



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees  
Finance and Facilities Committee Meeting  
May 18, 2017  
11:00 a.m. – 12:00 p.m  
FAIRWINDS Alumni Center  
Conference call in phone number 800-442-5794, passcode 463796**

**REVISED AGENDA**

- |  |  |
|--|--|
| <b>I. CALL TO ORDER</b>  | Alex Martins<br><i>Chair, Finance and Facilities Committee</i>   |
| <b>II. ROLL CALL</b>   | Tracy D. Slavik<br><i>Coordinator of Administrative Services<br/>for Administration and Finance Division</i>   |
| <b>III. NEW BUSINESS</b>   | Chair Martins  |
| <ul style="list-style-type: none"><li>• Amendments to University Tuition and Fee Regulation UCF-9.001 (FFC-1)</li></ul>    | William F. Merck II<br><i>Vice President for Administration and Finance and Chief Financial Officer</i><br>Tracy Clark<br><i>Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance</i> |
| <ul style="list-style-type: none"><li>• University Operating Budget Report Quarter Ended March 31, 2017 (INFO-1)</li></ul> | William F. Merck II<br>Tracy Clark   |
| <ul style="list-style-type: none"><li>• 2017-18 University Operating Budget (FFC-2)</li></ul>                              | William F. Merck II<br>Tracy Clark   |
| <ul style="list-style-type: none"><li>• 2017-18 Capital Outlay Budget (FFC-3)</li></ul>                                    | William F. Merck II<br>Lee Kernek<br><i>Associate Vice President for Administration and Finance</i>  |

- Equipment Fees for 2017-18 (INFO-2) Dale Whittaker  
*Provost and Executive Vice President*  
Elizabeth Klonoff  
*Vice President for Research and Dean of the College of Graduate Studies*  
Elizabeth Dooley  
*Vice Provost for Teaching and Learning and Dean of the College of Undergraduate Studies*
- University Depositories (FFC-4) William F. Merck II  
Tracy Clark
- UCFAA Line of Credit Increase (FFC-5) William F. Merck II  
John C. Pittman  
*Associate Vice President for Administration and Finance, Debt Management*  
Brad Stricklin  
*Executive Associate Athletics Director and Chief Financial Officer*
- Proposed Building Name Changes (FFC-6) William F. Merck II  
Maribeth Ehasz  
*Vice President for Student Development and Enrollment Services*  
Sharon Ekern  
*Associate Vice President for Administration and Student Life*
- Acquisition of Property for Partnership IV, Part II (FFC-7) William F. Merck II  
Jennifer Cerasa  
*Associate General Counsel*
- Amendment to Agreement Between UCF and ICAMR (FFC-8) William F. Merck II  
Sandra Sovinski  
*Senior Associate General Counsel*
- Amendment to Florida Advanced Manufacturing Research Center Agreement and Lease (FFC-9) William F. Merck II  
Sandra Sovinski  
*Senior Associate General Counsel*

**IV. OTHER BUSINESS**

Chair Martins

**V. CLOSING COMMENTS**

Chair Martins

**ITEM: FFC-1**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

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

**DATE:** May 18, 2017

**PROPOSED COMMITTEE 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.

	<u>Current</u>	<u>Proposed</u>	<u>Dollar Decrease</u>	<u>Percent Decrease</u>
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):

Graduate

Fee	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 2016<sup>1</sup> cohort<sup>1</sup> 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

<sup>1</sup> 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		<del>\$785.15</del> <u>\$350.00</u>
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$9.74		<del>\$39.25</del> <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	<del>\$1,151.72</del> <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: INFO-1**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** University Operating Budget Report Quarter Ended March 31, 2017

**DATE:** May 18, 2017

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For information only.

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**Supporting documentation:** Attachment A: UCF Operating Budget Quarterly Report

**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  
Operating Budget Status**

**March 31, 2017**

*Year-to-Date Activity and Variances*

The attached reports include revenues and expenditures for the nine months ended March 31, 2017, compared to the operating budget. Student credit hours are 0.8 percent higher than the enrollment plan and 3.6 percent higher than the prior year. Revenue and expenditures as a percentage of budget are consistent with prior year. Overall, revenues and expenditures as a percent of the operating budget are 70 percent and 65 percent, respectively. The quarter ended March 31, 2017, included seven pay periods in contrast to the previous year's six pay periods. For comparability purposes, the last payroll paid on March 31, 2017, has been excluded from the Operating Budget Report. It will be included in the report for June 30, 2017. Other specific activities and variances in certain budget categories are described below.

Educational & General

Revenues increased \$28.7 million. Tuition and fees increased \$11 million, which is primarily due to growth in enrollment and an increase in out-of-state students. Annual state appropriations increased \$45.7 million, of which \$17.1 million has been received to date with the balance expected to be received by the end of the fiscal year. The \$15.5 million lottery funding portion of the appropriations was received later than last year, adding to this increase. The increase in state funds is primarily due to new performance-based funding, emerging-preeminence funding, funding for the Center for Students with Unique Abilities, and other special appropriations.

Expenditures increased by \$16.8 million, primarily due to a 6 percent increase in salaries and benefits. These increases include investments in the university faculty hiring plan, as well as annual increases in salary, health, and retirement benefits.

Medical School

Revenues were consistent with prior year. Expenditures increased by \$3.7 million, primarily due to salaries and benefits increases, which include additional faculty and clinical practice support personnel, as well as annual increases in salary, health, and retirement benefits.

Auxiliary

Revenues increased by \$7.6 million from various sources, including medical residency programs, market rate programs, sponsorships, and interest income. These increases were offset by a reduction in revenues for Global UCF related to the transition of billing and collection of program fees to our partner in the program.

## **University of Central Florida Operating Budget Status**

**March 31, 2017**

Expenditures increased by \$3.8 million, primarily due to increases in salaries and benefits offset by a reduction in expenses for Global UCF related to the change described above. The increases in salaries and benefits are primarily due to medical residency programs and annual increases in salary, health, and retirement benefits.

### Sponsored Research

Revenues increased by \$7.6 million, primarily related to increases in federal and private grants.

Expenditures to date increased \$8.5 million, primarily due to increases in subcontractor research expenses of \$4.2 million, salaries and benefits of \$2.0 million, and the funding to student financial aid for institutional awards of \$1.6 million, primarily for doctoral fellowships.

### Student Financial Aid

Revenues decreased \$0.6 million. Federal funding for loans decreased \$2.0 million. State funding for Bright Futures decreased by \$3.7 million and was offset by an increase in other state awards by \$1.0 million. Private loans and scholarship funding increased \$2.2 million. Institutional funding increased \$1.5 million, primarily related to new funding for doctoral fellowships for research awards.

Expenditures decreased \$3.4 million. Differences between revenues and expenditures are primarily due to timing differences between the receipt and disbursement of funds for institutional awards.

### Student Activities

Revenues and expenditures were consistent with prior year.

### Concessions

Revenues were consistent with prior year. Expenditures increased by \$0.3 million to support the construction of academic buildings.

