FLORIDA POLYTECHNIC UNIVERSITY

BOARD OF TRUSTEES

AGENDA

City of Lakeland Commission Chamber 228 South Massachusetts Avenue Lakeland, Florida 33801 September 5, 2012 1:00 p.m.

- 1. Call to Order
- 2. Approval of Meeting Minutes
- 3. Discussion, Board Authority

4. Transition Committee Report:

- A. Transition Discussion: Property, Liabilities, Construction, Staffing, Florida Industrial and Phosphate Research Institute (FIPR)
- B. Discussion, Shared Services Agreement

Chair Gidel Mr. Tim Jones, Chief Financial Officer Board of Governors

Trustee Don Wilson Ms. Shirley

Chair Robert Gidel

Chair Gidel

Ms. Vikki Shirley, General Counsel, Board of Governors

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	C. Leases Held by the University of South Florida	Ms. Shirley
	D. Construction Update	Mr. Pete Karamitsanis President & Director, Lighthouse Advisors, Inc.
	E. Contract with Lighthouse Advisors, Inc.	Mr. Chris Kinsley Director, Finance & Facilities, Board of Governors
5.	Delegation of Authority to Transition Committee	Ms. Shirley
6.	Discussion, Committee Work	Chair Gidel
7.	Concluding Remarks and Adjournment	Chair Gidel

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Approval of Minutes of Meetings held August 1, 2012, and August 13, 2012

PROPOSED BOARD ACTION

Approval of Minutes of the meeting held on August 1, 2012, in Orlando; and Minutes of the meeting held on August 13, 2012, via telephone conference call.

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Not applicable

BACKGROUND INFORMATION

Trustees will review and approve the Minutes of the meeting held on August 1, 2012, in Orlando; and the Minutes of the meeting held on August 13, 2012, via telephone conference call.

Supporting Documentation Included: Minutes: August 1, 2012; August 13, 2012

Facilitators/Presenters:

Chair Robert Gidel

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MINUTES FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES KAITAK/MIRABEL ROOM HYATT REGENCY INTERNATIONAL AIRPORT ORLANDO, FLORIDA AUGUST 1, 2012

1. <u>Call to Order</u>

Mori Hosseini, Vice Chair of the Board of Governors and Chair of the Board of Governors Select Committee on Florida Polytechnic University, convened the inaugural meeting of the Board of Trustees, Florida Polytechnic University at 11:32 a.m., with the following members present: Mark Bostick, Dr. Sandra Featherman, Robert Gidel, Dr. Richard "Dick" Hallion, Scott Hammack, Kevin Hyman, Frank Martin, and Donald Wilson.

2. <u>Recognition, Members of Board of Trustees</u>

Mr. Hosseini thanked the Trustees for participating in the morning orientation session. During the orientation, each Trustee provided information about background experiences and goals for the new university. Through these introductions, the Trustees were able to get to know one another.

3. <u>Consideration, Election of Chair and Vice Chair</u>

Mr. Martin moved that the Trustees elect Robert Gidel as Chair and Mark Bostick as Vice Chair for a term ending July 31, 2014. Dr. Hallion seconded the motion, and the Trustees concurred unanimously. Mr. Hosseini congratulated Chair Gidel and asked if he had any comments.

Chair Gidel said that he is driven by the famous words of Thomas Edison, "Vision without execution is hallucination." He is a focused and task-oriented planner. As Trustees, our first challenge is to get on the same page with a vision that we can agree on as a Board. Another challenge is that we just "bought" a campus with a building under construction. We also have the daunting task of coming up with our own academic endeavor.

Chair Gidel said that he thought that he would break the Trustees into four different task groups. He said that he would send out a draft of tasks and assignments. He is excited to work with the Trustees and the people around the State who are excited about the university. He recited a Chinese proverb, "Success has a thousand fathers, and failure is an orphan." His hope is that three years down the road that the Board

will have thousands of people who will want to take credit for the success of the university. Chair Gidel reported that the Board of Governors, the University of South Florida, and the University of Florida have all committed to working as collaborative partners in ensuring the success of Florida Polytechnic University. He wanted to work to build a bridge for that triangle. He acknowledged that the Board has a big, big task, and the most important people are the people in Polk County.

Members of the Board of Governors Select Committee on Florida Polytechnic University Mori Hosseini, Dick Beard, and Norman Tripp offered the congratulations and support of the Board of Governors. Chancellor Frank T. Brogan echoed the words of congratulations and offered assistance from the office of the Board of Governors. Chancellor Brogan said that this is an unprecedented and exciting opportunity.

Vice Chair Bostick thanked the Trustees for the incredible opportunity. He is excited about the venture.

4. Adjournment and Scheduling of Next Meeting

Chair Gidel said that he would like to convene the next meeting within 2-3 weeks. Mr. Hosseini thanked the Trustees for wanting to serve the students and the State by serving on the Board of Trustees of this magnificent university. Mr. Hosseini turned the gavel over to Chair Gidel.

Chair Gidel asked if any of the Trustees have any further discussion. Mr. Hammack said that the challenge is to attract students to the new university, and he things that we have to do it in a new and innovative way. To him, the question is how the State keeps and attracts bright, risk-taking people with high intelligence. He would like to attract 100-500 students who fit that description, offer them experience in private companies while they are enrolled, and have the private companies guarantee these students jobs for two years after graduation.

Dr. Featherman said that she would like to look at a model with no tenure and no football. She would like to think about facilities that are partitionable because programs like engineering require flexibility. She is excited to be part of this opportunity to do something new.

Mr. Hyman said that he wanted to remember that the Board is not operating in a vacuum because they are a part of the State University System. He would like to take advantage of the efficiencies offered by being part of the System. He hopes that the university will be offered the flexibility to do new things.

Chancellor Brogan said that the System recognizes that the time to make change is now. He said that Board of Governors would be open to allowing the university to

do things significantly differently than conventional methodology. The Board of Governors would like to be involved in creating something unique.

Dr. Hallion said that he would like to have a clear focus on mission. He would like to avoid the problem of trying to be all things to all people. He thinks that the tenure issue has to be considered, and he does not favor it. As a person with experience in the museum world, he likes the idea of moveable partitions for the facilities to allow flexibility for the educational programs.

Mr. Martin said that the vision and the mission are critical because they will set the course for what will come. The Board needs to engage the key stakeholders including the students that the university wants to attract and local business groups. The Board needs to understand how flexible the building and facilities are. We need a work plan that will include longer meetings. Finally, the Board needs to think about its academic program and consider beginning as an upper division institution.

Chair Gidel asked if there was further discussion. Having no further business, the meeting was adjourned at 12:10 p.m., August 1, 2012.

Robert Gidel, Chair

Monoka Venters, Corporate Secretary, Board of Governors, State University System of Florida

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MINUTES FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES BY TELEPHONE CONFERENCE CALL TALLAHASSEE, FLORIDA AUGUST 13, 2012

The Chair, Robert Gidel, convened the meeting of the Board of Trustees, Florida Polytechnic University by telephone conference call from Tallahassee at 1:00 p.m., with the following members present: Vice Chair Mark Bostick, Dr. Sandra Featherman, Dr. Richard "Dick" Hallion, Scott Hammack, Kevin Hyman, Frank Martin, and Donald Wilson.

1. <u>Call to Order</u>

Chair Gidel thanked members for participating in the conference call.

2. <u>Consideration, Critical Path Project Plan</u>

Chair Gidel explained that the purpose of the call is to provide an overview of the objectives that need to be accomplished, the tasks before the Board, and to organize the Board to accomplish these objectives. To help the Trustees visualize these tasks, Chair Gidel developed a Critical Path Project Plan that the Trustees received prior to the meeting.

Chair Gidel reported that he has met with members and staff of the Board of Governors, Chair John Ramil and President Genshaft from the University of South Florida, the consultants hired by USF to manage the construction, the outside architects for the project, the general contractor building the project, the Provost of UF and members of his staff, and the management of the Phosphate Institute. Chair Gidel also reported that he had toured the campus site and many of the other properties that may transfer to Poly. He said that he will continue to meet with people to gain the knowledge needed to make the important decisions going forward, and he encouraged other Trustees to do the same.

Chair Gidel explained that the Critical Path Project Plan is far from complete. He provided the document as a way to better understand the sequencing of all of the matters that must take place. Chair Gidel stressed that the need to do things correctly and in the necessary sequence will delay the completion of many of the objectives. He explained that the Board has been asked to oversee and organize the transfer from University of South Florida of the assets of the former USF- Polytechnic University, including a large tract of land and a building under construction. Once accomplished,

these assets, including cash, grants, and other financial commitments will be used to build an independent Polytechnic University.

Chair Gidel pointed out that as of today, the Florida Polytechnic Board has nothing – no money, no people, no obligations, no assets, not even a bank account. Chair Gidel reported that today he received a federal tax ID that will allow the Board to establish a bank account. Chair Gidel explained that the Board needs people to manage the operations, the properties, and the money before the Board can begin the talk about the educational vision of the Poly.

Chair Gidel reported that he has established four committees with two members on each committee. The committees are as follows:

- (1) Transition Committee Rob Gidel and Don Wilson,
- (2) Educational Committee Sandra Featherman and Dick Hallion,
- (3) Financial Mark Bostick and Scott Hammack, and
- (4) Operations Kevin Hyman and Frank Martin.

These committees are tasked with learning what and how each of the objectives on the Critical Path Project Plan can be completed as well as creating a timetable for completing the objectives. Chair Gidel said that the Board will meet again on September 5th to begin to better understand the sequencing, the restrictions, the gotchas, the alternatives, and some of the solutions.

Chair Gidel said that the first objective is to get the transition closed with the University of South Florida (USF). USF will keep the assets and personnel they need to teach-out the students currently enrolled in USF in Lakeland. Assets not needed for the teach-out will transfer to Florida Poly. The list of items to be transferred to Poly consists of leases, vehicles, monies, consulting contracts, the Phosphate Institute, and the campus and the building under construction. The Transition Committee will work on the tasks needed to complete the transaction, but the final decision to accept the transaction and close is a decision for the full Board. Chair Gidel said that the timing of this transaction is urgent because the monies needed by USF for the teach-out are being held until the transaction is completed. He said that he put September 30 in the chart to reflect that urgency.

Chair Gidel said that another task involves the management of the construction site. The Board will need to decide whether to retain the staff currently working on the project under the University of South Florida, including the owner's representative Pete Karamitsanis. Upon completion of the transfer, the Board must be ready to assume responsibility for the construction immediately. Being ready to accept the construction will be a herculean task.

Chair Gidel reported that the next objective on the Critical Path Project Plan chart is organizing the administration. The Operations Committee will handle this task. Chair Gidel said that the Board could enter into a shared services agreement with another university to provide HR, IS, basic legal, and other administrative services until the new university can do so. Chair Gidel reported that he had met with the University of Florida (UF), and they are considering providing these services. UF will construct a proposal for services and a fair fee arrangement for the Board meeting on September 5th.

Chair Gidel said that another grouping of tasks involves the facilities. In addition to the classroom building under construction, other buildings such as student dining, activities, and housing need to be considered. These facilities require sources of funds which will not be an easy task given the state of PECO funding. The Operations Committee will also handle these tasks.

Another group of tasks is establishing the financial infrastructure for the university including establishing basic accounting and budgeting, processing capital from the state, establishing a Direct Service Organization that will become our Foundation, funding the construction and related activities, and setting up the student services systems, which includes tuition, fees, and health. Once the university is accepting and spending money, we must have an audit function operating as well. The Financial Committee will handle these tasks.

Chair Gidel said that we also have a group for educational strategy, policy, and accreditation. This task is the probably most important, so the Educational Committee must first understand the opportunities and limitations of accreditation. The Committee will also begin to design the criteria we will use to chose a President and determine who will execute this strategy.

Chair Gidel said that the final two tasks on the Critical Path Project Plan are the vision statement and marketing. These tasks must be executed as a full Board. Chair Gidel suggested that the Board hold a meeting in late September and use a facilitator or strategic planner to work with the Board on establishing the framework and key elements of a common vision. The goal for the meeting would be developing a statement that can be supported by an executable plan for Poly.

Chair Gidel laid out the ground rules for communication using the staff at the Board of Governors to create a library of documents for each committee. The Board of Governors staff will forward any materials to all Trustees. Chair Gidel called on the Board of Governors General Counsel Vikki Shirley to provide a brief overview of the communications requirements under the Sunshine rules applicable in Florida. Ms. Shirley reviewed the Sunshine law requirements including providing notice of the

meeting and having a corporate secretary at the meeting to take minutes. Ms. Shirley also reviewed the civil and criminal penalties applicable for violations of the law. Dr. Featherman asked whether Committee meetings will need to follow these rules, and Ms. Shirley responded that the rules apply to Committee meetings because two members of the Board are on each committee.

Chancellor Brogan commended Chair Gidel on the extensive work that went into developing the Critical Path Project Plan chart and organizing the work of the Board of Trustees. He also commended the University of Florida for its commitment to assist the Polytechnic through this monumental process. Chancellor Brogan said that the Board of Governors looks forward to being partners with the Florida Polytechnic Board of Trustees in accomplishing both short- and long-term goals.

Chair Gidel clarified that he is not looking for the Committees to accomplish anything before the September 5th Board meeting. The task for the interim period is to become familiar with the materials that are available.

3. Concluding Remarks and Adjournment

Chair Gidel opened the floor for comments from the Trustees.

Mr. Hyman asked for guidance about how to orchestrate meetings with the staff from the University of Florida or other people who are involved. Chair Gidel said that the staff from the Board of Governors is dedicated to helping our Trustees. Chancellor Brogan suggested that Chair Gidel assign a lead contact person for each committee and committed to providing a contact person at the Board of Governors office for each Committee.

Mr. Wilson commented that the idea of contracting for services with another university is a good idea, but he thought that the Board of Trustees needs a Chief Operating Officer who works directly for the Board. Chair Gidel said that there is a sequencing issue – should the Board hire a Chief Operating Officer or close the transaction with the University of South Florida first. He also commented that finding a person with the complete set of skills needed – operating, infrastructure, financial, and construction experience – will be expensive. Mr. Hyman suggested that it might be more reasonable for the University of Florida to hire the person because they have the infrastructure in place to handle hiring. Chair Gidel said that option has been discussed with the University of Florida. He also said that the Board may be able to bifurcate the functions if Pete Karamitsanis can handle the construction aspects. He pointed out that the Board does not currently have access to money to pay anyone. Chair Gidel also suggested that the Board discuss in September who has the authority to hire a Chief Operating Officer.

Mr. Martin asked whether the target date for closing is September 30, 2012. Chair Gidel said that he choose that date to reflect the urgency of the task because the University of South Florida has money for the teach-out hanging in the balance. He recognizes that the urgency is met with necessary caution on the part of the Florida Polytechnic Board because our Board needs to understand the transaction and to be able to handle what is being transferred. Mr. Martin asked whether the information to assess the transfer will be available for review. Chair Gidel explained that the Board of Governors staff would be communicating with the Trustees about how to access that information.

Mr. Hammack commented that getting staff to work directly for the Board of Trustees is the first task in his mind. The second task would be hiring an attorney to handle the transaction. He also agrees that coming up with a vision for doing something new and different is crucial. Chair Gidel agreed that the Board will probably need an outside attorney but probably only to handle a handful of the tasks on the list of closing items, and the Transition Committee will take that advice to heart. He also agreed that the vision is crucial and will be guided by the framework developed by the members of the Educational Committee to meet the accreditation standards. Mr. Hammack pointed out that the Board needs a direction and vision early on that will lead to the creation of something new and different.

Vice Chair Bostick commented that he would like to get a lead assigned for each committee. He also appreciated the offer from Chancellor Brogan to assign a staff person from the Board of Governors to assist with the work of the committees. Both steps will help the work of the Board move forward.

Dr. Hallion seconded the ideas of Vice Chair Bostick. He also commented that he likes the ideas of Mr. Hammack about getting a vision in place to create a new kind of university.

Dr. Featherman requested that the Board set a regular meeting schedule. Chair Gidel said that he would get a meeting calendar to the Trustees by the September 5th meeting. Dr. Featherman asked for direction on what needs to be accomplished before September. Chair Gidel said that the only task is working to understand the tasks ahead and the sequencing. Information will be provided for the Trustees to read.

Chair Gidel said that the meeting on September 5th would be held in Lakeland. There will be a site tour available for members who want to participate. We will also be able to look at models of the site. Details will be forthcoming.

Having no further business, the meeting was adjourned at 1:58 p.m., August 13, 2012.

Robert Gidel, Chair

Monoka Venters, Corporate Secretary, Board of Governors, State University System of Florida

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Discussion of Board Authority

PROPOSED BOARD ACTION

For Information Only

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Article IX, Section 7, Florida Constitution; Chapter 2012-129, Laws of Florida; Board of Governors Regulation 1.001

BACKGROUND INFORMATION

Pursuant to Article IX, Section 7 of the Florida Constitution, university boards of trustees are responsible for administering their respective institutions and have such powers and duties as delegated to the boards from the Board of Governors. The Board of Governors, through regulation, has delegated substantial authority to university boards for all aspects of university operations. Ms. Shirley will provide an overview of the authority delegated to the board.

Supporting Documentation Included: Article IX, Section 7, Florida Constitution Board of Governors Regulation 1.001

Facilitators/Presenters:

Vikki Shirley



CONSTITUTION OF THE STATE OF FLORIDA

AS REVISED IN 1968 AND SUBSEQUENTLY AMENDED

ARTICLE IX

EDUCATION

SECTION 7. State University System.--

(a) PURPOSES. In order to achieve excellence through teaching students, advancing research and providing public service for the benefit of Florida's citizens, their communities and economies, the people hereby establish a system of governance for the state university system of Florida.

(b) STATE UNIVERSITY SYSTEM. There shall be a single state university system comprised of all public universities. A board of trustees shall administer each public university and a board of governors shall govern the state university system.

(c) LOCAL BOARDS OF TRUSTEES. Each local constituent university shall be administered by a board of trustees consisting of thirteen members dedicated to the purposes of the state university system. The board of governors shall establish the powers and duties of the boards of trustees. Each board of trustees shall consist of six citizen members appointed by the governor and five citizen members appointed by the board of governors. The appointed members shall be confirmed by the senate and serve staggered terms of five years as provided by law. The chair of the faculty senate, or the equivalent, and the president of the student body of the university shall also be members.

(d) STATEWIDE BOARD OF GOVERNORS. The board of governors shall be a body corporate consisting of seventeen members. The board shall operate, regulate, control, and be fully responsible for the management of the whole university system. These responsibilities shall include, but not be limited to, defining the distinctive mission of each constituent university and its articulation with free public schools and community colleges, ensuring the well-planned coordination and operation of the system, and avoiding wasteful duplication of facilities or programs. The board's management shall be subject to the powers of the legislature to appropriate for the expenditure of funds, and the board shall account for such expenditures as provided by law. The governor shall appoint to the board fourteen citizens dedicated to the purposes of the state university system. The appointed members shall be confirmed by the senate and serve staggered terms of seven years as provided by law. The commissioner of education, the chair of the advisory council of faculty senates, or the equivalent, and the president of the Florida student association, or the equivalent, shall also be members of the board.

History.--Proposed by Initiative Petition filed with the Secretary of State August 6, 2002; adopted 2002.

1.001 University Board of Trustees Powers and Duties

(1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.

- (2) Composition of Boards; Membership and Organization.
 - (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
 - (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reselected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees. The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal.
 - (c) The university president shall serve as the chief executive officer and corporate secretary of the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting the agenda for meetings of the board of trustees in consultation with the chair.

- (d) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in s. 112.061, Florida Statutes.
- (e) Each board of trustees shall establish the powers and duties of the university president.
- (f) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
- (g) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to s. 768.28, Florida Statutes, for purposes of sovereign immunity.
- (h) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
- (3) University Administration and Oversight.
 - (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
 - (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
 - (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
 - (d) Each board of trustees shall prepare a multi-year workplan/report for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for achieving those priorities, as well as performance expectations and outcomes on institutional and systemwide goals. The workplan/ report shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs.
 - (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.

- (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
- (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
- (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
- (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
- (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
- (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
- (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
- (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (4) Academic Programs and Student Affairs.
 - (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
 - 1. authorization and discontinuance of degree programs;
 - 2. articulation and access;
 - 3. admission and enrollment of students;
 - 4. minimum academic performance standards for the award of a degree;
 - 5. student financial assistance;
 - 6. student activities and organizations;
 - 7. student records and reports;
 - 8. antihazing, related penalties, and program for enforcement;
 - 9. reasonable accommodation of religious observances; and

 uniform student code of conduct and related penalties.
 Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

(b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of

the members of the committee shall be students appointed by the student body president.

- (c) Each board of trustees shall approve the internal procedures of student government organizations.
- (d) Each board of trustees shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of the National Collegiate Athletic Association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
 - (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
 - (b) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
 - (c) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection process and criteria, and the qualifications of the selected candidate to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. A two-thirds vote of the Board of Governors shall

be required to deny confirmation of a candidate selected by a board of trustees.

- (d) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
- (e) Each board of trustees shall develop guidelines for the annual evaluation of the president.
- (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.
- (6) Financial Management.
 - (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
 - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
 - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
 - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations, and shall comply with the guidelines established by the Board of Governors in connection with the authorization, issuance and sale of university and direct support organization debt.
 - (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.

- (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.
- (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
- (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.
- (7) Property and Purchasing.
 - (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
 - (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
 - (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
 - 1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.
 - 2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the

maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.

- 3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
- (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
- (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
- (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
- (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
- (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title thereto shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.

- (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
- (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
- (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.
- (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
- (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
 - (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of healthcare services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
 - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
 - (c) Each board of trustees may establish educational research centers for child development.
 - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.

- (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
- (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const.; History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10.

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Transition Discussion

PROPOSED BOARD ACTION

For Information Only

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Article IX, Section 7, Florida Constitution; Chapter 2012-129, Laws of Florida; Board of Governors Regulation 1.001

BACKGROUND INFORMATION

A meeting of the Transition Committee was held on August 24 at One Poly Place.

Representatives from the USF, UF and the Board of Governors were in attendance to discuss the orderly transfer of assets, contracts, leases, property and funds to Florida Polytechnic.

USF representatives provided all documents necessary for a transfer, including a summary of closing documents. Those closing documents are attached to this agenda item.

Supporting Documentation Included:	1. FPU Funding Overview August 2012
-	2. Lakeland Cash Transfer
	3. Construction Update 8-3-12
	4. Special Warranty Deed
	5. Bill of Sale
	6. Bill of Sale - Exhibit A Inventory of non
	Teach Out
	7. Bill of Sale – Exhibit B Inventory of Teach
	Out
	8. Construction Budget as of June 18, 2012
	9. FIPR memo dated 8-20-01
Facilitators/Presenters:	Rob Gidel, Chair
-	Tim Jones, Board of Governors

STATE UNIVERSITY SYSTEM BOARD OF GOVERNORS

FLORIDA POLYTCHNIC UNIVERSITY FUNDING OVERVIEW FISCAL YEAR 2012-2013

The 2012 General Appropriations Act (Senate Bill 5001) provides funding in the Education and General (E&G) budget entity for the operation of the Florida Polytechnic University (FL Poly) during fiscal year 2012-2013¹ (July 1, 2012 – June 30, 2013).

Fund Source	2012-13 E&G
	Appropriation
General Revenue	\$22,093,995
Education Enhancement Trust Fund	\$367,509
Student Fees TF	\$6,028,073
Phosphate Research TF	\$5,037,035
Total	\$33,526,612

There are four distinct sources of <u>operating</u> funding allocated to FL Poly by the 2012 Legislature:

- 1. General Revenue
- 2. Educational Enhancement TF (Lottery)
- 3. Student Fees TF (Tuition)
- 4. Phosphate Research TF

Funding appropriated in the E&G budget entity is provided for the instructional mission, research, public service, and general operation of the university, and may not be utilized for construction of fixed capital assets. These funds must be spent in accordance with state statute and Board of Governors regulation.

Any E&G funding that remains unexpended at the end of the fiscal year becomes "University E&G Carryforward" funds. Language in Senate Bill 1994 creates section 1013.74(6) Florida Statute which provides that for the years 2011-2012 through 2022-2023, E&G carryforward funding may be used for the construction of legislatively-approved fixed capital outlay projects authorized for the establishment of a new campus.

¹ The Legislature will convene in the spring of 2013 to approve an operating budget for the 2013-14 fiscal year.

E&G Carryforward from prior years have been transferred and utilized for the construction of the new Innovation, Science & Technology building.

General Revenue / Lottery (\$22.5 M):

Both general revenue and lottery funds will be provided as direct payments to FL Poly during the fiscal year. General revenue is forwarded by electronic funds transfer to each of the state universities twice monthly (around the 5th and 20th) per Florida Statute. Payments from lottery dollars, however, are not predetermined but instead are processed when available gaming revenues are transferred by the Lottery Department to the Department of Education (DOE), and subsequently made available by DOE to the state universities in multiple installments - typically during the third and fourth quarters of the fiscal year.

Student Fees Trust Fund (\$6 M):

This source of funding is comprised of revenues collected locally at the university from students for tuition, out-of-state fees, and other mandatory student fees such as the application fee, late registration fees and library fines. The \$6 million in the 2012 General Appropriations Act for FL Poly represents budgetary expenditure authority only – the revenue amount collected from actual student enrollments will likely vary from this estimate. This budget authority is technically related to the students enrolled in the teach-out program administered by USF. If needed, this budget authority will need to be transferred to USF (this transfer would be handled by the Board of Governors Office).

Phosphate Research Trust Fund (\$5 M):

Section 1004.345(2)(2) Florida Statute transfers the Florida Industrial and Phosphate Research Institute (FIPRI) operations and functions to the FL Poly from USF Polytechnic. This funding source is comprised of a percentage of severance tax dollars, generated as a result of phosphate mining in Florida, that are transferred directly to the institute from the Department of Revenue. As with the Student Fees TF, this appropriation represents budgetary expenditure authority only and actual tax collection amounts will vary from the estimate. These funds are restricted by law for use by the FIPRI and may not be utilized for the general operation of FL Poly.

