



AGENDA
THE UNIVERSITY OF WEST FLORIDA
SPECIAL BOARD OF TRUSTEES VIRTUAL MEETING
February 17, 2022

University of West Florida
11000 University Pkwy. Pensacola, FL
Crosby Hall, Bldg. 10, Rm 224

To join this virtual public board meeting, please follow these Zoom Webinar instructions:
<https://uwf.zoom.us/j/81913112222?pwd=c0Y1cm90TGkzSGxYSzFUK25ocG5jdz09> Passcode: 310106

- I. Call to Order/Roll Call. Suzanne Lewis, Chair**
- II. Chair’s Greeting Suzanne Lewis**
- III. Public Comment**
- IV. Action Items:**
 - 1. Approval of the Performance Based Funding Data Integrity 2021
 - 2. Approval of the Revised Master Sublease Agreement between the Board of Trustees of the University of West Florida and UWF Business Enterprises, Inc.
- V. Information Item:**
 - 1. 2022 – 2023 Board of Trustees Meeting Dates
- VI. Other Business**
- Adjournment**

UWF Special Board of Trustees
Meeting February 17, 2022

Issue: Approval of the Performance Based Funding Data Integrity 2021 and Data Integrity Certification

Proposed Action: Acceptance

Background Information:

In June, 2020, the Board of Governors directed state universities to conduct an audit of processes that ensure the completeness, accuracy, and timeliness of data submissions. UWF's Internal Auditing & Management Consulting (IAMC) issued an audit report on February 1, 2022 (see attached). The audit was performed in accordance with the *International Standards for the Professional Practice of Internal Auditing*. It was presented to the Audit & Compliance Committee at their February 17, 2022 meeting and accepted by the Committee. The results of the audit will be provided to the Board of Governors after acceptance by the Board of Trustees.

The audit's objectives were to:

- Evaluate internal controls designed to ensure the accuracy, completeness, and timeliness of data submissions to the Board of Governors, and
- Provide an objective basis of support for the President and Chair of the Board of Trustees to sign the representations included in the *Performance Based Funding – Data Integrity Certification*, to be filed with the Board of Governors by March 1, 2022.

Results:

IAMC found that internal controls over the processes used to collect and submit data to the Board of Governors were generally strong. IAMC recommended that:

- The Institutional Research Director review all written procedures related to metrics data collection, review, and submission, to ensure that these procedures are accurate, thorough, and in appropriate detail. Management agreed to implement this recommendation by April 1, 2022.
- Institutional Research notify the Registrar of corrections to High Impact Practice Attributes assigned to Course Sections and report a corrected count to the BOG for Metric 10. Management agreed to implement this by March 1, 2022.

The results of the IAMC audit and other internal controls in place indicate that the President may confidently affirm these representations. The Data Integrity Certification is to be signed by the President and the Board of Trustees Chair, after approval by the Board of Trustees.

Recommendation: Approval of the Performance Funding Data Integrity audit 2021 and Data Integrity Certification

Implementation Plan: Submission to the Florida Board of Governors, the Performance Based Funding Data Integrity Audit and the Data Integrity Certification

Fiscal Implications: Fiscal oversight by the UWF Board of Trustees

Supporting documents:

UWF-21-22_003: Performance Based Funding Data Integrity 2021 Audit Report and Data Integrity Certification

Prepared by: Cindy Talbert, Chief Audit Executive, ctalbert@uwf.edu, 850-474-2638

Presenter: Cindy Talbert



SCOPE AND OBJECTIVES

We audited Performance Based Funding Data Integrity as of September 30, 2021. This audit was included as part of our 2021/22 audit work plan, conducted in accordance with a Board of Governors (BOG) directive to State universities. Our specific objectives were to:

- Evaluate internal controls designed to ensure the accuracy, completeness, and timeliness of data submissions to the Board of Governors, and
- Provide an objective basis of support for the President and Chair of the Board of Trustees to sign the representations included in the *Performance Based Funding – Data Integrity Certification*, to be filed with the Board of Governors by March 1, 2022.

Audit fieldwork began on September 14, 2021, and ended on January 25, 2022. Our audit conforms to the Institute of Internal Auditors *International Standards for the Professional Practice of Internal Auditing* and generally accepted auditing standards.

BACKGROUND

The BOG has broad governance responsibilities affecting administrative and budgetary matters for Florida’s 12 public universities. Beginning in fiscal year 2013-14, they instituted a performance funding program that is based on 10 metrics. Currently, the metrics common to all institutions are:

1. *Percent of Bachelor’s Graduates Employed (Earning \$25,000+) or Continuing their Education;*

2. *Median Wages of Bachelor’s Graduates Employed Full-time;*
3. *Average Cost to the Student (Net Tuition and Fees per 120 Credit Hours for Resident Undergraduates);*
4. *Four Year Graduation Rate (Full-time FTIC);*
5. *Academic Progress Rate (Second Fall Retention Rate with at Least a 2.0 GPA for Full-time FTIC students);*
6. *Bachelor’s Degrees Awarded within Programs of Strategic Emphasis;*
7. *University Access Rate (Percent of Undergraduates with a Pell Grant);*
8. *Graduate Degrees Awarded within Programs of Strategic Emphasis;*
- 9a. *Two-Year Graduation Rate for Florida College System Associate in Arts Transfer Students; and*
- 9b. *Six-Year Graduation Rate for Students Who are Awarded a Pell Grant in Their First Year.*

Metrics 9a and 9b were implemented for the first time in the current year.

Each university is offered a “Board of Trustees Choice Metric,” enabling the institution to select a metric based on their unique strengths. Since 2019/20, the University has elected to use as Metric 10 “Percent of Baccalaureate Graduates Completing 2+ High Impact Practices.”



Much of the information that is used by the BOG in their calculations of Metrics 1 through 9 is through 6 data files that are submitted periodically by the universities. This includes the:

- Admissions File;
- Degrees Awarded File;
- Hours to Degree File;
- Retention File;
- Student Financial Aid File; and
- Student Instruction File.

Data that is ultimately submitted to the BOG through these electronic submissions is initially entered through the Admissions, Graduate Admissions, Registrar, Financial Aid, and Controller's departments into the Banner Student system. The Office of Institutional Research (IR) has been delegated responsibility for compiling the data into tables according to BOG specifications, conducting a quality review of the data prior to submission to the BOG, and timely submission of the files.

Metric 10 data is compiled in a distinctly different manner. It is based on the following formula:

numerator = the number of students in the cohort who engaged in 2 or more High Impact Practice Types during their enrollment at UWF

denominator = the number students earning undergraduate degrees in a summer, fall, and spring semester ("the cohort")

UWF has accepted the classification of High Impact Practices established by the Association of American Colleges and Universities, as follow:

1. First-Year Seminars and Experiences;
2. Common Intellectual Experiences;
3. Learning Communities;
4. Writing-Intensive Courses;
5. Collaborative Assignments and Projects;
6. Undergraduate Research;
7. Diversity/Global Learning;
8. ePortfolios;
9. Service Learning, Community-Based Learning;
10. Internships; and
11. Capstone Courses and Projects.

Courses that could be identified as classifications 5 and 8 have not yet been vetted for use at UWF.

It was decided that IR would include all academic courses completed beginning with Fall 2014, in Metric 10. University Housing & Residence Life and the Office of Undergraduate Research provide student information to IR for inclusion in the count, however, their data collection did not begin until around 2015. It should be noted that we only include a count for 1 High Impact Practice Type, e.g., a student engaged in 3 Internships would only yield a count of 1 in the Metrics 10 computation.

In accordance with BOG Regulation 3.007 "State University System (SUS) Management Information Systems," the President has formally appointed an Institutional Data Administrator, who is the Director of IR. The Director has frequent contact with the BOG Office of Data and Analytics staff, strengthening his understanding of their complex requirements for the data in the files.

Audits similar to this one were conducted annually from 2014 to 2020.



AUDIT METHODOLOGY

We interviewed key personnel involved in the processes that end with submission of data to the BOG that are used in the computations of the metrics. We examined written policies and procedures and other related documents. We evaluated internal controls that were in place and used the results to design audit tests. Risk levels within each related activity were assessed and audit testing focused on the higher risk activities.

Audit testing was conducted on data submitted to the BOG in order to evaluate accuracy and completeness. We used data based on academic years or semesters, according to the time periods identified as part of the UWF Accountability Plan for 2020/21; if this information was not yet available, data in the last file submitted was used for testing purposes.

We conducted audit testing focused on Metrics 9a, 9b, and 10.

NOTABLE STRENGTH

We noted during our review that of the eight functional users and directors interviewed, all seemed very knowledgeable of the processes required to be in place to ensure data accuracy and completeness. This is despite the fact that the Registrar and Director of Financial Aid positions are currently held by interim appointees; however, these interim appointees have a long history in their departments, bringing a wealth of experience.

