MASTER TASK ORDER AGREEMENT NO.: 15-031
BETWEEN
SPACE FLORIDA
and
DYNAMAC CORPORATION

This **MASTER TASK ORDER AGREEMENT** ("Master Agreement") is entered into as of October 1, 2014, (the "Effective Date") by **SPACE FLORIDA** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **CONSOLIDATED SAFETY SERVICES, INC.,** ("CSS-Dynamac"), a Virginia Corporation, authorized to do business in the State of Florida.

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

WHEREAS, on April 29, 2014, SF issued a Request for Qualifications for Facility Operations and Management Services for Exploration Park and the Space Life Sciences Lab RFQ-SF-19-0-2014/SS (the "RFQ"), and CSS-Dynamac was chosen by SF as the vendor to provide the services outlined in the RFQ.

WHEREAS, SF desires to enter into this Master Agreement with CSS-Dynamac to provide services, to SF, as further detailed and outlined in one, or more, Task Order Agreements to be entered into between the parties.

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided.

    a. A statement of work and the time by which the services are to be completed will be agreed to by the parties on a project-by-project basis and shall be reduced to writing in substantially the form of the "Task Order Agreement" template attached hereto as **Attachment A.**

b. CSS-Dynamac shall devote best efforts and such time, attention and energy to the services being provided to SF regarding the project as described herein above, and in all related additional Task Order Agreements, as is required to fulfill the tasks in each Task Order Agreement, and shall be available, with reasonable notice for meetings, travel, and telephone communications.

c. CSS-Dynamac has reviewed, is familiar with, and shall comply completely with all necessary and applicable provisions of each of the following documents:

   i. The Real Property Use Permit Agreement between the United States National Aeronautics and Space Administration and the State of Florida Spaceport Florida Authority for Design, Construction, and Operation of the Space Experiment Research & Processing Laboratory, Customer Agreement Number: KCA-1683, attached hereto as **Attachment B** and incorporated herein in its entirety.
   ii. The Reimbursable Space Act Agreement (the "RSAA") for the Space Life Sciences Lab and Exploration Park regarding the establishment of certain commodities and services provided by NASA attached hereto as **Attachment C** and incorporated herein in its entirety.
   iii. The NASA John F. Kennedy Space Center Enhanced Use Lease: KCA 4222 pertaining to Exploration Park, attached hereto as **Attachment D** and incorporated herein in its entirety.

d. Unless specifically identified otherwise, all activities will be conducted in accordance with commercially reasonable, as opposed to NASA, standards. In the event that there are conflicts between this Master Agreement or Task Orders and the provisions in the agreements identified in subsection c, above, CSS-Dynamac shall notify SF for a management decision regarding resolution to such conflict.

e. Unless otherwise specified in a Task Order Agreement, all services provided by CSS-Dynamac will be governed by the terms of this Master Agreement.

2. Period of Performance. This Master Agreement shall commence on the Effective Date and shall remain in full force and effect for three (3) years (the "Expiration Date") unless terminated, or extended, by mutual written agreement by both parties. Upon thirty (30) calendar day written notice, SF may extend this Master Agreement annually, for four additional one-year periods. Task Order Agreements may allow for completion of work after the expiration of this Master Agreement.

3. Compensation.

   a. SF shall pay CSS-Dynamac the amount separately negotiated and set forth in each Task Order Agreement. All related travel costs shall be identified in each Task Order Agreement.

b. Prior to the commencement of performance by CSS-Dynamac for services under a Task Order Agreement, the SF project manager identified in section 12 shall submit a Purchase Order Request in conjunction with the Statement of Work for budgeted funding approval. Upon approval, a Task Order Agreement shall be signed by both parties.

c. CSS-Dynamac shall not begin performance of services under a Task Order Agreement until a Purchase Order is issued by SF and a Task Order Agreement is signed by SF. Otherwise, CSS-Dynamac acknowledges they are working at risk of not being paid. In determining the amount of payment under a Task Order Agreement, SF will exclude all costs incurred by CSS-Dynamac (i) prior to the Effective Date of the Task Order Agreement, (ii) after the Expiration Date or termination date of this Master Agreement or Task Order Agreement, or (iii) costs which are outside of the Scope of Services.

d. CSS-Dynamac shall invoice SF as provided in each Task Order Agreement.

e. Any funds paid in excess of the amount to which CSS-Dynamac is entitled under a Task Order Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to CSS-Dynamac under a Task Order Agreement must be refunded to SF.

f. If CSS-Dynamac fails to perform the minimum level of service required by a Task Order Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions, (ii) withhold and/or reduce payment, and (iii) terminate this Master Agreement or any and all Task Order Agreements in accordance with the terms hereof.

4. Availability of Funds. All payments to be made by SF under this Master Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify CSS-Dynamac should funds become unavailable.

5. Termination.

a. SF may terminate this Master Agreement or any Task Order Agreement without cause upon thirty days written notice to CSS-Dynamac.

b. In the event of termination of this Master Agreement or any Task Order Agreement by SF, SF shall be obligated to pay all approved invoices submitted by CSS-Dynamac for work performed by CSS-Dynamac and approved by SF through the date of termination.

c. As requested by SF, CSS-Dynamac agrees to deliver to SF at the termination of this Master Agreement, or at any other time SF may request, all lists, databases, names, records and other documentation and data, either written or electronic, belonging to SF, which CSS-Dynamac may possess or have under its control.

6. Public Records.

a. SF, subject to the provisions of Florida Statutes Sections 288.075 and 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Master Agreement.

b. This Master Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Master Agreement or any Task Order Agreement, other than those specified as confidential or exempt information.

c. To the extent CSS-Dynamac is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, CSS-Dynamac shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by SF in order to perform the services under this Master Agreement and any Task Order Agreement;

ii. Provide the public with access to public records on the same terms and conditions that SF would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law;

iii. Ensure that public records that are exempt, or confidential, and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

iv. Meet all requirements for retaining public records and transfer, at no cost to SF, all public records in possession of CSS-Dynamac upon expiration or termination of this Master Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SF in a format that is compatible with the information technology systems of SF.

7. Intellectual Property.

a. CSS-Dynamac hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SF, all of CSS-Dynamac's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by CSS-Dynamac in conjunction with this Master Agreement, including all United States and

International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. The CSS-Dynamac Computerized Maintenance Management System (CMMS) is exempt from this provision, as it is a CSS-Dynamac developed system.

b. CSS-Dynamac agrees to sign any additional documents and otherwise cooperate with SF, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 7. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Master Agreement.

8. Severability. If any provision of this Master Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Master Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

9. Indemnification and Limitation of Liability.

a. CSS-Dynamac shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services under this Master Agreement, or any Task Order Agreement, by CSS-Dynamac, or any person or organization directly or indirectly employed by CSS-Dynamac, to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Master Agreement, or any Task Order Agreement, by CSS-Dynamac, or any person or organization directly or indirectly employed by CSS-Dynamac, to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly, or indirectly, employed by CSS-Dynamac to perform or furnish any services under this Master Agreement, or any Task Order Agreement, or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including SF employees and agents and those of CSS-Dynamac), or damage to property to the extent attributable to the negligence or misconduct of CSS-Dynamac or any person or organization directly or indirectly employed by CSS-Dynamac to perform or furnish any of the services under this Master Agreement, or any Task Order Agreement, or anyone for whose acts any of them may be liable.

b. SF's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Master

Agreement, or any Task Order Agreement, are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

c. In no event shall SF be liable to CSS-Dynamac for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. SF shall not assume any liability for the acts, omissions, or negligence of CSS-Dynamac, its agents, servants, employees, or subcontractors. In all instances, CSS-Dynamac shall be responsible for any injury or property damage resulting from any activities conducted by CSS-Dynamac.

10. Independent Contractor. CSS-Dynamac is and shall remain an independent contractor and not an employee of SF. This Master Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Master Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party.

11. Amendments/Modifications. This Master Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

12. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of the terms and conditions of this Master Agreement, or any Task Order Agreement, and shall serve as a liaison with CSS-Dynamac. SF's project manager is Pete Eggert whose contact information is in Subsection 13.b., below.

13. Notices.

a. For a notice, or other communication, under this Master Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile, or email, shall not be deemed to have been received pursuant to Subsection 13.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 13.c.

b. For a notice, or other communication, under this Master Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the

receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 13.

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield dmayfield@spaceflorida.gov

Project Manager, Pete Eggert peggert@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For CSS-Dynamac:

VP of Contracts, Dixie Harvey DHarvey@css-dynamac.com
Operations Manager, Carol Ann Taylor CTaylor@dynamac.com

CSS-Dynamac
10301 Democracy Lane, Suite 300
Fairfax, VA 22030

c. Subject to Subsection 13.d., a valid notice, or other communication, under this Master Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

   i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

   ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

14. Insurance.

a. During the term of this Master Agreement, CSS-Dynamac shall procure and maintain, at its expense, the following insurance:

   i. Worker's compensation and employer's liability insurance in compliance with applicable worker's compensation and occupational disease statutes with a minimum limit of $500,000.00 per incident.
   ii. General comprehensive liability insurance with minimum limits of $2,000,000.00 for injury to one person arising out of a single incident and $3,000,000.00 for injuries to more than one person arising out of a single incident, and $1,000,000.00 for property damage.
   iii. Comprehensive automobile insurance which shall include bodily injury and property damage covering all owned, non-owned, hired and government-furnished vehicles with minimum limits of $1,000,000.00 for bodily injury and property damage per occurrence.

b. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an "occurrence basis". CSS-Dynamac may use blanket policies to satisfy these insurance requirements.

c. Within thirty (30) days following the Effective Date, CSS-Dynamac shall provide SF with Certificates of Insurance evidencing compliance with the coverage requirements in this section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty days' prior written notice has been given to the other party. Thereafter CSS-Dynamac shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Master Agreement.

15. Representations.

a. CSS-Dynamac has the necessary and required Federal and State authority to enter into this Master Agreement with SF.

b. Neither this Master Agreement nor CSS-Dynamac's performance of its obligations hereunder will place CSS-Dynamac in breach of any other contract or obligation and will not violate the rights of any third party.

c. CSS-Dynamac has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that CSS-Dynamac is delivering and/or providing to SF pursuant to this Master Agreement, and CSS-Dynamac has full right and authority to provide and/or deliver the same to SF.

16. Materials and Data.

a. All data, reports, job files, logs, computer printouts, CD-ROM files, CSS-Dynamac's submittals, summaries, memoranda and any, and all, other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by CSS-Dynamac especially for the services rendered under this Master Agreement shall be the sole property of SF. SF may reuse the written work at no additional cost, and SF shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that CSS-Dynamac shall in no way be liable, or legally responsible, to anyone for SF's use of any written work on another project.

b. As requested by SF, CSS-Dynamac agrees to deliver to SF at the end of the term of this Master Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which CSS-Dynamac may possess or have under his or her control and which may have been produced prior to and including the date of termination. CSS-Dynamac shall also require that all subcontractors, or employees, agree in writing to be bound by the provisions of this section.

17. Audit and Contract Records.

a. SF may, at any time, for purposes of monitoring CSS-Dynamac's performance under this Master Agreement, review, audit, copy, examine and investigate in any manner, any records of CSS-Dynamac which include, but are not limited to, independent audit working papers, books, documents, vouchers, bills, invoices, requests for payment, and other supporting documentation, (collectively "contract records") which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Master Agreement. If SF requests access to or review of any such contract records and CSS-Dynamac refuses such access or review, SF may terminate this Master Agreement.

b. To the extent applicable, CSS-Dynamac shall comply with the audit requirements of Section 215.97 of the Florida Statutes and those found in **Attachment E,** Special Audit and Monitoring Requirements. CSS-Dynamac shall include the audit and record keeping requirements provided for in this Section 17 and in **Attachment E,** in all subcontracts and for all sub-recipients of state funds according to Section 215.97 of the Florida Statutes. For purposes of this Master Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.97(2)(x) of the Florida Statutes. The information from the Catalog of State Financial Assistance is as follows:

   i. Funding Source -- State Economic Enhancement and Development Trust Fund;
   ii. State Fiscal Year – FY2014-15;
   iii. CSFA Number – 40.004;
   iv. CSFA Title – Space Florida; and
   v. State Appropriation Category – GAA 2263.

c. CSS-Dynamac shall preserve all contract records for the entire term of this Master Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Master Agreement, or any Task Order Agreement, are resolved.

18. Confidential Proprietary Information. Because work to be performed in conjunction with this Master Agreement may consist of confidential, proprietary and/or trade secret information, SF and CSS-Dynamac are simultaneously entering into a non-disclosure agreement, a copy of which is attached hereto as **Attachment F,** and incorporated herein in its entirety.

19. No Third-Party Beneficiaries. This Master Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties herein.

20. Counterparts. The parties may sign this Master Agreement, or any Task Order Agreement, in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

21. Facsimile Deemed as Original. Acceptance of this Master Agreement, or any Task Order Agreement, may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Master Agreement be deemed to be an original, including signatures.

22. Unauthorized Aliens and Employment Eligibility Verification.

    a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by CSS-Dynamac or any subcontractor cause for termination of this Master Agreement.

    b. CSS-Dynamac and CSS-Dynamac's subcontractors performing work under this Master Agreement, shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the CSS-Dynamac or CSS-Dynamac's subcontractors during the term of this Master Agreement.

    c. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

    d. If CSS-Dynamac or CSS-Dynamac's subcontractors do not have an E-Verify MOU in effect, CSS-Dynamac or CSS-Dynamac's subcontractors must enroll in the E-Verify

system prior to hiring any new employee after the Effective Date of this Master Agreement.

23. Miscellaneous.

a. CSS-Dynamac shall not discriminate against any employee employed in the performance of this Master Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.

b. CSS-Dynamac shall comply with all applicable Federal, State and local laws, rules and regulations.

c. CSS-Dynamac shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

d. CSS-Dynamac shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.

e. CSS-Dynamac affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has CSS-Dynamac been convicted of a Public Entity Crime. CSS-Dynamac agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Master Agreement may result in termination of this Master Agreement by SF.

f. CSS-Dynamac affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has CSS-Dynamac been placed on the Discriminatory Vendor List.

g. To the extent CSS-Dynamac is performing economic development services or similar business assistance services on behalf of SF, CSS-Dynamac shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Master Agreement.

h. This Master Agreement may not be assigned by either party without the prior written consent of the other.

i. This Master Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of, or relating to, this Master Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.

j. If SF is required to institute or defend any legal proceedings in connection with this Master Agreement or any Task Order Agreement, CSS-DYNAMAC agrees to pay the costs thereof, together with reasonable attorney's fees for SF's attorney in the event SF is the prevailing party.

k. CSS-Dynamac shall not use any funds received pursuant to this Master Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

l. This Master Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

The parties are signing this Master Agreement as of the Effective Date.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Consolidated Safety Services, Inc.:

By: _____
Name: Dixie K. Harvey
Title: Vice President, Contracts

Attachment A
Form of the Task Order Agreement

TASK ORDER AGREEMENT NO.: _____
under
MASTER TASK ORDER AGREEMENT NO.: 15-031

This Task Order Agreement is dated _____, 2014, (the "Effective date") and is between **SPACE FLORIDA** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and CONSOLIDATED SAFETY SERVICES, INC., ("CSS-Dynamac"), a Virginia Corporation authorized to do business in the State of Florida.

1. SF and CSS-Dynamac are parties to the above referenced Master Task Order Agreement (the "Master Agreement"), pursuant to which SF now wishes to authorize specified services to be performed by CSS-Dynamac. Unless otherwise specified herein, the services to be provided under this Task Order Agreement shall be subject to the terms and conditions of the Master Agreement.

2. Upon the Effective Date of this Task Order Agreement, CSS-Dynamac agrees to perform the services identified herein.

3. Period of Performance:

4. Statement of Work:

5. Deliverables:

   All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to Debbie Hebert at dhebert@spaceflorida.gov with a cc: to the Project Manager, Pete Eggert, at peggert@spaceflorida.gov.

6. Compensation:

7. Travel Reimbursement: **[If applicable attach Vendor Travel Policy].**

8. Invoicing: All invoices shall be submitted by mail to Space Florida, Attn: Debbie Willhardt, 505 Odyssey Way, Suite 300, Exploration Park, FL 32953. In addition, Contractor may submit the invoices electronically, confirmed returned receipt, to Debbie Willhardt, dwillhardt@spaceflorida.gov with a cc: to the Project Manager, Pete Eggert, at peggert@spaceflorida.gov. All invoices submitted by CSS-Dynamac and approved by SF shall be paid by SF on a net thirty-day schedule.

9. Special Terms:

10. Primary Points of Contact for this Task Order #___:

For Space Florida:

For CSS-Dynamac:

11. The parties are signing this Task Order Agreement as of the Effective Date

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Consolidated Safety Services, Inc.:

By: _____
Name: Dixie K. Harvey
Title: Vice President, Contracts

ATTACHMENT B

SLSL Use Permit

COPY

REAL PROPERTY USE PERMIT AGREEMENT

BETWEEN

THE UNITED STATES

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND

THE STATE OF FLORIDA

SPACEPORT FLORIDA AUTHORITY

FOR

DESIGN, CONSTRUCTION, AND OPERATION

OF THE

SPACE EXPERIMENT RESEARCH & PROCESSING LABORATORY

CUSTOMER AGREEMENT NUMBER: KCA-1683

WCL
WMO

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	AUTHORITY	1
2	PURPOSE AND SCOPE	1
3	TERM OF AGREEMENT	2
4	DESIGN, CONSTRUCTION, & PERMITTING PARTICIPATION	2
5	ENVIRONMENTAL CONDITION OF DESIGNATED SITE	4
6	GENERAL RESPONSIBILITIES	4
7	LIMITATION ON CHARGES TO NASA AND NASA CONTRACTORS	6
8	MAINTENANCE AND OPERATIONS AND UTILITY COSTS	7
9	DISCLAIMER OF NASA FINANCIAL LIABILITIES	7
10	CONSIDERATION	8
11	SCHEDULE AND MILESTONES	9
12	CONSTRUCTION AND ACTIVATION RESPONSIBILITIES	9
13	PERFORMANCE AND PAYMENT BONDS	11
14	INSURANCE	12
15	OPERATIONS	14
16	NASA APPROVAL OF USERS AND USES	15
17	CONTROLS APPLICABLE TO SFA ACTIVITIES	16
18	PROHIBITIONS	17

WSL
WMO

TABLE OF CONTENTS (cont.)

ARTICLE	SUBJECT	PAGE
19	DISPUTE RESOLUTION	18
20	DEFAULT, TERMINATION, EXPIRATION, AND SURRENDER	19
21	NASA RIGHT OF ENTRY	20
22	EASEMENTS AND RIGHTS OF WAY	20
23	REAL PROPERTY	21
24	ASSIGNMENTS, SUBLEASES, AND LICENSES	21
25	AMENDMENT	22
26	LIABILITY AND RISK OF LOSS	22
27	SOVEREIGN IMMUNITY	22
28	NOTICES	22
29	NONDISCRIMINATION	23
30	ENTIRE UNDERSTANDING	23
31	GOVERNING LAW	23
32	ENFORCEABILITY	24
33	TIME	24
34	ANTI-DEFICIENCY ACT	24
EXHIBIT A	DESIGNATED SITE	26
EXHIBIT B	SCHEDULE	28

WS/MMD

TABLE OF CONTENTS (cont.)

ARTICLE	SUBJECT	PAGE
EXHIBIT C	STANDARD TERMS FOR REIMBURSEMENT FOR USE OF NASA RESOURCES	29
EXHIBIT D	PROJECT DEFINITION DOCUMENT	31
EXHIBIT E	GENERAL CONDITIONS FOR FLORIDA AGREEMENTS	33

wd
WMO

1. AUTHORITY

1.1. This Real Property Use Permit Agreement (hereinafter, "Agreement") is entered into by the National Aeronautics and Space Administration, John F. Kennedy Space Center (NASA), an agency of the United States Government (the "Government" or "United States") located at Kennedy Space Center, Florida 32899, pursuant to authority of Sections 203(c)(5) and (6) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. Section 2473, as implemented by NASA Policy Directive (NPD) 1050.1F and 14 CFR 1202.504; and by Spaceport Florida Authority, a public corporation, body politic, and subdivision of the State of Florida (SFA), located at 100 Spaceport Way, Cape Canaveral, Florida 32920 pursuant to the authority of Chapter 331, Part Two, Florida Statutes. NASA and SFA may be referred to jointly as the "Parties," and each separately as a "Party."

1.2. NASA, by virtue of the authority contained in Section 203(c) of the National Aeronautics and Space Act of 1958, as amended 42 U.S.C. Section 2473 has determined in accordance with the provisions of Section 1204.504(e) of Title 14 of the Code of Federal Regulations that (1) the real property interest herein granted is not required for a NASA program, and (2) SFA's exercise of rights granted will not interfere with NASA operations.

2. PURPOSE AND SCOPE

2.1. NASA, by virtue of the National Aeronautics and Space Act of 1958, is directed to conduct its activities so as to contribute to the preservation of the role of the United States as a leader in aeronautical and space science and technology and their applications and to cooperate with other public and private agencies and instrumentalities in the use of services, equipment, and facilities.

2.2. SFA is committed to improving and promoting space activities and the aeronautical and space industries within the State of Florida and providing unified direction for space-related economic growth and educational development.

2.3. In furtherance of the foregoing NASA directive and SFA commitment, NASA hereby grants a leasehold interest in the Designated Site as described in Exhibit A for the construction, use, access, maintenance and operation (as a landlord) of the Space Experiment Research & Processing Laboratory (SERPL) and authorizes SFA to finance, construct, commission, certify as substantially complete, operate, and maintain, all as provided for further in this Agreement the SERPL facility, including required building site work. The SERPL will support NASA science and research activities, the International Space Station (ISS) Program, and other science, research, and technology applications activities. SFA and NASA (the Parties) intend this Agreement to benefit their mutual interests in commercialization of space and related activities

WMO

and support of international space activity. In furtherance of such activities, SFA is authorized to lease SERPL facility space to others in compliance with the terms specified herein.

3. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below and provides for an occupancy of the Designated Site for construction activity and a term of thirty (30) years beginning upon actual SERPL occupancy (Term Beginning Date) and ending thirty (30) years thereafter (Term Expiration Date), unless sooner terminated in accordance with its provisions.

4. DESIGN, CONSTRUCTION, & PERMITTING PARTICIPATION

4.1 The SERPL will be a world-class laboratory facility with capability to host ISS experiment processing and biological and life sciences research. Anticipated research activity includes biotechnology, microgravity, space agriculture, biomedicine, and other fields of biological and life sciences. The SERPL will be the magnet facility for a proposed adjacent 400-acre Space Commerce Park.

4.2 Project Managers and Construction. Each Party will participate in SERPL design and construction. NASA shall appoint a NASA Project Manager (NPM) and SFA shall appoint an SFA Project Manager (SPM). The NPM will lead the design and activation phases of the SERPL and the SPM will lead the construction phase of the SERPL.

4.3 Design Phase. Under the direction of the NPM, the NASA awarded design contract will be administered under NASA contract procedures. During the design phase, NASA shall regularly furnish to the Florida Department of Management Services (DMS), as agent for SFA, copies of SERPL design documents. NASA will receive and consider timely design review comments from DMS at each design review stage. NASA shall cooperate with the SFA/DMS effort to establish a guaranteed maximum price ("GMP") contract with its construction manager prior to completion of the 100% design phase. The GMP shall not exceed SFA's identified, authorized, available funds ("SFA Budget"). NASA assumes all SERPL design cost.

4.4. Construction Phase. SFA shall construct the SERPL in accordance with approved State of Florida contracting procedures using DMS Construction Management at Risk Contracting, contingent upon appropriation of funds by the Legislature of the State of Florida and receipt thereof from the State of Florida. The SPM will lead the construction phase and will provide day-to-day oversight of the construction activities. The SPM will utilize the NASA Architect-

WSL
WMO

Engineer design contractor's Construction Administration Services and the State of Florida Construction Monitoring Services during SERPL construction. SFA shall have the responsibility for assuring that the construction of the SERPL materially conforms to the design plans and specifications provided by NASA not to exceed the SFA Budget. SFA shall be responsible for all construction cost, including utility connection fees and NASA contractor required support for utilities connection not to exceed the SFA Budget.

4.5 Permitting. NASA shall be responsible for obtaining all required environmental permits in a timely manner. SFA shall be responsible for obtaining all required building permits in a timely manner.

4.6 Activation Phase. Under NPM direction, NASA shall be responsible for SERPL activation in accordance with an Activation Plan to be prepared by NASA.

4.6.1 Activation shall include:

(i) Provide and as required install telephone and facsimile transmission end instruments and computers as required by NASA programs.

(ii) Provide and as required install NASA required non-fixture laboratory equipment.

(iii) Final connection of all SERPL communication systems to the NASA communication infrastructure.

(iv) Provide and install specialized security systems required for NASA programs.

(v) All specialized procedures and equipment required for the intended use by NASA or its contractors.

4.6.2. SFA will provide joint occupancy during construction as reasonably required for NASA activation provided, however, that SERPL construction progress shall not be unreasonably impeded or delayed by such occupancy.

4.6.3. Premise wiring and infrastructure for all activation required systems, including conduits and power, shall be provided by SFA as part of SERPL construction in accordance with the approved design and not to exceed the SFA Budget.

4.6.4. NASA shall be responsible for all activation costs other than infrastructure.

WM
WMO

5. ENVIRONMENTAL CONDITION OF DESIGNATED SITE

5.1. As soon as practical after execution of this Agreement, and prior to the initiation of construction, SFA agrees to prepare an Environmental Condition Report (ECR), signed by representatives of NASA and SFA. The ECR will set forth those environmental conditions and matters on and affecting the Designated Site as of the Term Beginning Date, as determined from the records and analyses reflected therein.

5.2. Upon the Term Expiration Date or earlier Termination of this Agreement, an updated ECR shall be promptly completed and signed by representatives of NASA, SFA, and any assignee or sub-lessee of SFA or of NASA as deemed appropriate by the Parties. The ECR update will set forth those environmental conditions and matters on and affecting the Designated Site on the Term Expiration Date or earlier Termination date of this Agreement. The vacating Party shall be responsible for preparing such ECR.

6. GENERAL RESPONSIBILITIES

6.1. NASA hereby authorizes SFA to engage in the following activities upon the Designated Site, at SFA's sole cost and expense, not to exceed the SFA Budget, during the design and construction of the SERPL, contingent upon appropriations of funds from the Legislature of the State of Florida and receipt thereof from the State of Florida, and SFA will use reasonable efforts to:

6.1.1. Comply with all applicable NASA safety and security requirements for SFA's SERPL related activities at KSC which shall be the same as apply to NASA and NASA contractors and which are identified in Condition 17.2.

6.1.2. Finance, construct, commission, certify as substantially complete, operate (as defined in Condition 2.3. above) and maintain (as provided for in Condition 8 hereinafter), and lease for space for NASA mission related purposes a 100,000 (more or less) square foot SERPL facility with associated site work and a driveway from Kennedy Parkway , including all services sufficient to complete construction in accordance with the NASA provided design not to exceed the SFA Budget.

6.1.3. Provide street, road, and sidewalk construction; utility and civil infrastructure construction; including all construction required for security; sanitation; electrical power, communications, sewage removal, stormwater treatment, and other utilities not to exceed the SFA Budget.

WMO

6.1.4. Commencing upon the SERPL substantial completion date, as determined jointly by the SPM and NPM, continuously make available and provide by annual lease or similar arrangement to NASA or its contractors at a total annual charge not to exceed amounts specified in Condition 7, below, all SERPL research, processing, and associated administrative support space as may be required in the conduct of NASA programs and for which funds are available. As may be approved by NASA, SERPL space not required for NASA programs may be provided by SFA to third-party users in accordance with the terms and conditions of this Agreement to the extent available and not interfering with NASA program utilization.

6.1.5. Comply with all laws, requirements and regulations applicable to SFA or its activities on Government-owned property, whether issued by a NASA field installation or other Government authority. In the event SFA believes there is a conflict between laws, requirements, or regulations, SFA shall promptly bring such inconsistency to the attention of the NPM.

6.1.6. Funding for the site preparation for the SERPL shall be provided through SFA as a portion of the SFA Budget under a Florida Department of Transportation (FDOT) project grant. The grant from FDOT to SFA also includes funding for the construction by NASA of the SFA portion of the public access roadway to connect from NASA Causeway (State Road 405) to Kennedy Parkway (State Road 3) the proposed Space Commerce Park. The construction of the connector road is not part of this Agreement. That portion of the FDOT grant funding related to the road construction is addressed by separate agreement between NASA and SFA.

6.2. NASA, at its sole cost and expense, subject to availability of funds, will use reasonable efforts to:

6.2.1. Provide the Designated Site for the exclusive purpose of construction and operation of the SERPL and such incidental facilities, easements and rights of entry as are contemplated and necessary under this Agreement.

6.2.2. Provide the SERPL design, including architectural and engineering services, sufficient to provide adequate plans and specifications for complete SERPL construction and activation. (Providing such design shall not establish any commitment or obligation to use or pay for use of SERPL space.)

6.2.3. Design, equip, operate, and manage all SERPL laboratories and specialized research areas as required for NASA programs.

6.2.4. Annually provide a Facility Utilization Plan establishing projected requirements for NASA program use of the SERPL for the calendar

WD
WMO

year, to be provided to SFA at a reasonable date in advance of the utilization period reported.

6.2.5. Provide SERPL fire and rescue services, emergency response, and security services at no expense to SFA absent a material impact upon NASA due to SFA activities.

6.2.6. Operate and maintain mission-related experiment and research equipment required solely for NASA programs.

6.2.7. Prepare, process, and update as necessary the appropriate documentation as required under the National Environmental Policy Act (NEPA), specifically an Environmental Assessment, to support SERPL implementation.

6.2.8. Provide reasonable access to the facility, including a working security arrangement whereby personnel, contractors, support personnel, visitors, and other individuals requiring SERPL access will be integrated into the KSC security and visitor control process, including badging, as decided by NASA in its sole discretion, to be necessary. In its sole discretion, NASA may increase or decrease security levels and procedures required for access to the facility and grounds and may discontinue or reinstate any or all security requirements for access to the grounds at various times as deemed appropriate by NASA.

6.2.9. To the extent that NASA identifies program requirements and available funds for SERPL research, processing, and associated administrative support space, NASA shall satisfy such requirements or authorize its support contractors to satisfy such requirements through annual lease from SFA or similar arrangement for use of the SERPL space, *provided that* any such arrangements shall be in compliance with applicable laws, rules, regulations, and policy and at prices limited by Condition 7, below.

7. LIMITATION ON CHARGES TO NASA AND NASA CONTRACTORS

7.1. The total of all rental, leasing, and other charges to NASA and its contractors for all required SERPL space for any period shall not exceed a fair and reasonable price or fair market value for such required space, considering all relevant factors, including comparable facilities in the general area; and

7.2 Under any arrangement to provide required SERPL space to NASA or its contractors, the total of all rental, leasing, and other charges to NASA and its contractors for use of any portion of or the entire SERPL shall not exceed $1.2 million annually (escalated 3% per year after 1999).

wd WMO

8. MAINTENANCE AND OPERATIONS AND UTILITY COSTS

8.1. For periods in which the SERPL is predominantly occupied by NASA or its contractors, SFA shall be responsible for SERPL O&M costs in the fixed amount of $400,000.00 per year (escalated 3% per year after 1999) (the SFA O&M Budget). Payments will commence upon substantial completion of SERPL construction and predominant occupancy by NASA or its contractor and will be paid to NASA or its contractor to be applied to overall SERPL O&M costs. For periods in which the SERPL is predominantly occupied by NASA or its contractors, SFA shall have no other SERPL O&M responsibility.

8.2. Except for periods of NASA or its contractor's predominant occupancy as described in Condition 8.1, above, SFA within the SFA O&M Budget shall be responsible for all costs of SERPL maintenance and operation (O&M). During any such period as described in this condition 8.2 SFA shall not be obliged to make payment to NASA or its contractors of the $400,000.00 per year (escalated 3% per year after 1999) described in condition 8.1 herein. SFA shall not be responsible for costs of specialized maintenance uniquely related to NASA program requirements, such as disposal of unusually hazardous biological or radiological material and maintenance of scientific or experimental equipment or fixtures, that do not support building systems.