Lakeland Cash Transfer (Unaudited Draft Document)

Based on Cash Balances and Financial Accruals as of June 30, 2012 Excludes Contracts and Grants, RIA funding, Construction Accounts and Committed E & G Carryforward

Cash Balances:	
E & G	9,142,327
Carryforward	1,455,472
Auxiliary Funds	666,715
Total Cash Balance at June 30, 2012	11,264,514
Reduced by:	
Accruals for Invoices, expenses incurred	
prior to June 30, 2012	(224,582)
Summer 2012 Tuition collections less	
expenses already incurred prior to June 30, 2012	(223,220)
Compensated Absences as of June 30, 2012	(877,845)
Total Accruals and Other Reductions at June 30, 2012	(1,325,647)
Less: Committed E & G Carryforward, supported	
by contractual obligations	(679,308)
Balance Due Florida Polytechnic University	9,259,559
Final amount contingent upon reconciliation of required transfers	

between USF Foundation and USF Lakeland E & G accounts and final reconciliation between campuses

Florida Polytechnic University Campus/Facility – Funding Sources

PECO (Public Education Capital Outlay) & General Revenue:

E&G Carry-Forward Operating Funds:(Education & General (E&G)State appropriations for operations not spent during the prior year that have been transferred to the new campus/facility. These funds reside in USF accounts.)2006 FPC Departmental Carry-Forward 2009/10 Carry-Forward (Moved from Renovation Account in 2011) 2011/12 (TBD – estimated to be less than \$10 M) 22??? Total Carry-Forward\$11,645,00Private Commitments: (Private pledges that have been made. Actual donations that have been made will reside in the USF Foundation.)Central Florida Development Council Lakeland Economic Development Council Lakeland Regional Medical Center Polk County Interest Earned Transferred Into Project\$5,000,000State appropriations that have been made. Actual donations that have been made will reside in the USF Foundation.)\$5,000,000Lakeland Regional Medical Center Polk County Interest Earned Transferred Into Project\$313,3862	(State appropriations for the new campus/facility. These funds reside in state accounts until drawn down by USF.)	2005-06 (General Revenue) 2006-07 2008-09 2010-11 2011-12 From Joint Use Lakeland Tech Bldg Excess 2011-12 Total PECO	3,700,000 1,700,000 15,000,000 11,417,200 622,534 <u>35,000,000</u>	\$ 67 <i>1</i> 30 73 <i>1</i>
(Education & General (E&G)2006 FPC Departmental Carry-Forward\$471,000State appropriations for operations not spent during the prior year that have been transferred to the new campus/facility. These funds reside in USF accounts.)2009/10 Carry-Forward (Moved from Renovation Account in 2011)\$3,374,065 \$7,800,000Private Commitments: (Private pledges that have been made. Actual donations that have been made will reside in the USF Foundation.)2011/12 (TBD – estimated to be less than \$10 M)222222Central Florida Development Council Lakeland Economic Development Council Lakeland Regional Medical Center Polk County Interest Earned Transferred Into Project\$500,000 \$10,000,000		Total PECO		\$ 67,439,734
State appropriations for operations not spent during the prior year that have been transferred to the new campus/facility. These funds reside in USF accounts.)2006 FPC Departmental Carry-Forward\$471,0002009/10 Carry-Forward (Moved from Renovation Account in 2011) 2010/11 Carry-Forward\$3,374,0652010/11 Carry-Forward\$7,800,0002011/12 (TBD – estimated to be less than \$10 M) 27??????????Total Carry-Forward\$11,645,000Private Commitments: (Private pledges that have been made. Actual donations that have been made will reside in the USF Foundation.)Central Florida Development Council Lakeland Economic Development Council Lakeland Regional Medical Center Polk County Interest Earned Transferred Into Project\$500,000\$313,862	E&G Carry-Forward Operating	g Funds:		
Private pledges that have been nade. Actual donations that have been made will reside in he USF Foundation.)Central Florida Development Council Lakeland Economic Development Council\$5,000,000Lakeland Regional Medical Center Polk County\$500,000\$10,000,000Interest Earned Transferred Into Project\$313,862	State appropriations for operations not spent during the prior year that have been ransferred to the new campus/facility. These funds	2009/10 Carry-Forward (Moved from Renovation Account in 2011) 2010/11 Carry-Forward 2011/12 (TBD – estimated to be less than \$10 M)	\$3,374,065 \$7,800,000	\$11,645,065
	Private pledges that have been nade. Actual donations that nave been made will reside in	Lakeland Economic Development Council Lakeland Regional Medical Center Polk County Interest Earned Transferred Into Project	\$5,000,000 \$500,000 \$10,000,000	\$20,813,862
Appropriations / Commitments to-date: \$99,898,661	Annonriations / Commitments to	-date:	\$00 808 661	

This instrument prepare by and return to: James A. Park, III, Esq. HOLLAND & KNIGHT LLP 200 S. Orange Ave., Suite 2600 Orlando, FL 32801

Property Appraisers Parcel ID Numbers: 072725-000000-014010, 072725-000000-023010, 132724-000000-010000, 182725-000000-011010

SPECIAL WARRANTY DEED

Pursuant to Chapter 2012-129, Laws of Florida, the Grantor, **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida, whose mailing address is 4202 East Fowler Avenue, CGS 401, Tampa, Florida 33620-6150, hereby grants and conveys to the Grantee, **THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES**, a public body corporate, created pursuant to Chapter 2012-129, Laws of Florida (the "<u>Act</u>"), whose mailing address is c/o Board of Governors, 325 W. Gaines Street, Suite 1614, Tallahassee, Florida 32399-0400, the lands in Polk County, Florida, described on **Exhibit** "A" attached hereto.

This conveyance is subject to those matters set forth on attached Exhibit "B".

Pursuant to Section 270.11, Florida Statutes, the Grantor releases any automatic reservation of sub-surface interests with respect to the lands conveyed hereby, together with any related rights of entry.

As against all persons claiming by, through, or under the Grantor, the Grantor covenants that the property is free of all encumbrances, that lawful seisin of and good right to convey the property are vested in the Grantor, and that the Grantor fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

Dated this _____ day of ______, 2012.

Name:

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida

By:

Name:_____

Judy Genshaft, President

STATE OF FLORIDA COUNTY OF ____

The foregoing instrument was acknowledged before me this _____ day of ______, 2012, by Judy Genshaft, as President of University of South Florida Board of Trustees, a public body corporate of the State of Florida, who is personally known to me (or who has produced ______ as identification).

Name:	
Commission No.:	
My commission expires:	

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1A

That part of Sections 7 and 18, Township 27 South, Range 25 East, Polk County, Florida, lying West of the Polk County Parkway (S.R. 570) and being described as follows:

Begin at the intersection of the South line of said Section 7 and the Westerly right of way line of Polk Parkway Limited Access Right of Way; thence North 89° 02'27" West along said Westerly right of way line, a distance of 10.52 feet; thence South 50° 16'35" West, a distance of 263.36 feet to an intersection with a non-tangent curve concaved to the Southwest and having a radius of 1800.00 feet; thence Northwesterly along said curve to the left through a central angle of 37° 33'39", an arc distance of 1180.00 feet, (chord equals 1158.99 feet bearing equals North 56° 33'07" West) to the beginning of a compound curve concave to the Southwest and having a radius of 12912.16 feet; thence Northwesterly along said curve to the left through a central angle of 08° 23'12", an arc distance of 1890.00 feet, (chord equals 1888.31 feet bearing equals North 79° 31'32" West); thence North 06° 16'52" East, a distance of 259.17 feet to the beginning of a curve concave to the West and having a radius of 2000.00 feet; thence Northerly along said curve to the left through a central angle of 23° 28'50", an arc distance of 819.63 feet, (chord equals 813.90 feet bearing equals North 05° 27'33" West); thence North 17° 11'58" West, a distance of 1326.60 feet to the Southerly line of lands lying conveyed to the City of Orlando and Orlando Utilities Commission in Official Records Book 2057, Page 646; thence North 72° 48'11" East along said Southerly line, a distance of 1847.00 feet to the Westerly right of way line of the aforesaid Polk Parkway Limited Access Right of Way; thence along said Limited Access Right of Way lines the following twelve (12) courses: (1) thence South 87° 42'34" East, a distance of 38.47 feet to the beginning of a curve concave to the South and having a radius of 812.23 feet; (2) thence Southeasterly along said curve to the right through a central angle of 45° 20'58", an arc distance of 642.88 feet, (chord equals 626.23 feet bearing equals South 62° 47'29" East); (3) thence South 17° 12'54" East, a distance of 1795.36 feet; (4) thence North 72° 47'32" East, a distance of 50.00 feet; (5) thence South 17° 12'54" East, a distance of 1000.00 feet; (6) thence North 72° 47'06" East, a distance of 10.00 feet; (7) thence South 17° 12'54" East, a distance of 213.00 feet; (8) thence South 72° 47'06" West, a distance of 248.00 feet; (9) thence South 17° 12'54" East, a distance of 381.30 feet; (10) thence South 74° 29'53" East, a distance of 227.01 feet; (11) thence North 72° 47'32" East, a distance of 57.01 feet; (12) thence South 17° 12'54" East, a distance of 73.30 feet to the Point of Beginning.

Parcel 2

A portion of Section 13, Township 27 South, Range 24 East, Polk County, Florida, described as follows:

Commence at the Southwest corner of said Section 13; thence North 00° 22'20" West along the West line of said Section 13, a distance of 250.00 feet to the Point of Beginning; thence continue North 00° 22'20" West, along said West line, a distance of 3427.00 feet; thence North 89° 37'40" East, a distance of 2242.00 feet; thence South 00° 22'20" East, a distance of 3427.00 feet; thence South 89° 37'40" West, a distance of 2242.00 feet to the Point of Beginning.

Parcel 3

A portion of Section 13, Township 27 South, Range 24 East, Polk County, Florida, described as follows:

Commence at the Southwest corner of said Section 13; thence North 00° 22'20" West along the West line of said Section 13, a distance of 250.00 feet; thence North 89° 37'40" East, a distance of 2242.00 feet to the Point of Beginning; thence North 00° 22'20" West, a distance of 3427.00 feet; thence North 89° 37'40" East, a distance of 2338.00 feet; thence South 00° 22'20" East, a distance of 3427.00 feet; thence South 89° 37'40" West, a distance of 2338.00 feet to the Point of Beginning.

Parcel 4

TOGETHER WITH Utility Easement for the benefit of Parcel 1A as set forth in Special Warranty Deed recorded in Official Records Book 7246, Page 356, Public Records of Polk County, Florida.

Parcel 5

TOGETHER WITH Drainage Easement for the benefit of Parcel 1A as set forth in that Drainage Easement Agreement recorded in Official Records Book 7943, Page 1295, Public Records of Polk County, Florida.

Parcel 6

TOGETHER WITH Utilities, Broadband, Grading, Stormwater Facilities Easements set forth in that Cross Easement Agreement recorded in Official Records Book 8640, Page 1485, Public Records of Polk County, Florida.

EXHIBIT "B" PERMITTED EXCEPTIONS

- 1. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
- 2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
- Certificate of Establishing Water Basin Boundaries of the Southwest Florida Water Management District and the Green Swamp Area of Critical State Concern: Official Records Book 696, Page 63; Official Records Book 744, Page 649; Official Records Book 1701, Page 2055; Official Records Book 1833, Page 1383 and Official Records Book 2400, Page 109, Public Records of Polk County, Florida.
- 4. Terms and Provisions of Utility Easement Agreement (Sewer and Water Lines) in favor of the City of Auburndale recorded in Official Records Book 3671, Page 1605, as amended by Amended Utility Easement Agreement (Sewer and Water Lines) recorded in Official Records Book 3828, Page 564, and affected by Certification and Release recorded in Official Records Book 7984, Page 498, Public Records of Polk County, Florida. (as to Parcels 1A, 2 and 3)
- 5. All rights of ingress, egress, light, air and view as set forth in Stipulated Order of Taking in favor of the State of Florida, Department of Transportation recorded in Official Records Book 3884, Page 2090, Public Records of Polk County, Florida. (as to Parcel 1A only)
- 6. Perpetual Drainage Easement as set forth in Stipulated Order of Taking in favor of the State of Florida, Department of Transportation recorded in Official Records Book 3884, Page 2090, Public Records of Polk County, Florida. (as to Parcel 1A only)
- 7. City of Lakeland/Williams Acquisition Holding Company, Inc. Preceding Development Agreement recorded in Official Records Book 4502, Page 1909, Public Records of Polk County, Florida.
- State of Florida Department of Environmental Protection Bureau of Mine Reclamation Certificate of Completion Nonmandatory Land Reclamation Program recorded in Official Records Book 5003, Page 643, Public Records of Polk County, Florida. (as to Parcel 2)
- State of Florida Department of Environmental Protection Bureau of Mine Reclamation Certificate of Completion Nonmandatory Land Reclamation Program recorded in Official Records Book 5027, Page 1241, Public Records of Polk County, Florida. (as to Parcels 2 and 3)

- 10. Declaration of Restrictive Covenants recorded in Official Records Book 7246, Page 347, Public Records of Polk County, Florida.
- 11. Terms and conditions of the unrecorded Amended and Restated Agreement for Donation of Land dated March 1, 2007, as amended by First Amendment dated May 23, 2008, between Williams Acquisition Holding Company, Inc. and the University of South Florida Board of Trustees, as affected by Subordination of Easement Rights in favor of the City of Lakeland recorded in Official Records Book 7991, Page 947, Public Records of Polk County, Florida.
- 12. Campus Development Agreement between the City of Lakeland and the University of South Florida Board of Trustees recorded in Official Records Book 7558, Page 825, Public Records of Polk County, Florida.
- 13. Temporary Access Easement Agreement by and between Williams Acquisition Holding Company, Inc. and the University of South Florida Board of Trustees recorded in Official Records Book 7943, Page 1273, as affected by Subordination of Easement Rights in favor of the City of Lakeland recorded in Official Records Book 7991, Page 947, Public Records of Polk County, Florida.
- 14. Drainage Easement Agreement by and between Williams Acquisition Holding Company, Inc. and the University of South Florida Board of Trustees recorded in Official Records Book 7943, Page 1295, as affected by Subordination of Easement Rights in favor of the City of Lakeland recorded in Official Records Book 7991, Page 947, Public Records of Polk County, Florida.
- 15. Perpetual Slope Easement to the City of Lakeland recorded in Official Records Book 7984, Page 468, Public Records of Polk County, Florida. (as to Parcel 1A)
- 16. Easement to Tampa Electric Company recorded in Official Records Book 8433, Page 3, Public Records of Polk County, Florida. (as to Parcel 1A)
- 17. Communication Easement to Verizon Florida LLC recorded in Official Records Book 8562, Page 864, Public Records of Polk County, Florida. (as to Parcel 1A)
- Cross Easement Agreement by and between Williams Acquisition Holding Company, Inc. and the University of South Florida Board of Trustees recorded in Official Records Book 8640, Page 1485, Public Records of Polk County, Florida.
- 19. Easement Agreement in favor of the City of Lakeland, Florida recorded in Official Records Book 1621, Page 926, Public Records of Polk County, Florida. (as to Easement Parcel 4).
- 20. Utility Easement to Orlando Utilities Commission (Parcel P-6C.02) dated August ____, 2012.

#11295068_v4

BILL OF SALE

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate, acting for the University of South Florida and its colleges and campuses, including the former University of South Florida Polytechnic (collectively, "USF"), whose mailing address is 4202 E. Fowler Avenue, CGS 401, Tampa, Florida 33620, pursuant to the requirements of Chapter 2012-129, Laws of Florida (the "Act"), for and in consideration of the sum of Ten and No/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and deliver to THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES, a public body corporate, created pursuant to the Act, whose mailing address is c/o Board of Governors, 325 W. Gaines Street, Suite 1614, Tallahassee, Florida 32399-0400, and its successors and assigns ("Florida Polytechnic"), forever, on and effective as of the dates herein specified (each, as the case may be, the "Effective Date") its complete right, title and interest in and to the property owned by USF which relates to its USF Polytechnic campus in Lakeland, Florida, including those items described on the attached as Exhibit "A" (the "Non-Teachout Assets") and Exhibit "B" (the "Teach-Out Assets," and collectively with the Non-Teachout Assets, the "Property"). For the avoidance of doubt, the Property shall not include those assets and rights located at or associated with (i) the CTI Lab located on lands leased to USF by Interstate Commerce Park One, LLC in Lakeland, Florida and (ii) assets and rights associated with the Florida Industrial and Phosphate Research Institute.

TO HAVE AND TO HOLD the same unto FLORIDA POLYTECHNIC, and its successors and assigns forever, subject to all third party consent requirements that may be applicable to such property, for which Florida Polytechnic will be responsible, and to certain continued use rights described below.

ALL PROPERTY DIRECTLY OR INDIRECTLY CONVEYED PURSUANT TO THIS BILL OF SALE WILL BE ON AN "AS IS," "WHERE IS," "WITH ALL FAULTS" BASIS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IN THIS EXCLUSION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, CAPACITY, OR CONDITION. USF makes no representation or warranty as to the existence, status, condition or title to such property, or encumbrances thereon, infringement issues, the suitability of such property for any particular purpose or any defects therein, or any license or consent requirements that may be required in connection with such transfer or use.

The conveyances of the Non-Teachout Assets as contemplated by this Bill of Sale shall be effective immediately upon the execution and delivery of this Bill of Sale (the "<u>Current Effective Date</u>"). The conveyances of the Teach-Out Assets as contemplated by this Bill of Sale will become effective, without further act or deed, upon the fulfillment of USF's obligations to conduct the "teach-out" contemplated in Section 1004.345(3), Florida Statutes, as amended by Section 1 of the Act, and Sections 6 and 14 of the Act, as certified by USF (the "<u>Deferred Transfer Date</u>"), which is expected to occur on or about August 31, 2015. In the interim and prior to the Deferred Transfer Date, USF shall retain the exclusive right to continue in possession of, and to use and control, the Teach-Out Assets, as and to the extent reasonably necessary or

required to fulfill its obligations under the Act, such possession and use rights to end on and concurrently with the Deferred Transfer Date.

USF hereby agrees that it will, at any time and from time to time at the request of FLORIDA POLYTECHNIC, its successors or assigns, and its cost and expense, execute and deliver any and all instruments, including, where required, certificates of title, as FLORIDA POLYTECHNIC, its successors or assigns may reasonably request for the purpose of vesting in FLORIDA POLYTECHNIC the full right, title and interest of USF in and to any property intended to be conveyed, transferred or assigned hereby or to enable FLORIDA POLYTECHNIC, its successors or assigns to enjoy such Property or to carry out the intent and purposes hereof.

FLORIDA POLYTECHNIC, to the full extent permitted by law, agrees to indemnify, defend and hold harmless USF (and, as applicable, its or their respective trustees, directors, officers, employees, affiliates, successors and assigns) from and against all claims, loss, liabilities, damages, deficiencies, judgments, assessments, fines, settlements, costs or expenses (including interest, penalties and fees, reasonable expenses and disbursements of attorneys, experts, personnel and consultants incurred by the indemnified party in any action or proceeding between the indemnifying party and the indemnified party or between the indemnified party and any third party, or otherwise) based upon, arising out of or otherwise in respect of the Property, however arising; provided however, that this indemnity shall not include (i) liabilities arising after the date hereof that are directly attributable to USF's continued ownership, possession and use of the Teach-Out Assets, Florida Polytechnic's obligations hereunder with respect to such Teach-Out Assets becoming effective only from and after the Deferred Transfer Date, and (ii) any act of negligence or tort liability of or attributable to USF accruing on or prior to the date hereof or, with respect to the Teach-Out Assets, on or prior to the Deferred Transfer Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, USF and FLORIDA POLYTECHNIC have hereunto set their hands and seals this ____ day of _____, 2012.

WITNESSES:

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

Print Name:	By:
	Name:
	Titlet
Print Name:	
WITNESSES:	THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES
Print Name:	By:
	Name:
	Title:

Print Name: _____

[SIGNATURE PAGE FOR BILL OF SALE]

<u>Exhibit A</u> <u>Non-Teachout Asset List</u>

The Non-Teachout Assets to which this Bill of Sale pertains include all personal property exclusively related to USF's Lakeland Polytechnic campus that are located at One Poly Place (Pilot Building, 3rd Floor), the Rath Center (Pilot Building, 1st Floor), the BlueSky East facility, the BlueSky West facility, the Brain Lab, and the Wauchula BlueSky facility, all property listed below, wherever located, subject to the exceptions contained in the Bill of Sale, and all other property that is required to be conveyed to Florida Polytechnic pursuant to the Act, including personal and mixed property, tangible and intangible, excluding, however, (i) contract rights, licenses and other intangible that are being assigned pursuant to an Assignment, Assumption and Indemnity Agreement dated as of the date of this Bill of Sale, (ii) leasehold rights that are being assigned pursuant to a Lease Assignment, Assumption and Indemnity Agreement dated as of the date of this Bill of Sale, (iii) all real property rights that, to the extent described therein, are being conveyed pursuant the Special Warranty Deed dated as of the date of this Bill of Sale and (iv) all personal property needed for the Teach-Out as more particularly described in Exhibit B (such property, subject to such exclusions, being collectively referred to as the "Non-Teachout Assets"). Software licenses covering group users at more than one USF location will not be subject to transfer pursuant to this bill of sale. USF's listing of the property described below is subject to and limited by the warranty disclaimers set forth in the Bill of Sale.

- 1 Vehicles (certificates of title executed and delivered separately)
 - (a) 1998 Chevy Van, VIN No. 1GCDM19WB180918
 - (b) 2004 Chevy Astro Van, Tag: 35794 VIN No. 1GCDM19X04B119057
 - (c) 2005 Ford Expedition, Tag: 16467 VIN No. 1FMFU17595LA21209
 - (d) 2006 Ford F-150 Truck, Tag: 16468 VIN No. 1FTPW140GKC79424
 - (e) 2011 Ford Escape, VIN No. 1FMCU9DG2BKC12284

2 Equipment, Furniture and Fixtures [See Exhibit A-1]

Tower and Sheds. USF's interests, if any, in Small Antenna Tower and related property and supporting wooden sheds located on the PSC Campus, subject to all existing use rights, licenses and permitting requirements.

EXHIBIT B TEACH-OUT ASSETS

The Teach-Out Assets shall consist of all tangible personal property owned by USF that is currently located at the joint use Lakeland Campus shared with Polk State College, and at the USF Polytechnic computer lab located at Avon Park, and that is used in connection with the USF Lakeland campus, except those items of property specifically listed on Exhibit A, all of which USF certifies is needed to fulfill its teach-out obligations under the Act (the "**Teach-Out Assets**"). As of the Current Effective Date, the Teach-Out Assets include without limitation, those items of property described below. During the teach-out and prior to the Deferred Transfer Date, USF shall cause such property to be insured under and in accordance with its existing policies and practices. USF's conveyance of full ownership and possession of such property to Florida Polytechnic shall be come effective on and as of the Deferred Transfer Date, subject to and limited by the warranty disclaimers set forth in the Bill of Sale and USF shall not be responsible for the status, location, condition or continued suitability of such property on the Deferred Transfer Date.

- 1 Modular Buildings (certificates of title executed and delivered separately).
 - (a) LMA Title No. LMA-8796
 - (b) LMB Title No. LMB-8797
 - (c) LMC Title No. LMC-8798
 - (d) LMD Title No. LMD-8799
- 2 **Vehicles** (certificates of title executed and delivered separately)
 - (a) 2010 Ford E-250 Cargo Van, Tag: 33832 VIN No. 1FTNS2EL2ADA34059
- 3 Equipment, Furniture and Fixtures [See Exhibit B-1.]
- 4 All Books and Library Materials located on the Joint Campus
- 5 Art Work Located at the Joint Campus
- 6. **Campus Pharmacy** [Most of the inventory is retained in Tampa]

#11271883_v12

LIST OF ALL INVENTORY ITEMS

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NONE OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

	· · · · · · · · · · · · · · · · · · ·	·····	Blue	Sky East Inventor	у		
	entry right side			pool table	black		loaner 6/10 corp
	entry right side		2	tables	tan	36"	round
	entry right side		8	chairs	brown multi	24"	greenish base
	entry right side		2	ottomans	brown multi		greenish base
	entry right side		4	plants			planters
	entry right side		1	chairs			jim kirk
	office	Steelcase	2	guest chairs	multi blue		
	office	Steelcase	1	desk chair	greenish	:	
	office	Steelcase	1	desk	black	30x60	
	office	Steelcase	1	file cabinet	black		4 drawer
	office	Steelcase	2	file cabinets	grey		2 drawer
	office	Steelcase	1	table	black	18"	pedestal
	office		1	picture	black frame	21x28	avaiation
** -	game room	Steelcase	6	chairs	yellow		with gray
	game room		1	table	tan	42x72	conference
	game room		1	shelf	black	18x48	wire shelf
	game room		1	table	black	20" round	glass
	conference room	Steelcase	1	table	tan	48x120	conference tag 495000264773
	conference room		10	chairs	greenish		mesh
	conference room		1	white computer board		48x66	
	suite 6	Steelcase	2	guest chairs	multi blue		
	suite 6		1	desk chair	greenish		
	suite 6		1	desk	black	30x60	•
	suite 6		2	file cabinets	grey		2 drawer
	suite 6		1	table	black	18"	pedestal
	suite 5		3	desk	greenish		· · · · · · · · · · · · · · · · · · ·
	suite 5		2	chairs	blue	· · ·	guest
	suite 5		1	desk	black	30x60	
	suite 5		2	file cabinets	grey		2 drawer
	suite 5		1	shelf	black	18x48	wire shelf

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	rear center space	4	ottomans	multi	26x28	
	rear center space	4	chairs	greenish		
	rear center space	4	tables	grey	16"	round
	rear center space	1	table	black	18"	pedestal
	suite 4	3	chairs	multi		guest
	suite 4	2	tables	black	18"	round
	suite 4	2	desk	black	30x60	
	suite 4	2	file cabinets	grey		2 drawer
<u> </u>	suite 4	2	chairs	greenish		desk
	suite 4	2	shelf	black	18x48	wire shelf
	suite 5	1	chair	multi		guest
	suite 6	2	chairs	multi		guest
	suite 6	1	tables	black	18"	round
	suite 6	1	desk	black	30x60	
	suite 6	1	chairs	greenish		desk
	suite 6	2	file cabinets	grey		2 drawer
	suite 6	1	shelf	black	18x48	wire shelf
	suite 7	1	desk	black	30x60	
	suite 7	1	chairs	greenish		desk
	suite 7	2	file cabinets	grey		2 drawer
	suite 7	1	shelf	black	18x48	wire shelf
	suite 7	1	table	black	18"	round
	break room/workroom	2	stool	white/grey	27"	
10. at 1	break room/workroom	4	chairs	white/grey	39"	black with foot res
	break room/workroom	1	table	brown/grey	42" hi 24	" round
	break room/workroom	1	fridge	staineless		fridge
	break room/workroom	1	table	brown	16x24	serving
	break room/workroom	1	ice maker whirlpool	black		
	center cubes		5 desks	tan	24x60	
	center cubes	1	table	white/grey	24x48	
	center cubes	1	copier	crème		ricoh ld445
	center cubes	4	t cube panels		24x84	
	center cubes		cube panels		48x84	
	center cubes		cube panels	·	66x84	
	center cubes	4	1 files			desk 3 drawer
• *	center cubes	4	desk chairs	greenish		
1	center cubes		2 plants	: 		

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	production room	6	chairs	black		small desk type
L	production room	1	49500026467			
	production room	1	storm trooper			
	production room	1	ET			
	production room	1	cart	black		
	production room 2	2	chairs	black		desk type
	production room 2	2	stools	black		
	production room 2	2	tables	black/silver	33x80	producyion
	production room 2	1	table	black	22x108	
						495000264769 495000246768 495000264770 495000246771 495000264772
	main entry	5	sofa panels	greenish/multi	64"	495000264773
	main entry		table	tan		round with light 49500026467