OBSERVATIONS

We found that internal controls over the processes used to collect and submit data to the BOG were generally strong. Data underlying the computations of Metrics 9a and 9b were tested and were determined to be highly accurate. As a result of our

review of data underlying Metric 10 and written procedures, we make the following observations:

1. The formalization of procedures in writing serves several important purposes. It is useful for training purposes, documents instructions that have been given to staff, and provides for continuity in the event of staff turnover. The IR Director is very knowledgeable about how data is compiled, vetted for accuracy, and submitted to the BOG through the data file submission process. The Director has expressed his intention to retire in the not too distant future. We asked him whether written procedures related to these processes have been kept current and he stated that they have not. Although the IR Associate Director is also quite knowledgeable of the procedures, it seems prudent to ensure that at such a critical transition time for IR, the department take steps to ensure that thorough and accurate written procedures exist. Of particular importance are the development of thorough written procedures for the methodology and reporting of data used in Metric 10 "High Impact Practices." It should be noted that some revisions were made to the Metric 10 written methodology during the course of the audit work.
2. We conducted a test of the accuracy of data included in the count of High Impact Practices used in Metric 10. The total count of High Impact Practices submitted to the BOG was 1,035, resulting in a percentage of 43% (1035/2408).

The definition of this year's metric required the count to include only undergraduate students



who graduated in Summer 2019, Fall 2019, or Spring 2020, with two or more High Impact Practice Types during their experience at UWF.

In the first part of our audit test, we obtained the cohort from IR, which included all undergraduate students who earned degrees in Summer 2019, Fall 2019, and Spring 2020. This information came from an IR database, separate from Banner Production, i.e., subsequent changes could be made to Banner Production that would not affect the counts as originally computed by IR. The cohort of 2,408 was found to be accurate based on data we compiled whose source was Banner Production.

We also tested the list of the students included in the count of two or more High Impact Practices, and the High Impact Practices included for each student (which ranged from 2 to 6).

The following discrepancies were noted between student data provided by IR and data that we independently developed:

- There were 18 students in our data that included a High Impact Practice for Capstone Courses and Projects (Attribute Code “HICP”) and Writing Intensive Courses (Attribute Code “HIWR”), and we also had higher *counts* for these students than IR by 12. These discrepancies were due to the High Impact Practice Attributes HICP and HIWR that had

not been assigned to Course Sections at the time IR reported the counts to the BOG, but were later added. These were not *errors* in the data reported to BOG for 2019/20; however, if these additional counts are reported the results will be more comparable and consistent with subsequent years.

- There were 5 discrepancies in students or High Impact Practice counts that seemed to be related to simple human error.
- There was 1 discrepancy due to a course that was part of a Graduate program that was erroneously included in the count.

If the timing differences and errors noted above had been evident at the time that IR reported to BOG for 2019/20, the results would have been 1065 and 44% (1065/2408).

Recommended Management Actions

1. We recommend that the IR Director review all written procedures related to metrics data collection, review, and submission, to ensure that these procedures are accurate, thorough, and in appropriate detail.
2. We recommend that IR notify the Registrar of corrections to High Impact Practice Attributes assigned to Course Sections and report a corrected count to the BOG for Metric 10.

We appreciate the cooperation, professionalism, and responsiveness of the employees who were involved in the audit.

Respectfully submitted,

Cynthia Talbert, CFE, CIA, CPA, CRMA
Associate Vice President/Chief Audit Executive



REPORT PROVIDED TO THE FOLLOWING:

Dr. Martha Saunders, President
Suzanne Lewis, Chair BOT
Bob Jones, Chair Audit & Compliance Committee
Dick Baker, Audit & Compliance Committee
Jill Singer, Audit & Compliance Committee
Dr. George Ellenberg, Provost/Sr. Vice President
Dr. Greg Tomso, Interim Vice President of Academic Engagement & Student Affairs
Betsy Bowers, Vice President
Dr. Michelle Williams, Interim Vice Provost
Keith King, Institutional Research Director
Lauren Loeffler, Executive Director Career Development and Community Engagement
Jeffrey Djerlek, Associate Vice President/Controller
Shelly Blake, Associate Vice President, Academic Affairs
Adam Burgess, Interim Registrar
Rachel Conway, Interim Financial Aid Director
Katie Condon, Admissions Director
Dr. Kuiyuan Li, Graduate School Dean
Jaime Hoelscher, Manager, FL Auditor General
Ken Danley, Supervisor, FL Auditor General
Julie Leftheris, BOG Inspector General
Rebecca Luntsford, BOT Liaison



MANAGEMENT RESPONSES TO RECOMMENDATIONS

Recommendation #1

Management Response:

Internal procedures are being updated to document and identify processes used by Institutional Research in obtaining, verifying, and reporting data related to Performance-Based Funding Metrics.

Responsible Party:

Keith King, Director of Institutional Research

Targeted Implementation Date: April 1, 2022

Recommendation #2

Management Response:

Institutional Research will work with the Registrar's Office to update the small number of course sections identified as having discrepancies. The appropriate High Impact Practice attributes will be applied to those sections. Institutional Research will then communicate the re-stated numbers to BOG staff for inclusion in future calculations consistent with current practices for all metrics as part of the accountability plan validation process between UWF and BOG. Prior year values for all metrics are routinely re-stated when data available in the university systems are updated.

Responsible Party:

Christophe Lizen, Associate Director of Institutional Research
Adam Burgess, Interim Registrar

Targeted Implementation Date: March 1, 2022



Data Integrity Certification

March 2022

University Name: _____

INSTRUCTIONS: Please respond “Yes” or “No” for each representation below. Explain any “No” responses to ensure clarity of the representation you are making to the Board of Governors. Modify representations to reflect any noted **significant** audit findings.

Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
1. I am responsible for establishing and maintaining, and have established and maintained, effective internal controls and monitoring over my university’s collection and reporting of data submitted to the Board of Governors Office which will be used by the Board of Governors in Performance-based Funding decision-making and Preeminence or Emerging-preeminence Status.	<input type="checkbox"/>	<input type="checkbox"/>	
2. These internal controls and monitoring activities include, but are not limited to, reliable processes, controls, and procedures designed to ensure that data required in reports filed with my Board of Trustees and the Board of Governors are recorded, processed, summarized, and reported in a manner which ensures its accuracy and completeness.	<input type="checkbox"/>	<input type="checkbox"/>	
3. In accordance with Board of Governors Regulation 1.001(3)(f), my Board of Trustees has required that I 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.	<input type="checkbox"/>	<input type="checkbox"/>	
4. In accordance with Board of Governors Regulation 3.007, my university provided accurate data to the Board of Governors Office.	<input type="checkbox"/>	<input type="checkbox"/>	
5. In accordance with Board of Governors Regulation 3.007, I have appointed a Data Administrator to certify and manage the submission of data to the Board of Governors Office.	<input type="checkbox"/>	<input type="checkbox"/>	

Data Integrity Certification

Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
6. In accordance with Board of Governors Regulation 3.007, I have tasked my Data Administrator to ensure the data file (prior to submission) is consistent with the criteria established by the Board of Governors Data Committee. The due diligence includes performing tests on the file using applications, processes, and data definitions provided by the Board Office.	<input type="checkbox"/>	<input type="checkbox"/>	
7. When critical errors have been identified, through the processes identified in item #6, a written explanation of the critical errors was included with the file submission.	<input type="checkbox"/>	<input type="checkbox"/>	
8. In accordance with Board of Governors Regulation 3.007, my Data Administrator has submitted data files to the Board of Governors Office in accordance with the specified schedule.	<input type="checkbox"/>	<input type="checkbox"/>	
9. In accordance with Board of Governors Regulation 3.007, my Data Administrator electronically certifies data submissions in the State University Data System by acknowledging the following statement, "Ready to submit: Pressing Submit for Approval represents electronic certification of this data per Board of Governors Regulation 3.007."	<input type="checkbox"/>	<input type="checkbox"/>	
10. I am responsible for taking timely and appropriate preventive/ corrective actions for deficiencies noted through reviews, audits, and investigations.	<input type="checkbox"/>	<input type="checkbox"/>	
11. I recognize that Board of Governors' and statutory requirements for the use of data related to the Performance-based Funding initiative and Preeminence or Emerging-preeminence status consideration will drive university policy on a wide range of university operations – from admissions through graduation. I certify that university policy changes and decisions impacting data used for these purposes have been made to bring the university's operations and practices in line with State University System Strategic Plan goals and have not been made for the purposes of artificially inflating the related metrics.	<input type="checkbox"/>	<input type="checkbox"/>	

Data Integrity Certification

Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
12. I certify that I agreed to the scope of work for the Performance-based Funding Data Integrity Audit and the Preeminence or Emerging-preeminence Data Integrity Audit (if applicable) conducted by my chief audit executive.	<input type="checkbox"/>	<input type="checkbox"/>	
13. In accordance with section 1001.706, Florida Statutes, I certify that the audit conducted verified that the data submitted pursuant to sections 1001.7065 and 1001.92, Florida Statutes [regarding Preeminence and Performance based Funding, respectively], complies with the data definitions established by the Board of Governors.	<input type="checkbox"/>	<input type="checkbox"/>	

Data Integrity Certification Representations, Signatures	
<p>I certify that all information provided as part of the Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) is true and correct to the best of my knowledge; and I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements render this certification void. My signature below acknowledges that I have read and understand these statements. I certify that this information will be reported to the board of trustees and the Board of Governors.</p> <p>Certification: _____ Date _____</p> <p style="margin-left: 40px;">President</p>	
<p>I certify that this Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) has been approved by the university board of trustees and is true and correct to the best of my knowledge.</p> <p>Certification: _____ Date _____</p> <p style="margin-left: 40px;">Board of Trustees Chair</p>	

UWF Special Board of Trustees Meeting

February 17, 2022

Issue: Revised Master Sublease Agreement between the Board of Trustees of the University of West Florida and UWF Business Enterprises, Inc.