### Technology Fee

Technology fee revenues were consistent with the prior year. Technology fee expenditure variances are due to timing differences in the progress of the various projects. Approximately 8 percent of 2016-17, 78 percent of 2015-16, and 92 of the prior years' awarded funds have been spent or transferred to Computer Services and Telecommunications for projects completed or in progress.

# University of Central Florida Operating Budget Report

as of March 31, 2017 (75% of year)

**2016-17**

	Revenue	Expenditures	Expenditure Budget	% of Budget Spent	Revenue as % of Budget	Revenue less Expenditures	Fund Balance (as of July 1)
Educational & General	\$ 499,773,303	\$ 432,490,227	\$ 758,974,527	57.0%	65.8%	\$ 67,283,076	\$ 156,615,927
Medical School	31,159,069	31,894,704	58,902,394	54.1%	52.9%	(735,635)	20,959,005
Auxiliary Enterprises	157,850,718	139,322,484	251,990,997	55.3%	62.6%	18,528,233	167,003,290
Sponsored Research	104,546,298	103,317,099	160,694,000	64.3%	65.1%	1,229,199	23,155,510
Student Financial Aid	432,815,732	428,783,650	513,219,163	83.5%	84.3%	4,032,082	28,184,468
Student Activities	17,505,736	15,081,149	23,750,000	63.5%	73.7%	2,424,587	9,832,332
Concessions	465,597	505,548	750,000	67.4%	62.1%	(39,951)	1,369,302
Technology Fee	7,452,111	4,699,381	9,100,000	51.6%	81.9%	2,752,730	8,648,574
	<u>\$ 1,251,568,564</u>	<u>\$ 1,156,094,242</u>	<u>\$ 1,777,381,081</u>	<u>65.0%</u>	<u>70.4%</u>	<u>\$ 95,474,322</u>	<u>\$ 415,768,408</u>

**2015-16**

	Revenue	Expenditures	Expenditure Budget	% of Budget Spent	Revenue as % of Budget	Revenue less Expenditures	Fund Balance (as of July 1)
Educational & General	\$ 471,106,951	\$ 415,737,708	\$709,837,313	58.6%	66.4%	\$ 55,369,243	\$ 171,602,281
Medical School	31,506,465	28,225,687	61,564,339	45.8%	51.2%	3,280,778	23,520,276
Auxiliary Enterprises	150,216,790	135,483,625	236,260,851	57.3%	63.6%	14,733,165	169,828,744
Sponsored Research	96,970,450	94,777,393	155,283,000	61.0%	62.4%	2,193,057	27,239,596
Student Financial Aid	433,409,260	432,217,898	507,419,674	85.2%	85.4%	1,191,362	27,646,086
Student Activities	17,563,497	14,885,370	20,500,000	72.6%	85.7%	2,678,127	9,020,033
Concessions	464,731	270,509	500,000	54.1%	92.9%	194,223	1,283,179
Technology Fee	7,771,197	4,500,724	9,100,000	49.5%	85.4%	3,270,472	7,347,815
	<u>\$ 1,209,009,340</u>	<u>\$ 1,126,098,913</u>	<u>\$ 1,700,465,177</u>	<u>66.2%</u>	<u>71.1%</u>	<u>\$ 82,910,427</u>	<u>\$ 437,488,009</u>

# University of Central Florida Operating Expenditure Report

as of March 31, 2017 (75% of year)

**2016-17**

	Expenditures - Amount					Expenditures - Percent of Total				
	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total
Educational & General	\$ 292,020,224	\$ 133,594,842	\$ 6,875,161	\$ -	\$ 432,490,227	67.5%	30.9%	1.6%	-	100.0%
Medical School	22,226,396	8,060,255	1,608,053	-	31,894,704	69.7%	25.3%	5.0%	-	100.0%
Auxiliary Enterprises	49,311,319	78,405,001	1,979,932	9,626,232	139,322,484	35.4%	56.3%	1.4%	6.9%	100.0%
Sponsored Research	43,949,887	53,758,289	5,608,923	-	103,317,099	42.5%	52.0%	5.4%	-	100.0%
Student Financial Aid	2,992,957	425,790,693	-	-	428,783,650	0.7%	99.3%	-	-	100.0%
Student Activities	7,294,160	7,764,059	22,930	-	15,081,149	48.4%	51.5%	0.2%	-	100.0%
Concessions	1,528	504,021	-	-	505,548	0.3%	99.7%	-	-	100.0%
Technology Fee	169,710	3,858,804	670,867	-	4,699,381	3.6%	82.1%	14.3%	-	100.0%
	<b>\$ 417,966,181</b>	<b>\$ 711,735,963</b>	<b>\$ 16,765,865</b>	<b>\$ 9,626,232</b>	<b>\$ 1,156,094,242</b>	<b>36.2%</b>	<b>61.6%</b>	<b>1.5%</b>	<b>0.8%</b>	<b>100.0%</b>

**2015-16**

	Expenditures - Amount					Expenditures - Percent of Total				
	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total	Salaries and Benefits	Expenses	Capital Purchases	Debt Service	Total
Educational & General	\$ 274,518,670	\$ 133,131,975	\$ 8,087,063	\$ -	\$ 415,737,708	66.0%	32.0%	1.9%	-	100.0%
Medical School	19,603,973	7,300,695	1,321,018	-	28,225,687	69.5%	25.9%	4.7%	-	100.0%
Auxiliary Enterprises	43,252,220	81,440,074	1,075,239	9,716,092	135,483,625	31.9%	60.1%	0.8%	7.2%	100.0%
Sponsored Research	41,995,392	47,781,472	5,000,529	-	94,777,393	44.3%	50.4%	5.3%	-	100.0%
Student Financial Aid	3,150,575	429,067,323	-	-	432,217,898	0.7%	99.3%	-	-	100.0%
Student Activities	7,115,095	7,746,633	23,642	-	14,885,370	47.8%	52.0%	0.2%	-	100.0%
Concessions	3,023	267,485	-	-	270,509	1.1%	98.9%	-	-	100.0%
Technology Fee	663	3,288,930	1,211,131	-	4,500,724	0.0%	73.1%	26.9%	-	100.0%
	<b>\$ 389,639,613</b>	<b>\$ 710,024,586</b>	<b>\$ 16,718,622</b>	<b>\$ 9,716,092</b>	<b>\$ 1,126,098,913</b>	<b>34.6%</b>	<b>63.1%</b>	<b>1.5%</b>	<b>0.9%</b>	<b>100.0%</b>

# University of Central Florida Operating Budget Report

as of March 31, 2017 (75% of year)

## Statistical Information

### *Student Credit Hours*<sup>1</sup>

<i>Actual Compared to UCF Plan</i>	2016-17				2015-16			
	Actual	Plan	Difference	% Variance	Actual	Plan	Difference	% Variance
Summer	244,369	239,222	5,147	2.2%	233,465	229,982	3,483	1.5%
Fall	689,965	685,040	4,925	0.7%	673,558	659,726	13,832	2.1%
Spring <sup>4</sup>	660,231	657,650	2,581	0.4%	644,212	631,585	12,627	2.0%
	1,594,565	1,581,912	12,653	0.8%	1,551,235	1,521,293	29,942	2.0%

