update Presentation

Update on Institutionalizing the Collective Impact Strategic Plan

Dale Whittaker, PhD

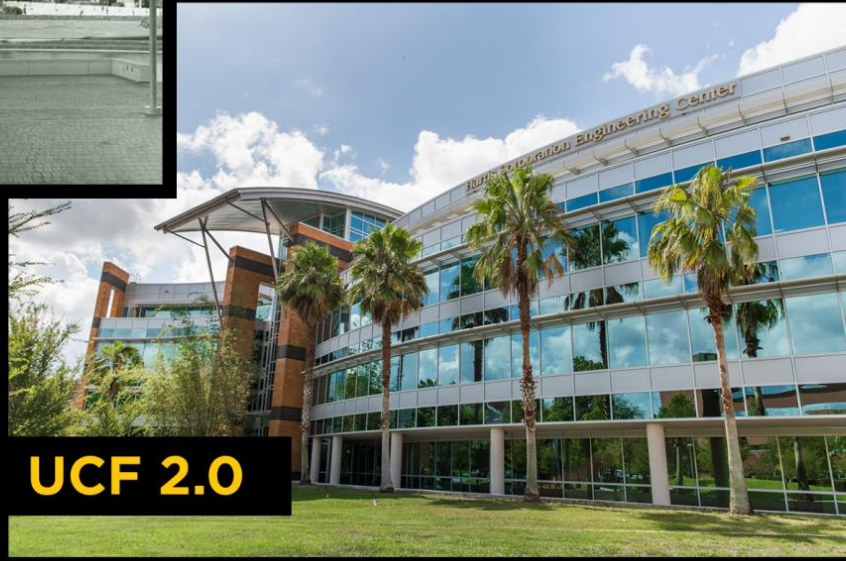
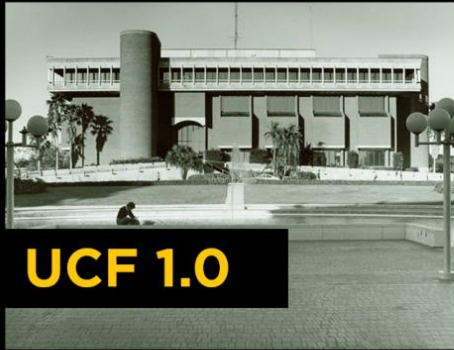
**Provost and Executive Vice President
and**

Lisa Guion Jones, EdD

Professor of Education

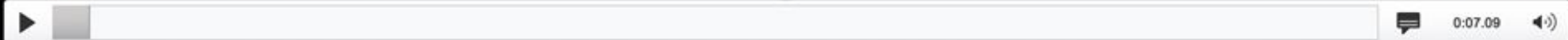
Associate Provost for Strategy and Special Assistant to the President

Phases of UCF





**KNIGHTLY
NEWS** October 27, 2035



Our Impact and Promise

Our Impact

We use the power of scale and the pursuit of excellence to solve tomorrow's greatest challenges and to make a better future for our students and society. Through learning, discovery, and partnerships, we transform lives and livelihoods.

Our Promise

Harness the power of scale to transform lives and livelihoods

Attract and cultivate exceptional and diverse faculty, students, and staff whose collective contributions strengthen us

Deploy our distinctive assets to solve society's greatest challenges

Create partnerships at every level that amplify our academic, economic, social, and cultural impact and reputation

Innovate academic, operational, and financial models to transform higher education

Achieving the Vision

- Institutionalizing the new Collective Impact Strategic Plan entails **weaving the plan into the fabric of UCF.**
- UCF must make necessary changes to **align with and support achievement of metrics** listed in the strategic plan.
- Institutionalization is achieved when **decisions and behaviors are guided by the plan.**

Key Components

Alignment

“I can't change the direction of the wind, but I can adjust my sails to always reach my destination.” — Jimmy Dean

Co-Ownership and Connectivity

“The strength of the team is each individual member. The strength of each member is the team.” — Phil Jackson

Collective Thinking

“None of us is as smart as all of us!” — Ken Blanchard

Collective Action

“Upon the conduct of each depends the fate of all.” — Alexander the Great

Engaging Students



Fall 2016 Survey

Close to 900 students completed



Guest Lecturer

For UCF strategic planning and organizational development courses



Meetings with SGA Leadership

Each semester



Monthly Collective Impact Student Roundtable

SDES Partnership

Engaging Faculty and Staff

105

Faculty and staff
across five thematic
teams developed
action plans

20+

Faculty and staff
served as consultants

Engaging Faculty and Staff

Presentations / Meetings

- Faculty Senate
- Faculty Senate Strategic Planning Council
- USPS Staff Council Leadership
- FCTL Faculty Development Conferences
- Department Chairs and Directors

Marchioli Collective Impact Awards

- Ideation Competition and FCTL Summer Conference Session
- Innovation Awards and Driving Innovation Seminars
(every semester over next 3 years)

Executing the Vision

- UCF Five-Year Institutionalization Plan Outline
 - Action Plan
 - Accountability and Transparency
- Ongoing Monitoring and Tracking
- Annual Reporting
- Evolution
- Timeline
 - July presentation of the UCF Five-Year Institutionalization Plan

Priority Metrics

	Preeminence Metric	Performance Funding	Collective Impact	Deans' 2020 Goals
Average GPA and SAT Score	✓		✓	
6-Year Graduation Rate	✓	✓	✓	✓
Non-Medical Science & Engineering Research Expenditures	✓			
National Ranking in Research Expenditures	✓			
Patents Awarded	✓		✓	
Doctoral Degrees Awarded Annually	✓			✓
Public University National Ranking	✓		✓	✓
Freshman Retention Rate	✓	✓	✓	✓
National Academy Memberships	✓		✓	
Science and Engineering Expenditures	✓			
Number of Post-Doctoral Appointees	✓		✓	
Endowment Size	✓		✓	✓



UCF projection to meet state's 2017 metric for Preeminence designation



Progress Toward Metrics

2016	2017		2021
3rd	3rd	Rank among Florida MSAs of percentage of population with a bachelor's degree (within top 100 national MSAs)	1st
10th	10th	Rank among Orlando EDC peer regions of percentage of population with a bachelor's degree	5th
4.0/1850	4.02/1853	Average first-year student GPA and SAT	4.0/1870
11	11	Public university rank of National Merit Scholars	Top 10
89.1%	88.8%	FTIC First-year retention rate	92%
70.6%	69.0%	FTIC Six-year graduation rate	75%
8,488	8,552	Number of graduate students	10,000
51	66	Post-doctoral research appointees	200
1	6	National Academy members	6
57.8%	59.6%	Percentage of tenured or tenure-track faculty	65%
\$133M	\$146M	Research awards	\$250M
63	64	Endowed professorships and chairs	80
16,105	19,243	Alumni annual giving donors	30,000
\$151M	\$146M	UCF Foundation endowment	\$175M

Attachment B

UCF Collective Impact Institutionalization Guidebook



UCF COLLECTIVE IMPACT STRATEGIC PLAN

INSTITUTIONALIZATION GUIDEBOOK



OVERVIEW



UCF is one of the great success stories in higher education. As President Hitt says, “the best is yet to come.” No university becomes world-class by chance. The difference is strategy. The UCF Collective Impact Strategic Plan outlines deliberate metrics accompanied by bold strategies to achieve the metrics. Collective Impact provides the strategy for becoming a preeminent institution that transforms lives and livelihoods. Without execution, however, strategy is useless. Thus, UCF began the process of institutionalizing the new strategic plan shortly after its approval by our Board of Trustees.

In very broad terms, institutionalization is identifying and embedding changes that will help ensure the institution’s long-term success. More specifically, institutionalizing the new Collective Impact Strategic Plan entails weaving the plan into the fabric of UCF. To do this, UCF must make necessary changes to existing and/or develop new initiatives, programs, policies, procedures, models, systems, and structures that align with and support achieving the strategic plan metrics. Certainly, leaders at all levels play an integral role in institutionalizing the strategic plan and making the necessary changes within their sphere of influence. Institutionalization is achieved when individual decisions are guided by the Collective Impact Strategic Plan. Ideally, each individual throughout the organization focuses on how he or she contributes to achieving the metrics outlined in the strategic plan and works toward it in some way every day.

In essence, institutionalizing the strategic plan involves making changes in what we do and the way we do it with the goal of maximizing our scale and excellence to create the greatest impact for our students and society. What specifically must we change? What specific actions must we take to implement the strategies, and what resources will be needed to carry out those actions? What outcomes and impacts can we expect to achieve by taking those actions, and when will those results be realized? Implementation planning addresses these and other questions. Thus, implementation planning also is an important part of institutionalizing the strategic plan. The end product of our implementation planning process will be a UCF Collective Impact Five-Year Implementation Plan that is executed and our progress toward the metrics outlined in the plan will be monitored, tracked, and reported.

The implementation planning process can vary from institution to institution. If you look across the higher education landscape, you will see varying processes being used. Some institutions stop at the strategic plan and never get to the full implementation of that plan. As President Hitt stated, UCF did not develop a strategic plan to be “tossed on a shelf and forgotten.” Other institutions’ implementation processes have involved each college or unit completing separate implementation plans, which are then published on a website. Some institutions go a step further to cut and paste the different unit plans to create a single document. Yet, these methods miss the opportunity for information sharing, integration, collaboration, and maximizing synergies across the entire campus. Additionally, some institutions’ implementation plans are developed by a handful of senior leaders, or by engaging a small team of individuals. This type of implementation planning fails to gain ideas, insights, and input from individuals throughout the institution.

The implementation framework and processes designed for UCF seek to address the aforementioned limitations and honor the spirit of co-ownership and collective action with our partners to create collective academic, economic, social, and cultural impact in the region, state, and beyond. This guidebook provides details about the implementation planning framework, processes, planning tools, different roles and expectations, and timeline.

FIVE-YEAR IMPLEMENTATION FRAMEWORK AND PROCESSES

Implementation Planning Teams and Roles

Our aim is connectivity, co-ownership, and collective action. We will have three levels of teams: a) cross-functional Thematic Teams, b) Metric Leaders Institutionalization Team, and c) Core Support Team. The most essential teams during the implementation planning stage are the Thematic Teams that will refine strategies and develop action plans to achieve the corresponding metrics for each theme/focus area.

This represents a more decentralized, empowerment approach. Figure 1 provides an overview, which is followed by a detailed description of each team and its role.

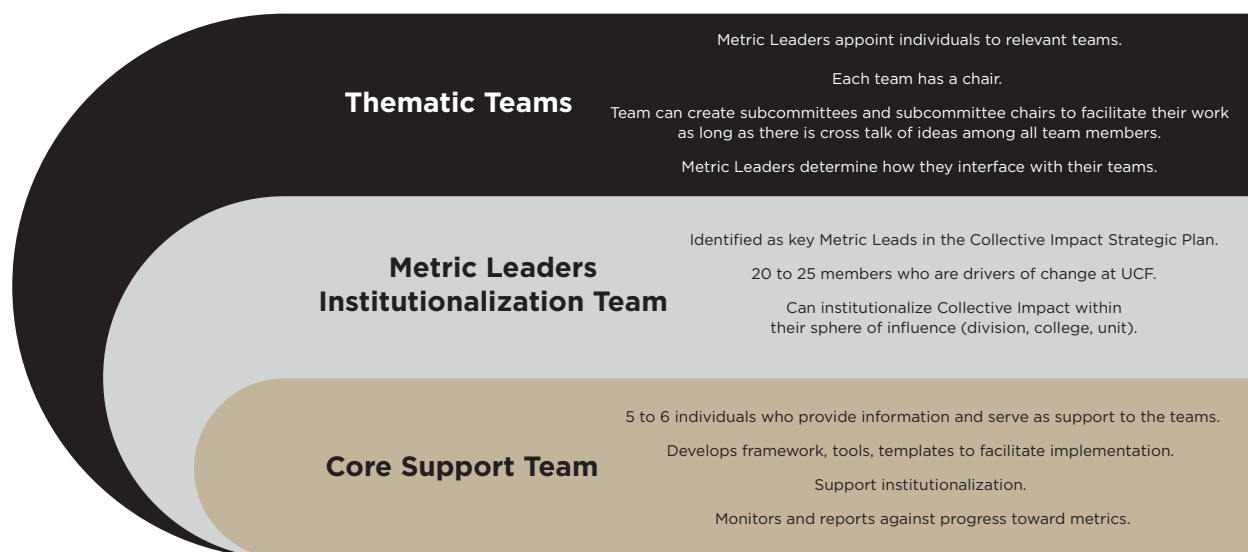


FIGURE 1: OVERVIEW OF IMPLEMENTATION PLANNING TEAMS

Collective Impact Thematic Teams

Thematic Team 1: Student Access, Success, and Prominence

Metric Leaders: Dr. Maribeth Ehasz and Dr. Elizabeth Dooley

Thematic Team 2: Strengthening Our Faculty and Staff

Metric Leader: Dr. Cynthia Young

Thematic Team 3: Growing Our Research and Graduate Programs

Metric Leader: Dr. Elizabeth “Liz” Klonoff

Thematic Team 4: Creating Community Impact Through Partnerships

Metric Leader: Dr. Thad Seymour, Jr. • Co-Leaders: Dr. Mike Frumkin, Mr. Jeffrey Moore and Dr. Lisa Jones

Thematic Team 5: Leading Innovation in Higher Education

Metric Leaders: Mr. Mike Morsberger, Dr. Joel Hartman, Mr. Bill Merck

All of the metrics related to a thematic area have been grouped together regardless of which promise they fall under. This approach provides more focus and encourages us to look across metrics for synergies across the promises.

This approach also allows us to assemble individuals from across campus with specialized expertise in a given focus area to produce our collective best thinking.

The roles and responsibilities of the Thematic Team will be as follows:

Participate in a retreat session on November 16, 2016 where they will be provided their charge, supporting templates and tools, as well as data and additional information to help them assess “low-hanging fruit.” During the retreat, team members will learn how to use resources and implementation planning tools available to them to carry out their work, such as an Action Plan Template, Prioritization Tool, and others.

Thematic Teams, in consultation with the Metric Leaders, will determine the structure of their teams (Chairs and Subcommittee Chairs as they deem appropriate). The chair of each team will serve to keep the team on task, ensure that everyone has an opportunity to provide input, and remain engaged.

Develop an action plan for their respective theme area: Using existing priority metrics and strategies outlined in the Collective Impact Strategic Plan, Thematic Teams will develop specific actions (e.g. initiatives, programs, projects, tactics, etc.) that can be undertaken to achieve the metrics. Through in-depth discussions and analysis, the actions will be determined in four primary ways.

- 1** The Thematic Team will determine existing university-level initiatives and programs that have a track record of success at UCF or nationally (if it is a new initiative or program) of moving the needle on a priority metric.
- 2** The Thematic Teams will examine model initiatives, programs, and/or best practices from other top institutions that have proven results for one of UCF’s priority metrics and determine the applicability and replicability at our institution.
- 3** The teams will identify effective initiatives, programs, or best practices at the college or unit level that can be scaled up university-wide. This will mean each unit representative determining which actions already exist and bringing those forward for discussion and consideration. For example, some colleges or units may have developed or begun creating action plans in response to the Challenge 2020 or the Collective Impact Strategic Plan, and they can bring forward these action steps as relevant. This includes not just bringing up ideas for action from units, but rather having discussions around those ideas to yield new and different ideas. Not all of the actions brought forward by a unit will be included in a university-level implementation plan; only those deemed scalable and most impactful for the metric will be included. Of course, units should continue working toward actions not included in the university implementation plan, as they deem appropriate.
- 4** The Thematic Teams are challenged to push the boundaries of conventional thinking to uncover novel ideas which, while not tested, have high probability for success.

For each action, the Thematic Teams will determine what other internal collaborators and external partners will be needed, resources required, and start date, as well as expected outcomes and impacts. The outcomes will be broken down by those attainable within 18 months (starting with “low-hanging fruit” to create momentum) and those that will take three years.

The impacts will be those that will be achieved in five years. We do not want the teams to get bogged down in trying to figure out how their outcomes and impacts will be measured. The Core Support Team will work intensely on refining all outcomes and impacts when necessary and developing a monitoring and tracking system to measure progress.

The Thematic Teams will also share any noteworthy impediments or challenges (policy, structural barriers, resources, etc.) and what can be done to address those. It is not as helpful to just bring a problem without providing potential solutions. Also, each Thematic Team will be encouraged to stretch their thinking beyond financial resources and not use it as a default barrier. An Action Planning Template will be provided for each priority metric that includes all of the aforementioned desired information.

Thematic Teams must submit their final draft action plan to their respective Metric Leaders by February 28, 2017. The Metric Leaders can solicit rough drafts on a schedule determined by the Metric Leader(s).

While the main work of each team will be completed upon approval of the UCF Implementation Plan, members serve as liaisons to their units to keep their unit informed and engaged. They may also be called upon to provide advice and insights during different phases of the process of executing the implementation plan.

The Thematic Team members will be selected by members of the Metric Leaders Institutionalization Team. This encourages cross-functional teamwork and draws from expertise across the institution.

Metric Leaders Institutionalization Team

To encourage an ongoing culture of co-ownership, collective action, and accountability, most of the individuals identified as “leads” in Collective Impact Strategic Plan will constitute the Metric Leaders Institutionalization Team.

The role and responsibilities of the Metric Leaders will be as follows:

A subset of the overall team has been designated as Metric Leaders of a particular Thematic Team. Metric Leaders will provide support and resources to their respective Thematic Team(s) to aid the team in completing its task. The Core Support Team will also provide information and support to the Thematic Teams upon request.

Metric Leaders will be asked to attend the first meeting of their related Thematic Teams. Metric Leaders will attend any subsequent meetings at their discretion and interface with their teams as they deem appropriate.

Metric Leaders are in a support and advisory role to the teams. Metric Leaders review drafts of action plans and submit the final draft for their Thematic Team to the Metric Leaders Institutionalization Team.

The role and responsibilities of all Metric Leaders Institutionalization Team (5-year commitment) are:

Appoint someone from their unit to serve on each of the relevant thematic teams as they deem appropriate. Remember, the Thematic Teams will write an action plan for each themed area. Therefore, first and foremost, membership on this team should be primarily faculty and senior staff who are very knowledgeable about the thematic area and play significant roles in the success of associated metrics. It is also strongly recommended that the individual is an opinion leader who is well respected by their colleagues because they will serve as strategic plan institutionalization liaisons in their respective units upon completion of the main task of developing the action plan. Other desirable attributes include team players, creative and out-of-the-box thinkers, progressive and future-oriented, etc.

Review Action Plans from each of the five Thematic Team to:

- ensure that they are aligned to the Collective Impact Strategic Plan and will lead to reaching the priority metrics.
- make recommendations for enhancements.
- search for synergies and missed opportunities for collaboration across teams.
- search for impediments to achieving the action plan not listed (such as organizational structure, policies, procedures, management decisions, etc.) and recommend ways to address any barriers so that actions are implemented.

Integrate the five Thematic Team Action Plans to create one UCF Collective Impact Implementation Plan.

Submit the final draft of UCF Implementation Plan to Core Support Team for final editing and formatting only. The final plan will be formatted with action plans for each priority metric listed under its respective promise from the Collective Impact Strategic Plan.

Hold an information session in their unit, once UCF Implementation Plan has been approved, to share overview of the implementation plan, build excitement and energy about our future, and share how each role is important to helping us fulfill our promises. The Core Support Team will assist in developing consistent talking points and messages that can be used.

Serve as a change agent in their unit to keep unit informed and engaged over the years (e.g. provide updates on early successes at unit level once a year, perhaps drilling down to show how achieving early success was directly related to what changes the faculty and staff made in their unit that contributed to the collective), as well as identify innovators from their unit to recommend for recognition in the Collective Impact Awards Program. Essentially, Metric Leaders Institutionalization Team members are drivers of change by ensuring an ongoing culture of strategic thinking, action, assessment, and accountability.

Review the progress report at 18-month, 3-year, and 5-year milestone points to determine whether outcomes were achieved or not achieved and areas of progress or no progress. In cases where little to no progress has been made, this team will lead in assessing contributing and causal factors. A small group of leaders may be pulled together as an ad hoc committee to discuss concerns, issues, and action steps to move forward in such cases. Please note that annual reports also will be generated by the Core Support Team. However, the 18-month and 3-year milestones will serve as check points for more in-depth analysis to determine if we are on target for achieving the metrics and more rigorous assessment of contributing and causal factors. These milestones also trigger trend analysis and forecasting to determine if we are on target to achieve the 5-year targets. The Core Team will provide information and serve in a support role to assist with this process.

Review progress and projection reports and conduct an environmental scan in their area of leadership and update the implementation plan if necessary. In time of rapid change, this process keeps our institution's eyes on the external environment to note changes that could positively or adversely affect our implementation plan moving forward. This should occur in Year 5. The team will look overall at our progress on the metrics and project whether we are on target to achieve 20-year targets outlined in the Collective Impact Strategic Plan. The Core Support Team will provide assistance in developing a document to inform the university community of potential external threats and new opportunities, which metrics we've accomplished or seem on target for, and which areas may need recalibration or refinement. This team also may recommend revisions to the Collective Impact Strategic Plan. The Core Team will provide information and serve in a support role to assist with all of the aforementioned tasks.

Complete their official work at the end of the fifth year, because institutionalization of the 2016 plan should have been achieved to the point where this type of infusion and coordination should have already occurred. It will be simply the way we operate.



Metric Leaders Institutionalization Team Members

Team members are those individuals listed as key leaders in the Collective Impact Strategic Plan and other “drivers” of change within their sphere of influence at different levels within the institution. Provost and Executive Vice President, Dale Whittaker, will serve as senior advisor to the team.

The members of the team, in random order, are as follows:

Maribeth Ehasz

Vice President for Student Development and Enrollment Services

Deborah German, MD

Vice President for Medical Affairs and Dean of the College of Medicine

Elizabeth “Liz” Klonoff

Vice President for Research and Dean of College of Graduate Studies

Joel Hartman

Vice President for Information Technologies and Resources

Mike Morsberger

Vice President for Advancement and CEO of the UCF Foundation, Inc.

Grant Heston

Vice President for Communications and Marketing

William Merck

Vice President for Administration and Finance

Jeffrey Moore

Dean, College of Arts and Humanities

Paul Jarley

Dean, College of Business Administration

Alvin Wang

Dean, The Burnett Honors College

Pamela “Sissi” Carroll

Dean, College of Education and Human Performance

Michael Georgiopoulos

Dean, College of Engineering and Computer Sciences

Michael Frumkin

Dean, College of Health and Public Affairs

Mary Lou Sole

Dean, College of Nursing

Bahaa Saleh

Dean, College of Optics and Photonics

Abraham Pizam

Dean, Rosen College of Hospitality Management

Michael Johnson

Dean, College of Sciences

Elizabeth Dooley

Vice Provost for Teaching and Learning/Dean, College of Undergraduate Studies

Cynthia Young

Vice Provost for Faculty Excellence & International Affairs and Global Strategies

Tracy Clark

Associate Provost for Budget, Planning and Administration
Associate Vice President for Finance

Thad Seymour, Jr.

Vice Provost for UCF Downtown

Jeff Jones

Vice Provost for Regional Campuses

Lynn Hepner

Faculty Senate Strategic Planning Council Chair

Chester Kennedy

CEO, International Consortium for Advanced Manufacturing Research

The team will ultimately decide the frequency of their meetings. It is recommended that meetings be monthly from January through April 2017 as the implementation plan is being developed.

Core Support Team

The role and responsibilities of the Core Support Team are as follows:

- Advance the institutionalization of the Collective Impact Strategic Plan, such as helping focus the campus community on implementing the plan within their sphere of influence and, continuously seeking ways to further institutionalize the plan.
- Conduct a retreat to orient Thematic Teams.
- Attend the first meeting of Thematic Teams and be available to the teams as requested.
- Provide information and support to the Thematic Team and Metric Leaders Institutionalization Team upon request.
- Provide feedback and advice on institutionalization efforts.
- Review documents, processes, etc. and provide constructive feedback for improvement.
- Do final review, edits, and formatting of UCF Implementation Plan.
- Submit the final draft of UCF Implementation Plan to the Provost and Executive Vice President
- Develop a monitoring and tracking system.
- Prepare progress reports and updates.

Core Support Team Members:

Lisa Guion Jones

Chair and Associate Provost for Strategy and Special Assistant to the President

Ronnie Korosec

Associate Provost and Chief of Staff for Academic Affairs

Paige Borden

Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management

Christine Dellert

Assistant Vice President for Strategic Communications and Marketing

Manoj Chopra

Professor and Assistant Director for Strategic Planning



Advisors and Collaborators for Core Support Team:

Thad Seymour, Jr.

Vice Provost for UCF Downtown

Lynn Hepner

Faculty Senate Strategic Planning Council Chair

Debbie Pope

USPS Staff Council President

Trustee Chris Clemente

Student Government Association President

Julie Stroh

Senior Associate Vice President for Advancement, Alumni Engagement and Annual Giving

Jonathan Chapin

Graduate Student Association President

Lyman Brodie

Executive Associate Dean, College of Arts & Humanities

Robert Porter

Executive Academic Director, Executive Development Center

Melissa Francisco

Strategic Initiatives & Engagement Lead, Executive Development Center

Patrice Lancey

Assistant Vice President for the Office of Operational Excellence and Assessment Support

Liaisons to Core Support Team (Designated by Metric Leaders):**Kerry Welch**

Liaison for Student Development and Enrollment Services

Kayae-Alese Green

Liaison for Finance and Administration

Implementation Planning Tools and Templates

- Conceptual Framework for Implementation Planning (Attachment A)
- List of Priority Metrics by Thematic Team (Attachment B)
- Action Plan Template (Attachment C)
- Action Step Prioritization Template (Attachment D)
- Timeline for Implementation Planning (Attachment E): The first 20% of a strategic plan's life determines its success. Therefore, this timeline outlines steps toward the development of the UCF Implementation Plan to occur by March 28, 2017.
- Collective Impact Faculty Ideation Competition (Attachment F)
- Collective Impact Student Survey (Attachment G)

Monitoring, Tracking, and Reporting**Monitoring and Tracking**

- A monitoring and tracking system is planned to achieve seamless alignment across the different levels of implementation of the Collective Impact Strategic Plan.
- A commercial software program specializing in monitoring and tracking of organizational strategic plans will be selected after evaluating the capabilities of several available programs. The software will use a cascading, top-down approach to track the various levels of the plan, such as promises, focus areas, metrics, strategies, actions, and outcomes. The purchase of commercial software is contingent upon the availability and provision of funds.
- The software will allow for easy input of data necessary for tracking the progress of various strategies, metrics, and actions.
- It will provide real-time tracking of the progress through the use of critical milestones and their levels of achievement over time. There will also be a provision to provide weights to more important activities in the overall plan and to identify the risk levels associated with significant departures from planned achievement levels of these milestones.
- The system will clearly identify the roles and responsibilities associated with each step of implementation and track accountability.
- A common online environment will allow easier communication across the campus on required information, accountability, and levels of achievement particularly across multiple units.
- This monitoring and tracking system will bring campus-wide and community constituents into a common endeavor increasing levels of interaction and engagement.
- Information and training sessions will be organized to facilitate onboarding of the software for use on campus.

Reporting

- Data collected during the monitoring and tracking process will be analyzed and presented in the form of customized Dashboards for review at different levels.
- Additionally, reports will be prepared where information pertinent to the various metrics are presented to the Board of Trustees, the President, and other members of the leadership team.
- Reports can also be customized to be shared with external constituents through the Collective Impact website.

Collective Impact Institutionalization Strategies**Aligning the institution to support the strategy and its implementation involves:**

- Visible commitment of executive leadership to the Collective Impact Strategic Plan and its Implementation Plan once developed.
- Demonstrated commitment and focus by core leadership (e.g. Challenge 2020).
- Examining, modifying, and/or revising policies, procedures, models, systems, and structures that can impede progress toward achieving the metrics outlined in the strategic plan.
- Creating new policies, procedures, models, systems, and structures that support the Collective Impact Strategic Plan (e.g. The new UCF Budget Model links incentives with desired outcomes from the Collective Impact Strategic Plan.)
- Aligning unit plans with the Collective Impact Strategic Plan to the greatest extent possible.
- Strategically identifying, securing, and deploying internal and external resources to support actions in the implementation plan.
- Reinforcing a culture of collaboration, shared ownership, collective action, and accountability at all levels.
- Affirming the characteristics of UCF that support this bold change effort such as our can-do spirit, energetic disposition, forward-thinking/futuristic views, etc.

Face-to-Face Campus Engagement involves:

- Internal and External Speeches
- Provost Retreats
- Provost Forums
- College Visits
- Meetings with Deans, Directors, and Chairs
- Hold/host information session in units (maybe do as brown bag lunch)
- Presenting at the Board of Trustees Strategic Planning Subcommittee annually and/or by request
- Update Vice Presidents, as desired
- Presentation at Dean's Council periodically
- Update Faculty Senate, Faculty Senate Strategic Planning Council, USPS Staff Council, and Student Government Association as requested
- Presenting at Academic Leadership Academy and other events

Written Communication to Engage Internal and External Audiences involves:

- Provost Updates (emails to faculty/staff)
- Enhanced, transparent strategic planning website that includes the full strategic plan, implementation plan, summaries, metric tracking, accountability reports, recognition and awards, as well as highlight early successes achieved toward metrics
- Collective Impact collateral – full report, excerpts for distribution
- Media releases

Recognition, Awards and Celebration involves:

- Creating a Collective Impact Awards Program: Recognition and celebration of efforts that advance our impact and encourages continued momentum toward fulfilling the promises of the Collective Impact Strategic Plan. The details of the award program will be announced by November 30, 2016.
- Metric Leaders Institutionalization Team should examine whether recognition for exceptional work related to Collective Impact can be incorporated into existing university awards and events at all levels.

Collective Impact Glossary of Key Terms

General Terms

Collective Action: Each unit at UCF, in collaboration with our partners, undertakes actions in specific focus areas in which it excels in a way that supports and is coordinated with the actions of other units through a mutually reinforcing plan of action (i.e. UCF Implementation Plan) to achieve institutional-level metrics. Thus, collective action leads to aligning independent actions to achieve common goals.

Institutionalization: Institutionalizing the new Collective Impact Strategic Plan entails weaving the plan into the fabric of UCF. To do this, UCF must make necessary changes to and/or develop new initiatives, programs, policies, procedures, models, systems, and structures that align with and support achievement of metrics listed in the strategic plan. Institutionalization is achieved when individual decisions are guided by the plan.

Implementation: Implementation is the process of prioritizing and focusing metrics from the Collective Impact Strategic Plan, then planning, designing, and executing specific initiatives, programs, and actions to implement strategies that achieve the priority metrics. The product of this process is an implementation plan that is executed, and progress toward the metrics in the plan is monitored, tracked, and reported. Implementation is a part of institutionalization.

Definition of Key Metrics and Priority Focus Metrics

Increasing Student Access, Success, and Prominence

Lead large Florida metropolitan areas in the percentage of the population with a bachelor's degree: As tracked by the U.S. Census Bureau's American Community Survey.

Achieve Top 5 ranking among Orlando EDC peer regions of the percentage of population with a bachelor's degree or higher: As tracked by the U.S. Census Bureau's American Community Survey.

Enroll a student population whose family incomes reflect the distribution of the region: Fall enrollment data compared to U.S. Census Bureau.

First-year retention of 92%: Summer-Fall Full-time, FTIC as reported to the Integrated Postsecondary Education Data System (IPEDS).

Six-year graduation rate of 75%: Summer-Fall Full-time, FTIC as reported to the Integrated Postsecondary Education Data System (IPEDS).

Top 10 ranking among public universities for the number of National Merit Scholars: As reported by the National Merit Scholarship Corporation's annual report.

Strengthening Our Faculty and Staff

Increase the number of National Academy members on the faculty to six: Based on the university affiliations posted to the Academy membership directory.

Reach 1,200 full-time tenured and tenure-track faculty members: Total count of fall semester faculty members with tenure of tenure-track appointments.

At least 65% of all faculty members with assigned instructional duties are tenured or tenure-track: Percentage of full-time faculty members with tenure or tenure-track appointments. Includes most colleges, plus IST and Nano. Excludes UGST, GRDST, and Honors.

Increase the number of philanthropically endowed professorships and chairs from 64 to 80: Total count as of the end of each fiscal year based on information from the UCF Foundation.

Achieve 25% in new hires of under-represented groups among tenured and tenure-track new hires: Percentage of under-represented minorities (Black, Hispanic, Multiracial, Native American, and Pacific Islander) of new tenured and tenure-track hires.

Growing Our Research and Graduate Programs

Reach at least 200 post-doctoral research appointees: As reported on the National Science Foundation/National Institutes of Health Annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).

Double research awards from \$133M to at least \$250M: As reported by UCF's Office of Research and Commercialization.

Achieve 200 patents awarded over three years: Total patents awarded by the United States Patent and Trademark Office (USPTO) for the most recent three calendar-year period.

Expand to 10,000 graduate students: Total graduate students, including MD students, enrolled in the fall semester.

Achieve research-focused graduate degrees to 25%: Ratio of thesis and dissertation degrees to all graduate degrees (annual academic year).

Innovations in Higher Education

Build the UCF Foundation endowment to \$175 million: As reported on the National Association of College and University Business Officers (NACUBO) and Commonfund Institute's annual report of Market Value of Endowment Assets.

Increase annual alumni giving donors from approximately 15,000 to 30,000: As reported to the Council for Aid to Education's Voluntary Support of Education survey.

Public university national ranking: A top-50 ranking on at least two well-known and highly respected national public university rankings, reflecting national preeminence, using most recent rankings, includes: Princeton Review, Fiske Guide, QS World University Ranking, Times Higher Education World University Ranking, Academic Ranking of World University, US News and World Report National University, US News and World Report National Public University, Forbes, Kiplinger, Washington Monthly National University, and Center for Measuring University Performance.

Author and Contributors

This guidebook was authored by Lisa Jones with invaluable contributions from Christine Dellert, Manoj Chopra, Paige Borden, and Ronnie Korosec. Layout and design by Yohanna Reis.

Attachment C

UCF Collective Impact Institutionalization Update

UCF is one of the great success stories in higher education, transitioning from a commuter technological university to a comprehensive metropolitan research university in 50 years. Indeed, under the leadership of the UCF Board of Trustees, President Hitt, and Provost Whittaker, UCF is on a trajectory to become a preeminent institution. However, UCF will be “preeminent with a purpose,” and that purpose is to transform lives and livelihoods by using our scale and constant pursuit of excellence to create greater social, cultural and economic impact for our students, community, region, and beyond.

This can be summed up in the equation, “Scale x Excellence = Impact.” Through our Collective Impact Strategic Plan, UCF is setting a new course to achieve greater transformational impact and transform higher education in the 21st century.

The strategic plan provides an excellent roadmap and set of bold strategies. However, without execution, strategy is useless. Therefore, UCF recently launched our Collective Impact Strategic Plan institutionalization efforts to weave the strategic plan into the fabric of the institution. The success of this effort is contingent upon all of us – the UCF community and our partners – bringing our unique knowledge base, skill sets, and expertise together in collective ownership of the goals outlined in the strategic plan; using our collective best thinking to determine how to achieve the goals; and taking collective actions to create large-scale impacts.

This update highlights key institutionalization processes and outputs to date:

Alignment - Align procedures, systems, and structures to support the Collective Impact Strategic Plan

- *Budget Model* - A new college budget model aligns funding with strategic investments that will help advance the priority metrics in the strategic plan.
- *Challenge 2020* - In conjunction with the strategic plan, colleges have set annual targets through 2020 toward meeting strategic plan metrics in student success, faculty excellence, research, and philanthropy.
- *Information Technology (IT) Project Management*- A new project management system has been developed to prioritize and manage university-wide IT projects based upon strategic drivers. We are aligning the prioritization point system, and subsequently funding decisions, for IT projects with the Collective Impact Strategic Plan. Over one-third of the total points will be related to the degree to which the proposed project is addressing priority metrics in the plan. Other points will be for projects that enhance security, compliance, etc.
- *Engaging Department Chairs/Directors*- Two interactive presentations will be made to chairs/directors on April 18, 2017 and May 3, 2017. The purpose of the session is to assist participants in understanding the role of strategic planning at the department level, how the departments fit into UCF’s collective impact metrics, and the importance of alignment with the strategic plan. Participants will also gain a better understanding of progress towards those metrics.

Co-ownership and Connectivity - Foster shared ownership of the strategic plan and enhanced collaboration across the institution

- *Provost’s Retreat* - Half-day retreats with senior leadership and those across the university leading strategic plan initiatives have helped solicit input on how to advance efforts to meet strategic plan

metrics and goals. Topics have included performance and preeminence funding and budget; strategic plan institutionalization; and international recruitment and retention. Additional retreats are being planned for Fall 2017.

- *Provost Forums* - New in 2016-17, these forums provide a platform to update the university community on progress toward strategic plan metrics and highlight specific initiatives that can be scaled for greater impact. Three retreats have been held to date on research, faculty excellence, and student success with an additional retreat scheduled on philanthropy/funding diversification.
- *Provost's College Visits* - Also new in 2016-17, the Provost is spending half days with each college, connecting with faculty, staff, and students and discussing the purpose and goals of the Collective Impact Strategic Plan to demonstrate the value of each college's contributions.
- *Collective Impact Presentations and Visits* - Presentations to foster co-ownership were made to several key groups such as the Faculty Senate and USPS Staff Council. Presentations were also made in strategic planning and organizational development courses to share Collective Impact strategic planning and institutionalization processes as an example of concepts they are learning in class and emphasize the important role that students play in helping the institution achieve its goals. Personal visits and meetings with vice presidents, deans, department chairs and other key individuals were held to discuss the specific role of their unit/college/department and assist them as needed.

Collective Thinking - Engage the campus community in generating ideas that drive the institution toward achieving our strategic priorities from the Collective Impact Strategic Plan

- *Implementation Planning Framework* - An overarching, multi-level, multi-faceted framework for developing the section of the UCF Collective Impact Institutionalization Plan that outlines the actions and tactics we will implement. A copy of the framework is attached.
- *Pan-University Thematic Teams* - There are 105 UCF faculty and staff across five thematic teams: 1) Increasing Student Access, Success and Prominence; 2) Strengthening our Faculty and Staff; 3) Growing our Research and Graduate Programs; 4) Creating Community Impacts through Partnerships; and 5) Leading Innovation in Higher Education. These cross-functional teams are developing draft action plans related to different priority metrics in each thematic area.
- *Metric Leaders* - Twelve Metric Leaders, who were identified as primary leads in the strategic plan, are involved in supporting, advising, and providing resources to the Thematic Teams. Their key role also is reviewing and providing feedback on draft action plans. Metric Leaders meet to share ideas, discuss synergies, and seek opportunities for collaboration. The Metric Leaders will refine and develop the final draft of the action plans.
- *Action Planning Templates, Tools, and Resources* - Four new tools were developed to facilitate planning, including a detailed Institutionalization Guidebook, as well as an Action Plan Template, Action Step Prioritization Tool, and Timeline. The guidebook and timeline are attached.
- *Collective Impact Student Survey* - A survey to obtain ideas, input, and insights from students on how to best achieve the metrics related to student access, success, and prominence was conducted. Of the 549 students who completed the survey, 46.2% were FTIC, 47.6% Transfer Students, and 6.2% did not indicate their path to UCF. Over 60% of the respondents were female, and the ethnic and racial breakdown of respondents mirrored the UCF undergraduate student population. Results

were shared with Thematic Team 1 (Increasing Student Access, Success, and Prominence) to inform their action planning.

- *Marchioli Collective Impact Ideation Competition* – UCF launched a competition, named for Mr. Nelson Marchioli, Chairman of the UCF Foundation Board, to crowd-source the best novel, innovative ideas from faculty and staff to help UCF reach its strategic goals and metrics. All ideas will be shared with the Thematic Teams to inform and support their action planning. Close to 70 ideas were submitted by the February deadline. The ideas were grouped by Thematic Team and shared with each team to inform their action planning. The Thematic Teams will submit the top two ideas to the Selection Committee that will be selecting the awardees in late March.
- *Marchioli Collective Impact Innovation Awards* - Each fall and spring semester over the next three years, an award will be given to a faculty or staff member or team that developed and are implementing innovative initiatives, programs, or projects that help UCF move the needle toward achieving our priority metrics. This award not only recognizes and celebrates contributions, but also is intended to inspire others to design and test innovative ideas. There were 29 submissions for the inaugural award from 15 colleges and units across campus. The selection committee was comprised of 11 Pegasus Professors, distinguished faculty, and staff who have won prestigious employee awards. The awardee, Dr. Jennifer Kent-Walsh, was recognized during an awards program that immediately followed the Provost Forum on February 13, 2017. Mr. Nelson Marchioli participated in the awards ceremony.
- *Engaging key faculty and staff groups* - Four small-group sessions were held with select faculty and staff groups to solicit valuable insights on how to better foster shared ownership and collective action around achieving the goals outlined in the strategic plan, as well as to gain recommendations for increasing overall faculty and staff input, involvement, and engagement. For example, a session was held with the Faculty Senate's Strategic Planning Council and a "Think Tank" was held during the Winter Faculty Development Conference. To date, over 50 faculty and staff who are not serving on a Thematic Team have been reached.

Collective Action - Each unit at UCF, in collaboration with its internal and external partners, undertakes actions in specific focus areas, in which it excels, and coordinates with other units through a mutually reinforcing action plan (i.e. the Collective Impact Institutionalization Plan) to achieve institutional metrics.

- *Collective Impact Institutionalization Team* - A team of 24 senior leaders and mid-level drivers of change at UCF will integrate the five Thematic Team action plans to create one UCF Collective Impact Institutionalization Plan by July 2017. They will serve as change agents in their units to keep the unit informed and engaged over the years, and monitor how their unit is contributing to the overall collective impact. To encourage an ongoing culture of co-ownership, collective action, and accountability, this team will review annual progress reports and meet to determine whether outcomes were achieved or not achieved and areas of progress or no progress. In cases where little to no progress was made, this team will lead in assessing contributing and causal factors and discussing collective actions and solutions.

Attachment D

UCF Collective Impact Five-Year Institutionalization Plan Outline

Letter from the Chairman

This will be inserted at the end of the process.

Letter from the President

This will be inserted at the end of the process.

Overview of Strategic Plan (this entire section is from pages 4 – 9 of the strategic plan)

Who We Aspire to Be

Our Impact

Our Promise

Our Charge

Alignment (**narrative on why it is important as lead in** & major examples below)

New Budget Model

University Budget Committee decisions

Challenge 2020

Unit Plans e.g. Athletics Strategic Plan

Information Technology Project Management

Alignment with external partners' strategic plans (Dale added this so we will need to get this information from him).

Co-ownership and Connectivity (**narrative on why it is important** & examples below)

Provost's Retreats

Provost Forums

Provost's College Visits

Institutionalization Team

Presentations across campus (Faculty Senate, USPS Staff Council, Faculty Senate Strategic Planning Council, Student Government Association, faculty development conferences, and strategic planning courses)

Collective Thinking (**narrative on why it is important** and examples below)

Pan-University Thematic Teams

Student Survey

Marchioli Ideation Competition

Marchioli Innovation Award and Seminar Series

Collective Action (narrative on why it is important & action plans for each metric by theme)

The Metric Leaders are submitting their final draft on April 28th. The five documents will be merged into one and inserted here.

Accountability* (rewording of what is on page 34 of the strategic plan & example below)

New monitoring and tracking system

Annual Reports will be generated

Transparency (rewording of what is on page 34 of the strategic plan plus fact that an annual report will be on Collective Impact website and link to new website)

Evolution (rewording of what is on page 34 of the strategic plan)

Closing Thoughts from the Provost

This will be inserted at the end of the process.

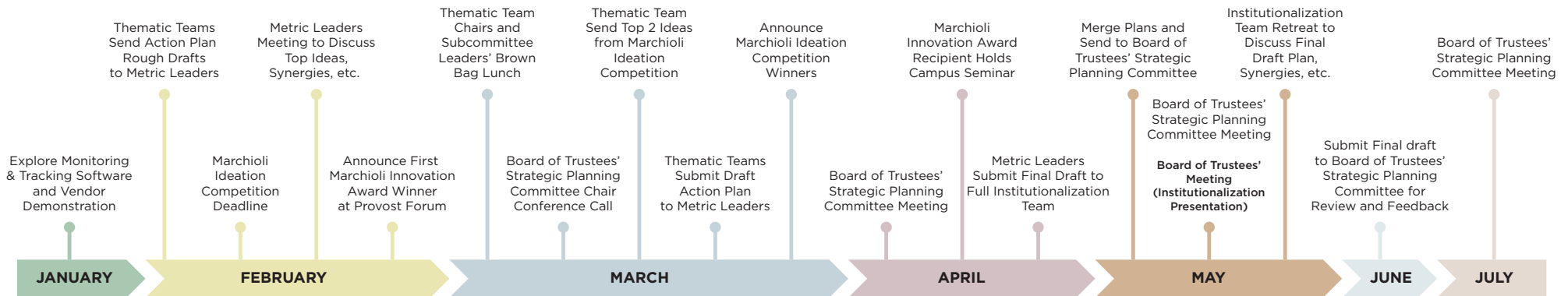
Appendices

- The process with timeline (same format as page 36 and 37 of the strategic plan)
- Breakdown of pertinent data such as 105 faculty and staff on Thematic Teams, 859 students completed survey, 67 entries in ideation competition, etc. (revision of page 37 of the strategic plan), etc.
- Contributions (same format as page 38 and 39 of the strategic plan)
 - Board of Trustees
 - Former Trustee and Advisor to the Board
 - Chair
 - UCF Leadership
 - Institutionalization Team
 - Thematic Teams
 - Internal Consultants to Thematic Teams,
 - UCF Faculty Senate Strategic Planning
 - Council USPS Staff Council
 - Core Support Team

Attachment E

UCF Collective Impact Institutionalization Phase 2 Timeline

UCF Collective Impact Institutionalization Plan Development Timeline Phase 2



ITEM: INFO-2

UCF BOARD OF TRUSTEES
University of Central Florida

SUBJECT: UCF Brand

DATE: May 18, 2017

For information only.

Supporting documentation: Presentation to be shown at the Board Meeting

Prepared by: UCF Communications and Marketing

Submitted by: Grant J. Heston, Vice President for Communications and Marketing

ITEM: FF-1

**University of Central Florida
Board of Trustees**

SUBJECT: Revision to University Regulation UCF-6.007 Traffic/Parking Regulation and Enforcement, and University Regulation UCF-6.008 Vehicle Registration Fees; Parking Violation Fines

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the attached amendments to existing university regulations UCF-6.007 Traffic/Parking Regulation and Enforcement, and UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

University regulation UCF-6.007 relates to campus traffic and parking requirements, including restrictions on campus parking and the requirement that any vehicle parked on campus must properly display a parking permit. The regulation describes the registration process for parking permits and enforcement of parking rules. This regulation is amended to add employee classifications to those eligible to purchase “A” permits, and it gives all employees with salaries less than \$50,000 the choice to purchase either a “B” or a “C” permit. Additional language regarding “G” permits has been added, and the requirement to file a police report for a stolen tag has been removed. Additional minor changes have been incorporated into the regulation.

University regulation UCF-6.008 stipulates vehicle registration fees and the schedule of parking violation fines. The only change to this regulation is to replace the term “working days” with “business days” to be consistent with other university regulations.

Supporting documentation: Attachment A: Proposed University Regulation UCF-6.007 (redline)
Attachment B: Proposed University Regulation UCF-6.008 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel

Submitted by: W. Scott Cole, Vice President and General Counsel

Attachment A

UCF-6.007 Traffic/Parking Regulation and Enforcement.

(1) General Information.

(a) Definitions.

1. The term “vehicle” shall include bicycles, motorcycles, automobiles, trucks, and other mobile equipment.
2. High Efficiency Vehicles: Vehicles which run on rechargeable batteries and gasoline engines combined or which use one or more electric motors or other non-fossil fuel for momentum. Only these vehicles will be allowed to park in spaces that have signs and/or stenciling that state “Hybrid Vehicles Only” or “HEV Parking Only”. Only Electric Vehicles which require electricity for power may park in the parking spaces designated “Electric Vehicles Only”. Vehicles parked in these spaces must be in the charging mode. Maximum time allowed in Electric Vehicle Only spaces is 4 hours. Valid UCF parking permits must be displayed.
3. Decals and hang tags: Printed labels or hang tag permits issued by the university evidencing vehicle registration. For the purposes of this regulation, the words “decal”, “hang tag”, and “permit” are synonymous.

- (b) The University Parking and Transportation Advisory Committee serves as the principal advisory body to the president through the vice president for Administration and Finance, recommending policies and regulations that govern traffic and parking on the UCF campus. The committee shall consist of two (2) faculty members selected by the Faculty Senate Parking Advisory Committee; two (2) students appointed by the president of Student Government Association; two (2) staff members appointed by USPS Staff Council; one (1) Administrative and Professional employee appointed by the vice president for Administration and Finance. The vice president for Administration and Finance will appoint one additional member to serve as chair. The term of service shall be two (2) years, staggered with the exception of student members, who shall serve for one year. The committee may elect a vice-chair to serve in the absence of the chair.
- (c) The University Parking Citation Appeals Committee is composed of up to two faculty (2) members, four (4) students, two (2) university employees and one (1) chair. The University Parking Citation Appeals Committee has jurisdiction over violations of the university’s parking regulations. In those cases heard before it, this committee will render

decisions adjudicating guilt and will impose appropriate monetary or restrictive penalties. The University Parking Citation Appeals Committee reports to the vice president for Administration and Finance.

- (d) Applicability – The provisions of this regulation shall apply at all times to vehicles that are operated or parked on the UCF campus. The fines, penalties and other sanctions against persons in violation of the provisions of this regulation will be enforced as follows:
 - 1. In the case of a vehicle registered with the Department of Parking and Transportation, the university shall assess fines for parking violations against the person in whose name the vehicle is registered with Parking and Transportation Services.
 - 2. In the case of a vehicle not so registered, assessments for parking violations shall be made against the operator if it is determined that the operator at the time of the violation is associated with the university and, in fact, should have registered the vehicle with the Department of Parking and Transportation.
 - 3. If a vehicle is not registered with the university and the operator is not associated with the university, fines will be assessed against the vehicle's state registration vehicle certificate holder.
- (e) Responsibility – Unless otherwise noted, the Department of Parking and Transportation is responsible for the implementation and enforcement of this regulation and for resolution of disputes with regard to the university's parking and traffic regulations.
- (f) Authorizations.
 - 1. Operation of a motor vehicle upon the campus of UCF is a privilege granted by the university. All vehicles parked on the university campus must be currently registered with the Department of Motor Vehicles and display a valid license tag. UCF adheres to Florida State Statutes regarding vehicle registration expiration dates.
 - 2. The university is authorized and reserves the right to regulate the use of any of its vehicle parking facilities for the exclusive use of designated groups or individuals.

3. Any individual possessing a valid driver's license may operate a properly registered motor vehicle on the UCF campus in accordance with the provisions of these regulations.
4. UCF police officers, community service officers (CSO's) and parking patrollers are authorized to issue a university parking and traffic citation to any person or vehicle violating university parking and traffic regulations.
5. Vehicles are subject to immobilization or being towed from the campus, depending upon the need for such action, as set forth in these regulations.
6. UCF assumes no responsibility for vehicles, or their contents, parked on campus.

(2) Registration Regulations.

- (a) All motor vehicles parked on the UCF campus must be registered with the Department of Parking and Transportation and have the appropriate parking permit properly displayed while parked on campus. This includes vehicles used by evening and special students. Exceptions to this requirement are as follows:
 1. Vehicles displaying "government" license plates.
 2. Properly identified Government officials, such as FBI, ATF, US Customs, etc., who park on campus on official business, whose vehicles do not display an official government tag or other governmental markings, may be issued a one day parking permit free of charge. These permits may be issued at either the Visitor and Parking Information Center or the Department of Parking and Transportation.
 3. Construction personnel and contractors engaged in projects on campus may park within the designated fenced enclosure of the construction site without a UCF parking permit.
 4. Visitors shall comply with subparagraph (i)15 below.
- (b) Registration of more than one automobile and one motorcycle is permissible by paying full price for each permanent decal or hang tag. A hang tag permit transferable from automobile to automobile is also available; however hang tags cannot be transferred from an automobile to a motorcycle.
- (c) The vehicle registration year begins September 1 and ends August 31 the following year. Each vehicle must be registered with permit properly displayed no later than the first day of classes of each semester.

- (d) All individuals who register their vehicles at the university must register them online. Registrants may pay for their parking permits online with a credit card, Knight Cash, or pay for them in person at the Department of Parking and Transportation in Parking Garage B.
- (e) Decal Display – Issued decals are to be permanently affixed to the registered vehicle. Decals must be affixed either to the left rear bumper or on the outside of the rear windshield of the driver’s side. Motorcycle decals must be affixed to the right front fork. Decals not affixed in accordance with instructions will result in a citation for improper display.
- (f) Hang tag permits must be displayed on the rear view mirror with the permit number and expiration date visible and legible from the exterior of the vehicle.
- (g) Registrants must register their own vehicle. The Department of Parking and Transportation must be notified of any change in ownership or license plate number.
- (h) Permanent decals are not transferable between individuals or vehicles. Upon sale or other disposal of a registered vehicle, the permanent decal must be destroyed unless the registrant wishes to purchase a replacement decal. If the registrant wishes to purchase a replacement decal, the registrant must remove the original decal from the disposed vehicle and return it (or sufficient fragments thereof, including the decal number) to the Department of Parking and Transportation as proof that the original decal is no longer in use.
- (i) Parking permits are sold or issued under the following guidelines:
 - 1. Only the university president, vice presidents, associate vice presidents, assistant vice presidents, deans and others as approved by the University Parking and Transportation Advisory Committee are eligible to purchase “A” permits. An “A” permit authorizes parking in a 24-hour reserved space, as well as in any other legal parking space on campus that is not reserved for 24 hours daily use. Only a limited number of 24-hour reserved spaces are available.
 - 2. Except as provided otherwise above in subparagraph (i)1, employees with salaries >\$50,001 must purchase “B” permits. “B” permits authorize parking in designated “B”, “C”, and “D” parking areas or in any unreserved parking garage on the campus. Employees with salaries ~~between \$35,001 and~~ <\$50,000 may purchase

either a “B” or “C” permit, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage. Category of permit must be selected when the permit order is placed. ~~Employees with salaries <\$35,000 must purchase “C” permits. “C” permits authorize parking in designated “C” and “D” parking areas only, or in any unreserved parking garage on campus.~~ Full-time employees who are also enrolled in classes are not eligible to purchase student “D” permits.

3. All non-student OPS employees may purchase “B” or “C” permits based on the aforementioned criteria, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage on the campus.
4. Eligible non-UCF employees of the Research Park and on-campus vending/retail establishments must purchase only “C” permits. A “C” permit authorizes parking in designated “C” and “D” areas only, or in any unreserved parking garage on the campus.
5. All students who do not live on campus may purchase only “D” permits. “D” permits authorize parking in designated “D” parking areas only or in any unreserved parking garage on the campus. Graduate Teaching Assistants, Graduate Research Assistants and all other student OPS employees must purchase only “D” permits.
6. All students, staff and faculty parking motorcycles, mopeds, or motor scooters on campus must purchase motorcycle (“MC”) permits. “MC” permits authorize parking in designated motorcycle spaces only.
7. Residential students who reside in the Apollo, Libra, Nike, Hercules, and Neptune communities must purchase only “R” permits. “R” permits allow parking in all “D” and “R” designated parking areas and any unreserved parking garage, however, posted overnight and game day restrictions apply.
8. Residential students who reside in the Lake Claire community must purchase only “RL” permits. “RL” permits allow parking in all “D” and “RL” parking areas and any unreserved parking garage, however, posted overnight and game day restrictions apply.

9. Students who reside in the Towers at Knights Plaza must purchase only “KP” permits. “KP” permits allow parking in parking garage E or G and any designated “D” parking area and any unreserved parking garage; however, posted overnight and game day restrictions apply.
10. Employees and students at the Rosen campus must purchase “Rosen College” permits. A “Rosen College” permit authorizes parking only at the Rosen campus.
11. Employees of the Athletics Department, UCF Convocation Corporation (UCFCC), and the Arena, may be issued “F” permits. Approval to purchase an ‘F’ permit must be granted by a designee of the Athletics Department or UCFCC. An “F” permit authorizes parking in parking garage F or any other parking lot or unreserved parking garage that is equivalent to the permit they are issued. “F” permits may be red or blue.
12. Special guests of the university, including but not limited to fully retired UCF employees, eligible campus ministry personnel and State Auditors, shall be issued “G” permits, subject to the availability of such permits. A “G” permit authorizes parking in any legal parking space on campus other than those reserved twenty-four (24) hours a day. Requests for this permit shall be submitted to the Department of Parking and Transportation. Retirees who return to work in a full-time position with benefits are not eligible to receive a “G” permit. “G” permits, whether decal or hang tag, are assigned to the retiree or other eligible person(s) for their use only and may not be transferred to another person. Such transference constitutes fraud and the permit may be revoked. Further, additional permit issuance may be prohibited to the retiree as well as any other individual involved with the use of said permit. A replacement fee may be assessed for a “G” permit that is reported lost.
13. Employees and students of the Health Sciences Campus must purchase an “M” permit of the appropriate classification (“BM”, “CM”, or “DM”). “M” permits allow parking at the Health Sciences Campus and the UCF main campus in “B”, “C”, or “D” lots as their permit designates.
14. Vendor permits are available to vendors who conduct business on the university campus. University departments located off campus may purchase vendor permits for short term, official business only. Vendor permits allow for parking for short

term (2 hours) for use of Service Vehicles Only spaces for close parking access to buildings to load or unload materials, supplies, and/or equipment. For all other usage, including any parking exceeding 2 hours, Vendor permits allow use of any “C” or “D” parking lot or unreserved parking garage spaces. Vendor permits are not intended to be used to provide convenient parking or an alternative to purchasing a parking permit. Departments that purchase vendor permits are specifically prohibited from allowing students to use the permits for non-vendor functions, e.g. to go to class or attend campus events. If heavy lifting of materials is not required, a UCF staff hang tag may be purchased instead. Vendors who need a permit on an infrequent basis may purchase a daily permit that can be used as a vendor permit. In such cases vendors must inform Parking and Transportation Services personnel of their need for a vendor parking permit. Departments found in violation of this regulation will have their vendor permit confiscated and rescinded for the balance of the parking year, and may be designated as ineligible for purchase/re-issue of a vendor permit for a period up to one year.