8.3. As used in this Condition 8, SERPL O&M costs include, but are not limited to, all costs for grounds keeping and building exterior maintenance, stormwater treatment system maintenance, janitorial services, painting, and building systems O&M, including, but not limited to mechanical, plumbing, electrical, HVAC, premise wiring, communications, security, and specialty systems.

8.4. NASA shall be responsible for utility cost and payment of bills for electricity, water, communications, and sewage disposal for portions of the SERPL occupied by NASA or its contractors, and SFA shall assess no charges or fees against NASA related thereto nor shall SFA be responsible for any NASA or its contractors' utility costs. The cost and payment of such utility bills are not considered to be SERPL O&M costs for the purposes of Condition 8.

8.5. SFA shall ensure reimbursement in accordance with applicable procedures of Exhibit C to this Agreement to NASA for utility cost allocable to approved, exclusive, non-NASA use arranged by SFA.

9. DISCLAIMER OF NASA FINANCIAL LIABILITIES

9.1. Unless otherwise specifically agreed to in this Agreement, NASA shall have no obligation to:

WSI
WMO

(a) Make any payment to defray any SFA costs

(b) Defray any losses sustained by SFA

(c) Assume any indebtedness of SFA

(d) Provide any funds, utilities, facilities, maintenance, personnel, exhibits, training or other services unless specifically set forth in this Agreement.

9.2. Unless specifically agreed otherwise in writing, SFA shall, within the SFA Budget, fund and be responsible for any and all costs caused by any SFA change orders, SFA cost overruns, or SFA budget revisions during project implementation and operation (as defined in Condition 2.3, above), and shall not charge such costs back to NASA or its contractors or subcontractors. If such costs are the result of actions by NASA or its contractors or subcontractors the party responsible shall be obligated to make payment.

9.3 Except as provided for otherwise herein, all SERPL building construction phase costs, to include commissioning by SFA contractors, including utilities connections, will be the responsibility of SFA.

10. CONSIDERATION

10.1. SFA shall pay to NASA in cash the rental fair market value of the Designated Site in the amount of NINETEEN THOUSAND TWO HUNDRED DOLLARS US ($19,200.00) per year, beginning on the Term Beginning Date, payable annually in advance on or before January 15 of each year to commence upon the year following the date of substantial completion of SERPL. The cash payment amount shall be adjusted every five (5) years thereafter pursuant to Conditions 10.1.1 and 10.1.2 below ("Adjustment Date"). Compensation shall be made payable to NASA-Kennedy Space Center (KSC) and forwarded by SFA to:

National Aeronautics and Space Administration
John F. Kennedy Space Center
"Collections Agent"
Mail Code: GG-B-B
Kennedy Space Center, FL 32899

10.1.1. The cash payment amount shall be adjusted on each Adjustment Date to reflect the fair market value of the Designated Site (exclusive of SFA-owned improvements thereon) as determined by an appraisal performed within ninety (90) days of the Adjustment Date.

WSD
WMD

10.1.2. The amount payable by SFA to NASA following an Adjustment Date shall in no event be less than the amount payable to NASA during the last Agreement year prior to such Adjustment Date.

10.2. For any period in which Designated Site improvements are predominantly occupied by agencies of the United States or their contractors, the cash payment reflecting the fair market value shall be waived.

10.3. SFA shall also pay to NASA on demand any reasonable sum which may have to be expended after the expiration, revocation, or termination of this Agreement in restoring the premises to the condition required by Condition 20.8. below.

11. SCHEDULE AND MILESTONES

The scheduled major milestones for the design, construction, commission and activation of facilities are as indicated in Exhibit "B".

12. CONSTRUCTION AND ACTIVATION RESPONSIBILITIES

12.1. NASA is responsible for providing a design that meets the requirements for the SERPL, including infrastructure inside the facility and utilities for the entire site. NASA and it's design Architect-Engineer shall cooperate with SFA, DMS and their Construction Management Contractor during the design phase to provide a scope of design that can be constructed within the SFA Budget.

12.2. All construction work under this Agreement shall conform to design plans and specifications provided by NASA not to exceed the SFA Budget

12.3. All changes to the design plans and specifications after completion of the design phase must be approved by the NPM and the SPM prior to incorporation into the construction. SFA will utilize the Florida State DMS as its agent for construction activity. DMS will provide the NPM two (2) sets of all shop drawings, and changes to plans and specifications (e.g., change orders, engineering orders, changes, Requests for Information, deviations, waivers). The NPM will provide review comments to DMS within 2 weeks of receipt. Any non-concurrence by NASA shall be resolved prior to disposition/approval of change orders, deviations or waivers.

12.4. Environmental permit applications will be completed by NASA. Copies of permits and renewals will be made available to SFA as needed for project construction. If determined advantageous by NASA, SFA, at no expense to SFA, will serve as governmental sponsor for NASA's Environmental Permit

WSL WMO

Application utilizing the State of Florida's "Fast Track" permitting procedures. SFA shall not be held accountable for any delay in permit approval that may delay construction start.

12.5. SFA, through DMS, will engage the NASA Architect-Engineer design contractor to provide Construction Administration Services, to include shop drawing review, answering of contractor requests for information, review of contractor invoices, and periodic review of the construction for conformance to the intent of the construction documents, not to exceed the SFA Budget.

12.6. NASA shall have the right to review all construction bid/proposal responses prior to award of any construction contract. NASA and SFA shall ensure that necessary funding for construction, including a reasonable contingency fund, is in place prior to the award of any construction contract. No construction, including site work, shall commence until NASA has consented thereto in writing. Upon completion of construction, SFA shall submit to NASA a complete set of as-built drawings prior to any dedication event.

12.7. NASA monitoring of all construction shall be in accordance with procedures prescribed by NASA, and will include NASA reviews and approvals at specific major milestones, including but not limited to the following:

(a) Selection of construction contractors;

(b) Periodic reports, review and inspection by the NPM of construction progress in cooperation with SFA, DMS and SFA's Construction Management Contractor;

(c) Review of all shop drawings and changes;

(d) Participation in all project/construction meetings;

(e) Final inspection and acceptance; and

(f) Submissions of a complete set of as-built drawings to NASA.

12.8. All costs incurred by NASA and its contractors to review Shop Drawings, as builts and to conduct inspections will be NASA's responsibility.

12.9. SFA will provide day-to-day oversight of construction activities, and will be responsible for construction conforming to design plans and specifications not to exceed the SFA Budget.

12.10. Unless otherwise approved in writing by NASA, during construction, provisions shall be made by SFA to ensure that vehicular traffic on area roads are not unreasonably impacted by construction activities.

WEL WMO

12.11. All construction shall cease at least 24 hours prior to any scheduled Space Shuttle Launch and shall not resume until at least 2 hours after successful completion of each Space Shuttle Launch. Otherwise, construction work is allowed between 6 a.m. and 6 p.m. daily. Any deviations shall be approved by the NPM.

12.12. SFA will be responsible through its construction contractor to address, fix, and resolve all punch list items relating to deviations from the Construction Documents that are identified by NASA and end users during final walk down.

12.13. SFA is responsible for obtaining all required documentation for commissioning and O&M of all facilities, systems and equipment procured and constructed by the construction contractor. Required documentation includes, but is not limited to, all vendor data to include operations and maintenance manuals, catalog cuts, testing data, maintenance procedures, parts catalogs, vendor recommended spares, and as-built drawings for all facilities, systems and equipment constructed or installed by SFA. SFA will provide Certificates of Completion as required for permits to NASA for submittal to the appropriate regulatory agencies. SFA will provide copies of all documentation, certificates, permits, and other data to NASA.

12.14. The parties acknowledge that utilities necessary for the construction, operation and maintenance of contemplated facilities are not available. All utilities necessary for facility construction, operation, and maintenance shall be constructed by SFA from the SFA Budget. SFA will be allowed to connect to NASA communications, electrical, natural gas and water systems and sewer treatment facilities and other necessary utilities.

12.15. Any increase in the scope or dimension of the approved SERPL design by NASA shall require the joinder and consent of SFA.

12.16. Mechanics and laborers, including apprentices and trainees, who may be employed or work directly on the site of construction shall be paid labor rates in accordance with the provisions of the Davis-Bacon Act, 40 USC 276a and 40 USC 276c.

13. PERFORMANCE AND PAYMENT BONDS

13.1. Prior to beginning work on the Kennedy Space Center under any contract for construction pursuant to this Agreement, SFA shall cause the construction contractor to provide, in a form acceptable to SFA and NASA, two bonds for each contract; specifically, a performance bond and a payment bond,

WSL WMO

each with a good and sufficient surety or sureties acceptable to NASA and SFA. SFA and NASA shall be named on such bonds as co-payees.

13.2. The penal amount for each performance bond shall be 100% of the contract value at the time of the award. Performance bonds shall be submitted in the form and following the procedures in Federal Acquisition Regulation (FAR) 52.228-15 and FAR Part 28.

13.3. Payment bonds shall be submitted in the form and following the procedures in Federal Acquisition Regulation (FAR) 52.228-15 and FAR Part 28. In addition:

(a) When the contract value is $1 million or less, the penal sum will be 50% of the contract value.

(b) When the contract value is in excess of $1 million but not in excess of $5 million, the penal sum shall be 40% of the contract value.

(c) When the contract value is more than $5 million, the penal sum shall be $2.5 million.

13.4. SFA shall promptly furnish additional bond security required to protect NASA and persons supplying labor and materials under any contract for construction entered into pursuant to this Agreement if:

(a) Any surety upon any bond furnished under the above paragraphs becomes unacceptable to NASA in the reasonable exercise of its discretion;

(b) Any surety fails to furnish reports on its financial condition as reasonably required by NASA; or

(c) The contract value of any contract for construction entered into pursuant to this Agreement is increased so that the penal sum of any bond becomes inadequate in the reasonable opinion of NASA.

14. INSURANCE

14.1 Insurance Requirements for SFA. SFA shall procure and maintain casualty insurance insuring the improvements constructed and owned by SFA at the SERPL in an amount equal to the replacement value of such improvements as determined by DMS.

WMO

14.2 Insurance Requirements for NASA. NASA shall provide self-insurance consistent with federal law and policy in connection with the SERPL, as follows:

(a) Casualty responsibility and risk of loss covering all NASA laboratory equipment, machinery, and inventory;

(b) Federal employee's compensation for occupational injury and illness in compliance with the Federal Employee's Compensation Act as applicable and other applicable Federal law;

(c) General comprehensive liability responsibility in accordance with the Federal Tort Claims Act.

14.3. Insurance Requirement for Contractors and Subcontractors. SFA and NASA shall require that any contractor, subcontractor or operator performing work pursuant to or in furtherance of this Agreement shall provide and maintain during the duration of such contract, subcontract or operating arrangement at least the kinds and minimum amounts of insurance required in Condition 14.3.1 below. Each such policy shall name SFA and NASA as additional insureds and, as appropriate, joint loss payees. The minimum amounts required may, on a case-by-case basis, be adjusted by mutual agreement between NASA and SFA.

14.3.1. Before commencement of any work pursuant to this Agreement, SFA and NASA shall require each contractor, subcontractor or operator under this Agreement to provide certificates of insurance evidencing that the required insurance has been obtained and is in force. All such policies shall contain an endorsement stating that any cancellation or material change shall not be effective unless at least thirty (30) days prior written notice is provided to SFA and NASA. SFA and NASA will require each contractor, subcontractor or operator to produce and maintain during the entire period of their performance under this Agreement the following minimum amounts and types of insurance:

(i) Worker's compensation and employer's liability insurance in compliance with applicable worker's compensation and occupational disease statutes with a minimum limit of $100,000.00 per incident.

(ii) General comprehensive liability insurance with minimum limits of $1,000,000.00 for injury to one person arising out of a single incident and $3,000,000.00 for injuries to more than one person arising out of a single incident, and $1,000,000.00 for property damage;

WMO

(iii) Comprehensive automobile insurance which shall include bodily injury and property damage covering all owned, non-owned, hired and government-furnished vehicles with minimum limits of $1,000,000.00 for bodily injury and property damage per occurrence.

15. OPERATIONS

15.1. NASA, in the exercise of its reasonable discretion, may direct SFA to take corrective action to cure any noncompliance by SFA with this Agreement's terms and conditions, written or implied. SFA will cure any noncompliance in its operations as reasonably directed by NASA and demonstrate to NASA's reasonable satisfaction that any cause of noncompliance has been corrected. NASA shall in no way be liable for any expense or loss of revenue by SFA resulting from corrective action directed by NASA for events of noncompliance by SFA.

15.2. SFA, in the exercise of its reasonable discretion, may direct NASA to take corrective action to cure any noncompliance by NASA with this Agreement's terms and conditions, written or implied. NASA will cure any noncompliance in its operations as reasonably directed by SFA and demonstrate to SFA's reasonable satisfaction that any cause of noncompliance has been corrected. SFA shall in no way be liable for any expense or loss of revenue by NASA resulting from corrective action directed by SFA for events of noncompliance by NASA.

15.3. SFA shall, at its cost and subject to approval by NASA, replace, repair, or refurbish any fixtures, facilities, grounds, utilities, or equipment which may be damaged or destroyed as a result of SFA activities unless such damages or destruction result from the action, failure or negligence of NASA or its contractors or its subcontractors.

15.4. SFA agrees all permanent and substantial facility or grounds modifications shall be approved in advance by NASA and shall require Agreement revision. NASA may review construction design and associated drawings for future modifications. Any construction plans estimated to cost $50,000 or more must be supported by a Project Definition Document supplying all information required by the Project Definition Document requirements specified in Exhibit "D" to this Agreement, including a NASA Form 1509 "Facility Project-Brief Project Document. Any additional information needed by NASA to complete its review shall be provided by SFA upon receipt of any such NASA request. NASA shall have the right to approve or reject any or all construction plans and utility designs. NASA shall approve, at NASA's option in the exercise of its reasonable discretion, schedules, plans, and contracts for all modifications,

WD WMD

additions, or deletions to the extent NASA reasonably deems necessary to protect its interests.

15.5. SFA shall be responsible for the identification of requirements and cost impact, developed in consultation with NASA, for KSC services (e.g., medical, fire, security) in support of non-NASA activities arranged by SFA pursuant to this Agreement. In accordance with applicable procedures of Exhibit C to this Agreement, SFA shall reimburse NASA the full cost of all impacts upon KSC operations or services arising from SFA arranged non-NASA activities in the SERPL and associated facilities, including, but not limited to, any and all costs associated with increased visitors, population, and traffic on KSC and increased costs related thereto for such services. The Parties shall agree on a reasonable allocation of cost responsibility to SFA under this Condition 15.5, and any such agreement shall be based on and fully compliant with applicable Federal laws, rules, regulations, and policies, including NASA and KSC directives. SFA shall not be responsible under this Condition 15.5 for any costs associated with visitors entering under the auspices of the NASA visitors program or any other NASA program or Federal program.

15.6. NASA or its contractors shall be responsible for obtaining or maintaining accreditations or certifications for NASA operating laboratories, such as accreditation by the Association for Assessment and Accreditation of Laboratories for Animal Care. SFA shall have no responsibilities with relation to these accreditations or certifications.

15.7. SFA shall implement or allow NASA to implement all facility modifications as may be requested by NASA to accommodate program requirements, *provided that* such modification shall not unreasonably interfere with SFA's use of its property, and *provided further* that an equitable adjustment to the financial terms of this Agreement shall be made if the costs of either Party are affected.

16. NASA APPROVAL OF USERS AND USES

NASA shall have absolute and sole discretion without limitation to approve or disapprove any proposed user or use of the SERPL and associated facilities. Other than good faith, there shall be no limitation on the KSC Director's discretion to disapprove or conditionally approve users or uses, any other provision(s) of this Agreement notwithstanding. The Director's decisions to approve, disapprove, or conditionally approve any use or user shall not be subject to dispute, protest, or objection by SFA or any other entity.

WJ
NMO

17. CONTROLS APPLICABLE TO SFA ACTIVITIES

17.1. SFA activities are subject to, and SFA shall comply with, all KSC coordination and operational requirements, including, but not limited to approval and permit requirements for utility and communication outage coordination, burning, digging, scheduling/access, safety requirements, badging approval, and labor requirements. NASA will provide SFA with points of contact for coordination.

17.2 The following KSC management instructions, and subsequent revisions thereof, which prescribe regulatory procedural criteria applicable to SFA and the SERPL, are applicable to this Agreement and are incorporated herein by reference:

(a) KHB 1040.1G "KSC Comprehensive Emergency Preparedness Plan"

(b) KHB 1200.1D "Management of Facilities, Systems & Equipment Handbook"

(c) KHB 1610.1B-1A "KSC Security Handbook"

(d) KHB 1710.2D "Kennedy Space Center Safety PracticesHandbook"

(e) KMI 1710.18A "KSC Safety Assurance Policy"

(f) KMI 1800.2D "KSC Chemical Hazard Communication Program"

(g) KMI 1810.1I "KSC Occupational Medicine Program"

(h) KMI 1860.1E "KSC Radiation Protection Program"

(i) KHB 1820.4C "KSC Respiratory Protection Program"

(j) KHB 1840.1C "Industrial Hygiene Handbook"

(k) KHB 1860.2B "KSC Nonionizing Radiation Protection Program"

(l) KMI 1870.1C "KSC Sanitation and Pollution Control Program"

(m) KHB 2570.1B "KSC Radio Frequency Spectrum Management Handbook"

WSC NMO

(n) KHB 8800.6C "KSC Environmental Control"

(o) KHB 8800.7C "Waste Management Handbook"

(p) KMI 8800.8A "KSC Environmental Management"

These issuances set forth regulatory and procedural criteria that are applicable to SFA for the purposes of this Agreement. NASA shall make such management instructions electronically available to SFA. NASA approval in writing shall be obtained prior to implementation of any proposed deviations to such issuances. SFA will provide NASA two (2) copies of all requests for deviations. NASA will approve or disapprove the request for deviation within 2 weeks of receipt. Upon receipt of notice from NASA of any material noncompliance with any provisions of KMIs or KHBs, SFA shall promptly take corrective action.

17.3. SFA activities under this Agreement shall be subject to the technical surveillance of NASA. As used herein, the term "technical surveillance" includes written and/or oral advice on policy matters, technical advice, procedural guidance and general management, all of which shall be rendered in good faith and recognition of the partnering between the Parties.

18. PROHIBITIONS

18.1. Except with the written consent of NASA, SFA shall not:

18.1.1. Represent itself or permit itself to be represented to the public as an agent of, or part of, the United States Government or NASA by the use of words or symbols implying identification with the United States Government, Kennedy Space Center, or NASA (i.e., on any letterhead or billhead, or on any signs, displays or in any other manner whatsoever).

18.1.2. Permit any contractor or other organization to use the SERPL premises or assign to another all or any part of SFA operations without first obtaining the written consent of NASA pursuant to Condition 24, below.

18.1.3. Use the SERPL or the Designated Site for funds solicitations of any kind unless specifically approved in writing by NASA.

18.1.4. Construct, erect or distribute any sign (including road signs) advertising, presentations or similar materials to be displayed, presented or otherwise made available to the public unless previously approved in writing by NASA. SFA shall be granted signage identifying SERPL as a project of SFA sufficient as to both quantity and quality to fairly and properly reflect the involvement and investment of the State of Florida in SERPL. In addition, there

WD WMO

shall be permitted a flag pole or poles for the flying of the United States flag and the State of Florida flag in conjunction with the NASA flag.

18.1.5. SFA shall not sell, or permit the sale, of beer, wine, or other intoxicating liquors on the Designated Site.

19. DISPUTE RESOLUTION

19.1. The provisions of this Condition 19 shall be used to resolve disputes between the Parties which have not, after reasonable effort, been resolved informally. Either Party may invoke this Condition 19 to resolve a dispute. The procedures under this Condition 19 may be modified through mutual consent of the Parties.

19.1.1. The NPM and the SPM shall be each Party's principal point of contact (PPOC) for resolution of disputes arising under this Agreement.

19.1.2. If a dispute cannot be resolved informally within ten (10) working days after specific written notice of disagreement, the matter shall be submitted, in writing, to each Party's PPOC identified above. The PPOCs will then have ten (10) working days within which to resolve the dispute.

19.1.3. If the PPOCs are unable to resolve a dispute within ten (10) working days, either PPOC may refer the dispute to the Deputy Director, KSC and the SFA Executive Director for joint resolution. If these two officials are unable to resolve the dispute within a reasonable time, the Director, KSC will issue an agency decision which shall be final as to all issues raised by the written submission required by Condition 19.1.2., above. The decision of the Director, KSC for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, SFA shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, SFA shall proceed diligently with the performance of this Agreement in accordance with the Center Director's decision. This Condition does not preclude consideration of law questions in connection with decisions provided for above; provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

19.2. The Parties intend all reasonable efforts shall be made to resolve disputes informally prior to invoking the provisions of this Condition 19.

LS/NMO

20. DEFAULT, TERMINATION, EXPIRATION, AND SURRENDER

20.1. The failure of either Party to comply with any material provision of this Agreement, where such failure to comply continues for thirty (30) calendar days after delivery of written notice thereof by either Party to the other, shall constitute a default or breach of this Agreement by the defaulting Party and constitute grounds to terminate this Agreement or to pursue any remedies that may be available either in law or in equity. If, however, the time required in the exercise of reasonable diligence to return to compliance exceeds the thirty (30) day period, the defaulting Party shall not be deemed to be in default or breach if within such period such Party shall begin and diligently pursue the actions necessary to bring it into compliance with this Agreement in accordance with a compliance schedule approved by the non-defaulting Party.

20.2. No default or breach shall be deemed to have occurred for any period of time during which the Parties are attempting to resolve a dispute, pursuant to the procedures provided for in the Condition 19, above, in relation to the actions or inactions which are the subject of the alleged default or breach. If, pursuant to dispute resolution, a default or breach is determined to have occurred, the period for cure shall not begin until the next regular business day after the final decision on the dispute is issued.

20.3. After prior warning notice given in writing to SFA and allowing reasonable time to cure delays, NASA may terminate this Agreement, without any cost or liability to NASA, in the event that progress on the construction of the SERPL materially fails to proceed in accordance with the agreed construction schedule included in Exhibit B ("Schedule"). The termination notice for insufficient progress shall be effective as of a date to be specified therein, which shall be at least sixty (60) but not more than ninety (90) calendar days after its receipt by SFA.

20.4. This Agreement may be terminated only in its entirety, and without cost to the Government, if there has been a determination by the NASA Administrator, that the compelling interests of the national space program, the national defense, or the public welfare require such termination and a 30-day notice, in writing, has been given to SFA that such determination has been made.

20.5. Written notice of any termination shall be given SFA by the Director, KSC and, except as may be otherwise provided for herein, the termination shall be effective as of the date specified in such notice, but no earlier than 30-days after the receipt of the notice by SFA. SFA or its assignees or sub-lessees shall be liable for all costs, consistent with law and NASA policy, which are incurred as a result of termination by NASA but shall not include its contractors or subcontractors.

wsd
WMO

20.6. NASA shall not be liable for any costs, loss of profits, revenue or other direct, indirect, or consequential damages incurred by SFA, its contractors, subcontractors, customers, assignees or sub-lessees as a result of the termination by NASA pursuant to this Condition 20.

20.7. This Agreement may be terminated by SFA if NASA has no program requirement or funds available for NASA program SERPL use, payment by NASA or its contractors for SERPL use is discontinued for a period of one year, and SFA is unable after all due diligence to obtain commercially reasonable arrangements or other use acceptable to NASA to replace SFA's lost revenue. NASA shall retain discretion to approve or disapprove any proposed SERPL use in any event, financial or other SFA considerations notwithstanding.

20.8. SFA shall vacate and surrender the Designated Site, and remove the SERPL and related improvements (excluding foundations), within 60 days from the Term Expiration Date as set forth in this Agreement, or its earlier termination. SFA shall, at its own expense, remove all property not belonging to NASA or its agents or contractors from the Designated Site and restore the Designated Site to as good order and condition, reasonable wear and tear and damage beyond the control of SFA excepted, as that existing on the effective date of this Agreement. If SFA fails or neglects to remove its property, then, at the option of NASA, the property shall either become the property of the United States without compensation, or NASA may cause it to be removed and the Designated Site to be so restored at the expense of SFA, and no claim for damages against the United States or its officers, employees, or agents shall be created by or made on account of such removal and restoration work. Surrender of such property shall not be deemed to be a payment of rent in lieu of any rent due under this Agreement.

21. NASA RIGHT OF ENTRY

Representatives of NASA shall have the right at any time to enter upon the SERPL and Designated Site and any property constructed or being constructed by SFA pursuant to this Agreement, for any purpose connected with the administration of the NASA Kennedy Space Center, NASA programs, connected services, or NASA use of the property, but not so as to unreasonably interfere with SFA's use of such property.

22. EASEMENTS AND RIGHTS OF WAY

NASA reserves to itself the right to construct, use, and maintain across, over, and under the Designated Site for purposes of electric transmission, communications, water, gas, gasoline, oil and sewer lines, and other utilities, in such manner as not to create any unreasonable interference with SFA's use of

WM WMO

the Designated Site. Subject to NASA safety and security considerations, NASA agrees to grant and does hereby grant to SFA such easements, rights of entry, corridors or other access necessary for ingress and egress of persons, vehicles, equipment, utilities and other services required for the construction, access, use, operation, maintenance and, if required, demolition of SERPL.

23. REAL PROPERTY

NASA shall retain title to all real property within the SERPL Designated Site, with the exception of buildings financed, constructed, maintained, and operated by SFA during the period of this Agreement. During the effective period of this Agreement, the SERPL will be considered real property owned by SFA.

24. ASSIGNMENTS, SUBLEASES, AND LICENSES

24.1. SFA shall neither transfer nor assign this Agreement or any interest therein or any property on the Designated Site, nor sublet the Designated Site or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Agreement without the prior written consent of the Director, KSC. No transfer or assignment of any such interest, no matter how entered into, shall be effective, nor shall any assignee, transferee or user acquire any rights to or under this Agreement, unless prior consent to any such assignment, transfer or use is obtained from NASA.

24.2. A request for approval of any assignment of any interest by SFA shall be in writing delivered to the Director, KSC. Any consent by NASA to any act of assignment or sublease hereunder shall be held to apply only to the specific transaction thereby authorized, and such consent shall not be construed as a waiver of the duty of SFA to obtain such consent to any other assignment or sublease.

24.3. Any assignment or sublease granted by SFA shall be consistent with all of the terms and conditions of this Agreement and shall terminate immediately upon the Expiration Date or any earlier Termination of this Agreement, without any liability on the part of NASA to SFA or any assignee or sub-lessee. Under any assignment or sublease made, with or without consent, the assignee or sub-lessee shall be deemed to have assumed all of the obligations of SFA under this Agreement. No assignment or sublease of this Agreement shall relieve SFA of any of its obligations hereunder.

24.4. SFA shall furnish to NASA, for its prior written consent, a copy of each agreement of assignment or sublease it proposes to execute. Such consent may include the requirement to delete, add, or change provisions

wd NMO

in the sublease instrument as NASA may deem reasonably necessary to protect its interests.

25. AMENDMENT

This Agreement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties hereto. Amendments to this Agreement executed on behalf of NASA shall be signed at the level of the Director, Facilities Engineering Division, NASA Headquarters.

26. LIABILITY AND RISK OF LOSS

26.1. Each party agrees to assume liability for its own risks associated with activities undertaken in this agreement.

26.2. Except as is otherwise provided for herein, neither Party shall have any liability for the acts, omissions, or negligence of the other Party, its agents, servants, or employees. In all instances applicable hereto, each Party shall be responsible for any and all injury or property damage arising on, upon, or in connection with its activities under this Agreement.

27. SOVEREIGN IMMUNITY

By the execution of this Agreement, neither Party nor any agency or subdivision of either Party waives any defense of sovereign immunity or increases the limits of its liability.

28. NOTICES

All notices given under this Agreement shall be in writing and shall be served by certified mail, return receipt requested, or by hand delivery to the last address of the party to whom notice is to be given. NASA and SFA hereby designate their addresses as follows:

NASA: John F. Kennedy Space Center, TA-F
Kennedy Space Center, FL 32899
Attn: Real Property Officer

WGS
NMD

SFA: Spaceport Florida Authority
100 Spaceport Way
Cape Canaveral, FL 32920-4003
Attn: Executive Director

29. NONDISCRIMINATION

NASA and SFA shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity under this agreement.

30. ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding between the parties.

31. GOVERNING LAW

31.1. This Agreement shall be governed by and interpreted according to federal law for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

31.2. To the extent not inconsistent with federal law, this Agreement shall be governed by and interpreted according to the laws of the State of Florida and those requirements set forth in the Schedule attached hereto as Exhibit E. Nothing in this Agreement or Exhibit E is intended to extend the application of Chapter 119, Florida Statutes to reach any NASA or Federal agency records or information, the public disclosure of which will be governed by the Freedom of Information Act, 5 USC §552 (1994 & Supp. IV 1998); the Privacy Act of 1974, 5 USC §552a (1994 & Supp. IV 1998); the Trade Secrets Act, 18 USC §1905; various procurement statutes (see generally Subpart 3.1 of the Federal Acquisition Regulation); and other Federal statutes which provide exemptions, exceptions, or prohibitions applicable to release of Federal agency records or information. Nothing in this Agreement or Exhibit E is intended to include NASA or any other Federal agency within the definition of public entity, agency, or any other unit of government as defined in Chapters 119, 287, or any other Chapter of the Florida Statutes.

WS NMD

32. ENFORCEABILITY

If any covenant, term, or condition of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such offending covenant, term, or condition shall be deemed stricken.

33. TIME

Time is of the essence in the performance of this Agreement.

34. ANTI-DEFICIENCY ACT

All activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or Sections 287.0582 and 216.311, Florida Statutes.

WD
WMD

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS USE PERMIT AS OF THE DATE LAST SET FORTH BELOW.

KSC APPROVAL:

Roy D. Bridges, Jr.
Director Kennedy Space Center
NASA
DATE: 2-8-01

SFA APPROVAL:

Ed Gormel
Acting Executive Director
Spaceport Florida Authority
DATE: 8 Feb 01

NASA HEADQUARTERS APPROVAL:

W. W. Brubaker
Director Facilities Engineering
NASA
DATE: 2/6/01

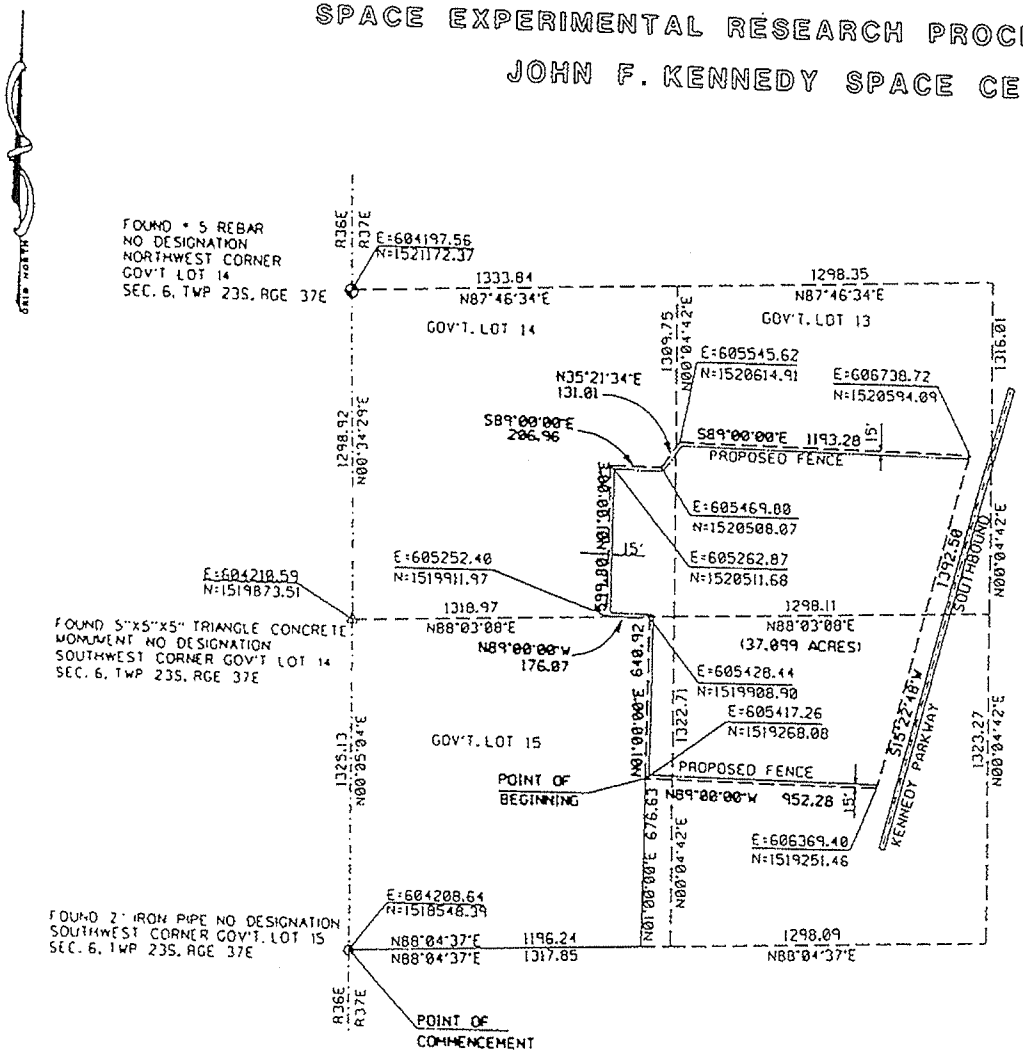
WJ
WMD

EXHIBIT A

DESIGNATED SITE

WC
WMD

SPACE EXPERIMENTAL RESEARCH PROCESSING LABORATORY
JOHN F. KENNEDY SPACE CENTER, FL.