Proposed action: Approve

Recommendation:

The UWF Board of Trustees approve the 2021 revised Master Sublease Agreement between the Board of Trustees of the University of West Florida (Landlord) and UWF Business Enterprises, Inc. (Tenant).

Background Information:

During an operational audit of the UWF by the State of Florida Auditor General in 2020, audit finding #2: Direct-Support Organizations, revealed that University rules and records supporting University property, facilities, and personal services used by the University direct-support organizations (DSOs) could be improved. In response, a work-group assembled to review the current Agreements and Memorandum of Understandings (MOUs) between the UWF Board of Trustees and the three University DSOs.

The workgroup committee reviewed the BEI documents and made recommendations. One of these recommendations was for UWF-BEI to mention "Argonaut Village" in Schedule 1 as it is the colloquial or proper name of the subleased area. A second recommendation was to adjust Article XXVI - Notices to reflect the current President of the University and the current CEO of BEI.

The revised Master Sublease Agreement was approved by the UWF Business Enterprises, Inc. Board of Directors on September 27, 2021.

The Master Sublease Agreement and other supporting documents can be found on the UWF-BEI website at <https://uwf.edu/bei/bei-board/supporting-documents/>

Supporting documentation:

- Master Sublease Agreement between the Board of Trustees of UWF and UWF Business Enterprises, Inc. Red-Line copy
 - September 27, 2021 UWF Business Enterprises, Inc. Board of Directors Meeting Agenda
 - September 27, 2021 UWF Business Enterprises, Inc. Board of Directors Meeting Draft Minutes
-

Prepared by: Carole Reed, BEI Accountant, creed@uwf.edu
Becky Luntsford, BOT Assistant Corporate Secretary, rluntsford@uwf.edu

Presented by: Dr. Ed Ranelli, UWF BEI Chief Executive Officer, 850-474-2209, eranelli@uwf.edu

Master Sublease Agreement

between

The Board of Trustees of the University of West Florida

and

UWF Business Enterprises, Inc.

Dated 4/28, 2021~~15~~

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MASTER SUBLEASE AGREEMENT

This **Master Sublease Agreement** ("Lease") is made this ____ day of _____, 20~~21~~¹⁵, between the Board of Trustees of the University of West Florida ("Landlord"), and UWF Business Enterprises, Inc., a Florida corporation not-for-profit, with its principal place of business at 11000 University Parkway, Pensacola, Florida, 32514 ("Tenant"). This Lease replaces the Sublease Agreement dated as of March 8, 2013 between Landlord and Tenant.

WHEREAS, Landlord is authorized to enter this Lease pursuant to Section 1013.171, Florida Statutes, Section 1004.28, Florida Statutes, and other applicable provisions of law, and Lease No. 2722 (the "State Lease") between the State of Florida Board of Trustees of the Internal Improvement Trust Fund (the "Trustees") and the Landlord, dated January 22, 1974 and

WHEREAS, Tenant will, from time to time, cause to be constructed upon the Premises herein described certain facilities and accommodations ("Facilities") necessary and desirable to serve the needs and purposes of the University of West Florida (the "University"); and

WHEREAS, additional parcels of property will be added to the Premises from time to time as the University determines a need for Facilities to be located upon such parcels on the campus of the University; and

WHEREAS, the construction and operation of the Facilities will meet the objectives of the University as set forth above and will also serve the needs of the people of the State of Florida;

NOW THEREFORE, IN CONSIDERATION OF the mutual duties and obligations hereby imposed and for other good and valuable consideration the receipt of which is hereby acknowledged,

W I T N E S S E T H:

ARTICLE I - DEMISED PROPERTY

A. Description of Property.

In consideration of the covenants of the respective parties, each to the other to be performed by them and at the time and in the manner hereafter provided, Landlord does hereby agree to lease and let unto Tenant, and Tenant does hereby lease from Landlord, the certain real property described as follows:

That parcel of land of the University described on Schedule 1 attached hereto and made part of this Lease

It is contemplated that additional parcels of property may be added to this Sublease Agreement in the future upon approval of additional Schedules hereto in substantially the form set forth herein by the Board of Trustees of Landlord.

The parcels of property described in the Schedules attached hereto shall collectively be referred to herein as the "Property."

B. Use of Property.

Tenant shall use and occupy the Property only for the purpose of constructing and operating thereon facilities and accommodations necessary and desirable to serve the needs and purposes of the University, and shall not use or occupy the Property or permit it to be used or occupied for any other purpose without the express written consent of Landlord. Tenant shall not do or permit any act or thing which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of the University or any governmental or quasi-governmental department, commission, board, court, authority agency, official, officer or other party, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use of condition of the Property or any part which constitutes a public or private nuisance.

C. Title to Property.

Tenant or its Permittees, as applicable, shall at all times during the term of this Lease have title to all improvements made to the Property and shall own all personal property acquired by the Tenant or its Permittees, as applicable, and placed on the Property during the term of this Lease (including, but not limited to, all Facilities constructed thereon in accordance with the terms hereof) (collectively, the "Improvements"). Fee simple title to the Property shall remain with Landlord during the term of this Lease. Upon the expiration of the lease term, or upon the earlier termination thereof, all right, title, and interest to the Property and all improvements thereto shall belong to Landlord free and clear of any claim by Tenant pursuant to the requirements of Section 1013.171, Florida Statutes. These provisions shall be included in any license, franchise, or sublease granted by Tenant. Tenant shall cooperate in the execution of any documents necessary to confirm Landlord's title to the Facilities as herein required.

D. Financing and Refinancing of the Improvements.

The Tenant will comply with all requirements of Section 1010.62, Florida Statutes, in the event that construction of the Facilities is financed or financed with debt or other financing arrangement described in Section 1010.62, Florida Statutes, or the Debt Management Guidelines of Landlord or the Florida Board of Governors. Tenant will not permit any use of the Property until any required approvals are received.

ARTICLE II - TERM

A. Commencement and Term.

Unless this Lease is terminated at an earlier date pursuant to provisions contained herein, Tenant shall have and hold each parcel of the Property described in a Schedule hereto subject to the conditions, covenants and agreements herein set forth for a term ending on the termination date set forth in the applicable Schedule. At the end of the term specified in each Schedule, Tenant shall peaceably vacate and surrender the applicable parcel of Property and all Improvements thereon to Landlord. The

B. Lease Year Defined.

The term "Lease Year" as used herein shall mean each full twelve-month year during the term hereof. The first Lease Year shall begin upon the execution of this Lease (the "Commencement Date"). Each succeeding Lease Year shall commence on each subsequent July 1. The period from the Commencement Date to the following July 1 shall be a partial Lease Year.

C. Termination/Expiration of Lease.

Upon expiration of this Lease term, this Lease shall terminate and Tenant shall surrender to Landlord any and all interest of Tenant in the Property without demand or further action, to the Landlord. In addition, Tenant shall have the right to pay the balance of any Outstanding Debt Obligation at any time during the term of this Lease and thereupon to terminate this Lease. For purposes of this section "Outstanding Debt Obligation" shall mean any obligations issued to finance the Facilities required to be approved by the Landlord pursuant to the terms of Article I Paragraph D above.

ARTICLE III - RENT

Tenant covenants and agrees to pay to Landlord, at its principal place of business or at such place as Landlord may from time to time designate, as "Fixed Rent" for the Property in lawful money of the United States, during the term of this Lease, the sum of \$10 per year, in advance on the first day of each Lease Year. Fixed Rent for the initial Lease Year shall be due upon execution of this Lease. Within one hundred and twenty (120) days of the close of each Lease Year and shall be accompanied with an independent audit and certified statement of the Tenant's operations for the given Lease Year.

This Lease is a net lease and Tenant shall pay the Rent herein reserved to Landlord without deduction, counterclaim, set-off, abatement, further notice or demand as and when the same shall become due as herein provided, and the rents or other amounts payable by the Tenant hereunder shall continue to be payable without abatement or reduction unless the obligation of Tenant to pay the same shall be terminated, abated or reduced

pursuant to the express terms of this Lease.

Tenant agrees to prepare and maintain on the Property or at its principal office accurate books and records of the gross sales made in, upon and from the Property, which books and records shall be kept in accordance with Generally Accepted Accounting Principles and shall be open at all reasonable times during the term of this Lease and, for five (5) years after the end of the Lease Year in question, to Landlord, the Trustees or their respective representatives for the purpose of examining the same to determine the accuracy thereof. The books and records of account shall include all federal, state and local tax returns of Tenant relating to Tenant's revenues, expenses, and profit relating to use of the Property.