15. Visitors to the campus shall purchase a daily visitor’s parking permit at the Visitors and Parking Information Center or the Department of Parking and Transportation. This permit is to be displayed on the vehicle as instructed and authorizes parking in student (“D”) parking lots and unreserved parking garages unless otherwise directed by parking services personnel. Daily permits are valid from time of purchase until 11:59 p.m. of the date purchased. Visitors may also park in any metered parking space by paying the appropriate parking meter fee. Meters may be enforced 24 hours a day, unless otherwise posted.
16. Persons holding current, permanent state-issued disabled parking permits, disabled veteran or wheelchair license plates, or temporary state disabled parking permits are required to purchase a UCF parking permit of appropriate classification, i.e., “B,” “C,” or “D,” or “Daily Visitor” to park on the campus.
 - a. Disabled persons with such appropriate permits may park in any available disabled parking space on the campus, including unreserved parking garages, except for those spaces that are restricted, such as designated twenty-four hour reserved or service parking spaces.

- b. State-issued disabled parking permits or license plates and a valid UCF parking permit, or daily visitor permit must be properly displayed on the vehicles.
- 17. Temporary parking permits must be obtained when an unregistered substitute vehicle is being parked on campus. A temporary permit may be obtained at the Visitors and Parking Information Center or at the Department of Parking and Transportation during business hours. A temporary permit for substitute vehicles is issued at no charge and allows the same parking privileges as does the permanent decal for which it substitutes. A temporary permit shall be issued for a maximum period of seven (7) days. A maximum of six (6) temporary permits may be issued to a vehicle in a single semester. Failure to obtain a temporary permit will result in a citation for no permit. A temporary permit shall be displayed on the vehicle rearview mirror facing forward.
- 18. Patients of UCF Health Services and UCF Counseling Center or Wellness and Health Promotion Services:
 - a. Health Services: Both a valid UCF parking permit and Health Services parking pass must be properly displayed when parking in Health Services patient spaces. The Health Services pass must be obtained from the reception desk located in Health Services.
 - b. Counseling Center: Both a valid UCF parking permit and Counseling Center parking pass must be properly displayed when parking in the Counseling Center patient spaces. The Counseling Center pass must be obtained from the reception desk located in the Counseling Center.
 - c. Biofeedback Clients: Both a valid UCF parking permit and Biofeedback Center parking pass must be displayed when parking in the Biofeedback client spaces. The Biofeedback pass must be obtained from Wellness and Health Promotion Services.
- 19. Replacement permits:
 - a. Replacement decals are issued for \$14.08 plus tax for a multi-semester permit and \$7.04 for a one semester permit. Proof of sale of the vehicle or return of the original permit is required. If a permit is stolen, ~~a police~~

~~report~~ a stolen parking permit affidavit must be filed and ~~a stolen permit form~~ signed before the replacement permit may be issued.

- b. When the original permit or sufficient remnants thereof, is not returned or proof of sale is not provided, the replacement fee shall be the full fee in effect at the time of the replacement. The full fee also applies to permits to replace those that are reported lost.

(3) Parking Regulations.

- (a) The responsibility of locating a legal parking space rests with the motor vehicle operator. Lack of a convenient space shall not be considered as a valid excuse for violation of any parking regulation. The fact that a person parks or observes others parking in violation of any parking regulation without being cited does not mean that the regulation is not in effect.
- (b) Except as noted herein, all parking regulations apply twenty-four (24) hours a day, seven (7) days a week and parking areas are restricted to specific decal or decals as designated by posted signs or curb markings. However, between the hours of 5:30 p.m. and 7:00 a.m. any vehicle with a valid parking permit may use any “B” (Faculty), “C” (Staff) or “D” (Student) parking space except where otherwise specified by appropriate signs or markings. “A” (Reserved 24 hours), “Service Vehicle Only” parking spaces, and disabled parking spaces shall not be used at any time except by vehicles with decals or certification authorizing use of these specific spaces.
- (c) Metered parking is enforced twenty-four hours a day, seven days a week. Drivers of all vehicles using metered spaces are responsible for paying the posted meter fees.
- (d) The following parking practices are specifically prohibited:
 - 1. Parking on lawns, landscaped areas, sidewalks, or other areas not specifically designated by signs or curb markings as parking areas. The absence of a “No Parking” sign does not mean parking is permissible in an area.
 - 2. Double parking, parking any portion of a vehicle outside designated lines or beyond a post or other delineation device indicating a valid parking space or row.
 - 3. Blocking traffic, other parked vehicles, service areas or spaces, roadways, crosswalks, or wheelchair access aisles and ramps.

4. Parking in an access lane. An access lane is any area that is not designated as a parking space and that provides an avenue for traffic flow.
5. Except as noted in paragraphs (b) and (c) above, parking in any space designated for decals other than the one displayed on the vehicle.
6. Parking in a metered space after the purchased amount of time has expired.
7. Unauthorized parking in 24-hour reserved “A” parking spaces.
8. Unauthorized parking in designated service areas.
9. Parking an unregistered vehicle without a valid parking permit anywhere on the UCF campus.
10. Failure to display parking permits properly: not permanently affixed, improperly placed, or not displayed on the vehicle for which purchased.
11. Failure to cancel registration or to destroy parking decal upon disposal of the registered vehicle.
12. Unauthorized or fraudulent use of a parking permit.
13. Parking a bicycle in a motor vehicle space, on disabled ramps, in areas designated by signs as no bicycle parking, on sidewalks or crosswalks, or in any way to impede ingress or egress of a building.
14. Parking a motorcycle in a motor vehicle space, or any space not designated as motorcycle parking.

(4) Disposition of Parking Citations.

- (a) Payments of non-contested parking citations must be received by the Department of Parking and Transportation within ten (10) ~~working~~business days from the date of citation issue. A late charge of \$10.00 shall be assessed each citation if payment is received after the ten (10) ~~working~~business day period. Payments shall be made by mail, in person, by telephone, online (at www.parking.ucf.edu), or by deposit in campus fine collection boxes. Campus fine collection boxes are yellow and located throughout the campus.
- (b) Once a citation has been placed on the vehicle, Parking and Transportation personnel have no further responsibility of notification.
- (c) Fifty (50) or more coins used in any parking related transaction delays processing and will not be accepted as a form of payment.

- (d) Any person who alleges being unjustly ticketed shall appeal the citation online at www.parking.ucf.edu within ten (10) ~~working business~~ days from the date the citation was issued. The Director of the Department of Parking and Transportation or an authorized designee shall eliminate late charges or dismiss the citation altogether if it is determined to have been issued in error. Appeals not sustained by the director or authorized designee shall be heard by the Parking Citation Appeals Committee. Individuals requesting appeals shall be notified of their scheduled hearing date at the time his or her appeal is submitted online. A reminder of the notification will be emailed to the appellant prior to the scheduled appeal date. In addition, appellants shall be notified by email of the committee's decision subsequent to the appeal being heard. Fees assessed due to a vehicle's immobilization may not be appealed.
- (e) The decisions of the Parking Citation Appeals Committee shall be based upon the provisions set forth in this regulation and extenuating circumstances, if any, and are final and binding, except as set forth herein. A student may request a second level of appeal by submitting a written appeal with the Student Government Association's Judicial Council within ten (10) business days upon receiving notification that the original appeal to the Parking Citation Appeals Committee was heard and denied; ~~however, citations that have been appealed and assessed an administrative fee will not be accepted or granted and the administrative fee will apply.~~ The Student Government Association is responsible for establishing the appeal procedure for this second level of appeal. The decision of the Judicial Council is final and binding and no further appeals shall be permitted. For purposes of this appeal process, "student" shall be defined to mean a person enrolled in classes at UCF as of the date of the parking citation.
- (f) The following reasons will not be accepted by the Judicial Council as grounds to dismiss or reduce a citation. This is not an all-inclusive list:
1. Disagreement with the traffic and parking regulations
 2. Ignorance of the regulation
 3. Stated inability to find a permitted parking space
 4. Operation of the vehicle by another person
 5. Tardiness to class and/or appointment
 6. Inability to pay fine (lack of money)

7. Displayed expired permit
8. Traffic congestion
9. Stated perception that designated parking area is not safe
10. To delay paying the fine for an appealed citation
11. Unsupported evidence of direction by any university official

(g) Students should consider the following when choosing to file an appeal with the Judicial Council:

1. Make sure the reason for the appeal is not one of those listed in subsection (f) above.
2. The student must prepare a concise written and/or oral statement not to exceed five minutes.
3. The Judicial Council will contact the student within three (3) business days to schedule a hearing. The case will be scheduled within ten (10) business days upon the Judicial Council receiving notice of the appeal. If the student does not appear for the hearing in person before the Judicial Council, the original decision of the Parking Appeals Committee will be sustained. The Director of Parking and Transportation Services does not have the authority to overturn the decision of the Judicial Council.

(5) Vehicle Immobilization.

(a) Vehicles are subject to immobilization under the following circumstances:

1. The vehicle has accumulated three or more unpaid parking citations, or unpaid citations totaling \$200.00 or more in fines.
2. Possession of, using, or displaying a fraudulent/unauthorized parking permit. Violators may also be subject to referral to the Office of Student Conduct.
3. For law enforcement purposes, in which case an immobilization release fee may not be charged.

(b) Cost of release from immobilization is \$50.00 and payment of all unpaid citations.

Citations issued up to time immobilization are not allowed to be appealed. Release is available from Parking Services personnel Monday through Friday 7:30 a.m. to 9:00 p.m.

(6) Tow away – Vehicles are subject to being towed from campus at the owner's expense under the following circumstances:

- (a) The vehicle is parked in a hazardous manner, blocking traffic, roadways, crosswalks, sidewalks, disabled ramps, or creating a hazard such as leaking gasoline.
- (b) The vehicle is parked in a space reserved twenty-four (24) hours per day.
- (c) When arrangements to release an immobilized vehicle have not been made within forty-eight (48) hours of the original immobilization.
- (d) When the vehicle is abandoned on campus for any reason whatsoever for more than forty-eight (48) hours.
- (e) When immobilization is not appropriate due to vehicular construction.
- (f) When the vehicle owner has previously removed or attempted to remove an immobilization device without authorization.
- (g) When the vehicle is parked in a parking lot or garage during posted time restrictions.

(7) Revocation of Campus Parking Privileges – The Director of the Department of Parking and Transportation shall revoke the privilege of any person to park a vehicle on campus for a period of one year when it is determined that:

- (a) That person falsifies or willfully misrepresents vehicle registration information.
- (b) That person, whether the owner or operator, displays a fraudulent permit on a vehicle.
- (c) That person has accumulated six (6) or more parking citations during an academic year.

(8) Administrative Penalty for Non-Payment of Parking Citations – A student who is delinquent in the payment of parking citations shall not be permitted to register for class, drop or add classes, receive transcripts or diplomas until the debt has been satisfactorily resolved.

(9) Traffic Regulations.

- (a) Florida Uniform Traffic Control Law, Chapter 316, F.S., as well as Chapter 320 F.S., is in effect on campus at all times.
- (b) Campus speed limits are 10 mph in parking lots and parking garages and 30 mph on roads unless otherwise posted.
- (c) It is a violation to drive or park in an opposing direction than indicated by signs, flow of traffic or directional arrows. Back in parking is allowed unless prohibited by posted signage located at entrances to parking lots or garages.
- (d) Parking bicycles, scooters or vehicles on grass or on sidewalks not used as access areas is a violation. Conveyances used by disabled persons are exempt from this regulation.

- (e) State of Florida Uniform Traffic citations issued on campus by university police officers are referred to appropriate local government courts for disposition.

Authority: BOG Regulation 1.001. History—New 3-22-76, Amended 8-19-82, 5-5-83, 8-14-83, Formerly 6C7-6.07, Amended 8-1-88, 9-20-89, 8-12-90, 7-21-91, 10-11-92, 9-8-93, 9-15-96, 8-14-02, 12-8-03, 8-14-05, 6-27-06, 8-15-06, 6-25-07, 7-31-08, Formerly 6C7-6.007, Amended 7-1-09, 6-24-10, 7-7-11, 3-16-12, 7-23-13, 9-2-14, 6-22-15, 7-5-16, _____-17.

Attachment B

UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.

(1) Vehicle Registration Fees. All fees, as posted, do not include applicable State Sales Taxes. Vehicle permit fees are subject to change at the beginning of each academic year. There is no refund for a parking permit once it is issued.

(a) Decal fees for the ~~2015-16~~2017-18 academic years and going forward are:

Classification	Multi-semester	1 Semester
B	\$303.60	\$152.29
BM	\$303.60	
C	\$181.01	\$ 90.98
CM	\$181.01	
D	\$90.03	\$ 45.01
DM	\$90.03	
G	No charge	No charge
KP	\$135.04	\$67.52
MC	\$46.93	\$23.94
R	\$135.04	\$67.52
RL	\$135.04	\$67.52

(b) Hangtag fees for the ~~2015-16~~2017-18 academic years and going forward are:

Classification	Multi-semester	1 Semester
A	\$1029.58	\$514.79
B	\$318.78	\$159.39
BM	\$318.78	
C	\$190.06	\$95.03
CM	\$190.06	

D	\$94.53	\$47.27
KP	\$141.79	\$70.90
R	\$141.79	\$70.90
RL	\$141.79	\$70.90
V	\$47.89 monthly or \$478.87 annually from date of purchase	

(c) Additional Parking Fees:

1. Daily Visitor: \$5.00 per day.
 - a. Daily Visitor permits after 5:30 p.m.: \$3.00
 - b. Daily Visitor permits are valid from the time of purchase until 11:59 p.m. the same day.
2. Temporary, No Charge (available to current permit holders only).
3. Metered parking: \$1.00 per hour.
4. Pay-by-space (Visitors Lot Only): \$1.00 per hour for a 2-hour maximum.
5. Replacement permits are issued for \$14.08 plus tax for a multi-semester permit and \$7.04 plus tax for a one semester permit. Proof of sale of the vehicle or return of the original permit is required.

(d) Special Provisions. All on-campus residents must pay a premium of 50% above the regular price of a decal. Parking Lots H-5 through H-9 are designated for Lake Claire residents only.

(e) Students who are enrolled in the programs offered by the Center for Multilingual Multicultural Studies (CMMS) are eligible to purchase a seven (7) week permit designated as "DIT". The fee for each seven (7) week permit will be \$25 + state sales tax.

(2) Schedule of Parking Violation Fines.

(a) Violation	Fine
Unregistered or No Valid Permit	\$30.00
Improper Display of Permit	\$20.00
Unauthorized or Fraudulent Use of Permit	\$100.00

Expired License Plate	\$40.00
Parking in a Disabled Space Without Proper Permit	\$250.00
Blocking a Disabled Ramp	\$250.00
Unauthorized Parking in a 24-Hour Reserved Space	\$50.00
Blocking Traffic or a Roadway	\$30.00
Parking in a Service Vehicle Space Without Proper Permit	\$35.00
Parked Out of Assigned Area	\$25.00
Expired Meter or Overtime in a Pay-by-Space Parking Space	\$20.00
Parking in an Undesignated Area	\$30.00
Immobilization Fee	\$50.00
Any Other Parking Violation Not Herein Specified	\$20.00

- (b) All parking violation fines are due within 10 ~~working~~business days. Fines not paid within ten (10) ~~working~~business days, will accumulate a \$10.00 late fee.
- (c) Administrative Fees: A fee may be applied in lieu of the original citation fee(s) when the appellant is found to have committed the violation but the appeals committee deems it reasonable to waive a portion of the fee.
1. Immobilization (Boot) Fee: \$50.00
 2. Impoundment Fee (for bicycles): \$20.00
 3. Failure to display a valid parking permit: \$10.00 each occurrence
 4. Failure to display a valid license plate: \$10.00 each occurrence

Authority: BOG Regulations 1.001 and 7.003. History—New 7-1-09, Amended 8-12-10, 7-7-11, 6-29-12, 7-23-13, 7-9-14, 7-1-15, _____-17.

ITEM: **FF-2**

**University of Central Florida
Board of Trustees**

SUBJECT: Amendments to University Tuition and Fee Regulation UCF-9.001

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the following fee revisions for the UCF Online program effective Fall 2017 and amendments to university regulation UCF-9.001 Schedule of Tuition and Fees.

	Current	Proposed	Dollar Decrease	Percent Decrease
Graduate out-of-state fee	\$ 785.15	\$ 350.00	\$ (435.15)	-55%
Graduate non-resident financial aid fee	39.25	17.50	(21.75)	-55%

BACKGROUND INFORMATION

Board of Governors' regulations 7.001 and 7.003 delegates to the university board of trustees the authority to set per-credit-hour rates for out-of-state fees, graduate tuition (including professional programs), and other associated fees. The financial aid and technology fees may not exceed 5 percent of tuition.

Currently, UCF Online undergraduate non-resident students benefit from reduced out-of-state fee rates. This recommendation was developed to provide the same benefit to UCF Online graduate non-resident students.

Supporting documentation: Attachment A: Regulation UCF-9.001

Prepared by: Tracy Clark, Associate Provost for Budget, Planning, and Administration
and Associate Vice President for Finance

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

ATTACHMENT A

UCF-9.001 Schedule of Tuition and Fees

- (1) All students shall pay resident or non-resident tuition, as applicable, and associated fees. Tuition shall be defined as the basic fee charged to a student for instruction in credit courses at the University of Central Florida. Non-resident tuition shall be defined as the basic fee and the out-of-state fee assessed to non-resident students for instruction in credit courses at the University of Central Florida. Only those students who qualify as a Florida resident as defined in BOG Regulation 7.005 shall not be assessed the out-of-state fee.
- (2) Associated fees shall include the following:
- (a) Tuition differential (applied to undergraduate courses only);
 - (b) Student Financial Aid Fee;
 - (c) Non-resident Student Financial Aid Fee (if student is not a Florida resident);
 - (d) Capital Improvement Trust Fund Fee;
 - (e) Transportation Access Fee;
 - (f) Activity and Service Fee;
 - (g) Athletic Fee;
 - (h) Health Fee; and
 - (i) Technology Fee.
- (3) In addition to the fees listed above, a Distance Learning Course Fee of \$18.00 per credit hour will be assessed for online Web-based courses.
- (4) Registration shall be defined as consisting of two components:
- (a) Formal enrollment in one or more credit courses approved and scheduled by the university; and
 - (b) Payment or other appropriate arrangement for payment (installment, deferment, or third party billing) of tuition and associated fees for the courses in which the student is enrolled as of the end of the drop and add period.
- (5) Tuition and associated fees liability shall be defined as the liability for the payment of tuition and associated fees incurred at the point at which the student has completed registration.

(6) The following tuition and associated fees shall be levied and collected effective the fall semester indicated for each student regularly enrolled, unless provided otherwise by law or in this chapter.

(a) Students will be assessed the following tuition and associated fees per credit hour:

FALL20167

For All Programs Except Doctor of Physical Therapy, Doctor of Medicine, Florida Interactive Entertainment Academy, and UCF Online (amounts per credit hour):

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$511.06		\$785.15
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$25.55		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84	\$10.84	\$10.84
Technology Fee	\$5.16	\$5.16	\$14.40	\$14.40
Total	\$212.28	\$748.89	\$369.65	\$1,194.05

Doctor of Physical Therapy (amounts per credit hour):

Fee	Graduate	
	Resident	Non-Resident
Tuition	\$494.50	\$494.50
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84

Technology Fee	\$14.40	\$14.40
Total	\$575.99	\$1,400.39

Doctor of Medicine (annual amounts):

Graduate

Fee	Resident	Non-Resident
Tuition	\$25,490.80	\$25,490.80
Out-of-State Fee		\$25,594.00
Student Financial Aid Fee	\$1,274.40	\$1,274.40
Non-resident Financial Aid Fee		\$1,279.60
Capital Improvement Trust Fund Fee	270.40	\$270.40
Transportation Access Fee	\$364.00	\$364.00
Activity and Service Fee	\$466.80	\$466.80
Athletic Fee	\$572.80	\$572.80
Health Fee	\$433.60	\$433.60
Technology Fee	\$206.40	\$206.40
Equipment Fee	\$601.00	\$601.00
Total	\$29,680.20	\$56,553.80

Florida Interactive Entertainment Academy (FIEA) (Fall 2016¹ cohort¹ amounts):

Graduate

Fee	Resident	Non-Resident
Tuition	\$1,016.51	\$1,016.51
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84
Technology Fee	\$14.40	\$14.40
Total	\$1,098.00	\$1,922.40

¹ FIEA cohort requires thirty student credit hours obtained in four consecutive semesters.

Graduates receive a Master of Science degree in Interactive Entertainment.

UCF Online (amounts per credit hour):

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$194.93		\$785.15 <u>\$350.00</u>
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$9.74		\$39.25 <u>\$17.50</u>
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Distance Learning Course Fee	18.00	18.00	18.00	18.00
Total	\$179.19	\$383.86	\$327.32	\$1,151.72 <u>\$694.82</u>

- (b) Pursuant to Section 1009.285 F.S., each student enrolled in the same undergraduate course more than twice shall be assessed an additional \$177.57 per credit hour charge, in addition to the fees outlined above for each such course.

(7) Students are required to pay an excess hours surcharge for each credit hour in excess of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. The excess hour surcharge shall become effective for students who enter a state university for the first time and maintain continuous enrollment as follows:

- (a) For students who enter a state university for the first time in the Fall 2009 semester or any academic term thereafter up to and including Summer 2011, the University shall require the student to pay an excess hour surcharge equal to 50 percent of the tuition rate for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (b) For students who enter a state university for the first time in the Fall 2011 semester or any academic term thereafter up to and including Summer 2012, the University shall require the student to pay an excess hours surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 115 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (c) For students who enter a state university for the first time in the Fall 2012 semester or thereafter, the University shall require the student to pay an excess hours

surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 110 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

Authority: BOG Regulations 1.001 and 7.001; General Appropriations Act, 2011. History—New 9-25-02, Amended 12-8-03, 11-22-05, 6-27-06, 8-27-07, 12-07-07, 8-19-08, Formerly 6C7-9.001, Amended 6-22-09, 8-12-10, 7-6-11, 9-15-11, 7-3-12, 8-12-13, 7-17-14, 7-17-15, 4-1-16, 7-5-16.

ITEM: FF-3

**University of Central Florida
Board of Trustees**

SUBJECT: 2017-18 University Operating Budget

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the university's 2017-18 operating budget.

BACKGROUND INFORMATION

Approve the operating budgets for the Educational & General, Medical School, Auxiliary Enterprises, Sponsored Research, Student Financial Aid, Student Activities, Technology Fee, and Concessions areas as indicated in Attachment A.

The Educational & General and Medical School budgets reflect the amounts proposed by the legislature and are subject to approval by the governor. The allocation of new state investments in Performance Funding and Emerging Preeminent University Funding will be determined by the Board of Governors in June. An update will be provided to the Board of Trustees in a future meeting.

All other budgets were compiled using requests from individual departments and a review of expected revenue, expenditures, and fund balances for each area.

Supporting documentation: Attachment A: 2017-18 Proposed Operating Budget
Attachment B: Changes in E&G Funding
Attachment C: Auxiliary Enterprises Proposed Operating Budget
Attachment D: 2016-17 Expenditures vs. Budget

Prepared by: Tracy Clark, Associate Provost for Budget, Planning, and Administration
and Associate Vice President for Finance

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

University of Central Florida 2017-18 Proposed Operating Budget

	2017-18 Proposed Budget	2016-17 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
Educational & General (E&G) ¹				
General Revenue ²	\$ 352,774,365	\$ 334,391,519	5%	\$ 18,382,846
Student Tuition and Fees	288,814,929	270,952,196	7%	17,862,733
Total Educational and General	<u>641,589,294</u>	<u>605,343,715</u>	6%	<u>36,245,579</u>
Medical School (E&G) ¹				
General Revenue	26,495,175	26,140,566	1%	354,609
Student Tuition and Fees	15,718,052	15,654,240	0%	63,812
Total Educational and General	<u>42,213,227</u>	<u>41,794,806</u>	1%	<u>418,421</u>
Auxiliary Enterprises ³	275,887,508	251,990,997	9%	23,896,511
Sponsored Research	163,703,000	160,694,000	2%	3,009,000
Student Financial Aid	515,975,644	513,219,163	1%	2,756,481
Student Activities ⁴	28,217,277	23,750,000	19%	4,467,277
Technology Fee	9,100,000	9,100,000	0%	-
Concessions	750,000	750,000	0%	-
Total Operating Budget	<u><u>\$ 1,677,435,950</u></u>	<u><u>\$ 1,606,642,681</u></u>	4%	<u><u>\$ 70,793,269</u></u>

¹ See Attachment B for detail of the change in budget.

² The allocation of new state investments in Performance Funding and Emerging Preeminent University Funding will be determined by the Board of Governors in June. The 2017-18 proposed budget does not reflect the changes that will result from these items.

³ See Attachment C for detail of the change in budget.

⁴ Increase is due to a \$4.5 million investment in the student union expansion.

Attachment B

University of Central Florida

Changes in E&G Funding

Changes in University E&G Funding

	State Appropriations (preliminary)	Tuition and Fees	Total
2016-17 adjusted budget	\$ 334,391,519	\$ 270,952,196	\$ 605,343,715
World Class Faculty and Scholar Program	11,331,097		11,331,097
Professional and Graduate Degree Excellence Program	4,342,388		4,342,388
Performance Funding - net effect of state investment ¹	-		-
Emerging Preeminent University ¹	-		-
Plant Operation and Maintenance ²	-		-
2016-17 excess tuition and fees (estimated)		5,007,513	5,007,513
2017-18 projected credit hour growth		12,855,220	12,855,220
Subtotal	15,673,485	17,862,733	33,536,218
Unique University issues:			
<u>Recurring allocations:</u>			
Florida Postsecondary Comprehensive Transition Program	1,000,000		1,000,000
Center for Reading - Istation	(1,500,000)		(1,500,000)
Urban Teacher Institute	(250,000)		(250,000)
<u>Non-recurring allocations:</u>			
Advanced Manufacturing Sensor Project	2,500,000		2,500,000
PTSD Clinic for Florida Veterans and First Responders	1,500,000		1,500,000
Florida FIRST Robotics Team Grant	150,000		150,000
Incubator	(250,000)		(250,000)
Lou Frey Institute - Support for Civics Education	(500,000)		(500,000)
Dr. Phillips Center for Performing Arts	(1,147,744)		(1,147,744)
University Security Management Technology	(300,000)		(300,000)
Evans Community School	(1,500,000)		(1,500,000)
Subtotal	(297,744)	-	(297,744)
Health insurance and retirement adjustments	3,259,605		3,259,605
Permanent transfer to UCF Medical School	(252,500)		(252,500)
Subtotal	3,007,105	-	3,007,105
Net increase	18,382,846	17,862,733	36,245,579
2017-18 beginning budget	\$ 352,774,365	\$ 288,814,929	\$ 641,589,294

¹ To be determined and approved by the Board of Governors in June.² The state has not allocated Plant Operation and Maintenance for new space since 2015-16.

Attachment B (Continued)

University of Central Florida

Changes in E&G Funding

Changes in Medical School Funding

	State Appropriations	Tuition and Fees	Total
2016-17 adjusted budget	\$ 26,140,566	\$ 15,654,240	\$ 41,794,806
Enrollment increase		63,812	63,812
<i>Unique University issues:</i>			
<i>Reverse non-recurring allocations:</i>			
Crohn's and Colitis Research	(100,000)		(100,000)
Health insurance and retirement adjustments	202,109		202,109
Permanent transfer from University	252,500		252,500
Subtotal	454,609	-	454,609
Net increase	354,609	63,812	418,421
2017-18 beginning budget	\$ 26,495,175	\$ 15,718,052	\$ 42,213,227

Attachment C

University of Central Florida

Auxiliary Enterprises Proposed Operating Budget

	2017-18 Proposed Budget	2016-17 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
Housing ¹	\$ 34,267,850	\$ 28,928,592	18%	\$ 5,339,258
Parking Services ²	27,131,654	18,639,860	46%	8,491,794
Student Health Services ³	22,207,331	23,424,523	-5%	(1,217,192)
Business Services ⁴	18,394,122	20,381,625	-10%	(1,987,503)
Computer Store, Telecommunications ³	31,520,000	33,385,000	-6%	(1,865,000)
Academic Support - Colleges	6,333,995	6,086,948	4%	247,047
Academic Support - Medical School ⁵	20,553,556	14,673,042	40%	5,880,514
Academic Support - Other	7,718,249	7,961,817	-3%	(243,568)
Student Development and Enrollment Services	12,523,542	12,376,209	1%	147,333
Distance Learning ⁶	10,528,697	7,580,292	39%	2,948,405
Continuing Education, EMBA	13,220,528	13,149,101	1%	71,427
Material and Supply, Equipment Fees	6,608,783	6,493,783	2%	115,000
Energy Management and Sustainability ⁷	20,900,000	22,670,284	-8%	(1,770,284)
Other Auxiliaries ⁸	43,979,201	36,239,921	21%	7,739,280
Total Auxiliary Enterprises	<u>\$ 275,887,508</u>	<u>\$ 251,990,997</u>	<u>9%</u>	<u>\$ 23,896,511</u>

¹ Increase in Housing is primarily due to projects scheduled for the Academic Village and Lake Claire communities, including kitchen, window, and stairwell renovations, as well as replacing locking systems.

² Increase in Parking Services is due to the UCF Downtown Garage.

³ Decreases in Student Health Services, Computer Store, and Telecommunications realigns the budget with historical spending.

⁴ Decrease in Business Services is primarily due to non-recurring construction expenditures in 2016-17.

⁵ Increase in Academic Support - Medical School is due to expansion of the medical residency program. Funding will be provided through partnerships with hospitals.

⁶ Increase in Distance Learning is due to expansion of services to support UCF's growth in online learning.

⁷ Decrease in Energy Management and Sustainability is due to non-recurring construction expenditures for the Combined Heat and Power plant.

⁸ The Other Auxiliaries budget includes the use of cash balances primarily accumulated for the Interdisciplinary Research and Incubator Facility and UCF's Downtown Academic Building. This category also includes auxiliary overhead to support administrative units and a budget reserve for the auxiliaries.

Attachment D

University of Central Florida
2016-17 Expenditures vs. Budget
(as of March 31, 2017 - 75% of year)

	Expenditures as of March 31, 2017	2016-17 Operating Budget	Percent Spent	2015-16 Full Year Percent Spent
Educational & General¹	\$ 432,490,227	\$ 758,974,527	57.0%	80.3%
Medical School¹	31,894,704	58,902,394	54.1%	72.4%
Auxiliary Enterprises	139,322,484	251,990,997	55.3%	82.8%
Sponsored Research	103,317,099	160,694,000	64.3%	91.5%
Student Financial Aid	428,783,650	513,219,163	83.5%	93.4%
Student Activities	15,081,149	23,750,000	63.5%	99.4%
Technology Fee	4,699,381	9,100,000	51.6%	87.6%
Concessions	505,548	750,000	67.4%	82.2%
Total Operating Budget	<u>\$ 1,156,094,242</u>	<u>\$ 1,777,381,081</u>	<u>65.0%</u>	<u>85.6%</u>

¹ The 2016-17 Operating Budget includes carryforward funds for which spending authority was approved in a previous year.

ITEM: FF-4

**University of Central Florida
Board of Trustees**

SUBJECT: 2017-18 Capital Outlay Budget

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the university's 2017-18 capital outlay budget and authorize the president to make adjustments as necessary to the 2017-18 capital outlay budget.

BACKGROUND INFORMATION

Pursuant to Florida Statute 1013.61, each university's Board of Trustees must adopt an annual capital outlay budget that designates proposed expenditures by project. The attached University of Central Florida 2017-18 capital outlay budget lists the projects anticipated to be approved during the legislative session and by the governor, or for which university funds will be spent. Approval is sought for the attached budget along with authorization for the president to make changes to this budget as necessary during the year.

Supporting documentation: Attachment A: 2017-18 Capital Outlay Budget

Prepared by: Lee Kernek, Associate Vice President for Administration and Finance

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

**2017-18 Capital Outlay Budget
Projects By Funding Source**

Projects funded by Public Education Capital Outlay (PECO)	2017-18	Funded
Utilities, Infrastructure, Capital Renewal, and Roofs	\$ 14,000,000	\$ -
Interdisciplinary Research and Incubator Facility	6,042,667	-
Engineering Building I Renovation	15,986,913	-
College of Nursing and Allied Health	-	-
Mathematical Sciences Building Remodeling and Renovation	10,784,652	-
Trevor Colbourn Hall and Colbourn Demolition	38,000,000	-
John C. Hitt Library Renovation Phase II	3,712,800	-
Arts Complex Phase II (Performance)	6,472,794	-
TOTAL	\$ 94,999,826	\$ -

Projects funded by donations and the Courtelis Facility Matching Grant Program	Cumulative 2017-18	
	Donations	Courtelis
Laboratory Instruction Building (P.C.E)	\$ 15,372,777	\$ -
Performing Arts Fund (E)	144,652	-
Career Services and Experiential Center (E)	196,950	-
Caracol in Belize (P.C.E)	350,000	-
Burnett Bio-Medical Science Center (C.E)	2,528,605	-
Arts Complex II Enhancement (P.C)	500,000	-
Medical School Library (P.C.E)	4,000,000	-
Morgridge National Reading Center (P.C)	2,297,170	-
Psychology (E)	86,540	-
Engineering III Enhancement (E)	2,394,463	-
Alumni Center and John and Martha Hitt Library (E)	7,349	-
Optics and Photonics Enhancement (E)	69,085	-
Physical Science Building (E)	1,162	-
TOTAL	\$ 27,948,753	\$ -

Maintenance, repair, renovation, and remodeling projects	2017-18
	\$ 3,854,367
TOTAL	\$ 3,854,367

Capital Improvement Trust Fund	2017-18	Funded
John C. Hitt Library Phase I	\$ 6,854,569	\$ 6,854,569
John C. Hitt Library Phase II	-	1,710,066
TOTAL	\$ 6,854,569	\$ 8,564,635

Projects constructed or acquired with proceeds from other state sources	2017-18	Funded
Interdisciplinary Research and Incubator Facility Phase II	\$ 16,614,853	\$ 16,614,853
CREOL Expansion Phase II	6,784,228	6,784,228
Stadium Video and Sound	5,000,000	5,000,000
UCF Downtown Campus Combined Heat and Power Plant (Tri-gen)	15,118,753	15,118,753
TOTAL	\$ 43,517,834	\$ 43,517,834

Projects constructed or acquired with proceeds from non-state sources, including debt	2017-18	Funded
Student Union Expansion	\$ 14,000,000	\$ 14,000,000
Teaching Hospital at Lake Nona	175,000,000	175,000,000
Institute For Hospitality In Healthcare at Lake Nona	15,300,000	-
UCF Downtown Campus Garage II	15,300,000	-
Special Purpose Housing and Parking Garage	27,540,000	-
Special Purpose Housing II	8,812,800	-
Parking Decks	18,727,200	-
Graduate Housing	55,080,000	-
Refinance UCF Foundation Properties	37,410,000	-
Student Housing	55,080,000	-
Garage Expansion	12,117,600	-
Regional Campuses Multi-Purpose Buildings	30,844,800	-
Partnership Garage	7,711,200	-
Wayne Densch Sports Center Expansion	5,100,000	5,100,000
Baseball Stadium Expansion Phase II	3,060,000	3,060,000
Softball Stadium Expansion and Enhancements	1,020,000	-
Bright House Networks Stadium Expansion and Improvements Phase I	14,790,000	-
Baseball Clubhouse Expansion and Renovation	1,020,000	1,020,000
Bright House Networks Stadium Expansion and Improvements Phase II	39,662,000	-
Football Building	14,737,500	-
Parking Deck	5,100,000	-
Multi-Purpose Medical Research and Incubator Facility	126,817,515	-
Health Sciences Campus Parking Garage I	15,300,000	-
Bio-Medical Annex Renovation and Expansion	13,056,000	-
Outpatient Center	82,620,000	-
Campus Entryways	6,642,054	-
TOTAL	\$ 801,848,669	\$ 198,180,000

**2017-18 Capital Outlay Budget
Projects By Funding Source**

Plant Operations and Maintenance	2017-18	Funded
Florida Advanced Manufacturing Research Facility	\$ 1,339,850	\$ -
Optics Materials Lab Addition	90,634	\$ -
John C. Hitt Library Expansion Phase I Connector	144,228	\$ -
BPW Building	66,182	\$ -
District Energy Plant	94,231	\$ -
CREOL	45,170	\$ -
John C. Hitt Library Expansion Phase I	116,777	\$ -
Arts Complex II Performance	31,353	\$ -
Trevor Colbourn Hall and Colbourn Demolition	2,228,986	\$ -
Coastal Biology	49,169	\$ -
Arboretum Green House	13,112	\$ -
Band Building	98,338	\$ -
CREOL Expansion Phase II	227,815	\$ -
Partnership IV A and B	1,516,513	\$ -
Florida Solar Energy Center	704,523	\$ -
Interdisciplinary Research and Incubator Facility	1,597,691	\$ -
TOTAL	\$ 8,364,572	\$ -

ITEM: FF-5

**University of Central Florida
Board of Trustees**

SUBJECT: UCFAA Line of Credit Increase

DATE: May 18, 2017

PROPOSED BOARD ACTION

The UCF Athletics Association seeks approval to increase the existing operating line of credit with Fifth Third Bank from \$2 million to up to \$5 million to assist with cash-flow timing issues.

BACKGROUND INFORMATION

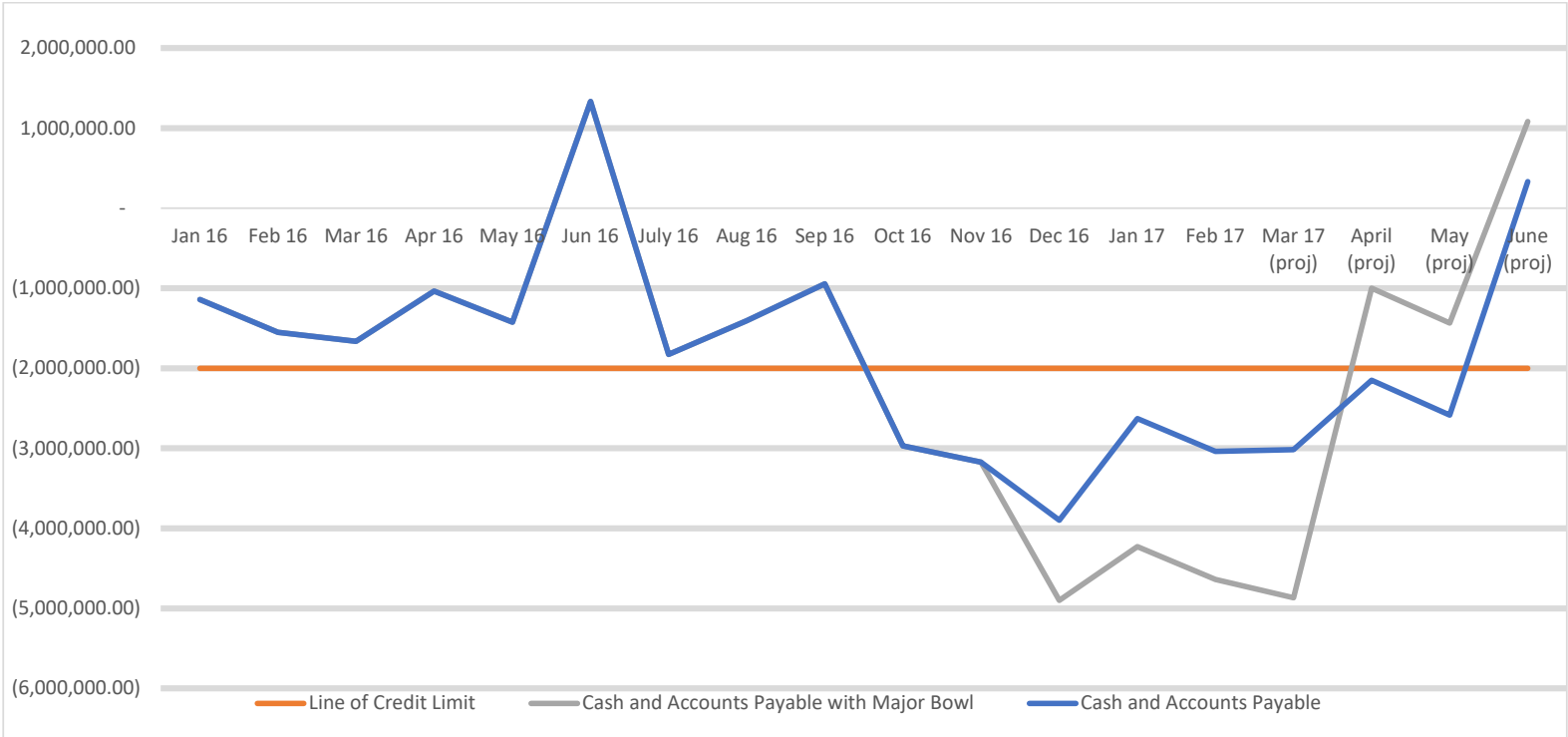
UCFAA opened a line of credit in 2009-10 of \$1.2 million. In 2012-13, the line was increased to \$2 million. However, this amount has not been sufficient during several months of the year. It also does not take into account UCF participating in a major bowl, such as the Fiesta Bowl, or NCAA basketball post-season, where expenses must be paid up front, but are reimbursed several months later. While the current need shows outstanding payables of approximately \$3.8 million in December (see Attachment A), an amount up to \$5 million would assist UCFAA in funding the major post-season events.

Supporting documentation: Attachment A: UCF Athletics Association Cash Flow

Prepared by: John C. Pittman, Associate Vice President for Administration and Finance,
Debt Management

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A



ITEM: FF-6

**University of Central Florida
Board of Trustees**

SUBJECT: Amendment to Agreement Between UCF and ICAMR

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the execution of an amendment to the agreement between UCF and ICAMR, Inc. to confirm escrow of appropriated funds for potential application to expenses arising from specialized water needs of a research and development center managed by ICAMR.

BACKGROUND INFORMATION

UCF and ICAMR entered into an agreement that specifies terms and conditions for ICAMR's expenditure of \$5,000,000 in recurring funds appropriated by the Florida legislature.

UCF and Osceola County are entering into a lease for the research and development center, which ICAMR is to manage. ICAMR intends to recover operational expenses of the center from consortium membership and other fees, including recovery for expenses arising from specialized water needs.

The Tohopekaliga Water Authority (TWA) has advanced \$3,200,000 for construction of advanced treatment facilities for the center, and pursuant to the lease, UCF is responsible for annual payments for a period of 10 years until the TWA capital reimbursement funds are repaid in full. Also, UCF is obligated to TWA pursuant to the lease for certain water, wastewater, and reuse capacity impact fees arising from operation of the center. This amendment to the agreement allows UCF to escrow certain funds for the above-noted TWA obligations.

The agreement had language releasing UCF from any employment obligations for ICAMR. However, UCF and ICAMR have also entered into a memorandum of understanding under which UCF employs individuals to perform activities for ICAMR. This amendment confirms UCF's ability to accept employment obligations for ICAMR by a separate written agreement.

Supporting documentation: Attachment A: Amendment to the Agreement Between University of Central Florida Board of Trustees and ICAMR, Inc.
Attachment B: July 1, 2016 Agreement Between UCF and ICAMR, Inc.
Attachment C: July 28, 2015 Memorandum of Understanding between University of Central Florida Board of Trustees, the University of Central Florida Research Foundation, Inc., and ICAMR, Inc. (MOU), with January 1, 2017 Amendment to the MOU.

Prepared by: Sandra Sovinski, Senior Associate General Counsel

Submitted by: William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer

Attachment A
AMENDMENT #1
To
July 1, 2016 AGREEMENT
Between
University of Central Florida Board of Trustees
And
ICAMR, Inc.

ICAMR, Inc. ("ICAMR") and the University of Central Florida Board of Trustees ("UCF") hereby agree to the following modification to their July 1, 2016 Agreement, pursuant to the terms of Article VIII.

Article IV is hereby replaced in its entirety as follows:

ICAMR contracts with UCF under this Agreement only for the purposes and to the extent set forth in this Agreement. ICAMR'S relationship to UCF under this Agreement shall be that of an independent contractor. UCF does not reserve any control with respect to the activities of ICAMR or the manner and means by which ICAMR effects the activities described in this Agreement. UCF shall not have any obligations with respect to employment contributions, taxes, premiums, or other items payable under federal, state and local laws with respect to the activities of ICAMR, unless otherwise agreed upon in a separate written agreement.

The following additional terms are added to Article II:

6. ICAMR requests, and UCF agrees that, for each fiscal year, upon receipt of the appropriated funds from the State of Florida, UCF will segregate and hold in escrow certain funds for application on ICAMR's behalf, by transfer to UCF as needed, and solely related to operation of that certain research and development center constructed by Osceola County and leased to UCF (the "R&D Center"), as follows:
- a. the total funds required to meet the annual obligation of UCF for the capital reimbursement surcharge payable to Tohopekaliga Water Authority ("TWA") for the advanced treatment facilities, until the \$3,200,000 capital reimbursement funds, including applicable interest, is satisfied in full, and
 - b. the total funds required to meet the obligation of UCF for water, wastewater, and reuse capacity impact fees payable to TWA.

ICAMR and UCF understand and agree that ICAMR intends to recover funds for the obligations defined in 6(a) and 6(b) from organizations utilizing the R&D Center; accordingly, as such funds are recovered and successfully directed to the obligations defined in 6(a) and 6(b), an equivalent amount of the escrow funds shall be released to ICAMR, remaining subject to the remaining terms of this Agreement.

The above referenced modifications are hereby incorporated into the Agreement. Only the articles, paragraphs, and sections referenced herein are modified, and all other provisions of the Agreement remain unchanged.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below, and with understanding and agreement that the amendments set forth herein are effective as of _____.

University of Central Florida
Board of Trustees

ICAMR, Inc.

By: _____

By: _____

Date: _____

Date: _____

Attachment B

AGREEMENT BETWEEN UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND ICAMR, INC.

THIS AGREEMENT is effective as of the July 1, 2016, by and between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES ("UCF"), and ICAMR, Inc. ("ICAMR").

I. BACKGROUND.

ICAMR is a non-profit a 501 c (6) consortium focusing on the research, development, commercialization, and manufacturing of key advanced technologies that will provide Florida with a global competitive advantage to be a leader in the smart sensor industry. This effort will bring opportunities for UCF and others in the Florida state university system (SUS) to establish partnerships with industry and government organizations that will build Florida's high-value, tech-based industry in areas of advanced smart sensors, integrated photonics, sustainable energy, and other advanced manufacturing areas, while simultaneously creating a demand for the highly skilled students from UCF and other SUS institutions.

The Florida Legislature has appropriated the recurring sum of \$5,000,000 to UCF for purposes of supporting ICAMR. The intent of the funds is continued ramp up and sustainment of ICAMR base operations, as stated in the proposal to the legislature ("LBR"). This intent, and ICAMR's purpose,

- Aligns with UCF's strategic goals: (1) to be excellent in key areas of research and graduate education, (2) to be international in scope, and (3) to be America's Leading Partnership University,
- Directly supports the UCF Work Plan Mission Statement of impactful research and the public service initiative of partnering with government and industry to build Florida's wealth-producing economy, which in turn provides high-paying jobs for UCF and other SUS STEM graduates, and
- Builds upon UCF's existing prominence in optics and photonics research and further establishes these as preeminent programs for the SUS.

This Agreement between ICAMR and UCF is for documenting the terms of use of such appropriated funds by ICAMR.

II. AGREEMENT.

ICAMR acknowledges that the appropriated funds received by UCF from the Legislature have been and will continue to be transferred from UCF to ICAMR's fiscal agent, the University of Central Florida Research Foundation, Inc. (UCFRF) for the purpose of supporting the design and advanced manufacturing of smart sensors in Osceola County. ICAMR further agrees that expenditure of state funds must adhere to all applicable laws and agency regulations, and acknowledges and agrees to the following special terms and conditions for its expenditure of the appropriate funds:

1. All expenditures will be in accordance with the intent set forth in the LBR and in support of the purpose, above.

2. Expenditures will reconcile with the LBR budget and the following categories set forth therein:

- a. Salaries
 - i. Faculty salary
 - ii. A&P/USPS salary, OPS and other salary of UCF personnel assigned to support ICAMR operations
- b. Expenses, including expenses for contract personnel
- c. Operating capital outlay
- d. Electronic data processing
- e. Special category

3. All ICAMR expenditures hereunder will be in conformance with the ICAMR Procurement Guidelines, attached hereto as Exhibit A, and incorporated herein by reference. Additionally,

- a. For all expenditures greater than \$75,000, ICAMR will, in advance of the RFP, advise the UCF Authorized Representative for the ICAMR/Osceola County Development project, UCF's Vice President for Research and Dean of the College of Graduate Studies.
- b. For all sole source purchases, ICAMR will, in advance of the purchase, advise the UCF Authorized Representative for the ICAMR/Osceola County Development project, UCF's Vice President for Research and Dean of the College of Graduate Studies.

UCF intends to leverage the combination of the appropriated funds with UCF's faculty recruitment opportunities associated with its performance-based funding, and its recruitment, education, and placement of top STEM graduates.

4. ICAMR will submit quarterly reports of its use of the appropriated funds, showing:
- a. how the use is tracking to the LBR categories, as specified in #2 above, and
 - b. how the funds have been applied to:
 - i. continue the ramp up and sustainment of ICAMR base operations,
 - ii. advance future opportunities for STEM graduates, and
 - iii. support development of industry partnerships in the region; and
 - c. procurement documentation for expenditures.

Which reports shall include, but not be limited to, the following LBR elements:

- 1. hiring of critical personnel (research scientists, technicians, and administrative personnel),
- 2. purchase of critical materials used in advanced manufacturing research,
- 3. expenditures for R&D operations, and
- 4. lease of highly specialized manufacturing tools.

5. ICAMR will notify UCF, in advance, of any changes to ICAMR's procurement and vendor selection guidelines.

III. TERM OF AGREEMENT.

The Agreement shall be effective July 1, 2016 and shall continue until (1) the recurring appropriation of the funds by the Legislature discontinued, or (2) the Agreement is terminated by agreement of the parties or otherwise as set forth herein.

IV. INDEPENDENT ICAMR.

ICAMR contracts with UCF under this Agreement only for the purposes and to the extent set forth in this Agreement. ICAMR'S relationship to UCF shall be that of an independent contractor. UCF does not reserve any control with respect to the activities of ICAMR or the manner and means by which ICAMR effects the activities described in this Agreement. UCF shall not have any obligations with respect to employment contributions, taxes, premiums, or other items payable under federal, state and local laws with respect to the activities of ICAMR.

V. SEVERABILITY.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

VI. GOVERNING LAW.

Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the laws of the State of Florida will govern the interpretation, validity and effect of this Agreement. Venue for any action to construe or enforce the terms of this Agreement shall be in Orange County, Florida, and each party hereby consents and submits to the jurisdiction of such courts.

VII. AUDIT

ICAMR will keep accurate and complete records and accounts pertaining to the expenditures hereunder. Upon reasonable notice, and no more than once per calendar year, UCF may audit ICAMR's records relating to the expenditures hereunder.

VIII. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement between the parties regarding the subject matter set forth herein, and supersedes all prior agreements and understandings between parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

IX. NOTICES.

Any notice or other communication pursuant to this Agreement shall be in writing, unless stated otherwise, and shall be effective five (5) days following deposit of the same in the United States mail, return receipt requested, priority postage prepaid, addressed to:

ICAMR Chester Kennedy Chief Executive Officer 400 W. Emmett St. Kissimmee, FL 34741 407-742-4254 office 407-221-4346 cell fran.korosec@ucf.edu	UCF Elizabeth A. Klonoff Vice President for Research and Dean of the College of Graduate Studies 4365 Andromeda Loop North Millican Hall 243 Orlando, FL 32816 Elizabeth.Klonoff@ucf.edu
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X. NO THIRD PARTY BENEFICIARIES.

This Agreement does not create, and should not be construed as creating, any rights enforceable by any person not a party to this Agreement.

XI. WAIVER.

No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto or contained therein. Either party may resort to one form of remedy without such remedy constituting a waiver of alternative remedies.

XII. MISCELLANEOUS.

1. UCF may terminate this Agreement at any time for refusal by ICAMR to allow public access, mandated by law, to all documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by ICAMR or UCF in conjunction with this Agreement.
2. UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. ICAMR assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of ICAMR's officers, employees, servants, and agents, or other persons acting or engaged to act by ICAMR in furtherance of the obligations of ICAMR under this Agreement. UCF, as a state entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment or agency by UCF. UCF and ICAMR further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the

laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. No party shall be deemed to have waived any right or remedy set forth herein unless such waiver shall be set forth in writing and signed by the parties. The failure of either party to exercise any right or remedy pursuant to the terms and conditions set forth herein shall not constitute a continuing waiver of any subsequent breach of such terms and conditions.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective the date and year first above written.

ICAMR, Inc.

By: 
Its: CEO

UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES

By: 
Its: _____

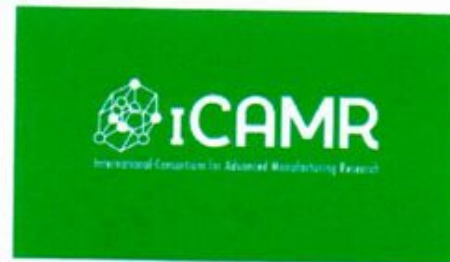
Approved as to Form and Legality

 2/22/2017

Exhibit A
ICAMR Procurement Guidelines

VERSION 1.0

JUNE 9, 2016



PROCUREMENT GUIDELINES

REVIEWED AND APPROVED BY:

BY:
CEO

Don W. Keller
BY:
DIRECTOR, BUSINESS DEVELOPMENT

BY:
DIRECTOR, BUSINESS OPERATIONS

U. R.
BY:
DIRECTOR, TECHNOLOGY

I. Overview

The guidance provided in this document apply to all ICAMR procurements, including materials, supplies, services, and equipment. The information below shows the approval matrix and general process and documentation required.

ICAMR Spending Authority:

1. Purchases up to \$100,000 are allowable with the approval of the ICAMR Buyer.
2. Purchased from \$100,000.01 - \$1,000,000 are allowable with approval from either the Director of Business Operations, Director of Technology, or the Executive Director of Operations and Technology Programs.
3. Purchases greater than \$1,000,000.01 requires the approval of the CEO or their delegate.

Vendor Selection Requirements			
	Up to \$10,000	\$10,000.01 - \$75,000	Greater than \$75,000
Bid Process Required	No	Yes	Yes
Acceptable Forms of Price Comparison	N/A	Formal written quotes on vendor's letterhead	RFP – formal responses
Minimum # of Bids Required	1	3	3
Submit Bid Documentation to the Buyer, specified in section C below	No	Yes	Yes

No purchase should be divided or subdivided in order to avoid the formal competitive bidding in accordance with the above table.

A. Authority to Purchase

Only the designated ICAMR Buyer may process the requisition/purchase order, on behalf of ICAMR. The ICAMR Buyer is responsible for reviewing all procurements to ensure the purchases are allowable per the funding source, allocable, reasonable for the project and/or ICAMR business, and consistent with applicable regulations and this guidance document.

Those ICAMR representatives holding a Purchase Card are authorized to make purchases on their Purchase Card consistent with the guidelines set below.

Exceptions to these guidelines require prior approval of the ICAMR CEO.

B. Code of Ethics

1. Code of Conduct:

All representatives of ICAMR are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgement. Representatives are expected to be principled in their business interactions and act in good faith with individuals both inside and outside of the ICAMR community.

2. Conflict of Interest:

The Code of Conduct shall govern the performance, behavior and actions of ICAMR, including Board members, representatives, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services; awarding contracts and grants; or the administration and supervision of contracts.

- a. No representative, employee, officer, director, volunteer, or agent of ICAMR shall participate in the selection, award, or administration of a bid or contract supported by Federal funds if a conflict of interest is real or apparent to a reasonable person.
 - b. Conflicts of interest may arise when any representative, employee, officer, director, volunteer or agent of ICAMR has a financial, family, or any other beneficial interest in the vendor firm selected or considered for an award.
 - c. No representative, employee, officer, director, volunteer, or agent of ICAMR shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to a company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid that violates any law or policy.
3. Gratuities:

The representatives, employees, officers, directors, or agents of ICAMR may not accept gratuities, favors, or anything of monetary value in excess of \$100 from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a subcontract agreement or ancillary contract. Solicitation of any gratuities, gifts, or favors are not allowable.

The acceptance of any gratuities, favors, or anything of monetary value, contrary to this section may lead to disciplinary action.

C. Prohibited Purchases

All expenditures must be reasonable and supported by a sound business reason. Expenditures for personal or non-business related items/services are not allowable.

For more information on whether or not a purchase is allowable, discuss with the ICAMR Buyer.

D. Purchases are for ICAMR Business Only

The ICAMR Buyer is only authorized to make purchases for ICAMR business only. Purchases for individuals or organizations for personal reasons are not allowable.

II. Procedure

A. Overview

In general, the following steps outline the procurement process from requesting a purchase to be made through the acceptance and authorization for final payment.

1. Once a business need is identified that an item is necessary for the continuation of a funded project or ICAMR business operation, the requestor will create a bid package (depending on the dollar value in conjunction with the Vendor Selection Requirements above).
2. The requestor is responsible for securing the required number of quotes or proposals, evaluating all quotes/proposals received in response to the identified need, and submitting the Vendor Selection Form and any other required document as outlined on this form (or any other additional documentation to show the ICAMR Buyer of their due diligence).
3. The completed package is submitted to the ICAMR Buyer for review and to place the order, once all proper signatures and documentation are on file.