<i>Current Year Compared to Prior Year</i>	2016-17				2015-16			
	2016-17	2015-16	Difference	% Variance	2015-16	2014-15	Difference	% Variance
Summer	244,369	233,465	10,904	4.7%	233,465	225,671	7,794	3.5%
Fall	689,965	673,558	16,407	2.4%	673,558	651,023	22,535	3.5%
Spring <sup>4</sup>	660,231	631,585	28,646	4.5%	644,212	629,415	14,797	2.4%
	1,594,565	1,538,608	55,957	3.6%	1,551,235	1,506,109	45,126	3.0%

### *Additional Statistical Information*

	2016-17	2015-16	Difference	% Variance
Student headcount - Fall 2016 and 2015	64,335	63,016	1,319	2.1%
Percent in-state students - Fall 2016 and 2015	92.5%	93.3%	-0.8%	
Foundation endowment - June 30, 2016, and 2015	\$ 144,921,082	\$ 148,880,171	\$ (3,959,089)	-2.7%
Foundation assets - June 30, 2016, and 2015	\$ 301,206,225	\$ 289,918,298	\$ 11,287,927	3.9%
On-campus housing, including Greek housing <sup>2</sup>	6,907			
Rosen Campus housing <sup>2</sup>	384			
Affiliated housing <sup>2</sup>	3,756			
Managed housing <sup>2</sup>	594			
Gross square footage - Orlando Campus <sup>3</sup>	8,217,095			
Acreage - Orlando Campus <sup>3</sup>	1,415			

<sup>1</sup> Medical students are not included in student credit hours.

<sup>2</sup> As of September 2016.

<sup>3</sup> As of March 2016.

<sup>4</sup> Spring 2017 data is preliminary.

## University of Central Florida Operating Budget Status

March 31, 2017

### *Budgets*

**Educational & General.** The Educational & General budget includes expenditures for instructional activities and related administrative support. This budget is funded by general revenue, Educational Enhancement funds, and student fees. E&G student fees include tuition and out-of-state fees.

**Auxiliary Enterprises.** Auxiliary enterprises include those activities that are not instructional in nature but support the operation of the university. The primary auxiliary areas include Housing, Student Health Services, Parking Services, Computer Store, Telecommunications, Continuing Education, Dining Services, and the Bookstore. The auxiliaries must generate adequate revenue to cover expenditures and allow for future renovations and building or equipment replacement, if applicable. Several of the auxiliaries are partially or wholly funded by student fees, including Student Health Services, Parking Services, and Material and Supply Fees.

**Sponsored Research.** Sponsored research includes research activities that are funded by federal, state, local, and private funds.

**Student Financial Aid.** The student financial aid budget largely represents scholarship and loan funds that are received by the university and subsequently disbursed to students. Large disbursements of these funds occur at the beginning of the Fall and Spring semesters. The expenditures in this budget will, therefore, not coincide with the months remaining in the year.

**Student Activities.** The student activities budget is funded by the Activity and Service Fee paid by the students and includes expenditures for student government and student clubs and organizations. This budget also includes all expenditures for the Student Union and the Recreation and Wellness Center. Expenditures for these entities are funded by the Activity and Service Fee and by revenue generated through functions in the facilities.

**Concessions.** The concessions budget is funded from vending machine revenue. These funds are used for events and other expenditures that support the university.

**Technology Fee.** The technology fee was established in January 2009 as allowed by Florida Statute 1009.24. The university began charging 5 percent of the tuition per credit hour beginning in the Fall term of the 2009-10 academic year. A committee and guidelines for the allocation and use of the technology resources were established. The revenue from this fee will be used to enhance instructional technology resources for students and faculty.

## University of Central Florida Operating Budget Status

March 31, 2017

### *Expenditure Categories*

**Salaries and Benefits.** Salaries and benefits include salary payments, along with employer benefit costs, including FICA, health insurance, life insurance, disability insurance, and pre-tax benefits. Benefits are approximately 30 percent of salaries for permanent employees.

**Expenses.** Expenses include office supplies, repairs, maintenance costs, contract services, and all other items not included as salaries, capital purchases, or debt service.

**Capital Purchases.** Capital purchases include personal property with a value of \$5,000 or more and library resources with a value of \$250 or more, and an expected life of one year or more.

**Debt Service.** Debt service includes principal and interest payments on bonds and other loans within the university.

ITEM: FFC-2

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** 2017-18 University Operating Budget

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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

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

<sup>1</sup> See Attachment B for detail of the change in budget.

<sup>2</sup> 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.

<sup>3</sup> See Attachment C for detail of the change in budget.

<sup>4</sup> 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
<b>2016-17 adjusted budget</b>	<b>\$ 334,391,519</b>	<b>\$ 270,952,196</b>	<b>\$ 605,343,715</b>
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 <sup>1</sup>	-		-
Emerging Preeminent University <sup>1</sup>	-		-
Plant Operation and Maintenance <sup>2</sup>	-		-
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
<b>Unique University issues:</b>			
<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
<b>2017-18 beginning budget</b>	<b>\$ 352,774,365</b>	<b>\$ 288,814,929</b>	<b>\$ 641,589,294</b>

<sup>1</sup> To be determined and approved by the Board of Governors in June.

<sup>2</sup> 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**

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

## Attachment C

## University of Central Florida Auxiliary Enterprises Proposed Operating Budget

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

<sup>1</sup> 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.

<sup>2</sup> Increase in Parking Services is due to the UCF Downtown Garage.

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

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

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

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

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

<sup>8</sup> 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
<b>Educational &amp; General<sup>1</sup></b>	\$ 432,490,227	\$ 758,974,527	57.0%	80.3%
<b>Medical School<sup>1</sup></b>	31,894,704	58,902,394	54.1%	72.4%
<b>Auxiliary Enterprises</b>	139,322,484	251,990,997	55.3%	82.8%
<b>Sponsored Research</b>	103,317,099	160,694,000	64.3%	91.5%
<b>Student Financial Aid</b>	428,783,650	513,219,163	83.5%	93.4%
<b>Student Activities</b>	15,081,149	23,750,000	63.5%	99.4%
<b>Technology Fee</b>	4,699,381	9,100,000	51.6%	87.6%
<b>Concessions</b>	505,548	750,000	67.4%	82.2%
<b>Total Operating Budget</b>	<u>\$ 1,156,094,242</u>	<u>\$ 1,777,381,081</u>	<u>65.0%</u>	<u>85.6%</u>

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

**ITEM: FFC-3**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** 2017-18 Capital Outlay Budget

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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

Attachment A

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

<b>Projects funded by Public Education Capital Outlay (PECO)</b>	<b>2017-18</b>	<b>Funded</b>
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	-
<b>TOTAL</b>	<b>\$ 94,999,826</b>	<b>\$ -</b>