ARTICLE IV - CONSTRUCTION

A. Tenant's Construction.

(i) General Provisions. Any construction upon the Property shall be constructed in a good and workmanlike manner and in accordance with all requirements of federal, state and local legal requirements, with the rules, regulations and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof; with the requirements of appropriate rating organizations; and with policies and regulations of the University and the Florida Board of Governors. All such construction shall be of fireproof construction according to applicable law and the standards and ratings of the applicable fire insurance rating organizations. All necessary federal, state and local permits, approvals, licenses and consents shall be obtained by Tenant or its Permittees and, upon request of Landlord, copies thereof shall be submitted to Landlord. Tenant covenants and agrees not to apply for or obtain any rezoning, zoning exceptions or variances, or any modifications, variances or amendments to any existing governmental approval, permit, consent or license (whether federal, state or local) regarding the Property without the Landlord's prior written consent. In addition, Tenant covenants and agrees not to deviate from the State University System construction standards without the prior written approval of the Landlord.

The Tenant covenants and agrees that, at a minimum, it will comply or will cause its licensees, franchisees, or sublessees to comply with the following codes during any construction upon the Property:

- (a) Current Standard Building Code;
- (b) Most stringent applicable wind load criteria;
- (c) National Fire Protection Association codes and regulations, including Life Safety Code;
- (d) Standard Plumbing Code;
- (e) Standard Mechanical Code;
- (f) Standard Gas Code;
- (g) National Electrical Code;
- (h) Americans with Disabilities Act of 1990;

- (I) Florida Accessibility Code for Building Construction, 1994; and,
- (j) HUD Fair Housing Act for Multi-family Construction (if applicable).

(ii) Design. As required by the construction to be accomplished, Tenant or its Permittees will hire architects, space planners, engineers, and other design personnel licensed to practice in the State of Florida and coordinate the production of drawings and specifications for the construction project. The cost of all professional engineering surveying, design, and architectural services required to prepare the site, design, and construction plans will be paid by Tenant or its Permittees, as applicable. All such personnel shall be directed to ensure that the design will meet all appropriate construction standards for a State of Florida public facility including all rules, regulations and practices of the Landlord. Designs will be furnished to Facilities Planning personnel of the Landlord during all phases of the design effort. In designing the facility, the designer shall take into account architectural designs and ambiance of the University campus, the location of the facility, and the necessity that the final design complements other buildings and facilities in the surrounding complex. Final design shall be subject to the specific approval of the President of the University and Landlord in consultation with officers of Tenant with respect to the site orientation, location, and exterior appearance, such approval not to be unreasonably withheld. Landlord shall have thirty (30) days from receipt of such plans and specifications to notify Tenant of its approval or rejection. Failure to respond within thirty (30) days shall be deemed approval.

(iii) General Contractor. All construction work will be done by a general contractor licensed by the State of Florida to do such construction. The facilities are to be designed to be compatible with the site and the functions of adjacent University land uses.

(iv) Bond. Contractors selected by the Tenant to do the construction work must furnish payment and performance bonds as required by Section 255.05, Florida Statutes. The bond will cover the faithful performance of the construction contract, the strict compliance with the plans and specifications for construction of the applicable construction project, and the payment of all obligations in the full amount of the contract. The bond may not be in an amount less than the total cost of the work contemplated to be accomplished and will accrue to the benefit of the Landlord and the Tenant to indemnify the Tenant, the Landlord, the Trustees and the State of Florida against any loss or damage in connection with the construction, including reasonable attorneys fees, through appeal if necessary. The bond and the surety must be approved by the Landlord prior to the commencement of any construction.

(v) Release. Prior to the commencement of construction, the general contractor must deliver to the Landlord, the Trustees and the State of Florida, in a form acceptable to Landlord's attorney, a waiver and release which will include the following: an acknowledgment by the general contractor that the land upon which the construction is to take place is owned by the Trustees on behalf of Landlord; a waiver of any right the general contractor may have to a claim of lien of any kind or nature upon the Property land and a similar waiver from all subcontractors who may perform services and supply materials in connection with the construction jobs; and a release of the Tenant, the Landlord, the Trustees and the State of Florida from all

claims that the general contractor might have arising out of the construction contract.

Upon completion of the applicable construction project and prior to acceptance and occupancy, the contractor or architect/engineer shall deliver a signed statement to the Tenant and University that no asbestos, lead-base paint or other hazardous materials or products have been used or installed.

(vi) Architect Responsibility. The architect or engineer who prepares the plans will be required to make, and be responsible for, all site inspections, approval of phases of construction, and payment authorizations.

(vii) Reserved.

(viii) Landscaping. Tenant shall be responsible for the landscape of the area surrounding the Property and agrees to landscape the Property in a professional manner and in accordance with the aesthetics of and with approval of the University.

B. Insurance Requirements During Site Preparation and Construction:

Tenant or its designee shall require any contractor performing work upon the Property to procure and maintain insurance coverage in types and amounts that would be required for construction of a University facility. The advice of the University's Planning and Facilities Department shall be conclusive in this regard. All policies shall be with insurance companies licensed and authorized by the Department of Insurance to do business in the State of Florida. Current Certificate(s) of Insurance shall be furnished to the Landlord prior to commencement of any construction project. The Landlord shall be named as an additional insured.

C. Easement.

Ingress and egress to the Property shall be provided to the Tenant consistent with the nature of the requirements to construct, operate and maintain the facilities to be located thereon.

D. Landlord's Interests Not Subject to Certain Liens.

Tenant shall not suffer any mechanic's lien to be filed against the Property or the improvements located thereon by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Property, or any part thereof, through or under Tenant. If any mechanic's lien or any notice of intention to file a mechanic's lien shall at any time be filed against the Property or the Improvements located thereon, Tenant shall at Tenant's cost, within thirty (30) days after knowledge or notice of the filing of any mechanic's lien, cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise.

If Tenant shall fail to remove or discharge any mechanic's lien or any notice of intention to file a

mechanic's lien within the prescribed time, then in addition to any other right or remedy of Landlord, Landlord may, at its option, procure the removal or discharge of the same by payment or bond or otherwise at the cost of Tenant.

Nothing contained in this Lease shall be construed as a consent or agreement on the part of Landlord to subject Landlord's or Trustees' estate in the Property to any lien or liability arising out of Tenant's use or occupancy of the Property. Tenant covenants and agrees to give notices or disclosures to Tenant's contractors advising that Landlord's interest in the Property is not subject to liens arising from construction of Improvements on the Property.

ARTICLE V - USE AND CARE OF PROPERTY BY TENANT

A. Tenant's Use of Property.

Tenant shall use the Property solely for the construction and operation of facilities necessary and desirable to serve the needs and purposes of the University as may be agreed to by Landlord and Tenant, and for no other or different purpose. Tenant agrees that it is subject at all times to the provisions of the State Lease.

B. Nature of Use.

Tenant shall use and occupy the Property in a careful, safe and proper manner and shall keep the Property in a clean and safe condition in accordance with this Lease and local ordinances and the lawful directions of the proper public officers. Tenant shall not do or permit any act or thing which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use or condition of the Property or any part thereof or contrary to any fire and casualty insurance requirements, or which would impair the value of the Property or any part thereof, or which constitutes a public or private nuisance.

Tenant may enter into management/maintenance agreements for the operation of the facilities constructed upon the Property, provided, however, that the terms and conditions of the agreements shall be approved by the Landlord. The contracting for these services shall in no way relieve the Tenant of its obligation to manage and maintain the Property as required under the terms of this Lease.

In addition, if deemed necessary and appropriate, by Landlord and Tenant, the Landlord may enter into such agreements with Tenant and assume the responsibility for the management/maintenance of any of the facilities in such manner as may be set forth in such agreements.

C. Rubbish and Trash.

Tenant shall not permit the accumulation of rubbish, trash, garbage, and other refuse in and around the Property, and will remove the same at Tenant's expense to such areas as may be appropriate therefor or as designated by Landlord. Tenant shall make arrangements with a removal agency for the removal of such rubbish, trash, garbage and other refuse from such designated areas. In the event Tenant fails to remove any accumulation of such rubbish trash, garbage or other refuse within twenty-four (24) hours after notice to remove the same, Landlord shall have the right to remove the same, in which event the cost thereof shall be paid by Tenant, but Landlord shall at no time be obligated to remove the same.

D. Signs.

Tenant shall not place, erect, or maintain or suffer to be placed, erected or maintained on any doors or any other exterior surface or any roof of the Property or any vestibule, or anywhere outside of the Property, any sign, lettering, decoration or advertising, except such signs as are permitted by specific Landlord approval. Tenant at its own risk and expense, to the extent permitted, may erect such signs, lettering, decorating or advertising permitted hereunder, and agrees to maintain the same in good state of repair and save the Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of same, and shall repair any damage which may have been caused by the erection, existence, maintenance of removal of the same.

E. Waste; Damage to Property.

(i) During the term of this Lease, Tenant shall permit no waste, damage or injury to the Property and Tenant shall initiate and carry out a program of regular maintenance and repair of the Property so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in an attractive condition.

(ii) Tenant shall not do, or suffer to be done, in, on or upon the Property or as affecting said Property or adjacent properties, any act which may result in damage or depreciation of value to the Property or adjacent properties, or any part thereof.

