

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HARBOR BRANCH OCEANOGRAPHIC INSTITUTION, INC.	12/28/2007
RECEIVING PARTY DATA	
Name:	FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
Street Address:	777 GLADES ROAD
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33431
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11494229
CORRESPONDENCE DATA	
Fax Number:	(352)372-5800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	352-375-8100
Email:	drs@slspatents.com
Correspondent Name:	David R. Saliwanchik
Address Line 1:	P.O. Box 142950
Address Line 4:	Gainesville, FLORIDA 32614-2950
ATTORNEY DOCKET NUMBER:	HB.40XCD1
NAME OF SUBMITTER:	DAVID R. SALIWANCHIK
Total Attachments: 47 source=HBOI FAU Xfer of assets#page1.tif source=HBOI FAU Xfer of assets#page2.tif source=HBOI FAU Xfer of assets#page3.tif source=HBOI FAU Xfer of assets#page4.tif source=HBOI FAU Xfer of assets#page5.tif	

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of this 12th day of December, 2007 ("Effective Date"), by and between **Harbor Branch Oceanographic Institution, Inc.**, a non-profit corporation organized and existing under the laws of the State of Florida, with a principal place of business at 5600 U.S. 1 North, Ft. Pierce, FL 34946 ("Harbor Branch" or "HBOI"), and the **Florida Atlantic University Board of Trustees**, a public body corporate of the State of Florida, with a principal place of business at 777 Glades Road, Boca Raton, Florida 33431 ("FAU" or "University").

WHEREAS, Harbor Branch is a non-profit oceanographic institution dedicated to understanding and conserving the world's oceans through exploration, research and education for the benefit of mankind; and

WHEREAS, FAU is a public university committed to providing access to challenging opportunities in higher education for students in Southeast Florida and beyond and supporting research and service that enhances economic, human, and cultural development; and

WHEREAS, FAU and the State of Florida have determined that Harbor Branch would make a valuable addition to FAU's research and educational endeavors; and

WHEREAS, Harbor Branch desires to transfer to FAU and FAU desires to accept from Harbor Branch certain Harbor Branch assets and operations located at 5600 U.S. 1 North, Ft. Pierce, Florida (the "Harbor Branch Facility"), pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assets Transferred.** On or before December 31, 2007 (the "Closing Date"), Harbor Branch agrees to transfer, assign, convey and deliver to FAU and FAU agrees to accept and assume all of HBOI's right, title and interest in the following Harbor Branch assets (collectively the "Harbor Branch Assets"):

A. **Real Property:** By Special Warranty Deed, approximately 138 acres of real property located at 5600 U.S. 1 North, Ft. Pierce, Florida, as more particularly described on Exhibit 1A1 (the "Real Property"), and all buildings, appurtenances or fixtures located on the Real Property on the Effective Date, subject to the restrictive covenants in substantially the form set forth on Exhibit 1A2. In addition to the restrictive covenants set forth on Exhibit 1A2, and for a period of six (6) years after the Closing Date, any transfer of ownership by FAU of any of the Real Property shall be subject to the consent and approval of the HBOI Foundation (as described in paragraph 4 below), which consent and approval shall not be unreasonably withheld, conditioned or delayed.

B. **Personal Property:** By Bill of Sale, all equipment, machines, appliances, furniture, artwork, computers, supplies, storage tanks and all other personal property belonging to Harbor Branch and located on or at the Real Property on the Effective Date, including without limitation all Harbor Branch vehicles, ships and submersibles.

C. Contracts:

(i) Operations: By assignment, the contracts, permits, licenses, leases and other operating or cooperative agreements associated with FAU's operations of the Harbor Branch Assets and assignable to FAU.

(ii) Research: By assignment, the research and research-related contracts associated with FAU's operations of the Harbor Branch Assets and assignable to FAU.

(iii) Limitations: The assignment of the contracts set forth in subsections (i) and (ii) above to FAU, as a public body corporate of the State of Florida, shall be governed by the laws of the State of Florida, specifically including without limitation Chapter 119 (public records), Section 768.28 (limited waiver of sovereign immunity), and the jurisdiction of the courts of the State of Florida.

D. Intellectual Property: By assignment, all Harbor Branch trademarks, patents, copyrights and other intellectual property rights associated with the Harbor Branch assets listed above. Harbor Branch reserves the right to use the name "Harbor Branch" and any other logos, tradenames or trademarks currently owned by Harbor Branch in connection with its continuing operation as a direct support organization of FAU and as a publicly supported charity.

2. Restructured Organization. Except to the extent permitted by the provisions set forth in Exhibit 1A2, on the Closing Date, the Harbor Branch Assets will become a part of FAU and thereafter remain intact as an FAU research institute, reporting to the University Provost's Office and other organizational offices throughout FAU. FAU's operations of the research institute shall be referred to as the Harbor Branch Oceanographic Institute at FAU ("FAUHBOI"). After the Closing Date, and subject to the provisions of Section 3A below, the reporting and operational structure of FAUHBOI may be reorganized and restructured at the discretion of FAU. Notwithstanding the foregoing, FAU retains the right to use the Harbor Branch Assets for any purpose consistent with the provisions set forth in Exhibit 1A2.

3. Employees.

A. Offers of Employment. Commencing as of the Closing Date, FAU agrees to make offers of employment to all Harbor Branch employees employed by Harbor Branch on the Closing Date (the "Harbor Branch Employees"), at the same salary they are earning as of the Effective Date. All offers, conditions and benefits of employment at FAU shall be subject to FAU's standard employment terms and conditions. Notwithstanding the foregoing, FAU agrees that: (i) the term of employment for any Harbor Branch Employees accepting an employment offer with FAU and fully funded with state dollars may not be terminated by FAU without cause earlier than June 30, 2008, (ii) FAU's standard six-month probationary period will be waived for the incoming Harbor Branch Employees, and (iii) unless otherwise agreed upon, the job-site for all Harbor Branch Employees shall be located at the Harbor Branch Facility until June 30, 2008. The term of employment for any Harbor Branch employees funded, in whole or in part, with grant dollars may be terminated by FAU at any time pursuant to FAU's standard employment terms and conditions.

B. Employee Liabilities. Harbor Branch shall retain all obligations and liabilities associated with the employment of the Harbor Branch employees prior to the Closing Date and associated with any termination of such employees from Harbor Branch, including without limitation all workers' compensation and unemployment compensation matters

arising before the Closing Date. Harbor Branch shall in all cases compensate those Harbor Branch employees accepting offers of employment with FAU for earned but unused vacation and sick leave time in accordance with Harbor Branch policies. FAU shall not be considered a successor employer to Harbor Branch and Harbor Branch shall provide written notice of such to all Harbor Branch employees prior to the Closing Date.

C. Tenure Considerations. The Harbor Branch Employees accepting employment at FAU shall not be eligible for tenure at FAU unless they apply for and are transferred into an established FAU tenure-eligible position, pursuant to FAU's standard terms and conditions.

D. Bargaining Unit Considerations. Harbor Branch represents that there are no collective bargaining agreements applicable to the Harbor Branch employees. The Harbor Branch employees accepting offers of employment with FAU will form a new class of FAU employees and will be designated appropriately by FAU.

4. HBOI Foundation. On or before the Closing Date, HBOI will amend its Articles of Incorporations and By-Laws to change its name to Harbor Branch Oceanographic Institution Foundation, Inc., and as necessary to remain a publicly supported charity and to become a separate, stand-alone direct-support organization of FAU, certified by FAU as organized and operating exclusively to receive, hold, invest and administer property and to make expenditures to or for the benefit of FAU or FAUHBOI (the "HBOI Foundation"). The articles and by-laws of the HBOI Foundation shall be subject to the reasonable approval of FAU. The HBOI Foundation will not become a subsidiary of Florida Atlantic University Foundation, Inc. and shall continue to support FAU or FAUHBOI as long as FAUHBOI continues as a part of FAU. The HBOI Foundation's board of directors will have two (2) appointees from FAU. The current Harbor Branch endowment will remain with the HBOI Foundation. The HBOI Foundation shall retain liabilities or obligations of Harbor Branch pursuant to this MOU, specifically including without limitation the indemnification obligations of Harbor Branch set forth in Section 7 below. HBOI Foundation distributions shall be made in the sole discretion of the HBOI Foundation Board of Directors to defray the expenses of its operations, to restore restricted corpus and retire debt, and to or for the benefit of FAUHBOI or FAU. Distributions made to or for the benefit of FAUHBOI or FAU may include, without limitation: (i) providing funds for research activities conducted by the faculty and staff of FAUHBOI or FAU; (ii) providing, maintaining and improving the libraries, programs and activities of FAUHBOI or FAU; (iii) providing funds to acquire or purchase real or personal property or services and construction for the benefit of FAUHBOI or FAU; (iv) providing students of FAUHBOI or FAU with funds to pursue their education; and (v) providing funds and resources to carry on any proper activities of FAUHBOI or FAU in furtherance of its mission and purposes. FAU agrees to provide the HBOI Foundation with mutually agreeable temporary space in the real property facilities until such time as the HBOI Foundation obtains a permanent home.

5. Retained Assets and Liabilities. The Harbor Branch Assets transferred to FAU shall not include the following Harbor Branch retained assets and liabilities (collectively the "Harbor Branch Retained Assets"):

A. Harbor Branch Loans and Debt: FAU shall not assume any loans, debts or other financial obligations of Harbor Branch. Any obligations with respect thereto shall be retained by the HBOI Foundation.

B. Real Property: Any real property owned by Harbor Branch and not conveyed to FAU as set forth on Exhibit 1A1 shall be retained and owned by HBOI Foundation (the "Harbor Branch Retained Real Property"). The title documents of the Harbor Branch Retained Real Property shall be subject to restrictive covenants in substantially the form set forth on Exhibit 5B. HBOI Foundation shall retain the proceeds of any approved future sales or leases of the

Harbor Branch Retained Real Property to use as described in paragraph 4 above.

C. Other Contractual Obligations. Any contractual obligations of Harbor Branch associated with the HBOI Foundation, the Harbor Branch Retained Assets or not specifically assigned to and assumed by FAU as set forth in paragraph 1C above.

D. Transfer Development Rights. In the event that the proposed Amendment to the Comprehensive Land Use Plan of St. Lucie County, Florida, establishing a Towns, Villages, and Countryside Element, is approved and adopted substantially in its currently proposed form, and then implemented by ordinances substantially in their currently proposed form, Harbor Branch shall have and retain the right to transfer development rights on the Real Property pursuant to the Transfer of Development Rights Program established in the ordinances and receive payment therefore, on the condition that the Residual Uses, as defined in the Ordinance and permitted on the Real Property being conveyed to FAU, include those Residual Uses currently set forth in the definition of the term Higher Education, Agricultural Research and Education facilities, as contained in the Ordinance. FAU shall cooperate with Harbor Branch in granting conservation easements or deed restrictions, as required by the Ordinance, to accomplish the foregoing.