DESCRIPTION BY SURVEYOR:

A PARCEL OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF GOVERMENT LOT 15, SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING FLORIDA STATE PLANE COORDINATE VALUES OF NORTH 1518548.39 AND EAST 604208.64, AS DERIVED FROM NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965", THENCE N88°04'37"E FOR A DISTANCE OF 1196.24 FEET; THENCE N01°00'00"E FOR A DISTANCE OF 676.63 FEET TO THE POINT OF BEGINNING; THENCE N01°00'00"E FOR A DISTANCE OF 640.92 FEET; THENCE N89°00'00"W FOR A DISTANCE OF 176.07 FEET; THENCE N89°00'00"W FOR A DISTANCE OF 599.80 FEET; THENCE S89°00'00"E FOR A DISTANCE OF 206.96 FEET; THENCE N35°21'34"E FOR A DISTANCE OF 131.01 FEET; THENCE S89°00'00"E FOR A DISTANCE OF 1193.28 FEET; THENCE S15°22'48"W FOR A DISTANCE OF 1392.50 FEET; THENCE N89°00'00"W FOR A DISTANCE OF 952.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.099 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1927.
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N00°05'04"E WEST LINE OF GOV'T. 15, SECTION 6, TOWNHSHIP 23 SOUTH, RANGE 36 EAST
4. NOT A BOUNDARY SURVEY.

LEGEND

- △ 5"X5"X5" CM
- ■ 4"X4" CM
- • 5 REBAR
- ○ 2" IRON PIPE

SURVEY CONTROL

NGS STATION "STATIC 1965"
E 621256.566
N 1523747.642

NGS STATION "ZORO-2 1964"
E 607719.090
N 1524451.390

GRAPHIC SCALE
0 800 1600
(IN FEET)
1 INCH = 800 FEET

SITE DESIGNATION

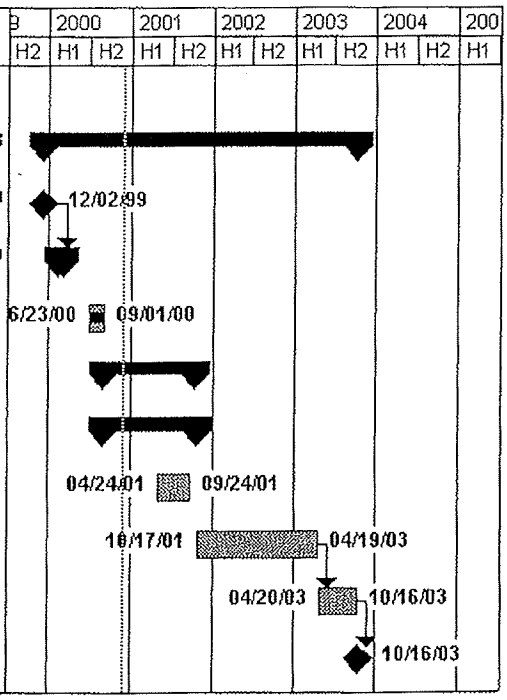
KCA-1683

27

EXHIBIT B

SCHEDULE

ID	Task Name	Duration	Start	Finish
2				
3	SERPL	1415 d	Thu 12/02/99	Thu 10/16/03
4	CBD ANNOUNCEMENT	0 d	Thu 12/02/99	Thu 12/02/99
5	SELECTION OF DESIGN FIRM	34 d	Tue 02/08/00	Mon 03/13/00
12	SELECT CONSTRUCTION MANAGER	71 d	Fri 06/23/00	Fri 09/01/00
13	FACILITY DESIGN	414 d	Tue 08/29/00	Tue 10/16/01
47	SITE DESIGN	428 d	Tue 08/29/00	Tue 10/30/01
80	SITE CONSTRUCTION	154 d	Tue 04/24/01	Mon 09/24/01
81	FACILITY CONSTRUCTION	550 d	Wed 10/17/01	Sat 04/19/03
82	FACILITY ACTIVATION	180 d	Sun 04/20/03	Thu 10/16/03
83	FACILITY READINESS DATE	0 d	Thu 10/16/03	Thu 10/16/03



WMD

EXHIBIT C

STANDARD TERMS FOR REIMBURSEMENT FOR USE OF NASA RESOURCES

(a) In the event SFA elects to utilize, and NASA consents to provide, any NASA resources in fulfilling SFA responsibilities, NASA shall be reimbursed by SFA in connection with the use of Government property and services provided to SFA by NASA. Requests from SFA to NASA for support may be in the form of periodic support (level-of-effort, on-call or unit-priced) or individual mission or individual project-related support. NASA will provide to SFA a cost estimate for the support requested by SFA and for any other services that are deemed necessary by NASA.

(b) SFA understands that NASA's projected cost information may be only an estimate. Charges for goods and services will be billed consistent with U.S. Federal law and NASA policy. Cost estimates for the use of property and/or services and payment schedules shall be established under subagreement or subagreement annexes between SFA and NASA consistent with law and NASA policy, including the requirement for payment in advance of NASA incurrence of costs. Payment schedules for either periodic support activities or individual project or individual mission support activities shall include an initial payment of not less than 10 percent of the total estimated cost.

(c) Nothing in this Agreement waives SFA's obligation to reimburse the Government in accordance with the terms of other agreements or contracts with the Government that provide for SFA's use, or any of SFA's contractors' use, of the same Government property or services utilized by SFA or its subcontractors pursuant to this Agreement.

(d) Advance payments shall be scheduled to keep pace with the rate at which NASA anticipates incurring costs. Both the overall cost and the payment schedule shall be mutually agreed to prior to the use of Government property and services. Prompt payment is the essence of this Agreement. If SFA fails to make payment by the payment due date, NASA may terminate this Agreement for SFA's breach of this Agreement after notice to SFA of the breach and SFA's failure to cure such breach within a reasonable period of time.

(e) All payments defined in this Agreement shall be in accordance with the following:

(1) Payment shall be in U.S. dollars.

WMD

(2) Payment shall be payable to the National Aeronautics and Space Administration.

(3) Payment shall be through U.S. Treasury FEDWIRE Deposit System or other means, as required by the Center Deputy Chief Financial Officer for Finance, GG-B.

(4) Payment shall be received at NASA by the first Government working day that is also a day on which commercial banks are open for business in both New York, NY, and Washington, DC, in the month in which such payments are scheduled, unless otherwise explicitly stated herein, or directed or agreed to by NASA, in writing, as an alternative to sending payments as specified in (3) above.

(f) All payments toward and other communications regarding this Agreement shall reference the title, date, and number of this Agreement.

(g) NASA shall forward to SFA a financial status report on a periodic basis showing the status of payments received and costs incurred for services under this Agreement. If, as a result of this status report, additional payment from SFA is required, prompt payment is required and the payment schedule shall be adjusted accordingly. If an overpayment has occurred, credit will be reflected on the next status report under this Agreement.

(h) NASA shall send a final status report to SFA identifying costs for services as soon as possible after the completion of the last service provided. The final status report will address any additional payment required and will address any refund due SFA.

(i) If, as a result of the final status report, an additional payment from SFA is required, such payment shall be due 60 days after the date of the final status report. If, as a result of a final status report, a refund is due to SFA, NASA will make such refund in the amount of the overpayment within 60 days after the date of the final status report.

EXHIBIT D

PROJECT DEFINITION DOCUMENT

1. Scope and Purpose.

2. Initiating Organization and Date.

3. Description of Project:
   Engineer's White Pages of Project (2-3 Pages).
   Information for complete NASA Form 1509.

4. Internal or External to Existing Facility.

5. Effects or Changes to Utilities:

Power	___yes	___no
Communication	___yes	___no
Gas	___yes	___no
Water	___yes	___no

6. Environment.

7. Tentative Schedule.

8. Rough Order Magnitude:
   No requirement to submit to NASA if under $50,000 and does not effect external facility utilities or environment.

9. Attachments:
   Engineering sketch of project as applicable.

_____ SFA Requester/Initiator

_____ SFA Project Manager Concurrence

_____ NASA Approval Authority

National Aeronautics and Space Administration

Facility Project Brief Project Document

PROJECT CODE	
DATE	SUB/REV. NUMBER

PROJECT TITLE

INSTALLATION/PROGRAM OFFICE

APPROVED FACILITY PROJECT COST ESTIMATE	ITEMS (LIST)	AMOUNT
	TOTAL	

CATEGORY	JUSTIFICATION	WORK
FUND SOURCE	TYPE	IDENTIFICATION

RELATED COST DATA (Not included in the Approved Facility Project Cost Estimate, but required to make the facility initially operable)

RELATED COSTS INVOLVED ☐ YES (Identify) ☐ NONE

OTHER RELATED EQUIPMENT	ITEM	AMOUNT
	TO BE PURCHASED	
	TRANSFER OF EXCESS	
	EXISTING	

PER (Amount)	DESIGN (Amount)
ITEM	AMOUNT
FUTURE FUNDING	
ACTIVATION	
OTHER REAL ESTATE	
OTHER (Specify)	

SCOPE/DESCRIPTION

BASIS OF NEED

SCHEDULE DATES			
DESIGN	PER	START	
		COMPL	
	FINAL	START	
		COMPL	
CONSTRUCTION		AWARD	
		COMPL	
ACTIVATION START			
REQUIRED OPERATIONAL			

PROJECT APPROVAL	SIGNATURE AND TITLE	DATE
SUBMITTED BY		
CONCURRENCE BY		
JX CONCURRENCE		
APPROVED BY		

PROJECT STIPULATIONS: (a) UNFORESEEN PROGRAMMATIC Project Analysis Sheet attached, dated _____
(b) Notification of bid per NHB 8820.2, Par. 6.04-05 (c) Send copy to NASA HQ CODE JX (d) _____

NASA FORM 1509 SEP 96 PREVIOUS EDITIONS ARE OBSOLETE.

KCA-1683

EXHIBIT E

GENERAL CONDITIONS FOR FLORIDA AGREEMENTS

In accordance with Condition 31.2 and other provisions of NASA/SFA Real Property Use Permit Agreement (KCA No. 1683), NASA hereby agrees to comply with the following statutory requirements of the State of Florida. SFA shall use due diligence in efforts to secure a waiver of all included audit and other requirements which the Comptroller of the State of Florida or other State Executive authority may be authorized to waive.

1. In accordance with § 287.134(3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

2. This Agreement may be unilaterally terminated by SFA for refusal by NASA to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the NASA in conjunction with this Agreement.

3. Section 287.133(3)(a), Florida Statutes, requires that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, FLORIDA STATUTES, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4. NASA is prohibited from expending state funds received from this Agreement for the purpose of lobbying the Florida Legislature, judicial branch, or a State of Florida agency.

[end of Exhibit E]

WSA
WMD

EXHIBIT D

Letter of Consent for Modification/Alteration of Facility M6-1025

WMD

Letter of Consent for Modification/Alteration Of Facility M6-1025

Date:_____

Consent is hereby granted to Dynamac Corporation to modify/alter the facility as stated:

(Description to be inserted.)

☐ No removal of the stated modifications/alterations will be necessary, work completed to support LSSC.

☐ Stated modifications/alterations must be removed upon lease termination at the sole expense of Dynamac Corporation.

_____

Debra Holliday
Director, Facilities & Construction
Florida Space Authority

FSA04-005
8/18/03

WM
WMO

ATTACHMENT C

SF and NASA RSAA

FULLY REIMBURSABLE SPACE ACT AGREEMENT BETWEEN SPACE FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA AND NASA JOHN F. KENNEDY SPACE CENTER FOR COMMODITIES AND SERVICES FOR EXPLORATION PARK

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act, as amended (51 U.S.C. 20113(e)), this Agreement is entered into by the NASA John F. Kennedy Space Center, located at Kennedy Space Center, FL 32899 (hereinafter referred to as "NASA KSC," "KSC," or "NASA"), and Space Florida, an Independent Special District of the State of Florida, located at Building M6-0306, Room 9030, Kennedy Space Center, FL 32899 (hereinafter referred to as "SPFL" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

As background, the Parties entered into an Enhanced Use Lease (hereinafter "EUL") on December 19, 2008, (KCA-4222) for the purpose of developing and operating a mixed-use, multitenant technology and commerce park supporting both Government and commercial space initiatives. In addition, the Parties have also executed a Use Permit for the Space Life Sciences Laboratory (SLSL) (formerly known as the Space Experiment, Research and Processing Laboratory), on February 8, 2001 (KCA-1683). NASA KSC and Partner wish to ensure that the Exploration Park on KSC and the SLSL are provided with commodities, utilities, and related services to allow them both to operate successfully. The purpose of this Agreement is to establish the scope and costs for such commodities and the conditions under which they will be provided.

ARTICLE 3. RESPONSIBILITIES

A. SPFL will use reasonable efforts to:

1. Provide construction support to connect Exploration Park utility systems to KSC systems, including purchase of all appropriate equipment and materials. This includes the purchase and installation of meters for those commodities that are to be provided through existing NASA supply systems, including but not limited to electricity, potable water, and natural gas. Connections to these supply systems will be at designated demarcation points provided by NASA KSC.

2. Pay to NASA KSC appropriate charges for commodities and services as prescribed in Article 5.

3. Exercise discretion over whether to purchase electric power from Florida Power & Light (directly or through NASA KSC) or develop its own power generating capacity from renewable sources. In addition, NASA KSC and Partner agree to work in good faith to transition the communications and information technology (IT) distribution infrastructure. SPFL shall obtain communications and IT services from commercial providers, independent from NASA KSC service contracts, but may require use and service through NASA KSC's communications and IT distribution infrastructure. SPFL shall bear any costs required to extend existing communications and IT infrastructure to the SLSL and Exploration Park and shall reimburse NASA for costs associated with the use of its communications and IT network infrastructure in accordance with Exhibit A.

4. In addition to the above, SPFL has requested NASA to provide additional services to the SLSL and Exploration Park as identified, and at the prices listed, on Exhibit A. Subsequently and from time to time, SPFL may request NASA KSC to provide other specific services, if available, and pursuant to levels of service and price rates negotiated at such times by NASA KSC and SPFL. SPFL may request such additional services via official correspondence signed by a top level administrative official.

B. NASA KSC will use reasonable efforts to:

1. Provide the following utilities and institutional services to the SLSL and Exploration Park properties: protective services (including security, fire, and emergency medical support), electricity, potable water, waste water treatment, and other services as may be requested. The level of service for those services will be 24 hours a day, 7 days a week, 365 days a year. All pricing shall be contained in Exhibit A. Connections to these supply systems will be at designated demarcation points provided to SPFL by NASA KSC.

2. Not terminate any service with fewer than 180 days prior written notice to Partner.

3. Be the supplier of last resort for necessary services to the SLSL and Exploration Park that NASA is not otherwise required to supply and for which Partner cannot reasonably procure via other suppliers.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

Milestone	Schedule
Initial deposit of escrow funds to NASA in the total amount of $450,000.00, which is six times the estimated monthly cost of utilities and services to be provided by NASA pursuant to Exhibit A of this Agreement. This initial deposit will cover charges beginning October 1, 2011.	Within five (5) days of signature of the Agreement
Provide continued funding for services in advance of need. NASA will request deposit thirty (30) days in advance of the due date.	Quarterly, after initial deposit.

ARTICLE 5. FINANCIAL OBLIGATIONS

1. Partner agrees to reimburse NASA—according to the fee schedule in Exhibit A—for each service that Partner receives from NASA, for NASA to carry out its responsibilities under this full-cost, reimbursable Agreement. In addition, Partner agrees to pay the applicable percentage rate for general Center Management and Operations (CMO) costs. Partner agrees in no event will NASA transfer any U.S. Government funds to Partner under this Agreement. Payment must be made by Partner in advance of initiation of NASA's efforts. NASA shall provide utilities, security, and other services, as described in Exhibit A, beginning October 1, 2011. These rates shall be reevaluated as specified in Exhibit A, with revisions as necessary, using the same criteria that established initial rates. Any rate changes that KSC receives from its suppliers (City of Cocoa and Florida Power & Light) will be reflected in the rate charged to SPFL. Rates will also be subject to change based on changes in the KSC contracts for these services. Notwithstanding any provision in this Agreement to the contrary, all rates charged by NASA to Partner for utilities provided by third-party providers will be NASA's actual cost, plus an applicable administrative CMO charges/pass-through fee. Other charges for NASA-provided services shall be as shown in Exhibit A. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of this Agreement.

2. Payment shall be payable to the National Aeronautics and Space Administration through [choose one form of payment]: U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System, pay.gov at <https://www.nssc.nasa.gov/portal/site/customerservice/menuitem.bb29c518138071c056969daf4dd72749>, or check. A check should be payable to Kennedy Space Center and sent to:

   NASA Shared Services Center (NSSC)-FMD Accounts Receivable
   Attn: For the Accounts of Kennedy Space Center
   Bldg. 1111, C Road
   Stennis Space Center, MS 39529

3. NASA will not provide services or incur costs beyond the available funding amount. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible, and in any event not later than 180 days before NASA stops providing its services or stops incurring costs. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Agreement, and promptly thereafter, return any unspent funds to Partner.

4. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement, are subject to the availability of funds. And no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.1.

5. NASA shall provide Partner any reasonable data regarding utility usage and charges as may be requested from time to time.

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA personnel, test facilities and equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change (and in any event not less than 180 days' prior written notice of that change), so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA usage of the test facilities, equipment, and personnel shall have priority over the usage planned in this Agreement. Should a conflict arise, NASA, in its sole discretion, shall determine whether to exercise that priority. Likewise, should a conflict arise as between two commercial users, NASA, in its sole discretion, shall determine the priority as between the two users. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities and SPFL may obtain some, or all of the services and utilities specified in Article 3 from sources other than NASA KSC.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Partner hereby waives any claims against NASA, its employees, its related entities (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier), and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property, or the property of its related entities, arising from, or related to, activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

3. To the extent permitted by law, Partner's tort obligations arising from conduct of its obligations hereunder are subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and nothing herein shall act as a waiver of Partner's entitlement of sovereign immunity as a matter of statutory or common law.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

There are no data rights or patent and invention rights involved in this Agreement.

ARTICLE 10. USE OF NASA NAME AND EMBLEMS

1. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" clause, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Assistant Administrator for the Office of Communication or designee ("NASA Communications") for review and approval. Approval by NASA Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 CFR Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 12. DISCLAIMER OF WARRANTY

Services provided by NASA KSC under this Agreement are provided "as is" and are provided according to NASA KSC's usual and customary protocol. NASA KSC makes no express or implied warranty as to the provision of these services or that the services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such services provided under this Agreement.

ARTICLE 13. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 14. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a NASA facility or property, or to a NASA IT system or application, is contingent upon compliance with NASA security and safety policies and guidelines provided to Partner including, but not limited to, standards on badging, credentials, and facility and IT system/application access. NASA shall provide Partner with written updates of any changes in applicable laws, regulations, policies and guidelines prior to implementation. Notwithstanding anything herein to the contrary, the Partner shall have the same right of access as provided for in Section 4.5 of EUL for Exploration Park (KCA-4222)signed December 2008. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities; however, Partner may submit written requests to NASA for waivers of such provisions in cases where NASA regulations, policies, or guidelines conflict with commercially reasonable standards.

ARTICLE 15. TERM OF AGREEMENT

This Agreement becomes effective October 1, 2011 and shall remain in effect for 5 years. Either party may request a review of the charges at any time during the term to determine the accuracy of the charges, and rates contained in Exhibit A.

ARTICLE 16. RIGHT TO TERMINATE

1. NASA's commitment under this Agreement to provide services required by Partner may be terminated by NASA, in whole or in part, (a) upon a declaration of war by the Congress of the United States, or (b) upon a declaration of a national emergency by the President of the United States, or (c) upon Partner's failure to make payments as set forth in the "Financial Obligations" clause after NASA has given Partner not less than thirty (30) days' prior written notice of such failure,(d) upon Partner's failure to meet its obligations under the Agreement (other than as set forth in subparagraph (c) above) after NASA has given Partner not less than ninety (90) days' prior written notice of such termination, or (e) upon a NASA determination, in writing, that NASA is required to terminate such services for reasons beyond its control. For purposes of this article, reasons beyond NASA's control are reasons which make impractical or impossible NASA's or its contractors' or subcontractors' performance of this Agreement. Such reasons include, but are not limited to, acts of God or of the public enemy, acts of the U.S. Government other than NASA, in either its sovereign or contractual capacity (to include failure of Congress to appropriate sufficient funding), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

2. In the event of termination for reasons given above, NASA will seek to provide reasonable advance notice and will seek to mitigate the effect of such termination, if possible, and will enter into discussions with Partner for that purpose. For the use of property or services provided for on a fixed-price basis, the costs incurred by the United States, including termination costs, shall not exceed the fixed price of the services which would have been provided had termination not taken place. For use of property or services provided on a cost basis, Partner will be liable for all costs, consistent with law and NASA policy, which are incurred by the U.S. Government in the provision of property or services, including termination costs associated with the Agreement activities.

3. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by Partner, its contractors, subcontractors, or customers as a result of the termination by NASA pursuant to paragraph 1 of this section.

4. Partner shall have the right to terminate, in whole or in part (including for some or all of the services and utilities specified in Exhibit A), this Agreement with ninety (90) days prior written notice to NASA. In the event of such termination, Partner will be

obligated to reimburse NASA for all Government costs which have been incurred up to the effective date of Partner's notice of termination and are incurred as a result of such termination.

5. This article is not intended to limit or govern the right of NASA or Partner in accordance with law, to terminate its performance under this Agreement, in whole or in part, for Partner's or NASA's breach of a provision in this Agreement.

ARTICLE 17. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement (e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and "Financial Obligations"), shall survive such expiration or termination of this Agreement.

ARTICLE 18. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

Technical Points of Contact

NASA John F. Kennedy Space Center
Wayne Martin
Lead Engineer
Mail Code: TA-B4A
Kennedy Space Center, FL 32899
Phone: 321-861-3267
Fax: 321-867-7529
wayne.r.martin@nasa.gov

Space Florida
Mark Bontrager
VP Spaceport Operations
Mail Code: SPFL M6-306
Building M6-306
Room 9030
Kennedy Space Center, FL 32899
Phone: 321-730-5301 x235
Fax: 321-730-5307
mbontrager@spaceflorida.gov

Business/Administrative Points of Contact

NASA John F. Kennedy Space Center
Mario Busacca
Asst. Program Manger, Spaceport Development
Mail Code: AA-D
Kennedy Space Center, FL 32899
Phone: 321-867-8456
Fax: 321-867-1670
mario.busacca@nasa.gov

Space Florida
Desiree Mayfield
Manager, Contract Compliance
Mail Code: SPFL M6-306
Building M6-306
Room 9030
Kennedy Space Center, FL 32899
Phone: 321-730-5301 x237
Fax: 321-730-5307
dmayfield@spaceflorida.gov

ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the article entitled "Priority of Use," and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. §552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 20. MODIFICATIONS

Any modification to this Agreement shall be executed in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

ARTICLE 21. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

ARTICLE 22. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 23. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 24. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER

BY: Robert D Cabana

Robert D. Cabana
Director
Mail Code: AA
Kennedy Space Center, FL 32899

DATE: December 23, 2011

SPACE FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA

BY: FRANK DIBELLO By Howard Hale

Frank DiBello
President
SPFL M6-306
Room 9030
Kennedy Space Center, FL 32899

DATE: December 28, 2011

Exhibit A: Charges for Utilities and Services to the Space Life Sciences Lab (SLSL) and Exploration Park

Commodity/Service	Charges	Level of Service	Comments
Police/Fire/EMS	$0.35/sq ft + CMO	Police/Security services: Security patrols will occur once every eight hour shift. No security internal to facilities will be provided. Emergency security and law enforcement response will be provided 24/7 Fire: Emergency response will be provided 24/7 EMS: Emergency response will be provided 24/7	Based on built out square footage of the SLSL or buildings constructed in Exploration Park. Charges for the SLSL will commence on October 1, 2011 and charges for Exploration Park would begin upon construction ground-breaking for each building and be based on planned square footage. Rates will be reevaluated every three years and revised as necessary.
Potable Water	Commercial rate + CMO pass through fee/charge	Provided through KSC's existing distribution system. Pressures and quantities to meet fire flow requirements.	This commodity will be provided by NASA and billed to SPFL as a pass through charge. The charge would consist of a blended rate applied to actual gallons used + CMO pass through fee/charge. For reference, the blended rate effective January 1, 2011 will be: $2.61/kgal. The blended rate is adjusted as billing rates are changed by the commercial provider. Alternately, this commodity could be supplied directly from the outside commercial provider at prevailing rates.
Wastewater/Sewer	Commercial rate + CMO pass through fee/charge	Wastewater and sewer disposal to meet flow requirements.	This commodity will be provided by NASA and billed to SPFL as a pass through charge. KSC currently pays 60% of the total costs of the Air Force Treatment Plant. Charges would be based on percent of overall KSC potable water used times the 60% charge from the Air Force. Initial costs would be based on SLSL usage (4%). The percentage rate would be reassessed annually relevant to actual usage. For reference, based on 4% of FY10 actuals, the cost would be $8,227 + CMO pass through fee/charge. Alternately, this commodity could be supplied directly from the outside commercial provider (Brevard County) at prevailing rates.

Commodity/Service	Charges	Level of Service	Comments
Electricity	Commercial rate + CMO pass through fee/charge	Provided through the existing distribution system. NASA to provide all offsite maintenance and repair necessary to ensure consistent power and minimal outages to the Premises.	This commodity could be supplied directly from the outside commercial provider (FP&L) at prevailing rates. Alternately, this commodity could be provided by NASA and billed to SPFL as a pass through charge. The charge would consist of the Orsino substation rate applied to actual kilowatt hours used + CMO pass through fee/charge. For reference, the current Orsino rate is $0.071/kwhr. The Orsino rate is adjusted as billing rates are changed by the commercial provider.
Gas (Florida City Gas)	Commercial rate + CMO pass through fee/charge	Florida City Gas will maintain offside infrastructure to ensure consistent supply of natural gas to the Premises.	This commodity could be supplied directly from the outside commercial provider (Florida City Gas) at a rate negotiated by SPFL. The line to the park would be constructed by Florida City Gas. Alternately, this commodity could be provided by NASA and billed to SPFL as a pass through charge, as it is possible that KSC may negotiate a lower overall rate. The charge would consist of the KSC rate applied to actual dekatherms used + CMO pass through fee/charge. For reference, the current rate is $9.21/dekatherm, and this rate fluctuates monthly.
Solid Waste	Commercial rate + CMO pass through fee/charge	Solid Waste Services provided by NASA will be at the same level of service as that provided to other NASA and on center facilities.	This service could be obtained from an outside commercial provider subject to terms and rates negotiated by the developer. Alternately, this service could be provided by NASA and billed to SPFL as a pass through charge. For FY2011 through FY2013, the charge would consist of the rates referenced in Table 1 + 6% Admin Cost. Rates for FY2014 and beyond will be determined at a later date.

Commodity/Service	Charges	Level of Service	Comments
Copper, Fiber, or Data connection between facilities	Actual cost to establish new service. Recurring cost of $75/circuit each month + CMO	This service will be provided through KSC's existing cable and transmission distribution system to a defined demarcation point.	The expected steady state recurring items needed in FY12 is 13 items. This is comprised of 5 ESS circuits, 2 fire alarms, 2 KCCS circuits, and 4 miscellaneous circuits.
Cable Television	Recurring cost of $75 per month + CMO	This service will be provided to a defined demark point.	Space Florida shall be responsible for all costs beyond the demarcation point.
Construction and Inspection Services	$43,600 + CMO		This item is for those services required to support the construction activities within the KSC Security Perimeter. These include safety, environmental and power outage and other support as required by NASA KSC.