4. The ICAMR Buyer will review invoices, and work with the requestor with regards to properly monitor deliverables/milestones/payments/inspection/etc.
5. Once the item is received, and passes inspection and/or testing and is affirmed by the requestor, the ICAMR Buyer will be responsible for authorizing final payment to the vendor.

B. Requisition

The procedures below outline the manner in which the request for procurement should be completed:

1. A requisition, containing all applicable documents (i.e. vendor selection form with all signatures, quotes, RFP/RFQ and responses, etc.) will be submitted to the ICAMR Buyer.
2. The ICAMR Buyer will:
 - a. Review the funding source (grant, contract, etc.), as applicable, and other applicable regulations to ensure that the items to be purchased are allowable and there are no additional procurement conditions, specific to the funding source, that would supersede these guidelines. If agency approval is required, will send the formal request to the agency for approval.
 - b. Determine if the transaction will be with a subawardee, or a vendor/subcontractor. Subaward agreements are not covered by this guidance document.
 - c. Review all attached documentation, with leadership as needed, to determine if the price is reasonable. If the requisition is a Sole Source, the ICAMR Buyer will ensure that all paperwork and justifications are appropriate and that it is apparent that a Sole Source procurement is in the best interest of ICAMR.
 - d. Determine, with consultation with the requestor and ICAMR leadership (as appropriate), the type of procurement instrument to use. Examples of procurement instruments include, but are not limited to, service agreements, purchase orders, etc.
 - e. Process the purchase order to begin the procurement with the vendor

C. Documentation Requirements for All Purchases

The requestor must submit all documentation requested below to the ICAMR Buyer:

1. Small Purchases (up to \$10,000) – Submit the signed Vendor Selection Form to the ICAMR Buyer. The requestor is responsible for keeping any backup justifying their choice in vendor. Backup may include screen shots from any vendors' catalog which shows the date, item, and unit price, informal quotes via email or phone.
2. Procurements from \$10,000.01 - \$75,000 – Submit the Request For Proposal/Request For Quote package to the ICAMR Buyer, which will include a signed Vendor Selection Form, and 3 formal quotes from the vendors to the ICAMR Buyer. If there are not 3 vendors appropriate to bid on the Request for Proposal/Request for Quote, additional justification will be required, consistent with the instructions on the Vendor Selection Form. The Vendor Selection Form is the official price analysis documentation.
3. Procurements greater than \$75,000 - A formal solicitation is required. This is accomplished through the use of a Request for Proposal or Request for Quote that clearly sets forth all requirements to be evaluated. A price or cost analysis form must be completed by the requestor and the ICAMR Buyer.

D. Request for Quotes (RFQs)

1. An RFQ should be used when the item to be purchased is a known commodity and standard offering from multiple vendors. The RFQ should be prepared by the requestor, in conjunction with the ICAMR Buyer, and should include the following:
 - a. Part descriptions and item numbers
 - b. Quantities/volumes

- c. Quality levels
 - d. Delivery requirements
 - e. Any specific terms and conditions
 - f. Other value added requirements or terms, as necessary
2. The requestor is responsible for advertising the invitation for vendors to respond.
 3. The requestor will collect all responses and properly fill out the Vendor Section Form
 4. All documentation, in accordance with the document requirements as set forth in section C above will be submitted to the ICAMR Buyer for final review and to process the purchase.

E. Request for Proposals (RFPs)

1. RFPs are used for any procurement where an exact item or service is not fully identified and a solution is being requested. The RFP should be prepared by the requestor, and should include:
 - a. The purpose
 - b. General information, including the deadline for responses
 - c. Performance criteria
 - d. Statement of work, specifications, requirements, milestones, deliverables
 - e. Proposal preparation and submission instructions
 - f. Evaluation criteria
 - g. Any special terms/conditions (i.e. software addendum language, ECCN, Debarment Certificate, etc.)
 - h. Any other relevant documentation which would help to make a proper vendor selection
2. The requestor will work with the ICAMR Buyer and leadership, as appropriate, to advertise any formal invitation to bid.
3. When 2 or more bids or proposals are received, the award shall be made to the lowest responsive and responsible bidder meeting the specifications of the RFP, or the bidder offering the best value to ICAMR.
4. If only 1 bid or proposal is received, the ICAMR Buyer and requestor may review the RFP and resultant bid to determine the reasons, if any, that only 1 response was received. An award can be made to the single bidder if the bid is fair and reasonable, or a second call for bids can be made if it is determined that it is in the best interest of ICAMR.
5. In the event that no bids are received, the requestor, along with leadership and the ICAMR Buyer will work together to make any revisions to the RFP and re-post the request for bidders to respond.
6. ICAMR has the right to reject any and all bids or proposals, and such reservation shall be indicated in all advertisements and specifications.

F. Purchase Card

ICAMR's CEO or Directors, through its fiscal agent the University of Central Florida Research Foundation, Inc. ("UCFRF"), will administer Purchasing Cards to select individuals with good standing to be cardholders. Those representative of ICAMR who hold a Purchasing Card through the UCFRF shall abide by the guidelines as set forth in the UCFRF Business Manual.

G. Reimbursements for Expenses Using Personal Funds

Reimbursement to ICAMR representatives, originally purchased by their personal funds, for small out-of-pocket expenses incurred as a result of the employee being in a situation that prevented them from submitting a requisition (i.e. printed materials or copies while attending an out of town meeting, meals incurred related to search committees, expressway tolls, etc.). Reimbursements for personal funds use should not be used to make purchases that could be bought by the ICAMR Buyer or from their Purchasing Card.

ICAMR representatives should not use their personal funds to procure commodities or services then seek reimbursement simply because they did not plan for the need or because they prefer to buy it after work hours without going through normal purchasing procedures.

Reimbursement requests for personal funds use must be submitted to the ICAMR Buyer and shall include detailed receipts and a brief justification to show the need/purpose of personal fund use.

III. Exempted Purchases

A. Sole Source Purchases

ICAMR intends to procure items and services under open competition; however, competition may not always be possible or in the best interest of ICAMR. In cases where ICAMR must use a specific vendor, a sole source exemption may be granted, and should only be made under the following circumstances:

1. Only one response is received to a publicly posted RFP/RFQ
2. Is required by the sponsoring agency
3. The particular vendor has unique or prior experience
4. The item being procured is proprietary or has unique requirements
5. Extreme urgency, where there is insufficient time to conduct a competitive source selection

Sole source procurement is a non-competitive vendor selection and should be used as a last resort.

B. Sole Source Procedure

1. The Sole Source section of the Vendor Selection Form must be filled out, with a justification in enough detail to allow for evaluation and determination of the validity of the sole source.
2. The completed Vendor Selection Form must be approved in the following order:
 - a. Project Manager
 - b. ICAMR Buyer
 - c. Additional signatures as required per section I above.
3. Once all of the approvals have been received, the ICAMR Buyer will proceed in processing the purchase order for the item/service.

IV. Forms

A. Vendor Selection Form

B. Cost/Price Analysis Form

Attachment C

MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

And

UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

And

ICAMR, INC.

This Memorandum of Understanding ("MOU" or "Agreement") effective on the 28th day of July, 2015 ("Effective Date") sets forth the intentions and understandings of ICAMR, Inc. ("ICAMR"), and the University of Central Florida Board of Trustees ("UCF") and the University of Central Florida Research Foundation, Inc. ("UCFRF") (individually, "Party", and collectively, the "Parties");

WHEREAS, UCF is an educational and research institution that collaborates for the advancement of research, education, and training opportunities;

WHEREAS, UCFRF is a non-profit corporation of the State of Florida, a direct support organization ("DSO") within the definition of Section 1004.28, Florida Statutes, and an instrumentality of UCF, operated to promote, encourage, and assist research and development activities of UCF;

WHEREAS, ICAMR is a Florida not-for-profit corporation, established June 5, 2014, through the collaboration of UCF, UCFRF, Osceola County ("Osceola"), Florida High Tech Corridor Council, Inc. ("FHTCC"), and other collaborators, with a mission to promote local economic development and commercialization of advanced photonics and sensor technologies, to lead development of a high impact industry center by growing new, and attracting, high tech companies, and to promote cooperative research and development by leveraging the capabilities of UCF and other educational institutions to accelerate the advancement of sensor-photonics manufacturing development ("Mission");

WHEREAS, in support of the Mission, UCF entered into a certain Development Agreement on August 25, 2014 by and between Osceola, UCF, and FHTCC for development of an Advanced Manufacturing Research Center ("Center");

NOW THEREFORE, the Parties agree as follows:

I. SCOPE

This MOU is intended to memorialize the relationship of ICAMR with UCF and UCFRF, whereby UCF and UCFRF agree to assist ICAMR in ICAMR's efforts to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry, and government collaborators to accelerate advancement in smart sensor development and manufacturing, in support of the Mission, and according to the terms set forth herein. The Parties understand and agree that at such time as UCF enters into a lease with Osceola for the Center, and prior to ICAMR providing services to UCF related to the Center, the Parties will enter into a separate contract ("Future Contract").

II. NEGATION OF THE FORMATION OF A BUSINESS ORGANIZATION

This MOU shall not constitute, create, or in any way be interpreted as a partnership, joint venture, or formal business organization of any kind between UCF and ICAMR, or UCFRF and ICAMR,

and the rights and obligations of the Parties shall be only those expressly set forth herein. ICAMR shall not have the authority to bind UCF or UCFRF.

III. ACTIVITIES

A. UCF has:

- a. Through its DSO UCFRF, provided \$1,000,000 of initial development funding for ICAMR staffing/startup team;
- b. Provided \$9,000,000 of funding for certain uses related to the Center;

B. UCF will:

- A.
 - a. Provide \$7,000,000 of in-kind support for the Center through focused faculty hires;
 - b. Lease the Center from Osceola as the central facility for performance by ICAMR in support of the Mission, with Center use as specified in the Development Agreement
- c. Provide ICAMR with:
 - i. initial, start-up phase employee(s), pursuant to the Interagency Personnel terms set forth herein;
 - ii. reasonable administrative support;
 - iii. a website, and support related to the website; and
 - iv. financial support for reimbursable expenses, such as travel related to the Mission, until such time as the committed funds specified in this Article III are exhausted. The Parties will cooperate in seeking to raise future funds; however, for avoidance of doubt, UCF's performance and obligation to pay under this Article III(B)(c)(iv) is contingent upon the availability of funds, and exhaustion of specified committed funds and/or failure of the Parties to raise future funds shall not be deemed to be an event of default by UCF under this Agreement.
- d. Assist and work with ICAMR to:
 - i. Enable ICAMR to manage the Center following lease execution by UCF and pursuant to the terms of the Future Contract, including, without limitation, fostering collaborative R&D programs in the Center;
 - ii. Review planned operations and funding in view of the Mission;
 - iii. Assist with synergy between the Center and industry, to recruit companies and new funding sources;
 - iv. Coordinate design of the Center; and
 - v. Define intended collaborative research structures, and related programs.

C. UCFRF will:

- a. In accordance with its designation as a DSO of UCF, and in support of UCF's role in the Mission, act as ICAMR's fiscal agent for the collection, administration, and disbursement of funds;
- b. continue to establish accounts for each ICAMR funding source. Funds have been and are expected in the future will be provided in support of ICAMR's mission by UCF, Osceola, FHTCC, and third-parties, including but not limited to, private industry, and federal/state/local governments, including, for example, the Florida Department of Economic Opportunity, Division of Strategic Business Development.
- c. Provide direct electronic access to ICAMR financials for authorized ICAMR staff, whereby ICAMR staff can generate monthly and on-demand financial reports, by funding source, for actual expenditures incurred and future encumbrances.

D. ICAMR will:

- a. Conduct operations in the Center in support of the Mission following lease execution by UCF and pursuant to the terms of the Future Contract;
- b. Pursue funding and in-kind contributions from industry and other participants to support the Center and consortium operations;

- c. Collaborate with UCF and UCFRF in:
 - i. the formation, and subsequent to the execution of the Future Contract, operation of the Center;
 - ii. the sharing of resources and personnel, as set forth in this Agreement, during ICAMR's transition to a fully operational business;
 - iii. the recruitment of consortium members and sources of funding and other support;
 - iv. the design and execution of advanced R&D program(s) in support of the Mission; and
 - v. the fostering of commercialization of research results generated in the Center.

IV. INTER PERSONNEL ASSIGNMENT

A. UCF will retain individuals to serve as ICAMR representatives ("ICAMR Representatives") to perform the activities in the MOU. The ICAMR Representatives are listed in Appendix A, which is attached and incorporated herein by reference. The Parties will review and update Appendix A as needed, and as agreed upon in writing, in a new Appendix A1, A2, and so on.

B. UCF shall administer the employment of the ICAMR Representatives and shall appoint each individual to perform their individual roles for ICAMR, as indicated in Appendix A. Other than as defined in this Agreement, ICAMR will provide all other operational support directly to the ICAMR Representatives, as needed for their performance.

C. ICAMR shall define the ICAMR Representatives' duties in their appointed roles, but ICAMR acknowledges that in all such duties, ICAMR Representatives, as UCF employees, remain subject to applicable UCF policies and regulations. ICAMR agrees that UCF and UCFRF will bear no responsibility for ICAMR Representatives operational support other than as provided in this Agreement.

D. UCF will provide financial support for the ICAMR Representative appointments in Appendix A, including salary and fringe benefits, until such time as the committed funds specified in Article III are exhausted. The Parties will cooperate in seeking to raise future funds for ICAMR Representatives; however, for avoidance of doubt, UCF's performance and obligation to pay under this Article IV is contingent upon the availability of funds, and exhaustion of specified committed funds and/or failure of the Parties to raise future funds for ICAMR Representatives shall not be deemed to be an event of default by UCF under this Agreement.

V. AMENDMENTS AND REVIEW

The terms of this MOU may be amended only by written mutual agreement, effective when signed by the Parties.

VI. TERM AND TERMINATION

This MOU shall be in effect from the Effective Date for two (2) years, or until execution of the Future Contract, whichever occurs first.. Any Party may terminate this MOU upon ninety (90) days written notice to the other Parties. Upon termination, the Parties will cooperate in: (1) an accounting of any and all outstanding amounts for which any Party is obligated, including any non-cancelable obligations incurred through the date of termination, and (2) the transition of activities under this MOU, as reasonable and applicable in order to support the Mission.

VII. USE OF NAME

ICAMR may not use UCF or UCFRF's names or trademarks in publicity without advanced written approval of the respective Party, or in any manner that would lead a third party to be confused as to source of any advertising or other form of publicity. Similarly, UCF and UCFRF each may not use ICAMR's name in any manner that would lead a third party to be confused as to the source of any advertising or other form of publicity. However, the Parties agree in advance that each may use the names of the others in referencing this MOU and the relationship defined herein.

VIII. CONFIDENTIAL INFORMATION

The Parties will enter into a Confidential Disclosure Agreement that will govern the exchange of information under this MOU, except that UCF shall not be deemed in breach of this MOU for complying with the requirements of Chapter 119, Florida Statutes ("Florida Public Records Act").

IX. INTELLECTUAL PROPERTY

The Parties anticipate and intend further agreement(s) to address and define the allocation of Intellectual Property ("IP") rights at the Center, in specific consortium programs and collaborative projects, and with and between consortium members and the Parties, as applicable.

Absent any written agreement(s), the IP of ICAMR shall remain the property of ICAMR and the IP of UCF shall remain the property of UCF or UCF's designees. Each Party grants to each other Party a non-exclusive, royalty-free license to use its data, copyrights, and other non-patentable IP to the extent necessary for the performance of activities under this MOU.

X. GOVERNING LAW

This MOU shall be construed in accordance with the laws of the State of Florida. Any dispute between the parties concerning the terms of this Agreement shall be decided in a court of competent jurisdiction over the parties and subject matter hereto in Orlando, FL.

XI. REPRESENTATIONS AND LIMITATION OF WARRANTY AND DAMAGES

Each Party represents that it has the right, power and authority to enter into this MOU, to grant the right granted herein and to perform the duties and obligations described herein. The Parties further represent that they shall comply with applicable state and federal laws. NEITHER PARTY MAKES ANY REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES OR OTHER OBLIGATIONS PERFORMED UNDER THIS AGREEMENT. Except as otherwise provided in the Agreement, no representations, warranties, or guarantees of any Party not contained in this Agreement shall be binding on either Party.

In no event will any Party be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

XII. INDEMNIFICATION

ICAMR assumes any and all risks attributable to the acts or omissions of the ICAMR Representatives while assigned by UCF and acting in their roles for ICAMR, and agrees to indemnify and hold harmless UCF, the UCF Board of Trustees, UCFRF, and their respective employees,

agents, and officers (collectively, the "Indemnified Parties") against and in respect of: (1) any fees or taxes which are not anticipated in Article IV but which UCF may be required to pay to the government authorities for activities related to the ICAMR Representatives, and (2) against any legal actions that might result from the activities of the ICAMR Representatives while providing services to ICAMR under this Agreement, except that ICAMR shall not be liable for loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of UCF or UCFRF acting within the scope of his or her employment by UCF or UCFRF, respectively. UCF and UCFRF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 782.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of immunity and/or limits of liability of UCF or UCFRF beyond any statutory limited waiver.

XIII. NOTICES

Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address

Administrative Points of Contact:

ICAMR:

Fran Korosec
Program Management Office
ICAMR
3 Courthouse Square, 2nd Floor
Kissimmee, FLA, 37471
Phone: 407.742.4254
Email: fran.Korosec@ucf.edu

UCF:

Amanda Wilcox
Sr. Contact Manager
Office of Research & Commercialization
12201 Research Parkway, Suite 501
Orlando, FL 32826
Phone: 407-882-2227
Email: mandy@ucf.edu

UCFRF:

Kim Smith
Director
University of Central Florida Research Foundation, Inc. 12201 Research Parkway, Suite 501
Orlando, FL 32826
Phone: 407-823-3062
Email: kim@ucf.edu

XIV. INDEPENDENT CONTRACTOR AND COMPLIANCE WITH LAWS

- A. ICAMR is an independent contractor, and ICAMR shall not be considered the partner, employer or joint venture of or with UCF or UCFRF. As Independent contractors, each Party shall perform its duties under this MOU according to applicable policies, procedures, and regulations.

- B. ICAMR will ensure that the ICAMR Representatives, and UCF will ensure that its employees (except for the ICAMR Representatives) comply with all applicable laws and regulations and Center site rules in the performance of obligations under this MOU, including, but not limited to, environmental, health, and safety laws; employment laws; and U.S. export control laws.

XV. EQUIPMENT AND TOOLS

The Parties anticipate and intend further agreement(s) to address and define the allocation of rights and obligations, including title, to equipment and tools for specific consortium programs and collaborative projects, and with and between consortium members and the Parties, as applicable.

Absent any written agreement(s), UCF will hold title to all equipment and tools purchased with funds provided by UCF or UCFRF under this Agreement.

XVI. NO ASSIGNMENT

No Party may assign or transfer its rights and remedies nor transfer its obligations or subcontract of the activities to be performed by that Party under this Agreement, in whole or in part, without the prior written consent of the other Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

University of Central Florida
Board of Trustees

By: [Signature]

Date: 7/28/15

University of Central Florida
Research Foundation, Inc.

By: [Signature]

Date: 7/28/15

ICAMR, Inc.

By: [Signature]

Date: 7/28/15

Approved and Legally
[Signature], 7/28/2015

AMENDMENT #1
To
MEMORANDUM OF UNDERSTANDING
Between
University of Central Florida Board of Trustees
And
University of Central Florida Research Foundation, Inc.
And
ICAMR, Inc.

The Parties to this Memorandum of Understanding, dated July 28, 2015, hereby agree to the following modification, pursuant to Article V:

The following paragraph is added to Article IV (B):

One ICAMR Representative, the Chief Operating Officer, shall be designated to report to the UCF Vice President for Research and Dean of Graduate Studies, and one ICAMR Representative, the Environmental Health & Safety Engineer, shall be designated to report to the UCF Associate Vice President for Facilities and Safety, as indicated on Exhibit A-1, *as amended*.

The following paragraph is added to Article IV(C):

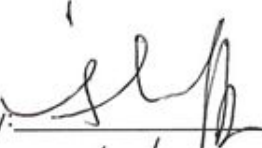
The ICAMR Representatives designated pursuant to the second paragraph of Article IV(B), *as amended*, may have additional duties defined by the UCF Vice President for Research and Dean of Graduate Studies, and/or the UCF Associate Vice President for Facilities and Safety, respectively, including but not limited to facilitating information exchange between UCF and ICAMR.

Pursuant to the terms of Article IV, Exhibit A is replaced with Exhibit A-1, a copy of which is attached herein and incorporated as if set forth in full.


The above referenced modifications are hereby incorporated into the Memorandum of Understanding. Only the articles, paragraphs, and sections referenced herein are modified, and all other provisions of the Memorandum of Understanding remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment #1 to the Memorandum of Understanding on the dates set forth below, and with understanding and agreement that the amendments set forth herein are effective as of January 1, 2017.


University of Central Florida
Board of Trustees

By: 
Date: 2/14/17

University of Central Florida
Research Foundation, Inc.

By: 
Date: 2/14/17

ICAMR, Inc.

By: 
Date: 2/14/17


Approved as to Form and Legality
 2/14/17

Exhibit A-1

Personnel	ICAMR Role	Type	Effort	Date Assigned to ICAMR	Date of Assignment Completion with ICAMR
Chester Kennedy	Chief Executive Officer	A&P	100%	11/2/2015	On going
Dan Holladay	President	A&P	100%	6/1/2014	On going
Alberto Santoni	Sr. Facilities Engineer	A&P	100%	2/12/2016	On going
Ankineedu Velaga	Technology Director	A&P	100%	11/20/2015	On going
Amit Kumar	Scientist	A&P	100%	11/1/2014	On going
Sabine Friesem	Scientist	Fac	80%	11/1/2014	On going
Jessica Filter	Office Manager	USPS	100%	10/1/2014	On going
Richard Burke	Equipment Engineer	OPS	100%	3/1/2015	On going
Mandy Wilcox	Contracts	A&P	100%	4/11/2016	On going
Keith Smelser	Project Manager	OPS	80%	5/6/2016	On going
Anthony Hinton	Equipment Engineer	A&P	100%	6/17/2016	On going
Stephen Follis	Process Engineer	A&P	100%	8/11/2016	On going
Balakrishnan Krishnan	Sr. Scientist	A&P	100%	8/12/2016	On going
John Allgair	3D Engineer	A&P	100%	8/26/2016	On going
Julio Morris	Process Engineer	A&P	100%	9/9/2016	On going
Mark Mitchell	EHS Engineer*	A&P	100%	10/3/2016	On going
Gloria LeQuang	Marketing Director	OPS	100%	10/7/2016	On going
Gloria Wiens	Advanced Mfg Director	A&P	100%	10/21/2016	On going
Francis Korosec	Chief Operating Officer*	A&P	100%	2/10/2017	On going
Former Employees					
Teresa Pace	Business Development	A&P	100%	4/4/2016	12/8/16
Andrew Rudack	Facilities Director	A&P	100%	4/1/2015	1/15/2016
Andrea Wesser	Business Development	A&P	100%	11/1/2014	11/4/2015
Andrea Wesser	Business Development	OPS	50%	11/1/2014	12/18/2015
Kim Reid	Technology Director	A&P	100%	10/1/2014	1/30/2015

*The EHS Engineer shall be designated for dotted-line reporting to the UCF Associate Vice President for Facilities and Safety.

*The Chief Operating Officer shall be designated for dotted-line reporting to the UCF Vice President for Research and Dean of Graduate Studies.

ITEM: FF-7

**University of Central Florida
Board of Trustees**

SUBJECT: Amendment to Florida Advanced Manufacturing Research Center
Agreement and Lease

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the amended and restated development agreement and lease for the advanced manufacturing industry center in Osceola County.

BACKGROUND INFORMATION

The research and development center built by Osceola County for lease by UCF under the August 25, 2014, development agreement is nearing substantial completion. During the project, changes to certain aspects of the development have taken place, such as the commitment by Osceola County of additional funds and the negotiation of related agreements for delivery of utility infrastructure. Accordingly, the development agreement is being revised to reflect these changes.

By the terms of the development agreement, UCF is to execute the lease upon substantial completion of the research and development center. Accordingly, the lease is also to be revised to reflect the aforementioned changes.

Supporting documentation: Attachment A: Revised and Restated Development Agreement, Compared to 2014 Development Agreement
Attachment B: Revised and Restated Lease, compared to 2014 Lease
Attachment C: General Summary of Changes

Prepared by: Sandra Sovinski, Senior Associate General Counsel

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

AMENDED AND RESTATED
FLORIDA ADVANCED -MANUFACTURING -RESEARCH CENTER
DEVELOPMENT -AGREEMENT

By and Between

OSCEOLA COUNTY, FLORIDA

UNIVERSITY OF CENTRAL FLORIDA, BOARD OF TRUSTEES
on behalf of its Board of Trustees

joined for limited purposes by

Florida High Tech Corridor Council, Inc.

AMENDED AND RESTATED
FLORIDA ADVANCED MANUFACTURING -RESEARCH CENTER
DEVELOPMENT -AGREEMENT

THIS AMENDED AND RESTATED FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER DEVELOPMENT AGREEMENT (this "Restated Development Agreement") is made and entered into as of August 25, 2014, [to come], by and between Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County") and the University of Central Florida, on behalf of its Board of Trustees ("UCF"), and joined for limited purposes by Florida High Tech Corridor Council, Inc., a Florida nonprofit corporation ("FHTCC"). Osceola County and UCF are referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, Osceola County seeks to aggressively stimulate economic growth within its jurisdiction by, among other things, promoting the diversification of the Osceola County economy by growing high-wage and high-value added employment opportunities, and especially by growing certain targeted high-value added industries to Osceola County in order to provide a stronger, more balanced, and stable economy; and

WHEREAS, Osceola County's adopted Strategic Plan specifically recognizes the importance of higher education, job diversification and increasing the median income for its citizens; and

WHEREAS, Osceola County believes that local government should support economic growth by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Osceola County and the positive expansion of the economy; and

WHEREAS, UCF is a research and educational institution that collaborates for the advancement of research, education, and training opportunities and is supported by the University of Central Florida Research Foundation, Inc. ("UCFRF"); and

WHEREAS, UCFRF is a non-profit corporation of the State of Florida, a direct support organization within the definition of Section 1004.28, Florida Statutes, and an instrumentality of UCF, operated exclusively to receive, hold, invest in, and administer property, including both real property and intellectual property, to make expenditures to or for the benefit of UCF, and to promote, encourage, and assist research and development activities of UCF, including the development of research and buildings for such research activities, and to engage in complementary activities, including business incubation, joint research activities with industry, and business development activities for the benefit of UCF, the Central Florida region, and the State of Florida; and

WHEREAS, FHTCC is a nonprofit corporation of the State of Florida and a regional economic development initiative of UCF, the University of South Florida and the University of Florida, whose mission is to grow high tech industry and innovation through partnerships that support research, marketing, workforce and entrepreneurship; and

WHEREAS, the Parties recognize the impending expansion of the advanced sensor device market and other advanced manufacturing opportunities, and that the absence of an intentional industry collaborative center coupled with this fast growing and dynamic sector of the technology economy, presents a unique and time sensitive opportunity to achieve broad scale economic impact, a top priority in Osceola County's Strategic Plan; and

~~**WHEREAS,** immediately following approval by the Osceola County Commission at its June 16, 2014 meeting, the Parties and FHTCC entered into a Memorandum of Understanding to state their intention to collaborate, with additional support from FHTCC, in the establishment of the R&D Center, wherein pursuant to General Understanding #5, the Parties agreed that as "specific further phase activities, collaborative research, educational and training activities are identified and the roles of each Party are agreed upon, those collaborative efforts will be reduced to writing as contracts and signed by the Parties, who intend to negotiate such contracts in good faith"; and~~

~~**WHEREAS,** the Parties are entering into this Development Agreement~~**WHEREAS,** the Parties have entered into the Florida Advanced Manufacturing Research Center Development Agreement as of August 25, 2014 (the "Original Development Agreement") for the purpose of constructing and operating a center for technology research and development (the "R&D Center") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

WHEREAS, the R&D Center is expected to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs; and

WHEREAS, development of the R&D Center can benefit the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County; and

WHEREAS, Osceola County currently owns a 165-acre parcel of property, 20 acres of which will be utilized for development of the R&D Center and the balance of which will be reserved to foster an advanced manufacturing industry cluster; and

WHEREAS, the Original Development Agreement provided for construction of a two-story shell building of approximately 100,000 square feet (50,000 square feet per level), a partial build-out of the shell building and associated site work; and

WHEREAS, following execution of the Original Development Agreement, Osceola County issued its Sales Tax Revenue Bonds, Series 2015A, which together with an additional \$10,000,000 contribution from other lawfully available funds, provided a \$76,000,000 deposit to the Construction Fund (as hereinafter defined) for the R&D Center, for a full build-out of the shell building and a portion of the building systems; and

WHEREAS, Osceola County has subsequently contributed an additional \$10,000,000 from other lawfully available funds to cover additional costs related to a full build-out of the shell building; and

WHEREAS, the Parties desire to amend and restate the Original Development Agreement in its entirety to reflect a full build-out of the shell building and make certain other changes in connection therewith;

NOW THEREFORE, in consideration of the mutual promises, ~~covenants~~ and agreements contained herein and other valuable consideration-, receipt and sufficiency of which are hereby acknowledged, the Parties mutually undertake, ~~promise~~ and ~~agree~~ ~~for~~ themselves, their successors and assigns as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Restated Development Agreement.

SECTION 1.02. DEFINITIONS. As used in this Restated Development Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Advanced Treatment Building" means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

"Advanced Treatment Equipment" means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

"Advanced Treatment Facilities" means the Advanced Treatment Building and the Advanced Treatment Equipment.

"Authorized Consortium Representative" means the person designated by the Consortium to participate in the preopening planning for and design of the R&D Center.

"Authorized County Representative" means the person appointed by Osceola County pursuant to Section 4.02(B) hereof.

"Authorized UCF Representative" means the person appointed by UCF pursuant to Section 4.02(B) hereof.

"AWNS" means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

"AWNS Main" means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

"Bond Issuance Date" means March 26, 2015, the date on which the Sales Tax Bonds ~~are were~~ delivered pursuant to the Bond Purchase ~~Agreement~~ Agreement and the proceeds of the Sales Tax Bonds ~~become~~ became available for design and construction of the R&D Center.

"Bond Purchase Agreement" means the agreement pursuant to which Osceola County agrees to deliver the Sales Tax Bonds against payment therefore by the purchaser or underwriter thereof.

"Bond Resolution" means the Sales Tax Revenue Refunding Bond Resolution adopted by Osceola County County's Board of Commissioners on December 16, 1993, as amended and supplemented.

"Building Budget" means the amount specified in Section 3.01(A)(1) hereof for design and construction of the R&D Building and associated site work.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

"Consortium" means ICAMR, Inc., a Florida nonprofit corporation formed by ~~UCF and FHTCCUCFRF~~ to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

"Construction Documents" means ~~construction documents delivered to UCF by the Design-Build to begin construction of~~prepared pursuant to Section 4.02 hereof for any component of the R&D Center.

"Construction Fund" means "The Osceola County, Florida, Sales Tax Revenue Bonds Construction Fund" created pursuant to the Bond Resolution.

"Contiguous Development Area" means approximately 145 acres of property contiguous to the R&D Center Site that is owned by Osceola County and more particularly described in Appendix ~~B~~A.

"Design-Builder" means the "design-build firm" (as defined in section 287.055(2)(h), Florida Statutes) be selected by Osceola County in accordance with its adopted policies and procedures.

~~"Design Criteria" means the criteria for the R&D Center design and engineering, as set forth in Appendix A attached hereto and made a part hereof.~~

~~"Development Agreement" means this Florida Advanced Manufacturing Research Center Development Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.~~

"Design Documents" means the design documents for the R&D Center – 100% Signed and Sealed Construction Documents Issued for Permit – Revision 5 dated 3/11/16 as further clarified by Skanska USA Building, Inc. Notice Memorandum 013 dated 3/15/17 and prepared by HOK pursuant to the Agreement for Design Build Services between Osceola County and Skanska USA Building, Inc., which are hereby incorporated herein in their entirety by this reference thereto.

"FHTCC" means Florida High Tech Corridor Council, Inc., a Florida nonprofit corporation

"Final Completion" means the stage of construction described in Section 10.8 of the General Conditions.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period prescribed by law as the fiscal year for Osceola County.

"Flex Budget" means the amount specified in Section 3.01(A)(3) hereof, that can be applied to design and construction of the R&D Building and associated site work, acquisition and installation of Tools or Other Project Cost.

"General Conditions" means the Design-Build General Terms and Conditions applicable to the Agreement for Design Build Services between Osceola County and the Design-Builder of the R&D Center.

"KUA" means the Kissimmee Utility Authority, a public body corporate and politic, duly organized and legally existing as part of the government of the City of Kissimmee under the Constitution and laws of the State of Florida, particularly the Charter of the City.

"Lease Agreement" means the Florida Advanced Manufacturing- Research Center Lease Agreement between Osceola County and UCF, to be entered into following completion of the R&D Center in substantially the form attached hereto as Appendix-~~C~~ B.

"Management Services Agreement" means a management contract between UCF and the Consortium, pursuant to which the Consortium will manage and operate the R&D Center.

"Osceola County" means Osceola County, a charter county and political subdivision of the State of Florida.

"Other Project Cost" means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

"Parties" means Osceola County, UCF and their respective permitted successors and assigns.

~~"Phase One of the R&D Building" means (A) a two-story, approximately 100,000-square-foot building (50,000-square-foot per level) shell building; (B) a partial build-out of the shell building, as more specifically described in the Design Criteria; and (C) associated site work.~~

~~"Phase One Project Budget" means the Building Budget, the Tools Budget and the Flex Budget, as set forth in Section 3.01(A) hereof.~~

"PO&M Cost" means the plant cost of operation and maintenance ~~cost~~ of the R&D Center, ~~including all Base Rent and Additional Rent, as defined in the Lease Agreement.~~ The term "PO&M Cost" does not include Other Project Cost or the cost or acquiring and installing Tools.

"Preopening Services" means the duties specified in Section 4.01 hereof.

"Project Budget" means the Building Budget, the Tool Budget and the Flex Budget, as set forth in Section 3.01(A) hereof.

"Punch List" means the list of minor items to be completed and deficiencies to be corrected after the R&D Center reaches Substantial Completion.

"R&D Building" means ~~the—a two-story, approximately 100,000 square foot building (50,000 square feet per level), as more specifically described in the Design Documents,~~ to be constructed by Osceola County pursuant to Article IV hereof as a center for technology research and development, including necessary site work.

"R&D Center" means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

"R&D Center Site" means approximately 2010 acres of real property to be leased by Osceola County to UCF pursuant to the Lease Agreement-, as more specifically described in Appendix A to the Lease Agreement.

"Restated Development Agreement" means this Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"ROWS" means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

"ROWS Main" means a specialty water main from the Advanced Treatment Building to the R&D Center.

"Sales Tax Bonds" means "Additional Bonds" secured by the Sales Tax Revenue and issued pursuant to the Bond Resolution on a parity with Osceola County's outstanding Sales Tax Revenue Bonds, Series 2009 and Sales Tax Revenue Refunding Bonds, Series 20102015A.

"Sales Tax Revenue" means the proceeds of the local government half-cent sales tax distributed to Osceola County from the Local Government Half-Cent Sales Tax Clearing Trust Fund , as defined and described in Part VI, Chapter 218, Florida Statutes, as amended.

"State" means the State of Florida.

"Substantial Completion" means the stage of construction described in Section 10.7 of the General Conditions.

"Tools" means specialized equipment for research and development to be acquired and installed in the R&D Building.

~~"Tools"~~**"Tool Budget"** means the amount specified in Section 3.01(A)(2) hereof for the acquisition and installation of Tools.

"TWA" means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

"UCF" means the University of Central Florida, ~~on behalf of its~~ Board of Trustees.

"UCFRF" means University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this [Restated](#) Development Agreement; the term "heretofore" shall mean before the date this [Restated](#) Development Agreement is executed; and the term "hereafter" shall mean after the date this [Restated](#) Development Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Parties to this [Restated](#) Development Agreement. All Parties have participated in the drafting and preparation of this [Restated](#) Development Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this [Restated](#) Development Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this [Restated](#) Development Agreement nor affect its meaning, construction or effect.

~~**SECTION 1.05. MEMORANDUM OF UNDERSTANDING.** It is the express agreement of the Parties that the Memorandum of Understanding entered into on June 16, 2014~~

~~shall terminate as of the date and year first above written.~~

ARTICLE II REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this [Restated](#) Development Agreement and the Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this [Restated](#) Development Agreement and the Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this [Restated](#) Development Agreement, and assuming the due authorization, execution and delivery by UCF, this [Restated](#) Development Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this [Restated](#) Development Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this [Restated](#) Development Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center Site, as more particularly described in Appendix A to the Lease Agreement.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the ~~State~~ of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, but without conducting an independent investigation, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, but without conducting an independent investigation, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

(K) To the best of Osceola County's knowledge, but without conducting an independent investigation, there is no violation of any law, ordinance, order, or regulation, and no environmental condition is known that would adversely impact the intended development of the Contiguous Development Area to foster advanced manufacturing industry in Osceola County.

SECTION 2.02. REPRESENTATIONS OF UCF. UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this [Restated](#) Development Agreement and the Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this [Restated](#) Development Agreement and the Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this [Restated](#) Development Agreement, and assuming the due authorization, execution and delivery by Osceola County, this [Restated](#) Development Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this [Restated](#) Development Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this [Restated](#) Development Agreement, or any agreement or instrument to which UCF is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.03. REPRESENTATIONS OF FHTCC. FHTCC hereby represents to the Parties that it is a nonprofit corporation duly organized, validly existing and in good standing in the State of Florida, and has all requisite power and authority to enter into this [Restated](#) Development Agreement for the limited purposes set forth in Section 5.14 hereof.

ARTICLE III PLAN OF FINANCE

SECTION 3.01. PROJECT BUDGET.

(A) The ~~Phase One~~ Project Budget is hereby established as \$~~7095~~75,000,000, comprised as follows:

(1) a Building Budget of \$~~5075~~55,000,000 for design and construction of the R&D Building, which ~~shall be~~has been funded from ~~net proceeds~~\$55,000,000 of the Sales Tax Bonds ~~Bond proceeds, and an additional \$20,000,000 contribution of other available Osceola County funds,~~ and may be adjusted pursuant to the following subsection (B); ~~a Tools~~ – the full amount of the Building Budget of \$11 has been committed to design and construction of the R&D Building, leaving no current uncommitted balance;

~~(1)~~ (2) a Tool Budget of \$11,000,000 for acquisition and installation of Tools, which ~~shall be~~has been funded from ~~net Sales Tax Bond proceeds of the Sales Tax Bonds~~ and may be adjusted pursuant to the following subsections (B); ~~and (C) – the full amount of the Tools Budget has been expended to purchase Tools from Intersil Corporation and for installation of the Tools, leaving no current balance;~~ and

~~(2)~~ (3) a Flex Budget of \$9,000,000 funded by UCF, which may be applied to (a) design and construction of the R&D Building and associated site work, (b) acquisition and installation of Tools or (c) Other Project Cost, as set forth in the following ~~subsection (C)~~ subsection (D) – the following expenditures and commitments have been made from the Tools Budget: (a) \$1,000,000 has been paid to UCF (10/27/15), (b) \$1,210,670 has been committed for complete installation of the Tools purchased from Intersil Corporation (8/29/16) and (c) \$4,869,643 has been committed to fund various upgrades to the R&D Building (10/24/16), leaving a current uncommitted balance of \$1,919,687.

Notwithstanding any provision of this Restated Development Agreement to the contrary, the design and construction cost for ~~Phase One of~~ the R&D Building shall not exceed the Building Budget. At its sole option, any Party may provide additional money to or the Parties may seek third-party additional money to (x) fund any difference between the Phase One Capital Project Budget and the actual cost of designing and constructing the Phase One of the R&D Center to the Design Criteria Documents, or —(y) enhance the R&D Center beyond —the Design Criteria Documents.

(B) If the Authorized County Representative determines during the design and construction process described in Section 4.02 hereof that the projected design and construction cost for ~~Phase One of~~ the R&D Building will exceed the Building Budget, the Authorized County Representative shall notify the Authorized UCF Representative and the Authorized Consortium Representative of the projected cost overrun. If approved by the ~~UCF~~ Authorized UCF Representative in writing, amounts available in the ~~Tools~~ Tool Budget or the Flex Budget shall be

transferred to the Building Budget and applied to design and construction of the R&D Building. If the ~~UCF~~-Authorized UCF Representative does not approve a transfer of funds to cover the projected cost overrun and other funds are not made available by either Osceola County or UCF for such purpose within ten days following the date of the notice described above, the Authorized County Representative shall unilaterally reduce the scope for ~~Phase One of~~ the R&D Building ~~(specifically the partial build out of the shell building)~~, as necessary, to bring the design and construction cost for ~~Phase One of~~ the R&D Building within the Building Budget.

(C) Amounts available in the Flex Budget shall be applied by Osceola County, as directed by the ~~UCF~~-Authorized UCF Representative, to (a) design and construction of the R&D Building and associated site work, or (b) acquisition and installation of Tools pursuant to Section 4.03 hereof. If requested by the Authorized UCF Representative, amounts available in the Flex Budget shall be transferred to UCF for application to Other Project Cost or Preopening Services.

(D) The Parties acknowledge and agree that ~~design and construction of the complete R&D Building will cost~~ approximately \$75,000,000, ~~and that \$120,000,000 will be required for Tools and Other Project Cost.~~ The Parties acknowledge and agree that they will work together with the Consortium to secure the additional resources from national, state, and regional governmental organizations and community partners. ~~If and when additional resources are secured, the Parties will supplement this Development Agreement, as necessary, to establish a capital budget and provide for design and construction of improvements to the R&D Building and the acquisition and installation of additional Tools.~~

SECTION 3.02. PREOPENING FUNDS.

(A) UCF ~~will allocate \$~~has allocated \$3,000,000 of its own funds to provide the Preopening Services.

(B) FHTCC ~~will provide~~has provided \$1,000,000 of matching funds to UCF, which shall be used for Preopening Services.

SECTION 3.03. PROJECT FUNDING.

(A) Osceola County ~~shall notify~~notified UCF not less than fifteen days in advance of the date it ~~intends~~intended to enter into the Bond Purchase Agreement.

~~(A) Prior to execution of the Bond Purchase Agreement, Osceola County shall:~~

~~(1) enter into an agreement with KUA to provide power service infrastructure required for construction and operation of the R&D Center and~~

~~(2) enter into an agreement with the TWA to (a) extend water and wastewater utilities to the R&D Center Site, (b) construct an ultra pure water process water system for the R&D Building, and (c) construct an acid waste neutralization system for the R&D Building.~~

~~(B) Not more than~~(1) Within ten days following the notice provided to UCF ~~pursuant to the foregoing subsection (A), UCF shall pay. UCF paid~~ \$9,000,000 to Osceola County to be held in trust for application in accordance with this Agreement. ~~If the Bond Issuance Date does not occur within thirty days following the date specified in the foregoing subsection (A), Osceola County shall refund the \$9,000,000 to UCF.~~

~~(C)~~ (2) On the Bond Issuance Date, Osceola County ~~shall deposit~~ \$61 deposited \$76,000,000 into the Construction Fund from proceeds of the Sales Tax Bonds or other funds lawfully available for construction of the R&D Center.

~~(E)-(B)~~ The Parties agree to mutually support legislation appropriating funds for the R&D Center, ~~including but not limited to construction of the future phases of the R&D Center.~~

SECTION 3.04. ISSUANCE OF SALES TAX BONDS. ~~—Upon Following~~ satisfaction ~~by UCF of its obligations under Sections 3.02 and 3.03 hereof, Osceola County issued its~~ Sales Tax Revenue, Bonds, Series 2015A in a principal amount that ~~will yield~~yielded net proceeds sufficient, together with any simultaneous cash contribution, to pay accrued interest, capitalized interest and deposit ~~\$61~~ \$76,000,000 into the Construction Fund. ~~The Parties acknowledge and agree that Osceola County shall not be obligated to secure the Series 2013 Bonds from any funds of Osceola County other than the Sales Tax Revenue.~~ Osceola County shall not issue obligations to refund the Sales Tax Bonds that mature later than 35 years after issuance of the Sales Tax Bonds.

SECTION 3.05. OPERATING FUNDS. UCF will be responsible for payment of all operating and maintenance expenses of the R&D Center, including the PO&M Cost and Other Project Cost.

ARTICLE IV RESEARCH -CENTER

SECTION 4.01. PREOPENING SERVICES. UCF, with the assistance ~~—of the~~ Consortium and FHTCC, will perform the following duties prior to and during construction of the R&D Facility

(A) UCFRF has established the Consortium to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

(1) The Consortium's Articles of Incorporation, as amended, designate Osceola County, ~~UCF~~, and ~~FHTCC~~UCF to each appoint one member to the Consortium's Board of Directors.

(2) The Consortium intends to expand membership on ~~the~~ its Board of Directors, with the goal of having a majority of members representing industry, national laboratory, and industry organizations.

(3) The Consortium has conducted ~~its first~~ Board of Director's ~~meeting~~ meetings and has appointed officers, including a Managing Director~~Chief Executive Officer~~.

(B) UCF, ~~with the help of community collaborators at Metro Orlando Economic Development Commission, has~~ assisted Osceola County, by participating as co-applicant with Osceola County and the Consortium, in the ~~successful~~pending pursuit of a ~~\$1,990,000 Quick Action Closing Fund Award~~\$2,222,412 financial assistance award for equipment and tool installation from the ~~Florida Division of Strategic Business Development, wherein, after transfer conditions are met, the awarded funds will be transferred to an Enterprise Florida, Inc. escrow account by September 1, 2014~~U.S. Department of Commerce Public Works and Economic Development Act.

(C) UCF, with the help of community collaborators such as FHTCC, will assist and work with the Consortium to:

(1) establish rules and procedures for its Consortium's Board of Directors as soon as practical and as deemed necessary, after the Board's first meeting;

(2) review planned operations and funding, and assist with synergy between the R&D Center and industry, to recruit companies to the advanced sensor ~~device~~ industry cluster;

(3) coordinate design of the R&D Center facilities;

(4) develop a roadmap for program definition, industry advancement, operations, and device/materials processing development, research and emerging technology programs, including technical ~~milestones~~;

(5) work to attract, maintain and grow advanced manufacturing companies to the industry cluster;

(6) define intended collaborative research structures, internship programs, and training opportunities for skilled worker development and redevelopment;

(7) present the R&D Center to the government, public, and private business sectors; and

(8) provide marketing to attract suppliers and vendors.

(D) UCF, with the help of community collaborators such as FHTCC, will contract with recognized leaders in the advanced sensor design and advanced manufacturing methods, and shall support those leaders to assist the Consortium in development of the R&D Center.

(E) UCF, in partnership with Osceola County, the Metro Orlando EDC, FHTCC and other regional community and business leaders, will seek funding for the R&D Center from the State of Florida and other sources.

(F) UCF will leverage its existing resources and infrastructure, including but not limited to, UCF's internationally recognized business incubation program, to aide in the development of the R&D Center.

(G) UCF will collaborate with the Consortium for conferences and specialized courses for worker and technician training, and seek partnerships with community colleges located within Osceola County.

(H) The Authorized UCF Representative, working with any Authorized Consortium Representative, shall provide monthly R&D Center planning activity progress reports to the Authorized County Representative, commencing not later than sixty days following the execution of this [Restated](#) Development Agreement and continuing through the date on which the R&D Center reaches Substantial Completion. The Parties representatives and any Authorized Consortium Representative shall meet periodically (but not less frequently than monthly) at the request of any Party's representative to review and discuss the progress reports.

SECTION 4.02. DESIGN AND CONSTRUCTION.

(A) Osceola County shall be responsible for designing and constructing the R&D Center on the R&D Center Site in compliance with all ~~State~~ and local laws, ordinances and regulations applicable thereto without ~~unreasonable~~ delay and in accordance with sound engineering practices, in accordance with the ~~Phase One~~ Capital Budget (or ~~the capital budget established for any future phase of the R&D Center, as contemplated in revision made pursuant to~~ Section 3.01(B) hereof) and Design ~~Criteria~~ Documents and in substantial compliance with the Construction Documents deemed consistent with the Design ~~Criteria~~ Documents pursuant to the following subsection (~~C-D~~). UCF ~~and~~ Osceola County ~~and the Consortium~~ shall have the right, but not the duty, to inspect construction of the R&D Center to determine compliance with the Construction Documents deemed consistent with the Design ~~Criteria~~ Documents pursuant to the following subsection (~~C-D~~). Any inspection conducted by UCF ~~or~~ Osceola County ~~or the Consortium~~ shall

be coordinated with the Design-Builder and shall not interfere with timely construction of the R&D Center. Osceola County shall use due diligence and its best reasonable effort to obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, construction, installation and equipping of the R&D Center. Design and construction of Phase the R&D Center shall comply with the provisions of this Section.

(B) Each Party ~~shall designate~~has designated an authorized representative to participate in the R&D Center design process and will encourage designation of an Authorized Consortium Representative.

(C) The Authorized UCF Representative, or such person's designee, ~~—and—~~ any Authorized Consortium Representative have and shall continue to make themselves available to the ~~Authorized County Representative~~ on a daily basis, if necessary, to provide information required for design and construction of the R&D Center. ~~The Authorized County Representative shall provide copies of each preliminary design build submittal to the Authorized UCF Representative and any Authorized Consortium Representative for review, which review will be limited to ensuring consistency with the The Design Criteria. If either the Authorized UCF Representative or any Authorized Consortium Representative considers a preliminary design build submittal to be inconsistent with the Design Criteria, it shall notify the Authorized County Representative in writing and shall include the specific reasons it considers the preliminary design build submittal to be inconsistent with the Design Criteria. If the Authorized UCF Representative or any Authorized Consortium Representative does not provide the foregoing notice within ten days of the date the preliminary design build submittal is provided~~Documents have been approved by the Authorized County Representative for review, ~~the preliminary design build submittal shall be conclusively deemed consistent with the Design Criteria and Authorized UCF Representative.~~

(D) The Authorized County Representative shall provide copies of the Construction Documents for each construction component to the Authorized UCF Representative for review, which review will be limited to ensuring consistency with the ~~preliminary design build submittals previously provided by the Authorized County Representative and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the preliminary design build submittals previously provided by the Authorized County Representative).~~Documents. If the Authorized UCF Representative considers the Construction Documents to be inconsistent with the ~~preliminary design build submittals (or, if applicable, the Design Criteria).~~Design Documents. it shall notify the Authorized County Representative in writing and shall include the specific reasons it considers the Construction Documents to be inconsistent with the ~~preliminary design build submittals (or, if applicable, the Design Criteria).~~Design Documents. If the Authorized UCF Representative does not provide the foregoing notice within seven days of the date they are provided by the Authorized County Representative for review, the Construction Documents shall be conclusively deemed consistent with the ~~preliminary design build submittals (and, if applicable, the Design Criteria).~~Design Documents.

(E) The Authorized County Representative has and shall continue to provide monthly design and construction progress reports to the Authorized UCF Representative, ~~commencing not later than sixty days following the execution of this Development Agreement and~~ continuing through the date on which the ~~Phase One of the R&D Center and any future phases of the R&D Center reach~~ reaches Substantial Completion. ~~The~~ Representatives of the Parties ~~representatives and the Consortium~~ shall meet periodically (but not less frequently than monthly) at the request of ~~any Party's~~ the representative of either Party or the Consortium to review and discuss the progress reports.

(F) Osceola County is entering into an agreement with TWA, coincident with this Restated Development Agreement, to (1) extend water and wastewater utilities to the R&D Center Site, (2) construct an ultra-pure water process water system for the R&D Building, and (3) construct an acid waste neutralization system for the R&D Building, which permits TWA to recover its \$3,200,000 capital contribution for construction of the Advanced Treatment Facilities at the R&D Center through a surcharge, during a period of not less than ten years, to utility bills for service to the R&D Center.

SECTION 4.03. ACQUISITION -AND INSTALLATION -OF TOOLS. ~~Osceola~~

(A) The Parties acknowledge and agree that:

(1) the R&D Building cannot be used for technology research and development without Tools;

(2) the R&D Building will be designed and constructed to accommodate the installation, removal and replacement of Tools, which will allow UCF and other occupants of the R&D Building to maintain pace with emerging technology.

(B) Osceola County shall acquire Tools for installation in the R&D Building at UCF the Authorized UCF Representative's direction, provided that the cost of acquisition and installation does not exceed the amount allocated for such purpose in the Tools Budget or any budget established for future phases of the R&D Center, as contemplated in Section 3.01(B) hereof, or any revision made pursuant to Section 3.01(B) hereof. With approval from the Authorized County Representative and the Authorized UCF Representative, Tools may also be acquired and installed pursuant to a Tool funding grant, donation, loan, or equipment lease agreement. Tools installed in the R&D Building pursuant to this subsection shall be the property of Osceola County and become a part of the Leased Premises during the Lease Term unless the agreement with the grant provider or Tool supplier provides otherwise.

SECTION 4.04. SUBSTANTIAL COMPLETION.

(A) Design and construction of ~~Phase One of the~~ R&D Center ~~shall commence~~ commenced within 20 days following issuance of the Sales Tax Bonds, ~~but not earlier than March 1, 2015,~~ and shall proceed diligently to Substantial Completion not more ~~than 24~~ 30 months after construction commences, subject only to force majeure. For purposes of this Section, force majeure means a delay by reason of war, civil commotion, strike or other employment action, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court

injunction, unforeseen delays in the issuance of any permit required for construction of the R&D Center, or any other act, event or circumstances beyond Osceola County's reasonable control. Osceola County shall notify ~~UCF~~the Authorized UCF Representative and the Authorized Consortium Representative of the circumstances under which it is claiming such force majeure as soon as practicable.

(B) Following the date on which ~~Phase One of the R&D Center or any future phase of the R&D Center~~ reaches Substantial Completion, the Authorized County Representative ~~and, the Authorized UCF Representative,~~ the Authorized ~~UCF~~Consortium Representative and their respective consultants shall make a joint physical inspection of the R&D Center and develop a Punch List. Osceola County shall cause the Design-Builder to complete all items on the Punch List as soon as practicable.

SECTION 4.05.- MANAGEMENT SERVICES AGREEMENT. [subject to review by tax counsel] UCF shall enter into the Management Services Agreement following Substantial Completion of the R&D Center. The Management Services Agreement shall include the following:

(A) a statement that such agreement is intended to and shall constitute a "qualified management agreement" in compliance with applicable requirements of Section 141 of the Internal Revenue Code, as amended, and Rev. Proc. 2016-44 and successors thereto, and shall be interpreted in accordance with such requirements;

(B) a representation that UCF, the Consortium or any other party responsible for management and operation of the R&D Center, as may be applicable, has reviewed and is familiar with the applicable requirements of Section 141 of the Code and Rev. Proc. 2016-44 and will review and become familiar with successors thereto; and

(C) an acknowledgment that Osceola County has issued the Sales Tax Bonds with the expectation that the interest thereon will be exempt from federal income tax under the provisions of Section 141(b) of the Code, § 1.141-3 of the Treasury Regulations and Rev. Proc. 2016-44 relating to conditions under which tax-exempt bond-financed property will be considered used for an impermissible private business use, and an agreement to avoid conditions under which tax exempt bond financed property will be considered used for an impermissible private business use.

SECTION 4.06. LEASE AGREEMENT.- UCF will lease the R&D Center Site from Osceola County for a period of ~~30~~40 years for use as a center for technology research and development and pay all PO&M Cost and Other Project Cost associated therewith. Upon ~~Substantial Completion~~satisfaction of the ~~R&D Center~~following conditions, Osceola County and UCF agree to enter into the Lease Agreement in the form attached hereto as Appendix ~~C~~B:

(1) UCF has entered into the Management Services Agreement with the Consortium simultaneously herewith;

(2) construction of the R&D Center has reached Substantial Completion; and

(3) receipt of an updated Phase I Environmental Assessment, prepared at the expense of Osceola County, detecting no potential or existing environmental contamination liabilities related to the property to be leased by UCF, as described in Appendix A to the Lease Agreement, that were not identified in the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012.

SECTION 4.0607. RESEARCH SUPPORT.

(A) UCF ~~has or~~ will provide \$7,000,000 of in-kind support through focused faculty hires that will support development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development -and manufacturing.

(B) FHTCC ~~has or~~ will provide ~~up to \$1,000,000~~~~\$5,000,000~~ of matching funds ~~annually~~ to UCF ~~over a five year period~~ beginning on ~~the date of this Development Agreement~~~~August 25, 2014~~, ~~up to a total of \$5,000,000~~, which shall be used for- the purposes described in the foregoing subsection (A).

ARTICLE V GENERAL PROVISIONS

~~(A)~~ **SECTION 5.01. CONTIGUOUS DEVELOPMENT AREA.** The Parties acknowledge and agree that (A) a primary purpose of constructing the R&D Center is to foster technology research and development which will further the research mission of UCF and a cluster of technology companies driving economic development-, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs; and (B) the availability of additional property contiguous to the R&D Center Site will facilitate the attraction of technology research and advanced manufacturing companies to an industry cluster. To- achieve -this objective, Osceola County will reserve the Contiguous Development Area to foster ~~an~~technical research and advanced manufacturing industry (including uses supporting technical research and advanced manufacturing facilities) for a period of ten years following Substantial Completion of the R&D Center. This Section shall not be construed to grant any rights in the Contiguous Development Area to UCF and shall not prohibit Osceola County from utilizing portions of the Contiguous Development Area for right-of-way, drainage (temporary or permanent), utilities or other infrastructure. Portions of the Contiguous Development Area may be utilized for other purposes with the written consent of UCF.

SECTION 5.02. PUBLIC RECORDS.