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LAKELAND BLUE SKY WEST

LIST OF ALL INVENTORY ITEMS

NONE OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

Ĭ	<u></u>]	Blue Sky West	Inventory	<u> </u>	
	entry first floor	1	picture			JB College
	entry first floor	1	plant			
	entry 200 A	1	sofa	red		
	entry 200 A	2	plants			
	entry 200 A	1	vase	white		
,	welcome area 200 B	1	sofa	red/mutli		
	welcome area 200 B	2	ottomans	red		round
	welcome area 200 B	2	ottomans			oval 1 green 1 yellow
	welcome area 200 B	1	ottomans	yellow		round
	welcome area 200 B	2	chairs with tables			1 red 1 green
	welcome area 200 B	2	tables	black/yellow		rising
	welcome area 200 B	1	tables	black glass		round 2 levels
	welcome area 200 B	1	seat	royal blue	96"	
	welcome area 200 B	2	plants			-
	conf 1 201	1	table	black	42x84	conference
	conf 1 201	8	chairs	green/black	50" high	mesh
	conf 1 201	1	table	grey	23x30	storage
	conf 2 202	1	table	black	36x66	conference
	conf 2 202	6	chairs	yellow	43"	mesh
	conf 2 202	3	stools	tan	13x29	round
	conf 2 202	1	plant			
	waiting 203	1	desk	black	29.5x65	desk and return
	waiting 203	2	drawer	black	30"	2 drawer
	waiting 203	1	wire	black	4 shelf	mesh
	waiting 203	1	chair	blue		office
	Ofc suite 204	, 1	desk	black	29.5x65	desk and return
Ĺ	Ofc suite 204 stee	elcase l	desk	black	24x60	
	Ofc suite 204	2	chi\airs	blue/orange	hi-back	1 blue 1 orange
	Ofc suite 204	1	file cabinet	black	36"	2 drawer

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	Ofc suite 204	2	file cbinet	black	30"	2 drawer
	Ofc suite 204	1	bookcase	black	5 shelf 32	"W
	Ofc suite 204	1	plant			
	Ofc suite 204	2	chairs	black	mesh	guest
	Ofc suite 204	1	white board		24x36	
	Ofc suite 204	1	board	blue frame	36x48	pin-up
	suite 1 205	1	desk	black	24x60	
	suite 1 205	2	chairs	black	mesh	guest
	suite 1 205	2	file cbinet	black	30"	2 drawer
	suite 1 205	1	wire	black	4 shelf	mesh
	suite 1 205	1	chair	yellow	mesh	desk
	suite 3 206	1	desk	black	24x60	
	suite 3 206	2	chairs	black	mesh	guest
	suite 3 206	2	file cbinet	black	30"	2 drawer
	suite 3 206	1	wire	black	4 shelf	mesh
	suite 3 206	1	chair	yellow	mesh	desk
	suite 4 207	1	desk	black	24x60	
	suite 4 207	2	chairs	black	mesh	guest
(suite 4 207	2	file cbinet	black	30"	2 drawer
	suite 4 207	1	wire	black	4 shelf	mesh
	suite 4 207	2	chair	yellow/orange	mesh	desk
	suite 5 208	1	desk	black	24x60	
	suite 5 208	2	chairs	black	mesh	guest
	suite 5 208	2	file cbinct	black	30"	2 drawer
	suite 5 208	1	wire	black	4 shelf	mesh
	suite 5 208	1	chair	orange	mesh	desk
	suite 6 209	2	desk	black	24x60	· · · · ·
	suite 6 209	2	chairs	black	mesh	guest
	suite 6 209	2	file cbinet	black	30"	2 drawer
	suite 6 209	1	wire	black	4 shelf	mesh
	suite 6 209	2	chair	blue	mesh	desk
	suite 7 210	1	desk	black	24x60	
	suite 7 210	2	chairs	black	mesh	guest
	suite 7 210	2	file cbinet	black	30"	2 drawer
	suite 7 210	1	wire	black	4 shelf	mesh
	suite 7 210	1	chair	orange	mesh	desk
`	suite 7 210	1	table	black		round

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	cooridor 200F	2	tables			1 blue 1 red/orage
	cooridor 200F	1	table	black	36"	round
	suite 8 211	1	desk	black	24x60	
	suite 8 211	2	file cbinet	black	30"	2 drawer
	suite 8 211	2	table	black	18"	round
	suite 8 211		table	grey	18"	round
	suite 8 211		wire	black	4 shelf	mesh
						- Contraction of the
	suite 8 211		chair	black mesh		desk
	suite 9 212		chairs	black		mesh desk
	suite 9 212	1	table	black	36x72	oval
	suite 9 212	4	chairs	black		guest
	suite 9 212	1	white board		48x48	
	applied learning 221	6	desks	grey	24x60	· · · · · · · · · · · · · · · · · · ·
<u> </u>	applied learning 221		chairs			3 orange 1 green 1 red
	applied learning 221		table	grey	24x48	<u></u>
	and a second		pedestals		24740	2 drawer
	applied learning 221		A	grey/red top		
	applied learning 221		white board		48x64	computer
	huddle 214		fun cart	red		no motor
	applied learning 221	1	plant		- <u>.</u>	
	cooridor 200E	2	telephone bootl	red	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	with black stools
	cooridor 200E		light pole			3 lights
· · · · · ·	cooridor 200E		plants			
ļ	cooridor 200E		print	red/grey		bus
	break/kitchen		csofas	multi w/red	64"	
ļ	break/kitchen		tables	woodgrain	30"	
	break/kitchen		table	wood greain	30 x 36	
	break/kitchen		table	wood grain	30x72	n a succession and the succession of the success
	break/kitchen	<u> </u>	stools	red top		
	break/kitchen	1	fridge		18 cuft	fridge
			ice maker			
- 	break/kitchen		whirlpool			
	break/kitchen		microwave	silver wood/stainless	18x24	
· · · · · ·	break/kitchen		cart	woou/stainless	[
	break/kitchen		print		55x77	cars city
	break/kitchen	2	lamps	red	04.05	hanging
	suite 10 220		desk	black	24x36	
	suite 10 220		file cabinets	black	30"	2 drawer
	suite 10 220		wire mesh	black		
	suite 10 220	4	chairs	black mesh		guest
	suite 10 220	1	chair	yellow		desk

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1. N. M. M.

11. N. W.

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business center 219	2	chair	re/orange		desk
business center 219	3	tables	grey	24x60	
business center 219	1	table	grey	24x48	
business center 219	1	copier			ricoh
loft 300	3	chairs	2 red/black	t	swivel
loft 300	2	pillows	1red/1black	i	
 loft 300	3	trays	2black 1 red		
loft 300	1	ottomans	black/white	16x22	zebra
 loft 300	1	foosball table	tan	29x54	
loft 300	1	hat rack			
loft 300	3	chairs	wicker		with cushions
loft 300	1	table	wicker		
loft 300	1	rug			cow
mechanical 301	2	ladders			

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LAKELAND BRAIN LAB

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LIST OF ALL INVENTORY ITEMS

NONE OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

						1	multicolor lounge
Brain Lab	waiting	Turnstone	2	chairs w/ arms	multi	lounge	chairs
	waiting	Turnstone	1	table	brown	small	Jenny end table
	waiting		1	lamp	white	tall	mummy like
	waiting		.1	vase	brown	tall/slender	multicolor brown
	waiting		1	print	multi	35x35	wall print
	waiting		1	print	flowe	32x32	wall print
	conference room		1	print	browns	63x36	print
	conference room	Turnstone	1	credenza	brown	20x73	
	conference room	Turnstone	1	conference table	brown	48x120	bc 495000271976
	conference room	Steelcase	8	chairs w/ arms	black/green	•	Jersey desk chair
	office 1	Steelcase	1	chairs w/ arms	greenish	-	fabric
	office 1	Steelcase	2	chairs w/ arms	black/green	- ()	Jersey desk chair
	office 1	Steelcase	1	chairs w/ arms	greenish		fabric
	office 1		3	cabnets	brown	59 long, 1 47"	overhead
	office 1		2	desks	brown		with credenza curved space front
	office 1		2	three drawer files	brown		a a grange and and
	office 1		2	2 drawer files	brown		
	office 1		1	corner cabinet	brown	5 shelf	
	office 2	Steelcase		chairs w/ arms	black/multi		leaf design
	office 2			corner cabinet	brown	5 shelf	
	office 2		1	desk chair	greenish		exec high back
							hutch with cabinet return desk
	office 2		1	desk	brown		chiffirobe
	office 2		1	3 drawer file	brown		
	office 3	Steelcase	1	corner cabinet	brown	5 shelf	te t
	; ·						with credenza
	office 3		2	desks	brown		curved space front
	office 3		2	three drawer files	brown		
	office 3			2 drawer files	brown	•	
	office 3			cabnets	brown	59 long, 1 30"	overhead
	office 4						hutch with cabinet return desk
	office 4			desk 3 drawer file	brown		chiffirobe
					brown		
	office 4 file room			bookcase	brown		6 shelf
	file room	-		file cabinet	grey		S drawer
		.		file cabinet top cabinets	grey	1.0"	4 drawer
	file room			L' - L'e and - many - many - many	grey	18"	
	file room			top cabinets	grey	31.5"	
·	hallway			copier	······	mpc4501	ricoh
<u></u>	hallway			table	black	-	small
	hallway			pictures	various		various designs
	breakroom	GE	1	fridge	black?stainless	,et, 1	gsl25Igzbls

INVENTORY BRAIN LAB

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control obs. room	1 table	white	24x48	
control obs. room	1 table	black	30" high	
control obs. room	2 chairs	greenish	45" high	
control obs. room	1 desk chair	greenish		
subject room	l desk chair	greenish	•	1
 subject room	1 work table	brown		3 pieces and corner
neuro lab	1 work table	brown		
neuro lab	1 lamp	wqhite	tall	mummy like
			· · · · · · · · · · · · · · · · · · ·	straight and curved
 neuro lab	2 chairs	greenish	•	top
data entry room	6 chairs	greenish		flat tops
data entry room	3 tables	brown	24"	
 data entry room	2 tables	brown		curved
data entry room	1 file cabinet	brown		4 drawer

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UNIVERSITY OF SOUTH FLORIDA LAKELAND

ONE POLY PLACE

1st and 3rd Floors

PHYSICAL INVENTORY

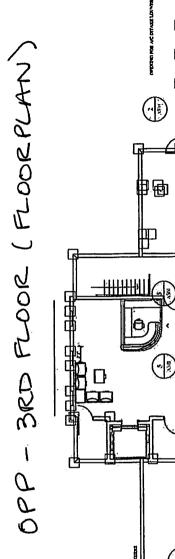
NONE OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

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USF POLYTECHNIC

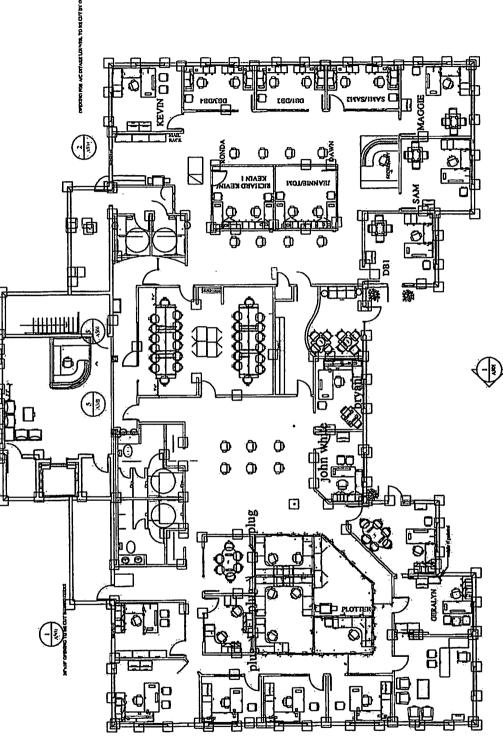
ONE POLY PLACE 3RD FLOOR

PURCHASE ORDERS PHYSICAL INVENTORY PICTURES



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Third Floor (as of 5/4/12)

<u>Room</u>	<u>Qty</u>	Description
3111 – Conference	1	Oval Table
	6	Chairs
	1	Rolling Small Credenza
	1	White Board
Hallway	3	5 Drawer Metal File Cabinets***
3110 A/B - Office	2	L-Shape Desks
	2	Overhead Units
	2	5 Drawer Metal File Cabinets
,	2	Office Chairs
	1	Guest Chair
	1	Small End Table
3112 – Office	3	5 Drawer Metal File Cabinets
	1	C-Shaped Desk
	1	Overhead Unit
	1	Office Chair
	1	Round Table
	2	Guest Chairs
3101 – Office	1	C-Shaped Desk
	1	Highback Leather Office Chair
	1	Round Table
	4	Office Chairs
	1	Guest Chair
	3	File/Bookshelves Unit

3102 – Office	1	C-Shaped Desk
	2	Overhead Units
	1	Leather Office Chair
	2	Guest Chairs
	1	2 Drawer File/4 Bookshelf Unit
3103 – Office	1	L-Shaped Desk
	2	5 Drawer Metal File Cabinets***
	1	Guest Chair
	1	5 Shelf Bookcase
	1	Office Chair
3109 A/B/C-Cubicles*	3	Workstations with Overhead Units
	2	5 Drawer Metal File Cabinets***
	3	Office Chairs
3109D – Cubicle*	1	Workstation with Overhead Unit
	1	Office Chair
	1	Guest Chair
	1	Small End Table
	1	5 Drawer Metal File Cabinet***
3109G – Cubicle*	3	Metal Cabinets
3109E/F – Cubicle*	2	Workstations with Overhead Units
	2	Office Chairs
	2	Rolling 2 Drawer File Cabinets

3104-Office	1	L-Shaped Desk
	1	Office Chair
	1	Guest Chair
	1	3 Drawer/3 Shelf Bookcase
	1	2 Drawer/4 shelf Bookcase
3105-Office	1	L-Shaped Glass Desk
	1	Office Chair
	1	Guest Chair
	1	3 Shelf Glass Bookcase
	1	3 Drawer Rolling File Cabinet
	2	Lounge Chairs
	1	Glass Coffee Table
	1	Floor Lamp
	2	Pictures on Wall
	_	
3106 – Office	1	L-Shaped Desk
	1	Overhead Unit
	1	Office Chair
	2	Guest Chairs
	1	Small End Table
	2	4 Drawer Wood File Cabinets
	1	3 File/3 Shelf Cabinet
	1	2 Drawer File Cabinet
3108 – Office	1	C-Shaped Desk
	1	Overhead Unit
	1	Office Chair
	1	Guest Chair
	1	Oblong Table
	—	~

	6	Office Chairs
3108 Continued	2	2 Drawer/3 Shelf Unit
	1	5 Shelf Bookcase
	1	2 Drawer metal filing rolling file cabinet
3107A-F Cubicles **	6	Office Chairs
	1	2 Drawer Rolling File Cabinet
3113 – Office	1	L-Shaped Desk
	1	Office Chair
	1	Overhead Unit
	2	Guest Chairs
	3	3 Drawer Metal File Cabinets
	1	6 ft Plastic Folding Table
3114 – Office	1	C-Shaped Desk
5114 - Onice	2	Overhead Shelf Units
	2	Office Chair
	1	Square Table
	4	Guest Chairs
	- 1	4 ft Plastic Folding Table
	1	Whiteboard***
3121– Break Room	2	Pub Height Tables
JIZI DICARNOON	8	Pub Height Chairs
	1	Rolling Serving Cart
	1	Couch
	1	Picture
	1	I ICCUIC
3 rd Floor Terrace	2	Pub Height Round Table with 3 Backed
		Seats Attached

1 48 inch Wide Bench With No Arms

3133C/D/E/F Cubicles*	** 4	Office Chairs
3133A/B – Offices	2	L-Shaped Desks
	2	Overhead Units
	2	Office Chairs
	2	Guest Chairs
	1	4 Drawer Metal File Cabinet
	1	4 Shelf Metal Bookcase
3130 – Work Room	4	6 Drawer Metal File Cabinets***
	1	Mail Sorter
3129 – Office	1	C- Shaped Desk
	1	Overhead Unit
	1	Office Chair
	1	Square Table
	2	2 Drawer File/4 Shelf Unit
	4	Guest Chairs
3134C-F Cubicles**	4	Office Chairs
3128A/B - Offices	2	L- Shaped Desks
	2	Overhead Units
	2	Office Chairs
	1	Guest Chair
	1	5 Drawer Metal File Cabinet***

3127 A/B – Offices	2	L-Shaped Desks
	2	Overhead Units
	2	Office Chairs
	2	Guest Chair
	1	2 Shelf Metal File Cabinet
3126 A/B – Offices	2	L-Shaped Desk
	2	Overhead Units
	2	Office Chairs
	1	Guest Chair
3125 – Office	1	C-Shaped Desk
	1	Overhead Unit
	1	3 Drawer Metal File Cabinet
	1	Square Table
	5	Guest Chairs
	1	2 Drawer/4 Shelf Cabinet
	1	Office Chair
3122 – Workstation	1	Office Chair
3124 – Office	1	C-Shaped Desk
	1	Overhead Unit
	1	Office Chair
	1	Square Table
	5	Guest Chairs
	2	2 Drawer/4 Shelf Units
	1	Whiteboard

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2	L-Shaped Desk
2	Overhead Units
2	Office Chairs
1	Guest Chair
1	C-Shaped Desk
1	Overhead Unit
1	Office Chair
1	Square Table
5	Guest Chairs
1	4 Drawer Metal File Cabinet
1	2 Drawer/4 Shelf Unit
6	Rectangular Tables
14	Office Chairs
1	Credenza
6	Rectangular Tables
14	Office Chairs
1	Credenza
1	Square Picture
1	Large Round Wall Clock
3	Pictures
	2 2 1 1 1 1 1 5 1 1 5 1 1 5 1 1 6 14 1 6 14 1 1 1

3119 – Reception

1	Office Chair
1	4 Seat Sectional
1	Rug
2	Decorative Vases
1	Wood & Glass Coffee Table
9	Wall Pictures/Decorative Pieces

Located in Majority of Offices

55	Chair Mats for all offices and cubicle spaces
39	Backboard/Tackboard

NOTES:

* - Entire workstations walls/doors purchased by GLT and assembled at time of move.

****** - Cubicles came with building (We only needed chairs).

*** - Indicates furniture brought over to One Poly Place from USFP Campus (Winter Lake Location)

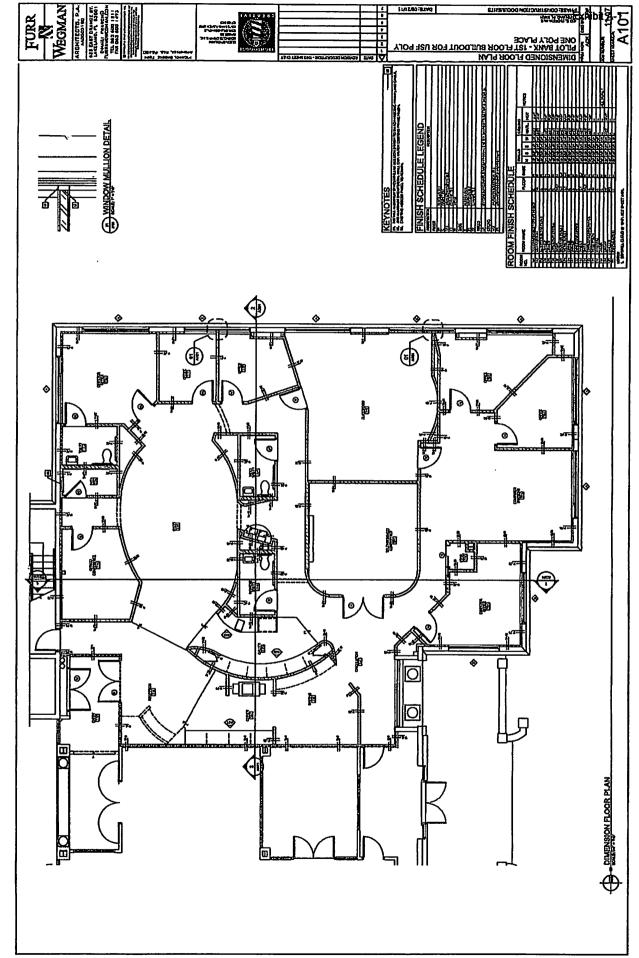
Furniture inventory as of: May 4, 2012

Geralyn Bonfiglio-Sells and Debbie Angleton provided this information via a visual inspection of the premises on 5/4/12

USF POLYTECHNIC

ONE POLY PLACE 1ST FLOOR

PURCHASE ORDERS PHYSICAL INVENTORY PICTURES



USF LAKELAND ONE POLY PLACE FURNITURE INVENTORY

First Floor (as of 5/4/12)

Room	<u>Qtv</u>	Description
Entrance-Suite 100B	1	Metal Sculpture
1116-Reception	1	L-Shape Desk
	3	Lobby Lounge Chairs
	1	Office Chair
	1	Wood/Metal End Table
1117-Library	1	Modular Outside Facing Wedge Loveseat
	1	Credenza*
	3	Metal Spinning Brochure Racks*
1106 - Office	1	L-Shape Desk
	1	Office Chair
	1	Round Wood Table
	5	Guest Chairs
	2	5 Shelf Wooden Bookcase*
	2	5 Drawer Metal File Cabinet*
1101-Telepresence Rm	2	Rectangular Tables Wood/Metal
	6	Office Chairs
1103-Computer Lab	6	Rectangular Tables Wood/Metal
	6	Rolling Classroom Chairs
	4	5 Drawer Metal File Cabinet*
	1	Large Metal Spinning Brochure Rack*
	1	Wooden Whiteboard Cabinet*
	2	5 Shelf Wooden Bookcase*

USF LAKELAND ONE POLY PLACE FURNITURE INVENTORY

1103 Continued	1	2 Door Wooden Art Cabinet
1104-Office	2	Straight Desks
	1	6 ft Long Wooden Table
	2	Office Chairs
	2	Office Chairs*
	2	Guest Chairs*
1105-Office	1	L-Shape Desk
	1	Wood Rolling 2 Drawer File Cabinet
	2	Guest Chairs
	1	5 Shelf Bookcase
	1	Office Chair
	1	5 Shelf Bookcase*
	1	5 Drawer Metal File Cabinet*
1102-Classroom	8	Long Wooden Rectangular Tables
	4	Short Wooden Rectangular Tables
	20	Rolling Classroom Chairs
1110-Office	1	L-Shape Desk
	1	Office Chair
	1	Guest Chair
	1	4 Drawer Metal File Cabinet
	1	4 Shelf Metal Bookcase
1111-Office	1	L-Shape Desk
	1	Office Chair
	1	Guest Chair
	1	Overhead Unit

USF LAKELAND ONE POLY PLACE FURNITURE INVENTORY

1111 - Office Cont.	1	4 Drawer Metal File Cabinet
1112-Office	1	L-Shape Desk
	1	Round Wood Table
	2	Guest Chairs
	1	Small Refrigerator
	1	Office Chair
	2	2 Drawer/4 Shelf Unit
1118-Oasis	4	Modular Inside Facing Wedge Loveseat With 2 Attached Wooden Tables
1115-Storage	4	4 Shelf Metal Storage Units
1120-Break Room	4	Pub Height Stools
Decorative Items	15 4	Hanging Decorative Artwork Decorative Countertop Items

NOTES: *Indicates furniture brought over to One Poly Place from USFP Campus (Winter Lake Location).

Furniture inventory as of: May 4, 2012

Geralyn Bonfiglio-Sells and Debbie Angleton provided this information via a visual inspection of the premises.