Table 1: Solid Waste Disposal Charges

Container Type	Quantity	Charge (FY2011)	Charge (FY2012)	Charge (FY2013)
2 CY Regulated Food Container	Ea	$151.63	$163.73	$176.86
4 CY Solid Waste Dumpster	Ea	$90.98	$98.26	$106.12
6 CY Solid Waste Dumpster	Ea	$121.31	$131.01	$141.49
8 CY Solid Waste Dumpster	Ea	$151.63	$163.76	$176.86
20 CY Rolloff Container	Ea	$227.45	$245.65	$265.30
30 CY Rolloff Container	Ea	$227.45	$245.65	$265.30
40 CY Rolloff Container	Ea	$227.45	$245.65	$265.30

ATTACHMENT D

Enhanced Use Lease

NASA JOHN F. KENNEDY SPACE CENTER
ENHANCED USE LEASE

Table of Contents

TABLE OF CONTENTS ii

RECITALS 1

ARTICLE 1 PROPERTY 2
1.1 Lease of Property: Exploration Park Phase 1 2
1.2 Option to Lease Property: Exploration Park Phase 2 2
1.3 Property Disposition 3

ARTICLE 2 TERM 3
2.1 Term of Lease 3
2.2 Modification of Term of Lease 3
2.3 Possession 4
2.4 Expiration of Term 4

ARTICLE 3 CONSIDERATION 4
3.1 Fair Market Value 4
3.2 Nonmonetary Consideration 5
3.3 Modification of Nonmonetary Consideration 6
3.4 Cash Consideration 6
3.5 Cash Consideration Beginning January 1, 2039 7
3.6 Payment of Cash Consideration 7

ARTICLE 4 USE OF LEASED PROPERTY 7
4.1 Permitted Use 7
4.2 NASA Approval of Uses and Tenants 8
4.3 Tenant Eligibility and Park Use Guidelines 8
4.4 Prohibited Uses 8
4.5 Right of Access 9
4.6 Right of Entry 9
4.7 Impact from Operations on Other NASA-KSC Land 9

ARTICLE 5 DEVELOPMENT AND DEVELOPMENT ADMINISTRATION 10
5.1 Development and Development Administration Responsibilities 10
5.2 Site Development Master Plan 11
5.3 NASA Site Development Permits 11
5.4 Noninterference with NASA Launch and Related Operations 11
5.5 Land Clearing Waste 12
5.6 Safety, Health, and Emergency Preparedness 12

ARTICLE 6 DESIGN AND CONSTRUCTION OF FACILITIES 12
6.1 Facilities Design and Construction 12
6.2 NASA Design Review and Approval/Construction Inspection 13

6.3 Sustainable Design Requirement 13
6.4 Adoption and Review of Design Standards 13
6.5 NASA Exploration Park Improvements 13
6.6 Davis-Bacon Act Compliance 14
6.7 Warranties 14
6.8 Final Completion of NASA Real Property Improvements 14

ARTICLE 7 OPERATIONS AND MAINTENANCE 14
7.1 General Requirements 14
7.2 Safety Responsibilities 15
7.3 Operation and Maintenance of NASA Exploration Park Improvements ... 15
7.4 Records and Notices 15
7.5 NASA's Right to Intervene 15

ARTICLE 8 ENVIRONMENTAL MANAGEMENT AND COMPLIANCE 15
8.1 Phase 1 Assessment Furnished to SPFL 15
8.2 Environmental Definitions 16
8.3 Environmental Requirements 16
8.4 NASA Right to Inspect for Compliance 17
8.5 Flow-down and Liability Related to Subleases 17
8.6 Phase 1 Assessment to NASA-KSC 17

ARTICLE 9 UTILITIES AND INSTITUTIONAL SERVICES 17
9.1 General 17
9.2 Fire and Emergency Response 18
9.3 Security and Emergency Response 18
9.4 Potable Water and Wastewater Treatment 18
9.5 Electric Power 18
9.6 Communications and Information Technology (IT) Services 19
9.7 Development Administration 19
9.8 Other Services 19
9.9 General Administrative and Institutional Support 19
9.10 Allocation of Reimbursable Charges to Tenants 19

ARTICLE 10 INDEMNIFICATION AND INSURANCE 20
10.1 Damage or Injury 20
10.2 Insurance Requirements for SPFL 20
10.3 Insurance Coverage and Amounts 20
10.4 Insurance Requirements 21
10.5 Subrogation 21
10.6 Performance and Payment Bonds 22

ARTICLE 11 RESTORATION OF THE PROPERTY 23
11.1 General Requirements 23
11.2 NASA Exploration Park Improvements 23

ARTICLE 12 ASSIGNMENT AND SUBLEASE.....23
12.1 Assignment.....23
12.2 Sublease of the Leased Property and Improvements Thereon.....24
12.3 SPFL Not Released.....24
12.4 Assignment of Contracts and Subleases to NASA-KSC.....25
12.5 Mortgage.....25
12.6 SPFL's Right to Mortgage.....25

ARTICLE 13 EVENTS OF DEFAULT AND REMEDIES.....25
13.1 Default by SPFL.....25
13.2 Termination.....26
13.3 Continuation.....26
13.4 Remedies Cumulative.....26
13.5 SPFL's Primary Duty.....26
13.6 Abandoned Property.....26
13.7 Default by NASA-KSC.....27

ARTICLE 14 NOTICES AND PRINCIPAL POINTS OF CONTACT.....27
14.1 Method.....27
14.2 Close Calls and Mishaps.....28

ARTICLE 15 TRADENAME AND TRADEMARK RIGHTS.....28
15.1 Official Designation.....28
15.2 Authorization to Use and Sublicense.....28
15.3 Trademarks.....29
15.4 Grant.....29
15.5 Quality of Services.....29
15.6 Inspection.....30
15.7 Use of NASA Marks.....30
15.8 Ownership of the NASA Marks.....30

ARTICLE 16 EXCLUSIVITY.....30

ARTICLE 17 MISCELLANEOUS.....31
17.1 General.....31
17.2 No Waiver.....31
17.3 Exhibits.....31
17.4 Broker(s).....31
17.5 Damages.....31
17.6 Entire Agreement.....31
17.7 Governing Law.....32
17.8 Taxes and Assessments.....32
17.9 Anti-Deficiency Act.....32
17.10 Authority.....33
17.11 Successors and Assigns.....33

EXECUTION **33**

EXHIBIT A **Legal Descriptions of Exploration Park Phase 1, Subphase 1-a, And Subphase 1-b** **34**
EXHIBIT B **Legal Description of Exploration Park Phase** **36**
EXHIBIT C **Site Development Master Plan** **38**
EXHIBIT D **Environmental Assessment** **39**
EXHIBIT E **Description and Projected Value of Nonmonetary Consideration** **40**
EXHIBIT F **Reimbursable Agreement for KSC-Furnished Services** **41**
EXHIBITG **Environmental Permits Matrix** **43**

NASA JOHN F. KENNEDY SPACE CENTER

ENHANCED USE LEASE

This Enhanced Use Lease (the "**Lease**") is made as of the date set forth below by the signatories, by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida, as the lessor (hereinafter "**NASA-KSC**"), and Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida, as the lessee (hereinafter "**SPFL**"). This Lease is made under the authority of Section 315 of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2459j) with reference to the following :

RECITALS

A. NASA-KSC is committed to using its real property assets to efficiently support the Nation's space exploration activities and enable the greatest public benefit from the application of NASA-KSC technology and resources acquired pursuant to its mission.

B. SPFL was established by the state of Florida to foster the growth and development of a sustainable and world-leading aerospace industry and is chartered to work with NASA-KSC on the various aspects of establishing and operating spaceport infrastructure in and around KSC. Further, SPFL may apply any and all of its statutory authorities to enhance space programs of the Federal Government and improve access to and utility of the Federal spaceport.

C. NASA-KSC and SPFL have an established cooperative relationship that has demonstrated significant benefits from collaborative efforts to help meet national space mission objectives while fostering new opportunities for growing United States commercial space capabilities.

D. In furtherance of their respective missions and objectives, NASA-KSC and SPFL (hereinafter referred to jointly as "the **Parties**") entered into a Memorandum of Understanding on June 18, 2008, to jointly investigate and evaluate the potential development of Exploration Park.

E. SPFL proposes to apply state of Florida resources to improve NASA's real property at the Kennedy Space Center to enable development of Exploration Park Phase 1 as NASA transitions from the Space Shuttle program to the exploration missions and hardware of the Constellation Program. SPFL, with the assistance of the private sector, proposes to develop and manage new facilities that will offer close proximity to the launch and payload processing operations of Kennedy Space Center and neighboring Cape Canaveral Air Force Station (CCAFS) while affording a site outside the Center's controlled access area.

F. Accordingly, the Parties enter into this Lease for the Leased Property defined in Article 1 below, in accordance with the terms and conditions set forth herein, for the purpose of developing and operating a mixed-use, multitenant technology and commerce park supporting both government and commercial space initiatives. The Parties acknowledge and agree that the Leased Property is not being provided to SPFL as Government-furnished property under any contract or subcontract, and SPFL agrees that it shall not charge or submit for payment any consideration provided pursuant to this Lease as a direct cost or charge under any such contract or subcontract.

NOW, THEREFORE, NASA-KSC and SPFL agree as follows:

ARTICLE 1 PROPERTY

1.1 Lease of Property: Exploration Park Phase 1. NASA-KSC hereby leases to SPFL, and SPFL leases from NASA-KSC, for the term set forth in section 2.1 and subject to the covenants hereinafter set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 1, a site of sixty (60) acres, more or less, encompassing forty-six (46) net developable acres, more or less, as legally described on the survey map attached hereto as Exhibit A ("**Phase 1**"). Phase 1 may be further subphased into Phase 1-a and Phase 1-b, as delineated in Exhibit A. SPFL, at its election by written notice submitted on or before January 31, 2009, may defer the commencement date of Phase 1-b, as delineated in Exhibit A, until such time as it provides written notice that it is prepared to take beneficial possession of Phase 1-b and begin permitted activities thereon. If SPFL does not provide such written notice on or before December 31, 2018, then all SPFL lease rights in Phase 1-b shall expire on such date, and all of Phase 1-b shall immediately revert to NASA-KSC. The Parties agree that of the sixty (60) acres encompassing Phase 1, a total of fourteen (14) acres will be unsuitable or unavailable for SPFL use and will not be included in determination of consideration due to NASA for Phase 1. The Parties agree that of the thirty (30) acres encompassing Phase 1-a, a total of three (3) acres will be unsuitable or unavailable for SPFL use and will not be included in determination of consideration due to NASA for Phase 1-a. The Parties agree that of the thirty (30) acres encompassing Phase 1-b, a total of eleven (11) acres will be unsuitable or unavailable for SPFL use and will not be included in determination of consideration due to NASA for Phase 1-b when commenced. NASA-KSC and SPFL may, by mutual agreement, adjust the boundaries delineating the subphases as described in Exhibit A as may be required for efficient site development, and if revised, then a survey describing the revision shall replace the existing one in Exhibit A.

1.2 Option to Lease Property: Exploration Park Phase 2. NASA-KSC hereby grants to SPFL a unilateral option to lease for a term of sixty (60) years and subject to the covenants hereinafter set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 2, encompassing a parcel of one hundred thirty nine (139) acres, more or less, as shown on the map attached hereto as Exhibit B ("**Phase 2**"), provided that SPFL exercises this option by notification to NASA-KSC in writing no later than December 31, 2013, and that the commencement date of SPFL's leasehold interest therein and obligations hereinafter set forth

shall occur not later than December 31, 2014. This Phase 2 option is contingent upon SPFL providing, and NASA-KSC accepting, the proposed Site Development Master Plan for Phase 2, including any proposed subphasing This Phase 2 option is also contingent upon the Parties negotiation of the Fair Market Value consideration for the Phase 2 acreage. The Parties intend that the consideration for Phase 2 will be a to-be-negotiated expansion of permanent improvements to NASA's real property, based upon a similar concept as described in Section 1.1, including a determination of net developable acres. However, NASA-KSC, at its sole discretion, reserves the right to receive monetary consideration in lieu of nonmonetary consideration for the Phase 2 acreage.

1.3 Property Disposition. The property described in Exhibit A (hereinafter the "**Leased Property**") consists of vacant, undeveloped land with no existent utility or other municipal services. SPFL acknowledges that it has inspected the Leased Property and has found it suitable for the Permitted Use (as defined in Section 4.1). SPFL accepts the Leased Property "AS IS", and acknowledges that NASA-KSC has made no covenant, representation, or warranty of any kind, express or implied, with regard to the suitability of Leased Property for the Permitted Use, and that NASA-KSC has no duty to make any improvements to the Leased Property.

ARTICLE 2 TERM

2.1 Term of Lease. The term of this Lease for Phase 1 shall be for a period of sixty (60) years, commencing on January 1, 2009 (the "**Phase 1 Commencement Date**") and, unless sooner terminated as hereinafter provided, expiring on December 31, 2068. If SPFL elects under Article 1.1 to defer the commencement date for Phase 1-b , the term of this Lease for Phase 1-b shall commence on the date agreed to by the Parties (the "**Phase 1-b Commencement Date**") and, unless sooner terminated as hereinafter provided, expire on December 31, 2068. The Phase 1 Commencement Date and Phase 1-b Commencement Date shall generically for each Phase be referred to as the "**Commencement Date**". The term of this Lease for Phase 2, subject to the contingencies identified in Article 1 and any required agreement of the Parties to terms and conditions for implementing development of the Phase 2 acreage, in whole or in part, at one time or in increments, shall be for a period of sixty (60) years, commencing on a date to be negotiated by the Parties (the "**Phase 2 Commencement Date**") but not later than December 31, 2014, and unless sooner terminated as hereinafter provided, expire on December 31, 2074. The term "Commencement Date" as applied specifically to any legally described parcel of Leased Property under this Lease shall mean the date upon which SPFL is granted a right to possess and utilize their leasehold interest thereon, and the date from which SPFL shall be obligated to pay consideration due to NASA-KSC pursuant to Article 3.

2.2 Modification of Term of Lease.

(a) At the option of SPFL, the term of this Lease for either Phase 1 or Phase 2, or both, may be extended by up to thirty (30) years provided (i) SPFL provides written notice of its election to extend this Lease no later than December 31, 2067 for Phase 1, or December 31, 2073 for Phase 2; (ii) NASA does not within nine (9) months of the expiration date of this Lease for

either Phase provide a written notice that it does not grant the extension because the NASA-KSC Director determines that the compelling interests of the national space program, the national defense, or the public welfare require that this Lease not be extended; and (iii) the Parties reach mutual agreement to the revaluation of NASA's real property, as improved with permanent site infrastructure but not including valuation of existing vertical development (e.g., building structures) and associated parking facilities and building-site improvements, and to a corresponding modification to consideration for the extended leasehold interest.

(b) In the event that SPFL (i) is unable to secure the public or private funds required to construct the necessary infrastructure improvements to NASA's real property, (ii) is unable to use the Leased Property due to denial of any permits necessary to construct and operate Exploration Park Phase 1, or its initial subphase, or (iii) is unable to use the Leased Property due to other circumstances beyond its control, then SPFL shall have the right to terminate this Lease without cost to NASA-KSC or to SPFL thirty (30) days after providing NASA-KSC with written notice of intent to terminate, identifying the reasons why such a termination is necessary. SPFL's right to terminate under this paragraph will expire upon the initiation of any site development or construction work upon the Leased Property.

(c) In the event that SPFL does not commence the construction of the necessary infrastructure improvements to NASA's real property required to enable development of Exploration Park Phase 1 within eighteen (18) months of the Lease commencement date, then NASA shall have the right to terminate this Lease (30) days after providing SPFL with written notice.

(d) Except for any obligations that specifically survive the termination of this Lease as set forth herein, both SPFL and NASA-KSC shall be released of any and all liability and obligations specified in this Lease as of the date of any termination under this paragraph 2.2.

2.3 Possession. SPFL shall be entitled to take possession of the Leased Property from NASA-KSC for each of the legally described Phases upon the established Commencement Date for the particular Phase, and SPFL shall not use or occupy the Leased Property until such date except as otherwise permitted by NASA-KSC for the construction of improvements to NASA's real property.

2.4 Expiration of the Term. Upon expiration of the term, or upon other termination as provided under this Lease, SPFL shall vacate and surrender the Leased Property to NASA-KSC. Surrender of the Leased Property shall not be deemed to be a payment in lieu of any consideration that may be due pursuant to this Lease. SPFL shall be responsible for the restoration of the Lease Property in accordance with Article 11.

ARTICLE 3 CONSIDERATION

3.1 Fair Market Value. NASA-KSC and SPFL agree that the Fair Market Value ("**FMV**") of the Phase 1 property is eighty-five thousand dollars ($85,000) per acre as of the Phase 1 Commencement Date (January 1, 2009). Accordingly, the Parties agree that the Fair

Market Lease Value of the Leased Property is eight thousand five hundred dollars ($8,500) per acre per year, which value shall be escalated 2.5 percent on each anniversary of the Phase 1 Commencement Date (each January 1) up to and including January 1, 2038. Beginning January 1, 2039, and every January 1 for the remaining Lease term, the value shall be escalated by the amount of any increase in the cost of living reflected by the "consumer price index for all urban consumers – all items of the Bureau of Labor Statistics of the United States Department of Labor ("Index"), excluding food and fuel costs. If this standard is ever discontinued, then the Parties agree to reasonably apply a similar standard that most closely mirrors the scope of the original Index. If there is no increase in the Index, the Fair Market Lease value will remain the same as the previous year, except for the following condition of an extended period of economic decline. In the event that there is an extended period of economic decline so that the Index has decreased for three (3) consecutive years, then the Fair Market Lease Value shall be adjusted by the amount of the next annual decrease of the Index and in the subsequent years until the Index again escalates. After any increase in the applied Index, the Fair Market Lease Value shall not again be reduced until a subsequent extended period of economic decline occurs such that the Index again decreases for three (3) consecutive years. The amount calculated pursuant to this paragraph and applied to the number of acres of which SPFL has taken possession shall be the minimum rent due "**Minimum Annual Rent**" payable in advance on each January 1. The FMV for the Phase 2 property, including the Fair Market Lease Value and escalation thereof, shall be determined by a valuation of the useable acres therein obtained by NASA-KSC and negotiated by the Parties subsequent to SPFL's written notice to NASA-KSC exercising its option pursuant to this Lease.

3.2 Nonmonetary Consideration. SPFL shall provide, no later than thirty-six (36) months from the Commencement Date of each Phase or subphase, nonmonetary consideration in the form of permanent infrastructure improvements to NASA's real property contained within the Leased Property and, as may be required, offsite infrastructure improvements required to provide utility services, roadway intersections and improvements thereto, or other real property improvements necessary to enable development of the Leased Property (the "**NASA Exploration Park Improvements**"). The description and estimated value of these NASA Exploration Park Improvements are provided in Exhibit E. All NASA Exploration Park Improvements shall be titled to NASA-KSC but operated and maintained by SPFL at its cost for the entire term of this Lease. At a time or at times to be specified by NASA-KSC, SPFL shall convey to NASA-KSC title to the NASA Exploration Park Improvements. Conveyance of title to NASA-KSC shall not affect SPFL's continuing obligation to operate and maintain all NASA Exploration Park Improvements at its expense. The specific site and offsite improvements planned for Phase 1 and the projected capital cost for the design and construction of NASA Exploration Park Improvements for Phase 1 as allocated to each of the delineated subphases (Phase 1-a and Phase 1-b) are described in Exhibit E. If Phase 2 is implemented, the specific site and offsite improvements planned for Phase 2 and projected capital costs for design and construction shall be determined and described separately and appended to Exhibit E. It is NASA-KSC's intent, subject to regulatory approvals and conditions, to provide fill materials for the overall project from an adjacent or nearby borrow pit for use by SPFL to facilitate development of the property. The materials, if available, will be provided at no cost to SPFL; however, all costs associated with the extraction, removal, and transport of the materials, including the costs of compliance with permit conditions, shall be the responsibility of SPFL. These expenses will be considered allowable expenses under this paragraph. Upon completion of

the NASA Exploration Park Improvements for any phase or subphase, SPFL shall submit to NASA-KSC complete documentation of its actual development, design, and construction contract costs expended on such improvements, and NASA-KSC shall review such cost documentation and determine the consideration value of the completed improvements. The consideration value of improvements shall be limited to actual development, design and construction contract-related expenditures, and no amounts for SPFL labor or operations shall be included. No Federal funds, regardless of their appropriation source, applied to the development, design, and construction contract costs of the NASA Exploration Park Improvements shall be included in the determination of the consideration value of the completed improvements or any future capital replacement, expansions, or extensions of the installed improvements.

3.3 Modification of Nonmonetary Consideration. Allowable expenditures for the capital replacement of any elements of the NASA Exploration Park Improvements, and mutually agreed to expansions or extensions of the installed NASA Exploration Park Improvements, shall be accepted as payment in lieu of cash consideration otherwise due for Minimum Annual Rent. Capital replacement is defined as the replacement or restoration of any real property capital asset or major component thereof (e.g., complete resurfacing or reconstruction of Exploration Park roadways titled to NASA-KSC, the replacement of electric power distribution cabling, the replacement of wastewater treatment system piping or lift stations, the replacement of traffic control signal structures, etc.). It does not include routine repairs and replacement parts on the NASA Exploration Park Improvements required to maintain and operate the improvements. The consideration value of capital replacement shall be limited to design and construction contract expenditures, and no amounts for SPFL labor or operations shall be included.

3.4 Cash Consideration. During any period that Minimum Annual Rent is paid in full or in any part by the NASA Exploration Park Improvements, or capital replacement of elements of those improvements, SPFL will pay to NASA each January 1 an amount equal to one and one-half percent (1.5%) of the previous year's gross revenue derived from the subleases of all developed sites and facilities on the applicable subphase. The Minimum Annual Rent shall be fully paid in advance by the nonmonetary (in-kind) capital improvements provided for each sub-phase in accordance with paragraph 3.2 until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and calculated using the nominal interest rate of four and nine-tenths percent (4.9%), equals the nonmonetary consideration value provided for Phase 1, or Phase 1-a if the commencement of Phase 1-b is deferred. If the Lease of acreage delineated as Phase 1-b occurs on a Commencement Date later than the Commencement Date of Phase 1-a, then the Minimum Annual Rent for Phase 1-b shall be fully paid in advance by the nonmonetary (in-kind) capital improvements attributable to that subphase until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and calculated using the nominal interest rate for 30-year U.S. Treasury Notes and Bonds published in Office of Management and Budget Circular A-94, Appendix C, in January of the year of the Phase 1-b Commencement Date, equals the nonmonetary consideration value provided for Phase 1-b. All payments of the Minimum Annual Rent during the first three (3) years following the Commencement Date for a Phase or subphase shall be deemed to be paid in advance with non-monetary consideration regardless of the amount of funds that have been secured by SPFL or applied to actual development, design, or construction costs associated with that Phase or sub-phase.

Except as paid in advance by nonmonetary consideration as described above, the consideration due for Minimum Annual Rent shall otherwise be fully paid in cash, unless adjusted pursuant to Section 3.3 on a schedule negotiated for the replacement or modification of NASA Exploration Park Improvements.

The applicable annual percentage assessment for Center Management and Operations (CMO) shall be applicable to all cash consideration paid to NASA-KSC pursuant to this Lease. CMO shall be included within the amounts calculated within this Article and does not represent an additive amount to the Minimum Annual Rent or any other cash consideration amount payable to NASA-KSC.

3.5 Cash Consideration Beginning January 1, 2039. In addition to any other amounts due pursuant to this Article, SPFL shall pay to NASA-KSC in cash on each January 1, beginning on January 1, 2039, and thereafter until the expiration of the Lease for Phase 1 on December 31, 2068, the greater of the following two: (1) an amount equal to five percent (5%) of the gross revenue derived from the subleases of all developed sites and facilities in Phase 1 in the previous year or (2) the amount calculated for the Minimum Annual Rent.

3.6 Payment of Cash Consideration. Any cash consideration due shall be made by check payable to NASA-Kennedy Space Center and forwarded to:

National Aeronautics and Space Administration
NASA Shared Services Center (NSSC) – FMD Accounts Receivable
Attn : For the Accounts of Kennedy Space Center
Building 1111, C Road
Stennis Space Center, MS 39529

ARTICLE 4 USE OF LEASED PROPERTY

4.1 Permitted Use. SPFL shall use and occupy the Leased Property solely for the construction, operation, and maintenance of a mixed-use technology and commerce park to be known as Exploration Park at Kennedy Space Center and for lawful purposes incidental thereto (the "**Permitted Use**"), the Permitted Use being subject to, and consistent with, the following: (i) the NASA-KSC approved Site Development Master Plan described in Section 5.2 of this Lease which shall be incorporated into this Lease as Exhibit C; (ii) NASA-KSC approved and SPFL enforced Exploration Park development standards; (iii) NASA-KSC approved and SPFL enforced Conditions, Covenants, and Restrictions (CCRs); (iv) the final Phase 1 Environmental Assessment incorporated into this Lease as Exhibit D; and (v) all other terms and conditions of this Lease.

It is understood by the Parties that SPFL intends to enter into an agreement with a single Master Developer, which shall be responsible to SPFL for overseeing the design, construction, and property management of Exploration Park. The performance of site development, infrastructure improvements, and the construction of Exploration Park building structures by

SPFL and its Master Developer partner shall be considered permitted use under this Lease. SPFL, along with its Master Developer, may enter into agreements with additional equity partners and/or lenders to privately finance the construction of Exploration Park buildings intended for sublease to tenants and end users. Such subleases to tenants and end users, and any assignments of interest in this Lease required to privately finance these improvements, shall be subject to the terms of Article 12 of this Lease.

4.2 NASA Approval of Uses and Tenants. NASA shall have the right to approve, disapprove, or approve subject to conditions all uses and tenants in Exploration Park. NASA will work with SPFL to develop a process to expedite and facilitate this approval requirement.

4.3 Tenant Eligibility and Park Use Guidelines. Without limiting NASA's right or discretion to approve or disapprove each use and tenant, the following criteria shall serve as a guideline for tenant eligibility to sublease from SPFL a dedicated development site, building, or space within a multitenant facility. The criteria which serve as guidelines are:

(a) Activities which have a requirement or demonstrated benefit for close proximity to KSC/CCAFS facilities or personnel, are related to the NASA mission, or are related to space commerce and commercialization;

(b) Activities related to research and technology development with known or potential application to activities in space or improvement of life on earth, including but not limited to, energy-related, life sciences, or environmental activities;

(c) Activities of an academic/educational nature with current or potential partnership with NASA/CCAFS;

(d) Activities offering support services that may reasonably be required by park tenants or resident Government and contractor organizations of KSC/CCAFS, e.g. technical support, business services, and incidental, limited retail support services as deemed appropriate to support the needs of tenants. Retail sales shall not significantly compete with merchandise sales of the KSC Visitor Complex.

The above criteria are intended to operate as general description of the types of Exploration Park activities which NASA considers desirable and are not intended to operate as a limitation on NASA's right to approve or disapprove uses, tenants, or activities within the park. The above criteria are not intended to grant any rights or benefits to, or be enforceable by, any Exploration tenants, users, or occupants or any third party, and NASA may in its sole discretion grant approval for any use, tenant, or activity that it deems in the public interest or beneficial to public or private domestic space activity.

4.4 Prohibited Uses. The following uses are prohibited within Exploration Park: (i) highly hazardous activities or materials, (ii) heavy industrial manufacturing, (iii) warehousing as stand-alone use, (iv) hotels or other major tourist facilities, and (v) political, social, or religious-affiliated organizations. Expressly prohibited are any uses or activities that violate Federal or state law.

For purposes of this Lease, highly hazardous activities are defined as those experimental or industrial activities with potential to cause personnel injuries, loss of life, or property damage outside a facility if the hazards are not reliably controlled and mitigated to prevent and preclude such a potential. Examples may include, but are not limited to, operations involving propellants, biological material, high-pressure systems, high-voltage systems, ionizing and nonionizing radiation, cryogenic material, chemicals, microwaves, lasers, or explosive operations. For hazardous activities not having the potential to cause injury or property damage outside the facility, the tenant shall implement controls to prevent hazardous operations from affecting personnel. NASA-KSC, in consultation with SPFL, reserves the right, in its reasonable discretion, to determine which activities and materials are potentially highly hazardous.

NASA-KSC, in consultation with SPFL, further reserves the right, in its reasonable discretion, to determine which activities fall within the categories of prohibited use. The above prohibited uses are intended to operate as a limitation on SPFL's rights under this lease, and are not intended to grant any rights or benefits to, or be enforceable by, any Exploration tenants, users, or occupants or any third party, and NASA may in its sole discretion grant exceptions to the prohibited uses for any purpose that it deems in the public interest or beneficial to public or private domestic space activity.

4.5 Right of Access. NASA-KSC hereby grants SPFL a right of access to the Leased Property and to other NASA-KSC property as may be required to perform SPFL's obligations pursuant to this Lease, subject to applicable security controls requiring access credentials to be issued by NASA-KSC to SPFL personnel and contractors. NASA will provide SPFL, its Master Developer or contractors, and Exploration Park tenants 24/7 access across NASA land to Exploration Park via Space Commerce Way. NASA will manage traffic and public access to KSC for major NASA launches and events, but will work with SPFL to assure access to Exploration Park tenants and their employees. Park employee badges, entry via State Road 3, or other access assurance methods may be involved. In the event of extraordinary and unpredictable circumstances that could arise from hostile acts, warfare, major accidents, or natural disaster, access by the SPFL, tenants, and their employees will be no less than NASA-badged KSC administrative employees. NASA-KSC will define easements, as may be required, to enable the extension of utilities and any other element of NASA Exploration Park improvements across property within or outside of the Leased Property.

4.6 Right of Entry. NASA-KSC reserves the right to enter the Leased Property without prior notification of SPFL at any time for reasons it deems in its sole discretion to constitute an emergency requiring immediate response and at other times for reasons it deems in its sole discretion to be necessary to the protection or administration of its property subject to the prior notification of SPFL. Any claim for liability for property damage to, or personal injuries on, the Leased Property resulting from NASA-KSC's entry on the Leased Property shall be determined pursuant to the Federal Tort Claims Act, 28 U.S.C. §1346, *et seq.*

4.7 Impact from Operations on Other NASA-KSC Land. SPFL acknowledges and accepts impacts to its operations at Exploration Park that may arise from KSC land management practices on other NASA-KSC land, such as controlled burning and habitat management

performed from time to time by the U.S. Fish and Wildlife Service. In the event that NASA-KSC receives notification that there is to be a controlled burn adjacent to the Leased Property, then NASA-KSC shall immediately notify SPFL so that the controlled burn can be coordinated with SPFL. Any claim for liability for property damage to, or personal injuries on, the Leased Property resulting from NASA-KSC's land management practices shall be subject to the Federal Tort Claims Act, 28 U.S.C. §1346, *et seq.*

ARTICLE 5 DEVELOPMENT AND DEVELOPMENT ADMINISTRATION

5.1 Development and Development Administration Responsibilities. All development activities performed upon the Leased Property by SPFL, or by a Master Developer, developers, or any others, pursuant to agreements entered into with SPFL, shall be governed and administered by the terms and conditions of this Lease. The Parties agree to the following division of responsibilities:

(a) NASA-KSC shall be the Authority Having Jurisdiction (AHJ) with regard to all matters involving life safety code requirements, implementation, and enforcement. The NASA-KSC AHJ shall certify occupancy for all structures and facilities constructed upon the Leased Property and any offsite improvements required to be constructed in support of SPFL's Permitted Use of the Leased Property.

(b) SPFL shall be responsible, as required, to adopt, establish, inspect, and enforce development codes for buildings, structures, and any other improvements to the Leased Property. SPFL shall be responsible for requiring and assuring a certification of occupancy for all structures and facilities constructed upon the Leased Property.

(c) In addition, SPFL shall be responsible for the adoption and enforcement of development standards, and any CCRs established and intended to govern and control development upon the Leased Property, provided that NASA-KSC shall have a right to review and approve development standards and CCRs proposed by SPFL prior to their adoption and enforcement upon development upon the Leased Property.

(d) NASA-KSC is responsible for establishing general land use designations for the Federal land comprising Kennedy Space Center and for development regulations and practices required to ensure compatibility of activities upon the Leased Property with surrounding uses and the overall operation of Kennedy Space Center and its Master Plan.

(e) NASA-KSC as the Federal property owner will determine which party will apply for and hold any required environmental permits. Unless specifically provided for in this Lease, NASA-KSC shall be presumed to be the applicant and holder of any such permit required for activities upon the Leased Property, provided that NASA-KSC and SPFL will cooperate in the establishment of an Environmental Permitting Matrix to be incorporated as Exhibit G ("**Environmental Permits Matrix**") of this Lease. Irrespective of whether NASA-KSC, SPFL, or individual tenants apply for and hold permits, all costs associated with the application and permitting process shall be borne by SPFL or their tenants upon the Leased Property, and not by

NASA-KSC, including all permits required for the NASA Exploration Park Improvements whether constructed upon the Leased Property or offsite.

5.2 Site Development Master Plan. SPFL shall submit for NASA-KSC approval a Site Development Master Plan for Exploration Park Phase 1, and for Exploration Park Phase 2 if SPFL elects to exercise its option as defined in paragraph 1.2. A Conceptual Site Development Master Plan is incorporated into this Lease as Exhibit C. This Exhibit will be updated upon NASA approval of a Final Site Development Master Plan for Phase 1, and at such times as the plan may be amended or revised by mutual agreement of the parties, and as required for Phase 2. Each such Site Development Master Plan shall be consistent with the previously completed Environmental Assessment for Phase 1, and the Environmental Impact Statement (EIS) for the property contained in Phase 2, addressing any mitigation required therein, and shall show perimeter controls (if any), access points, internal roadways, structures, storm water retention or drainage, and any other site improvements.

The Final Site Development Plan shall, at a minimum, show the planned interior roadway system layout and details regarding the intersection with Space Commerce Way or any other offsite proposed linkages; the storm water and drainage system, utilities distribution within the property and all connections to NASA-KSC utility systems or to non-NASA systems; delineate the conservation areas not to be developed and any sustainable design features; planned building sites including building footprints and associated parking and driveways; and generalized open space and common area plans. SPFL shall be responsible for ensuring that its Master Developer, developers, or contractors construct all facilities and structures upon the Leased Property in accordance with the NASA-approved Site Development Plans. The Environmental Assessment covering Exploration Park Phase 1 is incorporated as Exhibit D, and the EIS covering property contained in Phase 2 is incorporated by reference. NASA-KSC shall have sixty (60) days to review and approve, approve subject to comments, or disapprove the Final Site Development Plan and any amendments thereto.