~~(A)~~ The Parties acknowledge that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall ~~comply~~ be open to the public for inspection in accordance with Florida law. If either Party will act on behalf of the other Party, as provided under Section 119.07, 011(2), Florida Statutes ~~commonly known as the Public Records Act, including but not limited to the following:~~, acting Party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

~~(A)~~ (1) Keep and maintain public records ~~that ordinarily and necessarily would be required by Osceola County or UCF in order~~ the other Party to perform the service;

(2) Upon request from the other Party's custodian of public records, provide the ~~public~~ other Party with access to public ~~a copy of the requested records on the same terms and conditions that~~ allow the Osceola County records to be inspected or UCF would provide the records and copied within a reasonable time at a cost that does not exceed the cost provided ~~in this chapter or as otherwise provided by~~ Florida law;

~~(C)~~ (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; ~~and~~ for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the other Party.

~~(D)~~ (4) Upon completion of the contract, transfer, at no cost, to ~~Osceola County and UCF~~ the other Party all public records in possession of the ~~Parties~~ acting Party or keep and maintain public records required by the other Party to perform the service. If

the acting Party transfers all public records to the other Party upon termination of this Development Agreement and completion of the contract, the acting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the acting Party keeps and maintains public records upon completion of the contract, the acting Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ~~public agency~~ other Party, upon request from the other Party's custodian of public records, in a format that is compatible with the information technology systems of the ~~public agency~~ other Party.

(5) If the acting Party does not comply with a public records request, the other Party shall enforce the contract provisions in accordance with the Agreement.

(B) Any questions regarding the application of Chapter 119, Florida Statutes, to the acting Party's duty to provide public records relating to this Agreement should be directed to the other Party's custodian of public records, as follows:

As to the County:
Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

As to UCF:
Office of the General Counsel
University of Central Florida
4365 Andromeda Loop North
Millican Hall, Suite 360
Orlando, FL 32816-0015

SECTION 5.03. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Restated Development Agreement in the manner described in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties fail to resolve the dispute within sixty days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, either Party may request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the object of helping the Parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of Osceola County's Board of Commissioners.

(D) If the Parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, either Party may terminate the settlement discussions by written notice to the other Party. In such event, either Party may initiate litigation within 120 days of the notice

terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Nothing- contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense available to that party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents or agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 5.04. ASSIGNMENT. None of the Parties shall be permitted to assign, nor transfer any of its rights and obligations under this [Restated](#) Development Agreement without the prior written consent of the other Parties, which shall not be withheld unreasonably, except that UCFRF may act as an instrumentality of UCF, in direct support of UCF's obligations hereunder.

SECTION 5.05. PROFESSIONAL FEES. Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 5.06. TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this [Restated](#) Development Agreement.

SECTION 5.07. NO JOINT VENTURE. Nothing in this [Restated](#) Development Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship among the Parties to this [Restated](#) Development Agreement.

SECTION 5.08. NON-WAIVER. The failure of any Party to insist upon another Party's compliance with its obligations under this [Restated](#) Development Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 5.09. COUNTERPARTS. This [Restated](#) Development -Agreement -may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this [Restated](#) Development Agreement, so that in making proof of this [Restated](#) Development Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 5.10. ENTIRE AGREEMENT. This [Restated](#) Development Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 5.11. BINDING EFFECT. This [Restated](#) Development Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto.

SECTION 5.12. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Restated Development Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Restated Development Agreement shall be deemed or shall constitute a waiver of any other provision of this Restated Development Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 5.13. NOTICES TO PARTIES.

(A) Whenever this Restated Development Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it

(A_1) by hand delivery to the person(s) hereinafter designated, or (B_2) by overnight hand delivery addressed as follows, or (C_3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D_4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, FL 34741
Phone: (407) 742-2385
Fax: (407) 742-3291

With a copy to: Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, FL 34741
Phone: (407) 343-2330
Fax: (407) 742-2217

To UCF: Vice President for Research & Commercialization
University of Central Florida
4000 Central Florida Boulevard 4365 Andromeda Loop North
Millican Hall Room 260
Orlando, FL 32816
Phone: (407) 823-5538
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel
University of Central Florida ~~4000 Central Florida Boulevard~~
4365 Andromeda Loop North
Millican Hall Room 360
Orlando, FL 32816
Phone: (407) 823-2482
Fax: (407) 823-6155

~~Any~~Either of the foregoing Parties may, by notice in writing given to the ~~others~~other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the Consortium at the address set forth below:

To Consortium: ICAMR, Inc.
Attention: Chief Operating Officer
200 NeoCity Way
Kissimmee, FL 34744
Phone: (407) 742-4254
Fax: (407) 742-3291

The Consortium may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 5.14. JOINDER BY FHTCC. FHTCC joins in the execution of this Restated Development Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Sections 3.02(B) ~~and~~ 4.0607(B) of this Restated Development Agreement requiring FHTCC to provide funds to UCF for the purposes described therein.

SECTION 5.15. SEVERABILITY. In the event any one or more of the provisions contained in this Restated Development Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Restated Development Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

SECTION 5.16. GOVERNING LAW AND VENUE. This Restated Development Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Restated Development Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Restated Development Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

~~APPENDIX A DESIGN CRITERIA~~

~~PROJECT DESCRIPTION~~

~~The R&D Building will be a 2 story 100,000 sf semiconductor research/manufacturing facility on approximately 20 acres within a 165 acre parcel, a portion of the property known as Judge Farm in the eastern Kissimmee area of Osceola County. The project will be phased. Phase One of the R&D Building (this project) will include shell space for the ultimate 100,000 sf facility and build-out of clean room, office/laboratory and support space based on the available project budget. A future 2 story office building of approximately 24,000 sf is planned to be located in front of the R&D Building.~~

~~It is planned that full space be acquired to support office space, lab space, cleanroom space, and support space. The infrastructure to support these spaces and planned tool sets must be designed and coordinated to meet all of the initial and future requirements. This SOW includes information for the full build out of the 100,000 sf, however, the initial build out (Phase One) will be constructed unless additional funds are provided. The initial design must include provisions for future build out phases. Tool installations will be conducted through separate RFP's or other methods.~~

~~Phase One of the R&D Building will consist of:~~

- ~~■ Shell building;~~
- ~~■ Approximately 7,000 sf of class 1,000 cleanroom area will be finished out and ready to accept semiconductor tools;~~
- ~~■ Approximately 2,500 sf of class 10,000 cleanroom;~~
- ~~■ Approximately 4,000 sf of cleanroom support utility and chemical spaces in the direct support areas~~
- ~~■ Approximately 1,540 sf of support office space on the first level including a data center~~
- ~~■ Approximately 1,540 sf of support analytical laboratory space on the second level~~
- ~~■ Clean area locker rooms and gowning spaces, toilets and cleanroom access~~
- ~~■ Entry, lobby, restrooms, elevators and general building support areas~~
- ~~■ Mezzanine HVAC/mechanical will be provided above the class 10000 clean room and analytical laboratory areas~~
- ~~■ Shipping and receiving area with freight elevator~~
- ~~■ Site development to support the initial interior build out.~~

~~The total built out R&D Building will consist of:~~

- ~~a two-story, approximately 100,000-sf building (50,000-sf per level);~~
- ~~27,000-sf of class 1000 cleanroom on the second level on an elevated waffle slab above 27,000-sf of clean sub-fab~~
- ~~10,000-sf of class 10000 cleanroom on the second level on a concrete slab~~
- ~~0,000-sf of cleanroom support utility and chemical spaces in the direct support areas~~
- ~~5,600-sf of support office space on the first level including a data center~~
- ~~5,600-sf of support analytical laboratory space on the second level~~
- ~~Clean area locker rooms and gowning spaces, toilets and cleanroom access~~
- ~~Entry, lobby, restrooms, elevators and general building support areas~~
- ~~Mezzanine HVAC/mechanical will be provided above the class 10000 clean room and analytical laboratory areas~~
- ~~Shipping and receiving area with freight elevator~~
- ~~Non-secured parking in front of the building~~
- ~~A secured loop road with guard houses to secured employee parking and truck docks on the rear of the building which will include a tank farm(s) for processing materials.~~

~~The class 1000 cleanroom spaces will be located on a waffle table structure, designed for vibration sensitive emerging semiconductor manufacturing tools. The cleanroom will be arranged in a ballroom configuration allowing for maximum flexibility in manufacturing tool layouts. The R&D Building will consist of 2 levels, sub fab and fab, with an air plenum space above. The office and analytical lab areas will be used for office and lab functions to support the fabrication research.~~

~~**See Exhibit A - Preliminary Space Program.**~~

~~Osceola County is engineering and constructing the 20-acre site to be filled and pad ready. A paved road will be brought to the site. Utilities will be brought to the site property line. Storm water retention will be provided off-site and will be conveyed from the edge of the property to the retention area by Osceola County. On-site storm water conveyance is part of the project requirements.~~

~~**See Exhibit B - Conceptual Site Plan**~~

~~**CONCEPTUAL APPROACH**~~

~~This project will include conceptual design of the entire facility as a single building with infrastructure support (tanks with enclosures for spills, etc.) to meet an anticipated total building build-out budget. Phase One will include design and construction thru design build delivery of the shell and identified interior spaces to meet the available Phase One funds. The design criteria below are for the total built-out building and are applicable to Phase One.~~

~~The building is generally divided into (3) substructures:~~

- ~~A front section, 2 1/2 to 3 stories, will contain lab, office, mechanical AHUs and other vibration creating equipment (AHUs to be located at the 2 1/2 to 3 story mezzanine level). Common areas such as covered entry, restrooms, corridors and vertical circulation are included in this area.~~
- ~~A middle section, 2 1/2 to 3 stories, will contain a class 1000, semiconductor clean room on the first and second level. Some portion built out in Phase One as a clean room and the rest prepared for future clean room build out and finished like a warehouse space with minimum lighting and HVAC. The 2 1/2 to 3 story level will be open to level 2 and utilized primarily for HVAC distribution to the clean room space below.~~
- ~~A back section, which is also 2 1/2 to 3 stories, will contain vibration inducing equipment, possible headers for future utilities distribution, a class 10,000 clean room on the second level and AHUs on the top level. Chillers would be placed on grade and added as needed. Install generators, chillers and other infrastructure for the first phase with backbones/headers for build out.~~

~~People or equipment will get from the front to back section by going down to the first level. A second level corridor connecting the front section to the back without going through a clean room will not be required. Perimeter non-clean circulation is not anticipated. Separation between the Phase One cleanrooms and future phases will be provided by double wall masonry construction. Offices will be general office quality. Analytical labs will be configured to utilize a subset of the cleanroom utilities and Phase One analytical laboratory will include compressed air, nitrogen, exhausts, a fume hood and a wet sink.~~

~~See Exhibit C-Conceptual Plans and Sections~~

~~General Design Requirements~~

- ~~2012 Florida Building Code (effective date 1/1/2015)~~
- ~~Design wind speed 150mph (not hvhz) Risk III~~
- ~~Main function areas shall be ADA compliant (FBC accessibility compliant)~~
- ~~300rruntoolspee~~
- ~~Meet ISO 14644-4 criteria~~
- ~~Energy saving techniques shall be employed to every extent possible.~~
- ~~Will include general lab, wet lab, and ISO 6 and ISO 7 cleanroom space. Mini environments, tool enclosures, wafer carrier boxes will be used to implement ISO 5 or better cleanroom environments.~~
- ~~Be suitable for a variety of industrial uses, including wet chemical processing, gas handling, and the operation of equipment which is highly sensitive to environmental factors such as vibration, temperature/humidity fluctuations, and electromagnetic interference.~~
- ~~Tool installation is not included within the scope of this project.~~

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- ~~Safety/emergency showers~~

~~Civil Architectural/Structural Design Requirements~~

- ~~100,000 SF building shell with (2) floors of 50,000 SF and mechanical mezzanine~~
- ~~Lab build-outs~~
- ~~Cleanroom build out with gowning room and chase/service areas (to include full NEBB certifications)~~
- ~~HPM chemical and gas distribution and storage areas including HPM transport corridors/aisles~~
- ~~Central utilities/MEP room~~
- ~~Computer data center~~
- ~~Shipping and receiving area with tool wipe down and tool transfer route for labs and cleanroom tools~~
- ~~Parking space (including handicap spaces)~~
- ~~Include electric vehicle charging stations and solar shade shelter~~
- ~~Vinyl flooring, conductive and grounded in labs and cleanroom areas~~
- ~~Raised floor, conductive and grounded (where required)~~
- ~~Air and waste emissions modeling and permitting (as required)~~
- ~~Concrete floor chemical sealing in chemical wet areas~~
- ~~Emergency egress and exit doors~~
- ~~Walls (with vapor barriers to prevent permeation of contamination from HPM rooms to adjoining spaces)~~
- ~~Adequate restroom facilities including shower stall~~

~~Envelope Design Requirements~~

- ~~Insulation values; wall R=22, roof R=40~~
- ~~Exterior cladding: tilt wall to level 2 (approximately 23' 6"), insulated metal wall panels above level 2;~~
- ~~Future MAU (AHU) above the class 10,000 Clean Room will be installed thru outside air louver openings manufactured in sections approximately 8 feet wide. Planning for and installing blanked off sections of louvers for future phases is required.~~
- ~~Windows and glazing in office/lab areas only.~~
- ~~A structured entrance canopy and storefront entry shall be provided.~~
- ~~Chemical resistant single ply roofing, reflective color.~~

~~Structural Design Requirements~~

- ~~General building area floor live load 125 psf~~
- ~~Cleanroom floor live load per Cleanroom design requirements~~

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- ~~Foundation under clean room waffle slab areas no less than 36" thick mat foundation designed to achieve vibration design criteria.~~
- ~~Cleanroom waffle slab precast columns support based on a 16' structural grid with openings of approximately 36" x 36"; waffle slabs will be no less than 42" deep.~~
- ~~Column spacing 16 feet below waffle table areas and may go to 32 feet in non vibration controlled areas.~~
- ~~Structural supports in cleanroom ballroom shall be minimized.~~
- ~~Office/Lab areas and corridors concrete slab on grade for will be not less than 6". Second floor structure shall be no less than 4" concrete.~~
- ~~Direct Support Utility areas concrete slab on grade will be no less than 8" and sized to support all planned equipment loads.~~
- ~~Class 10,000 Clean Room flooring shall be no less than 6" concrete.~~
- ~~AJI exterior structures, pads and other items required for Vendor provided bulk gas storage tanks (i.e. O₂ including evaporators, H₂, N₂, Argon, etc.) shall be included. Provide all items necessary for Liquid storage tanks required for the storage of Silane, NaOH and HCL including a small open shelter for the gas control manifold stations.~~
- ~~Structural steel for roof construction over cleanroom areas is to include an equipment live load of 120 PSF; Structural Steel for roof framing over support zones is to include an equipment live load 80 PSF.~~
- ~~Structural framing for equipment below waffle slab is required.~~

Vibration

- ~~Site must be suitable for sensitive tools having strict vibration criteria. Nearby, internal or external, vibration inducing sources such as railroads, heavy traffic, and heavy machinery should be considered in the design.~~
- ~~Review the site and conduct floor slab vibration measurements where vibration sensitive tools will be installed. This data must be provided to Owner. If the site is within close proximity to any surrounding vibration generating systems, benchmarking surveys must be conducted at their peak of operation.~~
- ~~It is possible to consider raised floor systems, pits, and vibration platforms for vibration sensitive equipment including active vibration dampening. These will be considered part of the design recommendations and part of tool fit up.~~
- ~~ISO vibration criteria on cleanroom and metrology lab floors shall not exceed VC-D, 250 micro-inches/second RMS, 2-100 Hz, 1/3 Octave band.~~

Common Areas Design Requirements

- ~~Minimum to meet code. Men's and Women's, each with no less than two toilet stalls will be provided at each level, finished with ceramic tile floors and wainscot walls, painted gyp board ceilings, toilet partitions and accessories. Showers will be provided on the second level.~~
- ~~One (1) 12,500 lb. freight elevator and one (1) 2,500 lb. passenger elevator are required; elevators to be machine room less traction type with stops only at the Sub-Fab and Fab levels.~~

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- ~~Corridors flooring to be VCT~~
- ~~Exit stairs per code~~

~~Cleanroom Design Requirements~~

- ~~Noise separation between clean rooms and adjacent spaces shall minimum of STC 45.~~
- ~~Required classifications~~
 - ~~Per ISO 14644 1 @ 0.1 micron, as built condition~~
 - ~~Main cleanroom: ISO Class 6~~
 - ~~Gowning room: ISO Class 6~~
 - ~~Wipe down area/pass through: ISO Class?~~
 - ~~Subfab: ISO Class?~~
- ~~Sound attenuators will be used in all Clean Room ducting.~~
- ~~Cleanroom ceiling height is to be not less than 13 ft. high above pedestal floor.~~
- ~~Labs and cleanrooms lighting must meet 50-60 FC at working height.~~
- ~~Storefront will be required at the second level cleanrooms to permit viewing from corridors.~~
- ~~Vibration criterion suitable for .1 micron manufacturing processes expressed in one third octave band velocity spectra.~~
 - a. ~~The linear average of data samples acquired over a period of 20 seconds or longer should be applied to the processes that are continuous and steady state in time. If the disturbing event is long enough the linear average mode should be used.~~
 - b. ~~The vibration is expressed in terms of its root mean square (RMS) velocity.~~
 - c. ~~Proportional bandwidth opposed to a fixed bandwidth is recommended in order to be more relative to the internal damping of typical equipment components.~~
 - d. ~~The criterion curves allow for greater vibration velocity for frequencies below 8 Hz because this frequency is below the resonant frequency of most process equipment.~~
 - e. ~~Class 10,000 CR 250 micro inches/sec. Suitable for Electron Beam Microscopes (SEM) and E-beam Systems.~~
 - f. ~~Class 1,000 CR 125 micro inches/sec. For the most demanding systems requiring extraordinary dynamic stability.~~
- ~~A vibration consultant shall be included, as part of the design team, while integrating the design standards and implementing the process systems.~~
- ~~Space conditioning requirements;~~
 - a. ~~Temperature in cleanrooms, gowning room, and labs; $68 \pm 2^{\circ}\text{F}$, rate of change of $<0.5^{\circ}\text{F/hr}$ will be achieved 99% of the time.~~
 - b. ~~Temperature in tool wipe down room and offices; $70 \pm 2^{\circ}\text{F}$.~~
 - c. ~~Humidity in cleanrooms, gowning room, and labs; $45\% \pm 5\%$ RH, rate of change of $<5\%$ RH change/hr will be achieved 99% of the time.~~
 - d. ~~Humidity in tool wipe down room and offices; $50\% \pm 10\%$ RH~~
 - e. ~~Room Pressure;~~
 - f. ~~Cleanroom; cleanroom pressure set point higher than gowning room with gowning room pressure higher than adjacent ambient environments. For example: cleanroom @ 0.05"wc to adjacent ambient environment, gowning room @ 0.03"wc to adjacent ambient environment.~~

~~g. Labs; wet/chemical lab room pressures to be under negative pressure with respect to the adjacent corridor ambient environment.~~

~~A cost effective strategy for real-time, multi-point, cleanroom monitoring shall be included for the following:~~

- ~~• Airborne particle counts~~
- ~~• Temperature and humidity~~
- ~~• ESD~~
- ~~• Pressurization~~

~~Cleanroom to be balanced and certified per ISO 14644 by a reputable NEBB firm. The following tests shall be conducted and documented for each certification as specified, unless directed otherwise.~~

- ~~• Ceiling filter scan~~
- ~~• Filter discharge uniformity~~
- ~~• Pressurization~~
- ~~• Room particle (airborne) counts~~
- ~~• Temperature & humidity uniformity~~
- ~~• ESD~~
- ~~• Lighting level~~
- ~~• Floor grounding~~

~~• Access flooring is to be provided at built out class 1000 cleanrooms only.~~

~~Raised floor (where required for bottom connected tools and vibration sensitive tools requiring a platform)~~

- ~~• Uniform live load of 350 lbs/sf with deflection not to exceed 0.040 inches.~~
- ~~• Concentrated point load per tile of 3,000 lbs (over 2" x 2" area) with deflection not to exceed 0.040 inch.~~
- ~~• Live load of 500 psf with deflection not to exceed 0.060 inch.~~
- ~~• Permanent set under static design load of 0.010 inch maximum.~~
- ~~• Safety factor at static design load of 2.5 minimum.~~
- ~~• Rolling load of 3,000 pounds with overall deformation not to exceed 0.060 with a permanent beam set not to exceed 0.020 inch; test with 3 inch diameter wheel at 10 passes and a test with a 6 inch diameter wheel at 5,000 passes (CISCA/AF test procedure).~~
- ~~• Tile support pedestal minimum axial load of 5,000 pounds.~~
- ~~• Lateral stability of entire floor system 2,000-pound horizontal force in any direction at any point.~~

- ~~• All surfaces and construction within the cleanroom areas, including the plenum spaces at roof and below the room and the waffle slab system, will receive a finish coat of epoxy paint per cleanroom protocol.~~
- ~~• The Cleanroom and Clean Subfab areas will require a VESDA system.~~
- ~~• Safety/emergency showers.~~
- ~~• Room emergency shutdown systems (chemical/wet and HPM areas).~~
- ~~• Acoustic noise cancellation will be on a per tool basis and will be financed and provided at tool install.~~

- ~~• Vinyl floor coverings and raised floor shall have ESD conductive properties and be grounded to the building ground grid system. The surface to ground design specifications shall be between 25k Ohms to 1 Meg Ohm of resistance. The surface to surface measurements nominal internal resistance shall not be less than 100,000~~

~~ohms.~~

- ~~• Ceiling Height (13' 0" clear from the top of the raised floor)~~

~~HVAC Design Requirements~~

- ~~• Due to the need to control particles and maintain critical temperature and humidity in the cleanrooms these areas must be operated 24/7. Controls will be implemented to reduce energy use during unoccupied periods.~~
- ~~• Introduction of outside air (makeup air) into the cleanroom plenums shall be by an outside air unit with dry coils located near the return air chase. In the Class 10,000 cleanroom, dry coils are to be located in the vertical wall return air chases in that space.~~
- ~~• Fresh Air make up shall be assumed at 50% fresh air.~~
- ~~• Clean air recirculation, FFUs (include need for sensible cooling system).~~
- ~~• The future MAU (AHU) above the class 10,000 CR are installed by using the outside air louver openings and manufactured in sections approximately 8 feet wide~~
- ~~• Air Handling units be placed on the Plenum levels above the front section and over the class 10,000 cleanroom.~~
- ~~• The cleanrooms will utilize 4'x4' Filter Fan Units (FFUs) at the Class 1,000 Clean Room above the waffle slab and 2'x4' FFUs at the Class 10,000 Clean Room support space.~~
- ~~• FFUs are in the ceiling of the class 1,000 ceiling and return air passes through the raised floor down through the waffle table then back up to the class 1,000 ceiling plenum.~~
- ~~• Recirculation Air Change Rate Criteria (ARC) for each cleanroom a. Class 1,000 Assumed 200 air changes per hour.
b. Class 10,000 Assumed 90 air changes per hour.~~
- ~~• Building Management system is required.~~
- ~~• Plant (house) vacuum system.~~
- ~~• Smoke detection~~
- ~~• Toxic gas monitoring/interlocks~~
- ~~• Exhaust~~
 - ~~a. Heat~~
 - ~~b. Acid (scrubbed)~~
 - ~~c. Base (scrubbed)~~
 - ~~d. Solvent (abated)~~
 - ~~e. III V/new materials (abated)~~
- ~~• For areas having identified tool set requirements provisions must meet the minimum of that identified by the Owner. For areas not having an identified tool set, the minimum, as listed for that area in as determined with the Owner. (Excludes other areas or systems requiring exhaust, cleanroom support, gas and chemical distribution)~~
 - ~~a. Maximum static pressure at all Laterals must not exceed () 3 + / - 0.3" wc.~~

- ~~Redundancy~~
 - a. ~~Heat (N+1)~~
 - b. ~~Acid/Scrubbed (N+1)~~
- ~~Emergency power will be provided to obtain 100 percent of normal & emergency exhaust flow under a building power outage.~~

~~Process Vacuum (PV)~~

- ~~For areas having identified tool set requirements provisions must meet the minimum of that identified in by the Owner. For areas not having an identified tool set, the minimum, as listed for that as determined with the Owner shall be provided.~~
- ~~System specifications: at tool point of connection~~
- ~~Pressure: (-)25 +/- 0.5"Hg~~

~~Fire Protection/Life Safety Design Requirements~~

- ~~Fire sprinkler is required as a pre action system in the cleanroom direct support areas and standard wet system in all other areas.~~
- ~~The Cleanroom and Clean Sub fab will require a VESDA system~~
- ~~Fire, smoke, gas, carbon monoxide, and other required detection, annunciation, and suppression systems.~~

~~Water Design Requirements~~

- ~~Chilled water will be supplied by water cooled _____ chillers and cooling _____ towers.~~
~~Conceptually, two chillers (1) 1,000 ton (50°F) unit and (1) 1,000 ton (40 unit will be provided inside the direct support area at the sub fab level for Phase One.~~
- ~~Cooling towers and chillers in Phase One will not include the N+1 redundancy that will be required in later phases of the project. The future chiller additions will be connected to the distribution of Phase One thus creating the N+1 operation at the second phase. The future chillers will not be located in the same room as the initial chillers.~~
- ~~Process Cooling Water (PCW) will be supplied via package systems utilizing a single Plate & Frame heat exchanger, compressor and PCW pump/filter.~~
 - ~~For areas having identified tool set requirements provisions must meet the minimum of that identified by the Owner. For areas not having an identified tool set. the minimum, as determined with the Owner shall be provided.~~
 - ~~System supply specifications: at tool POC~~
 - ~~Pressure: 70 +/- 1 psig~~
 - ~~Temperature: 60 +/- 5 degrees F~~
 - ~~Resistivity: 0.25-1.0 megohm/cm~~

- ~~20-micron final filtration~~
- ~~Redundancy~~
 - ~~Pump (N+1)~~
- ~~Emergency power will be provided to obtain 100 percent of normal & emergency PCW flow under a building power outage.~~

~~Ultra Pure (Deionized) Water (Supply and Return)~~

- ~~For areas having identified tool set requirements provisions must meet the minimum of that identified by the Owner. For areas not having an identified tool set, the minimum, as identified with the Owner shall be provided:~~
 - ~~System supply specifications: at tool POC~~
 - ~~Pressure: 65 + / - 0.5 psig~~
 - ~~Temperature: 69 + / - 1.8 degrees F~~
 - ~~Resistivity: 18.0 + / - 0.2 megohm/cm~~
 - ~~TOC: <1ppb~~
 - ~~Bacteria: <1CFU/liter~~
 - ~~Total Reactive Silica: <0.03ppb~~
 - ~~Particles: <0.2/ml~~
 - ~~Critical Anion, Cation, Metals: <10ppt, each~~
- ~~A UPW system is required in the direct support area capable of expansion for full build out.~~

~~Electrical Design Requirements~~

- ~~480/277V, Wye, 60Hz, 3-phase (3W+4W)~~
- ~~208/120V, Delta, 60Hz, 3-phase (3W+4W)~~
- ~~Segregated Tool and Building system~~
- ~~Lighting levels all areas, unless specified elsewhere, 25 fc. motion sensor sets to task IES levels~~
- ~~Electrical includes two 1,000 KVA substations located in the building. One sub station will be 1000 KVA 132 to 480-volt for power distribution and also to feed the 480V MCC located on the plenum level. The other 1000 KVA sub station 13.2 to 208/120V will feed distribution panels and bus way running under the waffle deck.~~
- ~~Substations will be served by two power sources from the KUA. Double ended sub stations are not required for the tool power just two outside sources of power. All Clean Room equipment will be provided with 208-v power.~~
- ~~Generator will be provided for emergency evacuation and powered systems that must be maintained such as emergency lighting, and scrubbed exhaust fans long enough to allow building evacuation. This equipment will not be on the waffle table foundation. Generator size shall be assumed to be 250 KW.~~
- ~~A common equipotential bonded building ground system is required for the entire facility. In addition to the common equipotential bonded building ground system, a low resistance, single point ground, grounding system is required for the various equipment as defined by the respective manufacturer, as identified in the list of potential tools. All single point ground locations must be connected to the main ground grid. Dedicated stand-alone single point ground locations will not be allowed.~~
- ~~A 5 Ohm Lightning Protection System will be provided. The Lightning Protection System shall be~~

~~designed and installed in accordance with the most stringent requirements of NFPA 780, LPI and UL (and applicable local codes). Due to the~~

~~importance of the program, high value and unique nature of the systems hardware, the Lightning Protection System shall meet or exceed the most stringent of the minimum 'high importance' requirements as communicated in above standards and codes.~~

- ~~• Data Cable tray network placed into the office/lab, under the waffle slab and below the class 10,000 Clean Room.~~
- ~~• Emergency lighting system.~~
- ~~• Stray magnetic field cancellation will be on a per tool basis and will be financed and provided at tool install.~~
- ~~• The D/B design firm should review the site and conduct benchmarking EMF measurements where EMF sensitive tools will be installed. If the site is within close proximity to any surrounding EMF generating systems, benchmarking surveys must be conducted at their peak of operation.~~
- ~~• 120V duplex convenience outlets will be provided in all office, lab, and cleanroom areas.~~
- ~~• For lab areas, consider providing, one each, independent power panels (208/120V, 3 phase, 225A/42 breaker) for each lab.~~
- ~~• Nominal Required Voltages:~~
 - ~~• 480Y/277V, 60Hz., 3 phase (3W & 4W) + I 5% of Utility supplied voltage~~
 - ~~• 208Y/120V, 60Hz., 3 phase (3W & 4W) + I 5% of Utility supplied voltage~~
 - ~~• All other system specific voltages will require separate transformers and will be part of that system's installation phase.~~
 - ~~• NOTE: All electrical panels, breakers, disconnect switches, transformers, and outlets must be labeled for line and load accordingly.~~
- ~~• Tool short circuit amperage interruption capacity shall be determined during the design phase of the project.~~
- ~~• An emergency power system (from standby rated generators and automatic transfer switch(es)) shall be provided for code mandated services. System shall provide emergency power for initial and future requirements including but not limited to the following.~~
 - ~~• HPM exhaust ventilation systems and smoke/air evacuation systems~~
 - ~~• HPM gas cabinet ventilation systems~~
 - ~~• HPM exhausted enclosure ventilation systems~~
 - ~~• HPM gas room ventilation systems~~
 - ~~• HPM gas detection systems~~
 - ~~• Emergency alarm systems~~
 - ~~• Manual fire alarm systems~~
 - ~~• Automatic sprinkler system monitoring and alarm systems~~
 - ~~• Emergency lighting and exit signage~~
 - ~~• Data center (with UPS)~~
 - ~~• Emergency lighting~~
 - ~~• Process cooling water system~~
 - ~~• Electrically operated systems required elsewhere per codes~~
- ~~• Applicable life safety systems and to the use, storage or handling of HPM~~

- ~~In those unique situations when it can be demonstrated that loss of power to a specific system will cause significant damage/economic loss then generator backup power may be required. The emergency power allocation and priority is as follows:~~
 - ~~Emergency life/safety~~
 - ~~Legally required standby~~
 - ~~Optional asset protection (limited per power availability)~~

- ~~All electrical and grounding systems shall be designed and installed in strict accordance with the National Electrical Code~~

~~Information Technology and Facilities Management Systems~~

- ~~Computer data center having UPS, Emergency Power, and independent cooling system (supporting all areas)~~
- ~~Cable tray routing for power, IT, communications~~
- ~~Telephone, both wireless and wired data systems, & NV systems~~
- ~~Door badge reader access~~
- ~~Data jack locations~~
- ~~Facility management systems~~
- ~~Security systems~~

~~Chemicals/Piping/Gases Design Requirements~~

- ~~Clean Dry Air (CDA)~~
- ~~Low Purity Nitrogen (LPN2)~~
- ~~High Purity Nitrogen (HPN2)~~
- ~~Argon~~
- ~~Oxygen~~
- ~~Hydrogen~~
- ~~Process Vacuum~~
- ~~Natural Gas/Propane~~
- ~~Localized specialty gas and associated piping for cleanrooms and Sub fab will be part of the tool hookup phase and not required in this project.~~
- ~~One acid scrubber and one caustic scrubber will be required for Phase One; it is understood the requirement for N+1 redundancy in these systems will be in a future phase. Floor layout shall include space for these future systems.~~
- ~~VOC ducting from Sub fab areas to the thermal oxidizer (by others).~~
- ~~General exhaust via a flue(s) extending approximately 15' above the building roof line is required.~~

- ~~Chemical holding tanks and pumps for Solvent, HF, CW and Acid Waste and process piping run-out (supply and returns) with valves at every other column line will be required for future tool connection in Cleanroom expansion areas.~~
- ~~Only one holding tank is required for solvent, and one for HF. Acid waste uses three tanks in series and the neutralized effluent is discharged to the sanitary waste system serving the site. Phase One only requires "fit out" branches under 1/2 of the class 1,000 CR area in Phase One. The space management plan requires typical services every other bay or 32' on center.~~
- ~~Liquid storage tanks are required for storage of Silane, NaOH and HCL including a small open shelter for the gas control manifold stations.~~
- ~~Liquid storage for Solvent and HF acid, including spill containment curbing, are required in the direct support area.~~
- ~~Three (3) Acid Waste Neutralization Tanks will be provided in the building support area, as well as pads for three (3) future tanks. Spill containment vaults (6" thick cast in place walls approximately 3' high) have been required for a total of six (6) tanks (3 current+ 3 future). Final waste discharge will be piped to sanitary waste.~~
- ~~CSMDMT Drains

 - a. ~~Acid Waste~~
 - b. ~~Waste Neutralization discharge to POTW~~
 - c. ~~Fluoride Waste/Collection~~
 - d. ~~Copper Waste/Collection~~
 - e. ~~Solvent Waste/Collection~~
 - f. ~~Slurry Waste/Collection~~~~
- ~~Low Purity Nitrogen (LPN2)

 - a. ~~For areas having identified tool set requirements provisions must meet the minimum of that identified in Exhibit C. For areas not having an identified tool set, the minimum, as listed for that area in Exhibit C shall be provided.~~
 - b. ~~System specifications: at tool POC~~
 - c. ~~Pressure: 100 +/- 1.0 psig~~
 - d. ~~Less than 1000ppbv, each for O2, H2O, CO2, THC~~~~
- ~~High Purity Nitrogen (HPN2)

 - a. ~~For areas having identified tool set requirements provisions must meet the minimum of that identified in Exhibit C. For areas not having an identified tool set, the minimum, as listed for that area in Exhibit C shall be provided.~~
 - b. ~~System specifications: at tool POC~~
 - c. ~~Pressure: 100 +/- 1.0 psig~~
 - d. ~~Less than 50 ppbv, each for O2, H2O, THC~~~~
- ~~Specialty Cylinder Gases

 - a. ~~Reference Exhibit C (Tool Matrix) for proposed specialty cylinder gas requirements.~~
 - b. ~~All gas cabinets shall be fully programmable and be dual cylinder, auto switch over design.~~
 - c. ~~All cylinder placements shall follow strict codes for category isolation and exhaust requirements (Gas cabinet exhaust requirements are not included in Exhibit C.)~~~~

A-13

- ~~d. All gas cabinet purging systems shall be independently categorized inert purge cylinders.~~

~~Compressed Air Design Requirements~~

- ~~■ A 100% oil-free compressed air system (including one (1) air compressor and dryer) and one (1) liquid seal vacuum system will be required.~~
- ~~■ Clean Dry Air (CDA)

 - ~~○ For areas having identified tool set requirements provisions must meet the minimum of that identified in Exhibit C, Tool Matrix. For areas not having an identified tool set, the minimum, as listed for that area in Exhibit C shall be provided.~~
 - ~~○ System specifications: at tool POC~~
 - ~~○ Pressure: 1-10 +/- 1.0 psig~~
 - ~~○ Dewpoint: (-) 100 degrees F at dryer~~
 - ~~○ Particles: < 1000/cf between 0.3-0.5 microns~~
 - ~~○ Low Purity Nitrogen (LPN2)~~~~

~~Site Design Requirements~~

- ~~■ Total build-out (100,000 sq ft) parking 80 secured, 20 non-secured (visitor)~~
- ~~■ Phase One parking will be no less than 40 secured, 10 front non-secured (visitor)~~
- ~~■ Building and site storm water to be collected and conveyed to southwest property line to connect to off-site storm water retention system.~~
- ~~■ General roadways and parking areas shall be asphalt with curb and gutter.~~
- ~~■ General support yards will be asphalt and truck loading areas shall be concrete paving (6") for heavier wheel loading and approximately 14,500 sq ft.~~
- ~~■ Site lighting will be provided for parking lots and general site lighting.~~
- ~~■ An 8" domestic fire loop with domestic laterals, backflow preventers and two (2) water meters will serve the site.~~
- ~~■ An 8" gravity fed sanitary line to a tie-in point in an assumed sanitary manhole at the property line.~~
- ~~■ An 8' chain link fence with (3) strands of barbed wire.~~
- ~~■ Modular Guard Houses (2) with automatic vehicle gates and manual gates will provide the perimeter security for the site.~~
- ~~■ Dual Dock 2000 Combo Lift Leveler shall be provided.~~
- ~~■ Utility MEP and distribution systems shall be designed for installation from the source (in a designated MEP portion of the building) up to a local VMB, including the piping/ductwork lateral manifold systems, for each individual cleanroom and lab area. Tap valves must be provided to connect to each individual tool.~~

~~Utilities Design Requirements~~

- ~~■ All utilities (Power, Water, Sewer, Gas, Communications/Phone, etc.) will be available at the property boundary and will be brought to the property boundary by others.~~

- ~~• KUA to bring power to site from two sources/locations on their grid and transformers for two service connections, for Phase One.~~
- ~~• TWA to bring water and sanitary to site.~~

EXHIBIT A

Preliminary Space Program

FAMRC

20.Aug.14

Full Build-out	
SHELL CONSTRUCTION	100,000 sf
INTERIOR BUILD-OUT	
Level 1	
Lobby/Elevators/Stairs	1,224 sf
Restrooms	824 sf
Office/Data Center	1,536 sf
Office	1,536 sf
Office	5,632 2,560 sf
Corridors - 5' min	1,440 sf
Corridors - 10' min	2,400 sf
SF Mod A	8,960 sf
SF Mod B	8,960 sf
SF Mod C	26,880 8,960 sf
Indirect Support	9,984 sf
Shipping/ Receiving	1,536 sf
Total Level 1	49,920 sf
Level 2	
Lobby/Elevators/Stairs	824 sf
Restrooms/Support	1,224 sf
Analytical Lab	2,560 sf
Analytical Lab	1,536 sf
Analytical Lab	5,632 1,536 sf
Corridors - 5' min	1,440 sf
Corridors - 10' min	2,400 sf
Clean 100 Mod A	8,960 sf
Clean 100 Mod B	8,960 sf
Clean 100 Mod C	26,880 8,960 sf
Clean 10,000	9,984 9,984 sf
Shipping/Receiving/Elevator/Freight	1,536 sf
Total Level 2	49,920 sf

Phase 1	
SHELL CONSTRUCTION	100,000 sf
INTERIOR BUILD-OUT	
Level 1	
Lobby/stairs	1,224 sf
Toilets	824 sf
Office/Data Center	1,536 sf
Office	- sf
Office	1,536 sf
Corridors - 6' min	480 sf
Corridors - 10' min	800 sf
SF Mod A	7,000 sf
SF Mod B	- sf
SF Mod C	7,000 sf
Indirect Support	4,000 sf
Shipping/ Receiving	1,536 sf
Total Level 1	17,400 sf
Level 2	
Lobby/Elevators/Stairs	824 sf
Restrooms/Support	1,224 sf
Analytical Lab	- sf
Analytical Lab	- sf
Analytical Lab	1,536 1,536 sf
Corridors - 5' min	480 sf
Corridors - 10' min	800 sf
Clean 100 Mod A	7,000 sf
Clean 100 Mod B	- sf
Clean 100 Mod C	7,000 sf
Clean 10,000	2,500 sf
Shipping/Receiving/Elevator/Freight	1,636 sf
Total Level 2	15,800 sf
TOTAL INTERIOR BUILD-OUT	33,300 sf

TOTAL INTERIOR BUILD-OUT	11,840 sf
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CONCEPTUAL FLOOR PLANS

EXHIBIT C-1 of 3

CONCEPTUAL BUILDING SECTION
NTS.

Exhibit C-2 of 3

APPENDIX B**DESCRIPTION OF CONTIGUOUS DEVELOPMENT AREA**

A PARCEL OF LAND LYING IN SECTION 23 AND 24, TOWNSHIP 25, SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF BLOCKS L, N, O, P, S, T, W AND X, KISSIMMEE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL THOSE PLATTED RIGHT OF WAYS AS SHOWN ON SAID PLAT OF KISSIMMEE GARDENS LYING WITHIN THE SUBJECT PROPERTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE RUN SOUTH 89°44'34" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°00'17" WEST, A DISTANCE OF 332.65 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, OF SAID BLOCK T, THENCE RUN NORTH 89°35'59" WEST, ALONG THE SOUTH LINE OF LOT 6, BLOCK T, LOTS 3 AND 6, BLOCK P AND LOT 3, BLOCK L, A DISTANCE OF 1,898.03 FEET TO A POINT ON THE EAST LINE OF A 50 FOOT WIDE KISSIMMEE UTILITY AUTHORITY UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 944, PAGE 2242, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 42°16'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1138.19 FEET; THENCE RUN NORTH 24°25'33" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1993.21 FEET; THENCE RUN NORTH 47°14'44" WEST, A DISTANCE OF 370.90 FEET; THENCE RUN NORTH 42°45'16" EAST, A DISTANCE OF 75.00 FEET TO THE MOST WESTERLY CORNER OF AVATAR PROPERTIES, INC. LANDS AS DESCRIBED IN O.R. BOOK 3461, PAGE 1998, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF AVATAR LANDS AS DESCRIBED IN O.R. BOOK 2754, PAGE 905, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 47°14'44" EAST, ALONG SAID NORTHEASTERLY LINE OF AVATAR PROPERTIES, A DISTANCE OF 1116.86 FEET; THENCE RUN SOUTH 47°14'56" EAST, A DISTANCE OF 320.00 FEET; THENCE RUN SOUTH 47°27'50" EAST, A DISTANCE OF 500.42 FEET, THENCE RUN SOUTH 47°06'56" EAST, A DISTANCE OF 417.41 FEET; THENCE RUN SOUTH 53°11'03" EAST, A DISTANCE OF 120.82 FEET; THENCE RUN SOUTH 53°03'53" EAST, A DISTANCE OF 389.41 FEET; THENCE RUN SOUTH 53°14'50" EAST, A DISTANCE OF 155.03 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 1,092.84 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼ OF AFORESAID SECTION 24; THENCE RUN SOUTH 00°01'51" WEST, ALONG SAID EAST LINE, A DISTANCE OF 667.20 FEET TO A POINT ON THE SOUTH LINE SAID BLOCK X, KISSIMMEE GARDENS; THENCE RUN NORTH 89°45'20" WEST, ALONG SAID SOUTH LINE OF BLOCK X, A DISTANCE OF 1,322.35 FEET; THENCE RUN NORTH

89°44'34" WEST, ALONG THE SOUTH LINE OF SAID BLOCK T, KISSIMMEE GARDENS, A DISTANCE OF 1,282.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.877 ACRES, MORE OR LESS.

AND

BEGIN AT THE MOST EASTERLY CORNER OF THE BOGGY CREEK ROAD RE—ALIGNMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1878, PAGE 259, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 38°30'00" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ROAD, A DISTANCE OF 10.85 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 255.00 FEET, A CHORD BEARING OF SOUTH 31°32'20" WEST, AND A CHORD DISTANCE OF 61.81 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'20", A DISTANCE OF 61.96 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°34'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 45.26 FEET; THENCE RUN NORTH 89°22'39" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 74.06 FEET TO A POINT ON THE EAST LINE OF FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property, AS DESCRIBED BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1490, PAGE 2478, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°16'23" EAST, ALONG SAID EAST LINE AND THE WEST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 54.21 FEET; THENCE RUN NORTH 24°34'40" EAST, ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY, A DISTANCE OF 25.90 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 345.00 FEET, A CHORD BEARING OF NORTH 26°46'12" EAST, AND A CHORD DISTANCE OF 26.40 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°23'04", A DISTANCE OF 26.40 FEET TO A POINT OF CUSP; THENCE, DEPARTING SAID RIGHT OF WAY, RUN SOUTH 38°38'18" WEST, A DISTANCE OF 223.85 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property; THENCE RUN NORTH 89°23'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 63.47 FEET; THENCE RUN SOUTH 38°38'18" WEST, A DISTANCE OF 461.19 FEET; THENCE RUN SOUTH 47°15'40" EAST, A DISTANCE OF 200.51 FEET; THENCE RUN NORTH 38°38'18" EAST, A DISTANCE OF 802.05 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192; THENCE RUN NORTH 47°15'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 65.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OF LESS.

AND

BEGIN AT THE SOUTHEAST CORNER OF FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property, AS DESCRIBED BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1490, PAGE 2478, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°16'23" EAST, ALONG THE EAST LINE OF SAID Property A DISTANCE OF 147.86 FEET; THENCE RUN SOUTH 38°38'18" WEST, A DISTANCE OF 187.70 FEET TO A POINT ON THE SOUTH LINE OF SAID Property; THENCE RUN SOUTH 89°23'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 116.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.613 SQUARE FEET OR 0.198 ACRES, MORE OR LESS.

AND

BEGIN AT THE SOUTHWEST CORNER OF TRACT L, MAGIC LANDINGS, AS RECORDED IN PLAT BOOK 11, PAGES 184-187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°06'17" EAST ALONG THE WEST LINE OF SAID TRACT L, A DISTANCE OF 106.09 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 56°32'13" WEST, A DISTANCE OF 176.57 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 103.85 FEET; THENCE RUN NORTH 50°02'57" EAST, A DISTANCE OF 83.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND BEING A PORTION OF TRACT L, MAGIC LANDINGS, AS RECORDED IN PLAT BOOK 11, PAGES 184-187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF SAID TRACT L, THENCE RUN NORTH 53°13'55" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT L, A DISTANCE OF 100.00 FEET, THENCE DEPARTING SAID NORTHEASTERLY LINE RUN SOUTH 36°46'05" WEST A DISTANCE OF 25.39 FEET TO THE POINT OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 53°33'30" WEST, A CHORD DISTANCE OF 115.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°34'50", AN ARC DISTANCE OF 117.22 FEET; THENCE RUN SOUTH 70°20'55" WEST, A DISTANCE OF 249.79 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT L; THENCE RUN SOUTH 00°08'25" EAST ALONG SAID WEST LINE, A DISTANCE OF 106.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L; THENCE RUN NORTH 70°20'55" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT L, A DISTANCE OF 285.22 FEET TO THE POINT OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 53°33'30" EAST, A CHORD DISTANCE OF 173.32 FEET; THENCE RUN NORTHEASTERLY ALONG THE

ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE, THROUGH A CENTRAL ANGLE OF 33°34'50", AN ARC DISTANCE OF 175.83 FEET; THENCE RUN NORTH 36°46'05" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ACRES, MORE OR LESS.

LESS AND EXCEPT THE PROPERTY DESCRIBED IN APPENDIX A TO THE LEASE AGREEMENT

APPENDIX B→3

APPENDIX
FORM OF LEASE AGREEMENT

Attachment B

**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
LEASE AGREEMENT**

By and Between

OSCEOLA COUNTY, FLORIDA

AND

UNIVERSITY OF CENTRAL FLORIDA,
~~on behalf of its Board of Trustees~~
BOARD OF TRUSTEES

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**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER
LEASE AGREEMENT**

THIS FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER LEASE AGREEMENT (this "Lease Agreement") is made and entered into by and among Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), and the University of Central Florida ~~, on behalf of its~~ Board of Trustees ("UCF"). Osceola County and UCF are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Osceola County and UCF have entered into ~~an Amended and Restated~~ Florida Advanced Manufacturing Research Center Development Agreement (the "~~Restated~~ Development Agreement"), providing for construction and operation of a center for technology research and development (the "R&D Center") on certain property owned by Osceola County (the "R&D Center Site") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

WHEREAS, the R&D Center has been constructed by Osceola County, as required by the ~~Restated~~ Development Agreement; and

WHEREAS, ~~the~~ ~~Restated~~ Development Agreement requires Osceola County and UCF to enter into this Lease Agreement for the purpose of setting forth the conditions under which UCF will lease the R&D Site from Osceola County;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The Parties agree that the foregoing recitals and the recitals set forth in the Restated Development Agreement are true and correct and by this reference incorporated and made a part of this Lease Agreement.

SECTION 1.02. DEFINITIONS. As used in this Lease Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Additional Rent" means any and all sums of money or other charges required to be paid by UCF under this Lease Agreement other than Base Rent, regardless how designated hereunder, and shall include any applicable sales tax thereon.

"Advanced Treatment Building" means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

"Advanced Treatment Equipment" means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

"Advanced Treatment Facilities" means the Advanced Treatment Building and the Advanced Treatment Equipment.

"AWNS" means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

"AWNS Main" means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

"Base Rent" means the annual rent for the Leased Premises, as set forth in Section 3.02 hereof.

"Board" means the Board of County Commissioners of Osceola County.

"Bond Counsel" means a firm of attorneys, selected by Osceola County, whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Consortium" means ICAMR, Inc., a Florida nonprofit corporation formed by ~~UCF and FHTCCUCFRF~~ to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

"Contractor" means general contractors or construction managers entering onto the Leased Premises for the purpose of performing construction services.

"County Manager" means the chief executive officer of Osceola County.

"Design Professional" means persons or entities entering onto the Leased Premises for the purpose of providing engineering or architectural services.

"Environmental Law" means any and all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, orders, decrees, permits, licenses or other governmental restrictions or requirements now or hereafter in effect with respect to the property and relating to the environment and/or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Comprehensive Environmental Response, Compensation and Liability Act of 1986, as amended (42 U.S.C. §9601 et seq.), the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. §6901 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), the Clean Water Act, as amended (33 U.S.C. §1251 et seq.), and the Toxic Substances and Control Act, as amended (15 U.S.C. §2601 et seq.).

"Hazardous Substance" means any substance, material or waste which is regulated or governed by any Environmental Law including without limitation (A) any substance, material or waste defined, used or listed as "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "toxic substance" or similar or related term as defined, used or listed in any Environmental Law; (B) any asbestos or asbestos containing materials; (C) any underground storage tanks or similar facilities; (D) petroleum, petroleum-based substances or polychlorinated biphenyl; and (E) any additional substances or materials which are hazardous or toxic substances under any Environmental Law.

"Invitee" means persons entering onto the Leased Premises for the purpose of attending meetings, marketing events, public ceremonies, educational sessions and similar events who do not have unescorted access to the cleanroom or Tools and do not handle Hazardous Substances.

"Lease Agreement" means this Florida Advanced Manufacturing Research Center Lease Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Lease Term" means the term set forth in Section 3.03 hereof.

"Leased Premises" means the R&D Center Site and the R&D Center.

"Material Alteration" shall mean any alteration which: (A) is structural in nature or otherwise affects the strength of the R&D Center; (B) affects the mechanical, electrical, sanitary (including plumbing), or other services of the R&D Center; or (C) has an aggregate cost greater than \$25,000.00.

"Occupant" means any ~~contractor, subcontractor, sublessee, concessionaire, invitee~~ R&D Center Manager, Contractor, Design Professional, Tradesman, R&D Participant or other occupant of the Leased Premises that is not an Invitee.

"Occupant Contamination" means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of an Occupant or an Occupant's Representatives.

"Occupant Representatives" means any of an Occupant's officers, directors, employees, representatives, agents, contractors, subcontractors, sublessees, concessionaires, invitees.

"Osceola County" means Osceola County, a charter county and a political subdivision of the State of Florida.

"Osceola Default" means the occurrence of an event described in Section ~~S.016.01~~ S.016.01(E) hereof.

"Other Project Cost" means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

"Parties" means Osceola County, UCF and their respective permitted successors and assigns.

"PO&M Cost" means the plantcost of operation and maintenance ~~cost~~ of the R&D Center, ~~including all Base Rent and Additional Rent, as defined in the Lease Agreement.~~ The term "PO&M Cost" does not include Other Project Cost or the cost of acquiring and installing Tools.

"Prime Rate" means (A) the prime rate of interest as published from time to time by The Wall Street Journal (with such rate to change when and as the published rate changes), plus four percent per annum, or (B) the highest non-usurious rate permitted by applicable law, whichever is less.

"R&D Building" means the building to be constructed by Osceola County pursuant to Article IV of the Restated Development Agreement as a center for technology research and development.

"R&D Center" means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

"R&D Center Manager" means the Consortium or any other party managing and operating the R&D Center under a management services agreement entered into pursuant to Section 4.02 hereof.

"R&D Center Site" means approximately ~~2010~~ acres of real property to be leased by Osceola County to UCF pursuant to ~~the~~this Lease Agreement, as more specifically described in Appendix A.

~~"R&D Center Site" means the real property described in Appendix A.~~

"R&D Participants" means persons or entities, other than Invitees, performing research and development work on the Leased Premises.

"Restated Development Agreement" means Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, by and among Osceola County and UCF, joined for limited purposes by Florida High Tech Corridor Council, Inc.

"ROWS" means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

"ROWS Main" means a specialty water main from the Advanced Treatment Building to the R&D Center.

"Sales Tax Bonds" means the bonds issued by ~~the~~Osceola County pursuant to Section 3.04 of the Restated Development Agreement to provide funds for design and construction of the R&D Center, or any obligations issued to refund such bonds.

"System Development Charges" means the water, wastewater and reuse water capacity charges imposed by TWA on all new growth and development by local legislation. To avoid doubt, such term includes the supplemental or alternative TWA system capacity demand determination presented by the separate system development surcharge, computed and charged in the manner described in Section 3.12(C) hereof; and, does not include the capital reimbursement surcharge to recover the TWA funding advance presented by the TWA Funding Obligation for the Advanced Treatment Facilities, computed and charged in the manner described in Section 3.02(D) hereof.

"Tools" means specialized equipment for research and development to be acquired and installed in the R&D Building.

"Tradesman" means any persons or entities entering onto the Leased Premises for the purpose of providing services relating to maintenance, alterations or improvements to the Leased Premises, including electrical, HVAC, plumbing, painting, janitorial or similar services.

"TWA" means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

"TWA Funding Obligation" means the capital contribution of TWA in an amount not to exceed \$3,200,000 for construction of the Advanced Treatment Facilities at the R&D Center.

"UCF" means the University of Central Florida, ~~on behalf of its~~ Board of Trustees.

"UCF Contamination" means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of UCF or UCF's Representatives.

"UCF Default" means the occurrence of an event described in Section ~~5.04~~6.01(A) hereof.

"UCF Representatives" means any of UCF's officers, directors, employees, authorized representatives or agents. The term "UCF Representatives" does not include (A) Osceola County or its employees or agents, contractors, subcontractors, concessionaires, invitees or the general public, or (B) any Occupant or Occupant Representatives.

"UCFRF" means the University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Lease Agreement; the term "heretofore" shall mean before the date this Lease Agreement is executed; and the term "hereafter" shall mean after the date this Lease Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Party to this Lease Agreement. All Parties

have participated in the drafting and preparation of this Lease Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Lease Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by UCF, this Lease Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center and of the R&D Center Site, as more particularly described in Appendix A.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or

on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, ~~but without conducting an independent investigation~~based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, ~~but without conducting an independent investigation~~based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

SECTION 2.02. REPRESENTATIONS OF UCF. UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by Osceola County, this Lease Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which UCF is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

ARTICLE III GENERAL LEASE TERMS

SECTION 3.01. LEASE.

(A) For and in consideration of the covenants and obligations specified in this Lease Agreement, Osceola County leases the Leased Premises to UCF and UCF leases the Leased Premises from Osceola County, all subject to the conditions and limitations herein expressed.

(B) UCF acknowledges that UCF is ~~fully~~ familiar with the condition of the Leased Premises ~~and UCF through review of~~ documents to come and a visual inspection on to come and accepts the Leased Premises in its condition at the beginning of the Lease Term, "AS IS, WHERE IS, WITH ALL FAULTS".

(C) Except as otherwise provided herein, UCF shall have sole and exclusive rights pertaining to the sales, lease, placement, size, form and content of all exterior and interior signage to be located on the R&D Center Site, subject to compliance with all applicable County regulations. All signage shall be purchased, installed, maintained and, if necessary, replaced by UCF at its sole expense.

(D) UCF shall be permitted to make such alterations to the Leased Premises as UCF deems necessary or convenient to operate the Leased Premises for the purpose described in Article IV hereof.

(E) Osceola County shall retain the right to grant utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements or licenses to others over, under, through, across or on the R&D Center Site but only to the extent reasonably necessary to provide services to the R&D Center Site, the property described in Appendix B of the Restated Development Agreement or other property adjacent thereto; provided, however, that such grant and any use permitted thereby (1) is not materially detrimental to the use or operation of the R&D Center for the purposes described in the Restated Development Agreement, and (2) will not weaken, diminish or impair lateral or subjacent support to the R&D Building to be constructed pursuant to the Restated Development Agreement.

SECTION 3.02. RENT.

(A) The Base Rent will be \$1.00 per year.

(B) This Lease Agreement is what is commonly called a "triple net lease," it being understood that Osceola County shall receive all Base Rent and Additional Rent, as provided in this Lease Agreement, free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the Base Rent and Additional Rent required by this Lease Agreement, except as expressly provided herein to the contrary, UCF shall pay to the parties respectively entitled thereto all taxes, assessments, premiums for insurance required by Section 3.4013 hereof, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease Agreement during the term hereof. All of such charges, costs and expenses shall constitute Additional Rent, and upon the failure of UCF to

pay any such costs, charges or expenses, Osceola County shall have the same rights and remedies as otherwise provided in this Lease Agreement for the failure of UCF to pay Base Rent. With the exception of termination for an Osceola Default, or as otherwise set forth herein, it is the intention of the Parties hereto that this Lease Agreement shall not be terminable for any reason by UCF and that, but for termination for an Osceola Default, or as otherwise set forth herein, UCF shall in no event be entitled to any abatement of or reduction in Base Rent or Additional Rent payable under this Lease Agreement except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the Parties.