WAUCHULA

LA			
	student work area		
	1	2	small couch type tables
		1	love seat
		2	round hassocks
		2	slouch chairs
		1	retangular hassock
		1	small round table
		2	chairs
		5	stools
		1	wall-built desk
	office		desk
			2 drawer file
		2	guest chairs
	student study area	1	tri-desk unit
		3	desk chairs
			built-in
		1	bookcase/storage
		1	tall table small/round
		3	stools
		4	guest area chairs
		3	small couch type tables
		1	podium
	office	1	glass type table
		4	glass type chairs
		1	desk
		1	office chair
	storage	1	table
	kitchen	1	tall rectangle table
		4	stools
		1	refrigerator

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LAKELAND INVENTORY STORAGE - RENTAL UNITS

LIST OF ALL INVENTORY ITEMS

ALL OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

Location	Room #	MFG.	#	ITEM	Color	Sizc	Description
STORAGE							
		artopex	4	file cabinets			
		artopex		desk			reception
		artopex		overheads			cube
		artopex		roll drawer			2 drawer
		artopex		roll drawer			3 drawer
		artopex		cube walls			
		artopex		desk tops			cube
		artopex	2	overheads			
		burroughs		cabinet			storage
		herman miller	7	tables			drop leaf
		knoll		chair	black		upholstered guest
		teknion		tables		3 x 5 ft	
•		teknion	3	bookcase			
		teknion	10	chairs			guest
		tcknion	3	tables		2.5 x 5 ft	
				desk w/ return &			
		teknion		back			
		teknion	1	overheads			
		teknion	10	chairs			classroom
		teknion	6	chairs			desk
		teknion		hutch	1		
· · · · · · · · · · · · · · · · · · ·		teknion	3	back			
			2	bulletin boards			locking
			4				wooden
· · · · · ·			2			4 x 4 ft	
			1	chair			guest
***			8			2.5 x 6	white folding
			1	cabinet			microfiche
			8	shelves			5 shelf storage units
			1	ladder	-		3 step
			1			6 ft	
			46	chairs	green		folding
			4		tan	2 x 3 ft	
			1	computer bracket			for LTB 2118 desk
				mailbox			locking/secure heavy metal
			1	sink base w/ sinky			
				golf cart			495000227379
				chairs	green		stacking
				chairs	grey		stacking
				ladder			4 step
				displays	black		metal
			1	serving cart			
			2	tables	-		1 small 1 round
		***		chair	black		desk
				cube walls	Diack		
	_				_		
		+			-		
				<u> </u>			
······································							
		······································					
			1				

LAKELAND ACADEMIC CENTER

ALL OF THESE CLASSROOMS AND OFFICES WILL BE USED IN THE TEACH-OUT

Location	Room #	MFG.	#	ITEM	Color	Size	Description	Equipment	Miscellaneous]
LAC										1
					·					1
classroom	1270	artopex	4	tables			rectangular		set up as video conference room	то
classroom		artopex	1	tables			half moon	-		1
classroom	· · · · ·			tables	· · · · · · · · · · · · · · · · · · ·	2 x 3 fl.				1
classroom		Teknion	1	chairs		2 × 5 11.	desk			
· · · · · · · · · · · · · · · · · · ·			1	chairs			desk			1
classroom		human scale	1							1
classroom			8	chairs		+	classroom			1
classroom			I	piano w/ bench	black			TV - VCR/DVD Video Conference Boardcast		
classroom	1786	Steelcase	,	stool				projector screen	tiered seating whiteboards	то
	1200	Oleciese					classroom			
classroom				chairs hables with Aco		1	classion			
classroom				chairs						
classroom			1	fixed chairs		<u> </u>				
classroom			1	tables			round I small I large			
classroom				cabinet		·	2 door tall			
classroom			2	chairs	· · ·		small			
classroom	<u> </u>	artopex	2	roll drawers			l each			
classroom	1280		12	tables w/ fixed				TV - VCR/DVD Video Conference Boardcast projector screen	tiered seating whiteboards	то
classroom			1	fixed chairs						1
classroom			1	chairs			small]
classrooin		Steelcase		stool		-				1
classroom				stool		1		-		1
				file cabinets			4 drawer	-		1
classroom	1170ab			computer tables			classroom	computers projector VCR/DVD screens		то
classroom			40	chairs						ļ
								podium screen	round tables	
classroom	1173	Steelcase	8	tables				crestron	whtieboards	то
classroom		Steelcase	48	chairs						
classroom	[Teknion	2	cabinets			tall 2 door			
classroom		Herman miller		rolling white boards						
classroom	<u> </u>	l <u></u>	1	stool			ļ			Į
classroom				boards		_				
office	1276	Steelcase	5	cube desks		<u> </u>		some spaces used for storage		то
office		Steelcase	3	file cabinets						ļ
office		Steekase	2	file cabinets						ļ
office		Steekase	1.	chair						
office		Teknion	1	chair						}
office	[Steelcase	,	chair	black		}]
office	 	Steekase		bookcases	1	1	···			1

.

		rr	••••••	Г	r	[l	l	1
office		Steelcase		hutches					
office	_	Steelcase	2	desk			small		
office		Steelcase	1	enbinet	grey		2 door		
office		Steelcase	<u> </u>	file			lateral 2 drawer		
office		Steelcase	I	roll drawers			3 drawer		
office		Steelcase	2	shelves			overhead		
office		Steelcase	2	chairs	blue		guest		
office		Steelcase	8	chairs			guest		
office		Steelcase	17	cube walls			office set up		
office			4	cube walls			stored for 1279		
office		artopex	2	tables			half moon		
office			2	cabinet	grey		metal		
office			I	shelf					
office	1275		29	inetal shelves				IT storage	
office				bookcases					
office				file cabinets					
office				cabinet	1		tall 2 door		
office		Teknion		cube			sinali		
office	1274	Herman miller		cube desks	 	[DMIS Lab	
office		Herman miller		chairs	burgundy		classroom		
office		Herman miller		bookcases	Jourgandy		metal		
		Herman miller		desk					
office	_		<u></u>	whiteboard			portable		
office		Hennan miller					round		
office	-	Hennan miller		table			1		
office	-	Herman miller		cube walls	red or gre	ř	includes door		
office	1271		4	inetal cabinets	tan		2 door tall	Media storage	
office	1283			Services					
office			1	dual desk					
office			2	tables		2 x 3 fL			
office		Teknion	2	chairs					
office			3	chairs			desk		
office				file cabinets			2 drawer		
office	1272		4	storage shelves		1			
office				file cabinets			2 drawer		
				desk w/ hutch &					
office	1273	artopex		return		<u> </u>			
office		hone		file cabinets		 			
office		artopex	1	bookcases	<u> </u>	 	 		
office		Teknion	1	chair	<u> </u>				
office	1279	Teknion	6	desk w/ huich		ļ		Multicultural Room	
office		Teknion	. 1	desk w/ return					
office		Teknion	2	chair	<u> </u>		guest		
office		Teknion	3	chairs			desk		
office		Teknion	7	chairs	<u> </u>	<u> </u>	classroom		
office			8	cluirs	grey	ļ	plastic		
office		Teknion	I	file cabinets					
office				desk			small printer		
office			6	bookcases	grey			•	
office		IKEA		lovescat					
office				file cabinets	grey	Ι			
		I		file cabinets		1		1	

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[]										
office		Teknion		roll drawers			2 2 drawer 2 3 drawer			
office		Teknion		tables		2.5 x 5 ft.		The state of the s		T 0
office	1278			desks				Transition Group		то
office				tables		2 x 3 îL				
office				chairs			plastic old small			70
office	180	sofa express		lovescat	green			entrance		то
office		sofa express		chairs	multi		high back			
office		artopex		aldat			high back			
office		artopex		reception desk			small			
office		artopex		file cabinet			2 drawer lateral			
office		artopex		chairs			guest			
office		artopex		file cabinet						
office				file cabinet						
office				mail unit						
office				shredder			atvia			
office	1193	artopex		desk						то
office		artopex		back w/ hutch						
office		artopex		file cabinet						
office		artopex		bookcases	<u> </u>					
office				chairs			guest high back			
office				chairs			guest high back			
office				table			round			
office				table			sofa back			
office		Steelcase		chairs						
office	1191	artopex	2	file cabinet			storage			тo
office	1190			desk w/ return						то
office				back w/ hutch						
office				file cabinet						
office			1	bookcases						
office			2	chairs		. 	guest			
office		Tcknion	1	chairs						
office	1183	Teknion	12	chairs						то
office		artopex	<u> </u>	conference table						
office				chairs			classroom			
office				ice maker			whirlpool			
office		artopex		sofa table				l		
office		artopex		display wall unit						
office	1180 a cube	artopex		cube desk						TO
office		artopex		file cabinet						
office		artopex		bookcases	<u> </u>					
office		artopex		overheads						
office		artopex	2	roll						
office		Teknion		chairs						
office		Steelcase		chairs	green		guest			
office	1180b cube			cube desk						то
office		artopex		file cabinet		 		•		
office		artopex		bookcases		ļ				
office		artopex		overheads	<u> </u>	ļ				
office		artopex		roll		 	3 drawer			
office		Teknion	<u> </u>	chairs						
office		Teknion	2	chairs	green		guest	L	[]	

			<u> </u>	11	· ·			1	1
office		artopex	19 cube walls			l	*		
office	1182	artopex	I desk w/ return						ר
office		artopex	I back w/ hutch					<u></u>	4
office		artopex	2 file cabinet						4
office		artopex	I bookcases			·			1
office		artopex	2 clusirs			guest			1
office		artopex	1 chairs						1
office		artopex	2 doors			sliding			
office	1187	artopex	l desk w/ return] 1
office		artopex							
office		artopex	1 file cabinet						1
office		artopex	2 bookcases						1
office		artopex	l chairs			guest			1
office	1	human scale	l chairs						1
	1194		I desk w/ return						1.
office	1180	Briopex							1
office		artopex	l back w/ hutch					<u> </u>	1
office		artopex	1 file cabinet						1
office		artopex	I bookcases	+					+
office		artopex	2 chairs	-[]		guest		l	-
office		artopex	I chairs						4
office		artopex	_1 table			round			-
office	-	artopex	I roll drawer			3 drawer			4
office		artopex	l display wall unit						1
office	1185	artopex	1 desk w/ return						ŀ
office		artopex	l back w/ hutch						
office		artopex	I file cabinet						
office		artopex	l bookcases						
office		ertopex	2 chairs			guest			1
office		human scale	I chairs			<u></u>			1
office	1184	artopex	I desk w/ return						1.
office	1	artopex	1 back					1	1
office			I file cabinet					• • • • • • • • • • • • • • • • • • •	1
	·	artopex							1
office		апорех	1 bookcases			·			\mathbf{I}
office		artopex	2 chairs	-		guest			-
office		artopex	I chairs						-
office	1174c	artopex	I desk w/ return						- ·
office		artopex	I back w/ hutch						-
office		artopex	I file cabinet						-
office		artopex	1 bookcases					·	4
office	_ <u></u>	artopex	2 chairs	-		guest			4
office		Steelcase	1 chairs						
office		artopex	2 roll drawer			3 drawer			
office	1174	artopex	2 cube desk						·
office		artopex	12 cube panels						
office		artopex	I conference table						
office		artopex	3 overheads						
office		artopex	2 chairs						1
office		human scale	l chairs						1
office		artopex	5 guest chairs	1				-	1
office		artopex	4 roll drawer			3 3 drawer 1 2 drawer			1
office		artopex	l overlicad shelf	+		S S GIGHEL 1 Z ULGWEI		†	1

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office	11748	artopex	1	desk w/ return					-	то
office		artopex		file cabinet			2 drawer with hutch			
office		artopex		chairs			desk		-	
office		liuman scale	1	chairs		<u> </u>	desk			
office	<u>1174b</u>	artopex		desk w/ return						то
office		artopex	<u> </u>	back						
office		Teknion	!	chairs			desk			
office		artopex	2	file cabinet	· ·	ļ	2 drawer with hutch			
office		artopex	<u> </u>	chairs	<u> </u>		guest			
office	1176a	artopex	2	cube desk		ļ				то
office		artopex	1	chair			desk			
office		arlopex	<u> </u>	file cabinet						
office		artopex	5	roll drawer			3 3 drawer 2 2 drawer			
office		artopex	1	file cabinet			vertical			
office		Steelcase		cube walls w/ good						
				cube walls		1				
office				dividers						
office	1171	artopex		cube desk						то
office				chair			desk			
office			4	metal shelves						
office			1	metal cabinet		ļ				
office		Teknion	<u>ا</u>	cube	<u> </u>	ļ	sınall			
office			<u> </u>	table	ļ	2 x 3 fl.				
office		artopex	4	file cabinet						
office			<u>ı</u>	cabinet	ļ		tail 2 door			
office			4	metal shelves	grey					
office	1172		2	cube desks w/ hutch			drawers attached		_	то
office		human scale	1	chair			desk			
office		Steelcase	<u>ı</u>	chair			desk			
office			4	chairs			desk			
office			3	cube desks	grey					
office			6	overheads						
office			1	bookcases						
office			1	shredder						
office	1178		1	desk w/hutch & return						то
office			1	stand			printer			
office				bookcases						
office		artopex		file cabinet						
office				table			round			
office				chairs			desk			

 Image: state stat

### LAKELAND LIBRARY

## LIST OF ALL INVENTORY ITEMS

# ALL OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

Location	Room Number	Manufacturer	#	ltem	Color	Size	Description
library - LTB	1115	Teknion	21	tables			computer
library		Teknion	1	podium			
library		Teknion	61	chairs			
library		Teknion	3	file cabinet	grey		
library		Teknion	2	bookcase	grey		
library		Teknion	1	counter			long receiving
library	1115		6	book racks			library duals
library		Teknion	6	chairs			lounge
library		Teknion	3	tables			small round
library		Teknion	5	cubes			small
library			6	storage racks		6 shelves	metal framed
library		Teknion	2	cabinets			micro fiche & micro files
library		Teknion	2	desks			computer
library			3	book shelves			tall slanted
library		Teknion	3	tables			work/classroom

#### LAKELAND LTB WORKSPACE AREA

## LIST OF ALL INVENTORY ITEMS

# ALL OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

Location R	.00m #	Manufacturer	Number	Item	Color	Size	Description
	2146	Teknion	1	desk	1	T	1
workspace area	2140	Teknion		return w/ hutch			
workspace area							
workspace area		Teknion		back desk			_
workspace area		Teknion		file cabinet			
workspace area		Teknion		chairs			guest
workspace area		Teknion	1	chair			desk
workspace area	2133	Teknion	1	conference table			
workspace area		Teknion	10	chairs	blue		_
workspace area		Teknion	1	chair			guest
workspace area		Teknion	1	file cabinet			
workspace area	2116		2	built-in desks			
workspace area		Teknion	2	chairs			desk
workspace area		Teknion	7	chairs	black		lounge-type guest
workspace area		Teknion	2	tables			small round
workspace area		IKEA	3	ottomans			red, green, blue
workspace area		Flooring	1	rug		7.5 x 8 ft.	
workspace area	2115	Teknion	5	tables			café round
workspace area		Teknion	16	stools			
workspace area		Teknion	3	chairs			lounge
workspace area		Teknion	1	table			small round
workspace area		Lowes	1	fridge			
workspace area		Teknion	1	ice maker			4.95E+1
workspace area	2116A		1	fridge			fridgidere?
workspace area		Artopex		file cabinet			
workspace area		Artopex	1	bookcase			
workspace area	2182	Teknion	1	conference table			
workspace area		Teknion	11	chairs	blue		
workspace area	2117		4	conference table			large 1 separate
workspace area		Teknion	33	chairs	green		
workspace area		Teknion	1	conference table			small
workspace area		Teknion	1	stools			
workspace area		Teknion	1	credenza	1		

workspace area	corridor seati	Teknion	5	chairs			4 lounge 1 guest
workspace area		Teknion	1	table			round small
workspace area		Teknion	1	rug		5 x 8 ft. ave	rage
workspace area	2159	Teknion	6	bookcase			
workspace area		Teknion	1	file cabinet			
workspace area		Teknion	2	tables	tan		small
workspace area			2	mail box systems			
workspace area	1147	Teknion	2	bookcase	grey		-
workspace area		Teknion	2	file cabinet	grey		
workspace area		Teknion	1	table		2.5 x 5 ft.	
workspace area		Teknion	1	table		2 x 5 ft.	
workspace area		Teknion	1	fridge			
workspace area		Teknion	2	mail box system			
workspace area		Teknion	1	shredder			

EXHIBIT B-1

#### LAKELAND MODULAR BUILDINGS

# LIST OF ALL OFFICES

# ALL OF THESE OFFICES WILL BE USED IN THE TEACH-OUT

Location	Room # 👫	MFG.	#	ÌTËM	Color Size	Description
LMA						
office	8008	work out room	1	cabinet		tall 2 door
office			2	shelves		metal tall
office			1	TV cart		
office			10	chairs	green/metal	stacking
office			1	tables	brown	folding
office	8007	artopex	1	desk w/ hutch & return		
office		artopex	1	file cabinets		
office		artopex	1	bookcases		
office		artopex	2	chairs		guest
office		human scale	1	chair		
office		artopex	1	table		small round
office		artopex	2	roll drawers		2 drawer & 3 drawer
office	8006	artopex	1	file cabinets		
office		artopex	2	stands		metal tiered
office	·	artopex	<u>  1</u>	cabinet		2 door locking
office	8005	artopex	1	desk w/ hutch		
office		artopex	1	chair		
office		medical equip purchased by SGA				
office	8004	artopex	1	desk w/ hutch & return		
office		artopex	2	chairs	green	guest
office		human scale	1	chair		
office		artopex	1	file cabinets		
office		artopex	2	bookcases		
office		artopex	2	roll drawers		2 drawer & 3 drawer
office	8001a	artopex	1	metal shelf		storage
office	8003	artopex	1	desk w/ hutch & return		
office		artopex	1	chair	black	desk
office		artopex	2	chairs	tan	guest
office		artopex		file cabinets		
office		artopex		chair		stacking
office		artopex		table		small round

office		artopex	1	shredder		 
office	8007	artopex	1	desk w/ hutch & return		
office		human scale	1	chair		 
office		artopex	1	file cabinets		
office		artopex	1	bookcases	·	
office		artopex	2	chairs		guest
office		artopex	2	roll drawers		l of each
office	8001	artopex	1	reception desk		
office		Teknion	1	chair		 
office		artopex	1	roll drawers		
office		artopex	4	bookcases		
office		artopex	2	metal shelves		
office		artopex	1	sofa	brown	faux leather
office		artopex	3	chairs		guest
office		artopex	1	fridge		whirlpool
office		artopex		tables		small round
office		artopex	1	bookcases		4 shelves
LMB						
office	8011	artopex	1	bookcases		
office		artopex	4	chairs		guest
office		artopex	1	table		small round
office		artopex	1	roll drawers		3 drawer
office	8010	artopex	3	bookcases		storage
office		artopex	1	metal shelf		storage
office	8013	artopex	1	desk w/ hutch & return		
office		artopex	1	file cabinets		
office		artopex	3	bookcases		1 each
office		artopex	2	roll drawers		
office		artopex	2	guest		
office		human scale		chair		•
office	8014	artopex	1	desk w/ hutch & return		
office		artopex	2	file cabinets		
office		artopex	2	bookcases		l each
office		artopex		roll drawers		
office		artopex		guest		
office	······································	human scale		chair		
office	8017	artopex		desk w/ hutch & return		
office		artopex	Î.	2 file cabinets		
office		artopex		2 bookcases		l each
office		artopex		2 roll drawers		

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	+			i				
office		artopex	1	guest	:			
office		human scale	1	chair				
office		artopex	1	desk w/ hutch & return			:	
office		artopex	1	file cabinets				
office		artopex	3	bookcases			l each	
office		artopex	2	roll drawers				
office		artopex	2	guest				
office	8019	artopex	1	desk w/ hutch & return				
office		artopex	1	file cabinets				
office		artopex	3	bookcases			l each	
office		artopex	2	roll drawers				
office		artopex	2	guest				
office		artopex		chair	black			
office	8021	artopex	1	desk w/ hutch & return				
office		artopex		file cabinets				
office		artopex	. 3	bookcases			l each	
office		artopex	2	roll drawers				
office		artopex	1	guest				
office		artopex	1	chair	black			
office	8020	artopex	1	desk w/ hutch & return				
office		artopex	2	file cabinets				
office		artopex		bookcases			1 each	
office		artopex		roll drawers				
office		artopex	2	guest				
office		human scale		chair				
office	8018	artopex		desk w/ hutch & return				
office		artopex		file cabinets				
office		artopex		bookcases			l each	
office		artopex		roll drawers				
office		artopex		guest				
office		human scale		chair				
office	8016	artopex		desk w/ hutch & return		_		
office		artopex		file cabinets				
office		artopex		bookcases		_	l each	
office		artopex		roll drawers	1			
office		artopex		guest				
office		artopex		chair	1			
office	8014	artopex		desk w/ hutch & return	1			
office		artopex		file cabinets	1	-		
office	1	artopex		bookcases	1			

office		artopex	2	roll drawers		l each
office		artopex	2	guest		
office		human scale	1	chair		
office	8012	artopex	1	desk w/ hutch & return		
office		artopex	2	file cabinets		
office		artopex	3	bookcases		2 drawer
office		artopex	1	roll drawers		
office		artopex	2	guest		
office		artopex	1	chair		
LMC						
office	8029	artopex	1	desk w/ hutch & return		
office		artopex	1	file cabinets		
office		artopex	1	bookcases		l each
office		artopex	2	roll drawers		
office		artopex	2	guest		
office		Steelcase	1	chair		desk
office		artopex	1	table	2 x 3 ft.	
office	8031	artopex	1	desk w/ hutch & return		
office		artopex	1	file cabinets		
office		artopex	1	bookcases		l each
office		artopex	2	roll drawers		
office		artopex		guest		
office		human scale		chair		••••••••••••••••••••••••••••••••••••••
office	8033	artopex		desk w/ hutch & return		
office		artopex		file cabinets		1
office		artopex		bookcases		1 each
office		artopex		roll drawers		
office		artopex		guest		
office		artopex		chair		
office	8023a			metal shelf		storage
office		artopex		desk w/ hutch & return		
office		artopex		bookcases		
office		artopex		file cabinets		
office		artopex		roll drawers		1 each
office		artopex	1	chair		guest
office		Teknion	1	chair		desk
office		human scale	1	chair		
		Steelcase	<b>_</b>	desk		
office	<b>8</b> 033	artopex	J	desk w/ hutch & return		·
office	0027	artopex		bookcases		

office		artopex	1	file cabinets	 ••••
office		artopex	2	roll drawers	l each
office		artopex	1	chair	guest
office		artopex	1	chair	desk
office		Steelcase	1	chair	
office	8032	artopex	1	desk w/ hutch & return	
office		artopex	1	file cabinets	
office		artopex	2	bookcases	l each
office		artopex	2	roll drawers	
office		artopex		guest	
office		artopex		chair	
office	8030	artopex		desk w/ hutch & return	
office		artopex		file cabinets	
office		агторех		bookcases	
office		artopex		roll drawers	 3 drawer
office		artopex		guest	 5 614 (10)
office		artopex		chair	 ······································
	0020	artopex		desk w/ hutch & return	 
office	8028				
office		artopex		file cabinets	
office		artopex		bookcases	2 4
office		artopex		roll drawers	 3 drawer
office		artopex		chair	 guest
office		Teknion		chair	 
office		artopex		table	round
office	8026	artopex		desk w/ hutch & return	
office		artopex		file cabinets	 
office		artopex		bookcases	 
office		artopex	2	roll drawers	 l each
office		artopex	2	guest	
office		artopex	1	chair	 
office		artopex	1	tables	 round
office	8024	artopex	1	desk w/ hutch & return	 
office		artopex	1	file cabinets	
office		artopex	2	bookcases	 l each
office		artopex	2	roll drawers	 2 drawer both
office		artopex	1	guest	
office		Teknion	]	chair	 
office		artopex	1	table	 round
LMD					 
office	8037	artopex	1	desk w/ hutch & return	

office		artopex	2	file cabinets			
office		artopex	4	bookcases			
office		artopex	1	roll drawers			
office		artopex	1	guest			
office		human scale	1	chair			
office		artopex	1	table	tan		small round
office	8035	artopex	2	mail room sorters			mail room
office		artopex	1	table			mail room
office	8034	artopex	1	fridge Whirlpool			storage
office		artopex		bookcases			storage
office		artopex	1	metal shelf			storage
office		artopex	1	cabinet			tall 2 door
office		artopex	1	table		2 x 3 ft.	
office	8039	artopex		dual desk			
office		artopex	1	file cabinets			
office			·				
office		artopex	·	roll drawers			3 drawer both
office		artopex	1				
		artopex		guest			
office		artopex	1	chair	black		desk
office		artopex		table		2 x 3 ft.	
office	8041	artopex	1	desk w/ hutch & return			
office		artopex	1	file cabinets			
office		artopex		bookcases			1 each
office		artopex	2	roll drawers			2 drawer both
office		artopex	2	guest			
office		Teknion	1	chair			·······
office		artopex					
office	8043	artopex	1	desk w/ hutch & return			
office		artopex	2	file cabinets			
office		artopex	1	bookcases			l each
office		artopex	3	roll drawers			drawer
office		artopex	1	guest			
office		artopex	1	chair	blue		
office		artopex					
office	8045	artopex	1	desk w/ hutch & return			
office		artopex	1	file cabinets			
office		artopex	3	bookcases			1 each
office		artopex	1	roll drawers			l each
office		artopex	1	guest			
office		artopex	1	chair			

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office	8044	artopex	1	desk w/ hutch & return	-	
office		artopex	2	file cabinets		
office		artopex	1	bookcases		1 each
office		artopex	2	roll drawers	_	l each
office		artopex	2	guest		
office		Teknion	1	chair		
office	8042	artopex	1	desk w/ hutch & return		
office		artopex	2	file cabinets	_	
office		artopex	]	bookcases		1 each
office		artopex	2	roll drawers		l each
office		artopex	1	guest		
office		Teknion	1	chair		
office		artopex	1	table		small round
office	8040	artopex	1	desk w/ hutch & return		
office		artopex	1	file cabinets		
office		artopex	3	bookcases		1 each
office		artopex	2	roll drawers		2 drawer
office		artopex	3	guest		
office		artopex	1	chair		
office	8038	artopex	1	desk w/ hutch & return		
office		artopex	2	file cabinets		
office		artopex	3	bookcases		1 each
office		artopex	2	roll drawers		l each
office		artopex	1	guest		
office		artopex	1	chair	black	
office	8036	artopex	1	desk w/ hutch & return		
office		artopex	1	file cabinets		
office		artopex	2	bookcases		l each
office		artopex	2	roll drawers		l each
office		artopex	2	guest		
office		human scale	L 1	chair		

#### LAKELAND LEARNING CENTER

# ALL OF THESE CLASSROOMS AND OFFICES WILL BE USED IN THE TEACH-OUT

Location	Room #	MFG.	#	ITEM	Color	Size	Description	Equipment	Miscellaneous
цс							· · · · · · · · · · · · · · · · · · ·	Constant	andium
			1					Crestron	podium
								projector	inovable tables &
		<b>T</b>	I			1		VCR/DVD	chairs
classroom	2100	Teknion		tables			classroom	Screen	whiteboards
lassroom		Teknion		chairs			classroom		
								Crestron	podium
								projector	inovable tables &
								VCR/DVD	chairs
classroom	2102	Teknion	16	tables			classroom	Screen	whiteboards
lassroom		Teknion		chairs		1	classroom		
								Crestron	podium
								projector	inovable tables &
							-	VCR/DVD	chairs
• • • • • • •	2102	T-1	1				alagansasa	Screen	whiteboards
lassroom	2103	Teknion		tables			classroom	Screen	whiteboards
lassroom		Teknion		chairs		·	classroom		
	1		1			1		Crestron	podium
			1				1	projector	inovable tables &
								VCR/DVD	chairs
lassroom	2124	Teknion	13	tables		2.5 x 6 ft.	computer tables	Screen	whiteboards
lassroom		Teknion	26	chairs			classroom		
			1			T	I	Crestron	podium
								projector	movable tables &
	1							VCR/DVD	chairs
lacesaur	2126	Herman miller		tables	tan	3 x 5 fl.	classroom	Screen	whiteboards
classroom	2125			chairs	1011	12 × 2 11.	classroom	Sciecii	Anteodalds
classroom	·	Teknion				2.2.9			
classroom	Į	Teknion	2			2 x 3 fl.	work tables		
lassroom	ļ	Teknion	<u> l</u>	tables		30" round	classroom		
									observation room to
									2104
								Crestron	podium
								projector	movable tables &
						1		VCR/DVD	chairs
classroom	2101	Teknion	1 12	tables		1	classroom	Screen	whiteboards
lassroom	2.01	Teknion		chairs		1	1		
-1455100111	1	rennon		10113				Crestron	podium
			1			1			
								projector	movable tables &
		L	1	l		1	1	VCR/DVD	chairs
classroom	2200	Teknion		tables		<u> </u>		Screen	whiteboards
classroom		Teknion		tables		2x 3.5 ft.	L		
lassroom		Teknion	30	chairs					
			1	1		1		Crestron	podium
	1		1	l		1	1	projector	movable tables &
	1		1	I		1	1	VCR/DVD	chairs
lassroom	2201	Teknion	11	tables		1		Screen	whiteboards
		Teknion		chairs		+	t		
lassroom				tables		2 x 3.5 ft	·{		
lassroom		Teknion	44	uaotes	_	12 x 3.3 IL			
			1			1		Crestron	podium
			1					projector	movable tables &
	1		1	I	ł	1		VCR/DVD	chairs
classroom	2202	Teknion		tables		<u> </u>	<u> </u>	Screen	whiteboards
lassroom		Teknion	22	chairs					
	1			1				Crestron	podium
	1		1	1		1		projector	inovable tables &
			1	1		1	1	VCR/DVD	chairs
lassroom	2212	Teknion	17	tables		1		Screen	whiteboards
							1		
lassroom	ļ	Teknion		chairs	_	0.000	+		
lassroom	<u> </u>	Teknion	44	tables		2 x 3.5 ft.	·		
	1			1		1		Crestron	podium
	1	1		I		1		projector	movable tables &
	1			1		1		VCR/DVD	chairs
classroom	2211	Teknion		tables		1		Screen	whiteboards
classroom	†	Teknion		chairs		1			
classroom	t	Teknion		tables		2 x 3.5 ft.			
office	2122	Teknion	+	desk					
office		Teknion	1 1	return					

		r	· · · · · · · · · · · · · · · · · · ·	r	r	1.2.4	·······		
office		Teknion	2 roll diawer			1 2 drawer 1 3 drawer			
office			2 bookcase				 		
office			I file cabinet				 		
office			2 chairs			guest			)
office			I chair	ļ		desk	 		
office office	2123		d chairs			guest	 	то	
office			2 tables			small round	 		
office		Teknion	Ing		5 x 8 ft.		 		
office	2121		desk					ТО	
office			l return				 		
office		Teknion	back w/ hutch			12 drawer 13	 		
office		Teknion	2 roll drawer			drawer			
office		Teknion					 		
office			file cabinet						
office			2 chairs			guest	 		
office	2120		l chair I dual desk	ļ		desk	 	то	
office	2120		hutch				 	10	
office			2 bookcases	grey			 		
office		Teknion	5 dual desk					то	
office			2 tables	ļ			 		
office		Teknion	l hutch l bookcases				 		
onice		TEKIBUR	GOOKCASES			2 2 drawer 2 3			
office		Teknion	foll drawers			drawer			
			1			12 drawer 13			
office			2 roll drawers	grey		drawer	 		
office			B chairs   chair	blue					
office			l file cabinet	green			 		
office	2119a		bookcases	grey		storage		то	
office	2110		desk w/ hutch					то	
office			l chair			desk			
office			l chair			guest			
office			bookcases file cabinet						
office			return				 		)
office			roll drawers			3 drawer	 		
office	2109		desk w/ hutch					то	
office			l chair	ļ		desk	 		
office office			2 chair 2 bookcases			guest	 		
office			file cabinet				 		
office			roll drawers			3 drawer	 		
office	2108		desk w/ hutch					то	
office			chair			desk	 		
office			chair bookcases			guest	 		
office			file cabinet				 		
			1	1		12 drawer 13	 		
office			2 roll drawers			drawer	 		
office			desk w/ hutch			deal		TO	
office office			chair   chair			desk guest	 		
office			B bookcases			P.4001	 		
office			file cabinet						
						12 drawer 13			
office			2 roll drawers			drawer	 		
office office		Teknion Teknion	tables desk w/ hutch	tan		small square	 	то	
office		Steelcase	chair			desk	 ····	10	
office		Teknion	chair			guest	 		
office			bookcases				 		
office		Teknion 1	l file cabinet			1.1	 		
office		Teknion 1 Teknion	roll drawers			3 drawer small round	 		
office		Teknion	chair	multi		lounge	 		
office		Teknion	desk w/ hutch					то	
			reception desk			return, back, work			
office		Teknion I Sleelcase	sct	<u> </u>		desk, greet area	 		
office		I DIRRICORD	chair	I		desk	1		)
office				·			 		
office office		Teknion	chair			guest	 · · · · · ·		
office office office		Teknion 1 Teknion 1							-