5.3 NASA Site Development Permits. SPFL shall obtain from NASA-KSC excavation permits and/or environmental permits as may be required to perform site development and restoration. Construction and operation upon the Leased Property shall be managed by SPFL so as to not interfere with the Merritt Island Launch Area Ground Station S-Band Frequency link Line of Sight (LOS) restrictions as identified in the "KSC Facilities Master Plan" and Kennedy Customer Agreement (KCA-) 1706.

5.4 Non-interference with NASA Launch and Related Operations. SPFL shall manage its Exploration Park development and operations activities, and any tenant construction and operations, so as to avoid interference with KSC launch or launch-related operations. If SPFL or NASA identifies any potential or actual interference, SPFL shall be obligated to take immediate action to correct the situation. In the event that NASA-KSC determines that any activity of SPFL or its related entities constitutes a significant threat to any ongoing space launch or landing operation, NASA-KSC shall have the right to temporarily order immediate cessation of the activity, and SPFL shall immediately comply. It is understood that normal day-to-day operations of the park and use of the facilities by the approved tenants and their associated uses

in compliance with lease terms should not create an impact to ongoing space launch and landing operations.

5.5 Land Clearing Waste. All waste resulting from land clearing shall be disposed of off NASA-KSC property, unless otherwise approved by NASA-KSC. SPFL may be permitted to burn combustible vegetative materials onsite, upon approval by NASA-KSC and subject to issuance of a KSC burn permit. Burning may be limited or prohibited during periods of dry weather or when sensitive flight hardware is housed in the vicinity of the burn site.

5.6 Safety, Health, and Emergency Preparedness. SPFL shall ensure a safe and healthy working environment throughout Exploration Park. SPFL or their assignee shall retain effective right of entry to any facility in Exploration Park to ensure safety compliance and shall have stop work authority for any activity found to be noncompliant with Occupational Safety and Health Administration (OSHA) standards and requirements.

SPFL shall require Exploration Park tenants to be considered the "employer" or the "general" contractor for OSHA purposes, be responsible for regulatory compliance, and cooperate with and allow access to OSHA compliance officers and other regulatory inspectors. SPFL shall require each tenant to be responsible for the safety and health of facility occupants, including but not limited to, employees, contractors, subcontractors, and visitors and require each tenant to meet all local, state, and Federal requirements for the protection of public health and safety.

SPFL shall develop and manage an Exploration Park Emergency Preparedness Program. A copy of program documentation shall be provided to NASA-KSC. NASA will coordinate Emergency Preparedness planning with the SPFL, but will not be responsible for Exploration Park hurricane or severe weather preparations, notifications or evacuations measures. SPFL and tenants of the Exploration Park will not be required to follow NASA regulations on hurricane preparedness, evacuation or clean-up, but may be affected by evacuation and closure of Kennedy Space Center. SPFL acknowledges such potential impacts to its activities on the Leased Property and agrees to cooperate with NASA-KSC to ensure a safe and effective response to emergency events. Notifications to NASA-KSC and investigation of mishaps are required as described in Article 14.2.

ARTICLE 6 DESIGN AND CONSTRUCTION OF FACILITIES

6.1 Facilities Design and Construction. SPFL shall require the design and construction of all facilities to be in compliance with all applicable local, state, and Federal laws and regulations, including Chapter 373, Florida Statutes, and in conformance to the latest edition of the Florida Building Code and other design and construction standards adopted by the state and in effect prior to the start of design. SPFL shall provide to NASA-KSC all facility and facility value data as may be required for NASA-KSC to comply with NASA project approval and real property reporting purposes, as well as copies of all specifications and design drawings, and a complete set of as-built drawings for each facility completed. This shall include as appropriate supporting project documentation prepared and submitted in accordance with the

requirements of NASA Procedural Requirements (NPR) 8820.2, *Facility Project Requirements* (NASA Form 1509, *Facility Project - Brief Project Document*; and NASA Form 1510, *Facility Project Cost Estimate)*, as well as NASA Form 1046, *Transfer and/or Notification of Acceptance of Accountability of Real Property.*

6.2 NASA Design Review and Approval/Construction Inspection. Except as otherwise provided with respect to permanent improvements to NASA's real property, NASA's design review and approval and inspection of construction shall be required only for the determination of life safety code compliance of Exploration Park site infrastructure and building construction as necessary to support a certification of occupancy by the AHJ. At NASA's sole discretion, the AHJ may use either NASA contractors or independent contractors employed by SPFL and acceptable to the AHJ to perform design review for code compliance and inspect construction/installation of life safety systems to support the issuance by the AHJ of a certification of occupancy.

6.3 Sustainable Design Requirement. All construction and operations within Exploration Park shall incorporate, to the greatest extent practicable, measures to conserve energy, water, and other renewable and nonrenewable resources. Landscaping practices shall maximize native plant species and compatibility with the natural conditions of Merritt Island National Wildlife Refuge. Adopted design standards must identify allowable plant species to ensure this compatibility. Construction in Exploration Park shall meet, as a minimum, the sustainable design standards represented by the Leadership in Energy and Environmental Design "Silver" rating as identified by the United States Green Building Council. Appropriate credit for SPFL's Exploration Park infrastructure design and site features may be counted toward each facility project's score in determining compliance with the Silver rating. If economic or practical considerations render a proposed project infeasible due to this requirement, SPFL may request from NASA a waiver of the "Silver" standard with appropriate justification. The granting of such a waiver shall be subject to the approval of NASA Headquarters Facilities Engineering, and Real Property Division.

6.4 Adoption and Review of Design Standards. SPFL shall propose, prepare, and submit for NASA's concurrence a complete set of Design Standards to govern the quality, consistency, aesthetics, and compatibility of all construction within Exploration Park. SPFL shall also propose, prepare, and submit for NASA's final concurrence legally enforceable CCRs that will serve as non-governmental land use controls on developers and tenants. SPFL shall establish a Design Review Committee to review site plans and project designs for compliance with the adopted standards and CCRs. NASA may, at its option, appoint a representative to the SPFL Design Review Committee to participate in the design review process. Waivers, deviations, and amendments to the approved Design Standards and/or the adopted CCRs shall require NASA's concurrence. NASA-KSC shall have sixty (60) days to review and approve, approve subject to comments, or disapprove the submitted Design Standards and CCRs and any amendments thereto.

6.5 NASA Exploration Park Improvements. SPFL shall design and construct the permanent site and necessary offsite infrastructure improvements, not including interconnection to KSC water, wastewater, and electric utilities which are addressed in Article 9, that will

constitute the NASA Exploration Park Improvements in compliance with the following: (a) all applicable local, state, and Federal laws and regulations, including Chapter 373, Florida Statutes; (b) the latest edition of the Florida Building Code and other design and construction standards adopted by the state and in effect prior to the start of design; and (c) applicable NASA or KSC specifications and standards in effect prior to the start of design. All specifications and design drawings for improvements that will become NASA's as permanent improvements to its real property shall be submitted to NASA for its review and approval at the 30, 60, and 90 percent level of completion. NASA-KSC shall also be furnished a copy of the final 100 percent design drawings as approved. In the event that NASA-KSC does not approve, approve subject to comments, or disapprove such specifications and designs within fourteen (14) business days after receipt, then the specifications and designs shall be deemed to be approved. Upon completion of any element of the NASA Exploration Park Improvements, SPFL shall provide to NASA-KSC all final specifications, as well as a complete set of as-built drawings.

6.6 Davis-Bacon Act Compliance. If any project or element of work to be performed by SPFL for the NASA Exploration Park Improvements, or for any other facilities, is determined to be subject to the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141 *et seq.*), SPFL and/or its Master Developer or developers, and their contractor(s), shall comply with all wage determinations and other applicable provisions.

6.7 Warranties. SPFL and its contractors shall take all steps necessary to ensure that NASA enjoys the benefits of all manufacturers' warranties for any facility, equipment, system, or portion of system that is constructed as part of the NASA Exploration Park Improvements, however titled.

6.8 Final Completion of NASA Real Property Improvements. As SPFL completes the construction of the discrete elements of the NASA Exploration Park Improvements, it shall notify NASA-KSC in writing of such completion. NASA-KSC shall inspect the completed system or facility within fourteen (14) business days of receiving such notice and give SPFL written notice specifying any details of construction or system adjustment which remain to be performed by SPFL, and except for the details contained in such written notice from NASA-KSC, and delivery of as-built drawings, all obligations of SPFL in regard to the construction of the element shall be deemed to have been satisfied. Final completion of any element of the NASA Exploration Park Improvements will be documented in writing by the NASA-KSC Director of Center Operations.

ARTICLE 7 OPERATIONS AND MAINTENANCE

7.1 General Requirements. SPFL shall be responsible for the ongoing management, operation, and maintenance of all activities upon the Leased Property, including all related expenses for maintenance and repair of Exploration Park infrastructure, tenant services, enforcement of standards, enforcement of CCRs, emergency preparedness, and all other property management functions normal and customary for a mixed-use, multitenant development like that envisioned by SPFL for Exploration Park.

7.2 Safety Responsibilities. SPFL shall be responsible for implementing and monitoring safety policies, procedures, and operations upon the Leased Property and within all facilities constructed thereon. NASA-KSC will have the right to evaluate and control any use, activity, or operation upon the Leased Property that has the potential to impact areas outside the Leased Property.

7.3 Operation and Maintenance of NASA Exploration Park Improvements. Except as provided under Article 9, SPFL, at its own expense, shall maintain and repair as required the NASA Exploration Park Improvements, including any portions located off the Leased Property, throughout the term of this Lease. SPFL shall perform preventive maintenance in accordance with manufacturer's recommendations and consistent with standard industry practices. SPFL shall perform corrective maintenance or repairs, at its own expense, as required to keep the NASA Exploration Park Improvements operating at reasonable performance capability and to ensure delivery of services needed by tenants on the Leased Property. In the event that repairs to the NASA Exploration Park Improvements are necessary due to fire, natural disaster, or other casualty, then such repairs shall be the responsibility of SPFL during the term of this Lease and NASA-KSC shall not be obligated to make such repairs.

7.4 Records and Notices. SPFL shall maintain records of all preventive and corrective maintenance performed on the NASA Exploration Park Improvements and shall submit copies of all such records to NASA-KSC on an annual basis, unless determined by NASA-KSC to be required more or less frequently for specific elements. SPFL shall promptly notify NASA-KSC of any scheduled or unscheduled maintenance and repair (e.g., outages) activity with a potential to affect KSC utility systems which service Exploration Park. NASA-KSC reserves the right to require rescheduling of any such planned outage if it is determined that it will interfere with KSC launch or launch-related operations (reference Article 5.4).

7.5 NASA's Right to Intervene. If NASA determines that SPFL is not managing, operating, or maintaining essential facilities or services in accordance with the requirements of this Lease, and such failure is deemed to pose a threat to life safety or to the well-being of tenants and/or the operational capability of facilities constructed under subleases by SPFL, then NASA-KSC may issue a notice of deficiency which, if not promptly corrected, shall constitute an event of default pursuant to Article 13. If NASA in its sole judgment determines that an emergency condition exists, then it may act independently to correct the condition and SPFL shall be liable for all costs incurred by NASA.

ARTICLE 8 ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

8.1 Phase 1 Assessment Furnished to SPFL. Prior to the Commencement Date of any phase, or no later than ninety (90) days thereafter, NASA-KSC shall, at its own expense, prepare a Phase 1 Assessment ("**Phase 1 Assessment**") for the Leased Property, to be acknowledged and signed by representatives of NASA-KSC and SPFL. The Phase 1 Assessment shall set forth those environmental conditions and matters affecting the Leased Property known as of the Commencement Date as determined from records of the Leased Property and the analysis reflected therein. SPFL shall not be responsible to remedy any environmental conditions and matters affecting the Leased Property that are documented in the Phase 1 Assessment. If the

Phase 1 Assessment identifies potential soil or ground water contamination requiring further investigation, NASA-KSC will perform such investigations and append the findings to the Phase 1 Assessment.

8.2 Environmental Definitions. As used in this Lease, "**Hazardous Material**" shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant; (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof; (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or a reproductive toxicant; or (d) otherwise regulated pursuant to any Environmental Law. As used in this Lease, "**Environmental Law**" shall mean all Federal, state, and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations, and similar requirements of all Federal, state, and local governmental agencies (including NASA-KSC) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. As used in this Lease, "**Lease Activities**" shall mean the lawful activities of SPFL that are part of the ordinary course of SPFL's business in accordance with the Permitted Use. As used in this Lease, "**Materials**" shall mean the materials handled, used, or stored by SPFL in the ordinary course of conducting Lease Activities.

8.3 Environmental Requirements. SPFL is responsible for environmental compliance for all conveyed land and activities conducted thereon. SPFL shall notify the NASA-KSC Environmental Program Office of any pollution incident (i.e., unregulated release of a pollutant into the environment) or of any realized or suspected activity or event that could result in a non-compliance with any Federal, state, local, or KSC environmental requirement or any environmental permit held by the SPFL or one of its tenants, or by NASA-KSC. SPFL shall provide an environmental review/status annually to the NASA-KSC Environmental Program Branches at a predetermined, regularly scheduled meeting or as otherwise arranged by the Parties. In addition, SPFL:

(a) Is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in the Environmental Assessment and associated Finding of No Significant Impact (FONSI) (Attachment D);

(b) Shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, SPFL shall cease its activities at the site and immediately notify said NASA offices and protect the site and the material from further disturbance until said NASA offices give clearance to proceed. Any costs resulting from this delay shall be the responsibility of SPFL;

(c) Shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of solid and hazardous wastes and hazardous substances generated by its activities in accordance with the requirements of 10 U.S.C. §2692, *Storage, treatment, and disposal of non-defense toxic and hazardous materials.*

(d) Shall comply with all Federal, state, and local policies and regulations governing the use, handling and disposal of hazardous waste. SPFL shall be responsible for the cost of proper disposal of solid and hazardous wastes generated by its activities under this Lease. SPFL may utilize NASA's centralized systems for the handling, treatment, storage, and disposal of solid and hazardous wastes on a cost-reimbursable basis. Upon discovery of previously unknown hazardous wastes or hazardous substances or of any release to the environment of hazardous materials or wastes on the Premises, SPFL shall immediately notify NASA-KSC of such discovery and cease activities at the site of the discovery, except such activities as may be directed at containing any release. The terms "hazardous materials", "solid wastes", "hazardous wastes", and "hazardous substances" are as defined in the Federal Water Pollution Control Act, CERCLA, SWDA, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations.

8.4 NASA Right to Inspect for Compliance. Representatives of NASA Environmental Program Branches may enter upon and into the Premises with or without notice for the purpose of ensuring compliance with the environmental terms and conditions of this Lease.

8.5 Flow-down and Liability Related to Subleases. SPFL shall flow down to incorporate and enforce all environmental compliance requirements as defined in this Article regarding all developers, contractors, tenants, and facility owners performing Permitted Uses upon the Leased Property under subleases or any other agreement with SPFL. SPFL shall be liable for any environmental contamination, and any noncompliance with environmental requirements including all associated penalities and/or fines resulting from such activities, regardless of NASA's consent to such activities, and all such activities shall be deemed Lease Activities.

8.6 Phase 1 Assessment to NASA-KSC. Upon completion of the restoration of the Leased Property pursuant to Article 11, SPFL shall prepare, at its own expense, and submit to NASA-KSC an updated Phase 1 Assessment, to be acknowledged and signed by representatives of NASA-KSC and SPFL. The Phase 1 Assessment shall set forth those environmental conditions and matters affecting the Leased Property known as of the restoration date, based on all known activities that have occurred at the Leased Property as well as information contained in the records of the Leased Property and the analysis reflected therein. NASA-KSC may require sampling of soil and/or surface and ground water to verify environmental conditions. SPFL shall not be obligated to remedy any environmental conditions and matters affecting the Leased Property that are not a result of SPFL's Lease Activities on the Leased Property. SPFL shall be liable for and required to remedy any environmental conditions and matters affecting the Leased Property that are found to be a result of SPFL's Lease Activities on the Leased Property.

ARTICLE 9 UTILITIES AND INSTITUTIONAL SERVICES

9.1 General. Provided it has the availability and capacity to commit to SPFL's requested service levels for planned development, NASA-KSC will provide to SPFL, and SPFL will acquire from NASA-KSC, all necessary utility and institutional services on a reimbursable basis to support the requirements for permitted uses and facilities upon the Leased Property. The

categories and amount of such reimbursable service charges, and the annual adjustments thereto, shall be negotiated by the Parties as a separate Reimbursable Space Act Agreement (RSAA) which shall become Exhibit F to this Lease. NASA-KSC will furnish such services, and any other demand (optional) services requested by SPFL and available from NASA-KSC, pursuant to NASA's market-based pricing policy and based on comparable rates charged by neighboring municipalities and service providers.

9.2 Fire and Emergency Response. NASA-KSC shall provide fire and emergency response services for Exploration Park in accordance with the service levels specified in the RSAA on the basis of developed square footage of buildings and structures, the building types, and types of occupancy.

9.3 Security and Emergency Response. NASA-KSC will provide security and emergency response services for Exploration Park in accordance with the service levels specified in the RSAA for routine patrols of the vicinity and premises of Exploration Park, and shall coordinate law enforcement activities with the Brevard County Sheriff's Office. Security for entry to, or activities within, individual tenant facilities shall be the responsibility of the individual tenants.

9.4 Potable Water and Wastewater Treatment. NASA-KSC shall provide potable water and wastewater treatment services for Exploration Park Phase 1 by extension of existing KSC utility service systems provided that SPFL shall bear the costs of all required extensions, connections, and any necessary system upgrades to meet the levels of service required for Exploration Park Phase 1. Services to be provided by NASA-KSC include the design, construction, and operations and maintenance of potable and wastewater utilities up to the SPFL facility service point or other utility system interface as determined by NASA-KSC. NASA may, at its sole discretion, authorize SPFL to procure and manage a single design and/or construction contractor(s) for all or portions of the required potable and wastewater utilities. Such infrastructure improvements and extensions to and through the Leased Property shall be an element of the NASA Exploration Park Improvements funded by SPFL. Potable water flow to Exploration Park Phase 1 will be metered to determine the water consumption and wastewater system impacts. Charges for potable water and wastewater service obtained through NASA-KSC will be as detailed in the RSAA. Potable water and wastewater treatment services for Exploration Park Phase 2 will be negotiated between the Parties if Phase 2 is implemented and in consideration of the scope and nature of development proposed in the Phase 2 Site Development Master Plan.

9.5 Electric Power. SPFL may, at its sole option, enter into a service arrangement with Florida Power & Light for commercially provided electric power service to Exploration Park Phase 1 or develop its own power generating capacity from renewable sources. If SPFL wishes to obtain electric power service from NASA-KSC, such service will be subject to the availability of capacity to service the demand requested for Exploration Park Phase 1 and subject to the operating constraints that may be imposed by NASA's priority requirements for Center operations. If SPFL requests electric power service through NASA-KSC, and NASA agrees that capacity exists in its distribution system to meet such demand, NASA-KSC shall provide power service to Exploration Park Phase 1 by extension of existing KSC utility service systems

provided that SPFL shall bear the costs of all required extensions, connections, and any necessary system upgrades to meet the levels of service required for Exploration Park Phase 1. Services to be provided by NASA-KSC include the design, construction, and operations and maintenance of electric utilities up to the SPFL facility service point. or other utility system interface as determined by NASA-KSC. NASA may, at its sole discretion, authorize SPFL to procure and manage a single design and/or construction contractor(s) for all or portions of the required electric utilities. Such infrastructure improvements and extensions to and through the Leased Property shall be an element of the NASA Exploration Park Improvements funded by SPFL. Electric power flow to Exploration Park Phase 1 will be metered to determine the consumption and KSC power distribution system impacts. Charges for electric power service obtained through NASA-KSC will be as detailed in the RSAA. Electric power services for Exploration Park Phase 2 will be negotiated between the Parties if Phase 2 is implemented and in consideration of the scope and nature of development proposed in the Phase 2 Site Development Master Plan.

9.6 Communications and Information Technology (IT) Services. Communications and IT services from commercial providers shall be obtained by SPFL independent of NASA-KSC service contracts, but may require use and service through KSC's communications and IT distribution infrastructure. SPFL shall bear any costs required to extend existing communications and IT infrastructure to Exploration Park, and shall reimburse NASA-KSC in accordance with the RSAA for costs associated with use of its communications and IT network infrastructure.

9.7 Development Administration. SPFL shall reimburse the costs incurred by NASA-KSC to perform its responsibilities in the review and approval of plans, designs, the inspection of construction, and the certification of occupancy of facilities constructed upon the Leased Property.

9.8 Other Services. SPFL may request other specific services that may be provided by NASA-KSC if available and pursuant to levels of service and rates negotiated in the RSAA.

9.9 General Administrative and Institutional Support. SPFL shall reimburse NASA-KSC for the general administrative services and institutional support required to facilitate, manage, and service the development of Exploration Park as a mixed-use, multitenant development upon the Leased Property.

9.10 Allocation of Reimbursable Charges to Tenants. It shall be the responsibility of SPFL to determine, assess, and collect all reimbursable use fees and service charges due to NASA-KSC that may be allocable to tenants in Exploration Park. SPFL shall be responsible to reimburse NASA-KSC for all services provided pursuant to the RSAA, regardless of whether SPFL has collected an allocable share of such costs from the tenants of Exploration Park.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 Damage or Injury. Except as otherwise provided in this Lease, NASA-KSC shall not be liable to SPFL, and SPFL hereby waives and releases all claims against NASA-KSC, for any damage to, or loss or theft of, any property or for any bodily or personal injury, illness, or death of any person in, on, or about the Leased Property arising at any time and from any cause whatsoever, unless the same is caused solely by the willful misconduct or gross negligence of NASA-KSC. SPFL shall indemnify and defend NASA-KSC against and hold NASA-KSC harmless from all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and disbursements, arising from or related to any use or occupancy of the Leased Property, or any condition of the Leased Property, or any default in the performance of SPFL's obligations under this Lease, or any damage to any property (including property of SPFL and its developers, contractors, tenants, employees, and visitors of Exploration Park), or any bodily or personal injury, illness, or death of any person (including contractors, tenants, employees, and visitors of Exploration Park) occurring in, on, or about the Leased Property or any part thereof arising at any time and from any cause whatsoever (unless the same is caused solely by the willful misconduct or gross negligence of NASA-KSC), or occurring in, on, or about any part of the Leased Property when such damage, bodily or personal injury, illness, or death is caused by any act or omission of SPFL or its agents, employees, contractors, tenants, or visitors. This paragraph of this Lease shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination.

10.2 Insurance Requirements for SPFL. SPFL shall obtain and keep insurance coverage in the type and amounts described in paragraph 10.3 from its local government insurance pool carrier, or by a commercial carrier meeting the rating requirements of paragraph 10.4a. Except for NASA-KSC, SPFL shall also cause the Master Developer and any entity or entities that own improvements constructed upon the Leased property to obtain and maintain casualty insurance in an amount equal to the replacement value of such improvements.

10.3 Insurance Coverage and Amounts. SPFL acknowledges that any developers and contractors working upon the Leased Property, or upon NASA Exploration Park Improvements off the Leased Property, shall obtain and keep the following insurance: (a) commercial general liability insurance, including contractual liability, broad form property damage liability, fire legal liability, products and completed operations, and medical payments, with limits not less than two million dollars ($2,000,000) per occurrence and aggregate, insuring against claims for bodily injury, personal injury, and property damage arising from the use, occupancy, or maintenance of the Leased Property; (b) business auto liability insurance with limits not less than one million dollars ($1,000,000) per accident covering owned, hired, or nonowned vehicles; (c) workers' compensation insurance for all of its employees in statutory limits as required by Florida law; and (d) employers liability insurance which affords not less than five hundred thousand dollars ($500,000) for each coverage. SPFL, at its option, may maintain all risk property insurance for all real or personal property, fixtures, and equipment of SPFL installed by SPFL in the Leased Property, and for NASA Exploration Park Improvements, and may obtain business income and extra expense coverage. Any assignees under this Lease shall also be required to obtain and keep the foregoing insurance with such coverage amounts. Any sub-lessees under this Lease shall also be required to obtain and keep the foregoing insurance coverage and amounts unless

NASA-KSC consents to different coverages and amounts pursuant to its review and approval of subleases.

10.4 Insurance Requirements.

(a) Except as otherwise provided herein, all insurance and all renewals thereof shall be issued by companies with a rating of at least "A- VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor or, if there is no equivalent successor rating, otherwise acceptable to NASA-KSC) and be licensed to do and doing business in Florida.

(b) Except as otherwise provided herein, each policy shall be endorsed to provide that the policy shall not be canceled or materially altered without thirty (30) days prior written notice to NASA-KSC and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA-KSC and such period of thirty (30) days shall have expired.

(c) Except as otherwise provided herein, the commercial general liability and any automobile liability insurance shall be endorsed to name NASA-KSC (and any other parties designated by NASA-KSC) as an additional insured, shall be primary and noncontributing with any insurance which may be carried by NASA-KSC, and shall afford coverage for all claims based on any act, omission, event, or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

(d) In the event that SPFL assigns the Lease or sublets the Leased Property, then such assignee or sublessee shall deliver certificates of insurance and endorsements to NASA-KSC at least ten (10) days before the transfer date between SPFL and the assignee or the sublessee and at least ten (10) days before expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
John F. Kennedy Space Center
Attn: Office of the Chief Counsel
Mail Code: CC
Kennedy Space Center, FL 32899

(e) All of the insurance amounts specified in paragraph 10.2 shall be escalated every fifth year as reasonably determined by NASA-KSC using appropriate indices to generally ensure that the amounts are increased to keep up with currency inflation.

10.5 Subrogation. In the event that SPFL assigns the Lease or sublets the Leased Property, the assignees or sublessees shall waive, under all policies of insurance now or hereafter carried by the assignees or sublessees insuring or covering the Leased Property or any operation thereof, all rights of subrogation which any such insurer may have to any claims of the assignees or sublessees against NASA-KSC. Assignees or sublessees shall procure from each of the

insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of assignees or sublessees against NASA-KSC by obtaining from the insurer the following statement: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

10.6 Performance and Payment Bonds. Prior to beginning work on the Kennedy Space Center under any contract for construction pursuant to this Lease, SPFL shall cause the construction contractor to provide, in a form acceptable to SPFL and NASA-KSC, two bonds for each contract; specifically, a performance bond and a payment bond, each with a good and sufficient surety or sureties acceptable to NASA-KSC and SPFL. SPFL and NASA-KSC shall be named on such bonds as copayees.

The penal amount for each performance bond shall be one hundred (100) percent of the contract value at the time of the award. Performance bonds shall be submitted in the form and following the procedures in Federal Acquisition Regulation (FAR) 52.228-15 and FAR Part 28.

Payment bonds shall be submitted in the form and following the procedures in FAR 52.228-15 and FAR Part 28. In addition:

(a) When the contract value is one (1) million dollars or less, the penal sum will be fifty (50) percent of the contract value.

(b) When the contract value is in excess of one (1) million dollars but not in excess of five (5) million dollars, the penal sum shall be forty (40) percent of the contract value.

(c) When the contract value is more than five (5) million dollars, the penal sum shall be two and one half (2.5) million dollars.

SPFL shall promptly furnish additional bond security required to protect NASA-KSC and persons supplying labor and materials under any contract for construction entered into pursuant to this Lease if:

(a) Any surety upon any bond furnished under the above paragraphs becomes unacceptable to NASA in the reasonable exercise of its discretion;

(b) Any surety fails to furnish reports on its financial condition as reasonably required by NASA; or

(c) The contract value of any contract for construction entered into pursuant to this Lease is increased so that the penal sum of any bond becomes inadequate in the reasonable opinion of NASA-KSC.

ARTICLE 11 RESTORATION OF THE PROPERTY

11.1 General Requirements. On or before the expiration of this Lease, or upon its earlier termination pursuant to this Lease, all buildings, fixtures, equipment, and any other improvements, except for the NASA Exploration Park Improvements constructed as nonmonetary consideration, made by SPFL on or to the Leased Property, whether temporary or permanent in character, shall be removed and properly disposed of by SPFL, and SPFL shall restore the Leased Property to a cleared, graded condition or to a condition satisfactory to NASA-KSC within a reasonable time. Should SPFL fail or neglect to remove said property and restore the Leased Property within a reasonable time, then at the option of NASA-KSC, the buildings, fixtures, equipment, and any other improvements made by SPFL on the Leased Property shall either become the property of the United States without compensation to SPFL therefore, or NASA-KSC may cause the buildings, fixtures, equipment, and other improvements made by SPFL to be removed at the expense of SPFL, and SPFL shall have no claim for damages against the United States, its officers, or agents on account of such removal and restoration work. SPFL shall pay the United States within thirty (30) days after receiving a copy of any written invoices any reasonable sum which may be expended by NASA-KSC in accomplishing the restoration of the Leased Property pursuant to this section of this Lease. This Article 11 of this Lease shall survive the termination of this Lease with respect to any restoration related costs.

11.2 NASA Exploration Park Improvements. The permanent improvements to NASA's real property defined as the NASA Exploration Park Improvements for which title has been transferred to NASA pursuant to this Lease shall not be removed or damaged during the restoration activities required by this Article. SPFL shall be responsible for coordinating the planning and implementation of restoration activities to protect NASA's property up to points of interconnection with individual site structures and facilities.

ARTICLE 12 ASSIGNMENT AND SUBLEASE

12.1 Assignment. SPFL shall not, directly or indirectly, without the prior written consent of NASA-KSC, assign this Lease or any interest herein. SPFL shall not, directly or indirectly, without the prior written consent of NASA-KSC, pledge, mortgage, or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of SPFL involuntarily or by operation of law without the prior written consent of NASA-KSC. SPFL agrees that the instrument by which any assignment through which NASA-KSC's consent is accomplished shall expressly provide that the assignee will perform all of the covenants to be performed by SPFL under this Lease as and when performance is due after the effective date of the assignment and that NASA-KSC will have the right to enforce such covenants directly against such assignee. Any purported assignment without an instrument containing the foregoing provisions shall be void. Except as otherwise provided herein, if SPFL wishes to assign this Lease, SPFL shall give written notice to NASA-KSC identifying the intended assignee by name and address and specifying all of the terms of the intended assignment. SPFL shall give NASA-KSC such additional information concerning the intended assignee including complete financial statements and a business history and/or the intended

assignment (including true copies thereof) as NASA-KSC requests. Except as otherwise provided herein, for a period of thirty (30) days after such written notice is given by SPFL, NASA-KSC shall have the right, by giving written notice to SPFL, to consent in writing to the intended assignment, unless NASA-KSC determines not to consent. If NASA-KSC consents in writing, SPFL may complete the intended assignment subject to the following covenants: (a) the assignment shall be on the same terms as set forth in the written notice given by SPFL to NASA-KSC, and (b) no assignment shall be valid and no assignee shall take possession of the Leased Property or any part thereof until an executed duplicate original of such assignment has been delivered to NASA-KSC.

12.2 Sublease of the Leased Property and Improvements Thereon. The Parties agree that SPFL, either independently or in partnership with its Master Developer, shall have the right, subject to the terms and conditions of this Lease and its covenants regarding the development and operation of Exploration Park, to sublease developed sites or floor space within constructed buildings and facilities to tenants and end users to meet the purposes of this Lease. Except as otherwise provided herein, all subleases upon the Leased Property shall be (i) subject to the prior consent of NASA-KSC, (ii) included in the calculation of cash consideration due to NASA-KSC pursuant to this Lease, and (iii) otherwise conditioned as follows:

(a) SPFL must obtain NASA-KSC's prior written consent of the proposed Use and Tenant before executing any sublease, and all subleases must contain a provision specifying the permitted use or uses pursuant to NASA-KSC's consent.

(b) SPFL shall develop and provide to NASA-KSC for its review and approval a standard sublease document, or variations as may be required for different types of premises (e.g., development sites, office space, processing facilities), incorporating all applicable flow-down provisions of this Lease, prohibiting the tenant from subleasing without the written consent of both SPFL and NASA-KSC, providing for the payment to SPFL of fees as required to reimburse NASA-KSC for institutional and emergency services, and a provision for assignment of the sublease to NASA-KSC in the event of default by SPFL.