SECTION 3.03. TERM. The term of this Agreement shall commence on the date ~~Phase One of~~ the R&D Center reaches Substantial Completion, as defined in the Restated Development Agreement, and extend for a period of forty years; provided however, that ~~upon UCF's written request at any time~~ following the date on which the Sales Tax Bonds and any obligations issued by the Osceola County to refund the Sales Tax Bonds have been retired, the Osceola County shall execute and deliver all documents necessary to convey the R&D Site ~~and~~, the R&D Center and all Tools then owned by Osceola County to UCF, which shall not be deemed a release subject to Section 3.06(B). Any and all costs related to such conveyance shall be paid by UCF.

SECTION 3.04. MAINTENANCE REQUIREMENTS.

(A) UCF shall keep the interior and exterior of the Leased Premises (including, but not limited to the foundations, roof and structural portions of the walls) and all furniture, fixtures and equipment (excluding research equipment other than Tools) in condition comparable to other research facilities, including making necessary replacements, improvements, additions and substitutions thereto and, in connection therewith, and formulating and implementing preventative maintenance and other programs designed to efficiently and effectively maintain the condition of the Leased Premises, including all "back of the house" areas, HVAC serving the R&D Building, fire and life safety, electrical, plumbing and other building systems. Without limiting the foregoing, UCF shall negotiate, enter into and administer maintenance contracts for elevators, ~~escalators and other people movers~~, major life safety systems, chillers, boilers and other major HVAC equipment and such other equipment and systems as UCF determines appropriate, in its sole and absolute discretion. All such repair, maintenance replacements, improvements and substitutions shall be at UCF's sole cost and expense, ~~and shall be a PO&M Cost~~.

(B) If and only as required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractors to provide, a payment and performance bond. All replacements and restorations will be in quality and class equal to or better than the original R&D Center located on the R&D Center Site.

SECTION 3.05. ALTERATIONS AND IMPROVEMENTS.

(A) UCF may make, at its sole cost and expense, alterations and improvements to the R&D Center consistent with its use as a technology research and development center, and which are not Material Alterations, without the consent of Osceola County, provided that UCF provides Osceola County with prior written notice thereof. Material Alterations shall require prior written consent from Osceola County, which shall not be withheld unreasonably. UCF will design and construct any such alterations or improvements using its own funds or funds provided to UCF by

Occupants or other third parties, in compliance with all applicable County ordinances and codes and state and federal statutes, rules and regulations. Any such alterations or improvements shall be completed in a good, workmanlike and lien-free manner.

(B) UCF shall select and engage qualified architects, engineers and other necessary professionals, and shall cause the preparation of construction documents for the alterations or improvements and update the Building Information Model (BIM) prepared during construction of the R&D Center. The construction documents shall detail the requirements for the construction of such alterations or improvements, based on materials and systems selected by UCF, and shall be compliant with all codes, laws or regulations which have been enacted at the time of their preparation. Following preparation and peer review of the construction documents, UCF will provide a copy to the County Manager, or his designee, for review. If the County Manager, or his designee, fails to state his approval or disapproval of the construction documents, in writing, within ten business days of the date they are provided by UCF for review, such documents shall be deemed to have been approved. Construction of the alterations or improvements shall be in accordance with these construction documents as approved by UCF and the County Manager, or his designee.

(C) UCF shall obtain all necessary permits, approvals, licenses required for the construction, use and occupancy of the alterations or improvements. Promptly upon compliance with all applicable conditions of approval, all County permits required for construction of the alterations or improvements shall be granted to UCF. If required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractor to provide, a payment and performance bond.

(D) Upon receipt of a written request from Osceola County, UCF shall assign in writing to Osceola County all rights which UCF may then possess against (1) any parties who prepared the construction documents for the alterations or improvements, and (2) all contractors, subcontractors and material suppliers for the alterations or improvements, reserving to UCF the right to subsequently prosecute any claims against said parties that may arise as a result of any claims, action, loss, damage or expense sustained by UCF arising out of any of the construction documents for the alterations or improvements or the construction of the alterations or improvements.

(E) Osceola County and UCF intend that any alterations and improvements made pursuant to this Section shall become part of the Leased Premises during the Lease Term and owned by Osceola County if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

SECTION 3.06. TOOLS AND OTHER REMOVABLE TRADE FIXTURES.

(A) Tools installed in the R&D Building prior to the Lease Term pursuant to the Restated Development Agreement or during the Lease Term pursuant to this subsection (A) shall be the property of Osceola County become part of the Leased Premises during the Lease Term. Upon termination of this Lease Agreement by Osceola County pursuant to Section 6.01 hereof for a UCF Default, Tools shall remain the property of Osceola County.

(B) Osceola County shall release any Tool installed pursuant to the Restated Development Agreement or the foregoing subsection (A) from the Leased Premises and transfer ownership of the same to UCF pursuant to Section 125.38, Florida Statutes, if UCF replaces such with a Tool of comparable value and utility. UCF may petition the County Manager to release any such Tool from

the Leased Premises, providing a written description of the Tool to be released and the replacement Tool of comparable value and utility. If the County Manager determines that UCF's replacement proposal meets the requirements of this subsection (B), Osceola County shall execute such reasonable documents and instruments of conveyance as may be required by Section 125.38, Florida Statutes, to release such Tool from the Leased Premises and transfer ownership to UCF. In such event, the replacement Tool shall become part of the Leased Premises during the remaining Lease Term.

(C) UCF may acquire and install, or permit the acquisition and installation of, additional Tools and other removable trade fixtures in the R&D Building using its own funds or funds provided to UCF by the Occupants or other third parties; provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removable trade fixtures are installed. Tools and other removable trade fixtures installed in the R&D Building during the Lease Term pursuant to this subsection shall be the property of UCF or the Occupant or other third party providing such Tool or removable trade fixtures.

SECTION 3.07. EXISTING HAZARDOUS SUBSTANCES ~~UCF.~~

(A) Osceola County warrants and represents that all information provided and stated in UCF's co-application with Osceola County for the U.S. Department of Commerce Financial Assistance Award application and subsequent contract regarding contamination from toxic and hazardous substances, the description of the R&D Center Site, and statements relating to eminent domain, is accurate, and Osceola County shall hold harmless, release, and indemnify UCF, its Board of Trustees, officers, employees, and agents from and against any liabilities, damages, causes of action, judgments, liens, penalties, fines, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) resulting from, arising out of, or in connection with the information and statements set forth in UCF's co-application with Osceola County for the U.S. Department of Commerce Financial Assistance Award application and/or the subsequent contract.

(B) If Hazardous Substances are discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, then Osceola County, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, Osceola County shall not take any required remedial action in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims without first notifying UCF of Osceola County's intention to do so and affording UCF the opportunity to appear, intervene or otherwise appropriately assert and protect its interests with respect thereto. Notwithstanding the foregoing, Osceola County may take remediation action without providing prior written notice to UCF of the required action if such action is necessary in order to prevent imminent danger to property or persons. Osceola County shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of Hazardous Substances are discovered on the Leased Premises that were in existence on the Effective Date to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Osceola County shall promptly deliver to UCF copies of hazardous waste manifests reflecting the legal and proper disposal of all

Hazardous Substances removed from the Leased Premises as part of Osceola County's remediation of any such Hazardous Substances.

(C) In addition to all other rights and remedies of UCF hereunder, if Osceola County does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Hazardous Substances discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, and thereafter commence the required remediation of such Hazardous Substances within thirty days after UCF has reasonably approved Osceola County's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then UCF, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Osceola County shall reimburse UCF within fifteen business days of UCF's demand for reimbursement of all amounts reasonably paid by UCF (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by UCF of the amounts demanded.

(D) All representations, warranties and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.08. HAZARDOUS SUBSTANCES – UCF.

(A) UCF hereby agrees that UCF Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by UCF or any UCF Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If a UCF Contamination shall occur at any time during the Lease Term, then UCF, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, UCF shall not take any required remedial action in response to any UCF Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any UCF Contamination without first notifying Osceola County of UCF's intention to do so and affording Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect Osceola County's interest with respect thereto. Notwithstanding the foregoing, UCF may take remediation action without providing Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County ~~her-under~~hereunder, if UCF does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any UCF Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with a UCF Contamination within thirty days after Osceola County has reasonably ~~approved~~ UCF's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to

completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF shall promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of UCF's remediation of any UCF's Contamination.

(C) UCF shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of UCF's Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) Each Party hereto shall immediately notify the other Party in writing of: (1) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Leased Premises pursuant to any Environmental Law; (2) any claim made or threatened by any person against the notifying Party or the Leased Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substance on or about the Leased Premises; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Substance in or removed from the Leased Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the notifying Party of actual knowledge of any of the foregoing matters. The notifying Party shall also supply to the notice recipient as promptly as possible, and in any event within five business days after notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or UCF's use thereof.

(E) UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. Osceola County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Osceola County and its officers, employees, servants, and agents thereof while acting within the scope of their employment by Osceola County. UCF and Osceola County agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(F) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.0609. HAZARDOUS SUBSTANCES – OCCUPANTS.

(A) UCF hereby agrees that it shall prohibit all Occupant Representatives from using, generating, manufacturing, refining, producing, processing, storing or disposing of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose

of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall require each Occupant, at the Occupant's own expense, to procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Occupant or any Occupant Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If an Occupant Contamination shall occur at any time during the Lease Term, then UCF shall require each Occupant, at the Occupant's sole cost and expense, to promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, the Occupant shall not take any required remedial action in response to any Occupant Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Occupant Contamination without first notifying UCF and Osceola County of the Occupant's intention to do so and affording UCF and Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect UCF's and Osceola County's respective interests with respect thereto. Notwithstanding the foregoing, an Occupant may take remediation action without providing UCF and Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if an Occupant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Occupant Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with an Occupant Contamination within thirty days after UCF and Osceola County has reasonably approved the Occupant's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall require the Occupant to reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF the Occupant to promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of the Occupant's remediation of any Occupant Contamination.

(C) UCF shall require the Occupant to have any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of the Occupant Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) UCF shall require each Occupant to assume any and all risks of personal injury and property damage attributable to (1) the negligent acts or omissions of the Occupant and its officers, employees, servants, and agents thereof while acting within the scope of their employment by the Occupant.

(E) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

SECTION 3.~~07~~10. LIENS.

(A) UCF shall not mortgage or otherwise encumber its interest in this Lease Agreement.

(B) UCF will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, any part thereof or upon UCF's leasehold interest, which arises out of the use or occupancy of the Leased Premises by UCF or by reason of any labor or materials furnished or claimed to have been furnished to UCF or by reason of any construction, addition, alteration or repair of any part of the Leased Premises by UCF. If any such lien is filed against the Leased Premises, UCF cause such lien or claim to be released or discharged with respect to the Leased Premises by payment or bonding within thirty days after notice of the filing thereof. If UCF fails to transfer or discharge the claim or lien, Osceola County may discharge or transfer the claim or lien to bond or other security and UCF shall pay Osceola County all amounts so incurred, together with interest at the Prime Rate. Nothing contained in this Lease Agreement shall be construed as constituting the consent or request of Osceola County, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notwithstanding anything to the contrary set forth in this Lease Agreement, in no event shall the interest of Osceola County in all or any part of the Leased Premises be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of UCF, whether or not the same shall be made or done with the consent of Osceola County or by agreement between UCF and Osceola County.

(C) UCF shall not be required, nor shall Osceola County have the right, to pay, discharge, or remove any charges, liens or encumbrances, or to comply with any legal requirements applicable to the Leased Premises, so long as UCF contests the existence, amount or validity of the matter in question by appropriate proceedings. This right of UCF to withhold performances while proceedings are pending shall apply only if UCF's proceedings effectively prevent any sale, forfeiture or loss of the Leased Premises or Osceola County's rights under this Lease Agreement. Nothing contained in this Section shall be deemed to relieve UCF from any obligation to pay the rent or other obligations hereunder not contested by UCF. Osceola County shall not be required to join in any contest by UCF pursuant to this Section unless the law or regulations then in effect require that the proceeding be brought by or in the name of Osceola County. In such event, Osceola County shall join the proceedings or permit them to be brought in its name; however, Osceola County will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings and UCF shall reimburse Osceola County for any of such costs and expenses. On or before the expiration or earlier termination of this Lease Agreement, UCF shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under UCF to be fully released and discharged.

SECTION 3.~~08~~11. TAXES, ASSESSMENTS -AND OTHER CHARGES.

(A) UCF shall pay, prior to delinquency: (1) all lawfully imposed taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Lease Term, imposed or levied upon or assessed against (a) the Leased Premises, or any portion thereof, including the R&D Center Site and any improvements now or hereafter located on the R&D Center Site (including the R&D Center), (b) any Base Rent or any Additional Rent or other sum payable by UCF hereunder or (c) this Lease Agreement, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Leased Premises; and (2) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account all customary deductions (e.g., depreciation and interest) relating to the Leased Premises) lawfully imposed or levied upon, assessed against or measured by any rent. If UCF fails to pay any of the foregoing before they become delinquent, Osceola County, after notice to UCF, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable as Additional Rent hereunder within thirty days after such notice to UCF. UCF shall pay all lawfully imposed taxes and assessments in connection with the Leased Premises, and shall provide Osceola County with copies of all paid bills for taxes and assessments no later than thirty days after the date payment was due. Should UCF fail to pay any taxes, assessments, charges or any other amounts required to be paid by UCF pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such tax, assessment, charge or other amount and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement.

(B) All real estate taxes and assessments which are due and payable within one year after the expiration of the Lease Term shall be prorated as of the date of expiration of the Lease Term, on the basis of the fiscal year with respect to which such taxes or assessment are assessed. UCF shall be responsible for and shall pay the portion of such lawfully imposed taxes relating to the period through and including the expiration of the Lease Term.

(C) Any rebates, refunds, or abatements of taxes, assessments, charges, or other amounts paid under this section shall be refunded to UCF on a pro rata basis within thirty days of receipt thereof by Osceola County. Any such rebate, refund, or abatement realized by Osceola county prior to payment by UCF shall result in an immediate reduction in UCF's pro rata portion of the taxes, assessments, charges, or other amounts then due to Osceola County.

SECTION 3.09-12. UTILITIES. UCF-at

(A) At its sole cost and expense, UCF shall obtain and promptly pay, or require the R&D Center Manager to obtain and pay for all utility, communication and other services furnished to or consumed on the Leased Premises, including, but not limited to, electricity, cable, gas, water, sewer, and wastewater (including the amounts specifically described in the following subsections (B) through (G)), heat, telephone, janitorial, garbage collection, and all charges related to any of these services, including any tap-in, connection or impact fees-as a PO&M Cost. Should UCF or the R&D Center Manager fail to pay the charges for any utility, communication or other services to be paid by UCF or the R&D Center Manager pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided

to Osceola County under this Lease Agreement, may pay any such charges and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement: to the extent charges accrue prior to the expiration or termination date.

(B) Water and wastewater rates, fees and charges will be directly billed by TWA to UCF or the R&D Center Manager on a non-discriminatory basis with regard to other similarly classified TWA users and customers. In addition, a separate monthly bill will be sent directly by TWA to UCF or the R&D Center Manager for the System Development Charges, computed in the manner described in the following subsection (C), and a separate capital surcharge for reimbursement of the TWA Funding Obligation, computed in the manner described in the following subsection (D). TWA has reserved the right to bill Osceola County for such rates, fees and charges, if the foregoing billing protocol becomes problematic for TWA or the use of termination of service to compel payment is determined not effective or practical by TWA. In such event, rates, fees or charges shall be payable by UCF as Additional Rent.

(C) UCF acknowledges and agrees that development of the R&D Center requires the payment of System Development Charges to TWA.

(1) The total amount of System Development Charges for the R&D Center upon commencement of the Lease Term (other than the Advanced Treatment Facilities) will be payable over a period of ten years with interest from the date of the first monthly utility bill sent concerning the R&D Center at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(2) TWA will also allow for the alternative calculation of System Development Charges for the Advanced Treatment Facilities resulting from the R&D Center generating an increase in average flow over a period of twelve consecutive months not less than five percent over the flow for which System Development Charges have been previously paid under this subsection (2) and shall be calculated and paid as follows:

(a) System Development Charges for water capacity shall be based upon (i) then currently applicable TWA System Development Charge resolutions for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to serve the ROWS (which estimated flows shall be determined and charged incrementally as the ROWS achieves capacity or is expanded for additional capacity).

(b) System Development Charges for wastewater capacity will be based upon (i) then currently applicable TWA System Development Charge resolutions for

buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to accept the additional wastewater resulting from operation of the R&D Center and delivered from the AWNS to TWA's wastewater collection system (which estimated flows shall be determined and charged incrementally as the AWNS achieves capacity or is expanded for additional capacity).

(c) System Development Charges for expansion or incremental flow increases arising from the operation of the R&D Center will be payable over a period of ten years with interest from the first monthly utility bill sent concerning the R&D Center following such expansion or incremental flow increase at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers.

(3) Monthly incremental payments of the System Development Charges shall be collected on a monthly utility bill from TWA, as described in this subsection (C). UCF will timely pay or require the R&D Center Manager to timely pay the System Development Charge.

(4) At its sole option, UCF may satisfy its obligation for the payment of the outstanding balance of System Development Charges by prepaying the remaining principal balance of such System Development Charges plus interest accrued to the date of such prepayment.

(D) The parties acknowledge and agree that TWA shall also be entitled to recover the amount of the TWA Funding Obligation through a capital reimbursement surcharge computed in the manner described in this subsection (D). The amount of TWA Funding Obligation actually funded by TWA, which shall not exceed \$3,200,000 for construction of the Advanced Treatment Facilities will be payable monthly as a capital reimbursement surcharge over ten years with interest from the first monthly utility bill sent concerning the R&D Center following Completion at the same interest rate per annum then established by TWA for installment payment of System Development Charges for all other TWA customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(E) UCF shall pay or require the R&D Center Manager to pay all monthly incremental payments associated with repayment of the amount of the TWA Funding Obligation, as described in the foregoing subsection (D), until the aggregate remaining principal balance, including interest due, has been reduced to zero.

(F) At its sole option, UCF may satisfy its obligation for the payment of the TWA Funding Obligation by prepaying the remaining principal balance of such TWA Funding Obligation, plus interest accrued to the date of such prepayment.

(G) UCF shall provide written notice of all of the foregoing rates, fees and charges to the R&D Center Manager and any other user of the R&D Center to be billed for such rates, fees and charges. Evidence of compliance with such covenant shall be provided upon request and by periodic certification from UCF to TWA.

(H) Terms for any future expansion of the Advanced Treatment Facilities, if any, shall be negotiated and agreed upon in writing by the Parties in advance. Such negotiation may be initiated by either Party, with initiation at such time as a particular need for future expansion is identified and reasonably anticipated. This subsection shall not be construed to require either Party to fund a future expansion project.

SECTION 3.10. UCF-13. INSURANCE REQUIREMENTS. UCF.

(A) At all times during the term of this Lease Agreement, UCF shall provide insurance for the R&D Center Site and the R&D Center, including the Advanced Treatment Facilities by:

(A) participate(1A) participating in the State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Pursuant to this Fund, UCF shall provide and maintain during the term of this Lease AgreementTerm general liability coverage of \$200,000 each person and \$300,000 each occurrence; workers' compensation insurance to comply with applicable state workers' compensation, occupational disease laws and any rule promulgated thereunder; and fleet automobile liability coverage of \$200,000 per person and \$300,000 per occurrence for general liability and \$10,000 each person/occurrence for personal injury;

maintain(2B) maintaining General Liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$1,000,000 per occurrence and aggregate; and

maintain(3C) maintaining umbrella or excess liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$35,000,000 per occurrence and aggregate.

(B) The terms, exclusions to coverage, and other conditions of the insurance and coverages in subsection (A) shall be submitted to and administratively approved by TWA, in writing, prior to any binder or agreement to coverage with the insurer, and thereafter prior to any subsequent changes or modifications. Approval by TWA shall not be unreasonably withheld.

(C) At all such times regarding the Advanced Treatment Facilities and R&D Center, UCF or the R&D Center Manager shall furnish evidence of the insurance coverages described in this Section to TWA. Whenever legally possible, the certificates shall name TWA as an insured. Any certificates shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving the County and TWA thirty (30) days prior written notice of such proposed action, except in the event of non-

payment of the premium, for which the County and TWA shall be given ten (10) days prior written notice of such proposed action. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Section, does not constitute a waiver by County of the obligation by UCF or the R&D Center Manager to fulfill the insurance requirements specified herein.

~~(B)~~

SECTION 3.14. INSURANCE – COUNTY. At all times during the term of this Lease Agreement, Osceola County shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to the Leased Premises, excluding contents of the R&D Building for the full insurable value thereof.

SECTION 3.11. —OCCUPANT 15. INSURANCE —REQUIREMENTS.— R&D PARTICIPANTS.

(A) To the extent permitted by law, UCF shall require all ~~contractors, subcontractors, sublessees, concessionaires, invitees and any other occupants of the Leased Premises~~R&D Participants to:

(1) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Leased Premises, or otherwise arising under this Lease Agreement;

(2) maintain umbrella or excess liability insurance;

(3) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(4) maintain appropriate workers' compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

(5) maintain professional liability insurance and self-insured employment practices liability coverage.

(B) Such liability insurance shall be maintained in the following minimum amounts:

(1) Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

(2) Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

(3) Umbrella or Excess Liability

\$3,000,000 per occurrence and aggregate

(4) Workers Compensation

As required by law

(5) Professional Liability/Errors & Omissions

\$1,000,000 each occurrence/aggregate – to include entity coverage

(6) Crime Coverage

Type: Blanket Crime Bond Limit: \$500,000

(C) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of an R&D Participant on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such R&D Participant.

(D) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A.M. Best Company of A-7 or better shall be deemed satisfactory. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given 10 ten days written notice of such proposed action.

SECTION 3.12. COUNTY 16. INSURANCE REQUIREMENTS. At all times CONTRACTORS.

during(A) To the term of this Lease Agreement, Osceola County extent permitted by law, UCF shall maintainrequire all Contractors to provide insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policiesin compliance with extended coverage, to the following table, based on the aggregate value of the construction services to be provided:

	<u>Over \$2,000,000</u>	<u>\$500,000 to \$2,000,000</u>	<u>\$100,000 to \$500,000</u>	<u>Under \$100,000</u>
<u>Minimum Insurer Rating</u>	<u>A.M. Best – A</u>	<u>A.M. Best – A-</u>	<u>No Requirement</u>	<u>No Requirement</u>
<u>Workers' Compensation</u>	<u>\$1M/\$1M/\$1M</u>	<u>\$1M/\$1M/\$1M</u>	<u>\$1M per occurrence</u>	<u>\$1M per occurrence</u>
<u>General Liability – Comprehensive</u>	<u>\$1M/\$2M aggregate</u>	<u>\$1M/\$2M aggregate</u>	<u>\$1M/\$1M aggregate</u>	<u>\$1M/\$1M aggregate</u>
<u>General Liability – Auto, Injury and Property Damage</u>	<u>\$1M each</u>	<u>\$1M each</u>	<u>\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident</u>	<u>\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident</u>
<u>General Liability – Excess Liability</u>	<u>\$10M</u>	<u><\$750k = \$2M, >\$750k = \$10M</u>	<u>No Requirement</u>	<u>No Requirement</u>
<u>General Liability – Completed Operations</u>	<u>\$2M</u>	<u>\$2M</u>	<u>No Requirement</u>	<u>No Requirement</u>
<u>General Liability – Owner & Contractor/CM Protective Liability</u>	<u>\$1M/\$2M</u>	<u>\$1M/\$2M</u>	<u>No Requirement</u>	<u>No Requirement</u>
<u>General Liability – Contractual Liability</u>	<u>\$1M/\$2M aggregate</u>	<u>\$1M/\$2M aggregate</u>	<u>No Requirement</u>	<u>No Requirement</u>
<u>Builder's Risk</u>	<u>To be provided by Contractor</u>	<u>To be provided by Contractor</u>	<u>No Requirement</u>	<u>No Requirement</u>

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Contractor on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Contractor.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for the full insurable value thereof which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.4317. INSURANCE – TRADESMEN AND DESIGNERS.

(A) To the extent permitted by law, UCF shall require all Tradesmen and Design Professionals to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	<u>Tradesmen</u>	<u>Design Professionals</u>
<u>Minimum Insurer Rating</u>	<u>No Requirement</u>	<u>No Requirement</u>
<u>Workers' Compensation</u>	<u>\$1M per occurrence</u>	<u>\$1M/\$1M/\$1M</u>
<u>General Liability – Comprehensive</u>	<u>\$1M/\$2M aggregate</u>	<u>\$1M/\$2M aggregate</u>
<u>General Liability – Auto, Injury and Property Damage</u>	<u>\$1M Combined Bodily Injury and Property Damage</u>	<u>\$1M Combined Each Accident</u>
<u>General Liability – Excess Liability</u>	<u>\$1M</u>	<u>\$1M</u>
<u>General Liability – Completed Operations</u>	<u>\$1M</u>	<u>\$2M aggregate</u>
<u>Medical Expense</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>Damage to Rental Premises</u>	<u>\$50,000</u>	<u>No Requirement</u>
<u>Personal and Advertising Injury</u>	<u>\$1M</u>	<u>\$1M</u>
<u>Fire Damage</u>		<u>\$50,000 per fire</u>
<u>Professional Liability</u>	<u>No Requirement</u>	<u>\$1M Claim/Aggregate</u>

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Tradesmen and Design Professional on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured

by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Tradesmen and Design Professional.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

SECTION 3.18. DAMAGE OR DESTRUCTION.

(A) If less than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.~~12~~14 hereof, then UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.~~12~~14 hereof shall be available to UCF for this purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

(B) If more than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.~~12~~14 hereof or such damage or destruction occurs during the final two years of the Lease Term:

(1) UCF may elect to terminate this Lease Agreement by providing written notice to Osceola County not less than 120 days following such damage or destruction.

(2) If UCF does not elect to terminate this Lease Agreement, UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.~~12~~14 hereof shall be available to UCF for such purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

SECTION 3.~~14-19.~~ QUIET ENJOYMENT. So long as UCF pays the Base Rent, Additional Rent and other sums payable under this Lease Agreement as and when due and performs UCF's covenants and complies with all of the terms and provisions of this Lease Agreement, UCF shall peacefully and quietly hold the Leased Premises throughout the Lease Term free from hindrance or molestation by County and others claiming by or under Osceola County, but subject, however, to the terms of this Lease Agreement. The provisions of this Section are in lieu of any implied covenants of title and quiet enjoyment.

SECTION 3.15-20. ENTRY AND INSPECTION. Osceola County shall have the right, upon 24 hours' prior notice (except in case of an emergency in which event no notice shall be required), to enter the Leased Premises for the purpose of (A) examinations or inspections of the same, (B) making such repairs or alterations therein as permitted by County pursuant to the terms of this Lease Agreement or as County may reasonably deem necessary to preserve the value of the Leased Premises and (C) during the last year of the Lease Term only, showing the Leased Premises to prospective tenants or purchasers; and such entry not be deemed to be an actual or constructive eviction.

SECTION 3.16-21. SURRENDER. At the expiration or earlier termination of the The following provisions shall apply if this Lease Term, Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

(A) UCF shall yield the Leased Premises to Osceola County in good order and repair, and licenses granted herein to UCF shall automatically terminate and UCF shall execute a document, to be recorded in the public records, acknowledging the termination of this Lease Agreement. Except as otherwise provided in this Lease Agreement, the R&D Center and any leasehold improvements shall become the sole property of Osceola County at the expiration of the Lease Term without any compensation to UCF and free and clear of any right, title, interest, claim or demand of UCF or of anyone claiming through or under UCF. UCF agrees to execute such documents and instruments of conveyance as may be required by Osceola County to confirm such ownership in Osceola County. In addition, upon the expiration or earlier termination of the Lease Term,

(B) UCF shall assign to Osceola County all of UCF's interest in all subleases and any prepaid rent or deposits thereunder, along with UCF's interest in the total amount of any reserve accounts for capital repairs, replacements, operating expenses or other like items paid to UCF by occupants of the R&D Center, to the extent permitted by law and the terms of any agreements between UCF and the sublessees.

(C) Notwithstanding the foregoing but subject to the removal provisions below, Tools installed pursuant to Section 3.06 hereof shall remain the sole property of UCF at the expiration of the (or the Occupant or other third party providing such Tools) if removed prior to the termination of this Lease Term Agreement, without any compensation to Osceola County and free and clear of any right, title, interest, claim, or demand of Osceola County or of anyone claiming through or under Osceola County. Osceola County agrees to execute such documents and instruments of conveyance as may be required by UCF to confirm such ownership in UCF. If UCF is not in default, upon expiration (or earlier termination of this Lease Agreement, the Occupant or other third party providing such Tools). UCF may remove ~~thesuch~~ Tools, any of UCF's trade fixtures, furniture, furnishings, and other personal property from the Leased Premises and UCF shall repair any damage which may result to the Leased Premises from such removal; provided, however, UCF shall not remove any Tools, trade fixtures or equipment without Osceola County's prior written consent if the removal of the Tools, fixtures or equipment will impair the structure of the R&D Building. In the event UCF fails to remove those items, the items shall be deemed abandoned and shall be the property of Osceola County.

SECTION 3.17-22. HOLDING OVER. A holding over beyond the expiration of the Lease Term, whether with Osceola County's written consent or without Osceola County's consent, shall operate as an extension of this Lease Agreement on a month to month basis on the same terms

and conditions in effect immediately prior to the expiration, except that Base Rent shall be one hundred ten percent of the Base Rent. If UCF holds over with the written consent of Osceola County, then the extended term may be terminated either by Osceola County or UCF by giving thirty days' written notice to the other. Nothing contained in this Section however, shall be construed as a consent by Osceola County to any hold over by UCF, and Osceola County expressly reserves the right to require UCF to surrender possession of the Leased Premises to Osceola County upon expiration or other termination of this Lease Agreement, and the provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Osceola County provided herein or at law if UCF holdovers without Osceola County's written consent.

SECTION 3.18-23. SURVIVAL OF OBLIGATIONS. All obligations of UCF hereunder arising during the term but not fully performed as of the expiration or earlier termination of this Lease Agreement shall survive the expiration or earlier termination of this Lease Agreement, including without limitation, all obligations concerning the payment of Base Rent, Additional Rent and other expenses and charges required to be paid hereunder by UCF for the period prior to the expiration or earlier termination of this Lease Agreement.

SECTION 3.19-24. EMINENT DOMAIN. ~~If~~ In addition to, and without limiting the obligations of Osceola County as set forth in Section 3.07(A), if there shall be taken during the Lease Term by any condemning authority of more than ten percent of the Leased Premises, upon written notice within thirty days after such taking, UCF shall have the option to terminate this Lease Agreement. All sums awarded or agreed upon between UCF and the condemning authority for the taking of a UCF's removable trade fixtures and/or Tools acquired by UCF shall be the property of UCF. UCF shall have the right to pursue any separate award from the condemning authority for relocation expenses, loss of business, or other non-real estate related awards.

ARTICLE IV USE AND OCCUPANCY

SECTION ~~3.20.~~ 4.01. TAX COVENANT. ~~If~~ subject to review by tax counsel
UCF acknowledges that Osceola County has issued the Sales Tax Bonds ~~have been issued by the~~
County in compliance with the conditions necessary for interest on the Sales Tax Bonds to be
excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code;
~~it.~~ It is the intent of the Osceola County and UCF that the interest on the Sales Tax Bonds and any
refunding obligations issued under the requirements of Section 103(a) of the Code be and remain
excludable from gross income for federal income tax purposes. To that end, UCF covenants to do
and perform all acts and things permitted by law in order to assure that interest paid on the Sales Tax
Bonds, which was excludable from the gross income of the bondholders for federal income taxes on
the date of their issuance, shall continue to be so excludable.

SECTION ~~4.01.~~ 4.02. MANAGEMENT SERVICES AGREEMENT. subject to review by
tax counsel

(A) Unless UCF elects to operate the R&D Center directly, it shall have a
management service agreement with an entity qualified to manage the R&D Center,
including the Advanced Treatment Facilities. Each such management services agreement
shall include the following:

(1) a statement that such agreement is intended to and shall constitute a
"qualified management agreement" in compliance with applicable requirements of Section
141 of the Internal Revenue Code, as amended, and Rev. Proc. 2016-44 and successors
thereto, and shall be interpreted in accordance with such requirements;

(2) a representation that the R&D Center Manager has reviewed and is
familiar with the applicable requirements of Section 141 of the Code and Rev. Proc. 2016-
44 and will review and become familiar with successors thereto; and

(3) an acknowledgment that Osceola County has issued the Sales Tax
Bonds with the expectation that the interest thereon will be exempt from federal income tax
under the provisions of Section 141(b) of the Code, § 1.141-3 of the Treasury Regulations
and Rev. Proc. 2016-44 relating to conditions under which tax-exempt bond-financed
property will be considered used for an impermissible private business use, and an agreement
to avoid conditions under which tax exempt bond financed property will be considered used
for an impermissible private business use.

(B) At its option, UCF may or authorize the R&D Center Manager in a
management services agreement to submit inquiries to Osceola County and/or Bond Counsel
to ascertain whether an action or inaction on the part of the UCF or the R&D Center Manager
could have an adverse effect on the exemption from federal income tax of interest on the
Bonds.

(1) Such inquiries may include the submission of contracts with unrelated
third parties for the management, operation or use of the R&D Center to ascertain whether
such contracts could adversely affect the exemption from federal income tax of interest on

the Bonds. Osceola County may seek the advice of Bond Counsel with respect to each such inquiry or contract submitted to it. UCF and the R&D Center Manager shall be entitled to rely upon the advice from Osceola County or Bond Counsel, which shall relieve UCF and the R&D Center Manager from any liability to Osceola County with respect to any such matter so submitted. Osceola County shall use reasonable commercial efforts to make such determination or obtain such determination from Bond Counsel within ten days of such submission but in no event later than thirty days of such submission. Failure to submit any such contract shall not result in a UCF Default under this Lease Agreement to the extent such contract does not adversely affect the exemption from federal income tax of the interest on the Bonds.

(2) UCF shall promptly pay or cause the R&D Center Manager to pay Bond Counsel or reimburse any cost incurred by Osceola County to secure the advice of Bond Counsel or any special tax counsel consulted by Bond Counsel in connection with any such inquiry upon receipt of an invoice from Osceola County or Bond Counsel.

SECTION 4.03. RESEARCH AND DEVELOPMENT. The R&D Center will be used by ~~the Consortium~~ UCF or the R&D Center Manager:

(A) to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing;

(B) to promote collaboration among experts in industry and academia to share sensor-related expertise (and other advanced manufacturing opportunities) and to perform research and development on innovative sensor manufacturing systems that lead to advanced and alternative strategies, with improved efficiencies of scale;

(C) to accelerate the growth of an advanced sensor device industry cluster and advanced manufacturing sectors, creating jobs and economic improvement for Osceola County through the development and commercialization of new sensor technologies and other advanced manufacturing technologies, recognizing that companies within industry clusters derive strength from one another, encourage further growth and innovation, and result in expanded economic development for Osceola County; and

(D) to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County.

SECTION 4.04. COMPLIANCE WITH LEGAL REQUIREMENTS. During the Lease Term, UCF shall comply with and cause the Leased Premises to be in compliance with (A) all laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently contemplated applicable to the Leased Premises or the uses conducted on the Leased Premises, including without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and all local state and federal non-discrimination and environmental laws; and (B) the provisions of any insurance policies required to

be maintained by UCF with respect to the Leased Premises; provided however, that Osceola County shall be responsible for any violations occurring prior to Substantial Completion of the R&D Center. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Lease Term because of any of these requirements, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole liability of UCF; provided however, that the foregoing sentence shall not apply to any generally applicable regulations imposed by Osceola County that were not in effect prior to the date the R&D Center reached Substantial Completion.

SECTION 4.05. REQUIRED OCCUPANCY.

(A) If for any reason, UCF is unable to fully use the R&D Center for the purposes described in Section 4.~~04~~03, it shall locate or relocate comparable research and development activities under the auspices of UCF's Office of Research and Commercialization or another comparable research, science or technical division of UCF, to the R&D Center. The completed cleanroom research/fabrication space, as described in the Design ~~Criteria appended to the Documents~~ incorporated by reference into the Restated Development Agreement, shall be fully and actively utilized for such activities at all times. The Parties will use every reasonable effort to cooperate with each other and community collaborators such as Florida High Tech Corridor Council, Inc. to actively pursue university, industry and government partners to build out the R&D Center and secure economic development project for ~~the~~Osceola County and the region.

(B) Osceola County and UCF acknowledge that utilization of the R&D Center for the purposes described in Section 4.~~04~~03 and/or the foregoing subsection (A) has served as a material inducement for Osceola County to enter into the Restated Development Agreement and this Lease Agreement. Osceola County and UCF further acknowledge that remedies at law, including but not limited to monetary damages, may be inadequate for breach by either Party hereunder and either Party may incur losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of actual damages. Accordingly, if either Party ~~shall breach~~ any term of this Lease Agreement, each Party agrees that the other Party shall be entitled to seek such equitable relief as may be available to it under Florida law, including but not limited to an action for mandamus or specific performance in addition to the remedies provided in Section ~~56~~.01 hereof.

ARTICLE V
ADVANCED TREATMENT FACILITIES

SECTION 5.01. OPERATION.

(A) During the Lease Term, UCF shall operate and maintain the Advanced Treatment Facilities to serve the R&D Center in accordance with the terms of this Lease.

(B) The ROWS and ROWS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The ROWS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, membrane preservation, preventative maintenance and performance monitoring, to produce water meeting the volume and quality requirements of the R&D Center.

(C) The AWNS and AWNS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The AWNS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, calibration, preventative maintenance and performance monitoring to treat wastewater from the R&D Center to the published standards required by TWA for effluent entering its wastewater system. UCF shall provide, or cause the R&D Center Manager to provide access to the Leased Premises to TWA for monitoring, and to monitoring equipment, to address capacity, capability, quantity and quality to allow monitoring for, among other things, demand and contaminants entering TWA's wastewater collection system.

(D) UCF shall maintain and share, or cause the R&D Center Manager to maintain and share with TWA upon request, a record of maintenance and operations in a digital format, with an audit trail as to date, time, and person recording entries, to the extent applicable to the Advanced Treatment Facilities.

(E) UCF shall pay, or cause the R&D Center Manager to pay all operating and maintenance expenses of the Advanced Treatment Facilities related to or arising from the operation of the R&D Center, including, but not limited to salaries, benefits and employee taxes for staff, supplies, treatment chemicals, filters, utilities, insurance (but only to the extent required by the terms of this Lease Agreement), lab and testing fees, minor repairs and regular maintenance. In addition, UCF shall pay all applicable TWA rates, fees and charges for water entering the Advanced Treatment Facilities or the R&D Center and all applicable TWA rates, fees and charges for wastewater entering TWA's wastewater collection system from the R&D Center.

(F) TWA shall have the right, but not the duty, to inspect the Advanced Treatment Building, ROWS and AWNS, and associated facilities. Any inspection conducted by TWA shall be coordinated with the UCF or the R&D Center Manager and shall not unreasonably interfere with operation of the R&D Center or the Advanced Treatment Equipment.

SECTION 5.02. RENEWAL, REPLACEMENT AND EXPANSION.

(A) The parties recognize that:

(1) the AWNS and ROWS will likely be initially designed and sized to serve the R&D Center at the commencement of the Lease Term;

(2) various components of the AWNS and ROWS will have different useful lives, necessitating renewal and replacement at different times;

(3) build-out of the R&D Center will likely require expansion of the AWNS and ROWS; and

(4) service to customers other than the R&D Center will likely require expansion of the Advanced Treatment Building, expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, and easements for the additional AWNS main and ROWS main; and

(5) TWA may, in its absolute discretion, provide funding for expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, but has no obligation to provide any such funding.

(B) UCF shall be responsible, of cause the R&D Center Manager to be responsible for renewal and replacement of the AWNS and ROWS components required to meet the operating standards set forth in Section 5.01. Replacement components shall be comparable to the components replaced and shall meet applicable manufacturer's specifications for the AWNS and ROWS, respectively.

(1) Beginning on December 1 following execution of this Lease, and by December 1 of each year thereafter during the term of this Lease, UCF shall provide, or cause the R&D Center Manager to provide to TWA for consideration and comment a projected five-year capital improvement plan for annual renewal and replacement expenditures for the AWNS and ROWS components for consideration and inclusion in the capital budget of UCF or the R&D Center Manager. Such plan will be continually updated each successive year in a manner which uses sound engineering judgement and incorporates appropriate asset management criteria as mutually determined by UCF or the R&D Center Manager, and TWA. Such plan will address planned expenditures for the upcoming fiscal year commencing on October 1 and the four succeeding fiscal years and at a minimum must include the following elements: (a) detailed list of capital items to be replaced or rehabilitated in each year of the five-year plan; (b) quantities of each item; (c) cost per item; and (d) schedule for replacement or rehabilitation.

(2) The obligation to fund any renewal or replacement project shall be that of the UCF or the R&D Center Manager, not Osceola County or TWA.

(C) UCF or the R&D Center Manager may negotiate terms, conditions and financial obligations with Osceola County and/or TWA for design, acquisition and installation of expansions to the AWNS and ROWS required to serve the R&D Center to full build-out in accordance with Section 3.12(H). Any such expansions shall comply with all government requirements.

(1) TWA shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing, but may elect to do so in accordance with this subsection (C), or otherwise, after considering:

(a) advantages to TWA ratepayers resulting from local economic expansion emanating or derived from the R&D Center and Advanced Treatment Facilities;

(b) concomitant monetary contributions by UCF or the R&D Center Manager; and

(c) concomitant monetary contributions from Osceola County, UCF, other local, state or national governmental, public or private interests, beneficiaries or users.

(2) Osceola County may elect to fund expansions to the AWNS and ROWS in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(3) If both TWA and Osceola County decline to fund any expansions to the AWNS and ROWS, the AWNS and ROWS shall not be expanded unless UCF elects to provide the necessary funds or secures funds from another source. UCF may elect to fund expansions in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(D) The parties acknowledge and agree that the Advanced Treatment Facilities may be expanded to serve customers other than the R&D Center. If TWA elects to initiate advanced water and/or wastewater service to other customers, Osceola County, UCF, the R&D Center Manager and TWA shall meet, discuss and make good faith efforts to agree upon:

(1) expansion of the Advanced Treatment Building, or design and construction of an additional advanced treatment building;

(2) design, acquisition and installation of additional Advanced Treatment Equipment;

(3) location of an additional easement for an AWNS Main and/or ROWS Main;

(4) operating responsibilities for the additional Advanced Treatment Equipment;

(5) billing and customer service responsibilities for the new customer or customers;

(6) allocation of capital and operating costs between the R&D Center and the new customer or customers;

(7) allocation of responsibilities and expenses associated with insurance and liability between the R&D Center and the new customer or customers;

(8) responsibility for renewal and replacement projects associated with the new customer or customers;

(9) responsibility for expansions to the AWNS and ROWS associated with the new customer or customers; and

(10) any other issues relevant to the provision of advanced water and/or wastewater service to other customers.

Until and unless the Parties enter into a written agreement setting forth the terms related to any such expansion, UCF shall have any obligation, financial or operational, regarding such expansion; however, to the extent any portion of the capital reimbursement surcharge paid by UCF to TWA hereunder can be legally recovered from any new customer or customers, such portion of the capital reimbursement surcharge shall be applied to any remaining outstanding balance owed by UCF.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.01. ~~SECTION 5.01.~~ DEFAULT AND REMEDIES.

(A) Any one or more of the following events shall constitute a UCF Default under this Lease Agreement by UCF: (1) UCF fails to pay- when due Base Rent, Additional Rent or any other amount to be paid under this Lease Agreement by UCF, and the failure continues for thirty days after written notice from Osceola County; (2) UCF fails to perform or observe any other covenant or condition to be performed or complied with by UCF under this Lease Agreement, specifically including but not limited to Sections 3.0811, 3.09, 4.0112, and 4.02Article IV hereof; (3) UCF files or there is filed against UCF a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (4) an order is entered adjudicating UCF bankrupt or approving an involuntary petition seeking a reorganization of UCF under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of UCF, and the order is not vacated or stayed within one hundred eighty days of entry; or (5) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against UCF, or is taken upon or subjected to any attachments by any creditor of UCF or claimant against UCF, and the attachment is not discharged within thirty days after its levy.

(B) Upon the occurrence of a UCF Default, Osceola County shall have the following rights and remedies (in addition to all other rights and remedies provided Osceola County at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate Osceola County for all damages proximately caused by UCF's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to UCF's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel UCF to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement. Upon termination of this Lease Agreement, Osceola County may re-enter and take complete and peaceful possession of the Leased Premises, in which event UCF shall peacefully and quietly yield up and surrender the Leased Premises to Osceola County. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(C) No waiver or assent, express or implied, to any breach of UCF's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by Osceola County's failure to enforce the terms of this Lease Agreement strictly, including, without limitation, Osceola County's failure to collect any Base Rent or Additional Rent, unless such

waiver shall be in writing and shall state the specific act or failure which Osceola County has agreed not to treat as a UCF Default.

(D) If a UCF Default occurs as a result of UCF's failure to pay any lawfully imposed taxes, assessments or other charges, or maintain required insurance coverages, Osceola County, without waiving or releasing any obligation or UCF Default, may (but shall be under no obligation to) make the payment for the account and at the expense of UCF. All sums so paid by Osceola County, together with interest thereon at the Prime Rate, shall constitute Additional Rent and shall be paid by UCF to Osceola County on demand.

(E) Any one or more of the following events shall constitute an Osceola County Default under this Lease Agreement by Osceola County: (1) Osceola County fails to perform or observe any other covenant or condition to be performed or complied with by Osceola County; (2) Osceola County files or there is filed against Osceola County a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; (3) an order is entered adjudicating Osceola County bankrupt or approving an involuntary petition seeking a reorganization of Osceola County under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Osceola County, and the order is not vacated or stayed within one hundred eighty days of entry; or (4) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against Osceola County, or is taken upon or subjected to any attachments by any creditor of Osceola County or claimant against Osceola County, and the attachment is not discharged within thirty days after its levy.

(F) Upon the occurrence of an Osceola County Default, UCF shall have the following rights and remedies (in addition to all other rights and remedies provided UCF at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate UCF for all damages proximately caused by Osceola County's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to Osceola County's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel Osceola County to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement.

(G) No waiver or assent, express or implied, to any breach of Osceola County's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by UCF's failure to enforce the terms of this Lease Agreement strictly, unless such waiver shall be in writing and shall state the specific act or failure which UCF has agreed not to treat as an Osceola County Default.

SECTION 56.02. — NOTICE AND CURE. ~~In the event any Party breached the terms and provisions~~ No breach of this Lease Agreement, ~~a non-defaulting Party shall not exercise any remedies for such breach~~ become a UCF Default or an Osceola County Default unless the non-defaulting Party has notified the defaulting Party in writing of the breach and demanded compliance with this Lease Agreement. The Party who has breached this Lease Agreement shall remedy its

breach within fifteen business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the fifteen business day period, in which additional time shall be afforded, provided cure is begun within the fifteen business day period and diligently and continuously thereafter prosecuted ~~to~~ completion, provided that in no event shall such additional time exceed thirty days from the receipt by the defaulting Party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting Party may declare a breaching Party in default and may exercise its remedies as provided in this Lease Agreement.

SECTION ~~56.03~~. REMEDIES CUMULATIVE. All rights and remedies provided in this Lease Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

SECTION ~~56.04~~. RESOLUTION OF DISPUTES. It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Parties agree that whenever any Party cannot resolve an issue with the other Party, the affected Parties will engage in the alternative dispute resolution process described below prior to resorting to litigation.

(A) Either Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(B) If discussions between the Parties fail to resolve the dispute within sixty calendar days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, Osceola County will request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the Osceola County Commission.

(C) If the Parties are unable to reach a mediated settlement within ~~one hundred twenty~~ 120 calendar days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Party. In such event, any Party may initiate litigation within ~~one hundred twenty~~ 120 calendar days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the ~~one hundred twenty~~ 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents or agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 56.05. PUBLIC RECORDS. The Parties shall comply with Section 119.07, Florida Statutes commonly known as the Public Records Act, including but not limited to the following:

(A) keep and maintain public records that ordinarily and necessarily would be required by the Parties in order to perform the service;

(B) provide the public with access to public records on the same terms and conditions that the Parties would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(C) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(D) meet all requirements for retaining public records and transfer, at no cost, to the counterparty all public records in possession of ~~the~~ each Party upon termination of this Lease Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

SECTION 56.06. ASSIGNMENT. Neither Party shall be permitted to assign, nor transfer any of its rights and obligations under this Lease Agreement without the prior written consent of the other Party, which shall not be withheld unreasonably, and compliance with any requirements imposed by the United States Department of Commerce, Economic Development Administration in connection with the financial assistance award described in Section 4.01(B) of the Restated Development Agreement, if such award is made, with terms agreed to by Osceola County, UCF, and the Consortium. The foregoing shall not be construed to prohibit occupancy, sublease or other R&D Center use agreements entered into by UCF in the ordinary course of operating the R&D Center for the purpose described in Sections 4.03 and 4.05 hereof.

~~4.01 and 4.02 hereof.~~

SECTION 56.07. PROFESSIONAL FEES. Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 56.08. TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Lease Agreement.

SECTION 56.09. EXTENSION OF TIME PERIODS. In the event that the last day of any period of time on any date specified in this Lease Agreement shall fall on a weekend or legal holiday, or any day when UCF's or County's banks or other governmental offices in Osceola County are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices and banks are open.

SECTION 56.10. NO JOINT VENTURE. Nothing in this Lease Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between Osceola County and UCF.

SECTION 56.11. NON-WAIVER. The failure of any Party to insist upon another Party's compliance with its obligations under this Lease Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 56.12. COUNTERPARTS. This Lease Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Lease Agreement, so that in making proof of this Lease Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 56.13. ENTIRE AGREEMENT. This Lease Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 56.14. BINDING EFFECT. This Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto; provided however, that the Lease Agreement shall not inure to the benefit of any assignee of UCF pursuant to an assignment which is not in compliance with the terms of the Lease Agreement.

SECTION 56.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Lease Agreement shall be binding unless executed in writing by both Parties hereto. No waiver of any of the provisions of this Lease Agreement shall be deemed or shall constitute a waiver of any other provision of this Lease Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 56.16. NOTICES TO PARTIES.

(A) Whenever this Lease Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (A1) by hand delivery to the person(s) hereinafter designated, or (B2) by overnight hand delivery addressed as follows, or (C3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, FL 34741
Phone: (407) 742-2385
Fax: (407) 742-3291

With a copy to: Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, FL 34741
Phone: (407) 343-2330
Fax: (407) 742-2217

~~To UCF:~~ To UCF: Vice President for Research & Commercialization
University of Central Florida
~~4000 Central Florida Boulevard~~ 4365 Andromeda Loop North
Millican Hall Room 260
Orlando, FL 32816
Phone: (407) 823-5538
Fax: (407) 882-1156

~~With a copy to:~~ With a copy to: Vice President and General Counsel
University of Central Florida
~~4000 Central Florida Boulevard~~ 4365 Andromeda Loop North
Millican Hall Room 360
Orlando, FL 32816
Phone: (407) 823-2482
Fax: (407) 823-6155

Any of the foregoing Parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the R&D Center Manager at the address set forth below:

ICAMR, Inc.
Attention: Chief Operating Officer
200 NeoCity Way
Kissimmee, FL 34741
Phone: (407) 742-4254
Fax: (407) 742-3291

The R&D Center Manager may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 56.17. SEVERABILITY. In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

SECTION 56.18. GOVERNING LAW AND VENUE. This Lease Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Lease Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Lease Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

SECTION 56.19. LITIGATION. Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any Party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any Party hereto may file a copy of this agreement with any court as conclusive evidence of the consent of the Parties hereto to the waiver of any right they may have to trial by jury.

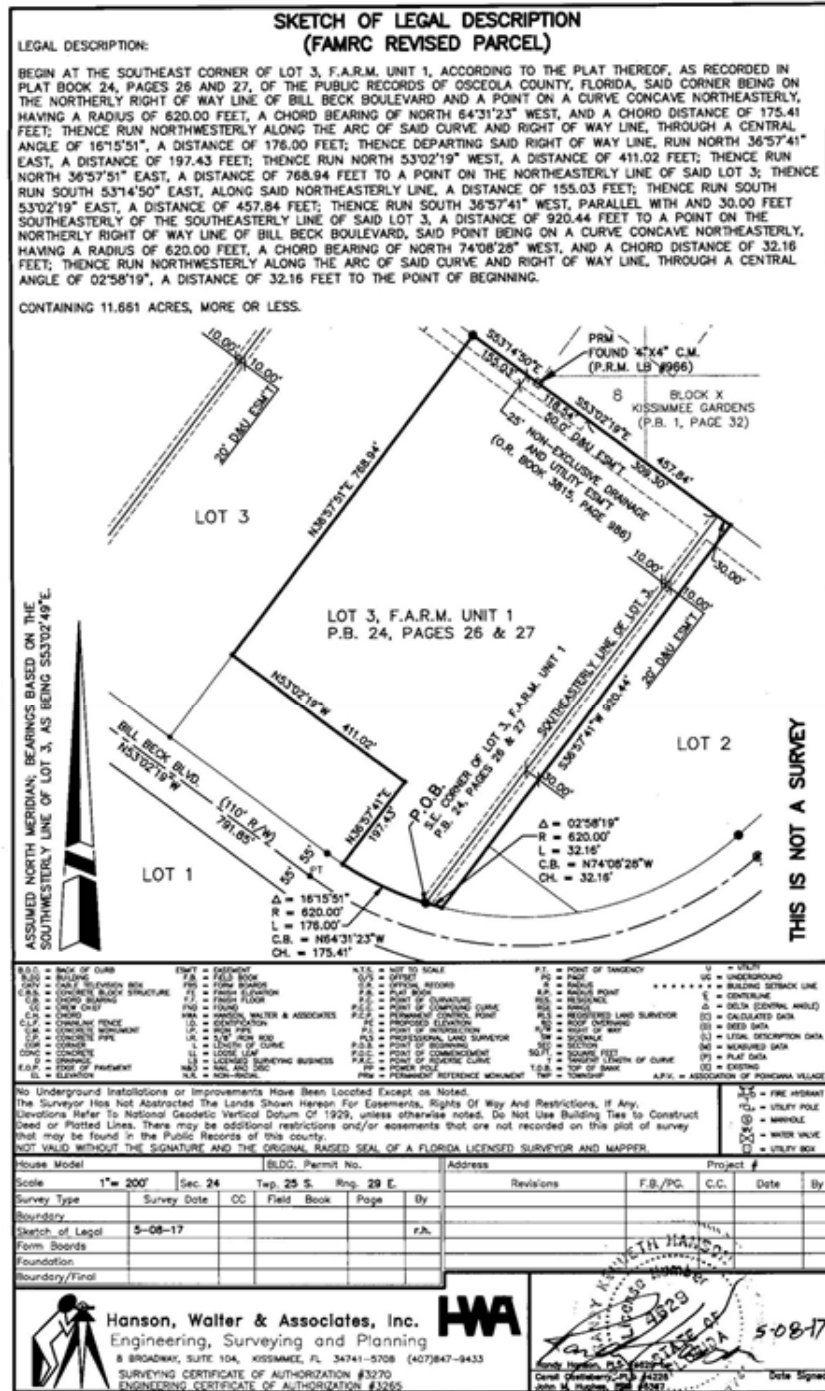
APPENDIX A
DESCRIPTION OF THE R&D CENTER SITE

~~A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF KISSIMMEE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

~~COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE RUN SOUTH 89°44'34" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 661.15 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 36°57'41" EAST, A DISTANCE OF 641.32 FEET; THENCE RUN NORTH 53°02'19" WEST, A DISTANCE OF 385.49 FEET; THENCE RUN NORTH 36°57'41" EAST, A DISTANCE OF 11000 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 36°57'41" EAST, A DISTANCE OF 967.29 FEET; THENCE RUN SOUTH 53°03'53" EAST, A DISTANCE OF 327.12 FEET; THENCE RUN SOUTH 53°14'50" EAST, A DISTANCE OF 155.03 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 427.84 FEET; THENCE RUN SOUTH 36°57'41" WEST, A DISTANCE OF 932.302 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 19°36'59", A CHORD BEARING OF NORTH 62°50'49" WEST, AND A CHORD DISTANCE OF 211.23 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 212.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 53°02'19" WEST, A DISTANCE OF 701.85 FEET TO THE POINT OF BEGINNING.~~

~~CONTAINING 20.16 ACRES, MORE OR LESS.~~

The Parties understand and agree that the original 20-acre R&D Center Site has decreased to 11.661 acres, as shown below, to allow for the remaining property to be developed by Osceola County as a four-story office building and other related uses proximate to the R&D Center.



Attachment C

General Summary of Changes

Development Agreement

Osceola County increased its contribution to fund a full buildout of the research and development center shell and a portion of building systems and tools. Design documents for the center now replace the design criteria requirements. Bond financing specifics were added, the construction period was extended, and certain tools were purchased. Osceola County has provided an updated environmental survey, and a portion of the site has been recommitted by Osceola County for an adjacent office building to serve the center. Additionally, terms related to tools have been revised to allow for UCF or third-party ownership and potential removal.

Terms related to ICAMR have been added, including a requirement for UCF to execute a management services agreement for the center with ICAMR**, and ICAMR now has a right to send and receive notice under the agreement.

New terms have also been added regarding Advanced Treatment Facilities (ATF). The ATF, originally planned as part of the center, is now a separate, freestanding structure, built by Osceola County with \$3.2 million in funds advanced by the Tohopekaliga Water Authority (TWA) to be recovered via center billing.

Lease

New terms have been added regarding the ATF. UCF will be responsible for maintaining and operating the ATF, for repaying TWA the advanced funds, and for paying system development charges related to capacity demand.

New terms have been added regarding alterations and improvements, tools, the site and easement rights, and insurance obligations. References to plant operation and maintenance cost were updated.