(iii) Neither Tenant nor any of its Permittees shall generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local

statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Florida Statutes, Chapter 376 and Chapter 403 and the rules promulgated thereunder, all as amended or updated from time to time. In the event of Tenant's failure to comply with this paragraph, Tenant shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Property, and (2) all off-site ground and surface waters and lands affected by Tenant's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Tenant's obligations set forth in this paragraph shall survive the termination or expiration of this Lease. This paragraph shall not be construed as a limitation upon Tenant's obligations regarding indemnification and payment of costs and fees as set forth in this Lease, nor upon any other obligations or responsibilities of Tenant as set forth herein. Nothing herein shall relieve Tenant of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by Tenant's activities or facilities. Upon discovery of a release of hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, Tenant shall report such violation to all applicable governmental agencies having jurisdiction, and to Landlord, all within the reporting period of the applicable agency.

F. Employee and Facility Occupant Parking.

Tenant's and its Permittees' employees and any users of Facilities located upon the Property shall be subject to the Landlord's traffic and parking requirements at all times unless specifically exempted.

G. Priority of Use by Landlord.

At all times throughout the term of this Lease the Facilities located upon the Property shall be used to serve the needs and purposes of the University in such manner as requested by and subject to the direction of Landlord.

H. Non-Discrimination.

Tenant shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Property or upon lands adjacent and used as an adjunct of the Property.

ARTICLE VI OPERATION OF BUSINESS

A. Use of Property.

Tenant agrees to occupy the Property as facilities necessary and desirable to serve the needs and purposes of the University. This covenant by Tenant is a material consideration to Landlord hereunder in order that the needs of Landlord shall be met.

B. Aesthetic and Operational Standards.

Tenant stipulates and acknowledges that a material condition to Landlord's entering into this Lease is the agreement by Tenant to construct and maintain any Facilities at a standard which is consistent with the landscaping and aesthetic standards generally applied by Landlord for the buildings and other facilities located on its campus at the University, as in effect on the date hereof and as may be modified from time to time (the "Aesthetic Standards"). In approving the plans and specifications for any improvements, Tenant shall apply the Aesthetic Standards to the exterior elements of all buildings and all elements of landscaping (the "Exterior Elements").

It is the intent of the parties that each Facility will be operated as a first class facility in all respects. Tenant shall not use or permit any Facility to be used for any unlawful, disreputable or immoral purpose or in any way which may adversely reflect upon the name or reputation of the University or Landlord.

C. General Covenants of Tenant.

Tenant or its Permittees will keep the inside and outside of all glass in the doors and windows of every Facility clean; will not place or maintain any merchandise, sign, or other thing in the Facilities or on the sidewalks or walkways adjacent thereto or elsewhere on the exterior of the Facilities, except such signs as are permitted in connection with University functions; will maintain the Facilities in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests and shall contract for a pest control service; will comply with all laws and ordinances and all valid rules, regulations and requirements of all county, municipal, state, federal and other governmental authorities, now enforced or which may hereafter be enforced, pertaining to construction of improvements upon the Property and use and occupancy of the Property; will comply with all University rules and regulations; and install and maintain any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters.

D. Insurance Requirements During Operation of Facility:

Tenant or its Permittee shall obtain and maintain insurance coverage covering all activities performed under and contractual obligations undertaken during the term of this Lease. in types and amounts that are generally obtained for activities of similar type and scope. The advice of the University's Planning and Facilities Department shall be conclusive in this regard. All policies shall be with insurance companies

licensed and authorized by the Department of Insurance to do business in the State of Florida. Current Certificate(s) of Insurance shall be furnished to the Landlord as evidence that the above-required insurance coverages remain in effect. All policies shall contain language requiring a minimum of thirty (30) days notice to the Landlord of any cancellation of coverage or lapse or of any reduction in the amounts of casualty policies.

All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant or its Permittees.

I. Payment of Taxes.

Tenant further covenants and agrees to pay or to cause each of its Permittees to pay promptly, when due, any municipal, county, state and federal taxes assessed against the Property or any interest therein, or upon any fixtures, furnishings, equipment, stock-in-trade and other personal property of any kind owned, installed and existing in the Property and on any use or sales generated in connection therewith. Tenant shall provide Landlord, on an annual basis, with evidence of payment of all taxes which may be due.

Tenant shall assume full responsibility for and shall pay all liabilities that accrue to the Property or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Property.

J. Operational Report.

Tenant shall prepare and submit an Operational Report to the Landlord within ninety days following the end of each Lease Year during the continuance of this Lease. Tenant shall provide Landlord with an opportunity to participate in all phases of preparing and developing the Operational Report for the Property. The Operational Report shall be submitted to the Landlord in draft form for review and comments on or prior to the thirtieth day preceding each date that an Operational Report is due. Tenant shall give Landlord reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the Property. Any financial commitments made by Tenant which are not in compliance with the terms of this Lease shall be done at Tenant's own risk. The approved Operational Report shall provide the basic guidance for all activities conducted on the Property. Tenant shall not use or alter the Property except as provided in the approved Operational Report without the prior written approval of the Landlord.

K. Best Management Practices.

Tenant shall implement applicable Best Management Practices for all activities conducted under this Lease.

ARTICLE VII - UTILITIES

A. Utility Service.

Tenant shall be solely responsible for obtaining necessary utility service, including, without limitation, the cost of all reservation charges, capacity charges, taxes and other charges incurred in providing utilities to the Property.

B. Utility Charges.

Tenant shall pay for all utility charges including electricity, water, gas and sewage used in the construction and operation of the improvements to the Property.

ARTICLE VIII – ALTERATIONS OR IMPROVEMENTS BY TENANT

Tenant shall have the right during the continuance of this Lease to make such interior alterations or improvements to the Facilities located upon the Property, including such structural alterations or improvements, as may be proper and necessary for the conduct of its business and for the full beneficial use of the Facilities, provided Tenant shall pay all costs, expenses and charges thereof, shall maintain such alterations and improvements in accordance with applicable laws and building codes and that all work be performed in a workmanlike manner. Tenant shall fully and completely indemnify Landlord against any third party claims in connection with the making of such alterations and improvements. Tenant shall not make, nor permit to be made, any alterations, additions or improvements of a structural nature to the exterior of the Facilities, without prior written approval of the Landlord. Tenant shall promptly repair any damage to University facilities caused by any alterations, additions or improvements of the Facilities by Tenant.

ARTICLE IX - ACCESS TO PROPERTY

Landlord may have free access to the Property at all reasonable times for the purpose of examining the same and for making any alterations or repairs to the Facilities that Landlord may deem necessary, provided, however, that any such action by Landlord shall cause as little inconvenience as reasonably practical. Such action shall not be deemed an eviction or disturbance to Tenant nor shall Tenant be allowed any abatement of rent or damages for any injury or inconvenience occasioned thereby.

ARTICLE X - REPAIRS BY LANDLORD

No duties shall be imposed upon Landlord to inspect the Property and Landlord shall have no duty or

obligation to make any repairs whatsoever.

ARTICLE XI – REPAIRS BY TENANT

Tenant shall be solely responsible to keep and maintain any and all Improvements located upon the Property in good condition and repair. Tenant shall be solely responsible for all liabilities, damage to person or property, costs and expenses resulting from any patent or latent defect. Tenant shall make all necessary repairs of the parking areas, service drive areas and all surrounding areas of the Facilities shall keep such areas reasonably lighted at all times during the conduct of its business and shall maintain such areas reasonably clear of litter. The provisions of this section do not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which events the obligations of Landlord and Tenant shall be controlled by Article XV or Article XXI, as applicable.

ARTICLE XII - DEFAULT BY TENANT

A. Default.

This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements to be performed by it as herein set forth. If any of the following events shall occur Tenant shall be deemed in default of this Lease.

(i) Any installment of Rent or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid after the same is due, or

(ii) Tenant shall fail to deliver to Landlord the required report of revenues derived from the Property when due, or

(iii) There shall be any default on the part of Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, or

(iv) The Tenant shall file a petition in bankruptcy or be adjudicated bankrupt or file any petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or a similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or

(v) The leasehold estate hereby created shall be taken by execution or other process of law, or

(vi) The Tenant shall attempt to mortgage the Property or assign any interest in this Lease,

other than as provided herein.

B. Notice.

In the event of default by Tenant under this Lease, Landlord shall provide Tenant and any other entity that Tenant shall have designated with written notice of such default and Tenant shall have the period of time described in Paragraph D, below, to cure said default. If Tenant fails to cure the default within the allowable period, Landlord, at its option, may terminate this Lease and reenter upon the Property and take possession thereof.

C. Remedies; Exculpatory Provision.

Notwithstanding any language contained in this Lease to the contrary, it is expressly agreed by all parties hereto that in the event Tenant defaults under the terms of this Lease, Landlord shall be entitled to any and all of the following remedies: (i) Landlord may evict Tenant and retake possession of the Property, (ii) Landlord shall be entitled to possession of all items of tangible personal property owned by Tenant located on the Property and to possession of all funds, accounts receivable and other items of intangible personal property in the possession of Tenant received from or receivable by Tenant from its operation of the Facilities located upon the Property, (iii) Landlord, at its option, may substitute itself or its designee for the Tenant in any contracts or agreements between Tenant and any of its Permittees; and (iv) Landlord may recover judgment against Tenant for its breach of the indemnification provision or any other such provision in the Lease.