						3 3 drawer metal 1 3		· · · · ·
office		Teknion	4 roll drawers			drawer wood grain		
office		Teknion	tables		1	small round		
office		Teknion	I chair		<u>+</u>	desk		
		and the second			·	UCAN		
ffice	2117	Teknion	I desk w/ hutch					
flice		Teknion	l chair		. <u> </u>	desk		
flice		Teknion	1 chair			guest		
ffice		Teknion	S bookcases					
ffice		Teknion	I file cabinet	1				
ffice		Teknion	1 roll drawers		1	2 drawer		
			the second s			2 01011 01		
flice		Teknion	1 return		·			
flice	2104	Teknion	3 file cabinet	<u> </u>		view from 2101		
ffice		Teknion	2 tables			small round		
ffice		Teknion	1 tables			medium round		
ffice		Teknion	3 chairs	1		desk		
Oice		Teknion	2 chairs	1		guest		
			the second s			classroom		
ffice		Teknion	1 chair	<u> </u>				
flice		Teknion	6 chairs	blue	ļ	upholstered		
office		Teknion	1 tables		2 x 3 ft.	work tables		
office	2118	Teknion	1 tables		2 x 3 fL	work area		
			mailroom					
		Takaian	1 sorter					
ffice		Teknion			25.00	hase for so to -		
ffice		Teknion	1 tables		2.5 x 6 fL	base for sorter		
office	2116	Teknion	1 desk		<u> </u>			
		l I						
ffice		Teknion	l return w/ hutch	h	1			
office		human scale	1 chair	black	1			
		Teknion	2 bookcases		+	t	·	
office					·			
office		Teknion	1 file cabinet		. <u> </u>			
office		Teknion	1 tables			round		
office		Teknion	2 chairs			guest		
				1		12 drawer 13		
office		Teknion	2 roll drawers			drawer		
	0116			- <u> </u>				
office	2115	Teknion	1 desk w/ hutch		-			
office		Teknion	l return					
office		Teknion	1 chair					
office		Teknion	2 bookcases					
office		Teknion	I file cabinet		1			
		Teknion		+				
office								
office		Tcknion	1 chairs		.]	guest		
office		Teknion	1 roll drawers		1	2 drawer		
office	2114	Teknion	I desk w/ hutch					
office		Teknion	1 return	1	1			
office	·····	human scale	1 chair		1			
the second se		the second s				+		
office		Teknion	3 bookcases					
office		Teknion	I file cabinet					
office		Teknion						
office		Teknion	1 chairs			guest		
					1	12 drawer 13		
		Talutan		1	1			
office		Teknion	2 roll drawers	+		drawer		
office	2113	Teknion	l desk w/ hutch			<u> </u>		
office		Teknion	1 return					
office		Teknion	1 chair					
office		Teknion	2 bookcases	1				
office		Teknion	2 file cabinet	1	1			
			1 table	1	2 . 1 A	1		
office		Teknion		tan	2 x 3 ft.	1	<u> </u>	ļ
office		Teknion	1 chairs	1	ļ	guest	L	
						12 drawer 13		
office		Teknion	1 roll drawers			drawer		
office	2209	Teknion	1 sofa	multi	T	1		
office	2207	Teknion	1 chair	multi	1	lounge		
				mun		Trounge		
office		Teknion	1 file cabinet				L	
office		Teknion	1 chair		<u> </u>	guest		
office		Teknion	1 table	1	2 x 4 fL			
	2207	Teknion	l desk	1	T			
office I		Teknion	1 return	1	1	1		
				+		1		
office office		Teknion	I back w/ hutch		+	·   · · · · · · · · · · · · · · · · · ·		
office		Teknion	1 file cabinet	1		<u> </u>		
office office office		Trata T	2 bookcases					
office		Teknion				3 drawer		
office office office			1 roll drawers					
office office office office office		Teknion	l roll drawers		1			
office office office office office office		Teknion Teknion	l chair			lunat		And the second se
office office office office office office office		Teknion Teknion Teknion	l chair 1 chair			guest		
office office office office office office office office	2208	Teknion Teknion Teknion Teknion	l chair l chair l d <del>e</del> sk			guest		
office office office office office office office office	2208	Teknion Teknion Teknion Teknion	l chair 1 chair			guesi		
office office office office office office office office	2208	Teknion Teknion Teknion Teknion Teknion	l chair l chair l desk l return			guest		
office office office office office office office office	2208	Teknion Teknion Teknion Teknion	l chair l chair l d <del>e</del> sk			guest		

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		1	• .	•				 and the second	
office		Teknion	2	roll drawers			3 drawer 12 drawer		
office		Teknion	1	chair					
office		Teknion	2	chair			guest		
office		Teknion	1	table			small round		
office		Teknion	2	chairs	multi		lounge		
office	2210	Teknion	4	cubes			rental		ТО
office		Teknion	4	chairs			desk		
office		Teknion	4	bookcases					
office		Teknion	3	file cabinets					
office		Teknion	1	ານຊ	multi	8 x 11 ft.			

#### LAKELAND TECHNOLOGY BUILDING

#### LIST OF ALL CLASSROOMS AND OFFICES

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# ALL OF THESE CLASSROOMS AND OFFICES WILL BE USED IN THE TEACH-OUT

Location	Room Number	Manufacturer	#	ltem	Color	Size	Description
classroom	2154			tables	blue/white	36x60	lower shelf w/brakes
classroom	1.54			tables	brown	36x72	computer tables w/racks
classroom			i	lable	brown	24x60	
classroom			1	cabinet	brown	20"	2 door
classroom		Thermo Forming Center	j	equip	grey		911 495000249748
classroom		intelitek table	1	equip	[		4.95E+11
classroom		scorbot-er4		equip			scope 495000246216
classroom		motoman sv3x	1	equip	grey	s#rh9251-1076-3	manipulator & controller
classroom	·		1	equip	grey	s#rh9281-1043-2	manipulator & controller
classroom		intelitek table	· 1	eqip	blue	s#110662aa0174	495000249749
classroom			1	table	grey	30x36	computer
classroom		epilog mini	1	equp	grey	s#8035-0632301812	4.95E+11
classroom		electro corp	1	equip	blue	s#9354	
classroom		kobalt	2	equip			compressors 1 5.5 1 1.5
classroom		fisher	I	gorbel lift			2000 lobs cap
classroom			10	chairs			classroom w/o arms
classroom			7	chairs			classroom w/ anns
classroom			3	chairs			lounge
classroom		hp plotter	1	equip			495000249717
classroom		harrington	1	equip		s#062389	lift w/ chain 1/4 ton cap
classroom	2155	teknion	14	tables	[		curved afixed
classroom		tcknion	47	chairs			classroom
classroom		teknion	1	conference table			small
classroom	2154	teknion	7	tables		6 x 2.5 ft	classroom
classroom		teknion	1	tables		5 x 2 ft	classroom
classroom		teknion	16	chairs	blue multi		classroom
classroom		teknion	4	tables		2.5 x 5 ft	work type
classroom		teknion		stool	black		
classroom		teknion	1	cabinet			2 door sinall
classroom		teknion		desk			computer
classroom	2153	teknion	24	chairs			classroom
classroom		teknion	14	tables		2.5 x 6 ft	classroom
classroom		teknion		tables		2 door	print w/ cabinet
classroom	2152	teknion	10	Isbles		2.5 x 6 fì	classrooin
classroom		teknion	20	chairs			classroom
classroom		teknion		table		2 door	print w/ cabinet
classroom	2151	teknion		chairs	multi		lounge
classroom		teknion		tables			small rectangle
classroom		teknion	1	chairs			classrom
classroom		teknion		bookcase	grey		L
classroom		teknion	ļ	fdesk			<u></u>
classroom		teknion		return w/ hutch	ļ		
classroom		teknion		back desk			
classroom	ļ	teknion		roll drawer	<u> </u>		2 3 drawer
classroom		teknion		chairs			guest
classroom	-	teknion		chair			office
classroom	- -	teknion	1	ու		7 x 8 fi approx	
classroom		teknion		table		2 door	print w/ cebinet
classroom	2150	teknion	<u> </u>	tables			small
classroom		teknion		5 tables		2 x 5 fi	classroom
classroom		teknion	1	table	<u> </u>	2.5 x 5 ft	classroom

<u>г.                                    </u>	1				I	Γ	
classroom		teknion	15	chairs			classroom
classroom		teknion	1	file cabinet	grey		
classroom		teknion	2	roll drawer			2 3 drawer
classroom		(cknion	1	cabinet		2 door	small
classroom		teknion	1	file cabinet			3 drawer
classroom		teknion	1	cabinct		2 door	large
classroom		teknion	3	bookcase			L
classroom	1124	teknion		tables			classroom
classroom		teknion	38	chairs	ļ		classroom
classroom		tcknion	]	stool			
classroom	1125	teknion	18	tables			classroom
classroom		teknion	36	chairs			classroom
classroom		teknion	1	stool			
classroom	1125a	teknion	18	tables			classroom
classroom		teknion	36	chairs			classroom
classroom		teknion	1	stool			
classroom	l 124a	teknion	19	tables			classroom
classroom		teknion	38	chairs			classroom
classroom		teknion	1	stool			
classroom	1123	teknion	15	tables			classroom
classroom		teknion	36	chairs			classroom
classroom		teknion	1	stool			
classroom	1122	teknion	20	tables			classroom
classroom		teknion	42	chairs			classroom
classroom		teknion	1	stool			
classroom	1121	teknion	15	tables			classroom
classroom		teknion	36	chairs			classroom
classroom		teknion	1	stool			
classroom	1120	teknion	18	tables			classroom
classroom		teknion		chairs			classroom
classroom		teknion	1	stool			
classroom	1105		23	tables			classroom
classroom		teknion		chairs			classroom
classroom		teknion					
classroom	1104	teknion	23	tables	· · · · · · · · · · · · · · · · · · ·		classroom
classrooin		teknion		chairs			classroom
office	2149	teknion		desk	brown		
office	217/	teknion		return w/ hutch			· · · · · · · · · · · · · · · · · · ·
office		teknion		back desk	· ····································	· · · · · · · · · · · · · · · · · · ·	
office		teknion		bookcase			
office		teknion		file cabinet			4 drawer
office		teknion	<u> </u> ;	chairs	blue2147		desk
office		teknion		roll drawer	101002147		2
		teknion		chairs	multi		guest
office	2140	teknion		desk			dual
office	2148	teknion	<u></u>	bookcase	grey metal		5 shelves
office			<u>-</u>		1		5 drawer
office		teknion		file cabinet	grey metal		deski
office		teknion		chairs roll drawer	blue		1 2 drawer 1 3 drawer
office		teknion					1 2 UIAWEI I 3 GRAWEI
office		teknion		overheads			
office	2147	teknion	1	desk			
office		tcknion		return w/ hutch			
office	<b> </b>	teknion	1	back desk			
office	<b>}</b>	teknion	1	chairs	blue		desk
office		teknion		chaur	multi		guest
office		teknion		file cabinet			4 drawer
office	2145	teknion		table			
office	1	teknion	I I	mail sorter	1		1

office		leknion	I	copier			
office		Апорех	2	file cabinet	lan		5 drawer
office	2144	teknion	1	desk			
office		teknion	1	return w/ hutch			
oflice		teknion	1	back desk			
office		human scale	1	chair			desk
office		teknion		credenza	1		
office	·····	teknion	1	chair			guesi
office		teknion		bookcase			<u>e</u> u
office		teknion		file cabinet	·		4 drawer
		teknion				-	2 2 drawer 1 3 drawer
office				[	<u> </u>		2 2 drawer 1 3 drawer
office	2143	teknion	<u>'</u>	dual desk	+		
office		teknion		overliesds			
office	· · · · · · · · · · · · · · · · · · ·	teknion		file cabinet	grey		5 drawer
office		teknion	4				2 2 drawer 2 3 drawer
office	2142	teknion		desk		0	
office		teknion	1	return w/ hutch			
office		teknion	<u> </u>	back desk			
office		human scale	<u>1</u>	chair	<u> </u>		desk
office		teknion	2	credenza			
office		teknion		chair			guest
office		teknion	1 1	bookcase			
office		teknion					-
office		teknion	1	roll drawer			1 3 drawer
office	2141	teknion	1	dual desk			
office	2171	teknion		overheads		-	
		teknion		file cabinet			5 drawer
office					grey		2 2 drawer 2 3 drawer
office		teknion		roll drawer	+		Z Z drawer Z 5 drawer
office		teknion		bookcase			
office		teknion		chairs	· · · ·		office
office	2140	teknion		dual desk			
office		teknion	3	overheads			
office		teknion		file cabinet	grey		5 drawer
office		teknion	4	roll drawer			2 2 drawer 2 3 drawer
office		teknion	1	bookcase			
office		teknion	!	chairs			office
office	2139	teknion	2	desk			
office		teknion	1	return			
office		teknion	1	chairs			guest
office		teknion		bookcase			
office		teknion		file cabinet			
office		teknion		roll drawer	1	1	1 2 drawer 1 3 drawer
office	2170	teknion		desk	1		
T	2138	teknion	-	return w/ hutch	l	1	1
office			+;		1		1 2 drawer 1 3 drawer
office		teknion		roll drawer	<u> </u>		
office		teknion		chair	+		desk
office		teknion		chairs	<u> </u>		guest
office	2137	teknion		dcsk			
office		teknion		return w/ hutch	·		<b> </b>
office		teknion		roll drawer	<u> </u>		1 2 drawer 1 3 drawer
office		teknion		chairs	ļ		desk
office		teknion	;	bookcase			
office		teknion		file cabinet			
office	2136	teknion		dua) desk			
office		teknion	:	overheads			
office		teknion		file cabinet	grey		5 drawer 3 drawer
office		teknion		roll drawer	· ·		2 2 drawer 2 3 drawer
office		teknion		roll drawer	+		3 drawer

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- 01	1	teknion	2	chairs	l	Г	office
office	2135	teknion		desk			onice
office	2133	teknion		return w/ hutch			
		teknion		roll drawer			1 2 drawer 1 3 drawer
office		teknion		chairs			desk
office	-			bookcase			
office		teknion	4				3 wood grain 1 metal
office		teknion		file cabinet			grest
office		teknion		chair			
office	2134	teknion		desk			
office		teknion		return w/ hutch			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	+	teknion	1	alwins			desk
office		teknion	2	bookcase			
office		teknion	1	file cabinet			
office		teknion	2	chair			guest
office	2132	teknion	1	desk			
office		teknion	1	return w/ hutch			
office		teknion	1	back desk			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	-	teknion	1	chairs			desk
office		teknion	3	bookcase			
office		teknion	2	chairs	<u> </u>		guest
office	2131	teknion	1	desk			
office		teknion	1	return w/ hutch			
office		teknion					
office		teknion					
office		teknion	1	back desk			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office		teknion	1	chairs			desk
office		teknion	4	bookcase			
office		teknion	2	chairs			guest
office		teknion	2	file cabinet			
office	2130	teknion	1	desk			
office		teknion	1	return w/ hutch			
office		teknion					
office		teknion					
office		teknion	1	back desk			
office		tcknion	2	roll drawer			1 2 drawer 1 3 drawer
office		teknion	1	chairs			desk
office		teknion	1	bookcase			
office		teknion	2	chairs			guest
office		teknion	1	file cabinet			
office	2129	teknion					
office		teknion		desk			
office		teknion	1	return w/ hutch			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office		teknion	1	chairs			desk
office		teknion	2	bookcase			
office		teknion	2	file cabinet			
office		teknion		chair			guest
office	2128	teknion		desk			
office		teknion	1	return w/ hutch			
office		tcknion	2	roll drawer			1 2 drawer 2 3 drawer
office		teknion		chairs			desk
office		teknion	2	bookcase			
office		tcknion	1	file cabinet			
office		teknion		chair			guest
OTTICE							

office	·	teknion	<u> </u>	return w/ hutch			
office		teknion	2				1 2 drawer 2 3 drawer
office		teknion	<u> </u>	chairs			desk
office		teknion	2	bookcase			
office		teknion	<u>l</u>	file cabinet			
office		teknion	2	chair			guest
office	2126	teknion	1	desk			
office		teknion	1	return w/ hutch			
office		teknion	<u> </u>	roll drawer	ļ		1 2 drawer 2 3 drawer
office		teknion	1	chairs			desk
office		teknion	1	bookcase			
office		teknion	I	file cabinet			
office		teknion	2	chair			guest
office	2125	teknion	1	desk			
office		teknion	1	return w/ hutch			
office		teknion		roll drawer			1 2 drawer 2 3 drawer
office		teknion	i	chairs			desk
office		teknion		bookcase			
office		teknion		file cabinet			
		teknion	1	chair	+		guest
office			<del> </del>				Pares.
office	2124	teknion	<u>                                      </u>	desk			<b>-</b>
office		teknion		return w/ hutch		 	
office		teknion	2	roli drawer			1 2 drawer 2 3 drawe
office		teknion	¹	chairs			desk
office		teknion		bookcase			
sifice		teknion	<u> </u>	file cabinet			
office		teknion	2	chair			guest
office	2123	teknion	1	desk			
office		teknion	<u> </u>	return w/ hutch			
office		teknion	2	roll drawer			1 2 drawer 2 3 drawe
office		teknion	2	chairs			desk
office		teknion	1	bookcase			
office		teknion	1	file cabinet			
office		teknion	2	chair			guest
office	2122	teknion		desk			[
office		teknion		return w/ hutch			
office		teknion	· · · ·	roll drawer			1 2 drawer 2 3 drawe
	· ·			chairs	-		desk
office		teknion		bookcase			U
office		teknion	<u> </u>		-		
office		teknion		file cabinet			
office		teknion	4	chair	-		guest
office		teknion		round table			
office	2121	teknion	1	desk	-		
office		teknion	<u> </u>	return w/ hutch		ļ	
office		teknion		roll drawer			1 2 drawer 2 3 drawe
office		teknion	<u>                                     </u>	chairs			desk
office		leknion	<u> </u>	bookcose		l	<u> </u>
office		teknion		lile cabinet			
office		teknion	i	chair			guest
office		teknion		table			small round
office	2120	teknion		desk			
office		teknion		return w/ hutch			
office		teknion		desk drawer	1		2 drawer
office		Steelcase	1	chairs			desk
office		tcknion		bookcase		1	
				3 file cabinet		1	
office				· · · · · · · · · · · · · · · · · · ·		t	
office	[	teknion		2 chair			guest

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office		Steelcase	1	conference table			
office	2118/19		I	dcsk			
office			1	return			
office			3	drawers			part of desk
office		Herman Miller	1	chairs			desk
office			2	bookcase			
office			1	file cabinet			
office		Steelcase	8	chair			guest
ffice		Steelcase	1	conference table			
ffice			1	credenza w/ hutch			
office		Sofa Express	2	lounge chairs	green		guest
office		Sofa Express		sofa		· · · · · · · · · · · · · · · ·	
office				tables			small end
office	· · · · · · · · · · · · · · · · · · ·	·····		lable			coffee style
office		Sofa Express		lainps	goldish		
office	2181	teknion		desk			
flice		teknion		return w/ hutch			
office		teknion	' 	roll drawer			1 2 drawer 2 3 drawer
office		teknion		chairs			guest
office		teknion		bookcase			<u></u>
office		teknion		file cabinet			
office		teknion	,	chair			desk
office	2100	teknion		desk	-		
office	2180	teknion		return w/ hutch			
office		teknion		roll drawer			1 2 drawer 2 3 drawer
office		teknion		chairs			
office		teknion		bookcase	·		guest
		teknion		file cabinet	· · · · · · · · · · · · · · · · · · ·	······	
office		teknion	2	chair			desk
office	2170		1	d <del>e</del> sk			UCSK
office	2179	teknion		1			
office		teknion		return w/ hutch			
office		teknion		roll drawer			1 2 drawer 2 3 drawer
office		teknion		chairs			guest
office		teknion		bookcase			
office		teknion		file cabinet	·		
office		teknion		chair			desk
office		teknion	1	back desk			
office	2178	teknion		desk			
office		teknion		return w/ hutch			
office	·	tcknion		roll drawer	<u> </u>		1 2 drawer 2 3 drawer
office		teknion		chairs			guest
office		teknion	2	bookcase	ļ		
office		teknion	1	file cabinet			
flice		teknion	1	chair			desk
office		teknion	1	back desk			
office	2177		1	desk			
office		teknion	1	return w/ hutch	<b>.</b>		
office		teknion	2	roll drawer			1 2 drawer 2 3 drawer
office		teknion	2				guest
office		teknion	2	bookcase			
office		teknion	<u> </u>	file cabinet	ļ		
office		teknion		chair			desk
office	2176	teknion	1	desk			
office		teknion	J	return w/ hutch			
office	5	teknion	2	roll drawer			1 2 drawer 2 3 drawer
office		teknion	2	chairs			guest
office		teknion	2	bookcase			
office		teknion	1	file cabinet			

office		teknion	<u> </u>	chair			desk
office		teknion	1	back desk			
office	2175	teknion	1	desk			
office		teknion	<u> </u>	return w/ hutch			
office		teknion	2	roll drawer			1 2 drawer 2 3 drawer
office		teknion	4	chairs			guest
office		teknion	3	bookcase			
office		teknion	2	file cabinet			3 drawer
office		teknion	1	chair			desk
office		teknion	1	table			round
office		teknion	1	desk			
office		teknion	i	return w/ hutch			
office		teknion	1	roll drawer			1 2 drawer 2 3 drawer
office		teknion	1	chairs			guest
		teknion	<del> </del>	CIMITS			,
office							
office		teknion	<u> </u>	-1-1-			desk
office		teknion	<u>+'</u>	chair			
office		teknion		table			round
office		teknion		desk			
office		teknion		return w/ hutch			
office		teknion		roll drawer			1 2 drawer 2 3 drawer
office		teknion	2	chairs	ļ		guest
office		teknion	2	bookcase			
office		teknion	· ·	file cabinet			
office		teknion	1	chair			desk
office		teknion	1	back desk			
office	2172	teknion	<u> </u>	desk			
office		tcknion	1	return w/ hutch			
office		teknion	2	roll drawer			1 2 drawer 2 3 drawer
office		teknion	2	chairs			guest
office		teknion	3	bookcase			
office		teknion	1	file cabinet			
office		teknion		chair			desk
office		teknion	~ <b>}</b>	back desk			
office	2171	teknion		desk	1		
office		teknion	-	return w/ hutch			
				roll drawer			1 2 drawer 2 3 drawer
office		teknion			<u>†</u>		T
office		teknion		chairs bookcase			guest
office		teknion			l		
office		teknion		file cabinet			l
office		teknion		chair			desk
office		teknion		back desk			
office		teknion		-			1
office	2170	teknion		desk			
office		teknion		return w/ hutch			
office		teknion		2 roll drawer			1 2 drawer 2 3 drawe
office	<u></u>	teknion		2 chairs	<u> </u>	<u></u>	guest
office		teknion		2 bookcase			
office		teknion		file cabinet			
office		teknion		2 chair	L	L	desk
office		teknion		I back desk			
office	2169	teknion		) desk			
office		teknion		l return w/ hutch			
office		teknion		2 roll drawer			I 2 drawer 2 3 drawe
office		teknion		2 chairs			guest
		teknion		2 bookcase			**************************************
office		teknion	-	I file cabinet	1		1
office							desk