New terms have been added regarding bond financing restrictions and include a right for UCF to rely on Osceola County's bond counsel guidance.**

Terms related to ICAMR have been added, relating to utility billing, management services agreement requirements**, and rights to send and receive notice under the lease.

With respect to operation of the research and development center, various categories of users were defined, including minimum obligations of each, such as related to insurance and hazardous waste handling.

**Lease 3.01(B) – UCF reference documents and visual inspection date pending.*

***Highlighted provisions relating to the Management Services Agreement and bond financing remain subject to final review by Osceola County bond counsel but are not expected to substantively change.*

ITEM: AUD-1

**University of Central Florida
Board of Trustees
Audit and Compliance Committee**

SUBJECT: Amendments to University Regulation UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment

DATE: April 12, 2017

PROPOSED COMMITTEE ACTION

Approve the attached amendments to existing university regulation UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

University Regulation UCF-3.018 is being amended to include additional Florida Code of Ethics language from Florida Statute 112.313(3) regarding university employees doing business with the university. The term “public employee” was also changed to “university employee” throughout. Additional minor changes have been incorporated into the regulation.

Supporting documentation: Attachment B: Proposed Amended Regulation UCF-3.018 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

Attachment B

UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment.

(1) Code of Ethics. The policies and requirements of Chapter 112, Part III, Florida Statutes, “Code of Ethics for Public Officers and Employees,” shall apply to all UCF employees whether or not they are members of a bargaining unit, and includes the following prohibited actions or conduct:

- (a) Solicitation and Acceptance of Gifts. ~~University~~~~Public~~ employees may not solicit or accept anything of value, such as a gift, loan, reward, promise of future employment, favor or service, that is based on an understanding that their vote, official action, or judgment will be influenced by such gift.
- (b) Unauthorized compensation. ~~University~~~~Public~~ employees, their spouses and minor children may not accept any compensation, payment, or thing of value when they know, or should know, that it is given to influence a vote or other official action.
- (c) Misuse of Public Position. ~~University~~~~Public~~ employees may not use or attempt to use their official position or any property or resource that is within his or her trust to obtain special privilege, benefit, or exemption for themselves or others.
- (d) Disclosure or Use of Information. ~~University~~~~Public~~ employees (including former employees) may not disclose or use information not available to the public and obtained by the reason of their position for their personal benefit.
- (e) Doing Business with One’s Agency. ~~University~~~~Public~~ employees acting in their official capacity are prohibited from directly or indirectly purchasing, renting, or leasing any realty, goods, or services for ~~the University~~~~their agency~~ from a business entity in which the employees or their spouses or children serve as an officer, partner, director, or proprietor, or own more than a 5% interest. Employees, acting in their private capacity, are also prohibited from renting, leasing, or selling any realty, goods, or services to the University.
- (f) Conflicting Employment or Contractual Relationship. ~~University~~~~Public~~ employees may not work for or contract with a business entity or agency regulated by or doing business with ~~the University~~~~their agency~~. ~~Public~~~~e~~Employees also may not work for or have a contractual arrangement which will impede the full and faithful discharge of his or her public duties. Employees may

Attachment B

not create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties.

- (g) Contractual Services: Prohibited Employment. ~~University~~~~Public~~ employees who participate in the decision-making process involving a purchase request, who influence the content of any specification or procurement standard, or who render advice, investigation, or auditing regarding ~~the University~~~~their agency~~'s contract for services, may not be employed by a person holding such a contract with ~~the University~~~~their agency~~.

Additionally, Florida Statute 104.31 states that ~~public~~ employees may not use their position to interfere with an election, to command, coerce, or advise any other employee to contribute towards any political purpose, or advise where he or she might purchase commodities or interfere in any other way with the personal right of employees. Further, ~~public~~ employees may not participate in any political campaign for an election while on duty.

(2) General.

- (a) This regulation applies to all University employees, irrespective of bargaining unit, pay plan, rank, or employment status.
- (b) University employees are expected to~~-~~ fully and competently perform all duties pertinent to their employment. Outside activity or employment which interferes with an employee's obligations to the university or which represents a conflict of interest or commitment is prohibited.
- (c) Employees are required to submit a report of their intention to participate in outside activity or employment in advance of such engagement; and to resubmit such report annually or as required by section (3), below. If in the opinion of the president, or representative, the outside activity or employment creates an actual or potential conflict of interest or interference with the employee's duties, the employee will be notified to resolve the conflict or to provide further information that will allow the university to adequately manage any actual or potential conflict.
- (d) Any employee who wishes to request the use of any university facility, equipment, personnel, or other university resources in connection with an outside activity or employment is required to submit a written request for such use, in

Attachment B

accordance with subsection (3) below. See also University Regulations UCF-4.029 - 4.0294 relating to use of university facilities.

(3) Submission of Reports.

- (a) Faculty, Executive Services, Post-doctoral employees, and select individuals identified in University positions of trust or other employee types engaged in the design, conduct, and reporting of research must submit a report of outside activity or employment and potential conflicts of interest or commitment at the beginning of each academic year, irrespective of whether the employee has any activity or employment to report, using Form AA-21, "Potential Conflict of Interest or Commitment; Outside Activity or Employment Report." This report must be resubmitted during the course of the reporting period should there be a change in activity, such as new outside activity or employment, substantial increase in the commitment required for an outside activity or employment, or change in relationships that could create a conflict of interest. This report should be submitted online using the reporting process set forth by the University Compliance, Ethics, and Risk Office and the Office of Research and Commercialization. Further information is available in the Faculty Handbook, as well as on the web sites for the University Compliance, Ethics, and Risk Office and the Office of Research and Commercialization.
- (b) All other employees must submit a report prior to the initiation of any outside activity or employment, using Form HR-11, "Report of Potential Conflict of Interest, Outside Activity/Employment." This form must be resubmitted during the course of the reporting period should there be a change in activity, such as new outside activity or employment, substantial increase in the commitment required for an outside activity or employment, or change in relationships that could create a conflict of interest.
- (c) Any employee who wishes to request the use of university facilities, equipment, or personnel in conjunction with an outside activity or employment must submit a written request for such use using the appropriate form. For Faculty, Executive Service, Post-doctoral employees, and select individuals identified in University positions of trust or other employee types engaged in the design, conduct, and

Attachment B

reporting of research, any such request should be included with the report on Form AA-21. All other employees must use Form HR-12, "Permission to Use University Personnel, Equipment, Facilities, Students, or Services." Failure to submit such a request constitutes specific lack of permission to use any university resources in conjunction with an outside activity or employment. Each request will be evaluated on its own merits. The university is under no obligation to grant any such request.

- (d) Reports submitted under this regulation will be reviewed at appropriate levels of supervision. If a potential or actual conflict of interest or commitment is identified, the employee will be notified to resolve the conflict. If the employee has additional information that would assist the University in reviewing such conflict, the employee bears the burden of making that information available to the University. The resolution to a potential or actual conflict of interest may require the employee to cease the outside activity or employment or to divest oneself of the interests that are creating the conflict.
 - (e) The Florida Commission on Ethics also requires individuals who are identified under Florida Statute 112.3145 as reporting individuals, to submit to the Commission a disclosure of their financial interests within 30 days of appointment, annually by July 1, and within 60 days after leaving their position. Employees considered reporting individuals will be notified of their status by a member of the Human Resources Department.
- (4) If an employee does not agree with a decision by the president or representative, the employee may request relief under the provisions of the applicable UCF grievance procedure, but must follow the University's directive while pursuing the grievance.
- (5) Other Applicable Regulations. Any employee who accepts compensation for outside employment shall comply with the applicable requirements of Section 112.313, F.S., and University Regulation UCF-3.0032.
- (6) Nothing contained in this regulation shall excuse any employee who engages in outside employment or other activities which constitute a conflict of interest or commitment. A determination by the university not to object to an outside activity or employment does not preclude a finding by the State Ethics Commission that the activity or employment is not in

Attachment B

accordance with all applicable laws and regulations respecting conflicts of interest. The employee's obligation to avoid conflicts of interest is a continuing one.

Authority: BOG Regulation 1.001. History—New 10-8-75, Amended 11-22-77, 4-30-81, 8-15-84, 11-4-90, Formerly 6C7-3.18, Amended 4-23-03, 10-30-07; Formerly 6C7-3.018, Amended 6-24-10, 3-13-14, 10-30-14, _____-17.

ITEM: **CL-1**

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Eighth Amended and Restated Employment Agreement for President Hitt

DATE: May 18, 2017

PROPOSED COMMITTEE ACTION

Approve the Seventh Amended and Restated Employment Agreement for President Hitt.

BACKGROUND INFORMATION

In October 2016, the UCF Board of Trustees approved an employment agreement for the president with a fixed term ending on June 30, 2016, and allowed for annual extensions of the contract upon mutual agreement and after review of the President's performance by the Board. The attached Agreement extends the employment agreement until June 30, 2018.

Supporting documentation:

Attachment A: Eighth Amended and Restated Employment Agreement,
Redline Version

Prepared by: Scott Cole, Vice President and General Counsel

Submitted by: John Sprouls, Chair, Compensation and Labor Committee

Attachment A

SEVENTH-EIGHTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Seventh-Eighth Amended and Restated Employment Agreement ("Agreement"), is entered into by and between the University of Central Florida Board of Trustees (the "Board," or the "Board of Trustees"), and Dr. John C. Hitt (the "President" or "Dr. Hitt") and shall become effective on July 1, 2017~~6~~. Board and President may hereinafter be collectively referred to as the "parties."

RECITALS

WHEREAS, Dr. Hitt has served as President of the University of Central Florida ("University") since 1992 and guided the University through a period of unprecedented growth in enrollment and quality; and

WHEREAS, the Board has the authority to determine the terms and conditions of employment of the President; and

WHEREAS, the Board wishes to amend and restate its existing employment agreement with Dr. Hitt to memorialize the terms and conditions of his continued employment as President; and

WHEREAS, both the Board and Dr. Hitt desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement amends and restates in its entirety the Seventh~~ixth~~ Amended and Restated Employment Agreement approved by the Board ~~on November 2, 2015~~ effective July 1, 2016 and which terminates on June 30, 2017~~6~~.

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

Section 1.0 Term. The Board shall employ Dr. Hitt as its President for a term beginning on July 1, 2017~~6~~ and ending on June 30, 2018~~7~~. This Agreement may be extended for additional one year terms upon mutual agreement of the parties following review of the President's performance by the Board. If this Agreement is not renewed, Dr. Hitt shall be eligible for any incentive compensation awards heretofore granted in accordance with Section 4.3, subject to applicable withholding and employment taxes.

Section 2.0 Powers and Duties. Dr. Hitt shall be the President of the University, subject to the rules, policies, and supervision of the Board. Dr. Hitt shall have the powers and duties reserved to the position of President by the University's bylaws, and as established from time to time by the Board (collectively, the "Duties"). Dr. Hitt and the Board acknowledge and agree that the Duties shall be consistent with those customarily performed by presidents of top-tier state universities comparable in size and type to the University, including, without limitation, educational leadership,

Attachment A

faculty relations, budgeting, long-range planning, fundraising, public relations, student services, recruitment of personnel, appointment, promotion and dismissal of all faculty and staff members, and such other duties as may be determined or assigned by the Board.

Section 3.0 Evaluation. On or before September 1 of each year, Dr. Hitt shall provide to the Chair of the Board of Trustees' Compensation and Labor Committee (the "Committee Chair") a list of proposed goals and objectives for the fiscal year period and the next thirty-six (36) month period. The Board, or a committee thereof, and Dr. Hitt shall discuss Dr. Hitt's proposed goals and objectives, after which time the Board, or a committee thereof, shall agree upon finalized goals and objectives for that fiscal year and the next thirty-six (36) month period. Dr. Hitt shall initiate the evaluation process for the period that ended on June 30 of that year by submitting to the Committee Chair a self-appraisal of such period's performance. Dr. Hitt will use best efforts to submit the self-appraisal by September 15 but no later than September 30 of each calendar year. This appraisal shall address performance related to each of the goals and objectives. After Dr. Hitt has submitted this self-appraisal, the Board shall evaluate his performance during the previous academic year based primarily on his achievement of the mutually agreed upon goals and objectives and to a lesser extent such other criteria as the Board deems appropriate. To aid the Board in its annual performance review, Dr. Hitt agrees to furnish to the Board, or a committee thereof, such additional oral or written reports as it may request.

Section 4.0 Compensation.

Section 4.1 Annual Base Salary. As compensation for the services to be performed by Dr. Hitt pursuant to this Agreement, the Board shall pay Dr. Hitt an initial annual base salary of \$505,730. No more of this amount than is allowed by Florida Statutes shall be paid from public funds. This amount shall be payable according to the pay plan for administrative faculty employees at the University, with appropriate deductions for taxes and benefits. The Board shall review Dr. Hitt's compensation in connection with the annual evaluation of his performance, as set forth in Section 3.0 of this Agreement.

Section 4.2 Deferred Compensation. While employed as University President, Dr. Hitt shall receive annual deferred compensation equal to 20% of salary, payable quarterly. To the maximum extent possible, this sum should be provided through qualified plans (e.g. 403(b), 457, etc.).

Section 4.3 Incentive Compensation. Dr. Hitt shall be eligible for an annual incentive award, based on the accomplishment of the 36 month goals, established pursuant to section 3.0, for the just concluded three (3) year period in accordance with the Performance Unit Plan approved by the Board. If such goals are attained, as determined by the Board, the Board shall pay to Dr. Hitt a lump sum incentive award. This long term incentive compensation may be revised for future three year periods based solely on the discretion of the Board, but shall not be decreased. Amounts earned under the Performance Unit Plan are payable after the conclusion of the three year performance period and shall be paid in a lump sum (less applicable taxes and deductions) on or before December 31st following the completion of the performance period).

Attachment A

Section 5.0 Benefits.

Section 5.1 Standard Benefits. While employed as University President, Dr. Hitt shall be eligible to participate in all present and future benefit plans maintained by the University for administrative faculty employees. Such benefits shall include, without limitation, health care, disability and life insurance programs, retirement plans, tax-deferred savings plans, flexible spending accounts, and vacation and sick leave.

Section 5.2 Business/Travel Expenses. While employed as University President, the University shall cover the cost of Dr. Hitt's reasonable business expenses, including professional dues, meetings, business travel, and entertainment.

Section 5.3 Automobile. While employed as University President, the University shall provide Dr. Hitt with an automobile allowance or a University-owned full size automobile, which will be replaced every three (3) years, utilizing non-public funds. If the University provides Dr. Hitt with an automobile, it shall be responsible for the costs of fuel, maintenance, repairs, and insurance. Dr. Hitt shall be responsible for any tax liability associated with non-business use of the automobile in accordance with applicable Internal Revenue Service Regulations.

Section 5.4 Miscellaneous. While employed as University President, the President shall be given an allowance of up to \$4000 per month for travel for his spouse, memberships at Interlachen Country Club and the Citrus Club, or other organizations approved by the Board, and an annual physical, all to be provided from non-public funds.

Section 6.0 Housing. For the benefit and convenience of the University in having the functions of the Office of President most efficiently discharged, while employed as University President, Dr. Hitt shall be required to reside in the University-owned Burnett House, at the University's expense, during the term of this Agreement. The University shall provide staff with responsibilities for grounds-keeping, repairs, housekeeping services, and general maintenance of the Burnett House and cover all related expenses, including utilities.

For the convenience of the University, the Burnett House shall be available and shall be used, for University-related business and entertainment on a regular and continuing basis. Costs associated with such University events shall be paid by the University. If it is not feasible to entertain at the Burnett House due to a large number of invited guests, the University shall provide Dr. Hitt with another location suitable to host such an event and will bear the costs.

Section 7.0 Outside Activities. Dr. Hitt agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, to devote full-time attention and energies to his Duties as President. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the Duties set forth in Section 2.0 of this Agreement. Dr. Hitt shall not engage in any activity that may be competitive with or adverse to the best interests of the Board and the University.

Attachment A

With prior approval from the Board, Dr. Hitt may serve on up to two (2) boards of directors of for-profit corporations. In addition, Dr. Hitt must give prior notice to the Chair before agreeing to serve on any board of directors of a nonprofit corporation. Any and all income or other compensation earned by Dr. Hitt in connection with outside business activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits he is otherwise entitled to receive hereunder. Dr. Hitt shall use annual leave when attending to matters pertaining to such service if it is during normal work hours and requires a half day or more.

Section 8.0 Termination.

Section 8.1 Termination for Cause. The Board may terminate this Agreement and Dr. Hitt's employment hereunder for Cause. Cause for this purpose shall mean anyone or more of the following:

- A. Neglect or inattention by Dr. Hitt to the Duties of President of the University or Dr. Hitt's refusal or unwillingness to perform such Duties in good faith and to the best of Dr. Hitt's abilities after reasonably specific written notice of such neglect or inattention has been given to Dr. Hitt and Dr. Hitt has continued such neglect or inattention during a subsequent period specified by the Board of not less than ninety (90) days; or
- B. Material, significant or repetitive violation or breach by Dr. Hitt of this Agreement; or
- C. Conviction, a plea of guilty, or a plea of nolo contendere by Dr. Hitt to a felony, or to a misdemeanor involving moral turpitude; or
- D. Fraud or dishonesty of Dr. Hitt in the performance of his duties or responsibilities hereunder; or
- E. Fraud or dishonesty of Dr. Hitt in the preparation, falsification or alteration of documents or records; or
- F. Knowing failure by Dr. Hitt to obtain prior approval for outside activities as required by law or this Agreement; or
- G. Commission of or participation in any act, situation, or occurrence by Dr. Hitt which brings Dr. Hitt into public disrepute, contempt, scandal or ridicule or failure by Dr. Hitt to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

In the event of termination for cause, Dr. Hitt shall no longer be entitled to receive

Attachment A

any compensation under this agreement and shall forfeit any additional compensation accrued but not earned pursuant to paragraph 8.5. In lieu of termination for cause, the Board may suspend Dr. Hitt for a period not to exceed ninety (90) days for anyone or more of the acts or omissions representing grounds for termination for cause under this sub-paragraph. During a period of suspension under this sub-paragraph, Dr. Hitt shall only be entitled to receive the base salary provided by section 4.1.

Section 8.3 Resignation as President. In the event Dr. Hitt resigns his employment as President of the University in a timely manner that is acceptable to the Board, and he elects to return to the tenured faculty in a teaching, research or service role, Dr. Hitt shall be paid an annual salary of \$260,000. Dr. Hitt shall have the option of spending the first year immediately following his resignation on sabbatical, providing that such sabbatical is subject to the terms and conditions of the University's sabbatical program, including, without limitation, Dr. Hitt's agreement to repay the University any salary he receives while on sabbatical if he does not return to the University for at least two consecutive semesters (excluding summers) immediately following participation in the sabbatical program. No other benefits or compensation referenced in this Agreement shall continue. However, Dr. Hitt shall be eligible for any incentive compensation awards heretofore granted in accordance with Section 4.3.

Section 8.4 Death/Permanent Disability. In the event Dr. Hitt is unable to complete the term of this Agreement due to death or permanent disability as defined in section 409A of the Internal Revenue Code, he or his estate shall be entitled to receive an amount equal to the remaining base salary (Section 4.1) due under the Agreement up to a maximum of two years. In the case of disability, the two year period shall be calculated beginning with the initial date of disability, and payable on a bi-weekly basis. In the case of death, the payment shall be made within thirty days of due notice by the proper estate authority.

In the event of Dr. Hitt's death during his service as President, his spouse shall be entitled to remain in the University-owned residence for up to one hundred twenty (120) days after Dr. Hitt's death. The Board, in its sole discretion, may extend this one hundred twenty (120) day period.

Section 9.0 Dispute Resolution. The Board and Dr. Hitt agree that if any dispute arises concerning this Agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and Dr. Hitt agree that they will submit the dispute to confidential, binding arbitration in Orlando, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The filing fee and all costs of the arbitration and the arbitrator(s) fees shall be divided equally between the parties. Each party shall bear their own costs of any legal fees associated with the dispute and the arbitration proceeding.

The Board and Dr. Hitt will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know the disclosed information (Dr. Hitt's spouse shall be deemed to have a need to know any information disclosed to her), and will use their best efforts to ensure that

Attachment A

such persons do not further disclose any such information. The Board and Dr. Hitt agree that no arbitrator may be a University faculty member or have any material ongoing relationship with the University.

Section 10.0 Notice. Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:
Chair, Board of Trustees
University of Central Florida
4000 Central Florida Blvd.
Orlando, FL 32816

If to the President:
Dr. John C. Hitt, President
University of Central Florida
4000 Central Florida Blvd.
Orlando, FL 32816

Section 11.0 Severability and Waiver. If any portion of this Agreement shall be held to be invalid, inoperative, or unenforceable, then, so far as possible, effect shall be given to the intent manifested by the portion held invalid, inoperative, or unenforceable, and the remainder of this Agreement shall remain in full force and effect. No waiver or failure to enforce any or all rights under this Agreement by either party on any occasion shall constitute a waiver of that party's right to assert the same or any other rights on that or any other occasion.

Section 12.0 Governing Law. This Agreement shall be interpreted and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Florida, excluding its choice of law rules.

Section 13.0 Counterparts. This Agreement may be executed in counterparts, and by the parties on separate counterparts each of which, when so executed, shall constitute but one in the same instrument.

Section 14.0 Modification of Agreement. This Agreement represents the complete understanding of the parties and supersedes any previous or contemporaneous written or oral representations made by either party. There are no other promises, understanding, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement. This Agreement may be modified or amended only by mutual written consent of the parties.

Section 15.0 Personal Contract. The obligations and Duties of Dr. Hitt shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of Dr. Hitt and his executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

Section 16.0 Insurance and Indemnification. Dr. Hitt shall be provided with director's and officer's liability insurance coverage and be protected by indemnification agreements on the

Attachment A

same terms and conditions enjoyed by trustees and senior officers, said coverage to survive termination as to matters relating to his presidency.

Section 17.0 No Trust Fund. Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that Dr. Hitt acquires a right to receive payments from the University under this Agreement, the University's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from the University to Dr. Hitt.

Section 18.0 Understanding of the Agreement. Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms.

Section 19.0 Disclosure of the Agreement. Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided for by law.

Section 20.0 Section 409A. The parties intend that benefits under this agreement are to be either exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code and the regulations issued thereunder ("Section 409A"), and this Agreement shall be interpreted and administered in accordance with the intent that Dr. Hitt not be subject to tax under Section 409A. If any provision of the Agreement would otherwise conflict with or frustrate this intent, that provision will be interpreted and deemed amended so as to avoid the conflict. Any reference in this Agreement to "termination of employment", "separates from service" or similar phrase shall mean an event that constitutes a "separation from service" within the meaning of Section 409A. All reimbursements and in-kind benefits shall be provided in accordance with Treasury Regulation Section 1.409A-3(i)(iv).

Section 21.0 Miscellaneous. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, or officer of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

Attachment A

IN WITNESS WHEREOF, the President and the authorized representative of the Board of Trustees have executed this Agreement to be effective as of July 1, 201~~7~~⁶

University of Central Florida

By: _____

Marcos R. Marchena
Chairman, Board of Trustees

(Date)

By: _____

John R. Sprouls
Chair Board of Trustees, Compensation and Labor Committee

(Date)

By: _____

John C. Hitt
President, University of Central Florida

(Date)

ITEM: CL-2

**University of Central Florida
Board of Trustees**

**SUBJECT: Amendment to University Regulation UCF-3.0032 Additional
Compensation for UCF Employees**

DATE: May 18, 2017

PROPOSED COMMITTEE ACTION

Approve amendments to University of Central Florida Regulation UCF-3.0032.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation 3.0032 is being amended to clarify the procedures for paying additional compensation to employees who are exempt and non-exempt under the Fair Labor Standards Act.

Supporting documentation:

Attachment A: Proposed Amended Regulation UCF-3.0032 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel
Maureen Binder, Associate Vice President and Chief Human Resources
Officer

Submitted by: Scott Cole, Vice President and General Counsel

Attachment A

UCF-3.0032 Additional Compensation for UCF Employees.

(1) ~~Administration of (The additional Dual Compensation and Overload~~ procedures of the University of Central Florida shall operate in accordance with the following paragraphs.

(2) The primary purpose of additional compensation is to pay a full-time employee for services performed outside of their primary job, in a different scope or for another department. Additional compensation includes:

(a) Dual Compensation, which may be paid to employees who are exempt from the Fair Labor Standards Act (FLSA). Dual Compensation is outlined in Paragraph (3) of this regulation;

(b) Faculty Overload, which is a form of Dual Compensation and is governed by Academic Affairs;

(c) Dual Employment Overtime for employees who are not exempt from the FLSA. Dual Employment Overtime is outlined in Paragraph (7) of this regulation.

~~(32)~~ University employees who are exempt from the Fair Labor Standards Act (FLSA) and who are engaged in activities for which additional compensation will be provided and who are otherwise employed on a full-time basis by this university may be paid Dual Compensation~~compensated~~ for the total of all additional ~~state~~ compensation activities during each fiscal year at a level not to exceed twenty-five percent (25%) of their contracted salary rate or \$10,000, whichever is greater, for the same fiscal year.

~~(3) UCF employees who accrue annual leave are required to take annual leave or leave without pay if the activity for which additional state compensation is requested conflicts with their primary assigned work schedule.~~

Attachment A

~~(4) The primary purpose of Dual Compensation is to pay a full-time employee for services performed outside of their primary job for a different department. Services that are performed above and beyond the employee's normal primary job functions within the same department cannot be paid as Dual Compensation. Exception: Faculty overload, which is a form of dual compensation, is governed by Academic Administration.~~

(45) Additional services or duties performed by A&P employees during special events may not be compensated using Dual Compensation. Also refer to UCF Policy 3-112, entitled "Additions to Salary of Exempt Employees for Special Events."

(56) If a contract or grant project number is to be charged for Dual Compensation, the sponsor must acknowledge the work is being performed outside the employee's FTE assignment. The Office of Research and Commercialization must approve Dual Compensation transactions for all contract and grant project accounts.

~~(67) To ensure compliance with the Fair Labor Standards Act (FLSA) requires that an overtime rate be paid to non-exempt employees for all hours worked in excess of 40 hours per workweek. University employees who are not exempt from the FLSA and who are engaged in activities for which additional compensation will be provided and who are otherwise employed on a full-time basis by the university regulations, non-exempt employees doing the same or similar work in what would otherwise be a Dual Compensation capacity must be paid an Dual Employment Overtime rate for all hours worked in excess of 40 hours per workweek. Non-Exempt employees may not work in excess of an additional ten hours per week in activities for which Dual Employment Overtime will be paid. Because of this overtime requirement, these extra hours are generally not treated as Dual Compensation. Departments with employees eligible for Dual Employment Overtime this situation should follow the procedural guidelines~~

Attachment A

published on the UCF Human Resources website regarding Dual Employment Overtime for non-exempt employees. ~~use the following method for paying non-exempt employees doing the same or similar work for two departments: report the additional hours at the secondary department on the primary department timecard, then do department to department transfer to move the additional expenses to the secondary funding department.~~

(7) UCF employees who accrue annual leave are required to take annual leave or leave without pay if the activity for which additional compensation is requested conflicts with their primary assigned work schedule.

Authority: BOG Regulation 1.001. History—New 4-8-82, Formerly 6C7-3.032, Amended 8-25-92, 3-16-03; Formerly 6C7-3.0032, Amended 6-11-09, 12-19-16, _____-17.

ITEM: EP-1

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: 2017 Tenure Recommendations

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approval of tenure for faculty members whose names are included on the attached list.

BACKGROUND INFORMATION

The UCF tenure process requires that faculty members must seek tenure by the end of their sixth year of employment. The tenure procedure requires review by the department promotion and tenure committee, the department chair, the college promotion and tenure committee, the dean of the college, the university promotion and tenure committee, the provost, and the president. Their recommendations are then submitted to the University of Central Florida Board of Trustees for final approval.

Supporting documentation: Attachment A: 2017 Tenure Recommendations

Prepared by: Cynthia Young, Vice Provost for Faculty Excellence and International Affairs
and Global Strategies

Submitted by: A. Dale Whittaker, Provost and Executive Vice President

Attachment A

**University of Central Florida
2017 Tenure Recommendations**

Name	Current Rank	College/Unit	Department/Unit
Francois-Xavier Gleyzon	Assistant Professor	Arts and Humanities	English
Obi Nwakanma	Assistant Professor	Arts and Humanities	English
David Poissant	Assistant Professor	Arts and Humanities	English
Alla Kourova	Assistant Professor	Arts and Humanities	Modern Languages and Literatures
Tara Snyder	Assistant Professor	Arts and Humanities	Theatre
Uluc Aysun	Assistant Professor	Business Administration	Economics
Melanie Guldi	Assistant Professor	Business Administration	Economics
Steven Whiting	Assistant Professor	Business Administration	Management
Ze Wang	Assistant Professor	Business Administration	Marketing
Sejal Barden	Assistant Professor	Education and Human Performance	Child, Family and Community Sciences
Naveen Eluru	Associate Professor	Engineering and Computer Science	Civil, Environmental, & Construction Engineering
Boo Hyun Nam	Assistant Professor	Engineering and Computer Science	Civil, Environmental, & Construction Engineering
Mingjie Lin	Assistant Professor	Engineering and Computer Science	Electrical & Computer Engineering
Yuanli Bai	Assistant Professor	Engineering and Computer Science	Mechanical and Aerospace Engineering
Tuhin Das	Assistant Professor	Engineering and Computer Science	Mechanical and Aerospace Engineering
Kristina Fisher	Assistant Professor	Health and Public Affairs	Criminal Justice
Qian Hu	Assistant Professor	Health and Public Affairs	School of Public Administration
Claire Knox	Assistant Professor	Health and Public Affairs	School of Public Administration
Herve Roy	Assistant Professor	Medicine	Burnett School of Biomedical Sciences
Debashis Chanda	Assistant Professor	Office of Research & Commercialization	NanoScience Technology Center
Manuel Rivera	Assistant Professor	Rosen College of Hospitality Mgmt	Food Services and Lodging Management
Ahmet Ozturk	Assistant Professor	Rosen College of Hospitality Mgmt	Hospitality Services
Dipendra Singh	Assistant Professor	Rosen College of Hospitality Mgmt	Hospitality Services
Kelly Semrad	Assistant Professor	Rosen College of Hospitality Mgmt	Tourism, Events and Attractions
Asli Tasci	Assistant Professor	Rosen College of Hospitality Mgmt	Tourism, Events and Attractions
Beatriz Reyes-Foster	Assistant Professor	Sciences	Anthropology
Jennifer Marla Toyne	Assistant Professor	Sciences	Anthropology
James Harper	Assistant Professor	Sciences	Chemistry
Lindsay Neuberger	Assistant Professor	Sciences	Nicholson School of Communication
Jennifer Sandoval	Assistant Professor	Sciences	Nicholson School of Communication
Bo Chen	Assistant Professor	Sciences	Physics
Thomas Dolan	Assistant Professor	Sciences	Political Science
Nikola Mirilovic	Assistant Professor	Sciences	Political Science
Amanda Anthony	Assistant Professor	Sciences	Sociology
Amy Reckdenwald	Assistant Professor	Sciences	Sociology

4/10/2017

ITEM: EP-2

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Tenure with Hire

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approval of tenure with hire.

BACKGROUND INFORMATION

New faculty members are hired each year with tenure. Normally, such faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

Supporting documentation: Attachment A: Tenure with Hire Justification

Prepared by: Cynthia Young, Vice Provost for Faculty Excellence and International Affairs
and Global Strategies

Submitted by: A. Dale Whittaker, Provost and Executive Vice President

Attachment A

**Educational Programs Committee
Tenure with Hire Justification
May 18, 2017**

Dr. Simon F. Barton, Professor

College of Arts and Humanities, Department of History

Dr. Simon F. Barton received his Ph.D. degree in history from the University of York. He comes to UCF from the University of Exeter, where he was professor of medieval history and a fellow of the Royal Historical Society. Dr. Barton's research focus is politics, society and culture in Medieval Iberia; Islam and the Medieval West; aristocratic society in the Latin West; historical narratives in Medieval Iberia; and the development of Spanish national identity. He has written six books, including a popular textbook on the history of Spain. He is a member of editorial boards of a dozen journals or book series, and he has served as the President of the Society for the Medieval Mediterranean. The Department of History and the College of Arts and Humanities support the recommendation for tenure with hire.

Dr. Deborah Carroll, Associate Professor

College of Health and Public Affairs, School of Public Administration

Dr. Deborah Carroll received her Ph.D. degree in public administration and public policy from the University of Wisconsin-Milwaukee. Prior to her arrival at UCF, she was a tenured associate professor at University of Georgia, Department of Public Administration and Policy. Her research focus is financial management and fiscal policy; and the interconnectedness of the public and nonprofit sectors as it relates to implications for tax policy, tax burden, and public service provision. Dr. Carroll has authored or co-authored 46 publications. These include 22 peer-reviewed journal articles (mostly in highly ranked journals in her field), six book chapters or encyclopedia entries, and nine non-refereed or invited articles. She has presented at national and international conferences. She has served on and chaired numerous Ph.D. dissertation committees; and has taught courses on general public administration, public policy and management, policy analysis, public finance, and public sector economics. Her service has been outstanding to both her profession and the University of Georgia. The School of Public Administration and the College of Health and Public Affairs support the recommendation for tenure with hire.

Dr. Diane Davey, Professor of Medicine

College of Medicine, Department of Clinical Sciences

Dr. Diane Davey received her M.D. degree from Washington University in Saint Louis. Prior to her arrival at UCF, she was a tenured professor at the University of Kentucky. As a founding member of the College of Medicine in 2007, she has contributed in many areas since her arrival. Most notable are the establishment of a successful and award-winning second-year endocrinology module and the establishment of the Graduate Medical Education (GME) residency programs. The GME program is a significant contribution that adds to the value of the College of Medicine locally, regionally, and nationally. The complexities of getting this program started cannot be over-emphasized, requiring extensive partnerships with clinical entities, resource dedication to education, and coordination of clinical and educational workflows. During her time at UCF, Dr. Davey served as president of the American Board of Pathology and received the lifetime achievement award in her discipline. As well as being a talented educator, Dr. Davey has also maintained a clinical practice. The Department of Clinical Sciences and the College of Medicine support the recommendation for tenure.

Tenure with Hire Justification (continued)**Dr. Jane Gibson, *Professor of Medicine*****College of Medicine, Department of Clinical Sciences**

Dr. Jane Gibson received her Ph.D. degree in pathology and laboratory medicine from the University of Florida, College of Medicine. Prior to her arrival at UCF, she practiced at Orlando Health/MD Anderson, and served as the National Director of Clinical Molecular Genetics at American Pathology Services in Orlando. Since joining the College of Medicine in 2008 as a professor of medicine (pathology), she has maintained an educational and scholarly attachment to Orlando Health as an assistant program director of MD Anderson. Dr. Gibson has held critical leadership positions at Orlando Health, including membership on the Board of that organization. At UCF, she has served as assistant dean for students, participated in a college and national leadership training program, and is now chair of the Department of Clinical Sciences. She has written two book chapters and 15 papers, and she has presented at numerous national and international conferences. Dr. Gibson has brought recognition to UCF in the field of clinical molecular diagnostics research. During her time at UCF, she has been the principal investigator or co-principal investigator for seven clinical trial research studies, totaling over \$400,000 in external funding. The Department of Clinical Sciences and the College of Medicine support the recommendation for tenure.

Dr. Devon Jensen, *Associate Professor***College of Education and Human Performance, Department of Child, Family and Community Sciences**

Dr. Devon Jensen received his Ph.D. degree in postsecondary policy analysis at the University of Alberta. He comes to UCF from Georgia Southern University, where he was an associate professor in higher education leadership and interim associate dean in the College of Graduate Studies. He previously held faculty appointments at the University of Calgary and the University of South Dakota; he was also a visiting scholar at the University of Southern Queensland in Australia. Dr. Jensen's achievements in leadership, research, and teaching have cultivated strong national recognition. He has taught a wide variety of courses on the topic of postsecondary education and has supervised numerous doctoral candidates. His many research interests include higher education and economic development; online education; relationship between postsecondary education, business and government; faculty development; and international higher education systems. He has presented papers at many national and international conferences. The Department of Child, Family and Community Sciences and the College of Education and Human Performance support the recommendation for tenure with hire.

Dr. Jonathan Kibble, *Professor of Medicine***College of Medicine, Department of Medical Education**

Dr. Jonathan Kibble received his Ph.D. degree in physiology from the University of Manchester, United Kingdom. Since joining the College of Medicine in 2008 as a founding faculty member, he has served on multiple faculty committees, directed several modules, and now leads the coordination of the two first years of the curriculum as assistant dean of undergraduate medical education. His leadership and work contributed to the \$6 million curricular contract with the University of the Virgin Islands. Dr. Kibble is a physiologist with wide recognition for his excellence in teaching; he has published a popular textbook of physiology, several sets of preparatory "flash cards," and six physiology educational applications. He served his national colleagues through editorial leadership of the *Advances in Physiology Education* journal as editor for nine years, and as chair of the Teaching Physiology Section of the American Physiological Society. He received recognition for his excellence in teaching with the 2015 Alpha Omega Alpha Distinguished Teacher Award, which is the Association of American Medical College's highest honor for an educator. Dr. Kibble has published 38 peer-reviewed articles, and he has had grant support while a faculty member at the University of Sheffield in the United Kingdom. The Department of Medical Education and the College of Medicine support the recommendation for tenure.

Tenure with Hire Justification (continued)**Dr. Andrew Payer, Professor of Medicine****College of Medicine, Department of Medical Education**

Dr. Andrew Payer received his Ph.D. degree from Loyola University. In addition to being a founding faculty member of the College of Medicine, he served as founding faculty at Florida State University College of Medicine and held multiple positions at the University of Texas Medical Branch at Galveston. Since joining UCF, he has been instrumental in developing a state-of-the-art anatomy program that includes a willed-body program. Further, he has been able to persuade commercial surgical companies to use the lab on weekends and during academic lulls for income generation and national and international visibility for UCF. Dr. Payer is chair of the committee and sub-committee that reviews all medical college applications, and his leadership on the medical school admissions committee was critical to its early success. Dr. Payer has served on numerous national committees as well as on the Editorial Board of the *Clinical Anatomy* journal. His use of patient-based-learning approaches to the teaching of anatomy has resulted in national recognition for his work. The Department of Medical Education and the College of Medicine support the recommendation for tenure.

Dr. Richard Peppler, Professor of Medicine**College of Medicine, Department of Medical Education**

Dr. Richard Peppler received his Ph.D. degree in anatomy from Kansas University Medical Center. He joined the UCF College of Medicine in 2007 as founding associate dean for Faculty and Academic Affairs. In addition to his contributions to the UCF medical school, Dr. Peppler also served as founding faculty of East Tennessee College of Medicine. He served as dean of the College of Graduate Health Sciences at the University of Tennessee Health Science Center. Since joining UCF, he has served in a number of critical roles, including chair of the Department of Medical Education and chair of the Curriculum Committee. He has established the infrastructure for internal and external programmatic review and has received national recognition for these efforts. Dr. Peppler has led a number of national educational committees. He is active in both medical programs and general educational review committees, including the Southern Association of Colleges and Schools and the Liaison Committee on Medical Education. Dr. Peppler continues to teach in the anatomy laboratory ad hoc. He continues to build upon successes at the College of Medicine, and he recently established the new Continued Professional Development office. The Department of Medical Education and the College of Medicine support the recommendation for tenure.

Dr. Xugang Xia, Professor of Medicine**College of Medicine, Burnett School of Biomedical Sciences**

Dr. Xugang Xia received his M.D. degree (equivalent) from Hunan Medical University and his Ph.D. degree (equivalent) in neuroscience from the University of Tübingen Medical School. This was followed by postdoctoral training at the University of Massachusetts Medical School. He comes to UCF from Thomas Jefferson University School of Medicine, where he was a tenured full professor of pathology, anatomy, and cell biology. Dr. Xia's research program focuses on the use of novel transgenic rats as a model for understanding neurodegenerative diseases such as ALS and Alzheimer's disease. He has a history of competitive National Institutes of Health (NIH) grants and currently has two NIH R01 grants from the Neuroscience Institute. His teaching experiences include medical student and graduate courses, and he has extensive experiences in neuroscience labs and neuropharmacology. He has trained postdoctoral fellows and graduate students in laboratory research. The Burnett School of Biomedical Sciences and the College of Medicine support the recommendation for tenure with hire.

Dr. Marcia Verduin, professor of medicine
Department of Medical Education

Dr. Marcia Verduin earned her M.D. at the University of Florida, where she was first in her class. Since joining UCF in 2007, she has served as the founding associate dean for students. In this role, she has worked to develop an infrastructure that spans admissions, registrar, special needs and accommodations, annual progress, career development and eventual matching into clinical disciplines for our students. In addition to building this program, she has maintained a very high level of national involvement and tremendous scholarly output. She has had over 40 national presentations and 26 peer-reviewed publications since joining UCF. She has been recognized for her work in academic psychiatry with national awards, received nomination into the Academic College, and is the president-elect for the Association for Academic Psychiatry. Dr. Verduin is one of very few selected for the Board of Regents of the American College of Psychiatry, the highest honor in that college. The Department of Medical Education and the College of Medicine support the recommendation for tenure.

ITEM: EP-3

EDUCATIONAL PROGRAMS COMMITTEE

University of Central Florida

SUBJECT: 2017-18 UCF Work Plan

DATE: May 17, 2017

PROPOSED BOARD ACTION

Approval of 2017-18 UCF Work Plan.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 states that each board of trustees shall prepare a multi-year work plan for the Florida Board of Governors. The plan will outline the university's top priorities, strategic directions, and specific actions, as well as performance expectations and outcomes on institutional and system wide goals. The work plan should reflect the university's distinctive mission and core institutional strengths within the context of the State University System's goals and regional or statewide needs.

Supporting documentation: 2017-18 UCF Work Plan

Prepared by: M. Paige Borden, Associate Provost for Academic Program Quality and
Associate Vice President for Institutional Knowledge Management

Submitted by: A. Dale Whittaker, Provost and Executive Vice President

Attachment A

UCF

2017 Work Plan



University of Central Florida
*University Work Plan Presentation
for Board of Governors June 2017 Meeting*

DRAFT 05-12-2017

STATE UNIVERSITY SYSTEM of FLORIDA | **Board of Governors**



INTRODUCTION

The State University System of Florida has developed three tools that aid in guiding the System's future.

- 1) The Board of Governors' 2025 System Strategic Plan is driven by prospective goals and associated metrics that set future benchmarks for the System;*
- 2) The Board's Annual Accountability Report provides retrospective tracking with year-over-year and longer time periods for how the System is progressing toward its goals;*
- 3) Institutional Work Plans connect the two and create an opportunity for greater dialogue relative to how each institution contributes to the System's overall vision.*

These three documents assist the Board with strategic planning and with setting short-, mid- and long-term goals. They also enhance the System's commitment to accountability and driving improvements in three primary areas of focus: 1) academic quality, 2) operational efficiency, and 3) return on investment.

The Board will use these documents to help advocate for all System institutions and foster even greater coordination with the institutions and their Boards of Trustees.

Once a Work Plan is approved by each institution's respective Boards of Trustees, the Board of Governors will review and consider the plan for potential acceptance of the one-year metric goals. Longer-term components will inform future agendas of the Board's Strategic Planning Committee. The Board's acceptance of a work plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component.



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MISSION STATEMENT (What is your purpose?)

The University of Central Florida is a public multi-campus, metropolitan research university that stands for opportunity. The university anchors the Central Florida city-state in meeting its economic, cultural, intellectual, environmental, and societal needs by providing high-quality, broad-based education and experience-based learning; pioneering scholarship and impactful research; enriched student development and leadership growth; and highly relevant continuing education and public service initiatives that address pressing local, state, national, and international issues in support of the global community.

VISION STATEMENT (What do you aspire to?)

From the UCF Collective Impact strategic plan:

We use the power of scale and the pursuit of excellence to solve tomorrow's greatest challenges and to make a better future for our students and society. Through learning, discovery, and partnerships, we transform lives and livelihoods.



STATEMENT OF STRATEGY (How will you get there?)

Given your mission, vision, strengths and available resources, provide a brief description of your market and your strategy for addressing and leading it.

In the Collective Impact plan, UCF has defined five strategic areas of focus:

- 1. Harness the power of scale to transform lives and livelihoods.** Serving a fast-growing region and state, UCF has demonstrated that maximizing a research university's impact is a function of both size and excellence, and will continue to pursue both to fulfill its mission.
- 2. Attract and cultivate exceptional and diverse faculty, students, and staff whose collective contributions strengthen us.** Believing that talent is at the core of its pursuit of excellence, UCF will aggressively continue to be a magnet for diverse and excellent individuals throughout the university.
- 3. Deploy our distinctive assets to solve society's greatest challenges.** UCF and the region have unique capabilities and needs, and the university will focus on finding and developing solutions for Florida and our broader world.
- 4. Create partnerships at every level that amplify our academic, economic, social, and cultural impact and reputation.** Continuing its commitment to being "America's leading partnership university," UCF will extend its impact through local, national, and international partnerships and continue to build its reputation of excellence.
- 5. Innovative academic, operational and financial models to transform higher education.** As a younger institution with fewer historical constraints, UCF has and will continue to develop new models for how to provide high quality education and research to meet today's needs that can become models for others.

STRENGTHS AND OPPORTUNITIES (within 3 years)

What are your core capabilities, opportunities and challenges for improvement?

Strengths: High student retention, progression, and graduation rates; M.D. program and supporting initiatives; graduate study and research in traditional and emerging disciplines; DirectConnect to UCF program; university efficiencies in utilities, maintenance, and property management; and ample opportunities for academic community engagement and partnerships.

Opportunities: Develop the recently approved UCF Downtown campus to create a hub for digital media, communications, and community, as well as public affairs and health; construction of a new teaching hospital for College of Medicine; increase quality and efficiencies of student success by means of the University Innovation Alliance and the Florida Consortium for Metropolitan Research Universities; add additional tenure-track and tenured faculty members to enhance educational quality and research impact.

Challenges: High student-to-faculty ratio, constrained academic and research space, and high transfer population resulting in a greater proportion of major-specific course offerings that are more costly than general education course work.



KEY INITIATIVES & INVESTMENTS *(within 3 years)*

Describe your top three key initiatives for the next three years that will drive improvement in Academic Quality, Operational Efficiency, and Return on Investment.

1 – Faculty Size and Excellence: Hire additional full-time faculty members in areas of specific focus (e.g. STEM, areas of strategic programmatic emphasis, and emerging fields). Hiring full-time faculty members enhances the undergraduate and graduate academic experience by ensuring the availability of course offerings to meet student demand, decreasing class size, increasing student engagement, supporting undergraduate and graduate research, and stabilizing UCF’s student-to-faculty ratio. An emphasis on hiring tenured and tenure-track faculty members addresses the overall mix of faculty and the recent reliance on non-tenure-track faculty members while boosting UCF’s growing research promise and economic impact. 2020 target is to grow tenured and tenure-track faculty members by 25 percent and increase the percentage of full-time faculty in academic units to 65 percent.

2 – Research and graduate activity: Increase graduate degree program breadth, interdisciplinarity, and quality while enhancing the volume and impact of UCF research. Increasing graduate activity supports the emerging preeminence of UCF’s graduate enterprise and supports the university in enhancing its Carnegie Classification as a “Doctoral University: Highest Research Activity” institution. To ensure continued growth and quality, UCF plans to expand and enhance programs in focused areas. This will include the hiring of research- intensive faculty members and essential staff members, the expansion of biomedical and clinical research, the development of additional graduate medical education programs, and the development of new health-related programs that capitalize on College of Medicine partnerships. Increasing graduate activity also furthers the volume and economic impact of UCF research, building upon the \$1.1 billion in external research grants received in the past decade. 2020 target is \$250 million in research grants.

3 – Student Success: Expansion of existing programs and implementation of new efforts to increase retention and graduation rates. Harnessing predictive analytics, updating current advising software, and focusing on program mapping and tracking to find appropriate pathways for student success are several of the initiatives that will allow UCF to shift from cohort-based approaches to individualized student interventions that can predict and prevent certain student failures before they happen. Expected outcomes for these efforts are increased retention and graduation rates, shortened time to degree, and reduced excess credit hours. 2020 target is to achieve a 92 percent retention rate (meeting the preeminence benchmark of GTE 90 percent) and a 75 percent six-year graduate rate.



PERFORMANCE BASED FUNDING METRICS (ACTUAL | GOALS)

1. Percent of Bachelor's Graduates Enrolled or Employed (\$25,000+) [within one-year, anywhere in the Nation]

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
.	.	64.3	65.1	66.2	67.2	67.5	68.1	68.6

2. Median Wages of Bachelor's Graduates Employed Full-time [within one-year, anywhere in the Nation]

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
\$33,200	\$33,700	\$34,900	\$37,000	\$38,600	\$39,100	\$39,700	\$40,200	\$40,600

3. Average Cost to the Student [Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
.	.	\$16,260	\$15,330	\$15,280	\$15,120	\$15,000	\$14,970	\$14,750

4. FTIC Six-Year Graduation Rate

2006-12	2007-13	2008-14	2009-15	2010-16	2011-17	2012-18	2013-19	2014-20
64.6	66.6	69.2	70.1	68.3	70.8	71.7	72.8	73.6

5. Academic Progress Rate [Second Year Retention Rate with At Least a 2.0 GPA]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
85.0	84.9	85.0	86.6	86.5	87.4	88.8	89.4	90.0

6. Percentage of Bachelor's Degrees Awarded within Programs of Strategic Emphasis

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
44.7	46.2	48.9	49.7	52.0	52.5	53.1	53.5	54.0

7. University Access Rate [Percent of Undergraduates with a Pell grant]

FALL 2011	FALL 2012	FALL 2013	FALL 2014	FALL 2015	FALL 2016	FALL 2017	FALL 2018	FALL 2019
36.3	38.1	38.5	39.4	39.8	40.2	40.6	41.3	41.7

8. Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
61.7	61.2	57.4	61.7	63.4	63.6	64.0	64.3	64.7

9. BOG Choice: Percent of Baccalaureate Degrees Awarded Without Excess Hours

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
65.0	67.0	66.9	69.2	66.3	68	69	70	71

10. BOT Choice: Bachelor's Degrees Awarded Annually [First Majors]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
11,515	12,321	12,372	12,629	12,832	13,190	13,550	13,930	14,320

Note: Metrics are defined in appendix. For more information about the PBF model visit: http://www.flbog.edu/about/budget/performance_funding.php.



PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS (ACTUAL | GOALS)

1. Average GPA and SAT Score

Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
3.9	3.9	3.9	4.0	4.0	4.0	4.1	4.1	4.1
1244	1248	1257	1261	1262	1265	1267	1270	1272

2. Public University National Ranking [based on BOG's official list of publications]

2013	2014	2015	2016	2017	2018	2019	2020	2021
.	1	1	1	2	2	3	3	4

3. Freshman Retention Rate [Full-time students as reported to IPEDS]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
88	87	88	89	89	90	91	92	92

4. 6-year Graduation Rate [Full-time students as reported to IPEDS]

2006-12	2007-13	2008-14	2009-15	2010-16	2011-17	2012-18	2013-19	2014-20
65	67	70	70	69	72	73	74	74

5. National Academy Memberships

2013	2014	2015	2016	2017	2018	2019	2020	2021
.	1	1	1	6	7	7	8	8

6. Science & Engineering Research Expenditures (\$M)

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
97	109	143	170	188	194	199	210	218

7. Non-Medical Science & Engineering Research Expenditures (\$M)

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
95	105	132	168	180	186	191	196	201

8. Number of Broad Disciplines Ranked in Top 100 for Research Expenditures [includes private univ.]

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
4 of 8	3 of 8	3 of 8	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8

9. Utility Patents Awarded [over three calendar years]

2010-12	2011-13	2012-14	2013-15	2014-16	2015-17	2016-18	2017-19	2018-20
221	205	198	177	184	192	202	218	230

10. Doctoral Degrees Awarded Annually [First major]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
266	280	356	423	440	455	465	475	485

11. Number of Post-Doctoral Appointees [note: statute requires a source with time lag]

Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014 ACTUAL	Fall 2015 ACTUAL	Fall 2016 GOAL	Fall 2017 GOAL
74	58	65	55	52	64	68	72	95

12. Endowment Size [\$Dollars in Millions]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
122.6	138.6	154.6	150.7	146.4	153	161	169	175



KEY PERFORMANCE INDICATORS (ACTUAL | GOALS)

Teaching & Learning Metrics (from the 2025 System Strategic Plan that are not included in the PBF section)

1. Public University National Ranking [based on BOG's official list of publications]

2013	2014	2015	2016	2017	2018	2019	2020	2021
.	1	1	1	2	2	3	3	4

2. Freshmen in Top 10% of High School Class

Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
32	30	31	33	33	35	36	37	37

3. Professional Licensure & Certification Exam Pass Rates Above Benchmarks

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
3 of 3	4 of 5	4 of 5	5 of 5	5 of 5	5 of 5	5 of 5	5 of 5	5 of 5

4. Time to Degree for FTICs in 120hr programs

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
4.5	4.5	4.6	4.4	4.4	4.2	4.2	4.1	4.0

5. Four-Year FTIC Graduation Rates [full-time students only]

2008-12	2009-13	2010-14	2011-15	2012-16	2013-17	2014-18	2015-19	2016-20
40	40	40	40	44	45	46	48	50

6. Bachelor's Degrees Awarded [First Majors Only]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
11,515	12,321	12,372	12,629	12,832	13,190	13,550	13,930	14,320

7. Graduate Degrees Awarded [First Majors Only]

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
2,679	2,587	2,918	2,673	2,682	2,700	2,750	2,825	2,950

8. Percent of Bachelor's Degrees Awarded to African-American & Hispanic Students

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
26	28	30	31	33	33	34	35	36

9. Percentage of Adult (Aged 25+) Undergraduates Enrolled

Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
21	21	21	21	20	21	22	23	23

10. Percent of Undergraduate FTE in Online Courses

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
25	27	28	30	31	32	33	35	37

11. Percent of Bachelor's Degrees in STEM & Health

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
27	29	30	33	34	35	36	36	37

12. Percent of Graduate Degrees in STEM & Health

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
43	42	41	44	47	47	48	48	49



KEY PERFORMANCE INDICATORS (ACTUAL | GOALS)

Scholarship, Research and Innovation Metrics (additional metrics from the 2025 System Strategic Plan)

1. National Academy Memberships

2013	2014	2015	2016	2017	2018	2019	2020	2021
.	1	1	1	6	7	7	8	8

2. Faculty Awards

Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
4	4	7	6	7	8	10	12	14

3. Total Research Expenditures (\$M)

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
122	127	186	216	242	271	304	334	367

4. Percent of Research Expenditures Funded from External Sources

2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
75	69	46	50	49	50	52	53	54

5. Utility Patents Awarded Annually [from the USPTO]

2012	2013	2014	2015	2016	2017	2018	2019	2020
79	52	67	58	59	65	72	79	83

6. Licenses/Options Executed

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
11	10	17	23	38	34	34	36	38

7. Number of Start-up Companies Created

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
2	5	3	8	14	15	16	18	20

Institution Specific Goals (optional)

To further distinguish the university's distinctive mission, the university may choose to provide additional metric goals that are based on the university's own strategic plan.

	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 GOALS	2019 GOALS	2020 GOALS	2021 GOALS
UCF Health Faculty Practice (percent of non-faculty costs covered by practice revenue)	55% 2014-15	56% 2015-16	58% 2016-17	75% 2017-18	100% 2018-19	100% 2019-20	100% 2020-21
UCF Lake Nona Medical Center	secure land	HCA partnership	BOG approval	architectural /engineering plans	secure permits	begin construction	construction



ENROLLMENT PLANNING (ACTUAL | PLAN)

Planned Headcount Enrollment by Student Type *(for all students at all campuses)*

	FALL 2012 ACTUAL	FALL 2013 ACTUAL	FALL 2014 ACTUAL	FALL 2015 ACTUAL	FALL 2016 ACTUAL	FALL 2017 PLAN	FALL 2018 PLAN	FALL 2019 PLAN	FALL 2020 PLAN
UNDERGRADUATE									
FTIC (Regular Admit)	24,073	23,953	24,355	24,881	25,216	25,810	26,310	26,760	27,100
FTIC (Profile Admit)	291	286	335	328	302	310	320	320	330
FCS AA Transfers	20,676	21,069	21,434	21,897	22,012	22,110	22,240	22,620	22,880
Other AA Transfers	253	263	257	325	446	450	450	460	460
Post-Baccalaureates	0	0	527	1,085	1,073	1,070	1,080	1,100	1,110
Other Undergraduates	5,424	5,476	5,376	5,557	6,203	6,250	6,290	6,390	6,470
Subtotal	50,717	51,047	52,284	54,073	55,252	56,000	56,690	57,650	58,350
GRADUATE									
Master's	6,020	5,705	5,415	5,663	5,812	6,110	6,320	6,430	6,610
Research Doctoral	1,728	1,707	1,757	1,724	1,732	1,820	1,900	1,980	2,070
Professional Doctoral	495	591	634	625	626	660	690	720	750
Subtotal	8,243	8,003	7,806	8,012	8,170	8,590	8,910	9,130	9,430
UNCLASSIFIED									
H.S. Dual Enrolled	13	25	10	42	34	30	30	30	30
Other ¹	812	695	721	889	879	780	820	870	920
Subtotal	825	720	731	931	913	810	850	900	950
TOTAL	59,785	59,770	60,821	63,016	64,335	65,400	66,450	67,680	68,730

Notes: This table reports the number of students enrolled at the university by student type categories. The student type for undergraduates is based on the Type of Student at Time of Most Recent Admission. The student type for graduates is based on the degree that is sought and the student CIP code. Unclassified refers to a student who has not yet been formally admitted into a degree program but is enrolled. The methodology for this table was revised at the June 2016 Data Administrator Workshop and matches the 2015-16 Accountability Report (Table 3A). The change improves how post-baccalaureate undergraduate students are counted. (1) 'Other Unclassified' students include Post-Baccalaureates who are not seeking a degree.