<b>Projects funded by donations and the Courtelis Facility Matching Grant Program</b>	<b>Cumulative 2017-18</b>	
	<b>Donations</b>	<b>Courtelis</b>
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	-
<b>TOTAL</b>	<b>\$ 27,948,753</b>	<b>\$ -</b>

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

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

<b>Projects constructed or acquired with proceeds from other state sources</b>	<b>2017-18</b>	<b>Funded</b>
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
<b>TOTAL</b>	<b>\$ 43,517,834</b>	<b>\$ 43,517,834</b>

<b>Projects constructed or acquired with proceeds from non-state sources, including debt</b>	<b>2017-18</b>	<b>Funded</b>
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	-
<b>TOTAL</b>	<b>\$ 801,848,669</b>	<b>\$ 198,180,000</b>

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

<b>Plant Operations and Maintenance</b>	<b>2017-18</b>	<b>Funded</b>
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	\$ -
<b>TOTAL</b>	<b>\$ 8,364,572</b>	<b>\$ -</b>

**ITEM: INFO-2**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Equipment Fees for 2017-18

**DATE:** May 18, 2017

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For information only.

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**Supporting documentation:** Attachment A: Undergraduate and Graduate Equipment Fees for 2017-18  
Attachment B: Equipment Fees

**Prepared by:** Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies  
Elizabeth Dooley, Vice Provost for Teaching and Learning and Dean of the College of Undergraduate Studies

**Submitted by:** Dale Whittaker, Provost and Executive Vice President

Attachment A

**Undergraduate and Graduate Equipment Fees for 2017-18**

Program	New or Revised	2016 Fee Full-Time	2017 Fee Full-Time	Change from 2016	Notes
<b>UNDERGRADUATE</b>					
<b>There were no modifications or newly approved equipment fees for undergraduate programs for 2017-18.</b>					
<b>GRADUATE</b>					
<b>There were no modifications or newly approved equipment fees for graduate programs for 2017-18.</b>					

Attachment B

**Equipment Fees**

This file contains cumulative equipment fees since 2007-08. No changes were made for 2017-18.

**College of Arts and Humanities**

Undergraduate	Graduate
<p style="text-align: center;"><b>Architecture B.D.</b></p>	
<p>Equipment 27" monitors and other computer-related equipment, docking stations, large format plotters, ethernet switch, lab license.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>	
<p style="text-align: center;"><b>Art B.A. and Art B.F.A.</b></p>	
<p>Equipment Replace or repair electronic hardware, traditional studio art equipment, and computer software for art history, ceramics, 3-D design, drawing, painting, photography, sculpture, art animation, and printmaking classes.</p> <p>Full-time: \$63.00      Part-time: \$31.50</p>	
<p style="text-align: center;"><b>Digital Media B.A.</b></p>	
<p>Equipment Maintain or replace equipment used in service of student learning for aging or outdated equipment, upgrades of software, and licensing fees.</p> <p>Full-time: \$33.00      Part-time: \$16.50</p>	
<p style="text-align: center;"><b>Cinema Studies B.A., Film B.A., Film B.F.A., and World Cinema B.A.</b></p>	
<p>Equipment Purchase, maintain, and replace cameras, lights, light stands, video desks, and similar equipment.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>	
<p style="text-align: center;"><b>Music B.A., Music B.M.E., Music B.M.</b></p>	
<p>Equipment Maintain piano; and maintain and replace wind, brass, string, and percussion instruments.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>	
<p style="text-align: center;"><b>Theatre B.A. and Theatre B.F.A.</b></p>	
<p>Equipment Maintain and replace equipment for the theatre-computer lab, design studio, scene shop, mainstage, blackbox, box office, rehearsal studios, costume shop, dance studios, and production vehicles.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>	
<p style="text-align: center;"><b>Photography B.S.</b></p>	
<p>Equipment Purchase, maintain, and replace computers, large and small format printers, and cameras, lenses, and tripods.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>	
	<p style="text-align: center;"><b>Studio Art and Computer M.F.A.</b></p>
	<p>Equipment Purchase graphic design computers and software, printer, videocamera, digital camera, software, including adobe creative suite and macromedia dreamweaver.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>
	<p style="text-align: center;"><b>Music M.A.</b></p>
	<p>Equipment Maintain piano; and maintain and replace wind, brass, string, and percussion instruments.</p> <p>Full-time: \$90.00      Part-time: \$45.00</p>

**College of Business Administration**

<u>Undergraduate</u>	
<b>Finance B.S. and Real Estate B.S.</b>	
Equipment	Equip, maintain, and staff six computer-testing laboratories. License and maintenance for Bloomberg terminals.
Full-time:	\$50.00
Part-time:	\$25.00
<b>Business Administration: Accounting B.S.B.A., Business Economics B.S.B.A., Economics B.A., Integrated Business B.S.B.A., Management B.S.B.A., Marketing B.S.B.A.</b>	
Equipment	Equip, maintain, and staff six computer-testing laboratories.
Full-time:	\$30.00
Part-time:	\$15.00

<u>Graduate</u>	

**College of Education**

<u>Undergraduate</u>	
<b>Elementary Education B.S.</b>	
Equipment	Use of TeachLive classroom simulation program.
Full-time:	\$12.00
Part-time:	\$6.00
<b>All Secondary Education Degrees (Art Ed, Language Arts, Math Ed, Foreign Language Ed, Science Ed, and Social Studies Ed)</b>	
Equipment	Use of TeachLive classroom simulation program.
Full-time:	\$24.00
Part-time:	\$12.00

<u>Graduate</u>	
<b>Educational Leadership M.Ed.</b>	
Equipment	Services of three technicians for the TeachLivE and TeachAARS simulator as well as equipment replacement.
Full-time:	\$32.00
Part-time:	\$16.00
<b>School Psychology Ed.S.</b>	
Equipment	Purchase and maintain intelligence, achievement, process, and adaptive test instruments that will be used for 10 years.
Full-time:	\$90.00
Part-time:	\$45.00
<b>All Teacher Education M.A.T. programs</b>	
Equipment	Use of TeachLivE and TeachAARS classroom simulator as well as equipment replacement.
Full-time:	\$64.00
Part-time:	\$32.00