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office		teknion	· · · t	back desk	1		
office	2168	teknion	i	dual desk			
office		teknion	2	chairs	1		desk
office		teknion		file cabinet	grey		
office		tcknion		bookcase	grey		
office		tcknion	· · · · · · · · · · · · · · · · · · ·	overheads			
office	2167	tcknion	 I	desk			
office		teknion		return w/ hutch	l		
office		teknion	······································	roll drawer			1 2 drawer 2 3 drawer
office		teknion		chairs			guest
office		teknicn		bookcase			guest
office		teknion	<u></u>	file cabinet			
office		teknion	<u>-</u> 1	chair			desk
office		teknion	;	back desk			desk.
	2166			Dack desk			
office	2100	teknion					
office		teknion		deale	<u> </u>		
office		teknion		desk			
office		teknion		return w/ hutch			1.2 damage 2.2.1
office		teknion		roll drawer			1 2 drawer 2 3 drawer
office		teknion	2	chairs			guest
office		teknion	1	bookcase			
office		tcknion		file cabinet			
office		teknion		chair			desk
office	_	tcknion		credenze	<b>_</b>		
office	2165	teknion		desk			
office		teknion		return w/ hutch			
office		teknion		roll drawer			1 2 drawer 2 3 drawer
office		teknion	2	chairs	<u> </u>		guest
office		teknion		bookcase			
office		teknion	2	file cabinct			
office		teknion		chair	<u></u>		desk
office	2164	teknion	1	desk	ļ		
office		teknion	1	return w/ hutch	ļ		
office		teknion	3	roll drawer			1 2 drawer 2 3 drawer
office		teknion	2	chairs			guest
office		teknion	1	bookcase			
office		teknion	1	back desk			
office		teknion	1	chair			desk
office	2163	teknion					
office		teknion	1	dual desk			
office		teknion	2	chairs			desk
office		teknion	1	file cabinet	grey		
office		teknion	1	bookcase	grey		
office		teknion	3	overheads			
office		teknion	4	rol) drawer			· · · · · · · · · · · · · · · · · · ·
office	2162			desk			
office				return w/ hutch	T		
office				roll drawer			
office				chairs			guest
office				file cabinet			
office				back desk	1		
office				chair			desk
office	2160			desk	black		
office	100	· · · · · · · · · · · · · · · · · · ·		rctum			
office				credenza w/ hutch			
office				cabinet w/ hutch			
office	-1			conference table			······
				chairs	<b> </b>		

.

office				chair			desk
office			3	chairs			guest
office			1	table			small round
reception	1139	B-AG Contract vendor	2	chairs	plum		guest
office		B-AG Contract vendor	)	sofa	multi		
office		B-AG Contract vendor	2	tables	tan		end
office		B-AG Contract vendor	1	desk			
office		B-AG Contract vendor	1	file cabinet	white		2 drawer
office		B-AG Contract vendor		chair	White		office
				chair			
office		B-AG Contract vendor					guest 2 shelf
office		B-AG Contract vendor	1	bookcase	grey		
cashiers office	1135	teknion	د	file cabinet	grey		3 drawer
office		teknion	1	roll drawer	grey		3 drawer
office		teknion	2	chairs			desk
office			1	stool			
office			1	safe			
office	1136	teknion	1	desk			
office		teknion	1	return			
office		teknion	1	back w/ hutch			
office		teknion		chair			desk
office		teknion	2	chairs			guest
office		teknion	1	file cabinet			
office		teknion	1	bookcase			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	1137	teknion	1	desk			
office		teknion	<u>,</u>	return	l		
office		teknion		back w/ hutch			
office		teknion	1	chair			desk
office		teknion	4	chairs			guest
office		teknion		file cabinet			
office		teknion	2	bookcase			
office		teknion	1	table			round small
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	t 140	teknion	1	desk	ļ		
office		teknion	1	reium			
office		teknion	1	back w/ hutch			
office		teknion	1	chair			desk
office		teknion	2	chairs			guest
office		teknion	1	file cabinet			
office		teknion		bookcase	1		
		teknion	;	safe			
office				roll drawer			10
office		teknion					12 drawer 13 drawer
office	1141	teknion	<u> </u>	desk	<u> </u>		
office		teknion	¹	return	<b> </b>		<u> </u>
office		teknion		back w/ hutch			
office			T T	chair			desk
office		teknion	2	chairs			guest
office		teknion	<u> </u>	file cabinet	ļ		<b></b>
office		teknion	1	bookcase			ļ
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	1133	teknion		desk			
office		teknion		return			
office		teknion		back w/ hutch	ľ		[
office	···· · · · · ·	teknion		chair	· · · ·	· · · · · · · · · · · · · · · · · · ·	desk
office		teknion	1	choirs	1		guest
		teknion		file cabinet			0-001
office				bookcase	<u> </u>	+	
office		teknion teknion		roll drawer	·		1 2 drawer 1 3 drawer

 $\bigcirc$ 

Гт		1				· · · · · · · · · · · · · · · · · · ·	ı
office	1132	teknion	1	desk			
office	·	teknion	<u> </u>	return			
office		teknion	1	back w/ hutch			
office		teknion	1	chair			desk
office		teknion	2	chairs			guest
office		teknion	1	file cabinet			
office		teknion	1	bookcase			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	1142	teknion	2	work stations w/ liutch			
office		teknion		wrok stations			small
office		teknion		chairs			
office		tcknion	1	file cabinet			
office		teknion		roll drawer	дтеу		3 drawer
office	1143	teknion	1	desk			
office		teknion	1	retum			
office		teknion	1	back w/ hutch			
office		tcknion	1	chair			desk
office		teknion	2	chairs			guest
office		teknion	1	file cabinet			
office		teknion	I	bookcase			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office	1144	teknion	1	desk	grey/brown		
office		teknion	1	return			
office		teknion	1	back w/ hutch	l		
office		teknion	1	chair			desk
office		teknion	2	chairs			guest
office		Icknion	J	file cabinet			
office		teknion	2	bookcase			
office		teknion	3	roll drawer			2 2 drawer 1 3 drawer
office	1145	teknion	1	desk desk			
office		teknion	1	return w/ hutch			
office		teknion	1	back desk			
office		teknion	1	chair			desk
office		teknion	3	chairs			guest
office		teknion	1	file cabinet			
office		teknion	3	bookcase			
office		teknion	2	roll drawer			1 2 drawer 1 3 drawer
office		teknion					
office	1146	teknion	1	desk desk			
office		teknion	1	return w/ hutch			
office		teknion	1	back desk			
office		teknion	1	cluair			desk
office		teknion	S	chairs			guest
office		teknion	1	file cabinet			
office		teknion	2	bookcase	1		
office		leknion	1	roll drawer	1		3 drawer
office	1131	teknion	1	desk desk			
office		teknion		return w/ hutch	<b> </b>		
office		teknion	·····	back desk	1		
office		Icknion	1	chair			desk
office		teknion	 1	chairs			guest
office		teknion	1	file cabinet	<b> </b>		<u></u>
office		teknion	2	bookcase			
office		leknion		roll drawer	<u> </u>		1 2 drawer I 3 drawer
office		teknion		desk			
	1130			î			
office		Ieknion	<u> </u>	return w/ hutch			
office		teknion	1	back desk	<u>}</u>		
office		teknion		chair	I	l	desk

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1 2 drawer 1 3 drawer

1 2 drawer 1 3 drawer

1 2 drawer 1 3 drawer

guest

desk

guest

desk

guest

desk

guest

2 drawer

2 drawer

2 drawer

desk

guest desk

3 drawer guest desk

3 drawer

guest

	office		teknion	-
	office		teknion	
	office		teknion	
	office		teknion	
	office	1129	teknion	
	office		teknion	-
	office		teknion	
	office	1128	teknion	
	office		teknion	
	office	1127	teknion	
	office	·	teknion	
	office		teknion	
	office		teknion	
	office	· · · · · · · · · · · · · · · · · · ·	teknion	
			teknion	
	office			
	office		teknion	
-	office		teknion	
	office	1134	teknion	
X	office		teknion	
	office	1116	teknion	
	office		teknion	
	office		teknion	
	office		teknion	
	office	1117	teknion	
	office		teknion	
	office	······	teknion	
	office	1118	teknion	
	office		teknion	<u> </u>
	office		teknion	<b> </b>
			teknion	
	office			
	office		teknion	
	office		teknion	
	office		teknion	
	office	1119	teknion	
-	office		teknion	<u> </u>
	office		teknion	
κ.	office		teknion	
			I talia in a	

office

office

_	tota non			
	teknion	1	bookcase	
	teknion	1	file cabinet	
	teknion	2	roll cabinets	
	teknion	2	chairs	
	teknion	1	chairs	
8	teknion	1	desk	
	teknion	1	return w/ hutch	
	teknion	)	bookcase	
	teknion	J	file cabinet	
	teknion	J	roll cabinets	
	teknion	2	chairs	
	teknion	1	chairs	
9	teknion	1	desk	
	teknion	1	return w/ hutch	
	teknion	1	bookcase	
	teknion	1	file cabinet	
	teknion	2	roll cabinets	
	teknion	2	chairs	
			Exhibit B-1 Page 31	

2 chairs

file cabinet I I bookcase

2 roll drawer

return w/ hutch I back desk l chair

I desk

2 chairs

I file cabinet l bookcase 2 roll drawer

I desk desk I return w/ hutch I back desk I chair

2 chairs

1 file cabinet I bookcase 2 roll drawer

I desk desk I return w/ hutch 1 back desk 1 chair

2 chairs

I file cabinet 1 bookcase I roll drawer

desk w/ hutch

file cabinet

dual desk 2 overheads I file cabinet 2 chairs

l desk I return w/ hutch

1 stool I bookcase l table roll drawer

			_	Γ	r – – – – – – – – – – – – – – – – – – –	[	L
office		teknion		chairs			desk
office		teknion		bookshelf	<b> </b>		
storage	2101	teknion		bookcase	grey		
storage		teknion	I	file cabinet	grey		
storage		teknion	]	cabinet		2 door	tall metal
storage		teknion	2	roll drawer			3 drawer
storage		teknion	1	roll drawer	grey		3 drawer
storage		teknion	1	conference table			sinall
storage		teknion	<u> </u>	hutch			
storage		teknion	2	file cabinet	wood grain		
storage		teknion	5	bookcase			4 shelf
storage		teknion	3	file cabinet		18 " deep	
storage	ļ	teknion	1	return			
slorage			15	divider panels			
storage		teknion	2	chairs			guest
storage		teknion	1	bookcase	dark wood		tall
storage			1	inap rack			
storage			1	podium			USF Speaker
SG storage	1126	teknion	1	fridge			
storage		teknion	4	bookcase	grey		
storage		teknion	I	file cabinet	grey		
storage	1106	teknion	2	bookcese	grey		
storage		teknion	2	cabinets	grey		tall
storage		teknion	1	file cabinet			
office and	2146	teknion	1	desk			
workspace area		teknion	1	return w/ hutch			
workspace area	[	teknion	)	back desk			
workspace area		teknion	1	file cabinet		······	
workspace area		teknion	2	chairs			guest
workspace area		teknion	1	chair			desk
workspace area	2133	teknion		conference table			
workspace area		teknion		chairs	blue		
workspace area		teknion		chair			guest
workspace area		teknion	1	file cabinet		· · · · · · · · · · · · · · · · · · ·	<u>e</u>
reception	2116		2	built-in desks			
		teknion		chairs			desl
		teknion		chairs	black		lounge-type guest
		teknion	· · · · · ·	tables	Didek		small round
		IKEA					red, gree, blue
		Galloway Flooring	, ,	rug	<u> </u>	7.5 x 8 ft	100, 2100, 0100
	2110	teknion	5			1.3 X 0 11	café round
workspace area	2115	teknion					
workspace area				stools			lounge
workspace area		teknion	3				lounge small round
workspace area		teknion		table			
workspace area		Lowes		fridge	+		
workspace area		teknion		ice maker		1	4.95E+1
preproom	2116A			fridge			fridgidere?
		Атторех		file cabinet	<u> </u>		
		Artopex	]]	bookcase	<u> </u>		
workspace area	2182	teknion	<u>1</u>	conference table			
workspace area	<u> </u>	teknion		chairs	blue		
workspace area	2117			conference table			separate
workspace area	<b> </b>	teknion	-	chairs	green		
workspace area		teknion		conference table	<b> </b>		small
workspace area		tcknion		stools	ļ		
workspace area		teknion	<u> </u>	credenza			
workspace area	cooridor seating	teknion	5	chairs			4 lounge 1 guest
workspace area		teknion	1	table	1		round small