Planned FTE Enrollment by Method of Instruction *(for all students at all campuses)*

	2011-12 ACTUAL	2012-13 ACTUAL	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 ACTUAL	2016-17 PLAN	2017-18 PLAN	2018-19 PLAN	2019-20 PLAN
UNDERGRADUATE									
Distance (80-100%)	11,510	12,433	12,807	13,559	14,523	15,860	17,050	17,720	18,340
Hybrid (50-79%)	2,648	3,054	3,208	3,644	4,158	4,630	4,820	4,980	5,230
Classroom (0-50%)	31,287	30,078	29,124	28,593	28,599	28,120	27,600	27,540	27,500
Subtotal	45,445	45,565	45,139	45,796	47,280	48,610	49,470	50,240	51,070
GRADUATE									
Distance (80-100%)	1,721	1,707	1,594	1,539	1,590	1,770	1,900	2,030	2,120
Hybrid (50-79%)	639	645	683	666	641	640	690	760	790
Classroom (0-50%)	3,492	3,540	3,461	3,313	3,304	3,280	3,380	3,440	3,500
Subtotal	5,852	5,892	5,738	5,518	5,535	5,690	5,970	6,230	6,410

Note: Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. **Distance Learning** is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology, when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Classroom/Traditional**, is a course in which less than 50% of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time, space or both. This designation can include activities that do not occur in a classroom (ie, labs, internships, practica, clinicals, labs, etc) – see SUDS data element 2052.



ENROLLMENT PLANNING (continued)

Planned FTE Enrollment Plan by Student Level

	2015-16 ACTUAL	2016-17 ESTIMATE	2017-18 PLAN	2018-19 PLAN	2019-20 PLAN	2020-21 PLAN	2021-22 PLAN	2022-23 PLAN	Planned Annual Growth Rate*
STATE FUNDABLE									
RESIDENT									
LOWER	15,371	15,610	15,890	16,130	16,400	16,600	16,730	16,820	1.14%
UPPER	29,129	29,630	30,160	30,620	31,130	31,510	31,760	31,930	1.15%
GRAD I	3,139	3,220	3,380	3,490	3,570	3,660	3,780	3,850	2.64%
GRAD II	701	660	690	740	780	820	860	890	5.22%
TOTAL	48,339	49,120	50,120	50,980	51,880	52,590	53,130	53,490	1.31%
NON RESIDENT									
LOWER	979	1,170	1,190	1,200	1,220	1,240	1,250	1,260	1.15%
UPPER	987	1,260	1,280	1,300	1,320	1,340	1,350	1,350	1.07%
GRAD I	534	570	590	610	630	640	660	680	2.88%
GRAD II	662	730	760	820	860	910	950	980	5.22%
TOTAL	3,162	3,730	3,820	3,930	4,030	4,130	4,210	4,270	2.25%
TOTAL									
LOWER	16,350	16,780	17,070	17,330	17,620	17,830	17,980	18,080	1.16%
UPPER	30,116	30,880	31,440	31,920	32,450	32,840	33,110	33,290	1.15%
GRAD I	3,673	3,780	3,970	4,110	4,190	4,310	4,450	4,530	2.67%
GRAD II	1,363	1,380	1,450	1,550	1,630	1,730	1,810	1,860	5.11%
TOTAL	51,501	52,820	53,930	54,910	55,890	56,710	57,350	57,760	1.38%
NOT STATE FUNDABLE									
LOWER	448	530	540	540	550	560	560	570	1.09%
UPPER	367	420	430	440	440	450	450	460	1.36%
GRAD I	479	500	530	550	560	570	590	600	2.51%
GRAD II	20	20	20	20	30	30	30	30	8.45%
TOTAL	1,313	1,470	1,520	1,550	1,580	1,610	1,630	1,660	1.78%

Note: Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. Pursuant to section 1013.31, Florida Statutes, this data is used as a key factor in the calculation of facility space needs for university educational plant surveys. Note*: The Planned Annual Growth Rate is a compounded rate based on the following formula: (2022-23 value divided by the 2017-18 value) to the (1/5) exponent minus one.

Medical Student Headcount Enrollments

	2015-16 ACTUAL	2016-17 ESTIMATE	2017-18 PLAN	2018-19 PLAN	2019-20 PLAN	2020-21 PLAN	2021-22 PLAN	2022-23 PLAN	Annual Growth
MEDICAL DOCTORATES									
RESIDENT	347	360	362	362	362	362	362	362	0%
NON-RESIDENT	113	117	118	118	118	118	118	118	0%
TOTAL	460	477	480	480	480	480	480	480	0%



ACADEMIC PROGRAM COORDINATION

New Programs For Consideration by University in AY 2017-18

The S.U.S. Council of Academic Vice Presidents (CAVP) Academic Program Coordination Work Group will review these programs as part of their on-going coordination efforts. The programs listed below are based on the 2016 Work Plan list for programs under consideration for 2017-18.

PROGRAM TITLES	CIP CODE 6-digit	AREA OF STRATEGIC EMPHASIS	OTHER UNIVERSITIES WITH SAME PROGRAM	OFFERED VIA DISTANCE LEARNING IN SYSTEM	PROJECTED ENROLLMENT <i>in 5th year</i>	PROPOSED DATE OF SUBMISSION TO UBOT
BACHELOR'S PROGRAMS						
Emergency Management	43.0302	-	-	N	120	Nov-2017
Life Care Management	52.09xx	HLTH		N	340	Mar-2018
MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS						
Emergency Management	43.0302		FIU, UF	Y	65	Mar-2018
Athletic Training	51.0913	HLTH	FIU, USF-T	N	56	Mar-2018
Entrepreneurship	52.0701		USF	N	40	Mar-2018
DOCTORAL PROGRAMS						
Strategic Communication and Risk	09.0000	GAP	-	N	36	Mar-2018
Aerospace Engineering	14.0201	STEM	UF	N	30	Mar-2018
Nanotechnology	15.1601	STEM	-	N	30	Mar-2018
Social Work (DSW)	51.1503	HLTH	FAU	N	45	Mar-2018

New Programs For Consideration by University in 2018-20

These programs will be used in the 2017 Work Plan list for programs under consideration for 2018-19.

PROGRAM TITLES	CIP CODE 6-digit	AREA OF STRATEGIC EMPHASIS	OTHER UNIVERSITIES WITH SAME PROGRAM	OFFERED VIA DISTANCE LEARNING IN SYSTEM	PROJECTED ENROLLMENT <i>in 5th year</i>	PROPOSED DATE OF SUBMISSION TO UBOT
BACHELOR'S PROGRAMS						
MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS						
Cognitive Sciences	35.2501	STEM	-	N	50	Nov-2018
DOCTORAL PROGRAMS						
Biomedical Engineering	14.05.01	STEM	FAMU, FIU, FSU, UF, USF- T	N	30	July-2018
Interdisciplinary Neuroscience	26.1501	STEM	FSU	N	50	Mar-2019
Nonprofit Management	44.0401	-	FAU, FIU, FSU	N	40	Jul-2018



UNIVERSITY REVENUES

University Revenues *(in Millions of Dollars)*

EDUCATION & GENERAL	2015-16 Actual	2016-17 Estimated
Main Operations		
State Funds	\$ 288.7	\$ 326.4
Tuition	\$ 266.6	\$ 276.2
SUBTOTAL	\$ 555.4	\$ 602.6
Health-Science Center / Medical Schools		
State Funds	\$ 26.1	\$ 26.1
Tuition	\$ 14.9	\$ 15.5
SUBTOTAL	\$ 41.0	\$ 41.6
Center for Students with Unique Abilities		
State Funds	\$ 0	\$ 8.0
Tuition	\$ 0	\$ 0
TOTAL IFAS	\$ 0	\$ 8.0
EDUCATION & GENERAL TOTAL REVENUES	\$ 596.4	\$ 652.2

Note: State funds include General Revenue funds, Lottery funds, Federal Stimulus funds, and Phosphate Research funds (for Polytechnic) appropriated by the Florida Legislature (as reported in the Annual Accountability Report). Actual tuition includes base tuition and tuition differential fee revenues for resident and non-resident undergraduate and graduate students net of waivers (as reported in the Annual Accountability Report). **Tuition also includes other revenue such as application fees, late registration fees, library fines, and miscellaneous revenues.**

OTHER BUDGET ENTITIES

Auxiliary Enterprises	\$ 172.2	\$ 177.5
Contracts & Grants	\$ 114.0	\$ 121.5
Local Funds	\$ 508.6	\$ 509.4
Faculty Practice Plans	\$ 3.1	\$ 3.9

Note: Revenues do not include transfers.



UNIVERSITY TUITION, FEES AND HOUSING PROJECTIONS

<u>Undergraduate Students</u>	<u>Actual</u>			<u>Projected</u>			
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Tuition:							
Base Tuition - (0% inc. for 2016-17 to 2019-20)	\$105.07	\$105.07	\$105.07	\$105.07	\$105.07	\$105.07	\$105.07
Tuition Differential ⁵	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20
Total Base Tuition & Differential per Credit Hour	\$149.27	\$149.27	\$149.27	\$149.27	\$149.27	\$149.27	\$149.27
% Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Fees (per credit hour):							
Student Financial Aid ¹	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16
Capital Improvement ²	\$6.76	\$6.76	\$6.76	\$6.76	\$6.76	\$6.76	\$6.76
Activity & Service	\$11.67	\$11.67	\$11.67	\$11.67	\$11.67	\$11.67	\$11.67
Health	\$10.84	\$10.84	\$10.84	\$10.84	\$10.84	\$10.84	\$10.84
Athletic	\$14.32	\$14.32	\$14.32	\$14.32	\$14.32	\$14.32	\$14.32
Transportation Access	\$9.10	\$9.10	\$9.10	\$9.10	\$9.10	\$9.10	\$9.10
Technology ¹	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16
Green Fee (USF, NCF, UWF only)							
Student Life & Services Fee (UNF only)							
Marshall Center Fee (USF only)							
Student Affairs Facility Use Fee (FSU only)							
Total Fees	\$63.01	\$63.01	\$63.01	\$63.01	\$63.01	\$63.01	\$63.01
Total Tuition and Fees per Credit Hour	\$212.28	\$212.28	\$212.28	\$212.28	\$212.28	\$212.28	\$212.28
% Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Fees (block per term):							
Activity & Service							
Health							
Athletic							
Transportation Access							
Marshall Center Fee (USF only)							
Student Affairs Facility Use Fee (FSU only)							
List any new fee proposed							
Total Block Fees per term	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% Change		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Tuition for 30 Credit Hours	\$4,478.10	\$4,478.10	\$4,478.10	\$4,478.10	\$4,478.10	\$4,478.10	\$4,478.10
Total Fees for 30 Credit Hours	\$1,890.30	\$1,890.30	\$1,890.30	\$1,890.30	\$1,890.30	\$1,890.30	\$1,890.30
Total Tuition and Fees for 30 Credit Hours	\$6,368.40	\$6,368.40	\$6,368.40	\$6,368.40	\$6,368.40	\$6,368.40	\$6,368.40
\$ Change		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Out-of-State Fees							
Out-of-State Undergraduate Fee	\$511.06	\$511.06	\$511.06	\$511.06	\$511.06	\$511.06	\$511.06
Out-of-State Undergraduate Student Financial Aid ³	\$25.55	\$25.55	\$25.55	\$25.55	\$25.55	\$25.55	\$25.55
Total per credit hour	\$536.61	\$536.61	\$536.61	\$536.61	\$536.61	\$536.61	\$536.61
% Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Tuition for 30 Credit Hours	\$19,809.90	\$19,809.90	\$19,809.90	\$19,809.90	\$19,809.90	\$19,809.90	\$19,809.90
Total Fees for 30 Credit Hours	\$2,656.80	\$2,656.80	\$2,656.80	\$2,656.80	\$2,656.80	\$2,656.80	\$2,656.80
Total Tuition and Fees for 30 Credit Hours	\$22,466.70	\$22,466.70	\$22,466.70	\$22,466.70	\$22,466.70	\$22,466.70	\$22,466.70
\$ Change		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Housing/Dining⁴	\$9,300.00	\$9,554.00	\$9,554.00	\$9,554.00	\$9,554.00	\$9,554.00	\$9,554.00
\$ Change		\$254.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% Change		2.7%	0.0%	0.0%	0.0%	0.0%	0.0%



DEFINITIONS

Performance Based Funding

1. Percent of Bachelor's Graduates Enrolled or Employed (\$25,000+)

One Year After Graduation

This metric is based on the percentage of a graduating class of bachelor's degree recipients who are enrolled or employed (earning at least \$25,000) somewhere in the United States. Students who do not have valid social security numbers and are not found enrolled are excluded. This data now includes non-Florida data from 41 states and districts, including the District of Columbia and Puerto Rico. Sources: Accountability Report (Table 4O). State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP) analysis of Wage Record Interchange System (WRIS2) and Federal Employment Data Exchange (FEDES), and National Student Clearinghouse (NSC).

2. Median Wages of Bachelor's Graduates Employed Full-time

One Year After Graduation

This metric is based on annualized Unemployment Insurance (UI) wage data from the fourth fiscal quarter after graduation for bachelor's recipients. This data does not include individuals who are self-employed, employed by the military, those without a valid social security number, or making less than minimum wage. This data now includes non-Florida data from 41 states and districts, including the District of Columbia and Puerto Rico. Sources: Accountability Report (Table 4O). State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP) analysis of Wage Record Interchange System (WRIS2) and Federal Employment Data Exchange (FEDES), and National Student Clearinghouse (NSC).

3. Cost to the Student

Net Tuition & Fees
for Resident Undergraduates
per 120 Credit Hours

This metric is based on resident undergraduate student tuition and fees, books and supplies as calculated by the College Board (which serves as a proxy until a university work group makes an alternative recommendation), the average number of credit hours attempted by students who were admitted as FTIC and graduated with a bachelor's degree for programs that requires 120 credit hours, and financial aid (grants, scholarships and waivers) provided to resident undergraduate students (does not include unclassified students). Source: Accountability Report (Table 1D) – which, combines the Legislature's annual General Appropriations Act, university required fees and several files (HTD, SFA, SIF) within SUDS.

4. Six Year FTIC Graduation Rate

This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and had graduated from the same institution within six years. Source: Accountability Report (Table 4D).

5. Academic Progress Rate

2nd Year Retention
with GPA Above 2.0

This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and were enrolled full-time in their first semester and were still enrolled in the same institution during the Fall term following their first year with had a grade point average (GPA) of at least 2.0 at the end of their first year (Fall, Spring, Summer). Source: Accountability Report (Table 4B).

6. University Access Rate

Percent of Undergraduates
with a Pell-grant

This metric is based the number of undergraduates, enrolled during the fall term, who received a Pell-grant during the fall term. Unclassified students, who are not eligible for Pell-grants, were excluded from this metric. Source: Accountability Report (Table 3E).

7. Bachelor's Degrees within Programs of Strategic Emphasis

This metric is based on the number of baccalaureate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included). Source: Accountability Report (Table 4H).



8a. Graduate Degrees within Programs of Strategic Emphasis	This metric is based on the number of graduate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included). Source: Accountability Report (Table 5C).
8b. Freshmen in Top 10% of High School Class Applies to: NCF	Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class. Source: New College of Florida as reported to the Common Data Set (C10).
BOG Choice Metrics	
9a. Percent of Bachelor's Degrees Without Excess Hours	This metric is based on the percentage of baccalaureate degrees awarded within 110% of the credit hours required for a degree based on the Board of Governors Academic Program Inventory. Note: It is important to note that the statutory provisions of the "Excess Hour Surcharge" (1009.286, FS) have been modified several times by the Florida Legislature, resulting in a phased-in approach that has created three different cohorts of students with different requirements. The performance funding metric data is based on the latest statutory requirements that mandates 110% of required hours as the threshold. In accordance with statute, this metric excludes the following types of student credits (ie, accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours, and credit hours earned in military science courses that are part of the Reserve Officers' Training Corps (ROTC) program). Source: State University Database System (SUDS).
9b. Number of Faculty Awards	This metric is based on the number of awards that faculty have earned in the arts, humanities, science, engineering and health fields as reported in the annual 'Top American Research Universities' report. Twenty-three of the most prominent awards are considered, including: Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, MacArthur Foundation Fellows, National Endowment for the Humanities (NEH) Fellows, National Medal of Science and National Medal of Technology, Robert Wood Johnson Policy Fellows, Sloan Research Fellows, Woodrow Wilson Fellows, to name a few awards. Source: Center for Measuring University Performance, Annual Report of the Top American Research Universities (TARU).
9c. National Ranking for University	This metric is based on the number of Top 50 university rankings that NCF earned from the following list of publications: Princeton Review, Fiske Guide, QS World University Ranking, Times Higher Education World University Ranking, Academic Ranking of World University, US News and World Report National University, US News and World Report National Public University, US News and World Report Liberal Arts Colleges, Forbes, Kiplinger, Washington Monthly Liberal Arts Colleges, Washington Monthly National University, and Center for Measuring University Performance. Source: Board of Governors staff review.
BOT Choice Metrics	
10a. Percent of R&D Expenditures Funded from External Sources FAMU	This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources. Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).
10b. Bachelor's Degrees Awarded to Minorities FAU, FGCU, FIU	This metric is the number, or percentage, of baccalaureate degrees granted in an academic year to Non-Hispanic Black and Hispanic students. This metric does not include students classified as Non-Resident Alien or students with a missing race code. Source: State University Database System (SUDS).



10c. National Rank Higher than Predicted by the Financial Resources Ranking Based on U.S. and World News FSU

This metric is based on the difference between the Financial Resources rank and the overall University rank. U.S. News measures financial resources by using a two-year average spending per student on instruction, research, student services and related educational expenditures - spending on sports, dorms and hospitals doesn't count.
Source: US News and World Report's annual National University rankings.

10d. Percent of Undergraduate Seniors Participating in a Research Course NCF

This metric is based on the percentage of undergraduate seniors who participate in a research course during their senior year.
Source: New College of Florida.

10e. Number of Bachelor Degrees Awarded Annually UCF

This metric is the number of baccalaureate degrees granted in an academic year. Students who earned two distinct degrees in the same academic year were counted twice; students who completed multiple majors or tracks were only counted once.
Source: State University Database System (SUDS).

10f. Number of Licenses/Options Executed Annually UF

This metric is the total number of licenses and options executed annually as reported to Association of Technology Managers (AUTM). The benchmarks are based on UF's rank within AAU institutions. Source: Accountability Report (Table 6A), University of Florida.

10g. Percent of Undergraduate FTE in Online Courses UNF

This metric is based on the percentage of undergraduate full-time equivalent (FTE) students enrolled in online courses. The FTE student is a measure of instructional activity that is based on the number of credit hours that students enroll by course level. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). Source: Accountability Report (Table 3C), State University Database System (SUDS).

Number of Postdoctoral Appointees USF

This metric is based on the number of post-doctoral appointees at the beginning of the academic year. A postdoctoral researcher has recently earned a doctoral (or foreign equivalent) degree and has a temporary paid appointment to focus on specialized research/scholarship under the supervision of a senior scholar.
Source: National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).

Percentage of Adult Undergraduates Enrolled UWF

This metric is based on the percentage of undergraduates (enrolled during the fall term) who are at least 25 years old at the time of enrollment. This includes undergraduates who are not degree-seeking, or unclassified.
Source: State University Database System (SUDS).

Preeminent Research University Funding Metrics

Average GPA and SAT Score

An average weighted grade point average of 4.0 or higher and an average SAT score of 1200 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X').

Public University National Ranking

A top-50 ranking on at least two well-known and highly respected national public university rankings, reflecting national preeminence, using most recent rankings, includes: Princeton Review, Fiske Guide, QS World University Ranking, Times Higher Education World University Ranking, Academic Ranking of World University, US News and World Report National University, US News and World Report National Public University, US News and World Report Liberal Arts Colleges, Forbes, Kiplinger, Washington Monthly Liberal Arts Colleges, Washington Monthly National University, and Center for Measuring University Performance.



Freshman Retention Rate (Full-time, FTIC)	Freshman Retention Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS). The retention rates that are reported in the Board's annual Accountability report are preliminary because they are based on student enrollment in their second fall term as reported by the 28th calendar day following the first day of class. When the Board of Governors reports final retention rates to IPEDS in the Spring (usually the first week of April), that data is based on the student enrollment data as reported after the Fall semester has been completed. The preliminary and final retention rates are nearly identical when rounded to the nearest whole number.
6-year Graduation Rate (Full-time, FTIC)	Cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). Percent Graduated is based on federal rate and does <u>not</u> include students who originally enroll as part-time students, or who transfer into the institution. This metric complies with the requirements of the federal Student Right to Know Act that requires institutions to report the completion status at 150% of normal time (or six years). For more information about how this data is calculated, see: http://www.flbog.edu/about/budget/docs/performance_funding/PBF_GRADUATION_and_RETENTION_Methodology_FINAL.pdf .
National Academy Memberships	National Academy Memberships held by faculty as reported by the Center for Measuring University Performance in the Top American Research Universities (TARU) annual report or the official membership directories maintained by each national academy.
Science & Engineering Research Expenditures (\$M)	Science & Engineering Research Expenditures, including federal research expenditures as reported annually to the National Science Foundation (NSF).
Non-Medical Science & Engineering Research Expenditures (\$M)	Total S&E research expenditures in non-medical sciences as reported to the NSF. This removes medical sciences funds (9F & 12F in HERD survey) from the total S&E amount.
National Ranking in S.T.E.M. Research Expenditures	The NSF identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, Social Sciences). The rankings by discipline are determined by BOG staff using the NSF WebCaspar database.
Patents Awarded (3 calendar years)	Total patents awarded by the United States Patent and Trademark Office (USPTO) for the most recent three calendar year period. Due to a year-lag in published reports, Board of Governors staff query the USPTO database with a query that only counts utility patents: "(AN/"University Name" AND ISD/yyyymmdd->yyyymmdd AND APT/1)".
Doctoral Degrees Awarded Annually	Doctoral degrees awarded annually, as reported annually in the Board of Governors Accountability Report.
Number of Post-Doctoral Appointees	The number of Postdoctoral Appointees awarded annually, as reported in the TARU annual report. This data is based on National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).
Endowment Size (\$M)	This data comes from the National Association of College and University Business Officers (NACUBO) and Commonfund Institute's annual report of Market Value of Endowment Assets - which, due to timing, may release the next fiscal year's data after the Board of Governors Accountability report is published.



Key Performance Indicators

Teaching & Learning Metrics

Freshmen in Top 10% of HS Graduating Class	Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class. As reported by the university to the Common Data Set (C10).
Professional/Licensure Exam First-time Pass Rates	The number of exams with first-time pass rates above and below the national or state average, as reported in the annual Accountability report, including: Nursing, Law, Medicine (3 subtests), Veterinary, Pharmacy, Dental (2 subtests), Physical Therapy, and Occupational Therapy.
Average Time to Degree for FTIC in 120hr programs	This metric is the number of years between the start date (using date of most recent admission) and the end date (using the last month in the term degree was granted) for a graduating class of first-time, single-major baccalaureates in 120 credit hour programs within a (Summer, Fall, Spring) year.
FTIC Graduation Rates In 4 years (or less)	As reported in the annual Accountability report (table 4D), First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned since high school graduation. The rate is the percentage of the initial cohort that has either graduated from or is still enrolled in the <u>same</u> institution by the fourth academic year. Both full-time and part-time students are used in the calculation. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort.
Bachelor's Degrees Awarded	This is a count of baccalaureate degrees awarded as reported in the annual Accountability Report (Table 4G).
Graduate Degrees Awarded	This is a count of graduate degrees awarded as reported in the Accountability Report (Table 5B).
Bachelor's Degrees Awarded To African-American and Hispanic Students	Non-Hispanic Black and Hispanic do not include students classified as Non-Resident Alien or students with a missing race code – as reported in the Accountability Report (table 4I). Students who earn two distinct degrees in the same term are counted twice – whether their degrees are from the same six-digit CIP code or different CIP codes. Students who earn only one degree are counted once – even if they completed multiple majors or tracks. Percentage of Degrees is based on the number of baccalaureate degrees awarded to non-Hispanic Black and Hispanic students divided by the total degrees awarded - excluding those awarded to non-resident aliens and unreported.
Adult (Aged 25+) Undergraduates Enrolled Fall term	This metric is based on the age of the student at the time of enrollment (not upon entry). Age acts as a surrogate variable that captures a large, heterogeneous population of adult students who often have family and work responsibilities as well as other life circumstances that can interfere with successful completion of educational objectives.
Percent of Undergraduate FTE Enrolled in Online Courses	Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the US definition, which divides undergraduate credit hours by 30. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.).
Percent of Bachelor's Degrees in STEM & Health	The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the annual Accountability Report (Table 4H).
Percent of Graduate Degrees in STEM & Health	The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the annual Accountability Report (Table 5C).



Key Performance Indicators (continued)

Scholarship, Research & Innovation Metrics

Faculty Awards	Awards include: American Council of Learned Societies (ACLS) Fellows, Beckman Young Investigators, Burroughs Wellcome Fund Career Awards, Cottrell Scholars, Fulbright American Scholars, Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, Lasker Medical Research Awards, MacArthur Foundation Fellows, Andrew W. Mellon Foundation Distinguished Achievement Awards, National Endowment for the Humanities (NEH) Fellows, National Humanities Center Fellows, National Institutes of Health (NIH) MERIT, National Medal of Science and National Medal of Technology, NSF CAREER awards (excluding those who are also PECASE winners), Newberry Library Long-term Fellows, Pew Scholars in Biomedicine, Presidential Early Career Awards for Scientists and Engineers (PECASE), Robert Wood Johnson Policy Fellows, Searle Scholars, Sloan Research Fellows, Woodrow Wilson Fellows. As reported by the Top American Research Universities – see: http://mup.asu.edu/research_data.html .
Total Research Expenditures (\$M)	Total expenditures for all research activities (including non-science and engineering activities) as reported in the National Science Foundation annual survey of Higher Education Research and Development (HERD).
Percent of R&D Expenditures funded from External Sources	This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources. Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).
Licenses/Options Executed	Licenses/options executed in the fiscal year for all technologies as reported in the annual Accountability Report (table 6A).
Number of Start-up Companies	The number of start-up companies that were dependent upon the licensing of University technology for initiation as reported in the annual Accountability Report (table 6A).

ITEM: FF-8

**University of Central Florida
Board of Trustees**

SUBJECT: Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve a minor amendment to the University of Central Florida 2015-25 Campus Master Plan to set aside three acres of currently undeveloped land in the northeast sector of campus south of the softball field for a temporary grassed parking lot called “Temporary Grass Parking Lot and a 12-acre future Golf Range and Short Game Facility.” The amendment will modify the Urban Design map (Attachment D) and the Capital Improvements List (Attachment C).

BACKGROUND INFORMATION

The purpose of the proposed amendment is to include this parking lot in the Capital Improvements List, Urban Design, Recreation and Open Space, and Future Land Use Elements of the 2015 Campus Master Plan. The parking lot will provide overflow parking for football game days and other events. The project includes the clearing of 15 acres of undeveloped land and the compaction and delineation of a three-acre temporary Bahia grass parking lot and a 12-acre possible future golf driving range and short game facility. The current access road will be slightly extended southward 120 feet to reach the northern edge of the parking lot.

The described use of the 15 acres would be temporary, not to exceed the time when the site is needed for education and research facilities or for a period of 10 years, whichever is less. The 15 acres will temporarily be changed from academic to activity-based recreation and open space.

As more particularly outlined in the attached memorandum, the amendment would constitute a minor amendment that needs only Board of Trustees approval for adoption.

Supporting documentation: Attachment A: Memorandum from Gina Seabrook
Attachment B: Project Location
Attachment C: Capital Improvements List
Attachment D: Urban Design Map
Attachment E: Future Use Land Map
Attachment F: Recreation and Open Space Map

Prepared by: Lee Kernek, Associate Vice President for Administration and Finance
David Hansen, Executive Associate Athletics Director and Chief
Operating Officer

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

MEMORANDUM

TO: Scott Cole, Vice President and General Counsel

FROM: Gina Seabrook, Resource Management

SUBJECT: Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan Update

DATE: March 24, 2017

The University of Central Florida proposes a minor amendment to its 2015-25 Campus Master Plan Update to amend the Capital Improvements, Urban Design, Future Land Use, and Recreation and Open Space Elements in order to add a temporary grassed parking lot and a future golf driving range and short game facility in the northeast sector of campus south of the softball field. Because the location is contiguous to the existing softball parking lot, it would only require extending the existing access road by approximately 120 feet. The new, temporary parking area would consist of a three-acre Bahia grass lot with the capacity of accommodating 250 cars. The new, temporary lot would serve as needed overflow parking during game days and other events. The possible future golf driving range and short game facility would comprise an additional 12 acres.

These areas are prime gopher tortoise habitats and may have over 40 active burrows. The project will need to cover permitting costs associated with surveying and removing tortoises to an off-site mitigation area. The constructed area will need to have a 25-foot buffer for the tortoises around the constructed area, and this buffer will need to remain outside the Arboretum boundary on the west side of the proposed project. A tortoise fence would also have to be installed to prevent animals from entering the site during construction and after it has been modified. The proposed second phase of the project would also need to stay outside of the surveyed Arboretum boundary. The project will need to adhere to UCF tree replacement standards, either by replacing trees onsite or on other areas of campus as designated by Landscape and Natural Resources. Stormwater permitting requirements, depending on any surface stabilization of the proposed parking area, may be required.

The 15 acres would be temporary, not to exceed the time when the site is needed for education and research facilities, or for a period of 10 years, whichever is less. The 15 acres will temporarily be changed from academic to activity-based recreation and open space.

Please find below an analysis of the statutory thresholds and university responses that reflect the nature of the amendment request as a minor amendment. The thresholds are referenced under section 1013.30(9), F.S.

An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

- (a) Increase density or intensity of use of land on the campus by more than 10 percent;

University Response: The proposed temporary grassed parking lot and a future golf driving range and short game facility increases the Recreation and Open Space land use by 15 acres. UCF currently has 108.46 acres of activity-based, recreation, and open space. This project constitutes 15 acres of activity-based recreation and open space land use, resulting in a 7.23 percentage increase in density or intensity of land use, which does not trip the 10 percent threshold for the use of land.

- (b) Decrease the amount of natural areas, open space, or buffers on the campus by more than 10 percent:

University Response: The proposed temporary parking lot and future golf driving range and short game facility take a natural, undeveloped area and change it to a grassed, open space. As a result, this amendment will not decrease the combined, existing natural areas, open space, or buffers on campus.

- (c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

University Response: The proposed temporary grassed parking lot is a contiguous expansion of an existing lot and only extends the existing access road by approximately 120 feet. It will not generate an increase in capacity on any proposed campus development, road, or public facility by greater than 10 percent. The proposed future golf driving range and short game facility increases the activity-based recreation and open space land use by 12 acres. It will not generate an increase in capacity on any proposed campus development, road, or public facility by greater than 10 percent

In summary, the proposed land use change does not exceed the amendment threshold criteria in 1013.30 (9), F.S. and may therefore be treated as a minor amendment.

Thank you for your time and attention to this matter. If you require additional information, please contact Gina Seabrook at (407) 823-5894.

Attachment B



Attachment B



Attachment C

***Fund Types:**
PECO (Public Education Capital Outlay), C (Courtelis), P (Private),
B (Bond), CITF (Capital Improvement Trust Fund), O (Other)

Attachment D

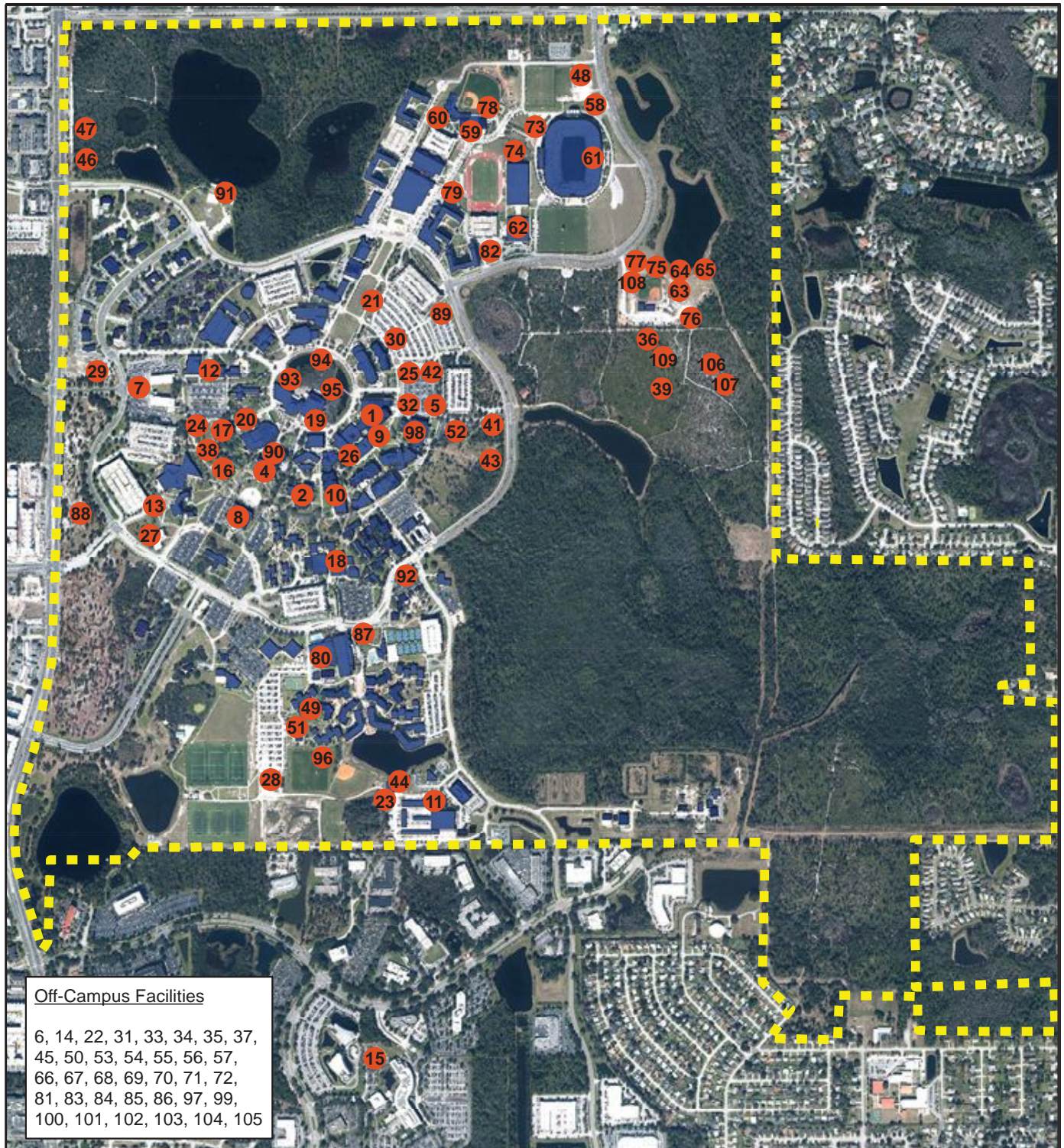


Figure 3-1

Urban Design and Capital Improvements

Comprehensive Master Plan Update
University of Central Florida
 Orlando, Florida
 2015-2025



All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev. 20170331

Legend

- 2015 Capital Improvements List Item
- Existing Buildings
- Boundary

To locate buildings on map, refer to
 Element 14: Capital Improvements List



Attachment E

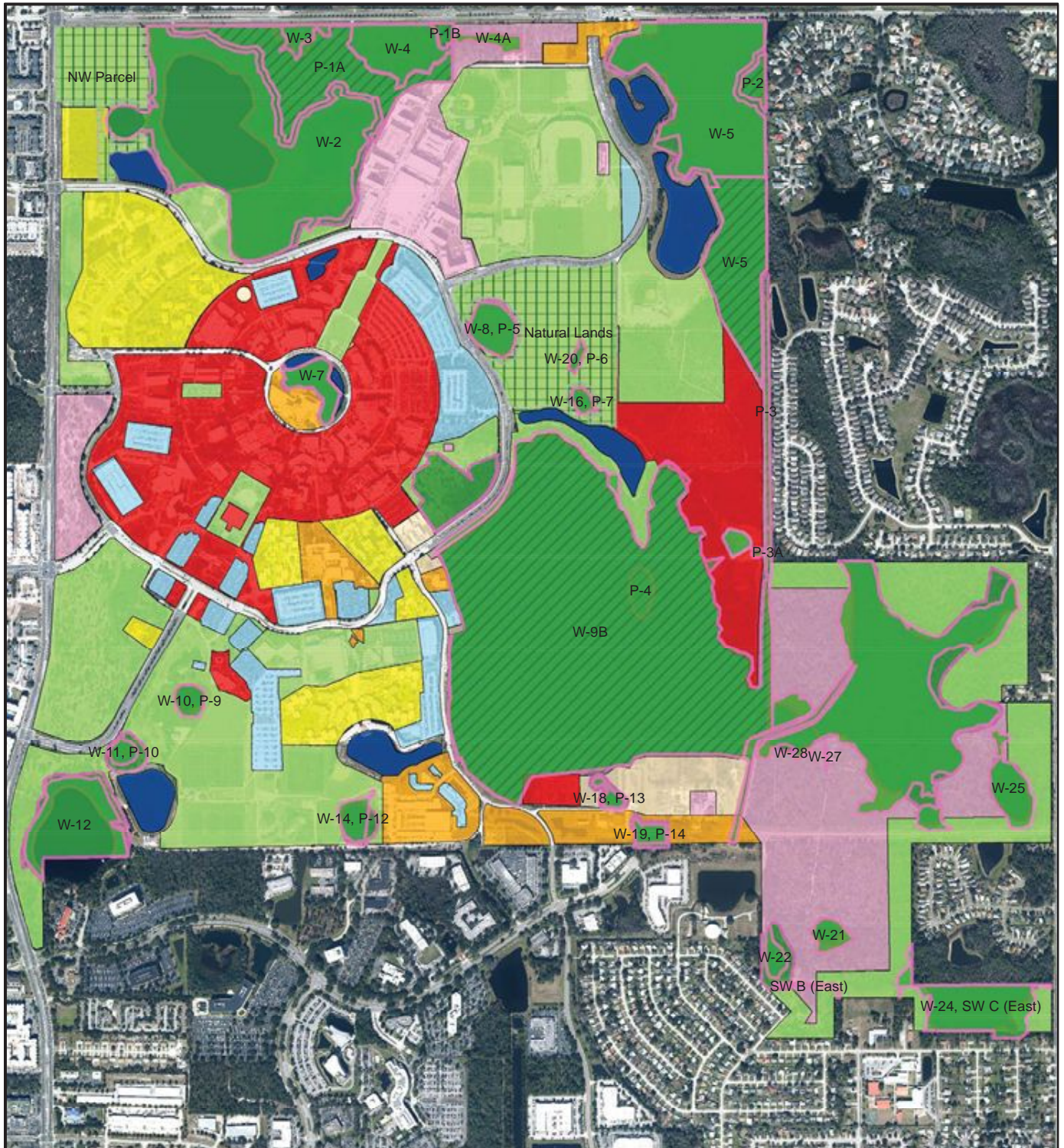


Figure 4-1

Future Land Use

Comprehensive Master Plan Update
University of Central Florida
 Orlando, Florida
 2015-2025



All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Legend

	Conservation (upland)		Academic/Research		Conservation Easements
	Conservation (Wetland)		Lakes		Residential
	Conservation Easement		Utility		Recreation/Open Space
	Parking		Conservation (wetland)		Mixed Use
	Support		Conservation (upland)		

0 1,000 2,000 4,000
 Feet

Rev 20170329

Attachment F

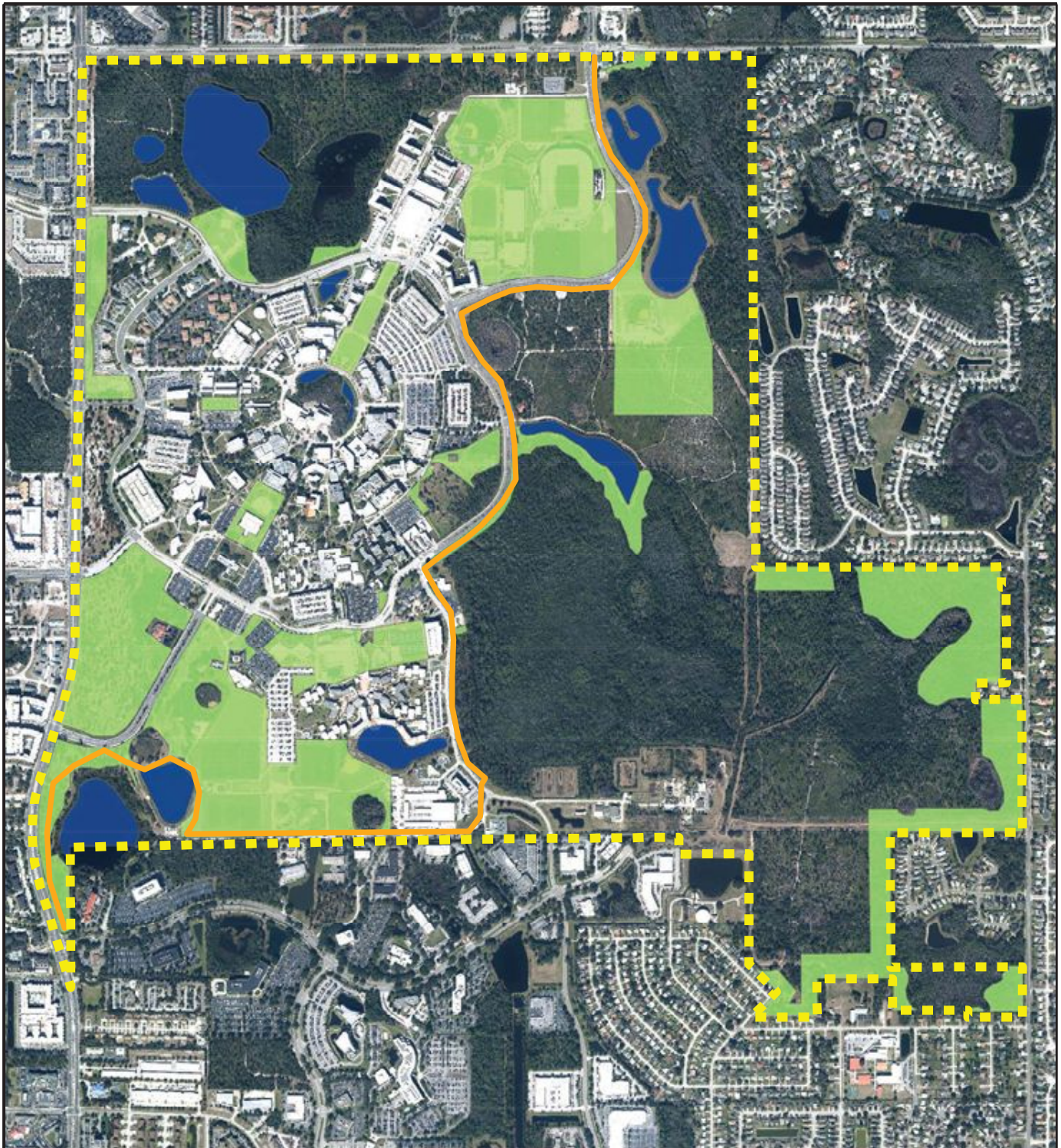


Figure 8-1

Recreation and Open Space

Comprehensive Master Plan Update
University of Central Florida
 Orlando, Florida
 2015-2025

Legend

- Boundary
- Proposed Little Econ Greenway Trail
- Recreation and Open Space
- Lakes and Ponds



All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev 20170329



ITEM: FF-9

**University of Central Florida
Board of Trustees**

SUBJECT: University Depositories

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve depositories into which university funds may be deposited, authorize the president or his designee to transfer funds between depositories, and designate university employees to sign checks for payment of university obligations.

BACKGROUND INFORMATION

Florida Statute 1011.42(1) requires that “the board of trustees of each university shall designate the depositories in which any university funds may be deposited. No bank shall be designated unless it is a qualified depository as provided by Florida Statutes.”

Florida Statute 1011.42(6) requires that “the university president or his or her designee, after having been specifically authorized by the university board of trustees, may transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.”

And Florida Statute 1011.42(7) requires that “the university board of trustees shall specifically designate and spread upon the minutes of the board the legal name and position title of any university employee authorized to sign checks to pay legal obligations of the university.”

In accordance with these statutes, the specific depositories and individuals to be approved are listed in Attachment A.

Supporting documentation: Attachment A: Depositories and Authorized Individuals
Attachment B: Florida Statute 1011.42
Attachment C: Partial List of Qualified Depositories from
State Treasury Website

Prepared by: Tracy Clark, Associate Provost for Budget, Planning, and Administration
and Associate Vice President for Finance

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

Depositories and Authorized Individuals – F. S. 1011.42

FS 1011.42(1) Approval of university depositories.

Bank of America, NA
Charlotte, NC

Valley National Bank (Acquired CNL Bank)
Passaic, NJ

Department of Financial Services
Florida Treasury

State Board of Administration

FS 1011.42(6) Approval for the university president or his designee to transfer funds from one depository to another.

FS 1011.42(7) Designation of university employees to sign checks to pay legal obligations of the university.

William F. Merck II
Vice President for Administration and Finance and CFO

Tracy Clark
Associate Provost for Budget, Planning and Administration and Associate Vice President for Finance

Christina Tant
Assistant Vice President and Controller

Joel Levenson
Associate Controller

Tera Alcala
Associate Controller

Attachment B

Florida Statute 1011.42

1011.42 University depositories; deposits into and withdrawals from depositories.—

- (1) The board of trustees of each university shall designate the depositories in which any university funds may be deposited. No bank shall be designated unless it is a qualified depository as provided by Florida Statutes.
- (2) All funds received by a university, from whatever source and for whatever purpose, shall promptly be deposited in a board of trustees approved qualified depository.
- (3) The board of trustees shall require an accurate and complete set of accounts to be maintained in the books and records for each fund on deposit in each university depository. Each account shall show the amount subject to withdrawal, the amount deposited, the amount expended, and the balance of the account.
- (4) The university may maintain a separate checking account for each fund or may utilize a single checking account for the deposit and withdrawal of moneys from all funds and segregate the various funds on the books and records only. No check or withdrawal shall be drawn in excess of the balance to the credit of the appropriate fund.
- (5) Funds awaiting clearing may be invested in investments earning interest in a qualified depository, in the State Treasury, and in the State Board of Administration. Investments of university funds shall comply with the requirements of Florida Statutes for the investment of public funds by local government. Due diligence shall be exercised to assure that the highest available amount of earnings is obtained on investments.
- (6) The university president or his or her designee, after having been specifically authorized by the university board of trustees, may transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.
- (7) The university board of trustees shall specifically designate and spread upon the minutes of the board the legal name and position title of any university employee authorized to sign checks to pay legal obligations of the university.

Attachment C

Partial List of Qualified Depositories - State Treasury Website**ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST**

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
651066544	APOLLO BANK	MIAMI, FL
580570960	ATLANTIC COAST BANK	JACKSONVILLE, FL
591008568	AXIOM BANK	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
522126008	BANCO POPULAR NORTH AMERICA	NEW YORK, NY
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
710130170	BANK OF THE OZARKS 12/31/2016	LITTLE ROCK, AR
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
561074313	BRANCH BANKING AND TRUST COMPANY	WINSTON-SALEM, NC
590153930	BRANNEN BANK	INVERNESS, FL
591479450	BRICKELL BANK	MIAMI, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	BIRMINGHAM, AL
800623883	CAPITAL BANK CORPORATION	RALEIGH, NC
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
582455444	CBC NATIONAL BANK	FERNANDINA BEACH, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK OF FLORIDA, N.A.	WINTER HAVEN, FL
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
582657053	CHARTERBANK	WEST POINT, GA
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
590828474	CITIZENS STATE BANK	PERRY, FL

FEIN	INSTITUTION	HOME OFFICE LOCATION
590199400	COCONUT GROVE BANK	MIAMI, FL
590201970	COLUMBIA BANK	LAKE CITY, FL
593472696	COMMUNITY BANK & TRUST OF FLORIDA	OCALA, FL
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
580 66330	SUNTRUST BANK	ATLANTA, GA
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
591498440	TOTALBANK	MIAMI, FL
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH
630838750	UNITED BANK	ATMORE, AL
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
205689929	USAMERIBANK	CLEARWATER, FL
221186387	VALLEY NATIONAL BANK*	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD

Updated April 11, 2017

*Acquired CNL Bank

Bolded institutions are utilized by the university

ITEM: FF-10

**University of Central Florida
Board of Trustees**

SUBJECT: Proposed Building Name Changes

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the name changes to two buildings on the main UCF campus.

BACKGROUND INFORMATION

The Division of Student Development and Enrollment Services is requesting Board of Trustees approval for two permanent name changes.

- Building 401, currently known as “Theta Chi,” is requested to be changed to “Alpha Epsilon Phi.” The fraternity Theta Chi has moved out of the Greek house, and the sorority Alpha Epsilon Phi moved into the house.
- Building 28, currently known as “Early Childhood Center,” is requested to be changed to “Creative School 2.” Early Childhood Center has moved out of this facility and was reassigned to the Creative School for Children.

Supporting documentation: None

Prepared by: Maribeth Ehasz, Vice President for Student Development and Enrollment Services
Sharon Ekern, Associate Vice President for Administration and Student Life

Submitted by: William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer

ITEM: FF-11

**University of Central Florida
Board of Trustees**

SUBJECT: Acquisition of Property for Partnership IV, Part II

DATE: May 18, 2017

PROPOSED BOARD ACTION

Approve the Purchase and Sale Agreements and acquisition of the property located at 12000 Research Parkway for the Partnership IV, Part II, to further enhance the government modeling and simulation technology expansion. The acquisition of the property will be subject to satisfactory due diligence investigation and approval by the governor's cabinet.

BACKGROUND INFORMATION

The University of Central Florida received an appropriation from a previous legislative session to expand UCF's partnership with the military. Under the proposed transaction, UCF would serve as the acquiring agency to facilitate the acquisition of the property from Banyan Street/Gap Resource Square Two Owner, LLC in the name of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The property would be for the use and benefit of UCF. The total purchase price is estimated to be \$19.10 million, subject to an appraisal.

The Purchase and Sale Agreement will require approval from the State of Florida. There will be a subsequent 90-day due-diligence period for investigation of the property.

Supporting documentation: Attachment A: Purchase and Sale Agreement

Prepared by: Jennifer Cerasa, Associate General Counsel

Submitted by: William F. Merck II, Vice President for Administration and Finance
and Chief Financial Officer

Attachment A

PURCHASE AND SALE AGREEMENT

Between

BANYAN STREET / GAP RESOURCE SQUARE TWO OWNER, LLC

as Seller,

and

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA,**

as Trustees,

and

**UNIVERSITY OF CENTRAL FLORIDA,
A PUBLIC UNIVERSITY, ON BEHALF OF ITS BOARD OF TRUSTEES**

as Acquiring Agency

March ____, 2017

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "*Agreement*") is made and entered into as of the Effective Date specified below, by and between Banyan Street/Gap Resource Square Two Owner, LLC, a Delaware limited liability company ("*Seller*"), and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("*Trustees*") for the use and benefit of the UNIVERSITY OF CENTRAL FLORIDA, a public university, on behalf of its Board of Trustees ("*Acquiring Agency*"). Trustees and Acquiring Agency are referred to jointly as "*Purchaser*". Trustees agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("*DSL*").

Recitals

This Agreement is made with respect to the following facts:

A. Seller owns the following described property (the "*Property*"):

(1) The fee simple interest in that certain real property located in the City of Orlando, Orange County, Florida, being an approximate 10.313 acre parcel as described in Schedule 1 to this Agreement (the "*Land*"), together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Land or the Improvements (as hereinafter defined);

(2) All improvements located on the Land, including that certain 123,391 rentable square foot, more or less, office building and all fixtures therein (such improvements and fixtures owned by Seller are hereinafter collectively referred to as the "*Improvements*"), excluding, however, any such improvements or fixtures which are owned by the tenants under the Leases, as defined below, in accordance with the provisions thereof or the property manager. The Land and the Improvements are located at 12000 Research Parkway, Orlando, Florida (the "*Building*"), and are hereinafter collectively referred to as the ("*Real Property*");

(3) All occupancy agreements affecting the Real Property, including all rent, income and proceeds therefrom and security and other deposits made thereunder, and all amendments or modifications thereto and guaranties thereof, which leases, amendments, modifications and guaranties are described on Schedule 2 attached hereto (the "*Leases*");

(4) All right, title and interest of Seller in and to all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Real Property, to the extent the same may be lawfully assigned to Purchaser (the "*Permits*");

(5) All right, title and interest of Seller in and to all site plans, surveys, plats, plans, soil and substratus studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans and

studies of any kind if existing and in Seller's possession, to the extent that they relate to the Real Property and are assignable (the "*Plans*"); and

(6) Any and all rights, privileges and appurtenances owned by Seller and in any way related to, or used in connection with, the operation of the Real Property, the Leases, Warranties, Permits and Plans (collectively, the "*Intangible Property*").

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller the Property on the terms and conditions hereinafter set forth.

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property. Pursuant to the provisions of section 253.025, Florida Statutes, no agreement to acquire an interest in real property for purposes of chapter 253, Florida Statutes, with a purchase price of greater than \$100,000, may bind the state until the agreement has been submitted to and approved by the Trustees. As a result, this Agreement becomes legally binding on Trustees only upon approval of this Agreement at a scheduled meeting of the Governor and Cabinet sitting as the Trustees. In addition, the Acquiring Agency must obtain approval of its Board of Trustees. As a result, this Agreement becomes legally binding on Acquiring Agency only upon its approval of the Agreement. Acquiring Agency hereby covenants and agrees with Seller that Acquiring Agency shall use good faith efforts to cause this Agreement to be (i) promptly approved by its Board of Trustees and (ii) to be on the agenda of the May 23, 2017 scheduled meeting of the Governor and Cabinet sitting as the Trustees for approval. Acquiring Agency hereby further covenants and agrees to promptly update the Seller the status of the foregoing approvals and the results of any such meeting of the Governor and Cabinet sitting as the Trustees on which this Agreement is for consideration to be approved. Notwithstanding anything to the contrary herein, in the event that the Effective Date has not occurred on or before June 30, 2017, then the Seller shall have the right, upon written notice to Trustees and Acquiring Agency, to rescind the Seller's signature page to this Agreement and cancel this Agreement. Upon the providing of such notice from Seller to Trustees and Acquiring Agency pursuant to the immediately preceding sentence, this Agreement shall automatically be deemed to be void *ab initio*.

2. **Purchase Price.** The purchase price for the Property (the "*Purchase Price*") will be Nineteen Million One Hundred Thousand and No/100ths U.S. Dollars (\$19,100,000.00) subject to any adjustments, credits or prorations provided herein, and payable as follows:

2.1. **Deposit.** One Hundred Thousand and No/100ths U.S. Dollars (U.S. \$100,000.00) (which amount, together with all interest earned thereon, is hereinafter called the "*Initial Deposit*"), will be paid by Acquiring Agency to Philip L. Logas, P.A., as escrow agent ("*Title Company*") by wire transfer of immediately available funds within two (2) business days following the Effective Date. No later than the expiration of the Inspection Period (as defined

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below), if Purchaser has not previously terminated this Agreement prior to the expiration of the Inspection Period pursuant to Section 3.5, then Acquiring Agency will make an additional deposit to Title Company in the amount of Five Hundred Thousand and No/100ths U.S. Dollars (U.S. \$500,000.00) (the "*Additional Deposit*"). The Initial Deposit and the Additional Deposit are referred to herein collectively as the "*Deposit*". Title Company will place the Deposit in an interest-bearing account.

2.2. Status of Deposit. If Purchaser has not previously terminated this Agreement prior to the expiration of the Inspection Period pursuant to Section 3.5 below, then Acquiring Agency shall pay the Additional Deposit at any time prior to the termination of the Inspection Period, at which time both the Initial Deposit and the Additional Deposit shall become non-refundable except in the event of a default by Seller, the failure to satisfy a Closing Condition, as hereinafter defined or the inability of Seller to render marketable title as set forth in Sections 4.1 and 4.2. Both the Initial Deposit and the Additional Deposit will be applied to the Purchase Price at Closing.

2.3. Cash at Closing. Upon Closing of the transaction contemplated by this Agreement ("*Closing*"), Acquiring Agency shall deliver into escrow with Title Company, by wire transfer of immediately available funds, the balance of the Purchase Price, subject to the adjustments and prorations provided for herein. Seller hereby authorizes Acquiring Agency to issue payment for the Purchase Price directly to Title Company who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the Title Company to pay Seller's expenses of sale and real estate taxes at Closing to the extent expressly required to be paid for by Seller pursuant to this Agreement.

2.4. Approved Value Contingency. This Agreement is contingent upon approval of the Purchase Price by Purchaser and upon confirmation that the Purchase Price is not in excess of the maximum value of the Property as determined in accordance with section 253.025, Florida Statutes ("*DSL Approved Value*"). The determination of DSL Approved Value can only be made after the completion and DSL's approval of the survey required in paragraph 3.1.1.

Acquiring Agency agrees that the Trustees shall take fee simple title to all of the Property at the Closing notwithstanding that Acquiring Agency is required to pay all of the Purchase Price. Seller shall convey its entire interest in the Property to the Trustees at Closing in accordance with the provisions of this Agreement. The Purchase Price is the sole responsibility of the Acquiring Agency and the Trustees shall have no obligation under this Agreement to provide any portion of the Purchase Price, and Seller shall have no recourse whatsoever, at law or equity, against the Trustees or the Property relating to the Purchase Price.

3. Purchaser's Investigations.

3.1. Seller's Deliveries. Within ten (10) days after the Effective Date (except as expressly provided to the contrary below), Seller will deliver or cause to be delivered to Purchaser

the following (together with any information subsequently delivered by Seller to Purchaser, the "*Property Information*"):

3.1.1. Survey. A copy of the most recent survey of the Real Property in the possession or control of Seller (the "*Survey*"), if any. In addition, Purchaser shall have the right to obtain, at Acquiring Agency's sole cost and expense, either an update to the Survey or a new ALTA/ACSM Land Title Survey in form and content satisfactory to Purchaser.