College of Engineering and Computer Science

Undergraduate	Graduate
	<b>Aerospace Engineering M.S.A.E.</b>
	Equipment Purchase and maintain subsonic wind tunnel, supersonic wind tunnel, helicopter experiment sets, bench top heat exchanger, volumetric hydraulic bench, and modal analysis experiment stations. Full-time: \$90.00 Part-time: \$45.00
<b>Civil Engineering B.S.C.E. and Construction Engineering B.S.Con.E.</b>	<b>Civil Engineering M.S.</b>
Equipment Purchase, maintain, and replace equipment as presented in the schedule for the Geotechnical Labs, Measurements Lab, Structures Lab, Hydraulics Lab, and Computer Lab. Full-time: \$85.00 Part-time: \$43.00	Equipment Purchase and maintain triaxial apparatus bench, triaxial permeability apparatus, gradient ratio permeameter, vibratory table, relative density mold, gyratory compactor, hush pump, and hydraulic distribution jacks, and other pieces of equipment. Full-time: \$16.00 Part-time: \$8.00
	<b>Civil Engineering M.S.C.E.</b>
	Equipment Purchase and maintain gas spectrometer, electrokinetic analyzer, recirculating chiller, spectrofluorometer, turbidimeter, freeze dryer, pH control unit, oxygen meter, exhaust condenser, and refrigerated incubator, and other pieces of equipment. Full-time: \$16.00 Part-time: \$8.00
	<b>Civil Engineering Ph.D.</b>
	Equipment Purchase asphalt testing machine, ovens, load test machine, centrifugal pump, water tank and pump, turbine system, and venturi meter, among other items to support the Hydraulics, Hydrology, Structures, and Geotechnical and Pavement Laboratories. Full-time: \$16.00 Part-time: \$8.00
<b>Computer Science B.S.</b>	<b>Computer Science M.S. and Ph.D.</b>
Equipment Purchase, maintain, and replace equipment as presented in the schedule for Harris Engineering Center Programming Laboratories and Harris Engineering Center Network and Problem Solving Laboratory. Full-time: \$57.00 Part-time: \$28.00	Equipment Purchase and maintain workstations, high volume printer, servers, network switches, and routers for the Programming Laboratory and the Network and Problem Solving Laboratory. Full-time: \$34.00 Part-time: \$17.00
<b>Computer Engineering B.S.Cp.E.</b>	<b>Computer Engineering M.S.Cp.E and Ph.D.</b>
Equipment Purchase, maintain, and replace equipment as presented in the schedule for Probe Station Lab, Microelectronics Lab, Computing Systems Lab, Evaluation, Proficiency, and Test Center, Medical Robotics Lab, Smart Lab, Characterization Lab, Senior Design Lab, RF and Microwave Lab, Signals and Communications Lab, and Electronics Lab. Full-time: \$84.00 Part-time: \$42.00	Equipment Purchase and maintain proto-boards, resistor and capacitor substitutional boxes, network printers, PCs, and other pieces of equipment. Full-time: \$28.00 Part-time: \$14.00
	<b>Digital Forensics M.S.</b>
	Equipment Purchase and maintain switches, routers, forensic tool kit, forensic target hard drives, and PCs. Full-time: \$82.00 Part-time: \$41.00
<b>Electrical Engineering B.S.E.E.</b>	<b>Electrical Engineering M.S.E.E. and Ph.D.</b>
Equipment Purchase, maintain, and replace equipment as presented in the schedule for Probe Station Lab, Microelectronics Lab, Computing Systems Lab, Evaluation, Proficiency, and Test Center, Medical Robotics Lab, Smart Lab, Characterization Lab, Senior Design Lab, RF and Microwave Lab, Signals and Communications Lab, and Electronics Lab. Full-time: \$90.00 Part-time: \$45.00	Equipment Purchase and maintain computers, digitizing oscilloscopes, power supplies, logic analyzers, meters, soldering stations, function generators, and other pieces of equipment. Full-time: \$90.00 Part-time: \$45.00
<b>Environmental Engineering B.S.Env.E.</b>	<b>Environmental Engineering M.S.Env.E.</b>
Equipment Purchase, maintain, and replace equipment as presented in the schedule for the Environmental Process Lab, Chemical and Biological Process Lab, Computer Lab, Geotechnical Lab, and Hydraulics Lab. Full-time: \$87.00 Part-time: \$44.00	Equipment Purchase and maintain turbidimeter, spectrometer, conductivity meter, pH meters, gas chromatograph, meters, and process control labs. Full-time: \$16.00 Part-time: \$8.00
	<b>Environmental Engineering Ph.D.</b>
	Equipment Purchase and maintain turbidimeter, spectrometer, conductivity meter, pH meters, gas chromatograph, meters, and process control labs. Full-time: \$16.00 Part-time: \$8.00

<b>Industrial Engineering B.S.I.E.</b>	
Equipment	Purchase, maintain, and replace equipment for the Metrology Laboratory, Facilities and Work Design Laboratory, Ergonomics Laboratory, and Senior Design Laboratory.
Full-time: \$40.00	Part-time: \$20.00
<b>Information Technology B.S.</b>	
Equipment	Purchase, maintain, and replace equipment as presented in the schedule for Harris Engineering Center Programming Laboratories and Harris Engineering Center Network and Problem Solving Laboratory.
Full-time: \$47.00	Part-time: \$23.00
<b>Aerospace Engineering B.S.A.E. AND Mechanical Engineering B.S.A.E.</b>	
Equipment	Purchase, maintain, and replace equipment for the Materials Characterization Laboratory, Mechanical Testing Laboratory, Measurements and Fluid Mechanics Laboratory, Computational Mechanics Laboratory, Thermo-Mechanical Measurement Laboratory, Dynamics and Controls Laboratory, and the Wind Tunnel.
Full-time: \$90.00	Part-time: \$45.00

<b>Environmental Sciences M.S.</b>	
Equipment	Purchase and maintain turbidimeter, spectrometer, conductivity meter, pH meters, gas chromatograph, meters, and process control labs.
Full-time: \$16.00	Part-time: \$8.00
<b>Industrial Engineering M.S.</b>	
Equipment	Purchase and maintain micrometers, calipers, multiplexer, vibrometry meters, and PCs.
Full-time: \$58.00	Part-time: \$29.00
<b>Industrial Engineering M.S.I.E.</b>	
Equipment	Purchase and maintain molding machines, sanders and grinders, saws, CAD stations, coordinate and roughness measuring instruments, stereolithography machine, thermojet rapid prototyping machine, and vibrometry meters.
Full-time: \$58.00	Part-time: \$29.00
<b>Industrial Engineering Ph.D.</b>	
Equipment	Purchase and maintain micrometers, calipers, multiplexer, vibrometry meters, and PCs.
Full-time: \$58.00	Part-time: \$29.00
<b>Materials Science and Engineering M.S.M.S.E. and Ph.D.</b>	
Equipment	Purchase and maintain Electron microscope, JEOL 1010 TEM, and Rigaku II X-ray diffraction equipment.
Full-time: \$17.00	Part-time: \$8.50
<b>Mechanical Engineering M.S.M.E.</b>	
Equipment	Purchase and maintain strain gauge module, thermal module, flow benches, heat exchangers, robot kits, and oscilloscopes.
Full-time: \$90.00	Part-time: \$45.00
<b>Mechanical Engineering Ph.D.</b>	
Equipment	Purchase and maintain strain gauge module, thermal module, flow benches, heat exchangers, robot kits, and oscilloscopes.
Full-time: \$90.00	Part-time: \$45.00