(c) Provided SPFL uses the approved standard sublease, SPFL will not be required to obtain NASA-KSC's prior written consent to execute the sublease, provided written consent of the proposed Use and Tenant has been received as required above, and a copy of the executed sublease is furnished to NASA-KSC for its records.

(d) NASA-KSC's prior review and written consent shall be required for any sublease upon the Leased Property that does not conform to the standard sublease.

12.3 SPFL Not Released. Except as otherwise provided herein, no assignment or sublease shall release SPFL from SPFL's obligations and liabilities under this Lease or alter the primary liability of SPFL to pay all rent and to perform all obligations to be paid and performed by SPFL. No assignment or sublease shall amend or modify this Lease in any respect, and every assignment and sublease shall be subject and subordinate to this Lease. The acceptance of rent by NASA-KSC from any other person or entity shall not be deemed to be a waiver by NASA-KSC of any provision of this Lease. Consent to one assignment or sublease shall not be deemed

consent to any subsequent assignment or sublease. SPFL shall pay to NASA-KSC all direct costs and shall reimburse NASA-KSC for all expenses incurred by NASA-KSC in connection with any assignment or sublease requested by SPFL. Except as otherwise provided herein, if any assignee, sublessee, or successor of SPFL defaults in the performance of any obligation to be performed by SPFL under this Lease, NASA-KSC may proceed directly against SPFL without the necessity of exhausting remedies against such assignee, sublessee, or successor.

12.4 Assignment of Contracts and Subleases to NASA-KSC. SPFL shall include in all contracts and subleases arising from the activities permitted under this lease a clause providing for assignment of the contract or sublease to NASA-KSC in the event of SPFL's termination or dissolution.

12.5 Mortgage. "Mortgage", as the term is used in this Lease, shall mean and include any mortgage, deed of trust, and/or assignment of leases encumbering SPFL's leasehold estate under this Lease made as security for indebtedness of SPFL. Under no circumstances shall any Mortgage encumber NASA-KSC's fee interest or reversionary interest in either the Leased Property or the NASA Exploration Park Improvements made thereon. The terms of any such Mortgage shall expressly state that neither the fee interest in the Leased Property or the NASA Exploration Park Improvements are encumbered thereby or otherwise secure any indebtedness of SPFL.

12.6 SPFL's Right to Mortgage. Subject to the foregoing provisions of this Article 12, SPFL shall have and is hereby given the right to mortgage (including any renewal, modification, extension or refinancing) the leasehold estate, and only the leasehold estate, created under this Lease and SPFL's interest in the facilities, and assign the rents from any subleases; provided, however, no such mortgage or assignment shall release or discharge SPFL from any of its duties and obligations hereunder.

ARTICLE 13 EVENTS OF DEFAULT AND REMEDIES

13.1 Default by SPFL. The occurrence of any one or more of the following events ("**Event of Default**") shall constitute a breach of this Lease by SPFL:

(a) SPFL fails to provide the consideration required under this Lease, or other amount of money or charge payable by SPFL, and such failure continues for more than sixty (60) days after written notice from NASA-KSC that such consideration becomes due or payable; or

(b) SPFL fails to perform or breaches any other agreement or covenant of this Lease to be performed or observed by SPFL as and when performance or observance is due, and such failure or breach continues for more than thirty (30) days after NASA-KSC gives written notice thereof to SPFL; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as SPFL, in strict accordance with a recovery plan approved in writing by NASA, commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes

with diligence and dispatch and completes the curing of such failure or breach within the time specified in the approved recovery plan; or

(c) SPFL abandons the Property.

13.2 Termination. If an Event of Default occurs, NASA-KSC shall have the right at any time to give a written termination notice to SPFL, and on the date specified in such notice, SPFL's right to possession shall terminate and this Lease shall terminate. Upon such termination, NASA-KSC shall have the full and immediate right to possession of the Leased Property and NASA-KSC shall have the right to recover from SPFL all amounts of money or charges otherwise due under this Lease, including but not limited to, amounts due for restoration of the Leased Property. Termination under this Article shall create no liability on the part of NASA-KSC for SPFL's capital costs of construction, maintenance, operation, upgrade, or removal of facilities, and such costs shall not be recoverable from NASA-KSC.

13.3 Continuation. If an Event of Default occurs, this Lease shall continue in effect for so long as NASA-KSC does not terminate SPFL's right to possession, and NASA-KSC shall have the right to enforce all its rights and remedies under this Lease, including the right to recover the consideration due under this Lease. Acts of maintenance or preservation or efforts to relet the Leased Property or the appointment of a receiver upon initiative of NASA-KSC to protect NASA-KSC's interest under this Lease shall not constitute a termination of SPFL's right to possession unless written notice of termination is given by NASA-KSC to SPFL.

13.4 Remedies Cumulative. Subject to Section 17.5, upon the occurrence of an Event of Default, NASA-KSC shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to NASA-KSC at law or in equity by statute or otherwise. Exercise by NASA-KSC of any remedy shall not be deemed to be an acceptance of surrender of the Leased Property by SPFL, either by agreement or by operation of law.

13.5 SPFL's Primary Duty. All agreements and covenants to be performed or observed by SPFL under this Lease shall be at SPFL's sole cost and expense and without any abatement of rent. If SPFL fails to pay any sum of money to be paid by SPFL or to perform any other act to be performed by SPFL under this Lease, NASA-KSC shall have the right, but shall not be obligated, and without waiving or releasing SPFL from any obligations of SPFL, to make any such payment or to perform any such other act on behalf of SPFL in accordance with this Lease. All sums so paid by NASA-KSC and all costs incurred or paid by NASA-KSC shall be deemed additional rent hereunder, and SPFL shall pay the same to NASA-KSC within thirty (30) days after receipt of written invoices, together with interest on all such sums and costs from the date of expenditure by NASA-KSC to the date of repayment by SPFL at the rate of ten (10) percent per annum.

13.6 Abandoned Property. If SPFL abandons the Leased Property, or is dispossessed by process of law or otherwise, all alterations, additions, fixtures, and improvements made by SPFL and left in the Leased Property, and all buildings, fixtures, equipment, and other improvements belonging to SPFL and left at the Leased Property, shall be deemed to be

abandoned. NASA-KSC may retain the same, or at the option of NASA-KSC, sell or otherwise dispose of the same in any commercially reasonable manner.

13.7 Default by NASA-KSC. If NASA-KSC defaults under this Lease, SPFL shall give written notice to NASA-KSC specifying such default with particularity, and NASA-KSC shall have sixty (60) days after receipt of such notice within which to cure such default. In the event of any default by NASA-KSC, SPFL's exclusive remedy shall be an action for damages against NASA-KSC as an agency of the United States.

ARTICLE 14 NOTICES AND PRINCIPAL POINTS OF CONTACT

14.1 Method. Except as otherwise specifically provided in this Lease, all requests, approvals, consents, notices, and other communications under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid and certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery, courier, or air express service), or sent via facsimile or electronic mail, and addressed to the applicable party as specified in this Lease below (or such other personnel or place as a party may from time to time designate in a written notice to the other party). Such requests, approvals, consents, notices, and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if delivered by United States mail; of hand delivery if hand delivered; or of transmission as evidenced by a machine-generated receipt or proof of transmission if sent via facsimile or electronic mail. If any such request, approval, consent, notice, or other communication is not received or cannot be delivered due to a change in the address of the receiving party, of which notice was not previously given to the sending party, or due to a refusal to accept by the receiving party, such request, approval, consent, notice, or other communication shall be effective on the date delivery is attempted. Any request, approval, consent, notice, or other communication under this Lease may be given on behalf of a party by the attorney for such party.

NASA-KSC:
James E. Ball
Center Planning and Development Office
John F. Kennedy Space Center, NASA
Mail Code: TA-A3
Kennedy Space Center, FL 32899
321-867-2998 (voice)
321-861-9191 (fax)
E-mail: <James.E.Ball@nasa.gov>

SPFL:
Allison Odyssey
Engineering and Safety Manager
Mail Code: SPFL
Kennedy Space Center, FL 32899
321-730-5301 (voice)
321-730-5307 (fax)
E-mail: <aodyssey@spaceflorida.gov>

14.2 Close Calls and Mishaps.

(a) For purposes of this Lease, the following terms shall have the following meanings: (i) "**Close Call**" shall mean an occurrence or a condition of employee concern in which there is no injury, or only minor injury requiring first aid, or damage to property or equipment of less than one thousand dollars ($1000), but which possesses a potential to cause a Mishap (as defined below); and (ii) "**Mishap**" shall mean an unplanned event on or about the Leased Property and arising from the acts or omissions of SPFL or its employees, agents, contractors, or invitees that results in at least one of the following: (1) injury to any person; (2) damage to public or private property (including foreign property); (3) occupational injury or occupational illness to any person; or (4) failure of a NASA mission. SPFL shall report all Close Calls or Mishaps to NASA-KSC by telephoning the NASA-KSC Safety and Mission Assurance Directorate at 321-867-7233. If emergency response is required due to an injury, fire, release of hazardous materials or serious damage, call 911 (321-867-7911 from a cell phone).

(b) In addition, if a Mishap involves the death of an individual, or the hospitalization for inpatient care of three or more individuals, then as soon as possible after the Mishap but in no event more than eight hours after SPFL has knowledge of any such Mishap, SPFL shall notify both the OSHA by telephoning the area office nearest the site of the Mishap or OSHA's toll-free number, 800–321–6742, and the NASA-KSC Safety and Mission Assurance Directorate at 321-867-7911 (321-867-SAFE).

(c) NASA-KSC reserves the right, to be exercised in its sole discretion, to investigate any Mishap in accordance with NASA-KSC's policies and procedures. SPFL shall cooperate in any such investigation. If SPFL conducts an independent Mishap investigation, SPFL shall provide KSC with a copy of the final Mishap report.

ARTICLE 15 TRADE NAME AND TRADEMARK RIGHTS

15.1 Official Designation. "Exploration Park at Kennedy Space Center" and "Exploration Park" are the official designations of the Exploration Park project and site. SPFL acknowledges that these official designations are trade names, trademarks, and service marks of NASA's that NASA has registered pursuant to the laws and regulations of the United States and which are protected, at least as common law trade names, trademarks, and service marks, under the laws and regulations of the state of Florida.

15.2 Authorization to Use and Sublicense. SPFL is authorized to use the official designation of Exploration Park for marketing communications, site signage, public information, and other general identification purposes required in the performance of its responsibilities. No other NASA symbols, identifiers, logos, or insignias are to be used without the prior written approval by NASA. No other corporate or other identifiers, logos, or insignias are to be incorporated into signage or other communications products without NASA's prior written

approval. SPFL may sublicense the NASA Marks (as defined below) only with the prior written concurrence of NASA-KSC.

15.3 Trademarks. The mark depicted below is claimed by NASA as a trade name, trademark, and service mark, with registration of the same (together with "Exploration Park") having been duly issued as service mark registrations by the United States Patent and Trademark Office. All of NASA's trademark rights, including, but not limited to, the "Exploration Park" and "Exploration Park at Kennedy Space Center" registrations shall be referred to in this Agreement as the "NASA Marks", The term "Territory", as used in this Agreement, shall refer to the physical location and vicinity of Exploration Park and other areas where SPFL intends to engage in marketing activities to attract customers.

National Aeronautics and Space Administration

EXPLORATION PARK at Kennedy Space Center

SPFL agrees to submit for NASA's prior written approval all promotional and advertising material that uses the NASA name, initials, insignia, seal or logotype prior to publication. Approval by NASA-KSC shall be based on applicable law (e.g. 42 U.S.C. §§2459b, 2472(a), and 2473(c)(1)); 14 CFR §1221.100 *et seq.*, and NASA and federal policy governing the use of the words "National Aeronautics and Space Administration," the letters "N A S A," and the NASA insignia, seal, and logotype.

15.4 Grant. During the term of this Agreement SPFL is granted the right to use the NASA Marks under the common law and under the auspices and privileges provided by the registrations covering the same, and SPFL hereby undertakes to use the NASA Marks in the Territory solely in connection with the rendition of the property development and property management services carried out pursuant to this Lease, such authorized services being hereinafter referred to as the "Services".

15.5 Quality of Services. SPFL shall use the NASA Marks only in connection with the Services rendered by or for the SPFL in accordance with the guidance and directions furnished to SPFL by NASA. The quality of the Services shall be as specified by NASA and be satisfactory to it. NASA shall be the sole judge of whether or not SPFL has met or is meeting the standards of quality so established.

15.6 Inspection. SPFL will permit duly authorized representatives of NASA to inspect the premises of SPFL where the NASA Marks are being used at all reasonable times, for the purpose of ascertaining or determining compliance with the provisions of this Agreement.

15.7 Use of NASA Marks. SPFL shall provide NASA with samples of all literature, brochures, signs, advertising material, and the like, prepared by or on behalf of SPFL, and SPFL shall obtain the prior written approval of NASA with respect to all such brochures, signs, and advertising material bearing any NASA Mark prior to any use thereof. When using the NASA Marks under this Agreement, SPFL undertakes to comply substantially with all laws pertaining to trade names, trademarks, and service marks in force at any time in the Territory. This provision includes compliance with any marking requirements as well as requirements associated with NASA's ability to provide evidence of the use of the NASA Marks in order to maintain and renew any registrations thereof. SPFL acknowledges that NASA must maintain quality control of SPFL's use of the NASA Marks. Accordingly, it shall provide to NASA, upon NASA's request, additional contemporary samples of all literature, brochures, signs, advertising material, and the like, to permit NASA to judge SPFL's compliance with its obligations hereunder. Should NASA, in its sole judgment, deem that SPFL is not in compliance, it shall furnish written notice thereof, specifying the reasons, and SPFL shall timely and diligently correct all such deficiencies.

15.8 Ownership of the NASA Marks. SPFL acknowledges NASA's exclusive right, title, and interest in and to the NASA Marks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair such right, title, and interest. In connection with the use of the NASA Marks, SPFL shall not in any manner represent that it has any ownership interest in the NASA Marks or registrations thereof, and SPFL acknowledges that its use of any NASA Mark shall inure to the exclusive benefit of NASA. On termination of this Agreement in any manner, as provided herein, SPFL will cease and desist from all use of the NASA Marks in any way and will, upon NASA's written request, deliver up to NASA, all materials and papers upon which any NASA Mark appears. SPFL will not at any time adopt or use, without the NASA's prior written consent, any name, word, or mark which is likely to be similar to, or confusing with, any of the NASA Marks.

Wherever the prior consent or permission of NASA is required under this Article, such consent or permission shall not be deemed effective unless given in writing by a duly authorized official representative of NASA.

ARTICLE 16 EXCLUSIVITY

Nothing in this Agreement will be construed to prohibit NASA-KSC from entering into land use agreements with other entities for other designated sites on other NASA property or for the lease or utilization of existing NASA-owned facilities. If SPFL does not diligently exercise its development rights to any phase of Exploration Park as contemplated in this Lease, then NASA-KSC shall have the right to enter into any agreement on terms it deems advantageous for use or development of areas that have not been conveyed to SPFL.

ARTICLE 17 MISCELLANEOUS

17.1 General. The words "NASA-KSC" and "SPFL" as used herein shall include the plural as well as the singular. If there is more than one SPFL, the obligations hereunder imposed upon SPFL shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. This Lease shall benefit and bind NASA-KSC and SPFL and the permitted personal representatives, heirs, successors, and assigns of NASA-KSC and SPFL. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

17.2 No Waiver. The waiver by NASA-KSC or SPFL of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between NASA-KSC and SPFL in the administration of this Lease be construed to waive or to lessen the right of NASA-KSC or SPFL to insist upon the performance by NASA-KSC or SPFL in strict accordance with this Lease. The subsequent acceptance of rent hereunder by NASA-KSC or the payment of rent by SPFL shall not waive any preceding breach by SPFL of any covenant in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action.

17.3 Exhibits. The exhibits referred to in this Lease are hereby incorporated and made a part of this Lease.

17.4 Broker(s). SPFL warrants and represents to NASA-KSC that SPFL has negotiated this Lease directly with NASA-KSC and has not authorized or employed, or acted by implication to authorize or to employ, any other real estate broker to act for SPFL in connection with this Lease.

17.5 Damages. NASA-KSC and SPFL each hereby expressly, irrevocably, fully, and forever release, waive, and relinquishe any and all right to receive punitive, exemplary, and consequential damages from the other (or any past, present, or future member, trustee, director, officer, employee, agent, representative, or advisor of the other) in any claim, demand, action, suit, proceeding, or cause of action in which NASA-KSC and SPFL are parties, which in any way (directly or indirectly) arises out of, results from, or relates to, any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: this Lease; any past, present, or future act, omission, conduct, or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; or the enforcement of this Lease. NASA-KSC and SPFL reserve the right to recover actual damages, with interest, attorneys' fees, costs, and expenses as provided in this Lease, for any breach of this Lease.

17.6 Entire Agreement. There are no oral agreements between NASA-KSC and SPFL affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations,

arrangements, brochures, offers, agreements, and understandings, oral or written, if any, between NASA-KSC and SPFL or displayed by NASA-KSC to SPFL with respect to the subject matter of this Lease, the Leased Property. There are no commitments, representations, or assurances between NASA-KSC and SPFL or between any real estate broker and SPFL other than those expressly set forth in this Lease, and all reliance with respect to any commitments, representations, or assurances is solely upon commitments, representations, and assurances expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an agreement in writing signed by NASA-KSC and SPFL. Any modification changing the amount of, or due date for, consideration paid or received, or the commitment of land or other resources must be executed by the original signatories of the Lease or their successors. Changes to this Lease other than those listed above and which do not cause a material change to this Lease are considered administrative modifications to the Lease which may be executed by the Points of Contact designated in Section 14.1 or their successors.

17.7 Governing Law. NASA-KSC and SPFL agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity. United States Federal law governs this Lease for all purposes, including, but not limited to, determining the validity of this Lease, the meaning of its provisions, and the rights, obligations and remedies of the Parties. NASA-KSC and SPFL consent and agree that any legal proceeding involving this Lease, or the activities conducted under this Lease, which involves the United States, NASA-KSC, its Administrator, or any of its officials or employees, shall be brought in an Administrative Court or Federal Court of competent jurisdiction. SPFL shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

17.8 Taxes and Assessments. SPFL shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees, and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of NASA-KSC and SPFL (collectively "**Taxes**"), that are levied, assessed, charged, confirmed, or imposed by any public or government authority upon or against, or measured by, or reasonably attributable to, the Leased Property or any part thereof or any improvements constructed thereon. SPFL may contest the legal validity or amount of any Taxes for which it is responsible under this Lease, and may institute such proceedings as it considers necessary to recover or reduce its Taxes, provided that SPFL shall bear all expenses in pursuing such contest or proceeding. If a determination is made that local ad valorem taxes are assessable for improvements constructed upon the Leased Property, NASA-KSC will cooperate with SPFL to minimize any resulting duplication of services or fees.

17.9 Anti-Deficiency Act. NASA-KSC's ability to perform its obligations under this Lease is subject to the availability of appropriated funds. Nothing in this Lease commits the United States Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341).

17.10 Authority. NASA-KSC is the sole owner of the Leased Property and has the unrestricted right and authority to sign this Lease and to grant SPFL the rights granted in this Lease. There are no mortgages encumbering the Leased Property. NASA-KSC represents, to the best of its actual knowledge without having conducted any investigations, upon which representation SPFL has relied in the execution of this Lease, that the party named herein as NASA-KSC is the owner of the Leased Property in fee simple absolute, subject to all covenants, conditions, restrictions, and easements of record, and that it has full right, authority, and power to lease the Leased Property to SPFL for the term hereof.

17.11 Successors and Assigns. The terms and provisions of this Lease shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. NASA-KSC agrees to promptly notify SPFL upon the transfer of any interest in the Leased Property.

IN WITNESS WHEREOF, NASA-KSC and SPFL have executed this Lease as of the latter date set forth below:

NASA-KSC:
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
an agency of the United States of America

By: Robert D. Cabana
Robert D. Cabana
Director, John F. Kennedy Space Center

Date: 19 Dec 08

SPFL:
SPACE FLORIDA,
an independent special district and subdivision of the State of Florida

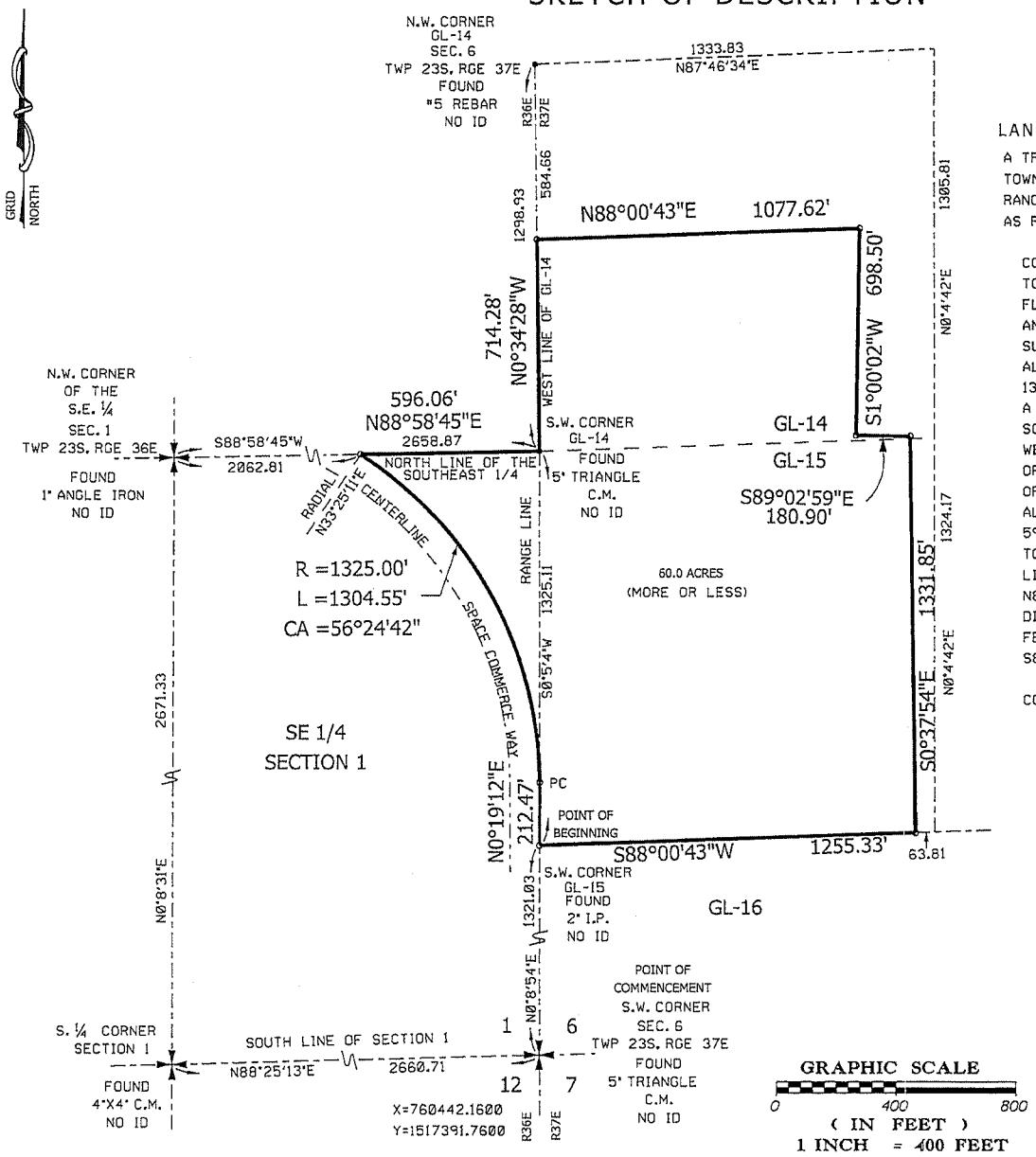
By Howard J. Haug
Howard Haug
Senior Vice President & CFO, Space Florida

Date: 12/19/08

EXHIBIT A

Legal Descriptions of Exploration Park Phase 1, Phase 1-a, and Phase 1-b

SKETCH OF DESCRIPTION



EXPLORATION PARK

PHASE 1

LAND DESCRIPTION

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965", THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET TO THE POINT OF BEGINNING; THENCE N00°19'12"E, FOR A DISTANCE OF 212.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1325.00 FEET; THENCE NORTH-WESTERLY 1304.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°24'42" TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST; THENCE N88°58'45"E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 596.06 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 14, SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST; THENCE N00°34'28"W, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 14, FOR A DISTANCE OF 714.28 FEET; THENCE N88°00'43"E, FOR A DISTANCE OF 1077.62 FEET; THENCE S01°00'02"W, FOR A DISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.90 FEET; THENCE S00°37'54"E, FOR A DISTANCE OF 1331.85 FEET; THENCE S88°00'43"W, FOR A DISTANCE OF 1255.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.0 ACRES MORE OR LESS.

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E, THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

ISC
INSTITUTIONAL SERVICES CONTRACT
60000, E&O BUILDING
KENNEDY SPACE CENTER, FLORIDA 32815

SPECIFICATION:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

EXPORATION PARK
PHASE I

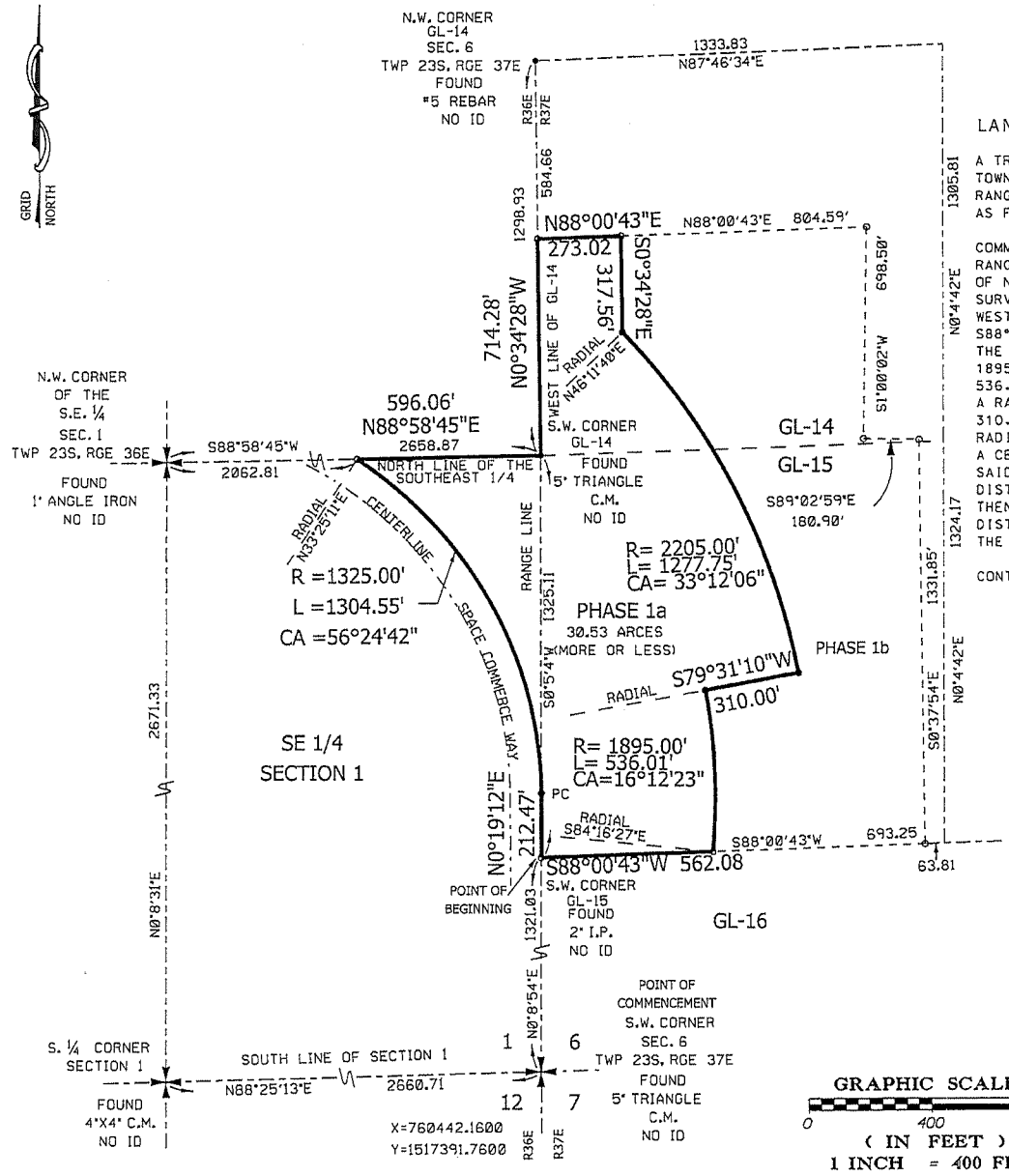
WON NO:	10174726
CAD DWG NO.	98K01930
CAD FILE NO:	P0198000.001

NAME	SIGNATURE	DATE
DRAWN BY ENGINEER		
DRAWN BY DRAFTER		
CHECKED BY CHECKER		
APPROVED BY SUPERVISOR		
REVIEWED BY ENGINEER		

DESCRIPTION

SHEET 1 OF 1

SKETCH OF DESCRIPTION



EXPLORATION PARK

PHASE 1a

LAND DESCRIPTION PHASE 1a

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965", THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET; THENCE S88°00'43"W.FOR A DISTANCE OF 562.08 FEET THE POINT OF BEGINNING. ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1895.00 FEET AND TO WHICH A RADIAL LINE BEARS S84°16'27"E; THENCE NORTHERLY 536.01FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'23" TO A POINT ON A RADIAL LINE ; THENCE S79°31'10"W, ALONG SAID RADIAL LINE FOR A DISTANCE OF 310.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY 1277.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'06" TO A NON-RADIAL LINE; THENCE N0°34'28"W, ALONG SAID NON-RADIAL LINE FOR A DISTANCE OF 317.56 FEET; THENCE N88°00'43"E FOR A DISTANCEOF 804.59 FEET; THENCE S01°00'02"W, FOR ADISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.09 FEET; THENCE S0°37'54"E, FOR A DISTANCE OF 1331.85 FEET;THENCE S88°00'43"W, FOR A DISTANCE OF 693.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.53 ACRES MORE OR LESS.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E.THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ISC
INSTITUTIONAL SERVICES CONTRACT
60650, E&O BUILDING
KENNEDY SPACE CENTER, FLORIDA 32815

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

EXPLORATION PARK
PHASE 1a

REVISIONS

COPYRIGHT 2006 ALL RIGHTS RESERVED REPRODUCTION OR USE IN ANY FORM OR BY ANY MEANS GRAPHIC ELECTRONIC MECHANICAL ETC. WITHOUT WRITTEN PERMISSION OF ITS OWNER(S) IS PROHIBITED. ALL SUBJECT TO GRAMMA PROTECTION.