6. Access, Easements and Riparian Rights. On the Closing Date and as reasonably necessary thereafter, FAU and Harbor Branch shall grant mutually agreeable access, easement and riparian rights over, on or under the Real Property and the Harbor Branch Retained Real Property to provide for reasonable ingress and egress to and from their respective properties as well as reasonable harbor and utility access and use rights.

7. Indemnification. Harbor Branch agrees to defend, indemnify and hold free and harmless, FAU, the Florida Board of Governors, the State of Florida, and their respective trustees, officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, including attorneys fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or result or be alleged to have resulted, from the operations or activities of every kind and nature of Harbor Branch or its officers, employees, agents or contractors, or pertain or be alleged to pertain in any manner to the Harbor Branch Assets or the Harbor Branch Employees at any time prior to the Closing Date, whether known or unknown, including without limitation (i) any hazardous substances or environmental conditions existing on, at, under, or within the Harbor Branch Assets, or any portion thereof, at any time prior to the Closing Date, whether known or unknown; (ii) any releases or discharges of hazardous substances on, at, under, within, or from the Harbor Branch Assets, or any portion thereof, at any time prior to the Closing Date, whether known or unknown; (iii) any activity in connection with the handling, treatment, removal, storage, decontamination, cleanup or disposal of hazardous substances on, at, under, within, or from the Harbor Branch Assets, or any portion thereof, at any time prior to the Closing Date, whether known or unknown; and (iv) the lack of compliance with or violation of any environmental laws at any time prior to the Closing Date, whether known or unknown. Harbor Branch's indemnification obligations set forth herein shall include, without limitation, any cleanup, remediation or restoration required in connection with any of the conditions set forth in clauses (i), (ii), (iii), and (iv) of the preceding sentence. Harbor Branch's indemnification obligations set forth herein shall apply with equal force and effect to the Harbor Branch Retained Assets with respect to claims arising or alleged to have arisen prior to, on or after the Closing Date. Notwithstanding the foregoing, the indemnification obligations of Harbor Branch set forth herein shall have no further force or effect for any pre-existing environmental conditions or liabilities first discovered or revealed more than six (6) years after the Closing Date.

8. Pre-Closing Covenants and Obligations.

A. Harbor Branch Operations. Prior to the Closing Date, except to the extent that FAU shall have given Harbor Branch consent for them to do otherwise, Harbor Branch shall:

(i) continue to operate Harbor Branch in substantially the same manner in which it is being conducted on the Effective Date and in conformity with the parties' Personnel Services Agreement dated June 29, 2007;

(ii) not sell, lease, pledge or otherwise transfer, contract or encumber any right, title or interest in the Harbor Branch Assets;

(iii) take all actions reasonably necessary in the ordinary course of business to maintain any currently existing licenses or permits; and

(iv) obtain any and all required consents for the transfer and/or assignment of the Harbor Branch Assets to FAU.

B. Disclosure of Information. Within ten (10) days of the Effective Date, or, if such information is not then available, as soon as reasonably practical, Harbor Branch shall make available for FAU review:

(i) all Harbor Branch financial and operating information pertaining to the Harbor Branch Assets for the twelve (12) months immediately preceding the Effective Date;

(ii) all documentation in the possession of Harbor Branch pertaining to the Real Property, specifically including without limitation, all surveys, environmental reports, deeds, leases, title insurance policies, zoning restrictions, leases, easements and other encumbrances; and

(iii) any other documentation in the possession of Harbor Branch and reasonably related to the Harbor Branch Assets.

C. Access, Inspections, Surveys & Title Work. Prior to the Closing Date, Harbor Branch shall allow FAU reasonable access to the Harbor Branch Assets to facilitate FAU inspection of the Harbor Branch Assets, including without limitation Phase I and Phase II environmental site investigations. Harbor Branch agrees to retain responsibility and any costs associated therewith with respect to the completion of the final real property survey, which survey shall reflect (i) the legal descriptions and boundaries of the Real Property and the Harbor Branch Retained Real Property; (ii) all current easements and other title exceptions affecting the Real Property; and (iii) all new easements between the parties affecting the Real Property and the Harbor Branch Retained Property, as more specifically set forth on Exhibit 6. Harbor Branch shall conduct a title search and obtain a final title policy on the Real Property for the benefit of FAU, the cost of which shall be shared equally between Harbor Branch and FAU.

9. Representations and Warranties.

A. Title: Except as specifically disclosed on Exhibit 9, Harbor Branch represents and warrants that the Harbor Branch Assets will be owned by Harbor Branch on the Closing Date and transferred to FAU free and clear of all encumbrances, tenants, liens (including tax liens) and security interests. Harbor Branch further represents and warrants that it is the fee simple owner of the Real Property and agrees to convey good, marketable and insurance title to FAU by special warranty deed. The Real Property shall be conveyed by Special

Warranty Deed and the personal property shall be conveyed by Bill of Sale.

B. Obligations: Except as specifically disclosed on Exhibit 9, Harbor Branch represents and warrants that there are no unresolved defaults, breaches, claims, notices of violations, proceedings, litigation or other adverse claims or interests concerning the Harbor Branch Assets.

C. Compliance with Law: Except as specifically disclosed on Exhibit 9, Harbor Branch represents and warrants that, to the best of its knowledge and belief after reasonable investigation, the Harbor Branch Assets and the operations associated therewith are in compliance with all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, specifically including without limitation those concerning environmental, health and safety and the handling, management, storage or disposal of hazardous materials, petroleum products or aboveground and underground storage tanks.

D. Hazardous Materials: Except as specifically disclosed on Exhibit 9, Harbor Branch represents and warrants that, to the best of its knowledge and belief after reasonable investigation, there are no hazardous materials or petroleum products present in, on or under the Real Property and there have been no releases or environmental incidents on the Real Property in reportable quantities.

E. Corporate Status and Authority: HBOI is a corporation in good standing under the laws of the State of Florida and the execution, delivery and performance of this Agreement and the transactions contemplated herein have been duly authorized by all necessary action on the part of HBOI.

10. Closing: On or before the Closing Date, Harbor Branch shall:

A. deliver to FAU all documents reasonably necessary to transfer the Harbor Branch Assets to FAU subject to the terms set forth in this MOU, specifically including without limitation a special warranty deed for the Real Property, a bill of sale or other transferring document for the personal property and intellectual property, an assignment agreement for the contracts referenced in paragraphs 1C(i) and 1C(ii), the restrictive covenants set forth in Exhibits 1A2 and 5B, the access, easements and riparian rights agreements referenced in paragraph 6, termination agreements for the Land Lease and Joint Facility Use Agreement (both effective September 9, 2005) between FAU and HBOI, and any other documents as the title company or FAU shall reasonably require;

B. deliver to FAU possession and control of the Harbor Branch Assets; and

C. accomplish all of the pre-closing requirements set forth in this MOU, including without limitation the restructuring of HBOI as more specifically set forth in Section 4 above.

11. General Conditions:

A. FAU and Harbor Branch shall cooperate and use commercially reasonable efforts to effectuate the transactions contemplated by this MOU.

B. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU.

C. The performance of the University of any of its obligations under this MOU shall be subject to and contingent upon the availability of funds appropriated by the state legislature or the prime funding agency, or otherwise lawfully expendable for the purpose of this MOU for the current and future periods. The University shall give notice to Harbor Branch of the non-availability of such funds when University has knowledge. Notwithstanding the foregoing, the parties acknowledge that: (i) as of the Effective Date, Governor Crist has previously approved a legislative appropriation to FAU of \$8.16 million in recurring funding for the operation of the Harbor Branch Assets by FAU and a one-time appropriation to FAU of \$44.6 million in funds for site work, renovations, environmental, health and safety, information technology and new construction for the Harbor Branch Assets, expendable as of July 1, 2007; (ii) both parties acknowledge that they would not have executed this Memorandum of Understanding were it not for the appropriation of these funds and their anticipated expenditure for the purposes for which they were appropriated; and (iii) both parties shall use reasonable efforts to work cooperatively to secure additional appropriated funds in the future years to accomplish recurring funding of at least \$13.750 million as originally contemplated in the Letter of Intent between the parties dated April 25, 2007.

D. The validity, construction and effect of this MOU shall be governed by the laws of the State of Florida, without respect to choice of law principles. The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation, and nothing herein shall constitute of waiver of such sovereign immunity.

E. Harbor Branch shall allow public access to all documents, papers, letters or other material, made and received by Harbor Branch in conjunction with this MOU, if and to the extent required by the provisions of Chapter 119, Florida Statutes. Refusal by Harbor Branch to allow such public access shall be grounds for cancellation of this MOU by the University.

F. This Agreement shall be subject to cancellation by either party upon 20 calendar days written notice to the other party, but in no event shall such notice be given later than December 13, 2007. A termination penalty may not be charged to either party.

G. Neither party may, without the advance written approval of the other party, assign any right or delegate any duties under this MOU, nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this MOU.

H. It is understood and agreed that nothing contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting either party as the agent or representative of the other for any purpose in any manner whatsoever. Neither party is authorized to bind the other to any contracts or other obligations, nor expressly or impliedly represent to any party that Harbor Branch and University are partners or that either party is the agent or representative of the other for any purpose or in any manner whatsoever.

I. Failure to exercise or delay in exercising any right, power or remedy accruing to either party on any breach or default of the other party shall not impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any similar breach or default occurring; nor shall any waiver of any single breach or default be construed as a waiver of any other breach or default occurring.

J. This MOU embodies the entire agreement of the parties with respect to the subject matter covered herein, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Harbor Branch

other than are set forth. Any amendments, alterations or modifications to this MOU must be signed or initialed and approved by all signatories of this MOU. Nothing herein is intended to modify or supercede the parties' rights and obligations under the Personnel Services Agreement referenced in Section 8A(i) above.

K. In the event any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction or other applicable legal authority, such holding shall not invalidate or render unenforceable any other provision hereof.

L. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; war; embargoes, fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

M. In the event of a default by either party, the non-defaulting party shall give written notice thereof to the defaulting party, specifying with particularity the nature of the default. If the default is not cured within twenty (20) days after receipt of the written notice, this Agreement may be terminated at the option of the non-defaulting party and/or the non-defaulting may pursue any and all remedies available at law or equity. In the event a notice of default is given, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the period from the delivery of the notice of default to the cure of the default unless this Agreement is terminated by the non-defaulting party as provided above, in which event the time for such performance shall terminate upon termination of this Agreement.