College of Health and Public Affairs

Undergraduate	
<b>Athletic Training B.S.</b>	
Equipment	Purchase Plinth Treatment Tables, desk-height chairs with casters, Electrical Stimulation and Ultrasound Combination Unit, Nebulizer, Datatherm II (Thermometer), Airway Larry, PowerHeart AED Trainer, helmets for spinal injury, specialty camera, Hydroculator.
Full-time:	\$39.00                      Part-time: \$19.50
<b>Communication Sciences and Disorders B.A. and B.S.</b>	
Equipment	Purchase and maintain voice analysis software and associate hardware, anatomical models of auditory systems, video otoscopes with computers and software, interactive software anatomical models.
Full-time:	\$20.00                      Part-time: \$10.00
<b>Health Sciences - Athletic Training B.S.</b>	
Equipment	Purchase and maintain ultrasound and electrical stimulation equipment, biograph monitoring system, and calibration hardware.
Full-time:	\$15.00                      Part-time: \$7.50

Graduate	
<b>Communication Sciences and Disorders M.A.</b>	
Equipment	Purchase spirometers, sensimetrics, headphones, multi-speech and multi-voice profiles, speech-science laboratory computers, anatomical models, software for phonetic transcription, portable audiometers, portable tympanometers, otoscopes, digitized speech-voice-output devices, dynamic display voice-output devices, text-to-speech-voice output devices, videomonitoring, nasometer, and electroglottographs equipment.
Full-time:	\$90.00                      Part-time: \$45.00
<b>Physical Therapy D.P.T.</b>	
Equipment	Purchase metabolic cart, traction equipment, electronic treatment tables, electrical stimulation equipment, ultrasound equipment, EMG nerve conduction velocity testing, diathermy equipment, evoked potential testing equipment, exercise bicycles, and treadmills.
Full-time:	\$90.00                      Part-time: \$45.00
<b>Public Affairs Ph.D.</b>	
Equipment	Purchase software MPLUS, DTREG, and GIS; maintain lab and computer equipment.
Full-time:	\$40.00                      Part-time: \$20.00
<b>Social Work M.S.W.</b>	
Equipment	Purchase digital video cameras with tripods, video monitors, computer workstations, and DVD, DVR, and VHS players.
Full-time:	\$35.00                      Part-time: \$17.50

**Rosen College of Hospitality Management**

Undergraduate

<b>Event Management B.S., Hospitality Management B.S., and Restaurant and Foodservice Management B.S.</b>	
Equipment	Maintain kitchen and bar laboratories, as well as theater sound and light system.
Full-time:	\$75.00
Part-time:	\$37.50

Graduate

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**College of Nursing**

Undergraduate

<b>Nursing B.S.N.</b>	
Equipment	Purchase adult manikins, AED simulator, audioscope, blood pressure simulator, catheters, doppler, enteric feeding equipment, child manikins, human patient simulator, hydraulic transfer stretcher, IV pump, incentive spirometer, METI simulation warranty, nursing baby VitaSim, prostate palpation model, Saunders physical exam and health assessment, suction machines, torso models, VitaSim control unit, Welch Allyn transformer, and wound care model kit.
Full-time:	\$50.00
Part-time:	\$25.00

Graduate

<b>Nursing M.S.N. and Ph.D.</b>	
Equipment	Purchase abdominal palpitation model, auscultation training simulator, cervical effacement and dilation model and board, ear model, empathy belly pregnancy simulator, fetal monitoring and labor progression model, human patient simulator, knee injection model, uterine fetal development models, birthing simulator manikins, pelvic exam simulator model, spinal injection simulator, shoulder injection model, and other equipment.
Full-time:	\$90.00
Part-time:	\$45.00
<b>Doctor of Nursing Practice</b>	
Equipment	Purchase dynamic airway and lung compliance simulator, airway trainer, life pack defibrillator, chest tube manikin, lumbar puncture trainer, slit lamp, human chest simulators, simulator software upgrades, and chest tube and lumbar puncture trainer repair.
Full-time:	\$90.00
Part-time:	\$45.00

**College of Optics and Photonics**

<b>Photonic Science and Engineering B.S.P.S.E.</b>	
Equipment	Oscilloscopes, grating spectrometer, data acquisition computers with A/D cards, optical power meters, telecommunications laser diodes, erbium doped fiber amplifiers, and fiber fusion splicer.
Full-time:	\$60.00
Part-time:	\$30.00

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College of Sciences

Undergraduate

<b>Biology B.S.</b>	
Equipment	Maintain and replace lab equipment across 15 different courses.
Full-time:	\$49.70
Part-time:	\$24.85
<b>Chemistry B.S. and Forensic Science B.S.</b>	
Equipment	Purchase equipment upgrades, replacements, and service contracts for magnetic resonance spectrometer, gas mass spectrometer, infrared spectromotor, liquid chromatography system, infrared microscope system, and optical light microscopes.
Full-time:	\$90.00
Part-time:	\$45.00

<b>Advertising and Public Relations B.A.</b>	
Equipment	Purchase and maintain computers and software for two computer and testing laboratories.
Full-time:	\$30.00
Part-time:	\$15.00
<b>Journalism B.A.</b>	
Equipment	Purchase and maintain computers, scanners, and software for two computer and testing laboratories.
Full-time:	\$44.00
Part-time:	\$22.00

Graduate

<b>Chemistry M.S.</b>	
Equipment	Maintain and upgrade two high-field nuclear magnetic spectrometers, two infrared spectrometers, two gas chromatography and mass spectrometers, UV-visible spectrophotometers, thermal and mechanical analysis instrumentation, scanning probe microscope, and confocal and polarized light microscopy equipment.
Full-time:	\$90.00
Part-time:	\$45.00
<b>Chemistry Ph.D.</b>	
Equipment	Maintain and upgrade two high-field nuclear magnetic spectrometers, two infrared spectrometers, two gas chromatography/mass spectrometers, UV-visible spectrophotometers, thermal and mechanical analysis instrumentation, scanning probe microscope, and confocal and polarized light microscopy equipment.
Full-time:	\$90.00
Part-time:	\$45.00
<b>Communication M.A.</b>	
Equipment	Purchase and maintain software licenses for 23 computers.
Full-time:	\$16.00
Part-time:	\$8.00

Radio-Television B.A.	
Equipment	Purchase and maintain cameras, tape decks, video server, video switcher, effects generator, light board, video monitor, audio decks, newsroom computers, video edit stations, graphic workstations, microphones, and headphones.
Full-time:	\$90.00                      Part-time: \$45.00
Physics B.S.	
Equipment	Purchase and maintain atomic force microscope, lock-in amplifier, advanced ultrasonic lab instruments.
Full-time:	\$24.80                      Part-time: \$12.40
Psychology B.A. and B.S.	
Equipment	Purchase license renewals and computers for teaching laboratory, computer maintenance, projector replacement, and other equipment.
Full-time:	\$26.00                      Part-time: \$13.00
Social Sciences: International and Global Studies B.A., Political Science B.A. and Sociology B.A.	
Equipment	Maintain joint-use computer laboratory equipment and software.
Full-time:	Part-time:
Political Sci: \$10.00	Political Sci: \$5.00
Sociology: \$10.00	Sociology: \$5.00
Int and Glo St: \$10.00	Int and Glo St: \$5.00