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		I	1	1	1	1	T
workspace area		teknion	1	nig		S x 8 fi avg	
mail/copy room	2156	teknion	6	bookcase			
		teknion	J	file cabinet			
		teknion	2	tables	tan		sınall
			2	mail box systems			
mail/copy room	1147	teknion		bookcase	grey		
		teknion	1	file cabinet	grey		
		teknion	1	table	<b>X</b>	2.5 x 5 ft	
[		teknion	1	table		2 x 5 ft	
		teknion	1	fridge			
		teknion	2	inail box system			
		teknion		shredder			
Careen Center	1148			sofa			
entrance				lamps			
office	1149			desk			
once	1147			chair			
				guest chair			
				file cabinet			
~~~	1100			desk			· · · · · · · · · · · · · · · · · · ·
office	1150			chair			
			<u> </u>				
				guest chair			
				file cabinets			
SG office	1151	<u> </u>		desk			
			1	chair	·		
			1	guest chair			
				bookcase			
SG office	1152			desks			
				chairs			
			1	small drawers			
SG Office	1153			cubes			
				chairs	<u> </u>		
			3	sinall drawers			
Area	1154			reception desk			
			2	small couches			
			L I	chair			
			3	oval bar tables			
			12	bar stools			
			5	chairs			
			L I	cauch			
			1	file cabinet			
			2	corner cabinets			
			1	credenza cabinets			
				chairs			
				end table		[
empty	1155			desk with chair	1	T	1

LAKELAND LTB STORAGE

LIST OF ALL INVENTORY ITEMS

ALL OF THESE ITEMS WILL BE USED IN THE TEACH-OUT

Location	Room	Manufacturer	#	Item	Color	Size	Description
storage	2101	Teknion	3	bookcase	grey		
storage		Teknion	1	file cabinet	grey		
storage		Teknion	1	cabinet		2 door	tall metal
storage		Teknion	2	roll drawer			3 drawer
storage		Teknion	1	roll drawer	grey		3 drawer
storage		Teknion	1	conference table			small
storage		Teknion	1	hutch			
storage		Teknion	2	file cabinet	wood grain		
storage		Teknion	5	bookcase			4 shelf
storage		Teknion	3	file cabinet		18 " deep	
storage		Teknion	1	return			
storage			15	divider panels			
storage		Teknion	2	chairs			guest
storage		Teknion	1	bookcase	dark wood		tall
storage			1	map rack			
storage			1	podium			USF Speaker
storage	1126	Teknion	1	fridge			
storage		Teknion	4	bookcase	grey		
storage		Teknion	1	file cabinet	grey		
storage	1106	Teknion	2	bookcase	grey		
storage		Teknion	2	cabinets	grey		tall
storage		Teknion	1	file cabinet			

Completed By Dates verified 10

imith & Kevin Pugh of Media Se 8/6/2012 through 3/8/2012

UPEVERSITY OF SOUTH FLORIDA FORMATION & TECHNOLOGY REPORT MEDIA SERVICES

ITEMS NEEDED FOR TEACH-OUT

19 1104	a Det	Barcode N/A	Dupleate	Sevial Humber	Résko PedPlate	Modad	Түре	Description (4)Audio (2)Osta (2)Voleo (1)Control	Verified SY Ginn Smith & Kevin
19 1104		8100003021		2140572	Crestran	795 8000		AFV Control Panel	Giann Smith & Kevin
10 1104		8100003024		Histi	Crestren	MPJt		Professional Micha Processor	Glann Smith & Kavin
78 1104		1000003022		NSN	Crestran	CON MM1		A/V Sichtsher	Glane Smith & Kevin
TB 1104		No Assat 100		brat cassible	ter c	V7770		K200 AV/SH1CD Projector	Gleon Smith & Kests
18 1104		No Accel Top		Haccouste HS2537	Da Las	74674		Liectrie 577877 88° Serren Varial Protonter Döcument Casa	Giann Smith & Kevin Glann Smith & Kevin
TB 1104		495000259328		62337	Yfi	P101002		Mastereda Pacium	Gione Smith & Kente
19 1104	1 10	No Asset The			51	Eceral		The speakers w/ creationmers (Set)	Glenn Smith & Karde
18 1104		8100003073		C121060734-01	(lase	UC14		Winders Mite	Gienn Smith & Kenin
18 1104		8100008075		0547668	5449	SLY STOP		DVC/CO/VER Cambo deeb	Glenn Smith & Kevin
1104		Ra Asses Lag			Some	#16500		Will mount of comera's (2n)	Glann Smith & Kevin
18 1105		H/A. 495000254714		1/5N 2140520	Fortun	195 3000	~~~~~~~~	(4)Audio (2)Ozia (2)Video (1)Control A/V Constal Penel	Glenn Smith & Kevin Glenn Smith & Kevin
TB 1105		8100003070		1/50	Castron	MP2E		Professions Media Processor	Ginen Smith & Kertin
18 1105	and the second se	8100303037		NSN	Crestron	C7n MMS		A/V Switzher	Glenn Smith & Kevin
18 1105		No Accel tag			tite	YT/70		3000 AHSI LCD Projector	Gienn Smith & Kevin
18 1105		No Acret Lag			Datite	74674		Elastric 37*877*96* Scraws	Glenn Smith & Kevin
18 1105		495000154775		\$32553	Elmo	p-10		Vicual Presenter Document Com	Glunn Smith & Kevia
1105		455000256215 No Accesting		NSN IVEN	418	P03002 Central		Stutionerie Podumi 70e speakers of transformers (Sci)	Gienn Smith & Kevis Gienn Smith & Kevis
18 1105		8100003018		6422660720 01	shure .	UCIA		Viceints Mic	Giano Smith & Kevi
10 1105		\$100003019		054805)	Som	SLV-370P		DVD/CD/VCR Comba deck	Gierro Smith & Kevi
18 1109		No Asset Lag		NSM	Servy	BAC300		Wall mounted carnets's (211)	Gienn Smith & Keviz
18 2317		No Assel tag			Pod Pists			(d)Audio (2)Dess (2)Viriee (3)Correnal	Girne Smith & Kevi
B 2117		495000254706		2184113	Crestron	195 5000		A/V Control Fanel	Giron Smith & Kevis
8 2317		4100003011		NSM	Crestron Drestron	C2N-WIMS		Professional Media Processor	Giens Smith & Keck Giens Smith & Keck
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11C 2102	to	Net accessible			Creston	MFZL	 Professional Mecha Processor
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uc 1124	10	No Asset 1mg		403170	Suny	114-370P	Windows Microphene DVD/CD/VCR Combo dack
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UE 2117	10	4550-0005-4204		403853	Softy Freyry	61.V-1170P El	 CVD/CD/VCR Gembe dech Cabremet suelle trickge
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LLC 2200	10	The Asset Ise	214251	Staty	114-970F		OVO/CO/VCI Camba deck
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UC 2201	10	No Asset Lag	2474952	Sany	SLY-270P		UVD/CD/VCR Combo stark
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LLC 7211 LLC 7212	10 TO	Not pressible 495000256718	i	- JÖL VII	Control		The speak ers w/ transformars (6 ct)
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LLC 2212	10	Mat accussible			Control		70v speakers of transformers (6 ct)
LAC 11370s	1.0	495000244531	rist	VTI			Mutimedia Putium AV Switcher
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LAC 11705	TO	495000248540	103167	ftano	P30		Visual Preserter Decument Care
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LAC 1120s	10	No Arset Leg - 8300035655	408154	SDAY	Control SLV-370P		20v speakenne/transformen (4 ct) DVD/VCR combo
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LAC 111700	TO	Ho Asset Lag	MB	141	control		De speakers of transformers (Act)
UC 11705	<u> 10</u> T0	#10003054 455000248533	NSH ICIN	GoVideo	UVR-4250		DVD/VCk comba Multimedia Facilum
LAC 1371	10	#30003070		Crestron	14728		Professional Modia Precessor
LAC 1175	TO	830001059	1651	Crestran	CTH-MAKS		MY Switcher
LAC 1171	10	415000742645	4001444	Crestran	175 3000	 	A/V Control Fand
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1AC 1173	TO	No Asset lag	1/5N	JBL	control		70v spentars w/ transformer (Ect)
UAC 1177	10	\$30001057	0407903	Sony	51V-970P		DVD/VCA combe
LAC 1270	TO	495000259928	EDIMIATIAN SAN 76	10	344710r 144710r		TV Monitor TV Monitor
LAC 1270	10 T0	415000259179 830001019	03802/	Polycom	V117000		Video Centeronen Camera
LAC 1270	TO	\$30031017	\$012203	Sony	CV56FV300		W
LAC 1270	TO	Ho Acet 10g	GEKAGD534	Pasanonic	A\$2560	I	YHS Recorder
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LAC 1270	10	415000045584	\$20511003CI \$444	Polycom	V(37000	i	VGA Adapter
LAC 1270	10	435000224410	404035513	Frazins	5850		Projector
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		a south these					Mounting Cracket Swipped PC Algebra
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CONSTRUCTION UPDATE

June 20, 2012



What Changed From Our Last Update? USF Lakeland construction team analysis

- Total project cost was \$112M now to \$112.1M
 - Owners Representative Contract of \$0.1M
- Anticipated funding was \$96.1M, now \$99.9M
 - Central Utility Plant Funds of \$3.3M and Carry Forward \$0.5M reconciled
- Total Additional funds required was \$15.9M, now \$12.3M
 - The difference from \$112M \$96.1M



Budget

Total budget for Phase I (IST, CUP, Building and Site) to include all costs:

\$112,193,191 Total Project Cost\$ 99,898,661 Current Funds

\$12,294,530 Funding Requirement Based on 2010 Plan



Breakdown of Additional Funding Required

FF & E:

- \$1,500,000 Furnishings for the Building (Needed late 2013 or early 2014) •
- \$1,500,000 Laboratory Equipment for 4 Research Labs (Needed Once Research ulletBegins)
- \$1,500,000 Classroom Technologies (Smart Boards, Screens, Projectors et.) ۲ Total for FF&E \$4,500,000

Infrastructure:

- \$2,584,636 Remaining Utility Infrastructure ۲
- \$5,209,894 Internal Road Work and Pond Completion •

Infrastructure \$7,794,530

Total Requirement Needed: \$12,294,530



Funding Sources

PECO:

	2005-06 2006-07 2008-09 2010-11 2011-12 From Join Use LTB Excess 2012 Total PECO	3,700,000 1,700,000 15,000,000 11,417,200 622,534 35,000,000	\$ 67,439,734
Carry-Forward:			
	2006 FPC Departmental Carry-Forward 2009/10 Carry-Forward (Moved from Renovation Account in 2011) 2010/11 Carry-Forward	\$471,000 \$3,374,065 \$7,800,000	
	Total Carry-Forward		\$11,645,065
Private Commitments:			
	Central Florida Development Council Lakeland Economic Development Council Lakeland Regional Medical Center Polk County Interest Earned Transferred Into Project	\$5,000,000 \$5,000,000 \$500,000 \$10,000,000 \$313,862	
	Total From Private Donations		\$20,813,862
Total to-date:	*(not including 2011-2012 carry-forward TBD)		\$99,898,661*



Budget Breakdown

Innovation, Science & Technology

Construction C	osts	\$59,991,938	
A/E Fees		\$6,600,000	
FF & E			
	Furniture	\$1,500,000	
	Laboratories (4)	\$1,800,000	
	Classroom Technology	\$1,200,000	
		Sub Total \$71,091,93	8
Central Utility Plant:			
	Construction	\$2,998,100	
	A/E Fees	\$95,000	
	Soft Costs (Fees, Permits)	\$106,900	
		Sub Total \$3,200,00	0
Site & Infrastructure Phase 1:			
A/E Fees (All Phases) Construction:		\$4,400,000	
		+ •,•••,•••	
	Clearing and Grading, Roadways	\$12,221,806	
	Causeway Sheet Piles	\$1,082,276	
	Major Utility Infrastructure	\$7,037,632	
		Sub Total \$24,741,71	4
Other Project Costs:			
Preconstruction	1 Services	\$2,494,655	
Land Acquisition	D n	\$3,700,000	
	rly Development	\$1,700,000	
Fire Marshall		\$88,075	
Inspections		\$200,000	
Insurance		\$11,000	
Surveys and Te	sting	\$645,024	
	nmental Testing	\$213,133	
	onal Testing Services, and Reimbursable	\$896,667	
Master Plan Up		\$525,000	
	entative Contract	\$101,349	
Owners Contin		\$2,584,636	
Owners Contin	geney	\$2,584,656 Sub Total \$13,159,53	9



- Reflects the 2010 Plan - No Schedule Re-Flow - FPU Board Decision

Construction Schedule

ſ	2004-June 30 '12	Q3 '12	Q4 '12	Q1 '13	Q2 '13	Q3 '13	Q4 '13	Q1 '14			Q2 '14
			Describes.				2	March	April		
	Land, Pre-Con, Fees, work to-date	September	December	March	June	September	December	March	April	May	June
						•					
Other Costs	12,421,667										
Land Acquisition	3,700,000										
Pre-Planning	1,700,000										
Other Costs Pre-Construction	1,157,232 2,494,655										
Sub-total Other Costs	21,473,554										
IST Facility	\$59,991,938										
Foundations	included above										
Superstructure	included above										
Shell & Core M/E/P/FP	included above included above						1				
IT & Controls	included above		1							1	
Interiors	included above		I						-	•	
Substantial Completion			Ī							•	
Certificate of Occupancy Owner Move-in											
Owner Move-In FF&E							\$4,500,000				
Sub-total Quarterly IST Costs	\$59,991,938	\$0	\$0	\$0	\$0	\$0	\$4,500,000	\$0	\$0	\$0	\$0
									-	-	
Central Utility Plant	\$3,200,000										
Shell & Core	included above										
Equipment	included above										
Sub-total Quarterly CUP Costs	\$3,200,000										
Overall Site											
Clearing, earthwork, Ring Road start, Lift Station	\$2,789,428										
Causeway Sheet Piles	\$1,082,276										
Fire Line Piping Main Utility Infra Ph 1	\$287,566	\$4,663,332				1					
Roads Ph 1		\$4,003,332	\$3,823,823	\$2 339 509							
		\$1,100,000	\$3,623,623	\$2,339,303							
Ponds & Causeways		\$1,769,046	\$1,486,724	\$1,099,251							
Landscape/Hardscape Ph 1											
Sub-total Quarterly Site Costs	\$4,159,270	\$7,532,378	\$5,308,459	\$3,339,509	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	400.004.700	67 500 070	45 200 450	40.000.000	40	40	A. 500.000	40			40
Fotal per Quarter	\$88,824,762	\$7,532,378	\$5,308,459	\$3,339,509	\$0	\$0	\$4,500,000	\$0			\$0
Dwners Contingency	\$2,584,636										
Owners Representative	\$101,349.00										
l											
	\$91,510,747	\$99,043,125	\$104,353,672	\$107,691,093	\$107,691,093	\$107,691,093	\$112,191,093	\$112,191,093			\$112,191,093
		\$99,043,125	\$104,353,672	\$107,691,093	\$107,691,093	\$107,691,093	\$112,191,093	\$112,191,093			\$112,191,093
Cummulative Quarterly Totals		\$99,043,125	\$104,353,672	\$107,691,093	\$107,691,093	\$107,691,093	\$112,191,093	\$112,191,093	ļ		\$112,191,093
Cummulative Quarterly Totals Notes	\$91,510,747				\$107,691,093	\$107,691,093		\$112,191,093			\$112,191,093
Cummulative Quarterly Totals Notes Available Funds *1 Committed Costs		\$99,043,125 \$99,898,651 \$99,043,125	\$104,353,672 \$99,898,651 \$104,351,584	\$107,691,093 <u>\$99,898,651</u> \$107,691,093	\$107,691,093	\$107,691,093	\$112,191,093 <u>\$99,898,651</u> \$112,191,093	\$112,191,093			\$112,191,093
Cummulative Quarterly Totals Notes Available Funds *1 Committed Costs	\$91,510,747 599,898,651 \$91,510,747	\$99,898,651 \$99,043,125	\$99,898,651 \$104,351,584	\$99,898,651 \$107,691,093	\$107,691,093	\$107,691,093	\$99,898,651 \$112,191,093	\$112,191,093			\$112,191,093
ummulative Quarterly Totals lotes vailable Funds *1	\$91,510,747 \$99,898,651	\$99,898,651	\$99,898,651	\$99,898,651	\$107,691,093	\$107,691,093	\$99,898,651	\$112,191,093			

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MEMORANDUM

DATE: August 20, 2001

TO: Dr. Paul Clifford, Executive Director Florida Institute of Phosphate Research (FIPR)

Paula U. Jussell FROM: Paula Varnes Fussell, Associate Vice President

SUBJECT: Administrative Overhead Assessment for FIPR

As you may know, the Legislature allocated significant budget reductions to the State University System for the 2001-02 fiscal year. The share for USF was in excess of \$5.6 million. In addition, we have been told that it is possible for the SUS to experience a non-recurring budget reduction during the year due to a shortfall in state revenues. Related to the Governor's Long-Range Program Plans, we have recently been asked to develop contingency plans for a 1.5% and a 5% budget reduction in future years, and we anticipate that the 2002-03 state budget will only cover cost-to-continue items with a modest allocation for enrollment growth. For all of these reasons, it is critical that the University assess the cost and delivery of every service.

As part of the review of services, we have identified the need to revise the administrative overhead assessment for FIPR. When the original assessment amount was determined (summer of 1999), I mentioned that we would need to revisit the amount of the assessment within the next couple of years. For the past two years, FIPR's annual assessment has been \$66K. As you know, this assessment covers the cost of providing administrative services in the following areas: 1) Purchasing, 2) Accounts Payable, 3) General Accounting, 4) Budgeting, 5) Human Resources, 6) Information Technology (including infrastructure), and 8) Governmental Relations. This memorandum is to notify you that the FIPR annual overhead assessment is being increased from \$66K to \$110K, effective with the 2001-02 fiscal year. You may continue to pay this in one installment in the spring of each year.

Provided below are several reasons for increasing the amount of the assessment:

- 1) Business Systems Upgrades and Implementations The University is undertaking a major version upgrade in GEMS (PeopleSoft HR/Payroll System) and will begin the implementation of a financial system that will replace FLAIR/SAMAS this fall.
- 2) The level of the current assessment is less than the level charged to other trust funds and non-E&G activities for comparable services.
- 3) The cost of the services being provided has increased, even though the University received a general revenue reduction of over \$5.6M for the 2001-02 fiscal year.

Dr. Paul Clifford August 20, 2001 Page 2

With the recent Educational Governance changes and those that are planned, it is likely that the Universities will continue to receive more autonomy in the near future. This will require increased functionality in our administrative support systems. These changes may increase the cost of services and, therefore, may require that we revisit the assessment again in the future.

Please call me at SC 574-7040 if you have any questions.

cc: Executive Vice President Carlucci Bertha Alexander ✓ Gina Lombardi

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Consideration of Shared Services Agreement

PROPOSED BOARD ACTION

Consideration of Shared Services Agreement with the University of Florida

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Article IX, Section 7, Florida Constitution; Chapter 2012-129, Laws of Florida; Board of Governors Regulation 1.001

BACKGROUND INFORMATION

Section 7 of Chapter 2012-129, Laws of Florida, authorizes the University of Florida to assist the Board in an advisory or consulting capacity in areas including, but not limited to, hiring, administration, and accreditation. The Transition Committee has been working with the University of Florida to develop a Shared Services Agreement whereby the University of Florida would provide certain administrative services to Florida Polytechnic University to include human resources, finance and accounting, and construction management.

Supporting Documentation Included: None

Facilitators/Presenters:

Don Wilson

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FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Consideration of Leases held by the University of South Florida

PROPOSED BOARD ACTION

Approve the assignment of certain leases from the University of South Florida to the Florida Polytechnic University.

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Article IX, Section 7, Florida Constitution; Chapter 2012-129, Laws of Florida; Board of Governors Regulation 1.001

BACKGROUND INFORMATION

There are currently eight leases associated with the former University of South Florida Polytechnic campus as described on the attached Summary of Leases. Pursuant to section 2 of Chapter 2012-129, existing contracts held by the University of South Florida that relate to the University of South Florida Polytechnic campus shall be transferred to the Florida Polytechnic University as determined by the Board of Trustees for USF and the Board of Trustees for Florida Polytechnic. The University of South Florida has prepared a Lease Assignment, Assumption and Indemnity Agreement ("Lease Assignment") to facilitate the assignment of seven of the leases, but needs to retain the leased space in the Interstate Commerce Park for purposes of the teach-out through August 2015.

Under the Lease Assignment, all of USF's leasehold rights and obligations associated with the seven leases will be assigned to, and assumed by, Florida Polytechnic University, except that USF is amenable in the short term to continue making rent payments to the Lessors out of the funds USF currently holds that were previously appropriated to the former USF Polytechnic. Once Florida Polytechnic establishes financial operations, USF will provide Florida Polytechnic with an accounting of the funds remitted by USF to the various Lessors for reconciliation under the final transfer of assets. Following the assignment, immediate Board action is required on the leases commonly referred to as Blue Sky East I and II located in Winter Haven. These leases expire on September 30, 2012, and the premises contain office furniture and equipment, media production equipment, and other specialty items. The space was used as a business incubator, but currently stands vacant except for furnishings. Combined monthly rent for the leases totals \$13,584.81 and a decision needs to be made whether to negotiate a renewal with the Lessor, the 6/10 Corporation, or allow the leases to expire and remove the furnishings. If the decision is made to allow the leases to expire, the furnishings need to be moved into a storage facility.

Similar to Blue Sky East I and II, a Board decision is required on the leased space commonly referred to as Blue Sky West located in Lakeland. This lease was to expire on July 31, 2012, but was extended by USF on a month-to-month basis to allow sufficient time for Florida Polytechnic to make a decision on whether to retain the space. The space was used as a business incubator, but currently stands vacant except for furnishings and fixtures, including a slide that will have to be removed if the Board decides to terminate the month-to-month tenancy. If the Board decides to terminate the tenancy, a thirty-day notice must be provided to the Lessor, Marcobay Properties, Inc., and a storage facility will need to be rented for storage of the furnishings. The monthly rental payment is \$1,500. The Board will also be required to return the space to substantially the same condition as when the leased commenced.

With respect to the other two leased premises commonly referred to as the Brain Lab and the Wauchula Lodge space, the Board may want to delegate authority to the Transition Committee to enter into negotiations with the respective landlords on the possibility of early termination or subleasing the space.

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demnity Agreement
a

Facilitators/Presenters:

Vikki Shirley

Summary of Leases

	Lease	Term	Location	Monthly Rent	Description	Use
1	Blue Sky West	8/1/09 - 7/31/12	116 S. Kentucky Ave,	\$1,500	6,428 sf. ; Office space contains	Business
		Now on month-to-	Lakeland		furniture, office equipment, and	incubator
		month tenancy			a slide	
2	Blue Sky East I	9/1/09 - 9/30/12	199 Ave. B, NW, Suite	\$6 <i>,</i> 438.38	3,400 sf.; Office space contains	Business
			240, Winter Haven		furniture, office equipment,	accelerator
					media equipment, and	program
					refrigerator	
3	Blue Sky East II	1/1/10 - 9/30/12	199 Ave. B, NW, Suite	\$7,146.43	3,760 sf.; Office space contains	Business
			240, Winter Haven		furniture, office equipment,	accelerator
					media equipment, and	program
					refrigerators	
4	Brain Lab	2/1/11 - 1/31/14	199 Ave. B, NW, Suite	\$3,245.83	2,015 sf.; Office space contains	Brain studies
			205, Winter haven		furniture, equipment, and	testing &
					refrigerator	research facility
5	One Poly Place, 1 st	5/1/11 - 4/30/14	439 S. Florida Ave,	\$5,630.91; rent	3,859 sf.; Office space contains	Administrative
	Floor		Suite 100, Lakeland	prepaid	furniture and small refrigerator	offices
				through		
				12/31/12		
6	One Poly Place, 2 nd	4/1/11 - 3/31/14	439 S. Florida Ave.	\$11,458.33;	10,000 sf.; Office space contains	Administrative
	Floor		Suite 300, Lakeland	rent prepaid for	furniture, white board, patio	offices
				full three years	furniture	
7	Wauchula	2/1/10 - 1/31/13	116 Main St.	\$1,000	2,400 sf.; Office space contains	Learning center
			Wauchula		furniture and refrigerator	
8	CTI Lab	2/1/10 - 1/31/15	4100 S. Frontage Rd,	\$14,176.25	13,139 sf.;	College of
			Suite 102, Lakeland			Technology &
						Innovation

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SUMMARY OF LEASES

1. Blue Sky West Lessor: Marcobay Properties, Inc. Lease Term: $\frac{8}{109} - \frac{7}{31}{12}$, extended on month-to-month basis up to $\frac{1}{31}{13}$ Location: 116 South Kentucky Avenue, Lakeland, Florida Rent: \$18,000 annually paid in monthly increments of \$1,500 Description: Approximately 6,428 square feet of office space containing office furniture, office equipment, and a slide. Original lease included 12 parking spaces at Main Street Garage; lease amendment referenced below eliminated parking spaces. Use: Business incubation facility where faculty, staff and students can work and engage with third party entities and businesses in developing technology and other business activities. Assignment: Permitted with prior written approval of Lessor and payment of \$500 administrative fee. Alterations: Substantial alterations require prior written consent of Lessor and ownership vests in Lessor upon installation. If Lessor declines to own an improvement, Lessee shall remove the alteration and return the Premises to prior condition. The slide is such an alteration that must be removed if lease is terminated. Termination: Lessee must provide written notice 30 days prior to effective date of termination. Notices: Via registered, certified or express mail service or overnight courier to Marcobay Properties, B.J. Miller, 4025 S. Pipkin Rd., Lakeland, Fl 33811-1424 Amendment: Lease amended 7/11/12 to extend term on month-to-month basis up to 1/31/13; all other lease terms remain the same, except parking spaces

were eliminated.

2. Blue Sky East I

Lessor: The 6/10 Corporation

- Lease Term: 9/1/09 9/30/12
- Location: 199 Avenue B, Northwest, Suite 240, Winter Haven, Florida
- Rent: \$6,438.38 monthly, which includes a pro rata share of common area expenses and certain utilities
- Description: 3400 square feet which consists of a portion of Condominium Unit 2-1 and a portion of Suite 240, with right to use common elements (break room and business center). Space contains office furniture, office equipment, media equipment, refrigerator, and Star Wars figures.
- Use: Business accelerator program and administrative offices where faculty, staff and students can work and engage with third party entities and businesses in developing technology and other business activities.
- Assignment: Permitted with prior written consent of Lessor.
- Alterations: Material alterations require prior written consent of Lessor and Lessor to inform Tenant at that time whether such alterations must be removed upon termination of the lease.
- Termination: Lease terminates at end of term without the necessity of notice from either Tenant or Lessor. Any holding over after the lease expires for more than 30 days with the Lessor's consent shall be construed as a month-to-month tenancy and Tenant shall pay 125% of the rental amount. There is no provision for early termination by Lessee.
- Notices: Via certified mail or nationally recognized delivery service to

The 6/10 Corporation, Carl J. Strang, III, President, P.O. Box 7378, Winter Haven, Florida 33883-7378

Amendment: First Amendment dated 4/19/11 increased monthly rent to \$6,579.33 based on annual adjustment for Utilities and Common Area Expenses;

Second Amendment dated 2/8/12 decreased monthly rent to \$6,438.38 based on annual adjustment for Utilities and Common Area Expenses.

3. Blue Sky East II

Lessor:	The 6/10 Corporation
Lease Term:	1/1/10 - 9/30/12
Location:	199 Avenue B, Northwest, Suite 240, Winter Haven, Florida
Rent:	\$7,146.43 monthly, which includes a pro rata share of common area expenses and certain utilities
Description:	3760 square feet which consists of a portion of Condominium Unit 2-1 and a portion of Suite 240, with right to use common elements (break room and business center). Space contains office furniture, media equipment and Star Wars figures.
Use:	Business accelerator program and administrative offices where faculty, staff and students can work and engage with third party entities and businesses in developing technology and other business activities.
Assignment	Permitted with prior written consent of Lessor.
Alterations:	Material alterations require prior written consent of Lessor and Lessor to inform Tenant at that time whether such alterations must be removed upon termination of the lease.
Termination	: Lease terminates at end of term without the necessity of notice from either Tenant or Lessor. Any holding over after the lease expires for more than 30 days with the Lessor's consent shall be construed as a month-to-month tenancy and Tenant shall pay 125% of the rental amount. There is no provision for early termination by Lessee.
Notices:	Via certified mail or nationally recognized delivery service to
	The 6/10 Corporation, Carl J. Strang, III, President, P.O. Box 7378, Winter Haven, Florida 33883-7378
Amendment	: First Amendment dated 4/19/11 increased monthly rent to \$7,303.10 based on annual adjustment for Utilities and Common Area Expenses;
	Second Amendment dated 2/8/12 decreased monthly rent to \$7,146.43 based on annual adjustment for Utilities and Common Area Expenses.

4. Applied Neuroscience and Cognitive Electrophysiology Laborator	u (Rrain Lah)	۱
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Lessor:	The 6/10 Corporation	
Lease Term:	2/1/11 – 1/31/14, with right to three-year renewal term	
Location:	199 Avenue B, Northwest, Suite 205, Winter Haven, Florida	
Rent:	\$3,245.83 monthly, plus a pro-rated share (6.39%) of the condominium assessments based on the square footage of the leased premises.	
Description:	2015 square feet which consists of a portion of Condominium Unit 2-1, with right to use common elements. Space contains office furniture, office equipment, and refrigerator.	
Use:	Brain studies testing and research facility and administrative offices.	
Assignment:	Permitted with prior written consent of Lessor.	
Alterations:	Material alterations require prior written consent of Lessor and Lessor to inform Tenant at that time whether such alterations must be removed upon termination of the lease.	
Termination:	Lease terminates at end of term without the necessity of notice from either Tenant or Lessor. Any holding over after the lease expires for more than 30 days with the Lessor's consent shall be construed as a month-to-month tenancy and Tenant shall pay 125% of the rental amount. There is no provision for early termination by the Lessee.	
Notices:	Via certified mail or nationally recognized delivery service to	
	The 6/10 Corporation, Carl J. Strang, III, President, P.O. Box 7378, Winter Haven, Florida 33883-7378	
Amendment	First Amendment dated 2/16/11 amended Rent Schedule to reflect estimated monthly operating expenses and utilities charges, \$337.51 and \$389.57, respectively for total rent of \$3,245.83;	

5. One Poly Place, 1st Floor

Lessor:	Pilot Bank	
Lease Term:	5/1/11 - 4/30/14, with right to renew for an additional two one-year terms.	
Location:	439 South Florida Avenue, Suite 100, Lakeland, Florida	
Rent:	\$5,630.91 monthly, with 3% annual increase. Rent has been prepaid through 12/31/12 by USF and does <u>not</u> include utilities or janitorial services.	
Description:	3859 square feet with Lessor to provide the sum of \$30 psf for build out cost for up to a total of \$115,770. Space contains office furniture and small refrigerator.	
Use:	Administrative offices.	
Assignment: Permitted with prior written consent of Lessor.		
Alterations:	Alterations require prior written consent of Lessor.	
Termination	: If Lessee terminates after the first year of the term, Lessor shall refund an amount of prepaid rent applicable to the remaining months left on the	
	lease term as of the date of termination. There is no notice provision to the Lessor for termination after first year of the lease term.	
Notices:	1	

Amendment: None.

Pilot Bank

Lessor:

Lease Term: 4/1/11 - 3/31/14, with right to renew for an additional two one-year terms. Location: 439 South Florida Avenue, Suite 300, Lakeland, Florida Rent: \$11,458.33 monthly, with 3% annual increase. Rent has been prepaid for full three year term per USF and includes utilities and janitorial services. Description: 10,000 square feet with Lessor to provide the sum of \$30 psf for build out cost for up to a total of \$115,770. Space contains office furniture, white board, patio furniture. Use: Administrative offices. Assignment: Permitted with prior written consent of Lessor. Note: this lease contains language that continues to hold Lessee liable notwithstanding any sublease or assignment. Alterations: Alterations require prior written consent of Lessor. Termination: If Lessee terminates after the first year of the term, Lessor shall refund an amount of prepaid rent applicable to the remaining months left on the lease term as of the date of termination. No notice provision for termination after first year of the lease term. Notices: Via registered or certified mail to Karen Smith, VP, Pilot Building at Lakeland, LLC, 1897 Preston White Drive #105, Reston, Virginia, 20191

Amendment: None.

7. Wauchula Lease

Lessor:	Wauchula Lodge #17 F&AM	
Lease Term:	2/1/10 - 1/31/11, with right to renew for an additional one-year term. Parties may negotiate subsequent renewal if Lessee is in good standing after leasing premises for 24 months.	
Location:	116 Main Street West, Wauchula, Florida	
Rent:	\$12,000 annually, payable in \$1000 monthly installments.	
Description:	Approximately 2400 square feet on south side ground floor of Lessor's Lodge building. Space contains office furniture and refrigerator.	
Use:	Learning Center.	
Assignment: Permitted with prior written consent of Lessor.		
Alterations:	Alterations require prior written consent of Lessor and all permanent improvements become property of Lessor.	
Termination: No provision for early termination.		
Notices:	Via mail to	
	Wauchula Lodge #17 F & AM, P. O. Box 1708, Wauchula, Florida 33873	
Amendment: First Amendment dated 1/21/10 to renew lease on same terms and conditions for one-year term beginning 2/1/11 and ending 1/31/12.		
	Second Amendment dated $1/13/11$ to renew lease on same terms and conditions for one-year term beginning $2/1/12$ and ending $1/31/13$.	

8. Interstate Commerce Park (CTI Lab)

Lessor: BecKryger Capital Partners, LLLP/Interstate Commerce Park One LLC

Lease Term: 2/1/10 – 1/31/15

Location: 4100 South Frontage Road, Building 100, Suite 102, Lakeland, Florida

- Rent: Current Base Rent of \$148,706 annually, payable in \$14,176.25 monthly installments. In addition to Base Rent, Lessee pays a pro-rata share of Lessor's expenses for CAM expenses (operation and maintenance costs), insurance and property taxes.
- Description: Approximately 13,139 square feet

Use: Housed College of Technology and Innovation.

- Assignment: Permitted with prior written consent of Lessor and payment of \$500 administrative fee. Lessor has 30 days to determine whether to consent to assignment. Note: this lease contains language that continues to hold Lessee liable notwithstanding any sublease or assignment.
- Alterations: Alterations require prior written consent of Lessor and become property of the Lessor, except Lessor can require Lessee to remove alterations and repair of Premises at end of lease term.
- Termination: Lessee can terminate upon 6 months notice if a state or university-owned building becomes available.

Notices: Via certified mail, hand delivery, or courier service to

BecKryger Capital Partners, LLLP, 4100 South Frontage Rd., Building 100, Suite 101, Lakeland, Florida 33815

Amendment: 1st Amendment dated 10/14/10 to lease additional 4741 square feet for an additional annual rent of \$71,115, or \$5,926.25 monthly (included in Current Base Rent calculation above).

2nd Amendment dated 11/9/10 to lease additional 1557 square feet for an additional monthly rent of \$1,946.25 (included in Current Base Rent calculation above).

LEASE ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT

THIS LEASE ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT, dated and effective as of April 20, 2012 (the "Effective Date"), between The University of South Florida Board of Trustees, a public body corporate, acting for the University of South Florida and its colleges and campuses, including the former University of South Florida Polytechnic (collectively, "*USF*"), having its principal office at 4202 E. Fowler Avenue, CGS 401, Tampa, Florida 33620 and The Florida Polytechnic University Board of Trustees, a public body corporate, created pursuant to Chapter 2012-129, Laws of Florida (the "*Act*"), whose mailing address is c/o Board of Governors, 325 W. Gaines Street, Suite 1614, Tallahassee, FL 32399-0400 ("*Florida Polytechnic*").

Pursuant to the Act, USF is required to transfer to Florida Polytechnic USF's assets and liabilities which relate to the former USF Polytechnic Lakeland campus, with the intended transfer date of April 20, 2012. USF and Florida Polytechnic have agreed to the assignment and assumption of those assets and liabilities and intend to effectuate the transfer and assumption through this Agreement, and a Deed, a Bill of Sale, an Assignment, Assumption and Indemnity Agreement related to contractual obligations and certain other transfer documents, all dated as of the date of this Agreement (collectively, the "Assignment Documents"). The Parties wish to enter into this Agreement to evidence the transfer as of the Effective Date of all leasehold rights and obligations that relate to the USF Polytechnic campus, including, without limitation, those rights and obligations more particularly described in Exhibit A hereto (the "Assigned Leases").

NOW, THEREFORE, under and pursuant to the terms of the Act, USF and Florida Polytechnic hereby agree as follows:

1. <u>Assignment</u>. Pursuant to the Act and in consideration of the assumption and indemnity set forth below, USF hereby assigns its entire rights, title and interest under and in respect of the Assigned Leases, without representation or warranty of title or any other matters of any kind whatsoever. To the extent there are any landlord or lessor consents required for the transfer and assignment of the Assigned Leases that have not been heretofore obtained, USF agrees to cooperate with Florida Polytechnic, at Florida Polytechnic's cost, in obtaining such consents, provided that USF be fully released from its obligations thereunder.

2. <u>Assumption</u>. In consideration of such assignment, Florida Polytechnic hereby assumes and agrees to pay, perform and discharge, in accordance with all existing legal, contractual and other requirements, and in a prompt and timely manner, all of the obligations of USF under and in respect of the Assigned Leases, whether arising prior to or after the date hereof.