N. All notices required to be given under this MOU shall be sent by certified mail to: FAU: Florida Atlantic University, Attn: Vice President, Finance, 777 Glades Road, ADM 373, Boca Raton, FL 33431-0991, with a copy to Florida Atlantic University, Attn: General Counsel, 777 Glades Road, ADM 367, Boca Raton, FL 33431-0991; HBOL: Harbor Branch Oceanographic Institution, Inc., Attn: Jim Seitz, 5600 U.S. 1 North, Fort Pierce, Florida 34946; with a copy to: William J. Stewart, Esq., Stewart & Evans, P.A. 3355 Ocean Drive, Vero Beach, FL 32963.

O. The provisions of Sections 1A, 2, 3, 4, 5, 6, 7, 9 and 11 shall survive the closing of the transactions contemplated in this MOU.

P. This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The parties hereto enter into this binding MOU as of the dates set forth below.

HARBOR BRANCH OCEANOGRAPHIC
INSTITUTION, INC.

By: 

Name: Paul Yost

Title: Chairman

Date: December 12, 2007

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By: 

Name: Frank T. Brogan

Title: President

Date: 12/21/07

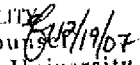
APPROVED AS TO FORM
AND LEGALITY
General Counsel 
Florida Atlantic University

Exhibit Index

Exhibit 1A1: Real Property

Exhibit 1A2: Restrictive covenants for the Real Property

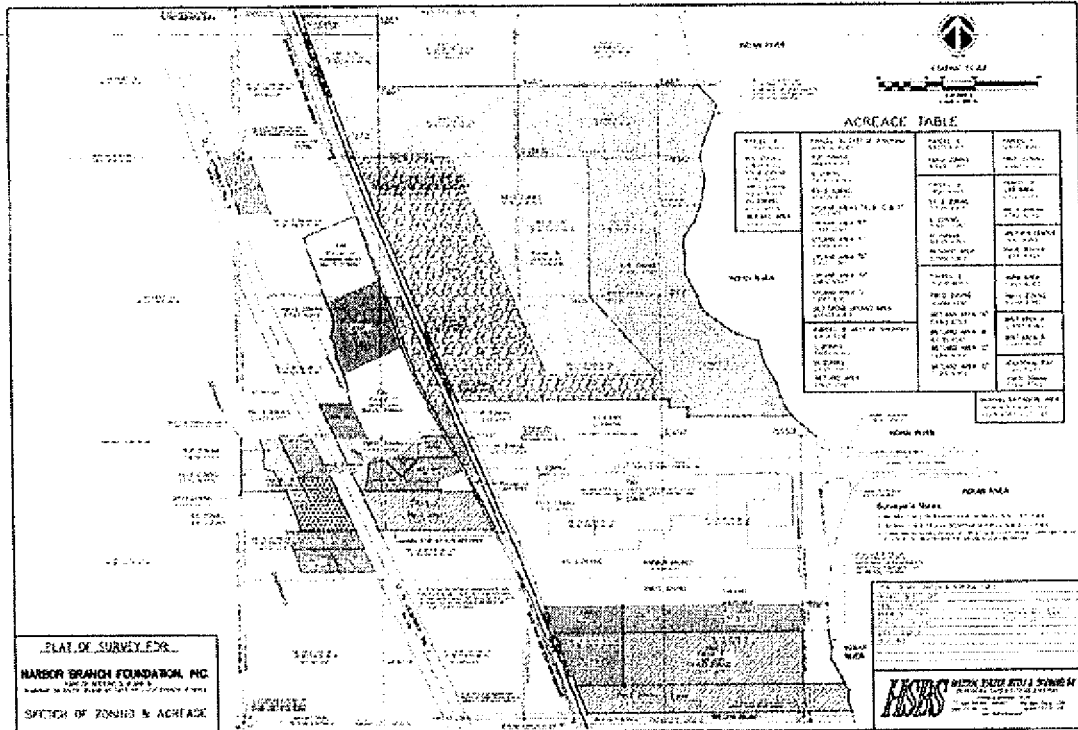
Exhibit 5B: Restrictive covenants for the Harbor Branch Retained Real Property

Exhibit 9: Exceptions to representations & warranties

Exhibit 1A1
Real Property

(Approximate Real Property Boundaries Depicted Below in Yellow)

(Final Legal Descriptions to be completed on or before the Closing Date)



**Exhibit 1A2
Restrictive Covenants for the Real Property**

The use by the Grantee, its successors or assigns, of the Property conveyed to it by this deed, is restricted to the uses hereinafter described:

A campus for Florida Atlantic University, a public body corporate of the State of Florida ("FAU"), and for higher education and research, aquaculture, agriculture, oceanography, environmental science, marine science, engineering, bio-medical research and development, or related disciplines and research facilities supportive of those specific uses described herein together with uses appurtenant to the uses herein described, including without limitation, the operations of FAU's Harbor Branch Oceanographic Institute.

**Exhibit 5B:
Restrictive Covenants for the Harbor Branch Retained Real Property**

The real property owned by Harbor Branch Oceanographic Institution, Inc. ("HBOI") and located East of Highway US 1, is restricted to the uses hereinafter described:

1. The administrative offices of HBOI for use in conducting its activities as a Direct Supporting Organization of Florida Atlantic University, a public body corporate of the State of Florida ("FAU"), and for higher education and research, aquaculture, agriculture, oceanography, environmental science, marine science, engineering, bio-medical research and development, or related disciplines and research facility supportive of the specific uses described herein together with the uses appurtenant to the uses herein described.

2. Any lease, sublease, assignment or transfer of any interest or ownership, in whole or in part, of any of the Property restricted herein shall be for uses compatible with the foregoing uses and compatible with the use by FAU of the Property conveyed to it by HBOI, and shall further be subject to the consent and approval of FAU, which such consent and approval shall not be unreasonably withheld, conditioned, or delayed.

3. Excepted from the consent and approval required hereunder is any property conveyed to the State of Florida, St. Lucie County, or the St. Lucie County Mosquito Control District exclusively for conservation, recreational or passive uses, or uses compatible with the uses described in paragraph 1 above. Nothing herein shall preclude HBOI from transferring development rights on the Property in accordance with and pursuant to the Comprehensive Land Use Plan hereafter adopted by St. Lucie County and its supporting ordinances.

Exhibit 9
Exceptions to Representations & Warranties

Restrictions, easements, rights-of-way, exceptions, reservations, and other standard title exceptions of record that do not materially interfere with the current or continued operations on the Real Property and do not constitute a lien or impose any monetary or other affirmative obligations upon FAU or the Real Property.

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("Agreement") is made this 31st day of December, 2007, between **Harbor Branch Oceanographic Institution, Inc.**, a non-profit corporation organized and existing under the laws of the State of Florida, with a principal places of business at 5600 U.S. 1 North, Ft. Pierce, FL 34946 ("Harbor Branch" or "HBOI"), and the **Florida Atlantic University Board of Trustees**, a public body corporate of the State of Florida, with a principal place of business at 777 Glades Road, Boca Raton, Florida 33431 ("FAU" or "University").

WHEREAS, HBOI and FAU entered into a Land Lease and Joint Facility Use Agreement, both effective September 9, 2005 (collectively the "Facility Agreements") relating to a Research and Educational Facility ("Facility") on the Harbor Branch campus in St. Lucie County; and

WHEREAS, pursuant to that certain Memorandum of Understanding between the parties dated December 12, 2007 ("MOU"), HBOI is now transferring the real property pertaining to the Facility Agreements to FAU and will no longer necessitate occupancy and use of the Facility as set forth in the Facility Agreements; and

WHEREAS, in connection with the MOU and the transfer of the assets referenced above, the parties have mutually agreed to terminate the Facility Agreements pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Effective December 31, 2007, the Facility Agreements are hereby terminated. Neither party shall have any further rights or obligations under the Facility Agreements, except for those obligations that expressly survive termination.

2. This Agreement shall be governed under the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

HARBOR BRANCH OCEANOGRAPHIC
INSTITUTION, INC.

By: Shirley A. Pompani
Name: Shirley A. Pompani
Title: President & CEO
Date: 12/28/07

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By: Frank T. Brogan
Name: Frank T. Brogan
Title: President
Date: 12/28/07

APPROVED AS TO FORM
AND LEGALITY
General Counsel 6/19/07
Florida Atlantic University

ASSIGNMENT AGREEMENT

FOR VALUE RECEIVED, the HARBOR BRANCH OCEANOGRAPHIC INSTITUTION, INC. ("Assignor"), a non-profit corporation organized and existing under the laws of the State of Florida, with a place of business at 5600 U.S. 1 North, Ft. Pierce, FL 34946 does hereby sell, assign and transfer to the FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES ("Assignee"), a public body corporate of the State of Florida, with a place of business at 777 Glades Road, Boca Raton, FL 33431, all of Assignor's right, title, interest and obligations in and under the contracts, permits, licenses, leases and other operating or cooperative agreements and trademarks, patents, copyrights and other intellectual property rights associated with HBOI's oceanographic research and educational operations at 5600 U.S. 1 North, Ft. Pierce, FL 34946, as more particularly described in that certain Memorandum of Understanding between Assignor and Assignee dated December 12, 2007 ("MOU") (collectively, the "Assigned Matters").

Assignor warrants that it has full right and interest in the Assigned Matters being assigned hereby and full authority to make the assignment provided for herein and has obtained all necessary consents and given all necessary notices to fully effect this assignment in a manner that will hereafter allow Assignee all rights and benefits of the Assigned Matters.

Assignee accepts the assignment provided for herein subject to any applicable conditions and limitations set forth in the MOU. The assignment of the Assigned Matters to Assignee, as a public body corporate of the State of Florida, shall be governed by the laws of the State of Florida, specifically including without limitation Chapter 119 (public records), Section 768.28 (limited waiver of sovereign immunity), and the jurisdiction of the courts of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized representatives, have executed this Assignment on this 31st day of December, 2007.

Assignor:

HARBOR BRANCH OCEANOGRAPHIC
INSTITUTION, INC.