Forensic Science M.S.	
Equipment	Maintain and upgrade two high-field nuclear magnetic spectrometers, two infrared spectrometers, two gas chromatography and mass spectrometers, UV-visible spectrophotometers, thermal and mechanical analysis instrumentation, scanning probe microscope, and confocal and polarized light microscopy equipment.
Full-time:	\$90.00                      Part-time: \$45.00
Political Science M.A.	
Equipment	Maintain and upgrade 17 lab computers, five printers, licenses, and security camera. Fees are distributed among multiple laboratories.
Full-time:	\$39.00                      Part-time: \$19.50
Applied Sociology M.A. and Ph.D.	
Equipment	Maintain and upgrade 17 lab computers, five printers, licenses, and security camera. Fees are distributed among multiple laboratories.
Full-time:	\$39.00                      Part-time \$19.50
Security Studies Ph.D.	
Equipment	Maintain and upgrade 17 lab computers, five printers, licenses, and security camera. Fees are distributed among multiple laboratories.
Full-time:	\$39.00                      Part-time \$19.50

**College of Medicine**

Undergraduate

<b>Molecular Biology and Microbiology B.S., Biotechnology B.S., Medical Laboratory Sciences B.S.</b>	
Equipment	Purchase and maintain equipment used in labs. Requesting only 80 percent because some courses serve non-majors.
Full-time:	\$78.00
Part-time:	\$39.00

Graduate

<b>Doctor of Medicine</b>	
Equipment	Purchase laptop, mobile device, and access to and use of two multi-function printers.
Full-time:	\$601.00
Part-time:	\$0.00

**The Burnett Honors College**

Undergraduate

<b>Burnett Honors College</b>	
Equipment	Purchase and maintain computers, monitors, scanners, printers, video cameras, software, and associated items.
Full-time:	\$35.00
Part-time:	\$17.50

Graduate

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**College of Graduate Studies**

Graduate


<b>Modeling and Simulation M.S.</b>	
Equipment	Purchase and maintain SMART board, HD video camera, LCD projector, computer, video conference system, and associated items.
Full-time:	\$27.00
Part-time:	\$13.50
<b>Modeling and Simulation Ph.D.</b>	
Equipment	Purchase and maintain SMART board, HD video camera, LCD projector, computer, video conference system, and associated items.
Full-time:	\$27.00
Part-time:	\$13.50

ITEM: FFC-4

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** University Depositories

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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.

<b>FEIN</b>	<b>INSTITUTION</b>	<b>HOME OFFICE LOCATION</b>
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
<b>941687665</b>	<b>BANK OF AMERICA, N.A.</b>	<b>CHARLOTTE, NC</b>
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

<b>FEIN</b>	<b>INSTITUTION</b>	<b>HOME OFFICE LOCATION</b>
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
<b>221186387</b>	<b>VALLEY NATIONAL BANK*</b>	<b>PASSAIC, NJ</b>
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: FFC-5**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** UCFAA Line of Credit Increase

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

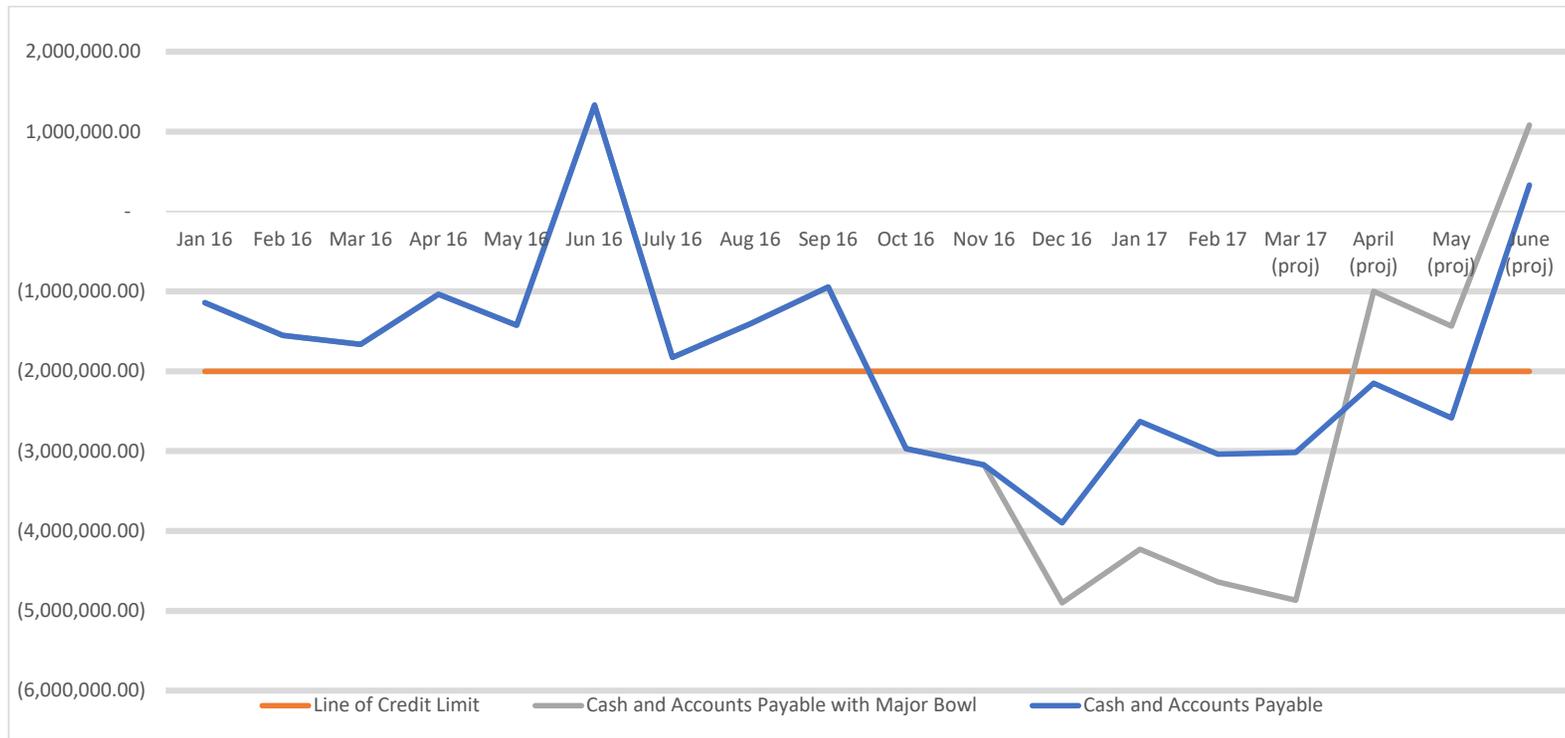
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**Supporting documentation:** Attachment A: UCF Athletics Association Cash Flow

**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: FFC-6**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Proposed Building Name Changes

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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: FFC-7**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Acquisition of Property for Partnership IV, Part II

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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

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**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

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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

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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

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

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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

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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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](mailto:rtouzet@banyanstreet.com) and [twhite@banyanstreet.com](mailto: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](mailto: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](mailto: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.