D. Right to Cure.

Tenant shall have the right to cure any default under this Lease within sixty (60) days of receipt of the notice of default, or, if such default cannot reasonably be cured within such period, within such additional period of time as may reasonably be necessary to cure such default.

ARTICLE XIII - RENT DEMAND

Every demand for rent due, wherever and whenever made, shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, of final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

ARTICLE XIV - SUBROGATION

Landlord shall not be liable for any insurable damage to fixtures, merchandise or property of Tenant regardless of cause and Tenant hereby releases Landlord from the same.

ARTICLE XV - DAMAGE AND DESTRUCTION

Tenant agrees to provide such insurance coverage as required in this Lease herein, and in the event the Property or the Facilities or any portion thereof is damaged by any peril, the Property together with such of Tenant's installations that become a part of the real estate shall promptly be repaired by Tenant, from proceeds of such insurance. Tenant shall repair or replace the Property and installations in a manner and to at least a condition equal to that prior to its damage or destruction, and the proceeds of all insurance carried by Tenant pursuant to Article VI, paragraph G shall be held in trust by a mutually agreed upon bank trustee for the purpose of such repair and replacement. In the event such damage or destruction is substantial or complete, and in the event that any debt has been undertaken pursuant to the provisions hereof to finance any Facilities so destroyed, the proceeds of such insurance shall be applied as required by the indenture or indentures pursuant to which the debt is issued, and any proceeds in excess of the amount required to repair such damage or destruction or repay such debt shall be paid to the Landlord.

ARTICLE XVI - ASSIGNMENT AND SUBLETTING

A. General Prohibition.

Tenant may only pledge, hypothecate, mortgage or assign this Lease or any estate or interest therein by operation of law or otherwise, or sublet the Property or any part thereof, or grant any concession or license, or to allow anyone to occupy the Property, if the prior written consent of Landlord is first obtained. In addition, Tenant shall not permit nor grant security interests or other interests upon Tenant's trade fixtures, personal property and equipment on the Property without first obtaining Landlord's written consent thereto. The consent of Landlord to any one or more assignments, subleases, transfers or liens shall not operate to exhaust the Landlord's rights under this section, nor shall Landlord's consent operate to release Tenant from any of its obligations under this Lease.

B. Security for Loan.

Notwithstanding the foregoing, Tenant may pledge all or a portion of this Lease and Tenant's interest in the Facilities as security for loans to finance any portion of or all of the cost of constructing, renovating, furnishing or equipping the Facilities, provided that such debt has been approved by Landlord in accordance with the provisions hereof., and further provided that Landlord's written consent to the terms of such pledge or assignment for security is first obtained.

C. Successor's Assumption of Obligations.

Any successor in interest to Tenant under this Lease shall expressly assume all of the Tenant's obligations under this Lease as and to the same extent as if such assignee were the original Tenant named in

this Lease.

ARTICLE XVII - ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

ARTICLE XIII - WAIVER

No waiver of any condition or legal right shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord.

ARTICLE XIX - INDEMNIFICATION

Tenant shall indemnify and hold harmless Landlord, Trustees, the State of Florida, and their respective successors and assigns, employees and agents from any and all claims, causes of action, damages, expenses, and liability, including reasonable attorneys' fees, sustained or incurred by any persons for illness or injury, including death, or damage to any property which arises from or in any manner grows out of any act or omission of the Tenant, its Permittees, or its or their agents, officers, partners, employees, licensees, or invitees with respect to the Property, the construction of the improvements thereon, or the condition or occupancy thereof by the Tenant, its Permittees, or its or their agents, officers, partners, employees, licensees and invitees.

Tenant agrees that: (a) Tenant shall store its property in and shall occupy the Property and the Facilities thereon at its own risk, and shall release Landlord from all claims of every kind resulting in loss of life, personal or bodily injury or property damage occurring on or in connection with the Property or the Facilities thereon; (b) Neither the University nor Landlord shall be responsible or liable at any time and Tenant expressly releases them from any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or Tenant's Permittees or to Tenant's business or the business of its Permittees; (c) Tenant shall give prompt notice to Landlord in case of fire or accidents on the Property or in the Facilities or defects therein or in any fixtures or equipment; (d) In case the University, the Landlord, Trustees or State of Florida shall be made a party to any litigation commenced by or against Tenant or any of its Permittees, then Tenant shall protect and hold the Landlord, Trustees and the State of Florida harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred in connection with such litigation; and (e) Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing any of the terms of this Lease.

ARTICLE XX - SURRENDER AND HOLDING OVER

Tenant shall deliver up and surrender to Landlord possession of each parcel of the Property and the Facilities thereon upon the expiration of the term of the applicable Schedule to this Lease, or its termination in any way, in as good condition and repair as the same shall be on the commencement of said term (damage by fire and other perils excepted). Should Tenant or any party claiming under Tenant remain in possession of the Property, or any part thereof, after any termination of this Lease, no tenancy or interest in the Property or any Facility thereon shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal.

ARTICLE XXI - CONDEMNATION

In the event that the Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or similar right, or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a "taking"), and in the event that any debt has been undertaken pursuant to the provisions hereof to finance any Facilities so taken, the proceeds of such insurance shall be applied as required by the indenture or indentures pursuant to which the debt is issued, and any proceeds in excess of the amount required to restore or replace the Property so taken or to repay such debt shall be paid to the Landlord. If no debt has been undertaken pursuant to the provisions hereof to finance any Facilities so taken, the proceeds shall be paid to the University, or, at the University's election, shall be applied to restore or replace the Property so taken, with any proceeds in excess of the amount so required to be paid to the University; or such proceeds shall be paid to the Landlord.

ARTICLE XXII - EXCEPTIONS TO DEMISE

Notwithstanding anything to the contrary herein contained, this Lease is subject to all easements and utility easements and other restrictions, encumbrances and agreements affecting the Property, both recorded and unrecorded.

This Lease does not cover petroleum or petroleum products or minerals and does not give the right to Tenant to drill for or develop the same.

This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the water or the air space thereabove.

ARTICLE XXIII - LEASE INURES TO BENEFIT OF ASSIGNEES

This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and permitted assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assignee any right, title or interest whatever.

ARTICLE XXIV - QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Property without any manner of let or hindrance from Landlord or any person or persons lawfully claiming the Property.

ARTICLE XXV - NO PARTNERSHIP

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

ARTICLE XXVI - NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail, return receipt requested, addressed to the Landlord at the address specified below, and to the Tenant at the address specified below, or at such other address as may be specified from time to time in writing sent to the other party, with acknowledgment of receipt thereof.

If to Landlord:

University of West Florida
Dr. ~~Martha Saunders~~~~Judith A. Bense~~, President
11000 University Parkway
Pensacola, Florida 32514-5750

If to Tenant:

UWF Business Enterprises, Inc.-
~~Mr. Matthew A. Altier~~~~Dr. Ed Ranelli~~
11000 University Parkway
Pensacola, Florida 32514-5750

and if to Tenant's lender or trustee, to the address supplied by the Tenant pursuant to the provisions hereof.

ARTICLE XXVII - INTERPRETATION

Wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be considered as meaning the parties respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including any persons and corporations designated respectively as Landlord or Tenant in the heading of this Lease wherever the context requires.

ARTICLE XXVIII - PARAGRAPH HEADINGS

The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE XXIX - ENTIRE AGREEMENT

This Lease and the Exhibits attached hereto, and any Rider attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Property except as herein expressly set forth.

ARTICLE XXX - NO OPTION

The submission of this Lease for examination does not constitute a reservation of or option for the Property, and shall vest no right in any party. This Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant, and becomes effective as to any particular parcel of property, only upon execution and delivery of the Schedule adding such parcel to this Lease.

ARTICLE XXXI - NO MERGER OF TITLE

There shall be no merger of this Lease or of the leasehold estate created by this Lease by reason of the

fact that the same person, firm or corporation or other entity may acquire or own or hold directly or indirectly (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (b) the fee estate in the Property or any part thereof or any interest in such fee estate and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee, having any interest in (i) this Lease or the leasehold estate created by this Lease, and (ii) the fee estate in the Property or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE XXXII - SEVERABILITY OF PROVISIONS

In the event any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Lease shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsections, paragraphs, subparagraphs, sentences, clauses or phrases of this Lease, which shall be and remain in full force and effect, as if the section, subsection, paragraph, subparagraph, sentence, clause or phrase so declared or adjudged invalid or unconstitutional was not originally a part thereof. The parties hereby declare that it would have been their intention to have agreed upon the remaining parts of this Lease if it had known that such part or parts thereof would be declared or adjudged invalid or unconstitutional.

ARTICLE XXXIII - USE OF NAME

Tenant shall not, during the term of this Lease, use the name of the University without the express written consent of the University. Nothing in this Lease shall be construed to grant Tenant the right to use the symbols, logos, trademarks or other representations of the University or its athletic teams without the express written consent of the University.