By: Shirley A. Pomponi
Name: Shirley A. Pomponi
Title: President & CEO
Date: 12/28/07

Assignee:

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By: Frank T. Brogan
Name: Frank T. Brogan
Title: President
Date: 12/21/07

APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University
12/19/07

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Harbor Branch Oceanographic Institution, Inc., a Florida non-profit corporation ("Seller"), is the owner of and is selling the following described property to Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida and Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida ("Buyer"), to wit:**

See Exhibit A attached. Those parcels of real property identified as parcels F, H, J, K, L and M, and described on Exhibit "A" attached hereto.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2008, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of Saint Lucie and Indian River Counties, Florida subsequent to **December 10, 2007**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Stewart & Evans, P.A.** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- b. Seller's U.S. Taxpayer Identification Number is 59-1644333.
- c. Seller's address is: 5600 US 1 North, Fort Pierce, FL 34946.
- d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Stewart & Evans, P.A. and Attorneys' Title Insurance Fund, Inc. to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Stewart & Evans, P.A. and Attorneys' Title Insurance Fund, Inc. harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Harbor Branch Oceanographic Institution, Inc., a Florida corporation

By Shirley A. Pomponi
Shirley A. Pomponi, President

(Corporate Seal)

State of Florida
County of Indian River

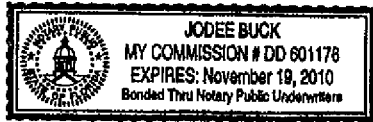
The foregoing instrument was sworn to and subscribed before me this 28th day of December, 2007 by Shirley M. Pomponi of Harbor Branch Oceanographic Institution, Inc., a Florida corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Jodee Buck
Notary Public

Printed Name: Jodee Buck

My Commission Expires: 11/19/10





PARCEL F:

A PORTION OF LAND IN THE SOUTHEAST 1/4 OF SECTION 8, AND THE SOUTHWEST 1/4 OF SECTION 9, LYING EAST OF THE EAST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD IN TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, (SW CORNER OF SAID SECTION 9), RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 313.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THENCE RUN S89°48'22"W A DISTANCE OF 1701.72 FEET, THENCE RUN N00°16'34"E A DISTANCE OF 499.14 FEET, THENCE RUN N89°48'22"E A DISTANCE OF 1701.72 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 8, THENCE RUN S00°16'34"W ALONG SAID SECTION LINE A DISTANCE OF 499.14 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 19.4987 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL H:

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, (WEST 1/4 CORNER), OF SAID SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, THENCE RUN N89°57'08"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 888.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, (200' RIGHT OF WAY), FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: H, THENCE RUN N24°37'16"W ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 358.00 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N89°57'08"E, A DISTANCE OF 300.00 FEET, THENCE RUN N13°22'50"W, A DISTANCE OF 295.51 FEET, THENCE RUN N24°15'25"W, A DISTANCE OF 179.85 FEET, THENCE RUN N04°48'35"W, A DISTANCE OF 97.88 FEET, THENCE RUN N20°53'49"W, A DISTANCE OF 83.10 FEET, THENCE RUN N07°52'17"E, A DISTANCE OF 131.63 FEET, THENCE RUN N05°28'43"W, A DISTANCE OF 83.80 FEET, THENCE RUN N22°17'45"W, A DISTANCE OF 117.21 FEET, THENCE RUN N13°32'50"W, A DISTANCE OF 644.39 FEET, THENCE RUN N67°25'37"E, A DISTANCE OF 533.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD S-605, (OLD DIXIE HIGHWAY), PER STATE ROAD DEPARTMENT MAINTENANCE MAP, SECTION 94040-2503, RECORDED IN PLAT BOOK 19, PAGE 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE RUN S19°39'41"E ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S19°05'18"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S17°56'35"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.04 FEET, THENCE RUN S19°56'52"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET, THENCE RUN S17°39'24"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.06 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S19°05'18"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S21°05'36"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.03 FEET, THENCE RUN S25°29'06"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 102.21 FEET, THENCE RUN S26°12'15"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S27°21'00"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S26°12'15"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S27°21'00"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S26°12'15"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S26°29'26"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S27°55'23"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S27°03'49"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 47.61 FEET, THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF SAID MAINTENANCE MAP, RUN N90°00'00"W, A DISTANCE OF 339.88 FEET, THENCE RUN S43°19'08"W, A DISTANCE OF 242.02 FEET, THENCE RUN N45°34'33"W, A DISTANCE OF 219.32 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTH, THE RADIUS POINT TO WHICH BEARS N13°49'17"W, 565.39 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID

CURVE HAVING A RADIUS OF 565.39 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}52'03''$ A ARC DISTANCE OF 146.71 FEET, THENCE LEAVING SAID CURVE RUN $S08^{\circ}27'00''W$, A DISTANCE OF 198.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT TO WHICH BEARS $N81^{\circ}33'00''W$, 125.00 FEET, THENCE RUN SOUTH- WESTERLY ALONG THE ARC OF SAID CURVE HAVING A 125.00 FOOT RADIUS, THROUGH A CENTRAL ANGLE OF $38^{\circ}49'08''$ A ARC DISTANCE OF 84.69 FEET, THENCE LEAVING SAID CURVE RUN $S89^{\circ}57'08''W$, A DISTANCE OF 23.31 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, THENCE RUN $N24^{\circ}37'16''W$ ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 540.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 36.7423 ACRES, MORE OR LESS, IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, AND IS LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL J:

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD, THENCE RUN S89°48'22"W ALONG THE SAID NORTH RIGHT OF WAY LINE OF WILCOX ROAD, A DISTANCE OF 2049.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 100 FOOT RIGHT OF WAY, THENCE RUN N20°42'10"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 813.99 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THE CONTINUE N20°42'10"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 266.91 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N89°48'22"E, A DISTANCE OF 735.00 FEET, THENCE RUN S00°16'34"W, A DISTANCE OF 250.00 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 639.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 3.9439 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL K:

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD, THENCE RUN S89°48'22"W ALONG THE SAID NORTH RIGHT OF WAY LINE OF WILCOX ROAD, A DISTANCE OF 2049.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 100 FOOT RIGHT OF WAY, THENCE RUN N20°42'10"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1316.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT TO WHICH BEARS S69°17'50"W, 11509.19 FEET, THENCE CONTINUE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11509.19 FEET, THROUGH A CENTRAL ANGLE OF 01°57'40", AN ARC DISTANCE OF 393.94 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THENCE CONTINUE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY ON SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 11509.19 FEET, THROUGH A CENTRAL ANGLE OF 00°04'55", AN ARC DISTANCE OF 16.46 FEET TO THE POINT OF TANGENCY, THENCE RUN N22°44'45"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1064.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, RUN N89°57'11"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4, A DISTANCE OF 3232.67 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE WESTERLY SHORE OF THE INDIAN RIVER, ESTABLISHED AT ELEVATION 0.78 FEET OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 ON MARCH 17, 2007, THENCE LEAVING SAID MEAN HIGH WATER LINE RUN S03°11'52"E, A DISTANCE OF 342.13 FEET, THENCE RUN S89°15'36"W, A DISTANCE OF 162.34 FEET, THENCE RUN S00°16'34"W, A DISTANCE OF 711.28 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 513.67 FEET, THENCE RUN N00°00'00"E, A DISTANCE OF 454.93 FEET, THENCE RUN N89°48'22"E, A DISTANCE OF 295.00 FEET, THENCE RUN N00°00'00"E, A DISTANCE OF 254.21 FEET, THENCE RUN S89°15'36"W, A DISTANCE OF 588.17 FEET, THENCE RUN S00°00'00"W, A DISTANCE OF 385.68 FEET, THENCE RUN S90°00'00"W, A DISTANCE OF 430.28 FEET, THENCE RUN S00°11'38"E, A DISTANCE OF 143.79 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 304.47 FEET, THENCE RUN S00°11'38"E, A DISTANCE OF 175.53 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 418.06 FEET, THENCE RUN N00°11'38"W, A DISTANCE OF 318.66 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 421.27 FEET, THENCE RUN S00°11'38"E, A DISTANCE OF 254.11 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 288.11 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 56.5254 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL L:

A PORTION OF LAND LYING IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD, THENCE RUN S89°48'22"W ALONG THE SAID NORTH RIGHT OF WAY LINE OF WILCOX ROAD, A DISTANCE OF 2049.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 100 FOOT RIGHT OF WAY, THENCE RUN N20°42'10"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1316.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT TO WHICH BEARS S69°17'50"W, 11509.19 FEET, THENCE CONTINUE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11509.19 FEET, THROUGH A CENTRAL ANGLE OF 02°02'35", AN ARC DISTANCE OF 410.40 FEET TO THE POINT OF TANGENCY, THENCE RUN N22°44'45"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1064.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8 FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THENCE CONTINUE N22°44'45"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 378.99 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N89°57'11"E, A DISTANCE OF 1997.86 FEET, THENCE RUN S00°00'51"W, A DISTANCE OF 73.77 FEET, THENCE RUN N89°57'11"E, A DISTANCE OF 163.87 FEET, THENCE RUN S00°00'51"W, A DISTANCE OF 85.04 FEET, THENCE RUN N89°57'11"E, A DISTANCE OF 998.86 FEET, MORE OR LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE WESTERLY SHORE OF THE INDIAN RIVER, ESTABLISHED AT ELEVATION 0.78 FEET OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 ON MARCH 17, 2007, THENCE RUN S46°00'05"E ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 107.92 FEET, THENCE RUN S48°30'17"E ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 97.48 FEET, THENCE RUN S53°05'21"E ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 85.06 FEET, THENCE LEAVING SAID MEAN HIGH WATER LINE RUN S89°57'11"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 2780.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN S89°57'08"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 451.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 21.3136 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL M:

A SPIT OF LAND PROTRUDING INTO THE INDIAN RIVER, ON THE WESTERLY SHORELINE, LYING IN THE NORTH 250 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING BOUNDED ON THE WEST SIDE BY THE EAST PARCEL L ABOVE AND BOUNDED ON THE SOUTH BY THE HARBOR BRANCH OCEANOGRAPHIC INSTITUTION CHANNEL TO THE INDIAN RIVER, AND BOUNDED ON THE NORTH AND EAST BY THE MEAN HIGH WATER LINE OF THE SAID INDIAN RIVER;

SAID PORTION OF LAND CONTAINS 3.8 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

Non-Foreign Certification By Entity Transferor

(Seller's FIRPTA Affidavit)

Transferor: Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation
Transferee: Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida and
Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida
Property:
Closing Date: December 31st, 2007

Before me, the undersigned authority, personally appeared the person(s) named below who, after being duly sworn, stated as follows:

Transferor is selling that certain real property located in Saint Lucie County, which is more particularly described as follows:

Those parcels of real property identified as parcels F, H, J, K, L and M, and described on Exhibit "A" attached hereto.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation, the undersigned hereby certifies the following on behalf of Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation:

1. Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation's U.S. employer identification number is 59-1644333; and
4. Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation's office address is 5600 US 1 North, Fort Pierce, FL 34946.

Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

DoubleTime®

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Harbor Branch Oceanographic Institution, Inc., a Florida not-for profit corporation.

Harbor Branch Oceanographic Institution, Inc., a Florida corporation

By Shirley A. Pomponi Date 12/20/07
Shirley M. Pomponi, President

(Corporate Seal)

State of Florida

County of Indian River

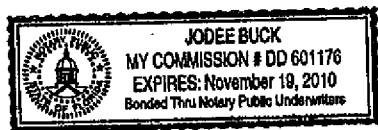
The foregoing instrument was sworn to and subscribed before me this 20th day of December, 2007 by Shirley M. Pomponi of Harbor Branch Oceanographic Institution, Inc., a Florida corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Jodee Buck
Notary Public

Printed Name: Jodee Buck

My Commission Expires: 11/19/10





PARCEL F:

A PORTION OF LAND IN THE SOUTHEAST 1/4 OF SECTION 8, AND THE SOUTHWEST 1/4 OF SECTION 9, LYING EAST OF THE EAST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD IN TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, (SW CORNER OF SAID SECTION 9), RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 313.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THENCE RUN S89°48'22"W A DISTANCE OF 1701.72 FEET, THENCE RUN N00°16'34"E A DISTANCE OF 499.14 FEET, THENCE RUN N89°48'22"E A DISTANCE OF 1701.72 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 8, THENCE RUN S00°16'34"W ALONG SAID SECTION LINE A DISTANCE OF 499.14 FEET TO THE POINT OF BEGINNING

SAID PORTION OF LAND CONTAINS 19.4987 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL H:

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, (WEST 1/4 CORNER), OF SAID SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, THENCE RUN N89°57'08"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 888.17 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, (200' RIGHT OF WAY), FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: H, THENCE RUN N24°37'16"W ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 358.00 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N89°57'08"E, A DISTANCE OF 300.00 FEET, THENCE RUN N13°22'50"W, A DISTANCE OF 295.51 FEET, THENCE RUN N24°15'25"W, A DISTANCE OF 179.85 FEET, THENCE RUN N04°48'35"W, A DISTANCE OF 97.88 FEET, THENCE RUN N20°53'49"W, A DISTANCE OF 83.10 FEET, THENCE RUN N07°52'17"E, A DISTANCE OF 131.63 FEET, THENCE RUN N05°28'43"W, A DISTANCE OF 83.80 FEET, THENCE RUN N22°17'45"W, A DISTANCE OF 117.21 FEET, THENCE RUN N13°32'50"W, A DISTANCE OF 644.39 FEET, THENCE RUN N67°25'37"E, A DISTANCE OF 533.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD S-605, (OLD DIXIE HIGHWAY), PER STATE ROAD DEPARTMENT MAINTENANCE MAP, SECTION 94040-2503, RECORDED IN PLAT BOOK 19, PAGE 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE RUN S19°39'41"E ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S19°05'18"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S17°56'35"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.04 FEET, THENCE RUN S19°56'52"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET, THENCE RUN S17°39'24"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.06 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S19°05'18"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S18°30'56"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET, THENCE RUN S19°39'41"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S21°05'36"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.03 FEET, THENCE RUN S25°29'06"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 102.21 FEET, THENCE RUN S26°12'15"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S27°21'00"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S26°12'15"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S27°21'00"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S26°12'15"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S26°29'26"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, THENCE RUN S27°55'23"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.02 FEET, THENCE RUN S27°03'49"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 47.61 FEET, THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF SAID MAINTENANCE MAP, RUN N90°00'00"W, A DISTANCE OF 339.88 FEET, THENCE RUN S43°19'08"W, A DISTANCE OF 242.02 FEET, THENCE RUN N45°34'33"W, A DISTANCE OF 219.32 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTH, THE RADIUS POINT TO WHICH BEARS N13°49'17"W, 565.39 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID

CURVE HAVING A RADIUS OF 565.39 FEET, THROUGH A CENTRAL ANGLE OF 14°52'03" A ARC DISTANCE OF 146.71 FEET, THENCE LEAVING SAID CURVE RUN S08°27'00"W, A DISTANCE OF 198.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT TO WHICH BEARS N81°33'00"W, 125.00 FEET, THENCE RUN SOUTH- WESTERLY ALONG THE ARC OF SAID CURVE HAVING A 125.00 FOOT RADIUS, THROUGH A CENTRAL ANGLE OF 38°49'08" A ARC DISTANCE OF 84.69 FEET, THENCE LEAVING SAID CURVE RUN S89°57'08"W, A DISTANCE OF 23.31 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, THENCE RUN N24°37'16"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 540.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 36.7423 ACRES, MORE OR LESS, IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, AND IS LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL J:

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD, THENCE RUN S89°48'22"W ALONG THE SAID NORTH RIGHT OF WAY LINE OF WILCOX ROAD, A DISTANCE OF 2049.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY-RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 100 FOOT RIGHT OF WAY, THENCE RUN N20°42'10"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 813.99 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THE CONTINUE N20°42'10"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 266.91 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N89°48'22"E, A DISTANCE OF 735.00 FEET, THENCE RUN S00°16'34"W, A DISTANCE OF 250.00 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 639.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 3.9439 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL K:

A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD, THENCE RUN S89°48'22"W ALONG THE SAID NORTH RIGHT OF WAY LINE OF WILCOX ROAD, A DISTANCE OF 2049.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 100 FOOT RIGHT OF WAY, THENCE RUN N20°42'10"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1316.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT TO WHICH BEARS S69°17'50"W, 11509.19 FEET, THENCE CONTINUE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11509.19 FEET, THROUGH A CENTRAL ANGLE OF 01°57'40", AN ARC DISTANCE OF 393.94 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THENCE CONTINUE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY ON SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 11509.19 FEET, THROUGH A CENTRAL ANGLE OF 00°04'55", AN ARC DISTANCE OF 16.46 FEET TO THE POINT OF TANGENCY, THENCE RUN N22°44'45"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1064.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, RUN N89°57'11"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4, A DISTANCE OF 3232.67 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE WESTERLY SHORE OF THE INDIAN RIVER, ESTABLISHED AT ELEVATION 0.78 FEET OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 ON MARCH 17, 2007, THENCE LEAVING SAID MEAN HIGH WATER LINE RUN S03°11'52"E, A DISTANCE OF 342.13 FEET, THENCE RUN S89°15'36"W, A DISTANCE OF 162.34 FEET, THENCE RUN S00°16'34"W, A DISTANCE OF 711.28 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 513.67 FEET, THENCE RUN N00°00'00"E, A DISTANCE OF 454.93 FEET, THENCE RUN N89°48'22"E, A DISTANCE OF 295.00 FEET, THENCE RUN N00°00'00"E, A DISTANCE OF 254.21 FEET, THENCE RUN S89°15'36"W, A DISTANCE OF 588.17 FEET, THENCE RUN S00°00'00"W, A DISTANCE OF 385.68 FEET, THENCE RUN S90°00'00"W, A DISTANCE OF 430.28 FEET, THENCE RUN S00°11'38"E, A DISTANCE OF 143.79 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 304.47 FEET, THENCE RUN S00°11'38"E, A DISTANCE OF 175.53 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 418.06 FEET, THENCE RUN N00°11'38"W, A DISTANCE OF 318.66 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 421.27 FEET, THENCE RUN S00°11'38"E, A DISTANCE OF 254.11 FEET, THENCE RUN S89°48'22"W, A DISTANCE OF 288.11 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 56.5254 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL L:

A PORTION OF LAND LYING IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, RUN N00°16'34"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD, THENCE RUN S89°48'22"W ALONG THE SAID NORTH RIGHT OF WAY LINE OF WILCOX ROAD, A DISTANCE OF 2049.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, 100 FOOT RIGHT OF WAY, THENCE RUN N20°42'10"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1316.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT TO WHICH BEARS S69°17'50"W, 11509.19 FEET, THENCE CONTINUE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11509.19 FEET, THROUGH A CENTRAL ANGLE OF 02°02'35", AN ARC DISTANCE OF 410.40 FEET TO THE POINT OF TANGENCY, THENCE RUN N22°44'45"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1064.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8 FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF LAND, THENCE CONTINUE N22°44'45"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 378.99 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N89°57'11"E, A DISTANCE OF 1997.86 FEET, THENCE RUN S00°00'51"W, A DISTANCE OF 73.77 FEET, THENCE RUN N89°57'11"E, A DISTANCE OF 163.87 FEET, THENCE RUN S00°00'51"W, A DISTANCE OF 85.04 FEET, THENCE RUN N89°57'11"E, A DISTANCE OF 998.86 FEET, MORE OR LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE WESTERLY SHORE OF THE INDIAN RIVER, ESTABLISHED AT ELEVATION 0.78 FEET OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 ON MARCH 17, 2007, THENCE RUN S46°00'05"E ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 107.92 FEET, THENCE RUN S48°30'17"E ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 97.48 FEET, THENCE RUN S53°05'21"E ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 85.06 FEET, THENCE LEAVING SAID MEAN HIGH WATER LINE RUN S89°57'11"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 2780.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN S89°57'08"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 451.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 21.3136 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL M:

A SPIT OF LAND PROTRUDING INTO THE INDIAN RIVER, ON THE WESTERLY SHORELINE, LYING IN THE NORTH 250 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING BOUNDED ON THE WEST SIDE BY THE EAST PARCEL L ABOVE AND BOUNDED ON THE SOUTH BY THE HARBOR BRANCH OCEANOGRAPHIC INSTITUTION CHANNEL TO THE INDIAN RIVER, AND BOUNDED ON THE NORTH AND EAST BY THE MEAN HIGH WATER LINE OF THE SAID INDIAN RIVER;

SAID PORTION OF LAND CONTAINS 3.8 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

STEWART & EVANS, P.A.

Attorneys and Counselors at Law

3355 Ocean Drive, Vero Beach, Florida 32963

Rebecca F. Emmons

Ralph L. Evans

Jennifer D. Peshke

John Mitchell Stewart

William J. Stewart

www.stewartevans.com

December 14, 2007

File #

VIA ELECTRONIC MAIL: pboles@hboi.edu

Patrick J. Boles, Chief Operating Officer
Harbor Branch Oceanographic Institution, Inc.
5600 U.S. Highway 1 North
Fort Pierce, Florida 34946

Re: Harbor Branch Oceanographic Institution, Inc./FAU

Dear Patrick:

I have transmitted herewith a copy of the contracts inventory indicating the ones that I believe should be transferred to FAU, and those that I do not. Obviously, these are not all contracts. Some of them are permits, licenses, patents or memoranda. I have also indicated ones that I have questions about and ones that I think that I need to review.