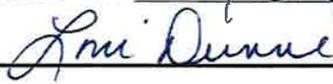
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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Witnesses:

**SELLER:**  
**BANYAN STREET / GAP RESOURCE**  
**SQUARE TWO OWNER LLC,**  
a Delaware limited liability company

  
 \_\_\_\_\_  
 Print Name: Harry 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

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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**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

**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: \_\_\_\_\_  
\_\_\_\_\_

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:  
\_\_\_\_\_

**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"), .

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:

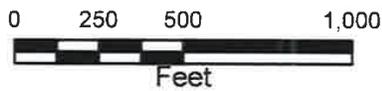
Commence at the Southwest corner of said Lot 1, Block 9 for a Point of Reference, thence run North 00°09'52" East, along the West line of said Lot 1, Block 9, 1083.78 feet to the Easterly terminus of the South line of said Lot 1, Block 9 and the Point of Beginning; thence run North 89°28'34" West, along 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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1049215.1



Subject Parcel



**University of Central Florida**  
**Banyan Street/Gap Resource Square Two Owner, LLC**

Orange County, Florida

Data Sources:  
 1) Sketch & Description  
 2) NAVTEQ Roads  
 3) Bing Aerials

File Location: \\FLD\EP1\veh\_cad\Counica\_CIS\Orange\ORL\_Research\_BLDG\Agrida\_aerial\_ORL\_Research\_BLDG.mxd  
 Date Saved: 4/17/2017 1:23:55 PM

ITEM: FFC-8

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Amendment to Agreement Between UCF and ICAMR

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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:

<p>ICAMR          Chester Kennedy          Chief Executive Officer          400 W. Emmett St.          Kissimmee, FL 34741          407-742-4254 office          407-221-4346 cell  <a href="mailto:fran.Korosec@ucf.edu">fran.Korosec@ucf.edu</a></p>	<p>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  <a href="mailto:Elizabeth.Klonoff@ucf.edu">Elizabeth.Klonoff@ucf.edu</a></p>
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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.**

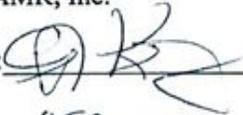
1. UCF may terminate this Agreement at any time for refusal by ICAMR to allow public access, mandated by law, to all documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by ICAMR or UCF in conjunction with this Agreement.
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:  \_\_\_\_\_

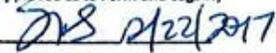
Its: CEO \_\_\_\_\_

UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES

By:  \_\_\_\_\_

Its: \_\_\_\_\_

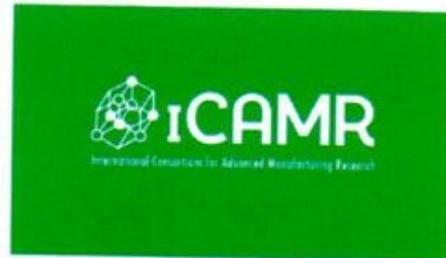
Approved as to Form and Legality



**Exhibit A**  
**ICAMR Procurement Guidelines**

VERSION 1.0

JUNE 9, 2016



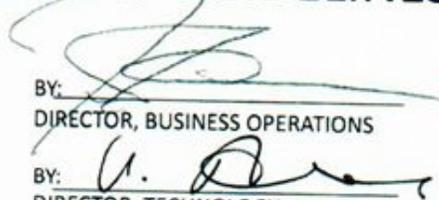
## PROCUREMENT GUIDELINES

REVIEWED AND APPROVED BY:

BY:  
CEO

  
Dan W. Holler  
DIRECTOR, BUSINESS DEVELOPMENT

BY:  
DIRECTOR, BUSINESS OPERATIONS

  
U. [unclear]  
DIRECTOR, TECHNOLOGY

ICAMR – Procurement Guidelines

Date: September 13, 2016  
 Document No: ICAMR-001  
 Revision No: 00

## 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
<b>Bid Process Required</b>	No	Yes	Yes
<b>Acceptable Forms of Price Comparison</b>	N/A	Formal written quotes on vendor’s letterhead	RFP – formal responses
<b>Minimum # of Bids Required</b>	1	3	3
<b>Submit Bid Documentation to the Buyer, specified in section C below</b>	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 and UCFRF's names 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](mailto: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](mailto: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](mailto: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 as to Form and Legality  
[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.

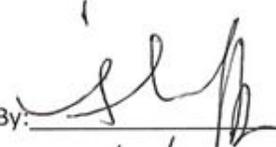
The above referenced modifications are hereby incorporated into the Memorandum of Understanding. Only the articles, paragraphs, and sections referenced herein are modified, and all other provisions of the Memorandum of Understanding remain unchanged.

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

University of Central Florida  
Research Foundation, Inc.

ICAMR, Inc.

By:   
Date: 2/14/17

By:   
Date: 2/14/17

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
Balakrishan 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
<b>Former Employees</b>					
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: FFC-9**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

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

**DATE:** May 18, 2017

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**PROPOSED COMMITTEE 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.

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**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 ~~were~~ delivered pursuant to the Bond Purchase ~~Agreement~~ Agreement and the proceeds of the Sales Tax Bonds ~~became~~ 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 BuHder 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 feet 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~~7095,000,000, comprised as follows:

(1) a Building Budget of \$~~5075~~5075,000,000 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)~~ (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. eserow 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~~ or 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 (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: 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 10,000 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 1,000, 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.~~

- ~~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/aistles~~
- ~~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. O<sub>2</sub> including evaporators, H<sub>2</sub>, N<sub>2</sub>, 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 8.0 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 @  $0.05''\text{wc}$  to adjacent ambient environment, gowning room @  $0.03''\text{wc}$  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 Sub fab 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 + 1 - 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)~~~~

- 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
<b>INTERIOR BUILD-OUT</b>	
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
<b>Total Level 1</b>	<b>49,920 sf</b>
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
<b>Total Level 2</b>	<b>49,920 sf</b>

Phase 1	
SHELL CONSTRUCTION	100,000 sf
<b>INTERIOR BUILD-OUT</b>	
Level 1	
Lobby/stairs	1,224 sf
Toilets	824 sf
Office/Data-Center	1,536 sf
Office	1,536 sf
Office	5,632 → 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
<b>Total Level 1</b>	<b>17,400 sf</b>
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
<b>Total Level 2</b>	<b>15,800 sf</b>
<b>TOTAL INTERIOR BUILD-OUT</b>	<b>33,300 sf</b>

TOTAL INTERIOR BUILD-OUT 4,840 sf

**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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APPENDIX A	DESCRIPTION OF THE R&D CENTER SITE	
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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 FHTECCUCFRF~~ 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~~ (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 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 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~~ 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 Agreement~~Term 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~~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>&lt;\$750k = \$2M, &gt;\$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 &amp; 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 3.1823. 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 counsell  
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. — 02. MANAGEMENT SERVICES AGREEMENT.** subject to review by tax counsell

(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.~~



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.*