3.1.2. Copies. Copies of the following: the Leases; all written Permits, if any; the Plans, if any; property tax bills for the current year and the previous (2) years; and Seller's most recent Phase I environmental report and soils report, if any.

3.2 Title Insurance Commitment. Within twenty (20) days after the Effective Date of this Agreement, Purchaser shall obtain, at Acquiring Agency's sole cost and expense, a current title insurance commitment issued by the Title Company as agent for Fidelity National Title Insurance Company ("*Title Underwriter*"), including legible copies of all recorded exceptions to title referred to therein (collectively, the "*Title Commitment*"). Purchaser will review the Title Commitment as part of its investigations hereunder and will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. In addition, Purchaser shall have until sixty (60) days after the Effective Date of this Agreement (the "*Title Review Period*") to review the Title Commitment and the Survey. If the Title Commitment shall reflect any exception to which Purchaser delivers written objection on or before expiration of the Title Review Period, Seller shall, at its sole option, notify Purchaser, within five (5) business days of Purchaser's notice of objections, that it elects to either (x) attempt to cure the objectionable item(s), in which case Seller shall have until the Closing Date to make such cure, or (y) not to attempt to cure such objectionable items. Seller will be deemed to have elected option (y) above if Seller does not provide a notice within such five (5) business day period. If Seller elects (or is deemed to have elected) either option (y) above, or option (x) above but is not able to make such cure, then, notwithstanding anything to the contrary in this Agreement, Purchaser may at its option terminate this Agreement in accordance with paragraph 3.5 below and receive a refund of the Deposit, whereupon the parties will be relieved from all obligations hereunder except for those obligations which expressly by the terms hereof survive termination of this Agreement (the "*Surviving Obligations*") or to waive its objections to title and proceed in accordance with this Agreement. Subject to paragraph 4.2, and if Purchaser does not terminate this Agreement pursuant to paragraph 3.5 hereof, then the "*Permitted Exceptions*" hereunder shall be any encumbrance or exception arising from the acts or omissions of Purchaser and the exceptions to title disclosed in the Title Commitment that the Title Company has not agreed to insure over or remove during the Inspection Period, or thereafter, and matters disclosed in the Survey or any update thereof or new survey obtained by Purchaser, excluding (a) any delinquent taxes or assessments, (b) any voluntary monetary liens granted by Seller and (c) any other monetary liens or encumbrances arising by act or omission of Seller (excluding item set forth in immediately preceding clause (b)), which in aggregate do not exceed \$100,000. Seller will reasonably cooperate to allow or cause the Title Company to delete the standard printed exceptions of such title policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession (other than tenants in possession pursuant to their respective Leases), (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanic's liens (collectively the "standard exceptions") that may be deleted

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or modified from the owner's title insurance policy to be issued to Trustees at the Closing. Seller will execute such certificates, affidavits or other instruments as the Title Company may reasonably require to issue the Title Policy (defined below), including, if required, any affidavit that states that no changes have been made to the Property since the date of the Survey.

3.3 Environmental Site Assessment. Purchaser, at Acquiring Agency's sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL or Acquiring Agency to determine the existence or extent of Hazardous Materials on the Property, Purchaser, at its sole option may elect to extend the Inspection Period, hereinafter defined, by no more than thirty (30) additional days to conduct such procedures at the Acquiring Agency's sole cost and expense. If the environmental site assessment provided for in paragraph 3.3 confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option at any time prior to the expiration of the Inspection Period, may elect to terminate this Agreement, receive a full return of the Deposit, and neither party shall have any further obligations under this Agreement except for the Surviving Obligations.

3.4 Inspection Period. Purchaser will have until 5:00 p.m., Eastern Time, on the date that is ninety (90) days after the Effective Date (the "*Inspection Period*") to investigate the Property and all matters relevant to its acquisition, ownership and operation. Such right of investigation will include, without limitation, the right to have made, at Acquiring Agency's expense, any non-invasive studies or inspections of the Property that Purchaser may deem necessary or appropriate. Seller shall have the right to have a representative present for all such inspections and agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense or liability to Seller. Purchaser shall conduct all such inspections at its own risk and in a reasonable manner consistent with and not likely to disturb the normal operations of the Property and so as to minimize disruption to the tenants or subtenants of the Property. Promptly after undertaking any testing or inspection, Purchaser shall restore the Property to substantially its condition prior to any such test or inspection. The immediately preceding sentence shall survive termination of this Agreement.

3.5 Termination. If, on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property for any reason whatsoever in Purchaser's sole discretion, or for no reason, and states in such notice Purchaser's election to terminate this Agreement, then the Initial Deposit shall be returned to Acquiring Agency, this Agreement shall terminate and Purchaser and Seller shall be relieved from any further liability hereunder, except for the Surviving Obligations. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms, and the Deposit shall become nonrefundable, upon satisfaction of the Closing Conditions as hereinafter defined.

3.6 Indemnity. To the extent expressly permitted in Florida Statutes 768.28, Acquiring Agency agrees to indemnify and hold Seller harmless from any claim, demand, liability, lien, cost or expense asserted against Seller or the Property arising out of or resulting from Purchaser's or its employees', agents', representatives' or contractors' investigations of the

Property prior to Closing, to pay Seller all reasonable costs and expenses, including reasonable attorneys' fees, incurred in defending any such matter, and to repair any damages resulting to the Property due to such investigations or, if requested by Seller, reimburse Seller for all direct expenses incurred by Seller in repairing such damages if Acquiring Agency does not promptly repair such damages. Notwithstanding any other terms and provisions of this Agreement to the contrary, this indemnification, repair and reimbursement obligation of Acquiring Agency will survive any termination of this Agreement. Acquiring Agency agrees that it will cause any unrelated third parties entering the Property hereunder to be covered by not less than \$2,000,000 commercial general liability insurance, and naming Seller as an additional insured, issued by a licensed insurance company qualified to do business in the State of Florida. Evidence of such insurance, in a form that is reasonably acceptable to Seller, shall be provided by the Acquiring Agency to Seller prior to any such agents or third parties entering the Property.

3.7 Return of Property Information. If this Agreement is terminated for any reason, Purchaser shall promptly (and in any event within ten (10) days thereafter) deliver to Seller all Property Information and other documents delivered to Purchaser (its agents, representatives or designees) by Seller or Seller's agents, representatives or employees pursuant to this Agreement, together with originals of all engineering reports, environmental studies, sales reports, appraisals and other studies and reports obtained by Purchaser with respect to the Property. Purchaser shall confirm in writing that it has returned all documents as required herein. Purchaser shall not be liable to Seller for the accuracy or inaccuracy of any such studies or reports obtained by Purchaser or for any effect that any information contained in such studies or reports has or could have on the value of the Property. Notwithstanding the foregoing, Purchaser may retain copies of all documents to satisfy record retention requirements as required by Florida law.

3.8 Tenant Estoppels. Seller shall be responsible for using commercially reasonable efforts to secure and deliver to Purchaser, prior to the end of the Inspection Period, completed estoppel certificates from Tenant under the Leases substantially in the form of Exhibit A hereto (the "Estoppels").

4. Title.

4.1. Issuance of Title Policy. At Closing, Acquiring Agency will cause the Title Company to issue, or unconditionally commit to issue, to Trustees its fee simple policy of title insurance insuring in the amount of the Purchase Price that Seller's interest in the Land is now vested in Trustees, subject only to the Permitted Exceptions (the "Title Policy"). Acquiring Agency will be solely responsible for satisfying any requirements that Title Company may impose specifically with respect to Purchaser, with any necessary cooperation from Seller, such as, for example, requirements with respect to Purchaser's organizational status or authority to complete the transaction.

4.2. Subsequent Title Defects. If, subsequent to the expiration of the Inspection Period and prior to Closing, Purchaser notifies Seller of the existence of any encumbrance, encroachment, defect in or other matter materially and adversely affecting title to the Property, which was not reflected on either (i) the Title Commitment, issued or updated prior to the expiration of the Inspection Period, or (ii) the Survey (or any update thereto obtained by Purchaser

or new survey obtained by Purchaser prior to the expiration of the Inspection Period), which subsequently discovered defect is unacceptable to Purchaser in Purchaser's reasonable discretion, other than any encumbrance or exception arising from the acts or omissions of Purchaser or such items which Seller is obligated to remove under this Agreement prior to Closing pursuant to paragraph 3.2 (a "*Subsequent Defect*"), Seller may use such efforts as it may, in its sole judgment, deem appropriate to remove or cure such Subsequent Defect of title prior to Closing. Seller will have no obligation, however, to cure any Subsequent Defect unless caused by or arising by, through or under Seller. If Seller does not or is unable to so remove or cure all Subsequent Defects prior to Closing, Purchaser may (i) waive all such uncured Subsequent Defects and accept such title as Seller is able to convey as of Closing without any adjustment of the Purchase Price; or (ii) terminate this Agreement, whereupon Title Company will return the Deposit to Acquiring Agency, and all parties will be relieved of any further obligations hereunder, except for the Surviving Obligations.

5. **Seller's Representations and Warranties.**

5.1. **Representations and Warranties.** As a material inducement to Purchaser entering into this Agreement, Seller represents, warrants and covenants to Purchaser that the following matters are true as of the Effective Date and will be true as of the Closing Date:

5.1.1. **Authority.** Seller is a limited liability company duly organized and existing and in good standing under the laws of the State of Delaware and is authorized to conduct business in the State of Florida. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite corporate action has been taken (or will be taken prior to Closing) by Seller in connection with the entering into this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

5.1.2. **No Options.** Except as reflected in the Permitted Exceptions, Seller has not granted to any party other than Purchaser any option, right of first refusal, contract or other agreement with respect to a purchase, transfer, sale or assignment of the Property or any part thereof.

5.1.3. **Consents; Binding Obligations; Violations.** All consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.

5.1.4. **Leases.** The Leases are in full force and effect, have not been amended, modified or supplemented except as disclosed to Purchaser (or as permitted pursuant to Section 8.1 of this Agreement) or as reflected in the Estoppels, and there are no existing defaults

by either party thereto and there are no facts or circumstances existing which, with the giving of notice or the passage of time, or both, would constitute a default by either party thereto. The Leases do not contain a provision for an option to purchase or right of first refusal.

5.1.5. INTENTIONALLY DELETED.

5.1.6. Parties in Possession. Except for any parties in possession pursuant to, and any rights of possession granted under the Leases or the Permitted Exceptions, there are no parties in possession of any part of the Land, and there are no other rights of possession which have been granted by Seller to any third party or parties.

5.1.7. Defaults. To the extent of Seller's actual knowledge, Seller is not in material default under any of the Permitted Exceptions.

5.1.8. Condemnation. Seller has no actual knowledge of any pending or threatened condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the Property.

5.1.9. Environmental Matters. To the extent of Seller's actual knowledge (i) there are no Hazardous Materials present on or under the Real Property in any quantity or manner that violates any Environmental Law now in effect; and (ii) there are no underground fuel storage tanks at the Real Property.

- 5.1.9.1. Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.
- 5.1.9.2. To the best of Seller's actual knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.
- 5.1.9.3. To the best of Seller's actual knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.
- 5.1.9.4. Seller, and to the best of Seller's actual knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

- 5.1.9.5. No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.
- 5.1.9.6. Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5.1.10. Violations. To the extent of Seller's actual knowledge, there is no existing material violation of any law, code, ordinance, rule or regulation of any governmental authority having jurisdiction over the Real Property, or any insurance policy covering the Real Property, with respect to the Real Property or its operation.

5.1.11. Special Assessments. To the extent of Seller's actual knowledge, the Real Property is not situated within any special assessment district other than the districts revealed by the most recent statement for real property taxes for the Real Property.

5.1.12. Litigation. Seller has no actual knowledge of any pending or threatened judicial, municipal or administrative proceedings affecting the Property. To Seller's actual knowledge, there is no pending or threatened litigation or dispute involving or concerning the Property.

5.1.13. Liens. Seller has no actual knowledge of any mechanics' liens, claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the Closing or paid by Seller with funds to be escrowed from the Closing proceeds.

5.1.14. Certification Regarding Terrorism. Seller hereby certifies that to the best of Seller's actual knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

5.2. Effective Date, Survival. All of the representations and warranties made by Seller in this paragraph 5 are made as of the Effective Date. At Closing, Seller shall deliver to Purchaser a certificate pursuant to which Seller shall reaffirm in all material respects the representations and warranties made by Seller in paragraph 5.1 as of the date of Closing. All of such representations shall survive Closing for a period of twenty four (24) months following Closing. Notwithstanding anything to the contrary herein, in the event that Purchaser has knowledge of any representation or warranty being inaccurate, untrue or incorrect as of the Closing

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Date and still proceeds with Closing, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge.

6. **Acquiring Agency's Representations and Warranties.**

6.1. **Representations and Warranties.** Acquiring Agency represents and warrants to Seller as follows:

6.1.1. **Authority.** Acquiring Agency is a public university duly organized and existing under the laws of the State of Florida. Pursuant to section 1001.706(7)(a), Florida Statutes, title to the Property shall vest in the Trustees. Subject to approval by the Trustees as described in paragraph 1, Purchaser has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

6.1.2. **Consents; Binding Obligations; Violations.** After approval set forth in paragraph 1, this Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms. Neither the execution of this Agreement will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Purchaser is subject or by which Purchaser is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser is a party or otherwise bound.

6.2. **Effective Date; Survival.** All of the representations and warranties made by Purchaser in this paragraph 6 are made as of the Effective Date. At Closing, Purchaser shall deliver to Seller a certificate pursuant to which Purchaser shall reaffirm the representations and warranties made by Purchaser in paragraph 6.1 as of the date of Closing. All of such representations shall survive Closing for a period of twenty four (24) months following Closing.

7. **"As Is" Purchase.**

7.1. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5 ABOVE, AND IN SELLER'S SPECIAL WARRANTY DEED TO PURCHASER AT CLOSING OR AS EXPRESSLY PROVIDED IN THIS AGREEMENT (COLLECTIVELY THE "**EXPRESS WARRANTIES**"), SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO OR CONCERNING (I) THE NATURE, QUALITY, AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY THEREOF, (II) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR THE HABITABILITY, MERCHANTABILITY OR FITNESS THEREOF FOR A PARTICULAR PURPOSE; (III) THE MANNER OF CONSTRUCTION AND CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS THEREON; EXCEPT FOR THE EXPRESS WARRANTIES, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND ANY REGULATIONS ADOPTED

PURSUANT THERETO OR THE COMPLIANCE OF THE PROPERTY WITH ANY SUCH LAWS. EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS PRESENT AS IS, WHERE IS, WITH ALL FAULTS CONDITION.

7.2. Acknowledgements. PURCHASER ACKNOWLEDGES AND AGREES THAT (i) PURCHASER IS REPRESENTED BY COUNSEL IN THIS TRANSACTION, (ii) PRIOR TO THE CLOSING PURCHASER WILL HAVE INSPECTED THE PROPERTY TO PURCHASER'S SATISFACTION, AND (iii) PURCHASER AND/OR ITS CONSULTANTS ARE QUALIFIED TO MAKE SUCH INSPECTION. EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER: (1) ACKNOWLEDGES THAT IT IS FULLY RELYING ON ITS OWN INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE BY SELLER OR ANY OF SELLER'S REPRESENTATIVES; (2) ACKNOWLEDGES THAT IT HAS THOROUGHLY INSPECTED THE PROPERTY TO THE EXTENT DEEMED NECESSARY IN ORDER TO EVALUATE THE CONDITION THEREOF, AND IS RELYING SOLELY UPON SUCH INSPECTION; AND (3) ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THIS AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS.

7.3. Reliance. Except for the Express Warranties, Purchaser is not relying on any representation or promise made by Seller at any time and Purchaser hereby disclaims reliance on representations by Seller or any one acting on behalf of Seller and surrenders any right to sue based on any representations of the Seller not contained in this Agreement.

7.4. Survival. The provisions of this paragraph 7 will survive Closing or any termination of this Agreement.

8. Covenants of Seller. Seller hereby covenants with Purchaser as follows:

8.1. Leases. Following the Effective Date, Seller will not execute or commit to enter into any modification, amendment or termination of any of the Leases without Purchaser's prior written approval. If Seller desires to enter into any modification or amendment to the Leases, Seller will deliver written notice to Purchaser requesting Purchaser's approval thereof and providing therewith the most current draft of the proposed modification or amendment. Seller also agrees to provide any other information in Seller's possession concerning the Leases which Purchaser reasonably requests. Seller shall perform all obligations required to be performed by it under the Leases in a timely manner. Seller shall promptly deliver to Purchaser any notice sent to or received after the Effective Date pursuant to the Leases.

8.2. New Agreements. Following the Effective Date, Seller will not enter into any new agreements which would affect the use, operation or enjoyment of the Property after Closing, without Purchaser's prior written consent.

8.3. Operation of Property Until Closing. Prior to Closing, Seller will operate and manage the Property in a normal businesslike manner, maintaining present services, and will

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perform when due all of its obligations under the Leases and the Permitted Exceptions in all material respects.

8.4. INTENTIONALLY DELETED

8.5. INTENTIONALLY DELETED

8.6. No Further Encumbrances. Prior to the Closing, Seller will not grant any new deed of trust, mortgage, lien, security interest or other encumbrance encumbering the Property or Seller's interest therein.

8.7. Miscellaneous Covenants. After the date of this Agreement and prior to Closing, Seller agrees: (i) to pay, prior to delinquency, all real property and personal property taxes which become due and payable with respect to the Property; (ii) to make no change in the zoning classification of the Real Property; and (iii) to cause to be maintained all property and liability insurance historically carried in connection with the Property.

9. Conditions Precedent. Unless waived by the party entitled to the benefit thereof, the obligations of either party to close under this Agreement are subject to satisfaction of the conditions that all representations and warranties of the other party contained in this Agreement are true and correct in all material respects as of Closing and that the other party has performed all material covenants, agreements and obligations required to be performed by it under this Agreement.

10. Closing Condition. The obligations of either party to close under this Agreement are additionally subject to all necessary approvals by the Board of Governors, Board of Trustees, or the State of Florida Governor and Cabinet approval as may be necessary for Closing by Purchaser (the "Closing Condition").

11. Closing. Purchaser and Seller agree that the purchase of the Property will be consummated as follows:

11.1 Closing Date. Closing will occur on the date that is thirty (30) days following the expiration of the Inspection Period, unless extended by the express terms of this Agreement, or such earlier date as may be mutually agreed to by the parties (the "Closing Date").

11.2 Closing Documents. Seller and Purchaser will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

11.2.1 Special Warranty Deed. A Special Warranty Deed, in the form attached hereto as Exhibit B, conveying to Trustees all of Seller's right, title and interest in and to the Real Property, subject only to the Leases and the Permitted Exceptions.

11.2.2 Assignment of the Leases. A document, in form reasonably acceptable to Purchaser and Seller, assigning Seller's interest in the Leases to Purchaser. Seller will agree to indemnify, protect, defend and hold Purchaser harmless from and against any and all

claims, damages, losses, liabilities, costs and/or expenses, including reasonable attorneys' fees, asserted against or suffered or incurred by Purchaser as a result of or in connection with any liabilities or obligations arising under the Leases prior to Closing.

11.2.3 General Assignment. A general assignment, in the form attached hereto as Exhibit E, pursuant to which Seller will assign to Trustees all of Seller's right, title and interest in and to the Permits, the Warranties, the Plans and the Intangible Property.

11.2.4 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

11.2.5 Non-Foreign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Code.

11.2.6 State Specific Documents. Any disclosures, reports, instruments or other documents required by the Title Company or the laws of the State of Florida in order to consummate the sale of the Property. Specifically, no later than ten (10) days after the Effective Date, Seller shall deliver to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes.

11.2.7 Settlement Sheets and Funds. A settlement statement reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement including, without limitation, paragraph 12 below, together with any amounts, in immediately available funds, required to be paid by either party thereunder (the "*Settlement Statement*").

11.2.8 Updated Certificates. Seller will deliver to Purchaser a duly executed certificate as contemplated by paragraph 5.2 hereof. Seller's certificate will contain an update to the Rent Roll indicating any matters thereon that have changed from the date of the Rent Roll to the Closing Date. Purchaser will deliver to Seller a duly executed certificate as contemplated by paragraph 6.2 hereof.

11.3 Further Documents. Seller and Purchaser will execute and deliver such other documents and will take such other action at Closing as may be necessary or appropriate to carry out their respective obligations under this Agreement, without further representations or warranties other than those contained herein.

11.4 Possession, Additional Deliveries. On the Closing Date, Seller will deliver to Purchaser, any keys to the Improvements, Contracts, Permits and Warranties and the Plans to the extent in Seller's possession.

12. Adjustments and Prorations. The following adjustments and prorations will be made at Closing and reflected, where appropriate, on the Settlement Statement:

12.1. Intentionally Deleted

12.2. Leases. To the extent applicable, rents payable under the Leases for the month of Closing will be prorated between Seller and Acquiring Agency through the Closing Date. Seller will pay or receive the benefit of all such amounts due under the Leases and attributable to any period on or prior to the Closing Date, including, without limitation, the right to pursue any tenants who are delinquent in the payment of rents due under its Lease for the time period on or prior to the Closing Date. Acquiring Agency shall pay or receive the benefits of all amounts due under the Leases and attributable to any period after the Closing Date. Simultaneously with closing, Seller shall transfer all security deposits under the Leases to Purchaser via wire transfer or as a credit on the closing statement at Buyer's discretion.

12.3. Ad Valorem Taxes. All real estate and personal property taxes attributable to the Property for the period prior to Closing shall be paid by Seller at Closing pursuant to section 196.295, Florida Statutes. Seller shall pay all such taxes due and payable at Closing and which are attributable to the Property for any period on or prior to the Closing Date. If Trustees acquire title to the Property between January 1 and November 1, Seller shall, in accordance with section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Trustees acquire title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12.4. Operating Expenses. Operating Expenses attributable to the Property shall be prorated at Closing. Seller will pay all operating expenses attributable to the Property through the Closing Date (except for those utility charges and operating expenses payable directly by the tenants in accordance with the Leases or subleases, if any). Seller and Purchaser will adjust after Closing in cash at the time such adjustments are made with any tenants, any overbilling or underbilling of the tenants under any leases for operating expenses and/or real or personal property taxes payable by a tenant pursuant to the leases resulting from a difference in the actual operating expenses and taxes for the Property payable by the tenants during the year of Closing and the estimated operating expenses upon which such tenant's estimated payments are currently being made. Purchaser will arrange with all utilities services and companies servicing the Property to have new accounts started in the name of Purchaser beginning at 12:01 a.m. on the Closing Date.

12.5. Documentary Stamp Taxes. Seller shall pay all documentary stamp taxes on the Deed associated with the conveyance, if any, of the Property to Trustees.

12.6 Closing Costs. In addition to the allocation of costs set forth in other provisions of this Agreement, (i) Seller shall be responsible for the payment of: (a) the cost of satisfying any liens on the Property if required herein, (b) the cost to cure title defects to the extent agreed to by Seller, (c) the fees of Seller's attorneys, and (d) the Broker's commission as set forth in Section 15 below; and (ii) Acquiring Agency shall be responsible for the payment of: (a) all costs of conducting its investigations of the Property, (b) all title insurance premiums attributable to the cost of the Title Policy including, without limitation, the cost of any special endorsements to such Title Policy (excluding the costs referenced above with respect to Seller's cure of title objections if agreed to by Seller), (c) the fees of Purchaser's attorneys, (d) all nominal recording costs, (e) the cost for any new or re-certified Survey obtained by Purchaser, and (e) any expenses

of financing the Purchase Price including, but not limited to, appraisals and documentary stamp taxes on any mortgage with accompanying intangible tax.

12.7 Date of Prorations. The prorations and adjustments provided for in this Section 12 shall be made so that the Acquiring Agency shall receive the income and be charged with the expense of the operation of the Property on or after the Closing Date and Seller shall receive the income and be charged with the expense of operation of the Property before the Closing Date.

12.8 Survival. The parties' obligations under this paragraph 12, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

13. Casualty Damage.

13.1. Notice and Estimate. In the event that the Improvements should be damaged by any casualty prior to Closing, Seller will promptly give Purchaser written notice of such occurrence, and as soon thereafter as practicable, will provide Purchaser with an estimate made by an architect, engineer or contractor selected by Seller and approved by Purchaser (which approval will not be unreasonably withheld or delayed) of the cost and amount of time required to repair such damage.

13.2. Minor Damage. If the estimated cost of repairing such damage is less than \$500,000.00, then this Agreement shall remain in full force and effect and the Purchaser shall proceed with the Closing pursuant to this Agreement. At Closing, Seller shall (i) credit to Purchaser any insurance proceeds resulting from such damage previously received by Seller and (ii) assign any and all right, title and interest that Seller has to any unpaid insurance proceeds resulting from such damage to Purchaser.

13.3. Major Damage. If the estimated cost of such repairs is \$500,000.00 or more, then either Seller or Purchaser may elect to terminate this Agreement upon written notice to the other given within ten (10) days after both parties' receipt of the estimate in which event the Title Company will return the Deposit to Acquiring Agency and both parties will be relieved of any further obligations hereunder, except for the Surviving Obligations; however, if neither party elects to so terminate this Agreement, then this Agreement will remain in full force and effect and the parties will proceed in accordance with paragraph 13.2.

14. Condemnation.

14.1. Notice. If prior to Closing Seller learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of all or any portion of the Real Property, Seller will notify Purchaser promptly thereof.

14.2. Termination. Other than with respect to an "Immaterial Taking" (as defined below), any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent

domain of all or any part of the Real Property between the date of this Agreement and the Closing Date will, at Purchaser's option, cause a termination of this Agreement. The election to terminate provided hereby must be exercised by Purchaser (or will be deemed to have been waived) by notice to Seller to that effect given within fifteen (15) days following Purchaser's receipt of Seller's notice pursuant to paragraph 14.1 above. Upon delivery of such termination notice, the Title Company will return the Deposit to Purchaser and both parties will be relieved of any further obligations hereunder, except for the Surviving Obligations. If Purchaser does not elect to so terminate this Agreement, or in the event of an Immaterial Taking, Seller will be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser will be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it will not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and will take at Closing all action necessary to assign its entire interest in such award to Purchaser. Any taking or condemnation for any public or quasi-public purpose or use which does not affect access, reduce parking or take any part of the Improvements will be deemed an "*Immaterial Taking*."

15. **Brokers and Commissions.**

15.1. **Commissions.** If, as and when Closing occurs and Seller receives the Purchase Price, Seller will pay to Cushman & Wakefield (the "Broker"), a commission pursuant to the terms of a separate agreement entered into between Seller and Broker for services rendered in connection with this transaction. Seller hereby represents and warrants to Purchaser that except for the Broker, no real estate broker, salesman or finder is involved in this transaction that is entitled to receive any real estate brokerage commission in the event of a closing hereunder. Seller agrees to indemnify and hold Purchaser harmless from and against any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) paid or incurred by Purchaser by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Seller, except for the Broker. Purchaser hereby represents and warrants to Seller that except for the Broker, no real estate broker, salesman or finder is involved in this transaction that is entitled to receive any real estate brokerage commission in the event of a closing hereunder. Acquiring Agency agrees to indemnify and hold Seller harmless from and against any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Purchaser, except for the Broker.

15.2. **Survival.** The Seller's and Acquiring Agency's obligations under this paragraph 15 will survive Closing or any termination of this Agreement and remain fully enforceable thereafter.

16. **Remedies.**

16.1. **Seller's Default.** In the event that Seller shall fail to perform any of the material covenants or agreements contained herein which are to be performed by Seller, and such default continues uncured for ten (10) days after written notice specifying such default from Purchaser to Seller, Purchaser may, at its option, either (a) terminate this Agreement by giving

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written notice of termination to Seller, whereupon the Title Company shall return the Deposit to Purchaser and both Purchaser and Seller shall be relieved of any further obligations or liabilities hereunder except for Surviving Obligations; or (b) seek (i) direct (and not consequential) damages in the amount of Purchaser's third-party out-of-pocket expenses reasonably incurred in connection with Seller's default in an amount that shall not exceed, in aggregate, \$100,000, or (ii) specific performance of this Agreement and direct (and not consequential) damages in the amount of Purchaser's third-party out-of-pocket expenses reasonably incurred in connection with Seller's default in an amount that shall not exceed, in aggregate, \$100,000.

16.2 Purchaser's Default. In the event that Purchaser shall fail to perform any of the material covenants or agreements contained herein which are to be performed by Purchaser and such default continues uncured for ten (10) days after written notice specifying such default from Seller to Purchaser, Seller may, at its option, and as its sole and exclusive remedy, terminate this Agreement by giving written notice of termination to Purchaser, whereupon the Title Company shall pay the Deposit to Seller as liquidated damages and in full and complete settlement of any and all claims, and both Purchaser and Seller shall be relieved of any further obligations or liabilities hereunder except for Surviving Obligations. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages.

16.3 Indemnities: Defaults after Closing or Termination. The limitations on the parties' remedies set forth in paragraphs 16.1 and 16.2 will not be deemed to prohibit either Seller or Acquiring Agency from (i) seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date by the other party hereunder survives Closing, for the other party's breach of such representation or warranty discovered after such Closing (subject to the provisions of Section 5.2); (iii) seeking damages or such equitable relief as may be available for the other party's failure to perform after Closing hereunder any obligation hereunder which expressly survives Closing; or (iv) seeking damages or such equitable relief as may be available for the other party's failure to perform after any termination of this Agreement any Surviving Obligations; provided, however, that in no event will either party be entitled to recover from the other any punitive, consequential or speculative damages, and no party may claim indemnification or damages of any kind from Trustees.

17. General Provisions. The parties further agree as follows:

17.1. Confidentiality. To the extent not in conflict with Chapter 119, Florida Statutes, each party shall hold in strict confidence all documents and information concerning the other and its business and properties and if the transaction contemplated hereby should not close, such confidence shall be maintained, and all such documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing the same. No public disclosure, either written or oral, of the existence or terms of this Agreement shall be made by either Purchaser or Seller without the consent of the other unless otherwise required by law. The foregoing provision shall not, however, be construed to prohibit any party from making any

disclosures to any governmental authority which it is required to make by law or to prohibit any party from disclosing to its investors, lenders, accountants, consultants and attorneys such terms of this transaction as are customarily disclosed to them in connection with similar acquisitions or from any party instituting a legal action in accordance with Section 16 above to enforce the provisions of this Contract. The parties shall at all times act in accordance with the requirements of Chapter 119, Florida Statutes.

17.2. Time and Dates. Time is of the essence of this Agreement and Seller's and Purchaser's obligations hereunder. For purposes of determining dates under this Agreement (a) a day that is a specified number of days after a given date will be the day that occurs the specified number of days after (but not including) the given date (so that, e.g., the day that is ten (10) days after January 1 will be January 11); and (b) a day that is a specified number of months after a given date will be the day that occurs on the same day of the calendar month as the given date the specified number of months later (so that, e.g., the day that is four (4) months after January 15 will be May 15). If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday, which day is sometimes referred to herein as a "business day".

17.3. Intentionally Deleted.

17.4. Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties, including, without limitation, any signed or unsigned letters of intent, relating to the purchase and sale of the Property. All prior negotiations between the parties, including without limitation, any signed or unsigned letters of intent, are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.

17.5. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

17.6. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and addressed as set forth below. Counsel for either party is authorized to send and receive notice on behalf of such party. Any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt; or upon actual receipt if transmitted by email to the email address set forth below, provided, however, that any notice given by email shall be concurrently sent by one of the other means of delivery set forth in this Section 17.6:

If to Seller, to:

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5.1.9.6-19

Banyan Street/GAP Resource Square Two Owner, LLC
80 SW 8th Street, Suite 2200
Miami, Florida 33130
Attn: Rudy Touzet and K. Taylor White
Email: rtouzet@banyanstreet.com and twhite@banyanstreet.com

With a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attn: Jason A. Post, Esq.
Email: jpost@stearnsweaver.com

If to Trustees, to:

Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida
Division of State Lands, Florida Department of Environmental Protection
Attn: Director
3900 Commonwealth Blvd., Mail Station 115
Tallahassee, Florida 32399-3000
Email: _____

If to Acquiring Agency, to:
University of Central Florida
4365 Andromeda Loop North
Orlando, FL 32816
Attention: General Counsel
Email: _____

With a copy to:
Philip L. Logas, Esq.
Philip L. Logas, P.A.
1525 International Parkway
Suite 4021
Lake Mary, Florida 32746
Email: plogas@logaslaw.com

The above addresses may be changed by written notice to the other party given as set forth herein.

17.7. No Recording. This Agreement will not be recorded by either party.

17.8. Headings. The headings which appear in some of the Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

17.9. Counterparts: Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

17.10. Assignment. This Agreement cannot be assigned in whole or in part by either party without the prior written consent of the other, provided, however, that Purchaser may assign this Agreement to an Affiliate of Purchaser.

17.11. Successors and Assigns. Subject to paragraph 17.10, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.12. Effective Date. The “*Effective Date*” of this Agreement shall be the date that this Agreement is last signed by Seller and Purchaser, but in any event shall not be a date prior to approval of this Agreement by the Trustees at a scheduled meeting of the Governor and Cabinet sitting as the Trustees. Purchaser covenants and agrees to promptly provide Seller with a fully executed copy of this Agreement after it is executed by Purchaser and the Effective Date is determined.

17.13. INTENTIONALLY DELETED.

17.14. Purchaser Approval. In the event Purchaser approval is required for any portion or portions of this Agreement, it shall be required that both the Trustees and Acquiring Agency each give approval. Failure to approve by either party shall not constitute the requisite approval.

17.15. Definitions and Index of Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall, unless expressly stated otherwise, have the meaning specified in this paragraph 17.15. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa. “Includes” or “including” shall mean, “including, without limitation.”

“*Additional Deposit*” shall have the meaning set forth in paragraph 2.1 hereof.

“*Agreement*” shall have the meaning set forth in the first paragraph hereof.

“*Broker*” shall have the meaning set forth in paragraph 14.2 hereof.

“*Building*” shall have the meaning set forth in the Recitals.

“*Closing*” shall have the meaning set forth in paragraph 2.3 hereof.

"Closing Date" shall have the meaning set forth in paragraph 11.1 hereof.

"Deposit" shall have the meaning set forth in paragraph 2.1 hereof.

"Effective Date" shall have the meaning set forth in paragraph 17.12 hereof.

"Environmental Law" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or may hereafter be in effect.

"Estoppels" shall have the meaning set forth in paragraph 3.8 hereof.

"Express Warranties" shall have the meaning set forth in paragraph 7.1 hereof.

"Improvements" shall have the meaning set forth in the Recitals hereof.

"Hazardous Materials" means any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea-formaldehyde insulation.

"Immaterial Taking" shall have the meaning set forth in paragraph 14.2 hereof.

"Initial Deposit" shall have the meaning set forth in paragraph 2.1 hereof.

"Inspection Period" shall have the meaning set forth in paragraph 3.4 hereof.

"Intangible Property" shall have the meaning set forth in the Recitals hereof.

"Land" shall have the meaning set forth in the Recitals hereof.

"Leases" shall have the meaning set forth in the Recitals hereof.

"Permits" shall have the meaning set forth in the Recitals hereof.

"Permitted Exceptions" shall have the meaning set forth in paragraph 3.2 hereof.

"Person", whether or not capitalized, means any individual, partnership, limited liability company, corporation, association, business trust, government or political subdivision thereof, governmental agency or other entity.

"Plans" shall have the meaning set forth in the Recitals hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Property Information" shall have the meaning set forth in paragraph 3.1 hereof.

"Purchase Price" shall have the meaning set forth in paragraph 2 hereof.

"Purchaser" shall have the meaning set forth in the first paragraph hereof.

"Real Property" shall have the meaning set forth in the Recitals hereof.

"Seller" shall have the meaning set forth in the first paragraph hereof.

"Subsequent Defect" shall have the meaning set forth in paragraph 4.2 hereof.

"Survey" shall have the meaning set forth in Section 3.1.1 hereof.

"Surviving Obligations" shall have the meaning set forth in paragraph 3.2 hereof.

"Title Commitment" shall have the meaning set forth in paragraph 3.2 hereof.

"Title Company" shall have the meaning set forth in paragraph 2 hereof.

"Title Policy" shall have the meaning set forth in paragraph 4.1 hereof.

"Title Underwriter" shall have the meaning set forth in paragraph 3.2 hereof.

"Warranties" shall have the meaning set forth in the Recitals hereof.

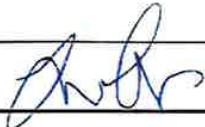
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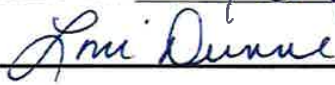
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Witnesses:


SELLER:

**BANYAN STREET / GAP RESOURCE
SQUARE TWO OWNER LLC,**
a Delaware limited liability company



Print Name: Larry Chapman


Print Name: LOREI DUNNE

By: 

Name: K. Taylor White
Title: Vice President
Date: April 21, 2017

TRUSTEES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA**

**BY DIVISION OF STATE LANDS OF
THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Witnesses:

Print Name: _____

Print Name: _____

BY: _____
David A. Clark
As its Director
Date: _____, 2017
Approved as to Form and Legality
By: _____
Date: _____, 2017

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ACQUIRING AGENCY:
UNIVERSITY OF CENTRAL FLORIDA, a
public university, on behalf of its Board of Trustees

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____, 2017

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This Agreement, together with the Initial Deposit described therein in the amount of \$100,000, has been received by the Title Company this ____ day of _____, 2017.

TITLE COMPANY:
PHILIP L. LOGAS, P.A.

Date: _____, 201__

By: _____

Name: Philip L. Logas

Title: Attorney

Tel: 407-849-1555

Fax: 407-849-1570

List of Schedules and Exhibits:

Schedules:

Schedule 1 – Legal Description of the Land

Exhibits:

Exhibit A – Form of Estoppel Certificate

Exhibit B – Form of Special Warranty Deed

Exhibit C – Form of General Assignment

Schedule 1
LEGAL DESCRIPTION OF THE LAND

PARCEL ONE:

A tract of land being a portion of Lot 1, Block 9, CENTRAL FLORIDA RESEARCH PARK SECTION-1, according to the plat thereof, as recorded in Plat Book 12, pages 123 through 126 of the Public Records of Orange County, Florida being described as follows:

Commence at the Southwest corner of said Lot 1, Block 9 for a Point of Reference, thence run North 00° 09' 52" East, along the West line of said Lot 1, Block 9, 1083.78 feet to the Easterly terminus of the South line of said Lot 1, Block 9 and the Point of Beginning; thence run North 89° 28' 34" West, along said South line of Lot 1, Block 9, a distance of 989.06 feet to the Southeast corner of Lot 2, of said Block 9; thence run North 00° 31' 24" East, along the West line of said Lot 1, Block 9, a distance of 337.40 feet to a point on the Southerly right-of-way line of Research Parkway, according to the aforementioned Plat of Central Florida Research Park Section - 1, said point lying on a non-tangent right-of-way curve concave Northerly; thence run Easterly along said right-of-way curve, having a radius of 1684.42 feet, a central angle of 02° 20' 02" an arc length of 68.61 feet, a chord bearing of North 84° 21' 26" East and a chord length of 68.61 feet to a point of tangency; thence, continuing along said Southerly right-of-way, run North 83° 11' 25" East, 242.90 feet to a point of a curvature of a curve concave Northerly; thence continue along said Southerly right-of-way line, run Easterly along said curve having a radius of 897.42 feet, a central angle of 24° 00' 00", an arc length of 375.91 feet, a chord bearing of North 71° 11' 25" East and a chord length of 373.17 feet to a point of tangency; thence run North 59° 11' 24" East, along said right-of-way line, 59.49 feet to a point of curvature of a curve concave Southerly; thence run Easterly along said curve and along said right-of-way line having a radius of 994.63 feet, a central angle of 17° 07' 02", an arc length of 297.15 feet, a chord bearing of North 67° 44' 57" East, and a chord length of 296.04 feet to the intersection with the Northerly extension of the West line of said Lot 1, Block 9 from the aforesaid point of reference and the West line of the lands described as Parcel 1 recorded in Official Records Book 5082, page 1611 of said public records, thence run South 00° 09' 52" West along said extension, 644.88 feet to the Point of Beginning of the herein described lands.

PARCEL TWO:

TOGETHER WITH non-exclusive easements for ingress and egress and road purposes for the benefit of Parcel One set forth in Third Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Central Florida Research Park, recorded in Official Records Book 4294, Page 3790, as amended, Public Records of Orange County, Florida.

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Board of Trustees Meeting - Reports

Schedule 2
THE LEASES

Resource II Current Tenants

Name	Agreements	Type	Execution Date
3XLogic	Office Lease	New	2/16/2016
	Temporary Storage Agreement	New	4/26/2016
Adaptive Insights, Inc.	Office Lease	New	11/8/2016
Cubic Applications, Inc.	Lease Agreement	New	12/18/2001
	1st Amendment	Renewal	11/16/2006
	Assignment and Assumption of Lease	Assignment	2/28/2007
	2nd Amendment	Renewal/Expansion	1/5/2010
	3rd Amendment	Renewal	12/10/2014
Gamesim, Inc.	Lease Agreement	New	4/10/2014
	1st Amendment	Renewal	3/5/2015
Innovative Reasoning, LLC	Lease Agreement	New	9/1/2010
	1st Amendment	Renewal	4/16/2013
	2nd Amendment	Relocation	8/18/2014
	3rd Amendment	Renewal	11/6/2015
Intelligent Decision Systems, Inc.	Office Lease	New	3/5/2015
	1st Amendment	Renewal	3/8/2016
Jacobs Technology, Inc.	Lease Agreement	New	7/31/2009
	1st Amendment	Relocation	4/1/2010
	2nd Amendment	Modification	9/1/2010
	3rd Amendment	Renewal	6/30/2014
	4th Amendment	Renewal	6/25/2015
	5th Amendment	Renewal	12/31/2015
Novonics Corporation	Lease Agreement	New	5/24/2005
	1st Amendment	Renewal/Expansion	7/10/2009
	Amended and Restated 1st Amendment	Modification	9/1/2009
	2nd Amendment	Expansion	6/29/2011
Sprim Strategy & Intelligent Innovation	Office Lease	New	1/13/2015
	1st Amendment	Modification	9/9/2015
	2nd Amendment	Renewal	10/22/2015
	3rd Amendment	Renewal	12/21/2016
Technical & Project Engineering, LLC	Office Lease	New	3/3/2016

Board of Trustees Meeting - Reports

Schedule 2
THE LEASES

The Aegis Technologies Group, Inc.	Lease Agreement	New	1/13/2009
	1st Amendment	Relocation	6/30/2010
	2nd Amendment	Renewal/Expansion	6/4/2015
TW Telecom	License Agreement	New	11/12/2012
United States of America	Lease for Real Property	New	6/20/2001
	Supplemental Agreement #1	Commencement Date Agreement	11/15/2001
	Supplemental Agreement #2	TI Overage	4/17/2002
	Supplemental Agreement #3	Equipment Maintenance	4/15/2002
	Supplemental Agreement #4	Equipment Maintenance	5/1/2003
	Supplemental Agreement #5	Alterations before Reinstatement	9/29/2003
	Supplemental Agreement #6	Reinstatement	6/30/2004
	Supplemental Agreement #7	Equipment Maintenance	4/15/2004
	Supplemental Agreement #8	Renewal	1/3/2008
	Supplemental Agreement #10	Operating Costs Owed	Not dated
	Supplemental Agreement #11	Equipment Maintenance	8/1/2006
	Supplemental Agreement #12	Operating Costs Owed	7/3/2007
	Supplemental Agreement #13	Equipment Maintenance	8/1/2008
	Supplemental Agreement #14	Operating Costs Owed	9/19/2008
	Supplemental Agreement #15	Renewal	1/1/2010
	Lease for Real Property	New	1/1/2015
	Supplemental Agreement #20	Operating Costs Reimbursement	2/3/2015

Exhibit A
FORM OF TENANT ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

_____, 2017

Re: Lease Dated: _____, 20____
Tenant: _____
Premises: _____

Ladies and Gentlemen:

It is our understanding that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, by and through the University of Central Florida, a public university, on behalf of its Board of Trustees, or its assigns (collectively the "Purchaser") will be purchasing the fee simple property described above (the "Premises").

Accordingly, the tenant named above (the "Tenant"), in and under the lease described above (the "Lease") hereby certifies to Purchaser, and any assignee of Purchaser under the Purchase and Sale Agreement between Banyan Street/Gap Resource Square Two Owner, LLC (the "Seller") and Purchaser, that as of the date hereof:

1. The Lease represents the entire agreement between the Seller as the landlord under the Lease ("Landlord") and Tenant, is in full force and effect and has not been assigned, extended, modified, supplemented or amended in any way, except as noted in the attachments hereto, and a true, correct and complete copy of the Lease, including any and all amendments, is attached hereto as Exhibit A.

2. Tenant has accepted possession of the Premises.

3. Tenant has fully inspected the Premises and found the same to be as required by the Lease and in good order and repair, and any improvements required by the Lease to be made by Landlord have been completed to the satisfaction of the undersigned.

4. The primary term of the Lease commenced on _____, and continues to _____, and contains _____ renewal options of _____ years each.

5. The current monthly base rent (exclusive of Tenant's share of operating expenses, insurance premiums and taxes) is \$_____. Tenant is also obligated to pay its proportionate share of certain taxes, insurance premiums and other costs and expenses associated with the Premises in accordance with the terms of the Lease, and the current monthly payment of such proportionate share is \$_____.

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6. Rental payments are being made on a current basis and have been paid through the month of _____, 2016. Tenant has not entered into any agreements providing for the discounting, advance payment, abatement or offsetting of rents and no rent has been paid for more than one (1) month in advance.

7. Tenant has paid a security deposit of \$ _____ to Landlord.

8. As of this date, Tenant has not given Landlord notice of any existing violation of the Lease or notice of Tenant's intent to vacate the Premises other than at the end of the term of the Lease or as otherwise provided in the Lease. To Tenant's knowledge, Landlord is not in default under any of the terms, conditions, provisions or agreements of the Lease, and Tenant has no offsets, claims or defenses against Landlord.

9. Tenant has no options or rights of first refusal to purchase the Building, the Premises or any part thereof.

10. Tenant is the sole owner and holder of the leasehold estate created by the Lease. Tenant has not subleased any portion of the Premises, nor has Tenant assigned all or any portion of Tenant's rights under the Lease.

11. All insurance required of Tenant by the Lease has been provided by Tenant and all premiums now due have been paid.

12. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

13. Tenant acknowledges that Purchaser and its permitted assigns may rely on this Tenant Estoppel Certificate.

Dated: _____, 2017.

TENANT:

a _____

By: _____

Name: _____

Title: _____

Exhibit B**FORM OF SPECIAL WARRANTY DEED****SPECIAL WARRANTY DEED**

STATE OF FLORIDA)
)
 COUNTY OF ORANGE)

KNOW ALL PERSONS BY THESE PRESENTS:

That **BANYAN STREET / GAP RESOURCE SQUARE TWO OWNER, LLC**, a Delaware limited liability company ("Grantor"), whose address is _____, for Ten and No/100ths Dollars (\$10.00) cash and other good and valuable consideration to it in hand paid by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Grantee"), whose address is _____, the receipt and sufficiency of which is acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to the improvements located on that certain parcel of land situated in Orange County, Florida and more particularly described on Exhibit A attached hereto (the "Property"), subject to those matters set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

The Property Appraiser's Parcel Identification Number for the Property is 10-22-31-1240-09-011.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the said Property unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions referenced herein.

IN WITNESS WHEREOF this Special Warranty Deed is executed this _____ day of _____, 2017.

GRANTOR:

**BANYAN STREET / GAP RESOURCE
 SQUARE TWO OWNER LLC,**
 a Delaware limited liability company

Print Name: _____

Print Name: _____

By: _____

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STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **BANYAN STREET / GAP RESOURCE SQUARE TWO OWNER LLC**, a _____ limited liability company, on behalf of said limited liability company who produced _____ as identification and did not take an oath.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____

My Commission Expires:

#5612452 36243-0154
1049215.1

Exhibit C
FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment"), is made as of the ____ day of _____, 2017, between **BANYAN STREET / GAP RESOURCE SQUARE TWO OWNER LLC**, a Delaware limited liability company ("Assignor"), and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Assignee").

Assignee has this day acquired from Assignor all of Assignor's right, title and interest in the land more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), together with the building (the "Building") located thereon and the other improvements located thereon (such Building and other improvements collectively referred to herein as the "Improvements").

In consideration of Assignee's acquisition of Assignor's right, title and interest in and to the Property and the Improvements and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby assigns, transfers and sets over unto Assignee, , and Assignee hereby accepts from Assignor, all right, title and interest of Assignor in and to the following:

1. **Warranties, Permits and Plans.** All (i) all unexpired warranties, guarantees and bonds, including, without limitation, contractors' and manufacturers' warranties or guarantees, relating to the Improvements, to the extent the same remain in full force and effect and may be lawfully assigned to Assignee (the "Warranties"); (ii) all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Property and/or, the Improvements, to the extent the same may be lawfully assigned to Assignee (the "Permits"), and (iii) all site plans, surveys, plats, plans, soil and substratus studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans and studies of any kind if existing and in Assignor's possession or control, to the extent that they relate only to the Property or the Improvements and are assignable (the "Plans).

2. **Intangible Property.** All rights, privileges, easements, hereditaments, and appurtenances in any way related to, belonging to, or used in connection with the operation of the Property and/or the Improvements (the "Intangible Property"), .

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This Assignment is made subject to and excepting therefrom (a) claims for any sums owed to Assignor from the obligor that were asserted in writing by Assignor on or before the date hereof and (b) claims for sums incurred by Assignor arising out of or in connection with correction by Assignor of any defects in the condition of any improvements to the Property, if any, and disclosed to Assignee in writing prior to the date hereof.

ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE OR KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE CONTRACT OR PROPERTY RIGHTS ASSIGNED HEREBY, INCLUDING, BUT NOT LIMITED TO: TITLE; COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; OR PATENT INFRINGEMENT OR LATENT DEFECTS. BY ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT IT HAS INSPECTED SUCH ASSIGNED CONTRACT AND/OR PROPERTY RIGHTS AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE SAME "AS IS, WHERE IS" AND "WITH ALL FAULTS," WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED.

If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, each party shall bear its own costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.

This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Assignor shall, at no cost to Assignor, (i) cooperate with Assignee to fully vest in Assignee the rights, titles and interests intended to be assigned by this Assignment, and (ii) execute and deliver to Assignee all documents, instruments or conveyances reasonably required to accomplish such transfer.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the _____ day of _____, 2017.

[Signature page follows]

ASSIGNOR:

**BANYAN STREET / GAP RESOURCE SQUARE
TWO OWNER LLC**, a Delaware limited liability
company

By: _____

Name: _____

Title: _____

ASSIGNEE:

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

By: _____

Name: _____

Title: _____

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Exhibit "A" to Special Warranty Deed


A tract of land being a portion of Lot 1, Block 9, CENTRAL FLORIDA RESEARCH PARK SECTION- I, according to the Plat thereof as recorded in Plat Book 12, Pages 123 through 126 of the Public Records of Orange County, Florida being described as follows:

Commence at the Southwest corner of said Lot 1, Block 9 for a Point of Reference, thence run North 00°09'52" East, along the West line of said Lot 1, Block 9, 1083.78 feet to the Easterly terminus of the South line of said Lot 1, Block 9 and the Point of Beginning; thence run North 89°28'34" West, along said South line of Lot 1, Block 9, a distance of 989.06 feet to the Southeast corner of Lot 2, of said Block 9; thence run North 00°31'24" East, along the West line of said Lot 1, Block 9, a distance of 337.40 feet to a point on the Southerly right of way line of Research Parkway, according to the aforementioned Plat of Central Florida Research Park Section -I, said point lying on a non-tangent right of way curve concave Northerly; thence run Easterly along said right of way curve, having a radius of 1684.42 feet, a central angle of 02°20'02" an arc length of 68.61 feet, a chord bearing of North 84°21'26" East and a chord length of 68.61 feet to a point of tangency; thence, continuing along said Southerly right of way, run North 83°11'25" East, 242.90 feet to a point of curvature of a curve concave Northerly; thence continue along said Southerly right of way line, run Easterly along said curve having a radius of 897.42 feet, a central angle of 24°00'00", an arc length of 375.91 feet, a chord bearing of North 71°11'25" East and a chord length of 373.17 feet to a point of tangency; thence run North 59°11'24" East, along said right of way line, 59.49 feet to a point of curvature of a curve concave Southerly; thence run Easterly along said curve and along said right of way line having a radius of 994.63 feet, a central angle of 17°07'02", an arc length of 297.15 feet, a chord bearing of North 67°44'57" East, and a chord length of 296.04 feet to the intersection with the Northerly extension of the West line of said Lot 1, Block 9 from the aforesaid point of reference and the West line of the lands described as Parcel 1 recorded in Official Records Book 5082, Page 1611 of said public records, thence run South 00°09'52" West along said extension, 644.88 feet to the Point of Beginning of the herein described lands.

TOGETHER WITH non-exclusive easements for ingress and egress road purposes for the benefit of Parcel One set forth in Third Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Central Florida Research Park, recorded in Official Records Book 4294, Page 3790, as amended, Public Records of Orange County, Florida.

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 Subject Parcel

0 250 500 1,000
Feet



University of Central Florida
Banyan Street/Gap Resource Square Two Owner, LLC

Orange County, Florida

Data Sources:
1) Sketch & Description
2) N-ATEQ Roads
3) Bing Aerials

File Location: \\FLD\EP1\veh_cad\Counies_CIS\Orange\ORL_Research_BLDG\Agenda\Aerial_ORL_Research_BLDG.mxd
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ITEM: INFO-3

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Board Committee and Direct Support Organization Assignments

DATE: May 18, 2017

PROPOSED BOARD ACTION:

Information only.

BACKGROUND INFORMATION:

The board may establish committees to assist in carrying out its responsibilities. The board chair will determine the membership of the committees and its chairs and the assignments to the direct support organizations.

Supporting documentation: Attachment A: University of Central Florida Board of Trustees Committee and Direct Support Organization Assignments

Prepared by: Rick Schell, Vice President and Chief of Staff

Submitted by: Marcos Marchena, Chairman, Board of Trustees

**University of Central Florida
Board of Trustees
Committee Assignments
and
Direct Support Organization Assignments
May 2017**

ATTACHMENT A

<u>Advancement</u>	<u>Audit and Compliance</u>	<u>Compensation and Labor</u>	<u>Educational Programs</u>
<p>Minimum of five members</p> <p>Development and alumni relations, public and governmental relations, marketing, communications, and admissions</p>	<p>Minimum of three members</p> <p>Financial practices and management, internal controls, and standards of conduct for university and affiliates</p>	<p>Minimum of three members</p> <p>Conduct periodic compensation and assessment reviews of the president and develop recommendations to the board for its consideration; review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university, and oversee the collective bargaining responsibilities of the board</p>	<p>Minimum of five members</p> <p>Academic and student life, components of the university, athletics, and strategic planning</p>
<p>Clarence Brown, Chair</p> <p>Joseph Conte, Vice Chair</p> <p>Ken Bradley</p> <p>Nicholas Larkins</p> <p>Alex Martins</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: Dan Holsenbeck Grant Heston Michael Morsberger</p>	<p>Beverly Seay, Chair</p> <p>Ken Bradley, Vice Chair</p> <p>William Self</p> <p>David Walsh</p> <p>William Yeargin</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: Rhonda Bishop Robert Taft</p>	<p>John Sprouls, Chair</p> <p>David Walsh, Vice Chair</p> <p>Clarence Brown</p> <p>Joseph Conte</p> <p>Ray Gilley</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: Scott Cole Maureen Binder</p>	<p>Robert Garvy, Chair</p> <p>Beverly Seay, Vice Chair</p> <p>Ken Bradley</p> <p>Nicholas Larkins</p> <p>William Self</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: A. Dale Whittaker</p>

<u>Finance and Facilities</u>	<u>Nominating and Governance</u>	<u>Strategic Planning</u>	<u>Direct Support Organizations</u>
<p>Minimum of five members</p> <p>Budget, finance and accounting, financial services, purchasing, business services, DSO oversight, human resources, environmental health and safety, facilities planning, landscape and natural resources, physical plant, police department, business services, and parking and transportation services</p>	<p>Minimum of five members</p> <p>Trustee assessment, trustee nominations, election procedures, presidential search procedures, and governance</p>	<p>Minimum of five members</p> <p>Provide support and guidance regarding strategic planning and the implementation of strategic plans</p>	<p>Academic Health—Joseph Conte</p> <p>Athletics—Marcos Marchena</p> <p>Convocation—Beverly Seay</p> <p>Finance—Alex Martins</p> <p>Foundation—Marcos Marchena</p> <p>Research Foundation—Joseph Conte</p> <p>Stadium—Robert Garvy</p>
<p>Alex Martins, Chair</p> <p>Robert Garvy, Vice Chair</p> <p>Nicholas Larkins</p> <p>William Self</p> <p>John Sprouls</p> <p>David Walsh</p> <p>William Yeargin</p>	<p>William Yeargin, Chair</p> <p>Alex Martins, Vice Chair</p> <p>Ray Gilley</p> <p>Beverly Seay</p> <p>John Sprouls</p>	<p>Clarence Brown, Chair</p> <p>Joseph Conte, Vice Chair</p> <p>Robert Garvy</p> <p>Nicholas Larkins</p> <p>William Self</p>	<p><u>Other Boards</u></p> <p>Medical College—Clarence Brown</p>
<p>Marcos Marchena (Ex Officio)</p> <p>Staff: William F. Merck II</p>	<p>Marcos Marchena (Ex Officio)</p> <p>Staff: Scott Cole</p>	<p>Marcos Marchena (Ex Officio)</p> <p>Staff: A. Dale Whitaker</p>	<p>M:Board of Trustees\BOT Committee Assignments May 5, 2017</p>