ARTICLE XXXIV - WAIVER OF JURY TRIAL

NEITHER LANDLORD NOR TENANT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS LEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

ARTICLE XXXV - NOT CONSENT TO SUE

The provisions, terms or conditions of this Lease shall not be construed as a consent of the State of Florida to be sued and no such consent is granted except as provided by Florida Statutes or Florida case law.

ARTICLE XXXVI - PUBLIC RECORDS LAW

Landlord shall have the right to cancel the Lease at any time for failure of Tenant 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 by Tenant in conjunction with this Lease.

ARTICLE XXXVII - ARCHAEOLOGICAL AND HISTORIC SITES

Execution of this Lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

ARTICLE XXXVIII - APPROVALS

The President of the University or her designee is hereby authorized, in her discretion, to grant approvals required by the provisions hereof to be obtained by the Tenant from the University, provided that additional Schedules may be appended to this Sublease only upon approval of the Board of Trustees of Landlord.

ARTICLE XXXIX - GOVERNING LAW

This Lease shall be governed by Florida law. Venue for any litigation arising hereunder shall lie in the appropriate state court in Escambia County, Florida.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

**UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES**

"Landlord"

WITNESSES:

Signature

Printed/Typed Name

By: _____

Name: _____

Title: _____

Signature

Printed/Typed Name

ATTEST:

[OFFICIAL SEAL]

By: _____

Name: _____

Title: _____

WITNESSES:

UWF BUSINESS ENTERPRISES, INC.
"Tenant"

Signature

Printed/Typed Name

Signature

Printed/Typed Name

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This Instrument was acknowledged before me this day of _____, by _____, **as** _____, Chair of the Board of Trustees of the University of West Florida, who is (_____) personally known to me or who (_____) has produced _____ as identification.

NOTARY PUBLIC

Printed/Typed Name
My Commission Expires:_____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This Instrument was acknowledged before me this ____ day of _____, by _____t, _____ of UWF Business Enterprises, Inc., a Florida not-for-profit Corporation, on behalf of the corporation, who is (XX) personally known to me or who (_____) has produced _____ as identification.

NOTARY PUBLIC

Printed/Typed Name
My Commission Expires: _____

SCHEDULE 1

SCHEDULE I TO MASTER SUBLEASE AGREEMENT

ARGONAUT VILLAGE (EAST CAMPUS) PROPERTY

Lease Commencement Date: Upon delivery of the fully executed schedule, as indicated below.

Lease Termination Date: The shorter of the date that marks the life expectancy of the permanent facilities constructed on the Parcel or a date that is thirty (30) years from Lease Commencement Date.

Property:

The leased property shall include those parcels of real property indicated on the attached map as “Restaurant,” “Coffeeshop,” “Retail,” and “Restaurant 2,” being a total of approximately 13,300 sq. ft., together with the areas designated for concrete sidewalk and related infrastructure for utilities, provided that the parcel sizes and uses within the total of 13,300 sq. ft. may be adjusted in Tenants discretion to serve the campus community. Tenant is also granted rights of access and egress as agreed upon by Tenant and Landlord from time to time. This Schedule 1 is appended to the Master Sublease Agreement between The Board of Trustees of the University of West Florida and UWF Business Enterprises, Inc. as of the date of delivery set forth below:

University of West Florida Board of Trustees

By: _____

Name:

Its:

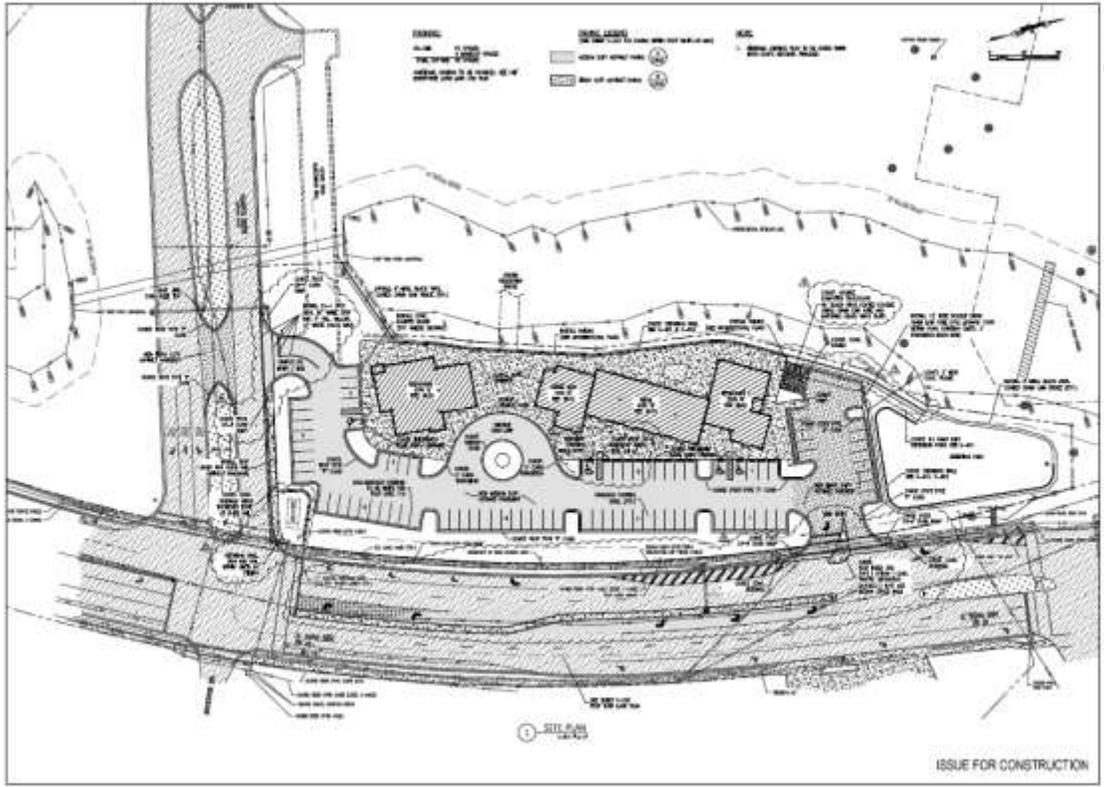
UWF Business Enterprises, Inc.

By: _____

Name:

Its:

Date of delivery:





AGENDA

UWF Business Enterprises, Inc. (BEI) Board of Directors Virtual Meeting

September 27, 2021

1:00 p.m. CST

Virtual Meeting

University of West Florida

*The public may join this virtual Board of Directors meeting at zoom.us/join.
The meeting ID is 886 6776 6002, Passcode 058948.*

Welcome/Call to Order/Agenda	C. Ray Jones, Chair
Roll Call/Quorum/Approval of Minutes April 26, 2021 Board Meeting	Susan O'Connor, Vice Chair
University Update	President Martha Saunders
Treasurer Report	Chula King
CEO Report	Ed Ranelli
Public Comments	Chair Jones
Action Items	
1) Draft Audited Financial Statements for June 30, 2021	James Moore & Co.
2) Revised Master Sublease Agreement	Ed Ranelli
Information Items	
1) Board Members Term Expirations and Reappointments	Ed Ranelli
2) Budget to Actual Comparison	Carole Reed
Other Business	Chair Jones
Adjournment	



UWF Business Enterprises, Inc. Board of Directors Meeting

University of West Florida

Virtual Meeting

September 27, 2021

DRAFT MINUTES

Present

Chair C. Ray Jones, Treasurer Chula King, Member Jerry Maygarden, Member Robert Sires, SGA President Ruben Gardner and UWF President Martha Saunders. Also attending were Vice President Betsy Bowers, General Counsel Susan Woolf, Chief Executive Officer Ed Ranelli, and Accountant Carole Reed

Guests: Carolyn Eaton, James Adams, Cynthia Talbot, Jeffery Djerlek, Kevin Warren, Wayne Durrett, and Drew Steinmeyer

Absent

Member Judge Lacey Collier, Vice Chair Susan O'Connor

Welcome/Opening Remarks

Chair Jones called the meeting to order at 1:00 p.m. He welcomed all attendees to the quarterly BEI Board of Directors meeting and thanked them for their attendance. He then asked Carole Reed to call the roll and she confirmed that a quorum was present.

Approval of Minutes

April 26, 2021 BEI Board Meeting.

Chair Jones asked if there were any additions or corrections to the minutes. None were noted.

Motion to approve: Jerry Maygarden

Second: Chula King

Motion passed.

University Update

President Saunders provided the University update highlights. Dr. Saunders will be presenting the annual State of the University Address on Thursday, September 30. She was happy to report a smooth start of the academic year. The fall semester showed a record enrollment of 13,246 to date, and the University has a stabilized budget. Dr. Saunders noted many of the recent recognitions that the University has received including the several 2022 ranking recognitions by U.S. News & World Report.

Treasurer Report

Treasurer King provided the Treasurer's report.