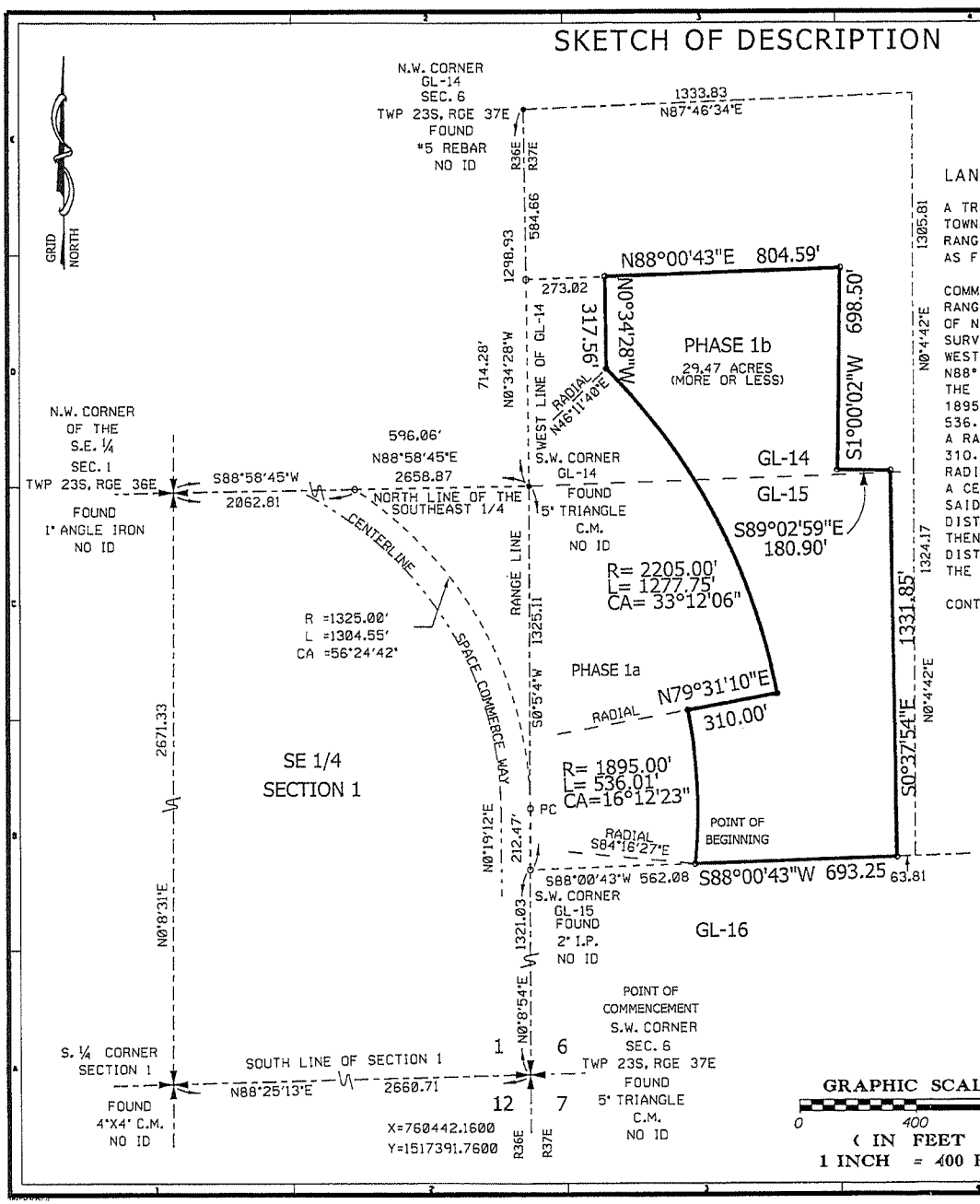
WON NO:	10174726
CAD DWG NO:	98K01080
CAD FILE NO:	F0198000.001

NAME	SIGNATURE	DATE
SURVEYOR IN ENGINEER		
DRAWN BY DRAFTER		
CHECKED BY CHECKER		
APPROVED BY SUPERVISOR		
APPROVED BY ENGINEER		

DESCRIPTION

SHEET 1 OF 1

SKETCH OF DESCRIPTION



EXPLORATION PARK

PHASE 1b

LAND DESCRIPTION PHASE 1b

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965", THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET; THENCE N88°00'43"E,FOR A DISTANCE OF 562.08 FEET THE POINT OF BEGINNING, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1895.00 FEET AND TO WHICH A RADIAL LINE BEARS S84°16'27"E; THENCE NORTHERLY 536.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'23" TO A POINT ON A RADIAL LINE ; THENCE N79°31'10"E, ALONG SAID RADIAL LINE FOR A DISTANCE OF 310.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2205.00 FEET; THENCE NORTHERLY 1277.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'06" TO A NON-RADIAL LINE; THENCE N0°34'28"W, ALONG SAID NON-RADIAL LINE FOR A DISTANCE OF 317.56 FEET; THENCE N88°00'43"E FOR A DISTANCEOF 804.59 FEET; THENCE S01°00'02"W, FOR A DISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.09 FEET; THENCE S0°37'54"E, FOR A DISTANCE OF 1331.85 FEET;THENCE S88°00'43"W, FOR A DISTANCE OF 693.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.47 ACRES MORE OR LESS.

ABBREVIATIONS

PC	POINT OF CURVATURE
IP	IRON PIPE
GL	GOVERNMENT LOT
CM	CONCRETE MONUMENT
NGS	NATIONAL GEODETIC SURVEY

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E,THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ISC

INSTITUTIONAL SERVICES CONTRACT
60050, E&O BUILDING
KENNEDY SPACE CENTER, FLORIDA 32815

SPECIFICATION:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

EXPLORATION PARK
PHASE 1b

REVISIONS

COPYRIGHT 2006 ALL RIGHTS RESERVED INSTITUTIONAL SERVICES CONTRACT INC. THIS DOCUMENT OR ANY PART THEREOF MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF INSTITUTIONAL SERVICES CONTRACT INC.

WON NO: 10174726
CAD DWG NO: 96K019180
CAD FILE NO: F0100000.001

NAME	SIGNATURE	DATE
ENGINEER		
DRAFTER		
CHECKER		
SUPERVISOR		
ENGINEER		

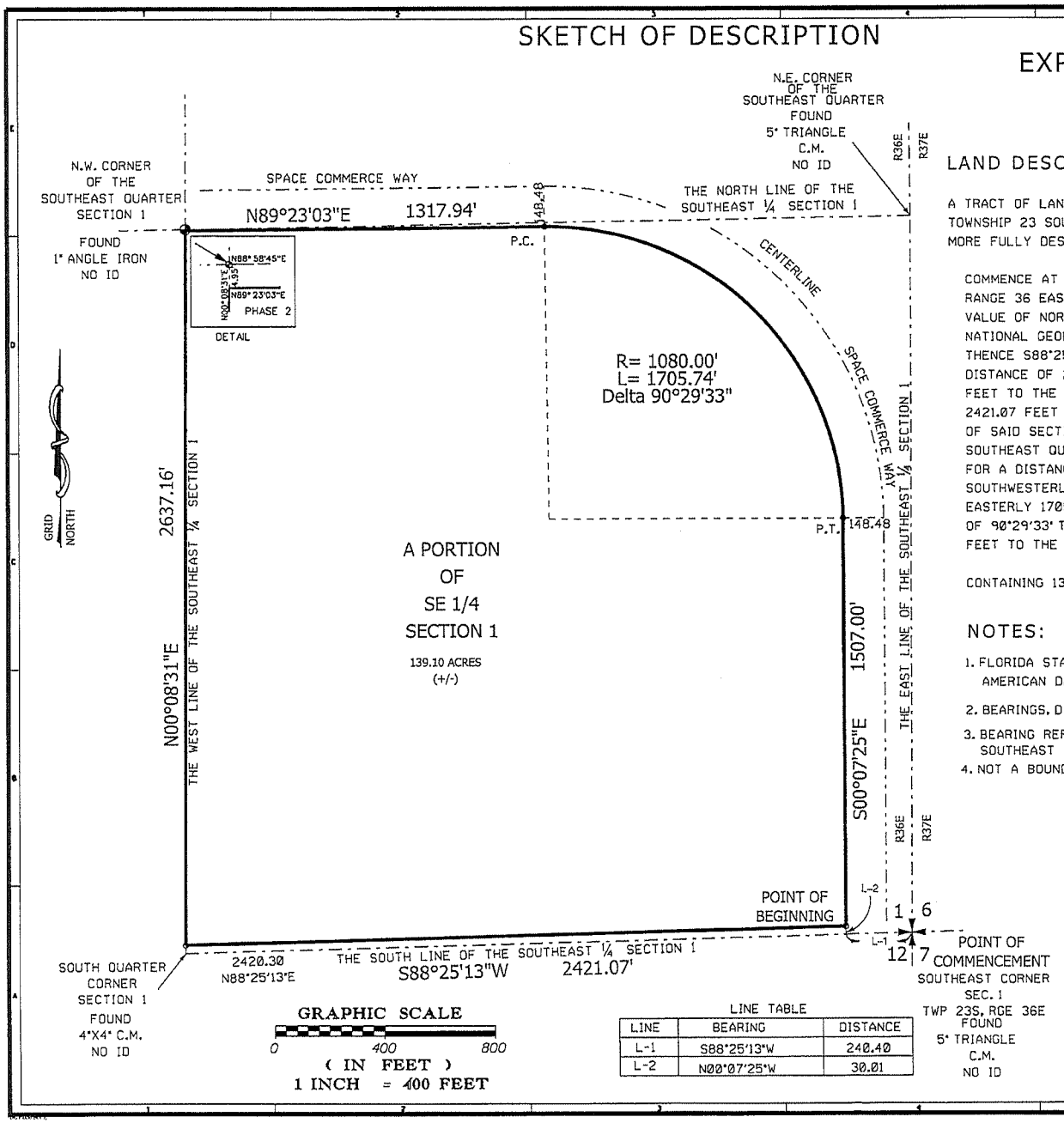
DESCRIPTION

SHEET 1 of 1

EXHIBIT B

Legal Description of Exploration Park Phase 2

SKETCH OF DESCRIPTION



LINE TABLE

LINE	BEARING	DISTANCE
L-1	S88°25'13"W	240.40
L-2	N00°07'25"W	30.01

EXPLORATION PARK

PHASE 2

LAND DESCRIPTION

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION 'STATIC 1965', THENCE S88°25'13"W, ALONG THE SOUTH LINE OF SAID SECTION 1, FOR A DISTANCE OF 240.40 FEET; THENCE N00°07'25"W, FOR A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING; THENCE S88°25'13"W, FOR A DISTANCE OF 2421.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE N00°08'31"E, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 2637.16 FEET; THENCE N89°23'03"E, FOR A DISTANCE OF 1317.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1080.00 FEET; THENCE SOUTHEASTERLY 1705.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°29'33" TO A POINT; THENCE S00°07'25"E, FOR A DISTANCE OF 1507.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 139.10 ACRES MORE OR LESS.

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: S88°25'13"W, THE SOUTH OF THE SOUTHEAST QUARTER SECTION 1.
4. NOT A BOUNDARY SURVEY.

ABBREVIATIONS

PC POINT OF CURVATURE
PT POINT OF TANGENT
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

ISC

INSTITUTIONAL SERVICES CONTRACT
00650, E&O BUILDING
KENNEDY SPACE CENTER, FLORIDA 32815

HAZARDOUS MATERIALS:
LISTED BELOW ARE THE KNOWN HAZARDOUS MATERIALS RELATED TO THE PROJECT. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS

	YES	NO
SUSPECTED LEAD	☒	☐
SUSPECTED ASBESTOS	☒	☐

IF THE CONTRACTOR ENCOUNTERS OR SUSPECTS ANY UNIDENTIFIED HAZARDOUS MATERIAL THAT PREVENTS HIM FROM PERFORMING THE CONTRACT WORK, CONTRACTOR IS NOT TO DISTURB THE MATERIAL IN QUESTION AND NOTIFY THE CONTRACTING OFFICER AT ONCE.

SPECIFICATION:
THESE DRAWINGS ARE PART OF A CONSTRUCTION DOCUMENT DO NOT WITHOUT INCLUDES SPECIFICATION HANDBOOK

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

EXPORATION PARK
PHASE 2

REVISIONS

COPYRIGHT 2000 ALL RIGHTS RESERVED REPRODUCTION IN WHOLE OR IN PART OF THIS WORK, CONTRACTS, DATA, DRAWINGS, SPECIFICATIONS, OR OTHER INFORMATION OF THE DEPARTMENT OF DEFENSE, NASA, OR SPACE TO OTHERS PROHIBITED

WON NO: 10174720
CAD DWG NO: 08K01980
CAD FILE NO: F0198000 001

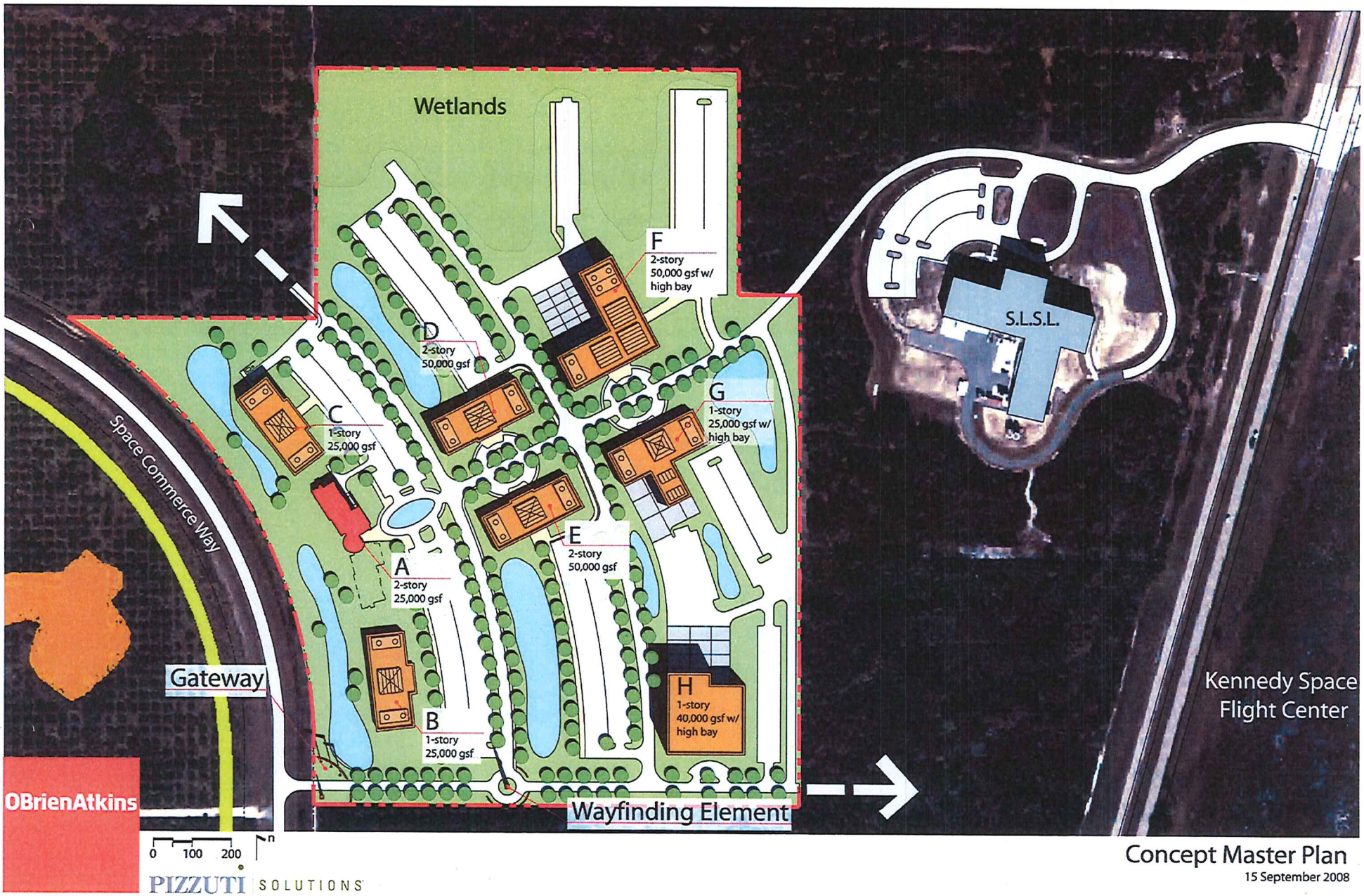
NAME	SIGNATURE	DATE
PREPARED BY ENGINEER		
DRAWN BY DRAFTER		
REVIEWED BY CHECKER		
APPROVED BY SUPERVISOR		
ACCEPTED BY ENGINEER		

DESCRIPTION

SHEET 1 of 1

EXHIBIT C

Site Development Master Plan



OBrienAtkins

PIZZUTI SOLUTIONS

Concept Master Plan

15 September 2008

EXHIBIT D

Environmental Assessment of the Leased Property

EXHIBIT E

Description and Projected Value of Nonmonetary Consideration

The table provides the description of identified required infrastructure improvements to NASA's real property, and the projected "in-kind" value to NASA as nonmonetary consideration based upon the Conceptual Site Development Master Plan (Exhibit C). The estimated costs include only the specific design, engineering, construction, and related permitting expenses for discrete systems and facilities which all together comprise the **NASA Exploration Park Improvements**.

Phase 1-a

CATEGORY	DESCRIPTION	ESTIMATED COSTS
Site fill	Fill transferred from nearby KSC borrow pit to meet minimum site elevation standards for otherwise developable acreage	$ 320,000
Transportation	Space Commerce Way intersection, interior road system, street lighting, entry and way-finding signage	625,000
Utilities	Potable water service connection and distribution; wastewater treatment connection and collection system; electric power feeder connection and distribution system; communications & IT connections and distribution system	1,320,000
Drainage	Storm-water retention system and on-site, off-site drainage	135,000
TOTAL Phase 1-a		**$ 2,400,000**

Phase 1-b

CATEGORY	DESCRIPTION	ESTIMATED COSTS
Site fill	Fill transferred from nearby KSC borrow pit to meet minimum site elevation standards for otherwise developable acreage	$ 250,000

Transportation	Space Commerce Way intersection improvements,interior road system, street lighting, way finding signage, connector road to SLS Lab	830,000
Utilities	Potable water service distribution, wastewater collection system, electric power distribution system, communications & IT distribution system	500,000
Drainage	Storm-water retention system and on-site, off-site drainage	120,000
TOTAL PHASE 1-b	**$**	**1,700,000**

EXHIBIT F

Reimbursable Space Act Agreement for KSC-furnished Services

EXHIBIT G

Environmental Permits Matrix

EXHIBIT G

Environmental Permits Matrix

Permit	Number	Date Issued	Date Expired	Point of Contact
St. Johns River Water Management District (SJRWMD) Environmental Resource Annual Monitoring Report (Form EN-55)	40-009-69567-2 2011, 2012, 2013 EN-55 Reports Completed	25 Jan 2011	24 Jan 2016	Janet White, Regulatory Information Management Specialist II, Division of Regulatory Information Management (SJRWMD)
U.S. Army Corps of Engineers (USACE) Permit Number	SAJ-2010-03170	14 Mar 2011	13 Mar 2016	Donald W. Kinard, Chief, Regulatory Division (USACE)
Florida Department of Environmental Protection (FDEP) Water Distribution System Extension	WD05-0127833-041 05-0127833-045 (Modification)	10 Feb 2011 24 Feb 2012	9 Feb 2016	Christianne C. Ferraro, P.E., Administrator, Water Resource Management (FDEP)
Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Transmission Individual Permit	CS05-0198281-020	30 Mar 2011	29 Mar 2016	Dennise Judy, Program Manager, Domestic Waste Permitting (FDEP)

ATTACHMENT E

Special Audit and Monitoring Requirements

The administration of funds awarded by SF to CSS-Dynamac under this Master Agreement, or any Task Order Agreement, may be subject to audits and/or monitoring by SF, as described in this Attachment E.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97 of the Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by SF staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, CSS-Dynamac agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by SF. In the event SF determines that a limited scope audit of CSS-Dynamac is appropriate, CSS-Dynamac agrees to comply with any additional instructions provided by SF staff to CSS-Dynamac regarding such audit. CSS-Dynamac further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

This part is applicable if CSS-Dynamac is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that CSS-Dynamac expends a total amount of state financial assistance equal to, or in excess of, Five Hundred Thousand Dollars($500,000.00) in any fiscal year of CSS-Dynamac, CSS-Dynamac must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, CSS-Dynamac shall consider all state financial assistance; including state financial assistance received from SF, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements. Section 17 of this Master Agreement provides the information from the Catalog of State Financial Assistance, including the standard state project number identifier, official title and description of the state project.

2. CSS-Dynamac shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If CSS-Dynamac expends less than Five Hundred Thousand Dollars ($500,000.00) in

state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that CSS-Dynamac expends less than Five Hundred Thousand Dollars ($500,000.00) in state financial assistance in its fiscal year and elects to have such an audit, the cost of the audit must be paid from CSS-Dynamac's resources (i.e., the cost of such an audit must be paid from CSS-Dynamac funds obtained from other than State entities).

4. CSS-Dynamac must include the record keeping requirements found herein in sub-recipients' contracts and subcontracts entered into by CSS-Dynamac for work required under terms of this Agreement. In the executed subcontract, CSS-Dynamac shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, CSS-Dynamac shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. CSS-Dynamac shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of Recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), CSS-Dynamac should access the website for the Florida Department of Financial Services located at https://apps.fldfs.com/fsaa/ for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website http://www.leg.state.fl.us/ and the Florida Auditor General's website http://www.state.fl.us/audgen.

REPORT SUBMISSION

1. Copies of financial reporting packages required by this Master Agreement shall be submitted by or on behalf of CSS-Dynamac directly to each of the following:

   A. SF at the following address:

      Desiree Mayfield, Contract Compliance Manager
      Space Florida
      505 Odyssey Way, Suite 300
      Exploration Park, FL 32953

   B. The Department of Economic Opportunity at the following address:

      Electronic (preferred): Audit@deo.myflorida.com

      or paper:

Department of Economic Opportunity
MSC#130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

C. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

E-mail Address: flaudgen_localgovt@aud.state.fl.us

2. Any reports, management letter, or other information required to be submitted to SF pursuant to this Master Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

RECORD RETENTION

CSS-Dynamac shall retain sufficient records demonstrating its compliance with the terms of this Master Agreement for a period of five years from the date the audit report is issued, and shall allow SF or its designee, CFO, or Auditor General access to such records upon request. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later. CSS-Dynamac shall ensure that audit working papers are made available to SF, the Department of Economic Opportunity's Division of Strategic Business Development, or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by SF.

ATTACHMENT F

NON-DISCLOSURE AGREEMENT NO.: 15-031
BETWEEN
SPACE FLORIDA
and
DYNAMAC CORPORATION

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of October 1, 2014 (the "Effective Date") by **SPACE FLORIDA** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953 and **CONSOLIDATED SAFETY SERVICES, INC.**, ("Company") a Virginia Corporation authorized to do business in the State of Florida.

WHEREAS, SF and Company own, possess or will develop certain proprietary data, information, products, technology and processes, and certain business, planning and marketing information and strategies, including customer relationships, which are unique and valuable to each party, and it is the express intent of the parties to insure the confidentiality and non-disclosure of such information.

WHEREAS, simultaneously with this Agreement, the parties are entering into Master Task Order Agreement No.: 15-031 under which the parties will likely develop or disclose between themselves proprietary business information.

WHEREAS, the parties are now entering into this Agreement in order to ensure the confidentiality and non-disclosure of proprietary information in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Proprietary Information Defined. Proprietary Information as used in this Agreement means any information, whether written or oral, originated by or peculiarly within the knowledge of a party, which is marked or otherwise designated as proprietary or confidential in accordance with this Agreement. For purposes of this Agreement, Proprietary Information is limited to the following:

    a. Information, including a formula, pattern, compilation, program, device, method, technique, or process that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and, (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

    b. Any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof.

Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, considered to be: (i) secret, (ii) of value, (iii) for use or in use by the Company, and (iv) of advantage to the Company, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

c. Information that is owned or controlled by the Company that is intended to be and is treated by the Company as private in that the disclosure of the information would cause harm to the business operations the Company; that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning: (i) business plans, (ii) internal auditing controls and reports of internal auditors, and (iii) reports of external auditors for privately held companies.

Proprietary Information disclosed hereunder will be considered confidential or exempt from the Florida Public Records Law in accordance with Sections 288.075, 331.326, 688.002, 812.081, and other applicable provisions of the Florida Statutes.

2. Non-Disclosure of Proprietary Information. The receiving party will take all actions necessary to ensure that the Proprietary Information: (i) is used only in manner authorized by this Agreement; (ii) is maintained as secret and confidential; and (iii) is not disclosed to a person not authorized by this Agreement.

3. Disclosure of Proprietary Information. Proprietary Information, provided in a written form (including text, pictures or designs), shall be identified prior to disclosure and shall be marked with the appropriate confidential, or proprietary, marking or identification on every page containing proprietary information. Proprietary Information disclosed by the parties orally shall be identified as proprietary at the time of disclosure. Each party may disclose Proprietary Information to its respective Officers, Directors, employees, auditors, accountants, attorneys, consultants, or representatives (collectively "representatives") who have a need to know the particular Proprietary Information and who agree to protect and handle the Proprietary Information in accordance with this Agreement; provided, however, that each party will be responsible for its respective representatives' compliance with this Agreement. The receiving party agrees to use the Proprietary Information only in furtherance of the purposes for which the disclosing party has disclosed such information to the receiving party.

4. Exceptions. Information shall not constitute Proprietary Information if such information:

   a. is in the public domain at the time of disclosure, or is subsequently made available to the general public through no fault of the receiving party;

b. was known to the receiving party at the time of disclosure, by a source other than disclosure by the disclosing party;

c. becomes known to the receiving party without similar restrictions as to its disclosure or use from a source other than the disclosing party; or

d. is independently developed by the receiving party and was not acquired directly or indirectly under any secrecy obligation from the disclosing party.

In the event the Proprietary Information being disclosed is subject to one, or more, of the above exceptions it is the burden of the receiving party to establish the exception applies by demonstrating reasonable documentary evidence to support the exception.

5. Accidental Disclosure. Neither party shall be liable for the inadvertent, or accidental, disclosure of Proprietary Information obtained hereunder if such disclosure occurs despite the exercise of the same degree of care as the party normally takes to preserve and safeguard its own Proprietary Information.

6. Maintenance, Retention and Transfer of Proprietary Information. Each party shall maintain the Proprietary Information disclosed to it in accordance with established procedures, and at the minimum with the same degree of care it uses to preserve and safeguard the confidentiality of its own Proprietary Information, and in no instance less than the care a reasonable person would take under like circumstances. A party shall immediately advise the other in writing of any inadvertent disclosure, misappropriation or misuse by any person of a party's Proprietary Information. All Proprietary Information delivered to SF shall be retained by SF, pursuant to Section 119.021 of the Florida Statutes, until the end of the term of this Agreement, at which time all Proprietary Information shall be returned, or destroyed, in accordance with and as permitted by the retention schedule and requirements set forth in the State of Florida Records Schedule GS1-SL. At the end of the Term of this Agreement, the Company shall transfer, at no cost to SF, all of SF's Proprietary Information held by the Company.

7. Term. This Agreement shall apply to Proprietary Information disclosed after the Effective Date of this Agreement and the term of this Agreement shall remain consistent with the term of Master Agreement No.: 15-031. Sections 2, 3, 5, 6, 9, 10, 11, and 15 shall survive the termination of this Agreement. Any information held by SF which falls within paragraph 1, above, is confidential and exempt from the provisions of subsection 119.07(1) of the Florida Statutes and subsection 24(a), Article I of the Florida Constitution until one or more exceptions in paragraph 4, above applies.

8. Ownership of Proprietary Information. Proprietary Information shall remain the property of the originating party. Neither this Agreement, nor the disclosure of Proprietary Information, shall be construed as granting any right or license under any inventions, patents, copyrights, or the like, now or hereafter owned or controlled by either party. Any such disclosure shall not constitute the infringement of any patent or other rights of others. No accuracy or completeness of any Proprietary Information is provided herein.

9. Public Records Law; Indemnification. Company understands that under the Florida Public Records Law in Chapter 119 of the Florida Statutes that SF may be subject to statutory fines and penalties, including, but not limited to a requesting party's costs and attorney's fees, for not making public records available for public inspection upon request. Company and SF shall cooperate with one another to protect Proprietary Information which is a trade secret or which is otherwise confidential or exempt from disclosure under Chapter 119 of the Florida Statutes, and to provide witnesses to support the declarations and certification that the Proprietary Information is a valid trade secret under Florida law and meets the definitional requirement therein, or is confidential, or exempt from disclosure under other applicable Florida law. SF shall not be liable to Company for any disclosure of Proprietary Information, which was or is, disclosed pursuant to and in compliance with Florida law. Company shall defend, at its own cost, indemnify, and hold harmless SF, its Officers, Directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of, or resulting from, SF's protection of Proprietary Information.

10. Compliance with Federal, State, and Local Laws. The parties shall comply with all Federal, State and local laws, including all statutes and regulations governing the export of technical data.

11. Equitable Relief; Damages. The receiving party agrees that the disclosing party will be irreparably harmed and money damages will be inadequate compensation to the disclosing party in the event that the receiving party breaches any provisions of this Agreement which relate to the disclosing party's Proprietary Information. All provisions of this Agreement shall be specifically enforceable by the disclosing party and their agents and/or representatives by injunctive, or other, relief. Notwithstanding any other provision of this Agreement, neither party shall be liable for indirect or consequential damages or loss of revenue or profit arising out of, connected with, or resulting from its performance under this Agreement.

12. Sovereign Immunity. SF's obligations to Company are subject to the limitations of liability as provided in Section 768.28 of the Florida Statutes, as amended from time to time, and nothing in this Agreement shall act as a waiver of SF's entitlement to sovereign immunity as a matter of statutory and common laws.

13. Independent Contractor. Company is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party.

14. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

15. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of, or relating to, this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.

16. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

17. Modification; Waiver. No provisions of this Agreement may be modified, waived, or discharged unless that modification, waiver or discharge is agreed to in a writing signed by both parties. No waiver, by either party, or any breach of this Agreement, by the other party, will constitute a waiver of any other breach occurring at the same time, or before, or after.

18. Facsimile Deemed as Original. Acceptance of this Agreement or any modification of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile or electronic transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

19. Notices.

    a. For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile or email is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile, or email, shall not be deemed to have been received pursuant to Subsection 19.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 19.c.

    b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at one, or more, address(es) listed below for the receiving party or to any other address designated by the receiving party in a notice in accordance with this Section 19.

For Space Florida:
Contracts Compliance Manager, Desiree Mayfield dmayfield@spaceflorida.gov

Space Florida
505 Odyssey Way
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For CSS-Dynamac:

Vice President, Contracts, Dixie K. Harvey DHarvey@css-dynamac.com
Operations Manager, Carol Ann Taylor CTaylor@dynamac.com

CSS-Dynamac
10301 Democracy Lane, Suite 300
Fairfax, VA 22030

c. Subject to Section 19.d, a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice or other communication is deemed to have been received as follows:

(1) if it is delivered in person, or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

(2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

20. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous agreements and understanding related thereto and may not be changed or modified orally, but only by an instrument in writing signed by both parties.

The parties are signing this Agreement as of the Effective Date.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Consolidated Safety Services, Inc.:

By: _____
Name: Dixie K. Harvey
Title: Vice President, Contracts

TASK ORDER AGREEMENT NO.: 01
under
MASTER TASK ORDER AGREEMENT NO.: 15-031

This Task Order Agreement is entered into as of October 1, 2014, (the "Effective date") and is between SPACE FLORIDA ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and CONSOLIDATED SAFETY SERVICES, INC., ("CSS-Dynamac"), a Virginia Corporation authorized to do business in the State of Florida.

1. SF and CSS-Dynamac are parties to the above referenced Master Task Order Agreement (the "Master Agreement"), pursuant to which SF now wishes to authorize specified services to be performed by CSS-Dynamac. Unless otherwise specified herein, the services to be provided under this Task Order Agreement shall be subject to the terms and conditions of the Master Agreement.

2. Upon the Effective Date of this Task Order Agreement, CSS-Dynamac agrees to perform the services and Deliverables identified in **EXHIBIT "A"**.

3. Period of Performance: October 1, 2014 through September 30, 2017 unless terminated, or extended, by mutual written agreement. SF may extend this Task Order annually, for four additional one-year periods.