I would appreciate it if you would review the list and let me have your thoughts. I have provided a copy of the list to Elizabeth Rubin and ask that she do so as well.

If you could assemble copies of the items for review and let me have them, I would appreciate it. With respect to the insurance policies, this is a matter to be addressed with HBOI's insurance agent and the insurance provider for FAU. From HBOI's point of view, we need the insurance agent's recommendation on what insurance HBOI needs going forward.

I look forward to hearing from you.

Sincerely yours,



William J. Stewart

WJS/jlb

cc: Jim Seitz

Elizabeth Rubin, Esq.

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Tel: (772) 231-3500 • Fax: (772) 231-9876 • Toll Free: (866) 231-3500

PATENT
REEL: 022225 FRAME: 0430

Contracts

	vendor	description	type	location
NO	State of Florida	2007-2008 Solicitation Permit	Permit	D. Dutton
NO	State of Florida	2007-2008 Travel Permit	Permit	D. Dutton
NO	Dept. of Treasury - Al	2007-2008 Alcohol Permit	Permit	D. Dutton
NO	State of Florida	2007-2012 Sales Tax Exemption	Permit	D. Dutton
Yes	Beckman Coulter	Beckman Coulter - #905076-9, BMR 3 Centrifuges	Service Agree	ENGR Bldg. 242,244
Yes	ALSTOM Schilling Ro	ALSTOM Schilling Robotics Patent	Patent	D. Dutton
NO	State of Florida	Protect Wild Dolphin License Plate Legislation	Legislation	D. Dutton
NO	State of Florida	Protect Florida Whale License Plate Legislation	Legislation	D. Dutton
NO	State of Florida	Save Our Seas License Plate Legislation	Legislation	D. Dutton
NO	State of Florida	Aquaculture License Plate Legislation	Legislation	D. Dutton
Yes	Saliwanchik, Lloyd, &	Patent #5,073,572Acetylenic Alcohols	Patent	RAO_BMR
Yes	Saliwanchik, Lloyd, &	Patent # 5,182,287Meridine	Patent	RAO_BMR
Yes	Saliwanchik, Lloyd, &	Patent # 5,051,519	Patent	RAO_BMR
Yes	US Patent and Trade	Oceansweet Trademark	Trademark	D. Dutton
Yes	US Patent and Trade	@Sea Trademark	Trademark	D. Dutton
Yes	US Patent and Trade	Harbor Branch Oceanographic Service Mark	Trademark	D. Dutton
Yes	Carroll F. Palmer	Carroll F. Palmer US Patent Application SN. 08/523345	Patent	D. Dutton
?	JEOL	NMR - BMR	Sale/Service C	ENGR Bldg 248
Yes	Dionex	ASE100 Solvent Extractor - BMR	Service Agree	ENGR Bldg 249
Yes	Steris Corporation	Steris Corp. - Autoclave - BMR	Service Agree	ENGR Bldg 241
Yes	Thermo Electron Corp	Thermo Electron - Mass Spec	Service Agree	ENGR Bldg 242
Yes	US Coast Guard	MOPS Facility Security Plan Certificate	Certification	Mar Ops
Yes	US Coast Guard	MOPS International Ship Security Certificate	Certification	Mar Ops
Yes	NOAA	MOPS JSLI EPIRB Registration	Registration	Mar Ops
Yes	NOAA	MOPS JSLI EPIRB Registration	Registration	Mar Ops
Yes	NOAA	MOPS RVSJ EPIRB I Registration	Registration	Mar Ops
Yes	NOAA	MOPS RVSJ EPIRB II Registration	Registration	Mar Ops
Yes	FCC	MOPS RVSJ Radio License	License	Mar Ops

Friday, November 16, 2007

Page 1 of 12

<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
1 Roger Bossart	Roger Bossart	Confidentiality	D. Dutton
✓ US Coast Guard	MOPS USCG Letter of Designation	Letter	Mar Ops
✓ US Coast Guard	MOPS Vessel Security Plan Certificate	Certification	Mar Ops
✓ US Coast Guard	MOPS NTVRP Oil Spill Response Certificate	Certification	Mar Ops
✓ ABS	MOPS ABS Classification Certificate	Certification	Mar Ops
? Diane Littler	Adjunct Scientist Agreement (Littler)	Agreement	RAO
? Clay Cook	Adjunct Scientists Agreement (Cook)	Agreement	RAO
? Ned Smith	Adjunct Scientist Agreement (Smith)	Agreement	RAO
? Marsh Youngbluth	Adjunct Scientist Agreement (Youngbluth)	Agreement	RAO
✓ Dept of Defense	Central Contractor Registration (CCR)	Registration	RAO
✓ Florida Government S	Consulting Agreement (Harvey)	Consulting Agr	RAO
✓ National Science Fou	Cooperative Agreement Ship Ops	Agreement	RAO
✓ NTS Consortium	Independent Contractor Agreement for Safety Program (Agreement	RAO
✓ University of Florida	Institute of Food & Agricultural Sciences University of Flo	Memorandum	D. Dutton
✓ Search, Survey, and	Lease Agreement for Mar Ops Winch	Agreement	RAO
✓ SeaAg Inc and Josep	SeaAg Inc. and Joseph C. Weissman lease	Lease	D. Dutton
✓ UM/RSMAS	Lease Agreement Office/Lab Space UM/RSMAS	Agreement	RAO
✓ UM/RSMAS	MOU HBOI Mar Ops/UM-RSMAS Cooperative Marine Op	Memorandum	RAO
✓ UNCW	MOU UNCW Research Collaboration	Memorandum	RAO
✓ University of North Ca	University of North Carolina at Wilmington	Memorandum	D. Dutton
✓ Sound & Sea Technol	Professional Services Sound & Sea Technology	Agreement	RAO
✓ Frank Calmi	Subcontract Frank Calmi E2272 AUI	Subcontract	RAO
✓ MUSC	Subcontract MUSC Marine Mammal	Subcontract	RAO
✓ Mystic Aquarium	Subcontract Mystic Aquarium Marine Mammal	Subcontract	RAO
✓ Ocean, Research & C	Subcontract Ocean, Research & Conserv. E2270 Hidex	Subcontract	RAO
✓ Raytheon	Raytheon Integrated Defense Systems	Proprietary Info	D. Dutton
✓ Physical Sciences Inc	Subcontract PSI E2272 AUI	Subcontract	RAO
✓ University of Maryland	Subcontract UMD A2156	Subcontract	RAO
✓ University of Wyomin	Subcontract Univ of Wyoming E2270 Hidex	Subcontract	RAO
✓ Physical Sciences Inc	Physical Sciences Inc "Ocean Warfighting Environment	Agreement	D. Dutton

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
NO	Oceans, Reefs & Aqu	Oceans, Reefs, & Aquariums, Inc. lease at real property	Lease D. Dutton
yes	NOAA/UNCW/HARRI	Harris Corporation, Electronic Systems Sector, GCS Divi	Memorandum D. Dutton
yes	Michael L. Nichols	Michael L. Nichols assignment & assumption of lease No	Lease D. Dutton
yes	Mote Marine Laborato	Mote Marine Laboratory Inc agreement to cooperate thro	Memorandum D. Dutton
yes	Berkano Management	Berkano Management AS, Erick Larson will be serving as	Confidentiality D. Dutton
?	Department of Enviro	Dept of Environmental Protection management agreeme	Agreement D. Dutton
yes	The Lamar Companie	The Lamar Companies lease of billboard located on US1,	Lease D. Dutton
yes	Hillsborough Commu	Hillsborough Community College internship agreement fo	Agreement D. Dutton
yes	Graybar Financial Ser	Graybar Financial Services upgrade of PB switch and pur	Purchase Leas D. Dutton
yes	Florida Government S	Florida Government Relations consulting agreement. Tra	Consulting Agr D. Dutton
NO	Florida East Coast Ra	FL East Coast Railway private crossing agreement locate	License D. Dutton
yes	Farmer Pumps, Inc.	Farmer Pumps, Inc. confidential information	Confidentiality D. Dutton
NO	John S. Duerr	John S. Duerr gif donation for the develop and fund renov	Agreement D. Dutton
yes	Deep Sea Systems In	Deep Sea Systems International serving as a consultant,	Confidentiality D. Dutton
yes	CBS Outdoor	National Advertising Company d/b/a CSB Outdoor billboa	Lease D. Dutton
yes	Brevard Teaching and	Brevard Teaching and Research Laboratories provides r	Partnership Ag D. Dutton
yes	University of Miami	Univerlty of Miami cooperative program of marine operat	Memorandum D. Dutton
yes	Beckman Coulter	Beckman GS-15R Centrifuge - BMR	Service Agree ENGR Bldg 255
yes	University of Californi	University of California Inter-institutional agreement for to	Inter-Institution D. Dutton
yes	NTS Consortium	NTS part 2	Independent co D. Dutton
yes	NTS Consortium	NTS Consortium independent contractor agreement	Independent co D. Dutton
NO	Learning Garden Mon	Jackie Langley d/b/a Learning Garden Montessori School	Lease D. Dutton
NO	Learning Garden Mon	Part 2	Lease D. Dutton
	Beckman Coulter	Beckman Allegra 21R Centrifuge	Service Agree ENGR Bldg 244
	ABS	MOPS ABS JSLI Certification	Certification Mar Ops
yes	Thermo Fisher Scienti	Thermo Fisher 3 Centrifuges RT6000B	Service Agree ENGR Bldg 242, 244, 22
	ABS	MOPS ABS JSLII Certification	Certification Mar Ops
	ABS	MOPS ABS CLELIA Certification	Certification Mar Ops
	Steris Corporation	Steris Autoclave Aqua	Service Agree AQUA North
	BD Biosciences	BD Biosciences CANTOS - BMR	Service Agree ENGR Bldg 242