- Follett reported bookstore commissionable sales of \$2.887 million yielding a 10.25% commission of \$298,435 for fiscal year ending June 30, 2021. This represents a sales decrease of \$347,969 compared to prior year sales which were \$3.235 million. Bookstore commissions were \$33,160 less than prior year commissions of \$331,595. In fiscal year ending June 30, 2021, BEI provided \$295,928 to UWF for direct auxiliary management support for oversight of the Bookstore Services Assigned Function.
- Aramark reported commissionable sales of \$3.251 million and paid a 6% commission of \$184,799 for fiscal year ending June 30, 2021. Commissionable sales were less than prior year by \$1.082 million and dining commissions were \$76,667 less than prior year commissions of \$268,446. The reduction is due to reduced dining services as

the campus transitioned to remote instruction. All the fiscal year 2021 commissions of \$184,799 were provided to UWF for reserves and direct auxiliary management support for oversight of the Dining Services Assigned Function. As a reminder, the campus closed in March 2020 for remote work and study in response to the Global Pandemic. A contract MOU and an amendment were signed with the dining services vendor on July 14, 2020 and November 17, 2020 which provided for discontinuing and limiting dining services and sharing costs due to the disruption of regular operations on campus.

- BEI received \$260,208 for rent and CAM (common area maintenance) fees from tenant leases at Argonaut Village. Rent revenues in the same time prior year were \$278,476. The decrease is mostly due vacancy for suite 600 for the entire year and offset by a lease for this space that earned BEI \$15,000, but was terminated by the tenant prior to occupancy due to its other business difficulties related to the Pandemic.
- Under the lease for Building 8, rent revenue received was \$29,508. Prior year revenue was \$28,930. The increase in rent revenue is due to the annual lease rate per square foot increase of 2%.
- BEI reported net income of \$226,954 for fiscal year 2021 compared to prior year income of \$776,107. The reduction is due to reduced bookstore and dining commissions described above, but largely due to the cumulative effect of the November amendment to the dining contract which extended the amortization of capital improvements an additional 5 years. This reduced deferred revenue by \$503,914 in the current year.
- Adjusting net income for depreciation, capital improvements, deferred vendor revenues and other items, the cash inflow was approximately \$136,806 for the year ending June 30, 2021 compared to \$116,817, after the donation of \$1.050 million capital improvement to UWF in the prior year. At the end of fiscal year June 30, 2021, BEI's ending cash balance was \$828,362 compared to prior year ending cash of \$691,557.

Treasurer King noted that she has reviewed the year to date cash activity of BEI as of June 30, 2021.

CEO's Report

Dr. Ranelli provided financial highlights of the 2021 fiscal year. He noted that despite a challenging year due to COVID and movement to remote instruction, BEI finished the fiscal year better than anticipated. BEI reported net income of \$226,954 compared to the prior year of \$776,107. The reduction is due to reduced bookstore and dining commissions, but is largely due to the cumulative effect of the extension of the amortization of capital improvements which reduced deferred revenue by \$503,914, a non-cash item. Adjusting net income for the \$503,914 reduction in deferred revenue yields a net income of \$730,868 or a negative variance to prior year of only \$45,243. Adjusting net income for depreciation, capital improvements, deferred vendor revenues and other items, BEI had a positive cash flow of \$136,806 for the fiscal year compared to \$161,817 in the prior year. Dr. Ranelli shared that the tax form 990 has been completed by James Moore and Company and is in review and should be ready to submit on time by November 16, 2021. CEO Ranelli then shared information about lease space available at Argo Village and ongoing lease negotiations.

Auxiliary Director Report

Mr. Adams shared highlights from the Bookstore and Dining Services activities for the beginning of the fall semester. Bookstore sales were strong with retail sales driving the increase. Sales at the on-campus football game topped \$10,000 which was about \$3,500 higher than average at Wahoo Stadium. The upward sales trend is expected to continue throughout this year. Follet is also running another pilot of the Access program for the spring semester and increasing the number of sections in the program. Meal plan sales have been good with 1,041 meal plans sold to date and additional sales anticipated during the semester. The goal is to match the 2019 sales of 1,100 plans sold. Aramark like other businesses across the country is struggling to hire employees to run their operations. The semester began with two retail outlets closed and another with modified hours due to the staffing shortage. However, as of last week this has been rectified and all retail outlets are back to normal operations which should help to increase sales.

Public Comments

None

Action Items

1. Draft Audited Financial Statements for June 30, 2021 – Mr. Wayne Durrett representing James Moore and Company, independent certified public accountants, presented the audited financial report for the year ending June

30, 2021. Mr. Durrett highlighted and commented on the components of the audited financial report. He noted that the audit opinion stated in the report indicates that the financial statements present fairly, in all material respects, the financial position of UWF Business Enterprises, Inc. as of June 30, 2021. The presentation ended with an opportunity for the Board to ask questions and discuss the information.

The BEI draft audited financial statements for June 30, 2021 were presented for Board approval.

Motion to approve: Ruben Gardner

Second: Treasurer Chula King

Motion passed unanimously.

2. Revised Master Sublease Agreement - CEO Ranelli informed the Board that in response to the 2020 UWF audit finding, BEI agreements were reviewed to ensure BEI is current with changing legislation and to ensure accountability and transparency. The Master Sublease Agreement was reviewed and revised by BEI management, a workgroup and General Counsel. Dr. Ranelli itemized the revisions for the Board in the red-line copy available in the BOD documents.

These revisions were presented to the UWF-BEI Board of Directors for approval so that they may be submitted to the UWF BOT for approval.

Motion to approve: Member Jerry Maygarden

Second: Chula King

Motion passed unanimously.

Informational Items

1. Board Members term expirations and reappointments – CEO Ranelli informed the Board that UWF-BEI Bylaws section 3.4 provides direction for UWF-BEI Board of Directors terms and appointments. Three directors have initial terms that are due to expire soon. These members are eligible for reappointment for a second term. After consulting with the members to ensure their interest to continue serving, these members were reappointed.

Chair Jones thanked the reappointed members for their contributions and their willingness to serve.

2. BEI Budget to Actual – Carole Reed presented the Budget to Actual comparison charts showing the variance between the actual performance versus the budgeted performance of BEI operations for the fiscal year ending June 30, 2021. Variances between budgeted and actual data were noted and explained.

Other Business

There was a discussion on BEI's purpose to advance the University as stated in the Bylaws and current opportunities for members to support the University.

Adjournment

There being no further business, Chair Jones adjourned the meeting at 1:48 p.m.

Respectfully submitted,
Carole Reed, Accountant

Special UWF Board of Trustees Meeting

February 17, 2022

Issue: 2022-2023 Board of Trustees TENTATIVE Meeting Dates**Proposed action:** Review and Advise the UWF BOT Staff of Any Conflicts

Background information: The UWF Board of Trustees (BOT) is scheduled to meet four (4) times annually during FY2022/2023. BOT committee meetings are scheduled prior to full Board meetings. The Board of Governors and UWF Direct Support Organizations meeting dates were considered when choosing the dates below. BOT conference calls, special meetings and emergency meetings will be scheduled as needed.

Recommendation: Trustees are asked to check the proposed dates against their calendars and advise BOT support staff of any conflicts. Trustees will be asked to approve the final 2022-2023 BOT meeting dates at the March 17, 2022 BOT meeting.

Note: Meeting locations are indicated below, however, at any time the Board Chair decides a virtual meeting format or a different location would best serve all involved, those changes will be announced and publicly noticed on the UWF BOT Website @ uwf.edu/trustees at least (7) days prior to a scheduled meeting.

August 18, 2022	UWF Board of Trustees Committee Meetings @ UWF Conference Center
September 13-14, 2022	UWF Hosts the Florida Board of Governors Meeting
September 15, 2022	UWF Board of Trustees Meeting @ UWF Conference Center
<i>October 12, 2022</i>	<i>Florida BOG Committee Workshops @ FIU, Miami</i>
November 9-10, 2022	Florida BOG Trustee Summit & Meeting @ USF, Tampa
November 17, 2022	UWF Board of Trustees Committee Meetings @ UWF Conference Center
December 15, 2022	UWF Board of Trustees Meeting @ UWF Conference Center
<i>January 24-25, 2023</i>	<i>Florida BOG Meeting @ FGCU, Ft. Myers</i>
February 16, 2023	UWF Board of Trustees Committee Meetings @ UWF Conference Center
<i>February 22, 2023</i>	<i>Florida BOG Meeting Conference Call</i>
March 16, 2023	UWF Board of Trustees Meeting @ UWF Emerald Coast Campus
<i>March 28-30, 2023</i>	<i>Florida BOG Meeting @ Florida A&M, Tallahassee</i>
<i>May 10, 2023</i>	<i>Florida BOG Meeting Conference Call</i>
May 18, 2023	UWF Board of Trustees Committee Meetings @ UWF Conference Center
June 15, 2023	UWF Board of Trustees Meeting @ UWF Conference Center
<i>June 20, 2023</i>	<i>Florida BOG Meeting, USF, Tampa</i>

Prepared by: Becky Luntsford, BOT Assistant Corporate Secretary, 850-516-1522, rluntsford@uwf.edu

Presenter: Suzanne Lewis, Chair, UWF Board of Trustees