3. <u>Indemnification</u>. To the full extent permitted by law, Florida Polytechnic agrees to indemnify, defend and hold harmless USF (and, as applicable, its or their respective trustees, directors, officers, employees, affiliates, successors and assigns) from and against all claims, loss, liabilities, damages, deficiencies, judgments, assessments, fines, settlements, costs or expenses (including interest, penalties and fees, reasonable expenses and disbursements of attorneys, experts, personnel and consultants incurred by the indemnified party in any action or

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proceeding between the indemnifying party and the indemnified party or between the indemnified party and any third party, or otherwise) based upon, arising out of or otherwise in respect of the Assigned Leases, including, without limitation, the failure by Florida Polytechnic to timely and completely satisfy, pay or perform any obligation under the Assigned Leases; provided, however, that this indemnity shall not include any act of negligence or tort liability of or attributable to USF accruing on or prior to the date hereof.

4. <u>Continued Funding Agreement</u>. The parties recognize that this Assignment precedes the transfer by USF to FPU of all residual assets held by USF related to the former USF Polytechnic Lakeland campus, including cash balances with respect thereto, which final transfer is expected to occur on or about September 30, 2012 (the "Closing Date"). USF agrees to continue paying the rental payments and other costs related to the Assigned Leases until the earlier of the Closing Date or October 15, 2012, and FPU agrees to reimburse USF for all such expenses on the Closing Date.

5. <u>Third Party Beneficiaries</u>. Each landlord or lessor that is party to any of the Assigned Leases is hereby made an express third party beneficiary of Florida Polytechnic's agreement to assume and perform the obligations of USF thereunder as contemplated in paragraph 2 hereof, and is authorized to rely on this paragraph in providing any consent to the assignment of such Assigned Leases.

6. <u>Miscellaneous Provisions.</u>

(a) <u>Successors in Interest</u>. This Lease Assignment, Assumption and Indemnity Agreement shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and respective successors and assigns.

(b) <u>Captions</u>. Titles and captions of or in this Lease Assignment, Assumption and Indemnity Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope or intent of this Assignment, Assumption and Indemnity Agreement.

(c) <u>Further Assurance</u>. USF agrees to cooperate fully with Florida Polytechnic in connection with the transfer of the Assigned Leases as contemplated hereby, to cooperate with Florida Polytechnic in obtaining any required consents necessary to effectuate such transfers, and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by Florida Polytechnic to better transfer, evidence and reflect the transactions described herein and contemplated by the Act and to carry into effect the intents and purposes hereof.

(d) <u>Controlling Law</u>. This Lease Assignment, Assumption and Indemnity Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida except the laws of that state that would render such choice of laws ineffective.

(e) <u>Counterparts</u>. This Lease Assignment, Assumption and Indemnity Agreement may be executed in two or more copies, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease Assignment, Assumption and Indemnity Agreement or its terms to produce or account for more than one of such copies. 7. <u>Effective Date</u>. This Lease Assignment, Assumption and Indemnity Agreement shall become effective and may be relied upon by the parties hereto as of the Effective Date.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have signed, sealed and delivered this Lease Assignment, Assumption and Indemnity Agreement as of the day and year first written above.

WITNESSES:	THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
Print Name:	
Print Name:	By: Name: As Its
Print Name:	THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES
Print Name:	By: Name: As Its

[Signature Page to Lease Assignment, Assumption and Indemnity Agreement]

EXHIBIT A

ASSIGNED LEASES

1. "**BRAIN LAB**" - Lease between 6/10 Corporation and The University of South Florida Board of Trustees, acting for the University of South Florida and USF Polytechnic dated October 25, 2010, relating to property at 199 Avenue B, NW, Suite 205, Winter Haven, Florida, as amended by the First Amendment to Lease Agreement dated as of February 16, 2011, and the Second Amendment to Lease Agreement dated as of February 8, 2012.

2. "**BLUE SKY EAST**" - (A) Commercial Lease Agreement between 6/10 Corporation and The University of South Florida Board of Trustees, acting for University of South Florida and USF Polytechnic, dated as of September 1, 2009, relating to property located at 199 Avenue B, NW, Suite 240, Winter Haven, Florida, as amended by the First Amendment to Lease Agreement dated as of April 19, 2011, and the Second Amendment to Lease Agreement dated as of February 8, 2012; and (B) Commercial Lease Agreement between 6/10 Corporation and The University of South Florida Board of Trustees, acting for University of South Florida and USF Polytechnic, dated as of February 2, 2010, relating to property located at 199 Avenue B, NW, Suite 240, Winter Haven, Florida, as amended by the First Amendment to Lease Agreement dated as of April 19, 2011, and the Second Amendment to Lease Agreement dated as of February 8, 2012

3. "**BLUE SKY WEST**" - Lease Agreement between MarcoBay Properties, Inc. and The University of South Florida Board of Trustees, acting for and on behalf of USF Polytechnic dated as of August 11, 2009, with respect to property located at 116 S. Kentucky Avenue, Lakeland, Florida.

4. "WAUCHULA" - Lease Agreement between Wauchula Lodge #17 F&M and University of South Florida Board of Trustees, acting for USF Polytechnic, dated January 13, 2010, with respect to property located at 116 Main Street West, Wauchula, Florida, as amended by the Amendment No. 1 to Lease Agreement dated as of January 5, 2011, Amendment No. 2 to Lease Agreement dated as of December 14, 2011, and Purchase Order No. 8000002889 dated July 26, 2012 for lease extension.

5. "**PILOT BANK- 1st FLOOR**," - Lease Agreement between Pilot Bank and The University of South Florida Board of Trustees, acting for and on behalf of USF System and its campuses and colleges including USF Polytechnic dated April 1, 2011, related to property located at 439 South Florida Avenue, #100B, Lakeland, Florida.

6. "**PILOT - 3RD FLOOR**" Lease Agreement between Pilot bank and The University of South Florida Board of Trustees, acting for and on behalf of USF System and its campuses and colleges including USF Polytechnic dated April 1, 2011, related to property located at 439 South Florida Avenue, #300, Lakeland, Florida. #11278955_v9

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LEASE ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT

THIS LEASE ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT, dated and effective as of April 20, 2012 (the "Effective Date"), between The University of South Florida Board of Trustees, a public body corporate, acting for the University of South Florida and its colleges and campuses, including the former University of South Florida Polytechnic (collectively, "*USF*"), having its principal office at 4202 E. Fowler Avenue, CGS 401, Tampa, Florida 33620 and The Florida Polytechnic University Board of Trustees, a public body corporate, created pursuant to Chapter 2012-129, Laws of Florida (the "*Act*"), whose mailing address is c/o Board of Governors, 325 W. Gaines Street, Suite 1614, Tallahassee, FL 32399-0400 ("*Florida Polytechnic*").

Pursuant to the Act, USF is required to transfer to Florida Polytechnic USF's assets and liabilities which relate to the former USF Polytechnic Lakeland campus, with the intended transfer date to be effective as of April 20, 2012. USF and Florida Polytechnic have targeted September 30, 2012 as the date to effectuate that transfer, but in the interim wish to effectuate the current transfer the leases, and associated obligations, listed on Exhibit A hereto (collectively, the "<u>Assigned Lease</u>").

NOW, THEREFORE, under and pursuant to the terms of the Act, USF and Florida Polytechnic hereby agree as follows:

1. <u>Assignment</u>. Pursuant to the Act and in consideration of the assumption and indemnity set forth below, USF hereby assigns its entire rights, title and interest under and in respect of the Assigned Lease, without representation or warranty of title or any other matters of any kind whatsoever. To the extent there are landlord or lessor consents required for the transfer and assignment of the Assigned Lease that have not been heretofore obtained, USF agrees to cooperate with Florida Polytechnic, at Florida Polytechnic's cost, in obtaining such consents, provided that USF be fully released from its obligations thereunder.

2. <u>Assumption</u>. In consideration of such assignment, Florida Polytechnic hereby assumes and agrees to pay, perform and discharge, in accordance with all existing legal, contractual and other requirements, and in a prompt and timely manner, all of the obligations of USF under and in respect of the Assigned Lease, whether arising prior to or after the date hereof.

3. <u>Indemnification</u>. To the full extent permitted by law, Florida Polytechnic agrees to indemnify, defend and hold harmless USF (and, as applicable, its or their respective trustees, directors, officers, employees, affiliates, successors and assigns) from and against all claims, loss, liabilities, damages, deficiencies, judgments, assessments, fines, settlements, costs or expenses (including interest, penalties and fees, reasonable expenses and disbursements of attorneys, experts, personnel and consultants incurred by the indemnified party in any action or proceeding between the indemnifying party and the indemnified party or between the indemnified party and any third party, or otherwise) based upon, arising out of or otherwise in respect of the Assigned Lease, including, without limitation, the failure by Florida Polytechnic to

timely and completely satisfy, pay or perform any obligation under the Assigned Lease; provided, however, that this indemnity shall not include any act of negligence or tort liability of or attributable to USF accruing on or prior to the date hereof.

4. <u>Continued Funding Agreement</u>. The parties recognize that this Assignment precedes the transfer by USF to FPU of all residual assets held by USF related to the former USF Polytechnic Lakeland campus, including cash balances with respect thereto, which final transfer is expected to occur on or about September 30, 2012 (the "Closing Date"). USF agrees to continue paying the rental payments and other costs related to the Assigned Lease until the earlier of the Closing Date or October 15, 2012, and FPU agrees to reimburse USF for all such expenses on the Closing Date.

5. <u>Third Party Beneficiaries</u>. The landlord or lessor that is party to the Assigned Lease is hereby made an express third party beneficiary of Florida Polytechnic's agreement to assume and perform the obligations of USF thereunder as contemplated in paragraph 2 hereof, and is authorized to rely on this paragraph in providing any consent to the assignment of such Assigned Lease.

6. <u>Miscellaneous Provisions.</u>

(a) <u>Successors in Interest</u>. This Lease Assignment, Assumption and Indemnity Agreement shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and respective successors and assigns.

(b) <u>Captions</u>. Titles and captions of or in this Lease Assignment, Assumption and Indemnity Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope or intent of this Assignment, Assumption and Indemnity Agreement.

(c) <u>Further Assurance</u>. USF agrees to cooperate fully with Florida Polytechnic in connection with the transfer of the Assigned Lease as contemplated hereby, to cooperate with Florida Polytechnic in obtaining any required consents necessary to effectuate such transfers, and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by Florida Polytechnic to better transfer, evidence and reflect the transactions described herein and contemplated by the Act and to carry into effect the intents and purposes hereof.

(d) <u>Controlling Law</u>. This Lease Assignment, Assumption and Indemnity Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida except the laws of that state that would render such choice of laws ineffective.

(e) <u>Counterparts</u>. This Lease Assignment, Assumption and Indemnity Agreement may be executed in two or more copies, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease Assignment, Assumption and Indemnity Agreement or its terms to produce or account for more than one of such copies.

7. <u>Effective Date</u>. This Lease Assignment, Assumption and Indemnity Agreement shall become effective and may be relied upon by the parties hereto as of the Effective Date.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have signed, sealed and delivered this Lease Assignment, Assumption and Indemnity Agreement as of the day and year first written above.

WITNESSES:	THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
Print Name:	
Print Name:	By: NAME: As Its
Print Name:	THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES
Print Name:	By: Name: As Its

[Signature Page to Lease Assignment, Assumption and Indemnity Agreement- One Poly Place]

EXHIBIT A

ASSIGNED LEASE

1. "**PILOT BANK- 1**st **FLOOR**," - Lease Agreement between Pilot Bank and The University of South Florida Board of Trustees, acting for and on behalf of USF System and its campuses and colleges including USF Polytechnic dated April 1, 2011, related to property located at 439 South Florida Avenue, #100B, Lakeland, Florida.

2. "**PILOT - 3RD FLOOR**" Lease Agreement between Pilot bank and The University of South Florida Board of Trustees, acting for and on behalf of USF System and its campuses and colleges including USF Polytechnic dated April 1, 2011, related to property located at 439 South Florida Avenue, #300, Lakeland, Florida.

#11468063_v4

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Update, Construction Report

PROPOSED BOARD ACTION

For information

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Not applicable

BACKGROUND INFORMATION

Mr. Pete Karamitsanis, President and Director, Lighthouse Advisors, Inc., will give a report on the construction work to date.

Documentation Included:

None

Facilitators/Presenters:

Mr. Pete Karamitsanis, President & Director, Lighthouse Advisors, Inc.

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Interim Assignment, and Assumption of the Consultant Retention Agreement entered into March 9, 2009, between the University of South Florida and Lighthouse Advisors, Inc., as amended.

PROPOSED BOARD ACTION

Approve interim assignment of the above referenced contract, as amended, from USF to the Florida Polytechnic University, effective immediately upon execution.

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Article IX, Section 7, Florida Constitution; Chapter 2012-129, Laws of Florida; Board of Governors Regulation 1.001

BACKGROUND INFORMATION

Lighthouse Advisors, Inc. was selected to provide owners representation services to USF for USF Project No. 555, which is Building 1 of the new Polytechnic campus. This agreement "the Agreement" was been extended through January 31, 2013 via amendment dated June 6, 2012. Currently, Lighthouse Advisors, Inc. receives \$17,000 per month to serve as the owners representative. Both USF and Board of Governors staff have identified this contract as critical to the ongoing construction of Poly Building Number 1. The primary contact assigned to this project by Lighthouse Advisors is Mr. Pete Karamitsanis.

Upon assignment, Board of Governors staff will work with Lighthouse Advisors to draft an amended Agreement to modify the notice provisions, and clarify that if Mr. Karamitsanis is at some point no longer the primary contact assigned, the contract shall terminate effective and other sections as may be necessary. Until such time as an executive administrator is selected by the Board of Trustees, the Poly Board Chair or designee will be the Owner for administrative purposes of the Agreement.

Supporting Documentation Included:	 Amended Consultation Retention Agreement dated June 6, 2012 Interim Assignment, Assumption and Indemnity Agreement
Facilitators/Presenters:	Chris Kinsley

CONSULTANT RETENTION AGREEMENT

This AGREEMENT is entered into this 4 day of 3000 E 2012 between the UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate (hereinafter "USF") and LIGHTHOUSE ADVISORS, INC. a Florida for profit corporation (hereinafter "Consultant"). This AGREEMENT shall bind the parties upon its execution by their representatives and shall become effective upon the date of the last signature.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

USF agrees to engage CONSULTANT and the CONSULTANT agrees to perform the services set forth below. The CONSULTANT understands and agrees that all services contracted for are to be performed solely by the CONSULTANT and may not be subcontracted for or assigned without the prior written consent of USF.

ARTICLE 2. SCOPE OF WORK

The CONSULTANT agrees to provide owner representation services to USF for the Interdisciplinary Science & Technology Building and the overall Site Development to be constructed on the new site of Florida Polytechnic. The owner representative services to be provided by CONSULTANT will include some, but not necessarily all, of the tasks more fully detailed in the Scope of Work which is attached hereto and made a part hereof.

ARTICLE 3. TERM

This AGREEMENT shall commence on July 1, 2012 and end on December 31, 2012 unless sooner terminated as provided below. This AGREEMENT may be renewed on a yearly basis upon the mutual written agreement of the parties. This AGREEMENT may be terminated by either party upon thirty (30) days written notice to the other party. Upon notice of termination CONSULTANT shall continue providing the services described in the Scope of Work and USF will continue to reimburse CONSULTANT for said services.

ARTICLE 4. CONSIDERATION

For the services described in the Scope of Work USF agrees to pay CONSULTANT, on behalf of Florida Polytechnic University, seventeen thousand dollars (\$17,000.00) per month, in arrears, payment to be made on the first business day of the month following the month within which the services were provided.

ARTICLE 5. INSURANCE

The CONSULTANT will carry general liability, automobile liability, workers compensation and employer's liability insurance in amounts agreeable to USF. All such insurance shall be with companies authorized to conduct business in the State of Florida.

ARTICLE 6. LIABILITY

USF and CONSULTANT will each be liable for any property damage or injury to persons, including death, caused by the negligent acts or omissions of its respective employees, officers and agents. USF's liability is to the extent provided for in Section 768.28 Florida Statutes. Nothing contained in the foregoing shall be construed as consent by USF to being sued or as a waiver by USF of its sovereign immunity.

ARTICLE 7. INDEPENDENT CONTRACTOR

USF and CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this AGREEMENT. Accordingly, the CONSULTANT shall be responsible for payment of all taxes including federal, state and local taxes arising out of the CONSULTANT'S activities in accordance with this AGREEMENT including by way of illustration and not limitation federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required.

ARTICLE 8. NOTICE

Any notice or communication permitted or required by this AGREEMENT shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below.

1. Notices as to USF:

Mr. David M. Touchton V.P./CEO USF-Lakeland, 3433 Winter Lake Road Lakeland, Florida 33803-9807

Copy to:

USF Office of the General Counsel 4202 East Fowler Avenue ADM 250 Tampa, Florida 33620-6250

2. Notices as to CONSULTANT:

Mr. Pete Karamitsanis 2216 South Exmoor Street Tampa, Florida 33629.

ARTICLE 9. WAIVER

Any failure by USF or CONSULTANT to invoke any right, condition or covenant in this AGREEMENT shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

ARTICLE 10. PUBLIC RECORDS

USF may unilaterally cancel this AGREEMENT for refusal by CONSULTANT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119 Florida Statutes and made or received in conjunction with this AGREEMENT.

ARTICLE 11. AMENDMENTS

This AGREEMENT constitutes the entire AGREEMENT of the parties with regard to the subject matter hereof and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this AGREEMENT shall be binding unless in writing and signed by both parties.

ARTICLE 12. DISPUTE RESOLUTION

Prior to any mediation or arbitration as hereinafter contemplated by this AGREEMENT the parties to this AGREEMENT shall endeavor to resolve disputes by good faith negotiation. USF and CONSULTANT agree to mediation of any claim, dispute or other matter in question arising out of or related to this AGREEMENT as a condition precedent to arbitration. USF and CONSULTANT agree to waive any and all rights to legal or equitable proceedings in a court of law to enforce this AGREEMENT. Any claim, dispute or other matter in question arising out of or related to this AGREEMENT. Any claim, dispute or other matter in question arising out of or related to this AGREEMENT. Any claim, dispute or other matter in question arising out of or related to this AGREEMENT, if unresolved through mediation, shall be resolved in binding arbitration to be conducted by the American Arbitration Association. A request for arbitration may be made by either party to this AGREEMENT in writing within sixty (60) days following receipt of a written decision rendered following the mediation of any dispute. All decisions made and any award rendered by an arbitrator pursuant to this AGREEMENT shall be final and binding, and judgment may be entered upon it in accordance with the laws of the State of Florida. The arbitrator may, in his or her discretion, award reasonable attorney fees and costs to the prevailing party.

ARTICLE 13. GOVERNING LAW

This AGREEMENT is governed by the laws of the State of Florida and any provision herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this AGREEMENT shall be in the state or federal courts located within Hillsborough County, Florida.

ARTICLE 14. TRAVEL REIMBURSEMENT

Pursuant to USF and Florida Board of Governors regulations, rules, and policies, the Consultant will be reimbursed for out of State travel associated with this agreement up to a maximum of Five Thousand Dollars (\$5,000). Reimbursement for any amounts in excess of the stated maximum must be mutually agreed to in writing by the parties. Requests for reimbursement must include all travel costs documentation and should be submitted within ten (10) days of the conclusion of travel to:

Bryan Mehaffey Interim Director of Facilities USF Lakeland 3433 Winter Lake Road Lakeland, FL 33803 ARTICLE 15. AUTHORITY

This Consultant Retention Agreement is being entered into at the direction of the Florida Board of Governors Select Committee on Florida Polytechnic University pursuant to action taken as its May 23 2012 meeting held in Daytona Beach, Florida.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

University of South Florida Lakeland

Lighthouse Advisors, Inc.

Date

David M. Touchton V.P./CEO USF - Lakeland

All ululie

George Cotter Date Luco. Director, Purchasing & Property Svcs

Approved as to Form and Legal Sufficiency Henry W. Lavandera Attorney USF

5/25/12

Pete Karamitsanis Lighthouse Advisors

Date

itness

6/6/17 Date

SCOPE of WORK for OWNER REPRESENTATIVE SERVICES

Organize Implementation

- Recommend the delivery method
- · Participate in the selection of, and contracting with Engineers and the Contractor
- Review & analyze regulatory & physical constraints
- Organize & facilitate zoning & development activities
- · Review programmatic & design requirements

Set up Project

- Develop overall project strategy
- Prepare master schedule & specific timelines per discipline
- Establish project procedures
- Review project budget parameters, cost targets and cash flow relative to funding timelines

Retain Design Team

- Review current understanding of terms between USFP and the Design Team
- Define scopes of work, fee ranges & terms
- Review consultant proposals: scope, fees, team and schedule
- · Assist in negotiations and final agreements

Retain CM

- Review current status of CM selection
- Review CM pre-construction services proposal: scope, fees, team and schedule
- Review CM construction services proposal: scope, fees, general conditions, team and schedule
- Assist in negotiations and final agreements

Kick off project

- · Identify overall team and set communication protocols
- Present goals, procedures, budgets & schedules
- Refine procedures & schedules
- Facilitate team building
- Establish buy-in

Oversee Project Development

Attend project meetings

- Review design progress and monitor adherence to program, budget and schedule
- Conduct constructability reviews through the selected contractor
- Monitor project schedules
- Facilitate communications, reporting & coordination
- Review design vs. budget costs

Facilitate Submittals & Approvals

- Prepare client progress briefings
- Obtain client approvals
- · Oversee agency interim reviews & submittals
- Conduct agency negotiations
- Facilitate agency approvals

Administer Consultant Contracts

- Review deliverables for adequacy and compliance
- Analyze, recommend action and negotiate additional services
- Review and approve invoices
- Monitor schedule compliance

Prepare for Construction

- Review General Conditions
- Monitor development of construction schedules
- Review Contract Documents
- Review subcontractor bids
- Review scope, time & draw schedules, manpower and mobilization plans, site utilization & logistics plans

Oversee Project Construction

- Conduct teaming sessions
- Attend progress meetings
- Participate in budget control and issue resolution sessions
- Monitor adherence to budget
- Review quality of the work and adherence to design intent

Administer Construction Contracts

- Oversee & advise Owner on construction financial matters
- Review scope deviations or additions
- Review/revise construction draw requests and recommend payment
- Obtain contractor & subcontractor lien releases
- Review and negotiate change orders
- Monitor construction manpower

Issues Resolution

- · Develop issues action items & communication process
- · Facilitate issues definition & determine potential impact
- Conduct issues resolution sessions
- Brief and advise Owner on alternative courses of action

Claims Resolution

- · Develop and maintain informal and formal processes
- Research and analyze claims
- Ascertain Owner's exposure
- Prepare Owner's position
- · Work with appropriate parties to resolve claims

Closing out Construction

- Approve close-out process
- Review & approve punch lists
- · Oversee final acceptance and Certificate of Occupancy issuance
- Review of final pay requests
- Review of final lien releases
- Oversee resolution of any construction outstanding issues

Project Commissioning

- Oversee systems shake-down
- · Oversee delivery of documents, manuals, warranties and staff training

ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT, dated and effective as of April 20, 2012 (the "*Effective Date*"), between The University of South Florida Board of Trustees, a public body corporate, acting for the University of South Florida and its colleges and campuses, including the former University of South Florida Polytechnic (collectively, "*USF*"), having its principal office at 4202 E. Fowler Avenue, CGS 401, Tampa, Florida 33620 and The Florida Polytechnic University Board of Trustees, a public body corporate, created pursuant to Chapter 2012-129, Laws of Florida (the "*Act*"), whose mailing address is c/o Board of Governors, 325 W. Gaines Street, Suite 1614, Tallahassee, FL 32399-0400 ("*Florida Polytechnic*").

Pursuant to the Act, USF is required to transfer to Florida Polytechnic USF's assets and liabilities which relate to the former USF Polytechnic Lakeland campus, with the intended transfer date to be effective as of July 1, 2012. USF and Florida Polytechnic have targeted September 30, 2012 as the date (the "*Complete Transfer Date*") to effectuate that transfer (subject to the retention of some assets for teach out purposes), but in the interim wish to effectuate the current transfer the contract and associated obligations, listed on Exhibit A hereto (collectively, the "*Assignment Documents*").

NOW, THEREFORE, under and pursuant to the terms of the Act, USF and Florida Polytechnic hereby agree as follows:

1. <u>Assignments</u>.

(a) Pursuant to the Act and in consideration of the assumption and indemnity set forth below, USF hereby assigns to Florida Polytechnic, on and effective as of the Effective Date, its entire rights, title and interest in and to the Assignment Documents, without representation or warranty of any kind whatsoever.

(b) To the extent governmental or third party consents or approvals are required for the transfer and assignment of the contracts listed on Exhibit A, USF agrees to cooperate with Florida Polytechnic, at Florida Polytechnic's cost, in obtaining such consents, provided that USF be fully released from its obligations thereunder. No assurances can be given that such approvals or consents can or will be obtained.

2. <u>Assumption; Cost Reimbursement</u>.

(a) In consideration of such assignments, Florida Polytechnic hereby assumes and agrees to pay, perform and discharge, in accordance with all existing legal, contractual and other requirements, and in a prompt and timely manner, all of the obligations of USF under and in respect of the Assignment Documents, whether arising prior to or after the effective date of transfer. The assumptions contemplated in this section shall be effective on the Effective Date, whether or not the consents or approvals are obtained.

(b) To the extent USF has incurred costs in the performance of its obligations under or in respect of the Assignment Documents between July 1, 2012 and the Effective Date, following the Complete Transfer Date, Florida Polytechnic will promptly reimburse USF for all such costs so incurred. 3. <u>Indemnification</u>. To the full extent permitted by law, Florida Polytechnic agrees to indemnify, defend and hold harmless USF (and, as applicable, its or their respective trustees, directors, officers, employees, affiliates, successors and assigns) from and against all claims, loss, liabilities, damages, deficiencies, judgments, assessments, fines, settlements, costs or expenses (including interest, penalties and fees, reasonable expenses and disbursements of attorneys, experts, personnel and consultants incurred by the indemnified party in any action or proceeding between the indemnifying party and the indemnified party or between the indemnified party and any third party, or otherwise) based upon, arising out of or otherwise in respect of the Assignment Documents, including, without limitation, the failure by Florida Polytechnic to timely and completely satisfy, pay or perform any obligation under the Assignment Documents; provided however, that this indemnity shall not include any act of negligence or tort liability of or attributable to USF accruing on or prior to the date hereof.

4. <u>Third Party Beneficiaries</u>. Each third party that is a contract party to any Assignment Document is hereby made an express third party beneficiary of Florida Polytechnic's agreement to assume and perform the obligations of USF thereunder as contemplated in paragraph 2 hereof, and is authorized to rely on this paragraph in providing any consent to the assignment of such Assignment Documents.

5. <u>Continued Funding Agreement</u>. The parties recognize that this Assignment precedes the transfer by USF to FPU of all residual assets held by USF related to the former USF Polytechnic Lakeland campus, including cash balances with respect thereto, which final transfer is expected to occur on or about September 30, 2012 (the "Closing Date"). USF agrees to continue paying the amounts due under the Assigned Contract until the earlier of the Closing Date or October 15, 2012, and FPU agrees to reimburse USF for all such expenses on the Closing Date.

6. <u>Miscellaneous Provisions.</u>

(a) <u>Successors in Interest</u>. This Assignment, Assumption and Indemnity Agreement shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and respective successors and assigns.

(b) <u>Captions</u>. Titles and captions of or in this Assignment, Assumption and Indemnity Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope or intent of this Assignment, Assumption and Indemnity Agreement.

(c) <u>Further Assurance</u>. USF agrees to cooperate fully with Florida Polytechnic in connection with the transfer of the Assignment Documents as contemplated hereby, to cooperate with Florida Polytechnic in obtaining any required consents necessary to effectuate such transfers, and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by Florida Polytechnic to better transfer, evidence and reflect the transactions described herein and contemplated by the Act and to carry into effect the intents and purposes hereof.

(d) <u>Controlling Law</u>. This Assignment, Assumption and Indemnity Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida except the laws of that state that would render such choice of laws ineffective.

(e) <u>Counterparts</u>. This Assignment, Assumption and Indemnity Agreement may be executed in two or more copies, each of which shall be deemed an original, and it shall not be

necessary in making proof of this Assignment, Assumption and Indemnity Agreement or its terms to produce or account for more than one of such copies.

7. <u>Effective Date</u>. This Assignment, Assumption and Indemnity Agreement shall become effective and may be relied upon by the parties hereto as of the Effective Date.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have signed, sealed and delivered this Assignment, Assumption and Indemnity Agreement as of the day and year first written above.

WITNESSES:	THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
Print Name:	
Print Name:	By: NAME: As Its
Print Name:	THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES
Print Name:	BY: NAME: As Its

[Signature Page to Assignment, Assumption and Indemnity Agreement - PK Only]

EXHIBIT A

ASSIGNMENT DOCUMENTS

Contracts.

(1) <u>Construction Consultant</u>. Lighthouse Advisors Inc. Contract for Fiscal Year 2012/2013 - Owner's Rep Consultant Contract dated April 1, 2009 and Owners Rep Consultant Contract dated March 9, 2009, including various amendments dated July 1, 2010 and June 2, 2011, and amended to extend contract from July 1, 2012 through July 31, 2012.

(2) <u>Consultant Retention Agreement</u>. The Consultant Retention Agreement between Lighthouse Advisors Inc. and the University of South Florida Board of Trustees dated June 6, 2012.

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FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Delegation of Authority to Transition Committee

PROPOSED BOARD ACTION

Consider delegation of authority to Transition Committee to approve and execute contracts and documents related to transfer of assets and liabilities from the University of South Florida and for initial operations of Florida Polytechnic University

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Chapter 2012-129, Laws of Florida; Board of Governors Regulation 1.001

BACKGROUND INFORMATION

In order to effectuate the transfer of assets and liabilities from the University of South Florida as required by section 1004.345, Florida Statutes, various contracts and other documents will need to be executed by the Florida Polytechnic University Board of Trustees. Such documents include, but are not limited to, the assignment of leases, construction contracts, software licenses, assignment of donation agreements, and the assignment of the educational broadband service license and lease. In addition, documents such as a shared services agreement with the University of Florida will need to be executed in order to commence day-to-day operations of the university.

To facilitate the business of the Board, the Board may want to consider delegating authority to the Transition Committee members, Chair Gidel and Trustee Wilson, to act on its behalf in executing certain contracts and documents, subject to such parameters as deemed appropriate by the Board.

Supporting Documentation Included: None

Facilitators/Presenters:

Don Wilson

FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES September 5, 2012

SUBJECT: Discussion, Committee Work

PROPOSED BOARD ACTION

For information

AUTHORITY FOR BOARD OF TRUSTEES ACTION

Not applicable

BACKGROUND INFORMATION

Committee names and assigned members are as follows:

- (1) Transition Committee Robert Gidel and Donald Wilson,
- (2) Educational Committee Dr. Sandra Featherman and Dr. Dick Hallion,
- (3) Financial Mark Bostick and Scott Hammack, and
- (4) Operations Kevin Hyman and Frank Martin.

Chair Gidel will discuss the upcoming work of the committees.

Documentation Included:

None

Facilitators/Presenters:

Chair Robert Gidel