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
Global Maritek	Teaming Agreement Global Maritek	Teaming Agree	RAO
NOAA	Permit for Marine Mammal Stranding Center	Permit	RAO
NOAA	Permit for Level A Marine Mammal Sampling	Permit	RAO
Dr. John Reif	Independent Contractor Reif Marine Mammal	Agreement	RAO
Dr. David Kilpatrick	Independent Contractor Kilpatrick Marine Mammal	Agreement	RAO
Robert Shephard	Independent Contractor Shephard Marine Mammal	Agreement	RAO
Thermo Fisher Scienti	Thermo Fisher RT7 Centrifuge FERM	Service Agree	FAU BLDG - FERM LAB
Saliwanchik, Lloyd, &	Patent # 5,306,183 Ring Thruster	Patent	RAO_ENG
Beusse Wolter Sanks	Patent Application #624479-009Laser	Patent	RAO_ENG
Saliwanchik, Lloyd, &	Patent Application #11_494,229 Lasonolide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent Application #11_708,767 Manzamine A	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent Application #11_796,862 Invert Cell Life Span	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent Application #11_890,686 Leiodermatolide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent Application # 60_947,157 Hexasterophorins	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent Application # PCT_US07_10451 Invert Cell Life S	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent Application # PCT_US2007_017500 Leiodermatoli	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 0_686,154 Topsentin 15 EPO	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 1_093455 Topsentin 23 EPO	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 2_155,323 Topsentin 15 CAN	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 4_895,844 Dragmacidin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 4_970,226 Nortopsentin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_290,777 Topsentin 15 AI	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_464,835 Topsentin 15C1 AI	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_496,950 Topsentin 15C1D1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_955,462 Topsentin 19 ANI	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_090,811 Topsentin 19D1 ANI	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_323,233 SynTopsentin 23	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_602,881Manzamines 26D1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_444,697 SynTopsentin 23D1	Patent	RAO_BMR
ABS	MOPS ABS Tonnage Certificate	Certification	Mar Ops

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
State of Florida	MOPS Radioactive License	License	Mar Ops
BMG LabTech	BMG NOVOSTar Plate Reader	Service Agree	ENGR Bldg 242
N/A	2007 Workers Comp Policy	Insurance	D. Dutton
Albert Einstein Colleg	Material Transfer Agreement_Albert Einstein College of	Material Transf	RAO_Vault
Burnham Institute for	Material Transfer_Collabortive Research_Joint Commerci	Material Transf	RAO_Vault
Center for Food Safet	Material Transfer Agreement_Center Food Safety_USDA	Material Transf	RAO_Vault
Eisal Research Institu	Material Transfer Agreement_Eisal Research Institute	Material Transf	RAO_Vault
Florida State Universit	Material Transfer Agreement_Florida State University_Elli	Material Transf	RAO_Vault
Florida International U	Material Transfer, Collaborative Research, Joint Comme	Material Transf	RAO_Vault
Florida Atlantic Univer	Material Transfer_NonDisclosure_Florida Atlantic Univers	Material Transf	RAO_Vault
Griffith University, Qu	Material Transfer_NonDisclosure_Griffith University_Cost	Material Transf	RAO_Vault
Medical University So	Material Transfer_Joint Commercialization_Medical Univ	Material Transf	RAO_Vault
McMaster University	Material Transfer_Collaborative Research_Joint Commer	Material Transf	RAO_Vault
N/A	Auto Titles - Part 1	Titles	D. Dutton
N/A	Auto Titles - Part 2	Titles	D. Dutton
Midwestern University	Inter-Institutional Agreement_Midwestern University_May	Inter-Institution	RAO_Vault
N/A	Auto Titles - Part 3	Titles	D. Dutton
N/A	Auto Titles - Part 4	Titles	D. Dutton
N/A	Auto Titles - Part 5	Titles	D. Dutton
Moffitt Cancer Center	Research Collabortion and Material Transfer Agreement_	Material Transf	RAO_Vault
National Institute Oce	Material Transfer Agreement_National Institute Oceanogr	Material Transf	RAO_Vault
National Institute of AI	Material Transfer Agreement_NIAID_AntiViral Program	Material Transf	RAO_Vault
National Cancer Instit	Material Transfer Agreement_National Cancer Institute_I	Material Transf	RAO_Vault
National Cancer Instit	Material Transfer Agreement_National Cancer Institute_C	Material Transf	RAO_Vault
National Cancer Instit	Material Transfer Agreement_National Cancer Institute_c	Material Transf	RAO_Vault
National Cancer Instit	Material Transfer Agreement_National Cancer Institute_	Material Transf	RAO_Vault
National Cancer Instit	Material Transfer Agreement_National Cancer Institute_A	Material Transf	RAO_Vault
Liquid Robotics, Inc.	Non_Disclosure Agreement_Liquid Robotics	Non-Disclosure	RAO_Vault
Liquid Robotics, Inc.	Memorandum of Understanding_Liquid Robotics	Memorandum	RAO_Vault
Florida Atlantie Univer	Confidential Disclosure Agreement_Florida Atlantic Unive	Confidentiality	RAO_Vault

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<i>?</i> <i>?</i> <i>ps</i>	<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
	American Pearl Comp	Confidential Disclosure Agreement_American Pearl	Confidentiality	RAO_Vault
	Aquatica Tropicals, In	Confidential Disclosure Agreement_Aquatica Tropicals	Confidentiality	RAO_Vault
	ALSTOM Schilling Ro	Mutual Non_Disclosure Agreement_ALSTOM Schilling	Non-Disclosure	RAO_Vault
	ALSTOM Schilling Ro	Patent License Agreement_ALSTOMSchillingRobotics	Patent	RAO_Vault
	University of Florida	Material Transfer_Non-Disclosure_University of Florida_T	Material Transf	RAO
	Orkin	Orkin Pest Control	Service Agree	HBOI Wide
	Zephyrhills Water	Zephyrhills Water	Service Agree	Education center
	Westland Marine	Westland Marine	Service Agree	Titusville, Fl for Dolhpin P
	Mahoney Elevator Ins	Elevator Inspections	Service Agree	Eng, Marine Ops, Ed Ctr
	Stericycle Inc	Ships Garbage Removal	Service Agree	Ships Dock
	Sprint	Monthly Wireless Card service	Service Agree	Comp Srvs, CEO/Pres
	Solutions One Maritim	Life Rafts	Service Agree	Ship
	Pirates Cove Marina	Dock Space Rental	Annual Rental	Stuart Fl, Dolphin Proj
	MR7 Enterprises LLC	Billboard Rental, MR7 Enterprises	Monthly Rental	Ft Pierce
	Metro Fire Sprinkler I	Metro Fire, Halon Inspection	Service Agree	HBOI Wide
	Landauer, Inc	Radiation Badge Monitoring	Service Agree	BMR
	Crystal Water	Crystal Water Delivery	Service Agree	HBOI Wide
	Amerigas	Amerigas, Propane	Service Agree	HBOI Wide
	ABS	American Bureau of Shipping	Service Agree	Ship
	Veterinary Information	Veterinary Information Network Inc	Service Agree	Dolphin
	Direct TV	Direct TV	Service Agree	Facilities
		Railroad liability Policy	Insurance	D. Dutton
		Storage Tank Pollution Liability	Insurance	D. Dutton
		Student Accident Policy	Insurance	D. Dutton
		Group travel policy	Insurance	D. Dutton
		Directors & Officers, Crime, Fiduciary liability	Insurance	D. Dutton
		General, Products, Professional, Excess Liability	Insurance	D. Dutton
		International Policy	Insurance	D. Dutton
		Auto Policy	Insurance	D. Dutton
	N/A	Boiler & Machinery Policy	Insurance	D. Dutton

Discuss with insurance agent

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
N/A <i>agent</i>	Marine Insurance Policy	Insurance	D. Dutton
N/A	Vessel Pollution Policy	Insurance	D. Dutton
<i>for</i>	Vessel Titles 1 of 4	Titles	D. Dutton
	Vessel Titles 2 of 4	Titles	D. Dutton
	Vessel titles 3 of 4	Titles	D. Dutton
	Vessel titles 4 of 4	Titles	D. Dutton
Algenol Biofuels	Confidentiality and Non-Disclosure Agreement_Algenol B	Confidentiality	RAO_Vault
MX Logic, Inc.	MX Ultimate Defense one year	Service Agree	HBOI Wide
Chesapeake Biologic	Analyses	Service Agree	Marine Science
Advanced Modular Str	Trailer	Service Agree	HBOI Wide
Safety Kleen Corp.	Parts Cleaner	Service Agree	High Bay, Weld Shop, M
Pye Barker Fire & Saf	Inspect Fire Extinguishers	Service Agree	HBOI Wide
Air-Eze Scientific Ser	PM for Deep Freeze Units	Service Agree	HBOI Wide
Direct TV	Direct TV Service	Service Agree	Anderson House
St Francis University	Material Transfer Agreement_St Francis University_Trim	Material Transf	RAO_BMR
Direct TV	Satellite TV Service	Service Agree	RSVJ
Florida Atlantic Univer	Material Transfer_Non-Disclosure Agreement_Florida Atl	Material Transf	RAO_BMR
Cambridge_Heidelber	Confidentiality Agreement_Cambridge_Heidelberg Pharm	Confidentiality	RAO_BMR
IDEXX Distribution Co	Preventative Maint.	Service Agree	
Cambridge_BTG Inter	Confidentiality Agreement_Cambridge_BTG International	Confidentiality	RAO_BMR
Cambridge_EUCRO	Confidentiality Agreement_Cambridge_EUCRO	Confidentiality	RAO_BMR
Praxair	Tank Rental, Liquid O 2	Service Agree	HBOI Wide
Cambridge_Cellaron_	Confidentiality Agreement _Cambridge_Cellaron_Isis Inn	Confidentiality	RAO_BMR
Philip Services Corp.	Hazardous Waste Removal	Service Agree	HBOI Wide
Porifarma	Confidentiality and Non-Disclosure Agreement_Porifarma	Confidentiality	RAO_BMR
ThyssenKrupp Elevat	Elevator Service	Service Agree	HBOI Wide
Pharma Mar SA	Confidentiality Agreement_Pharma Mar SA	Confidentiality	RAO_Vault
Cyclis Pharmaceutica	Confidentiality Agreement_Cyclis Pharmaceuticals	Confidentiality	RAO_Vault
Toshiba Business Sol	Copier	Service Agree	
Toshiba Business Sol	Copier	Service Agree	

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
Eisai Research Instit	Confidential Disclosure Agreement_Eisai Research Instit	Confidentiality	RAO_Vault
Yale University	Material Transfer Agreement_Yale University_Moore	Material Transf	RAO_Vault
University of Wurzburg	Material Transfer Agreement_University of Wurzburg_Gr	Material Transf	RAO_Vault
University of Central F	Material Transfer_Collaborative Research_Joint Commer	Material Transf	RAO_Vault
Schering Corporation	Discovery Collaboration Agreement_Schering Corporatio	Collaboration A	RAO_Vault
Southwest Research I	Subcontract SW Research Inst	Subcontract	RAO
American Type Cultur	Material Transfer Agreement_ATCC	Material Transf	RAO_Vault
Novartis Pharma AG	License Agreement_Novartis_Discodermolide	License	RAO_Vault
Novartis Pharma AG	Material Transfer Agreement_Novartis_cultures	Material Transf	RAO_Vault
Novartis Pharma AG	Material Transfer_Patent_Licensing Agreement_Novartis	Material Transf	RAO_Vault
Novartis Pharma AG	Material Transfer Agreement_Ciba_Novartis_Discodermo	Material Transf	RAO_Vault
World Wildlife Fund	Media License Agreement WWF	License	Media Lab
National Geographic	Media License Agreement National Geographic	License	Media Lab
Bloom Association	Media License Agreement Bloom Assoc	License	Media Lab
Glencoe/McCraw Hill	Media License Agreement Glencoe	License	Media Lab
British Broadcasting	Media License Agreement BBC	License	Media Lab
Natural History Museu	Media License Agreement Natural History Museum	License	Media Lab
Houghton Mifflin Co	Media License Agreement Houghton Mifflin	License	Media Lab
South Atlantic Fisheri	Media License Agreement S. Atlantic Fisheries	License	Media Lab
NGHT, Inc	Media License Agreement NGHT	License	Media Lab
The National Academi	Media License Agreement National Academies	License	Media Lab
Wall to Wall Televisio	Media License Agreement Wall to Wall	License	Media Lab
Caragol Wells Produc	Media License Agreement Caragol	License	Media Lab
Professional Litho	Media License Agreement Professional Litho	License	Media Lab
Blue Land Media	Media License Agreement Blue Land	License	Media Lab
Tapestry International	Media License Agreement Tapestry	License	Media Lab
NHK Educational Cor	Media License Agreement NHK	License	Media Lab
Pioneer Productions	Media License Agreement Pioneer Production	License	Media Lab
Tapestry International	Media License Agreement Tapestry (Squid)	License	Media Lab
Terra Associates	Media License Agreement Terra Assoc	License	Media Lab

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
ADR/NRD German T	Media License Agreement ADR-NRD	License	Media Lab
Duo Creative Commu	Media License Agreement Endemol (Killer Sharks)	License	Media Lab
Pioneer Productions	Media License Agreement Pioneer Production (The Deep	License	Media Lab
Endemol UK Plc T/A	Media License Agreement Endemol (Shark Watch)	License	Media Lab
Image Impact	Media License Agreement Image Impact	License	Media Lab
Saliwanchik, Lloyd, &	Patent #5_091,368Microcolins	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_059,618Discodermides	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_336,757PolydiscamideA	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_087,363NOSTopsentin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_127,406Discoacetates	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_516,755Polydiscamide AD1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_478,861Lasonolide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_684,036LasonolideB	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_681,847DiscodermolideMethods	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #5_840,750Discodermolide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 3_569,285JAPLasonolides	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_218,419Secobatzelline A,B	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_387,916AlManzamines	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_384,187Micorsclerodermins	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent #1_095,018EPOSecobatzellines	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_576,658Dictyostatin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent# 0_745087EPOLasonolideAB	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_667,370DictyostatinD1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_495,594DiscoAnalog	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_476,065Discalamide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_521,661CyclicPeroxides	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_784,160Pregnenes	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 7_135,292GeneExpression	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 7_053,118PlakolideA	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 7_179,828Neopeltolide	Patent	RAO_BMR

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
Saliwanchik, Lloyd, &	Patent # 7_094,803Raspallamide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_852,754Linderazulene	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_028,613Batzellines	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 4_868,191ercitin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 4_870,099Sulfircin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 4_874,767DiscorhabdinD	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 4_939,168Discodermolide	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_051,519StrongylinA	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_091,412StrongylinAC1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 5_204,367StrongylinAC1D1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_835,736DiscorhabdinSTU	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_589,957TopsentinDED1	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_291,501TopsentinDE	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 6_057,333DiscorhabdinP	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 1_162,970AIManzamineEPO	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 0_935,463ANITopsentinEPO	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 2_182,878LasonolideACAN	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Patent # 7_115,756LasonolideSeries	Patent	RAO_BMR
Waitt Family Foundati	Non-Disclosure Agreement Waitt Family Foundation	Non-Disclosure	RAO_Vault
Saliwanchik, Lloyd, &	Canadian Patent Application # 2,268,399ANITopsentins	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Japanese Patent Application # 10-520,828ANITopsentins	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Canadian Patent Application # 2,335,623Secobatzellines	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Japanese Patent Application # 2000-559,089Secobatzelli	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Canadian Patent Application # 2,335,254SynTopsentins	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Japanese Patent Application # 2000-559,088SynTopsenti	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Canadian Patent Application # 2,367,138AIManzamines	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Japanese Patent Application # 2000-606,209AIManzamin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Canadian Patent Application # 2,400,896Dictyostatin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Japanese Patent Application # 2001-561,306Dictyostatin	Patent	RAO_BMR
Saliwanchik, Lloyd, &	Canadian Patent Application # 2,401,160DiscoAnalog	Patent	RAO_BMR

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	<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
Yes	Saliwanchik, Lloyd, &	Japanese Patent Application # 2001-563,503DiscoAnalo	Patent	RAO_BMR
	Saliwanchik, Lloyd, &	Canadian Patent Application # 2,529,930Neopeltolide	Patent	RAO_BMR
	Saliwanchik, Lloyd, &	Patent # 1_644,380NeopeltolideEPO	Patent	RAO_BMR
	Regents of the Univer	Inter-Institutionl Agreement_Regents University California	Inter-Institution	RAO_Vault
	Saliwanchik, Lloyd, &	Patent # 0_486,565DiscoEPO	Patent	RAO_BMR
	Sud-Chemie	Secrecy Agreement_Sud-Chemie_Bruck	Secrecy Agree	RAO_Vault
	State of Florida Licen	Cartwright Water Treatment Plant Operator	License	Posted in Facilities Buildi
NO	State of Florida Licen	Burke - Prof. Engineers License	License	Posted in the Facilities B
NO	State of Florida Lic #	Vincent Burke - General Contractor License	Prof. License	Posted In Facilities Bldg.
Yes	Thermo Fisher Scienti	Thermo Fisher Scientific - Sorvall Centrifuge	Service Agree	FAU BLDG Rm:109 Fer
	Steris Corporation	Steris Corp. BMR Autoclave	Service Agree	Engr. Bldg. Rm. 241
	FL DEP Permit #FLA	HBOI Main Campus Wastewater Treatment Plant Permit	Permit	Facilities office
	FL DEP Permit #FLA	Post-Doc Wastewater Treatment Plant Permit	Permit	Facilities Office
	FL DEP Permit #FL01	RO Plant Brine Discharge Industrial Waste permit	Permit	Facilities Office
	FCC FRN #00100443	FCC Registration - Call sign WPMX258	License	Posted In Facilities Bldg.
	DOT HAZMAT Reg. #	HAZARDOUS MATERIALS CERT of REGISTR.	Registration	Posted in Facilities Bldg.
	FL DOT FAA Site #4	Private Airport Registr. & Site Approval (HELIPAD)	Registration	Posted in Facilities Bldg.
	FL DEP Placard #26	Non-retail Fuel User - Storage Tank Reg Placard	Registration	Displayed at Facilities (o
	FL State License #QB	FL Qualified Construction Business Org License	License	Posted in Facilities Bldg.
	FL DEP to JANE BUR	Class C Drinking Water Treatment Plant Operator	License	Original w/Bio-Services;
	FL DEP to JANE BUR	Class C Wastewater Treatment Plant Operator	License	Original w/Bio-Services;
	State of Florida Lic. #	ELEVATOR CERTIFICATE OF OPERATION	Certification	FAU/HBOI Science Bldg.
	State of Florida Lic #2	ELEVATOR CERTIFICATE OF OPERATION	Certification	Posted in elevator - Link
	Florida East Coast Ra	Blanket License Agreement	Agreement	V. Burke office
	Florida East Coast Ra	License agreement to construct, install and maintain cert	Agreement	V. Burke office
	State of Florida Lic. #	ELEVATOR CERTIFICATE of OPERATION	Certification	Posted in Johnson Ed Ctr
	Florida East Coast Ra	Grade crossing matters license agreement	Agreement	V. Burke office
Also to review	Florida East Coast Ra	Utility crossing license	License	V. Burke office
	Florida East Coast Ra	License agreement	Agreement	V. Burke office
	State of Florida Lic. #	ELEVATOR CERTIFICATION OF OPERATION	Certification	Posted in Marine Mainten
Yes				

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<i>vendor</i>	<i>description</i>	<i>type</i>	<i>location</i>
Cliff Berry Inc. #2010	Emergency Fuel Spill Cleanup Contract	Service Agree	Shoreside & Vessel cove
FL DEP Registr for 85	FAU/HBOI Petrol Storage Tank Facility Reg. Form	Form	Form on file in Facilities
FL DEP 4,000 gal regi	ORA Petrol Storage tank Registr Form	Form	Form on file in Facilities
St. Lucie Cty yrly per	St. Lucie Cty (18) Burgler Alarm Permits	Permit	Permit stickers on equip/
SFWMD Water Use P	SFWMD General Water Use Permit - Montessori	Permit	Paperwork on file in Facil
SFWMD Storm Water	SFWMD Storm Water Permit - Montessori	Permit	Paperwork on file in Facil
SFWMD Permit #56-0	SFWMD Surface Water Permit - FAU-HBOI Bldg	Permit	Paperwork on file in Facil
SFWMD Permit #56-0	SFWMD Letter of Completion re acre 6.6 mitigation area	Letter	Paperwork on file in Facil
SFWMD	SFWMD General Water permit #85-0026W	Permit	Vincent Burke
SFWMD	SFWMD General Water use Permit-Main Campus	Permit	Vincent Burke
SFWMD	SFWMD Water permit #GP850150W	Permit	Vincent Burke
Chemtec	CHEMTREC-haz.materials	Service Agree	Vincent Burke
SFWMD Permit #56-0	SFWMD Surface Water Permit - Main Campus	Permit	Paperwork on file in Facil
FL Nat'l Resources	Submerged Lands - Management Agreement	Agreement	Paperwork on file in Facil
FL DEP Petroleum CI	FL-DEP Broken Pipe Site Letter	Letter	Letter on file in Facilities
FL DEP Petroleum cl	FL-DEP DTA West Petrol Clean-up Letter	Letter	Letter on file in Facilities
FL DEP Petroleum CI	FL-DEP Fuel Farm Petroleum Cleanup Letter	Letter	Paperwork on file in Facil
FL DEP Petrol Clean	FL-DEP Petrol Cleanup Maintenance site LTR	Letter	Letter on file in Facilities
FL DEP Petrol cleanu	FL-DEP Small Boats Marina petrol cleanup LTR	Letter	Letter on file in Facilities

Need to review

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