4. Compensation:
    a. The services provided by CSS-Dynamac under this Task Order #01 Agreement, excluding Subtask A-1, shall be based on an annual fixed price and monthly payments as follows:
        i. Year 1 $2,073,341 at $172,779.00 per month
        ii. Year 2 $2,125,176 at $177,098 per month
        iii. Year 3 $2,178,305 at $181,525 per month
    b. CSS-Dynamac shall invoice SF for all services provided under this Task Order #01Agreement, excluding Subtask A-1, monthly for the prior month of services performed. The monthly invoice submittal shall be accompanied by the Monthly Facility & Operations Management Report and Monthly Telecom and IT Billings Report identified in Paragraphs 1 and 2 of Section II "Deliverables", identified in Exhibit A attached hereto.
    c. CSS-Dynamac shall invoice SF for all services provided by CSS-Dynamac under this Task Order #01 Agreement regarding Subtask A-1 on a cost reimbursable basis at the completion of the effort. The invoice shall include a summary description of the services provided and a copy of the Approved SF Purchase Order shall be provided with the invoice.
    d. All invoices shall be submitted by mail to Space Florida, Attn: Debbie Willhardt, 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and may be submitted electronically, confirmed returned receipt, to Debbie Willhardt,

dwillhardt@spaceflorida.gov with a courtesy copy to the Project Manager, Pete Eggert at peggert@spaceflorida.gov.

e. Upon SF's receipt and approval of the monthly and other required Deliverables, CSS-Dynamac shall be paid by SF on a net thirty (30) day schedule. In determining the amount of payment, SF will exclude all costs incurred by CSS-Dynamac (i) prior to the Effective Date of this Task Order Agreement, (ii) after the Expiration Date or termination date of this Task Order Agreement, or (iii) costs which are outside of the Statement of Work.

5. Travel Reimbursement: No Travel Reimbursement is permitted under this Task Order Agreement.

6. Special Terms: None

7. Primary Points of Contact for this Task Order Agreement #01:

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield	dmayfield@spaceflorida.gov
Project Manager, Pete Eggert	peggert@spaceflorida.gov
CFO, Denise Swanson	dswanson@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For CSS-Dynamac:

Director of Operations, Dixie Harvey	dharvey@css-dynamac.com
Operations Manager, Carol Ann Taylor	CTaylor@dynamac.com

CSS-Dynamac
10301 Democracy Lane, Suite 300
Fairfax, VA 22030

The parties are signing this Task Order Agreement #01 as of the Effective Date.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Consolidated Safety Services, Inc.:

By: _____
Name: Dixie K Harvey
Title: Vice President, Contracts

EXHIBIT "A" STATEMENT OF WORK (SOW)

Task Order #01

SPACE FLORIDA
For Facility Operations and Management Services

CSS-Dynamac shall provide day-to-day operation, maintenance, and management services necessary for a fully-functional Space Life Sciences Lab (SLSL) and Exploration Park (EP). CSS-Dynamac shall provide all personnel, equipment, tools, materials, vehicles, supervision, as well as maintain a new maintenance management software solution (CMMS) and other items and services necessary to perform all services, tasks, and functions as defined in this SOW.

CSS-Dynamac shall act as a representative of SF in responding to tenants and in matters related to operation of the SLSL and EP. CSS-Dynamac shall provide a full range of professional property and laboratory management services including building/laboratory maintenance, ground maintenance and management services, either directly or through contracting and service contracts, including management services for major construction or renovation projects. These services include but are not limited to: building/ laboratory and infrastructure maintenance and operations, equipment and systems service contracts, asset management, logistics, reporting, operational readiness; tenant support and health & safety. More specifically, CSS-Dynamac shall operate, maintain and manage the following systems where applicable:

Premise A SLSL:

- Roof and drainage system;
- Walls, windows and doors cleaning;
- Painting;
- Flooring;
- Life safety systems;
- Equipment, auxiliary systems, electrical rotating machines, generators and motors;
- Laboratory-specific equipment (controlled environmental labs, growth chambers, Fume hoods, deionized water, autoclaves, drying ovens, glassware ovens, ice makers, freezers, steam sterilizers, controller software, etc.); during useful life only;
- Mechanical, plumbing, electrical, HVAC, premise wiring, lighting, communications and security systems;
- Elevators;
- Custodial/janitorial and pest management;
- Building automation, access and security systems;
- Tenant services;
- Conference room management;
- Staffing including customer service, tenant coordination, reception and

shipping/receiving services;
- Information technology (IT) including network, data, and phone systems;
- Utilities (water, sewer, communications, lighting and power).

Premise B Exploration Park: Management, operations and maintenance necessary for the preservation of the Park and the areas surrounding Premise A including, where applicable, the following systems:

- Grounds keeping;
- Pest Control
- Roads, drives, parking lots, curbs, sidewalks and other paved surfaces including signage and markings;
- Utilities (water, sewer, communications, lighting and power);
- Culverts and drainage structures;
- Fencing;
- Grassed surfaces;
- Trees, shrubs and landscaping beds;
- Irrigation systems.

Many of the facility assets may have unique or proprietary components associated with their operation and maintenance. CSS-Dynamac will make all necessary arrangements to have all such services continued without interruption, throughout the period of performance. All services in this Task Order #01 agreement shall be provided in conjunction with Premise A. Services shall be provided to Premise B where specifically indicated.

I. Subtasks: This SOW (Task Order #1) shall consist of the following subtasks:

Subtask A: Operations, Management, Preventative Maintenance, and Minor Repairs (up to $5,000)

Subtask A-1: Additional Services

Subtask B: IT for SLSL building

Subtask C: Service Contracts

Subtask D: Security, Safety and Environmental

Subtask E: Other Requirements

Subtask A: Operations, Management, Preventative Maintenance, and Minor Repairs up to $5,000

1. **Staffing**

Employ, train, schedule and assign competent in-house personnel sufficient to perform daily management and operations, supervisory and other duties associated with the efficient and

professional management for Premises A and B.

2. **Customer Service**

Provide quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management. Provide a secure, web-based portal for tenants to provide feedback on facility related administration.

3. **Tenant Coordination**

Via a secure web-based application for Premises A and B, track and report occupied and vacated space and equipment/furniture; coordinate tenant move-ins and move-outs and tenant improvements and provide tenant contact information as well as new tenant orientation. Conduct available lease Premise tours of the SLSL for prospective tenants. Provide assistance to SF on lease rates. Offer break room and conference room management.

4. **Reception**

Provide receptionist services in the SLSL during regularly posted hours – Monday through Friday, 8:00 AM – 4:30 PM. Ensure all personnel entering the SLSL are properly badged and have signed into the facility. Maintain a web-based tenant directory with contact information.

5. **Shipping and Receiving**

Provide shipping and receiving services to the SLSL Premises. Ensure packages are tracked, logged and delivered to and from the SLSL in a timely manner. Ensure all hazardous materials are handled, packaged, shipped and received properly in accordance with all Department of Transportation regulations. Maintain an inventory and appropriate documentation of all chemicals delivered to the SLSL. Manage the loading dock. Track and badge all vendors/contractors providing service to the SLSL via the shipping/receiving dock.

6. **Work Order System**

Maintain a work order management system to manage and report work for Premises A and B. Costs of software acquisition, configuration and licensing shall be CSS-Dynamac's sole cost (i.e. part of the management fee). Such system shall include a secure web-based portal that provides SF and building tenants the ability to enter and view the status of work order requests and track the completion of planned work of CSS-Dynamac's maintenance plan.

Maintain and provide support for application and web hosting of hardware and software required to host the portal, application access 24/7 except during upgrades and system down times and technical assistance to SF and tenants with any portal functions.

Categorize each work order as follows:

Emergency - Priority 1

Projects requiring immediate action to return a facility to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to public and/or lab tenants. Respond within two (2) hours and provide an assessment of repairs required in less than forty-eight (48) hours.

Urgent - Priority 2
Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards. Respond within four (4) hours and provide an assessment of repairs in less than forty-eight (48) hours.

Routine - Priority 3
Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. Respond within three (3) calendar days and complete repairs in less than thirty (30) calendar days.

CSS-Dynamac shall respond to and complete all Priority 1 and 2 work orders on time after receipt of SF approval. Ninety-five percent (95%) of Priority 3 work orders need to be responded to and completed on time. Justification will be provided for all work orders not completed on time. At the request of CSS-Dynamac, SF may allow an extension to the work order due date if long lead items are required, or if the work cannot be scheduled on time, due to scheduling issues with the tenants or with service providers. Work orders that have not been completed in the agreed upon time may be cause for delay in payment until the work order has been closed to SF's satisfaction.

7. **Preventative Maintenance and Minor Repairs**
Ensure that systems are maintained in a professional, safe and functional manner including maintenance and repair of all systems, equipment and in compliance with all applicable codes and regulations for Premises A and B. These responsibilities will include ordinary day-to-day maintenance. Repairs and maintenance shall be generated by a variety of methods including routine inspection, preventive maintenance audits, tenant requests, etc.

Preventative maintenance is required to minimize outage of services and repairs. Preventive Maintenance tasks are those that are preplanned as part of CSS-Dynamac's Preventative Maintenance Program. All preventative maintenance is part of CSS-Dynamac's responsibility at no additional cost.

Repairs and operational assistance resulting from regular tenant move-in and move-outs is part of CSS-Dynamac's responsibility at no additional cost. The scope of regular tenant move-in and move-out support costs include: cleaning, painting, patching, carpet tile repair, inspection walk-downs, and operational coordination. This does not apply to Tenant Requested Improvements associated with a Tenant Sublease.

8. **Custodial/Janitorial**
Provide general custodial/janitorial service to the SLSL, primarily during non-operating hours and consistent with standard commercial practices including all products and supplies necessary to carry out this service. Occasional emergency or as-needed services may be required.

9. **Pest Control**
Provide tenant comfort and protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides for Premises A and B. Use

integrated pest management techniques to achieve these objectives. Due to the sensitivities of the scientific research conducted at the SLSL, some pest control techniques may not be allowed.

10. **Inventory and Equipment**

Monitor and track SF equipment via a secure web-based application. Monitor, manage and coordinate NASA "loaned" equipment to SF in the SLSL. Identify equipment with SF provided property tags based on direction from SF. Provide updates as required by SF. Conduct an inventory within thirty (30) days of start of contract and thirty (30) days prior to contract end.

11. **Utility Conservation and Monitoring**

SF is committed to promotion and implementation of resource conservation measures in its properties. CSS-Dynamac shall provide professional recommendations for implementation of reasonable and cost-effective changes to energy consumption regarding building systems, which would result in reduced energy usage while still meeting the requirements of tenants, as requested by SF. SF is interested in contractor recommendations on performance evaluation systems that have improved facilities and reduced costs.

12. **Mowing and Grounds Maintenance-Premises A and B**

For all designated primary areas, mow once each week during the period of June 1 through September 30. For the same areas, mow once every 2 weeks for the period of October 1 through May 30. For all designated secondary areas, mow 4 times per year as directed by SF. The designated primary an secondary areas shall be identified by the SF Project Manager.

Perform finish trimming and edging of grass around fences, buildings, curbs, paved areas and other obstructions.

Clean all grass clippings from walkways and paved areas. All walkways and paved areas should be free of weeds and debris. Pressure wash annually or more often as appropriate to maintain a clean appearance free of mildew, dirt, stains and rust. Clear all areas of litter such as paper, glass, cans, branches and debris from landscape, flower beds, parking lot, roadways and sidewalks.

Maintain landscape, flower beds and planting areas with appropriate trimming, removal of weeds and grass and cleaning and refreshing mulch as needed. Replace dead or dying flowers, shrubs and trees. Trim and prune shrubs and trees and remove debris. Furnish and install seasonal plantings bi-annually at the entry signs for the Park and to the SLSL. Use native Florida vegetation as practicable.

Maintain irrigation system pipes, hoses and sprinkler heads. Perform weekly test of irrigation system to identify and repair line breaks and broken sprinkler heads. Maintain the irrigation system pumps, timer/controller, and irrigation schedule.

Use herbicide as needed and permitted to control grasses and weeds on fence line. Due to the sensitivities to the scientific research at the facility, typical house or office plants, flowers and herbicides are not allowed inside the SLSL.

Perform quarterly maintenance of water retention areas including shoreline grass and brush

control and underwater and floating vegetation control.

Coordinate with USFWS, NASA, SF or other appropriate agency for wildlife management and control.

Perform services to ensure that grounds look their very best for VIP visits and special events. CSS-Dynamac will be notified as soon as a VIP visit or special event requirement is known.

Subtask A-1: Additional Services-Premises A and B

CSS-Dynamac is responsible for paying the cost of all single repairs and capital improvements under $5,000 and the first $5,000 of any single repair or capital improvement over $5,000. It is CSS-Dynamac's responsibility to provide in-house labor to make the single repair or capital improvement at no additional cost. For example: if a single repair costs $7,000, CSS-Dynamac will pay the first $5,000 and will be compensated by SF for $2,000 under Subtask A-1 with a SF approval as identified below. For purposes of this Task Order Agreement, CSS-Dynamac shall not bundle or add together repairs in order to meet the threshold amount, and SF shall have the sole discretion to make the determination regarding whether a repair constitutes a "single repair".

Additionally, Tenant Requested Improvements beyond typical maintenance and repair defined in Paragraph 7 of Subtask A, shall be provided under this Subtask A-1, excluding CSS-Dynamac in-house labor.

For efforts associated with Subtask A-1 efforts, the following process shall be followed:

In conjunction with the Work Order System identified in Subtask A, Paragraph 6, each effort should be prioritized in accordance with the respective category as follows:

Emergency - Priority 1
Projects requiring immediate action to return a facility to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to public and/or lab tenants.

For efforts in conjunction with this Subtask A-1, an email shall be provided to the SF Project Manager with a copy provided to the SF CFO indicating the emergency nature and respective work effort to be performed. Written approval to proceed with the effort shall be provided by the SF CFO or their designee. A SF Approved Purchase Order shall be facilitated as soon as practically possible.

Urgent - Priority 2
Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.

For efforts in conjunction with this Subtask A-1, an email shall be provided to the SF Project Manager with a copy provided to the SF CFO indicating the emergency nature and respective work effort to be performed. Written approval to proceed with the effort shall be provided by the

SF CFO or their designee. A SF Approved Purchase Order shall be facilitated as soon as practically possible.

Routine - Priority 3

Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. CSS-Dynamac shall provide three written quotations indicating the routine effort to be performed and a proposed schedule from qualified vendors and SF shall issue an approved purchase order prior to the commencement of work.

CSS-Dynamac shall respond to and complete all Priority 1 and 2 work orders on time after receipt of SF approval. Ninety-five percent (95%) of Priority 3 work orders need to be responded to and completed on time. Justification will be provided for all work orders not completed on time. At the request of CSS-Dynamac, SF may allow an extension to the work order due date if long lead items are required, or if the work cannot be scheduled on time, due to scheduling issues with the tenants or with service providers. Work orders that have not been completed in the agreed upon time may be cause for delay in payment until the work order has been closed to SF's satisfaction.

Subtask B: IT for SLSL Building:

1. Maintain, secure, and support the Space Life Science Laboratory (SLSL) network infrastructure, including the data circuit, PRI, wireless, and physical networks.

2. Track tenant usage of IT services and provide detailed monthly invoices to SF.

3. Maintain and provide equipment support in the SLSL conference rooms during posted facility hours. Support any Space Florida upgrades to equipment.

4. Provide the necessary voice and network needs requested via the leasing mechanism of the SLSL tenant community.

5. Implement improvements to the building's IT services as directed by SF in support of non-NASA customers and tenants.

6. Support the current CMDS application (as it currently exists) of the environmental growth chambers. This does not include upgrades or maintenance of the application.

7. Perform quarterly network vulnerability scans and annual assessments.

Subtask C: Service Contracts:

Service Contracts

1. CSS-Dynamac will hire and manage equipment and system service contracts applicable to Premises A and B including, but not limited to:

- Data / Communications
- Software Licensing

- Network Infrastructure
- Network Security
- VoIP Service Support
- Video surveillance support
- Switching gear panels
- Fire extinguishers
- Air compressors, lab vacuum, air dryers, DI water system
- ACF monitoring system
- Autoclaves
- Building automation system
- Boilers and chilled water systems
- Generator
- Elevator
- Fire suppression
- Solid and hazardous waste
- Pest control
- Fume hoods
- Irrigation Pumps and Landscaping

Subtask D: Safety, Security and Environmental

1. Coordinate with NASA/KSC for security and emergency services pursuant to the Reimbursable Space Act Agreement (RSAA).

2. Maintain the Emergency Plan and Hurricane Plan and manage the phone services in the building which are integrated into the KSC Emergency Response System (911 tie-in).

3. Administer and maintain the building security system. Provide badging and/or proximity cards for residents and tenants of leased space as well as guest and vendors. Monitor the building security during operational hours; review surveillance video when desired or required; investigate, document and report incidents to the appropriate SF point of contact.

4. Maintain and update the Facility Security Plan together with supporting policies, procedures and guidelines pursuant to industry best practices. Perform continuous monitoring security efforts to ensure compliance. Maintain and update Facility Risk Assessments.

5. Assist staff and tenants with emergency and incident response protocols; coordinate/conduct training for emergency response, security and hazardous communications. Provide staff and tenants with security awareness training and updates.

6. Provide new tenant orientation including safety, security and other policies to all personnel, tenants and contractors who require an access badge.

7. At the direction of SF, support contractors assigned by SF to study facility

efficiencies and facilitate requests for access to the physical plant, relevant equipment and operational and cost data. Manage the SF Environmental Compliance Program.
Interface with State, Federal, NASA, Brevard county officials, regulators and inspectors as well as appropriate Space Florida personnel, for all Safety, Environmental and Fire/Life Safety inspections. Immediately (within 15 minutes) notify the appropriate SF official when a regulator/inspector requests an inspection or arrives at the facility to perform an unannounced inspection. Notify SF of any notice of violation or noncompliance.

8. Provide environmental, safety and industrial hygiene compliance oversight and coordinate with the SF Environmental, Safety and Health Program Manager for Premises A and B.

9. For Premises A and B, conduct and document internal safety and environmental inspections, compliance reviews and hazards assessments of the facilities, laboratories, rooms, grounds and areas, etc., in accordance with Space Florida policies and procedures. Consult with Principle Investigators and laboratory personnel regarding inspection findings and provide appropriate recommendations. Participate in risk analysis associated with new tools, equipment, processes and the use of gases/chemicals. Review the use of high hazard materials and develop and/or document protocols and systems for storage, usage and disposal of hazardous materials and or hazardous wastes including biological safety levels 1 and 2. Discovered noncompliance or perceived noncompliance will be reported to Space Florida within the same day discovered.

10. For Premises A and B, review and update emergency response protocols; coordinate/conduct training to appropriate personnel for emergency response and hazardous communications. Coordinate with NASA/KSC and on-call contractors for emergency services including chemical spills, fires, or other emergencies.

11. Ensure all staff personnel have and receive training appropriate for their assigned duties including but not limited to Hazardous Communication (HazCom), hazardous waste, fall protection, etc., in compliance with all applicable OSHA, EPA, FDEP, Space Florida, NASA, or other federal, state and local requirements.

12. Manage the solid waste including all hazardous waste material in a manner that complies with all Federal, State, local and SF laws, rules, regulations and policies.

13. Work with laboratories, researchers, tenants and shops to integrate safety into operations and promote safe work practices based on regulatory requirements, best management practices and SLSL policies and procedures.

14. For Premises A and B, when appropriate, assist Space Florida to obtain and maintain environmental permits.

15. Establish protocols and procedures for accepting and storing tenants' chemicals. Clearly deliver the requirements to the tenants. Post appropriate signs and warning labels and maintain a written or electronically stored chemical inventory and appropriate Safety Data Sheets.

Subtask A-D are subject to the assumptions provided with the CSS-Dynamac final proposal with a revised date of September 22, 2014, and made a part of this Task Order Statement of Work. In the event that an assumption is inconsistent with the terms of this Task Order, the terms of this Task Order governs.

Subtask E: Other Requirements

1. **Facility Transition Planning**

At the end of the contract or due to termination, CSS-Dynamac shall cooperate with SF or other contractor personnel to ensure an orderly change over. In the event a follow-on contract is awarded to a company other than the incumbent, CSS-Dynamac shall cooperate to the extent required to permit an orderly transition to the new contractor. Recruitment notices may be placed in each facility to allow successor contractor's access to incumbent employees.

2. **Performance Evaluation**

CSS-Dynamac shall be evaluated formally by SF on a semi-annual basis. SF will score CSS-Dynamac's performance in areas including, but not limited to, customer service, tenant feedback, physical appearance of properties, timeliness of completion of work orders, capital improvements recommendations and execution and diligence with regards to safety, security and regulatory compliance.

II. DELIVERABLES

1. **Monthly Facility & Operations Management Report:** Provide a monthly report by the 10th of the month for the previous month of activities for Premises A and B. Report to include – Facility Utilization, Customer service responses, tenant feedback actions, physical appearance of properties, PMs and work order status, PMs planned against PMs completed and hours attributed, capital improvements performed / implemented, and safety, security and health issues and highlights of IT activities including network improvements, network changes, tenant usage, and VoIP telephone usage. The report shall also identify conference room utilization and billings. The report shall be furnished in electronic format (PDF and original file formats). The PDF shall consist of one file in compressed format. Scanning of documents shall be minimized.

2. **Monthly Telecom and IT Billings Report.**

3. Present a quarterly review of the SLSL IT services to include the following metrics: Delivery of requested services on time and within scope; network downtime both planned and unplanned; tenant satisfaction of delivered IT services.

4. **Tenant Meeting Minutes** – Perform, post and distribute meeting minutes within forty-eight (48) hours of meeting dates.

5. **Security and Emergency Incident Report** – Provide security and emergency

incident report within twenty-four (24) hours after event for Premises A and B. Vulnerabilities shall be mitigated within seventy-two (72) hours of conclusion of incident investigation.

6. Submit update to **Facility Security Risk Assessment Report** inclusive of network and server infrastructure systems and **Facility Security Plan** within thirty (30) days of contract start.

7. Provide updated **Emergency and Hurricane Plan** within thirty (30) days of Task Order Effective Date.

8. Provide updated SF **equipment inventory report** thirty (30) days after start of contract, upon addition of any SF equipment, and thirty (30) days prior to contract end.

9. **Quarterly review briefing:** Present a quarterly review briefing of Premises A and B to SF management consisting of the following metrics:

- PMs planned against PMs completed
- Scheduled performance of On Demand Work Orders and Modification Task Orders that may be added to the contract
- Management of Special Projects – schedule and budget

10. Provide an external hard drive containing **exported CMMS data** thirty (30) days prior to contract Term ending date. Coordinate a smooth transfer of data to the new contractor. Data shall be provided in the existing format and exported as Microsoft Excel spreadsheets. Export all data including equipment, parts, vendors, work order histories, and any files (PDF, etc.).

11. All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to Debbie Hebert, dhebert@spaceflorida.gov with a cc: to the Program/Project Manager, Pete Eggert, peggert@spaceflorida.gov and SF COO Jim Kuzma, jkuzma@spaceflorida.gov.

Deliverables Schedule Summary

Deliverable	Anticipated date based on October 1, 2014 NTP	Type	Re-occurrence
Monthly FOM Report	NLT 10th day of following month. November 10, 2014 to September 10, 2017.	Report	12X / year
Monthly Telecom and IT Billings Report	NLT 10th day of following month. November 10, 2014 to September 10, 2017.	Report	12X / year
Tenant Meeting Minutes	As needed, within 48 hours of meeting.	Minutes	As needed
Security & Emergency Incident Reports	As needed, within 24 hours of incident.	Report	As needed
Facility Security Risk Assessment Report / Facility Security Plan	Within 30 days and then update annually	Report	1X / Year
Emergency and Hurricane Plan	Within 30 days and then update annually	Report	1X/ Year

Equipment Inventory Report	Within 30 days of contract start and end dates. Update as needed.	Report	As needed
Quarterly Review Briefing	Quarterly. NLT: January 31, April 30, July 31, and October 31 of each year (2015 – 2017).	Meeting	4X / year
Exported CMMS Data	Within 30 days of contract end date.	Electronic data on external hard drive(s)	Once

AMENDMENT #1
to
TASK ORDER AGREEMENT NO.: 15-031-TO# 1
under
MASTER TASK ORDER AGREEMENT NO.: 15-031

This Amendment #1 to Task Order Agreement No.:15-031-TO #1 is dated as of October 1, 2014 (the "Effective Date") and is between **Space Florida** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, and **Consolidated Safety Services, Inc., ("CSS-Dynamac"),** a Virginia Corporation authorized to do business in the State of Florida.

1. The parties agree to amend Task Order Agreement No.:15-031-TO #1 dated October 1, 2014 (the "Agreement") as set forth below. All provisions of the Agreement that are not specifically amended by this Amendment #1 shall remain in full force and effect.

2. Section 2 shall be amended to reflect a revised Statement of Work, attached hereto As Exhibit "A", and as indicated by the strikethrough language and underlined language referenced therein.

3. Subsection b. of Section 4, Compensation, shall be deleted in its entirety and replaced with the following:

> b. CSS-Dynamac shall invoice SF for all services provided under this Task Order #01 Agreement monthly for the prior month of services performed. The monthly invoice submittal shall be accompanied by the Monthly Facility & Operations Management Report and Monthly Telecom and IT Billings Report identified in Paragraphs 1 and 2 of Section II "Deliverables", identified in Exhibit A attached hereto.

4. Subsection c. of Section 4, Compensation, shall be deleted in its entirety.

The parties are signing this Amendment #1 as of the Effective Date.

Space Florida:

By: Denise S
Name: Denise Swanson
Title: CFO/CAO

Execution Date: 1/29/15

Consolidated Safety Services, Inc.:

By: Dixie K Harvey
Name: Dixie K. Harvey
Title: Vice President, Contracts

Execution Date: 1/29/15

REVISED EXHIBIT "A" STATEMENT OF WORK (SOW)

Agreement 15-031 Task Order #01, Amendment #01

SPACE FLORIDA
For Facility Operations and Management Services

CSS-Dynamac shall provide day-to-day operation, maintenance, and management services necessary for a fully-functional Space Life Sciences Lab (SLSL) and Exploration Park (EP). CSS-Dynamac shall provide all personnel, equipment, tools, materials, vehicles, supervision, as well as maintain a new maintenance management software solution (CMMS) and other items and services necessary to perform all services, tasks, and functions as defined in this SOW.

CSS-Dynamac shall act as a representative of SF in responding to tenants and in matters related to operation of the SLSL and EP. CSS-Dynamac shall provide a full range of professional property and laboratory management services including building/laboratory maintenance, ground maintenance and management services, either directly or through contracting and service contracts, including management services for major construction or renovation projects. These services include but are not limited to: building/ laboratory and infrastructure maintenance and operations, equipment and systems service contracts, asset management, logistics, reporting, operational readiness; tenant support and health & safety. More specifically, CSS-Dynamac shall operate, maintain and manage the following systems where applicable:

<u>Premise A SLSL</u>:

- Roof and drainage system;
- Walls, windows and doors cleaning;
- Painting;
- Flooring;
- Life safety systems;
- Equipment, auxiliary systems, electrical rotating machines, generators and motors;
- Laboratory-specific equipment (controlled environmental labs, growth chambers, Fume hoods, deionized water, autoclaves, drying ovens, glassware ovens, ice makers, freezers, steam sterilizers, controller software, etc.); during useful life only;
- Mechanical, plumbing, electrical, HVAC, premise wiring, lighting, communications and security systems;
- Elevators;
- Custodial/janitorial and pest management;
- Building automation, access and security systems;
- Tenant services;
- Conference room management;
- Staffing including customer service, tenant coordination, reception and

shipping/receiving services;
- Information technology (IT) including network, data, and phone systems;
- Utilities (water, sewer, communications, lighting and power).

Premise B Exploration Park: Management, operations and maintenance necessary for the preservation of the Park and the areas surrounding Premise A including, where applicable, the following systems:

- Grounds keeping;
- Pest Control
- Roads, drives, parking lots, curbs, sidewalks and other paved surfaces including signage and markings;
- Utilities (water, sewer, communications, lighting and power);
- Culverts and drainage structures;
- Fencing;
- Grassed surfaces;
- Trees, shrubs and landscaping beds;
- Irrigation systems.

Many of the facility assets may have unique or proprietary components associated with their operation and maintenance. CSS-Dynamac will make all necessary arrangements to have all such services continued without interruption, throughout the period of performance. All services in this Task Order #01 agreement shall be provided in conjunction with Premise A. Services shall be provided to Premise B where specifically indicated.

I. Subtasks: This SOW (Task Order #1) shall consist of the following subtasks:

Subtask A: Operations, Management, Preventative Maintenance, and Minor Repairs (up to $5,000)

Subtask A-1: Additional Services

Subtask B: IT for SLSL building

Subtask C: Service Contracts

Subtask D: Security, Safety and Environmental

Subtask E: Other Requirements

Subtask A: Operations, Management, Preventative Maintenance, and Minor Repairs up to $5,000

1. **Staffing**

Employ, train, schedule and assign competent in-house personnel sufficient to perform daily management and operations, supervisory and other duties associated with the efficient and

professional management for Premises A and B.

2. **Customer Service**

Provide quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management. Provide a secure, web-based portal for tenants to provide feedback on facility related administration.

3. **Tenant Coordination**

Via a secure web-based application for Premises A and B, track and report occupied and vacated space and equipment/furniture; coordinate tenant move-ins and move-outs and tenant improvements and provide tenant contact information as well as new tenant orientation. Conduct available lease Premise tours of the SLSL for prospective tenants. Provide assistance to SF on lease rates. Offer break room and conference room management.

4. **Reception**

Provide receptionist services in the SLSL during regularly posted hours – Monday through Friday, 8:00 AM – 4:30 PM. Ensure all personnel entering the SLSL are properly badged and have signed into the facility. Maintain a web-based tenant directory with contact information.

5. **Shipping and Receiving**

Provide shipping and receiving services to the SLSL Premises. Ensure packages are tracked, logged and delivered to and from the SLSL in a timely manner. Ensure all hazardous materials are handled, packaged, shipped and received properly in accordance with all Department of Transportation regulations. Maintain an inventory and appropriate documentation of all chemicals delivered to the SLSL. Manage the loading dock. Track and badge all vendors/contractors providing service to the SLSL via the shipping/receiving dock.

6. **Work Order System**

Maintain a work order management system to manage and report work for Premises A and B. Costs of software acquisition, configuration and licensing shall be CSS-Dynamac's sole cost (i.e. part of the management fee). Such system shall include a secure web-based portal that provides SF and building tenants the ability to enter and view the status of work order requests and track the completion of planned work of CSS-Dynamac's maintenance plan.

Maintain and provide support for application and web hosting of hardware and software required to host the portal, application access 24/7 except during upgrades and system down times and technical assistance to SF and tenants with any portal functions.

Categorize each work order as follows:

Emergency - Priority 1

Projects requiring immediate action to return a facility to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to public and/or lab tenants. Respond within two (2) hours and provide an assessment of repairs required in less than forty-eight (48) hours.

Urgent - Priority 2
Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards. Respond within four (4) hours and provide an assessment of repairs in less than forty-eight (48) hours.

Routine - Priority 3
Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. Respond within three (3) calendar days and complete repairs in less than thirty (30) calendar days.

CSS-Dynamac shall respond to and complete all Priority 1 and 2 work orders on time after receipt of SF approval. Ninety-five percent (95%) of Priority 3 work orders need to be responded to and completed on time. Justification will be provided for all work orders not completed on time. At the request of CSS-Dynamac, SF may allow an extension to the work order due date if long lead items are required, or if the work cannot be scheduled on time, due to scheduling issues with the tenants or with service providers. Work orders that have not been completed in the agreed upon time may be cause for delay in payment until the work order has been closed to SF's satisfaction.

7. **Preventative Maintenance and Minor Repairs**
Ensure that systems are maintained in a professional, safe and functional manner including maintenance and repair of all systems, equipment and in compliance with all applicable codes and regulations for Premises A and B. These responsibilities will include ordinary day-to-day maintenance. Repairs and maintenance shall be generated by a variety of methods including routine inspection, preventive maintenance audits, tenant requests, etc.

Preventative maintenance is required to minimize outage of services and repairs. Preventive Maintenance tasks are those that are preplanned as part of CSS-Dynamac's Preventative Maintenance Program. All preventative maintenance is part of CSS-Dynamac's responsibility at no additional cost.

Repairs and operational assistance resulting from regular tenant move-in and move-outs is part of CSS-Dynamac's responsibility at no additional cost. The scope of regular tenant move-in and move-out support costs include: cleaning, painting, patching, carpet tile repair, inspection walk-downs, and operational coordination. This does not apply to Tenant Requested Improvements associated with a Tenant Sublease. Tenant Requested Improvements are defined as improvements to a tenant's leased space beyond typical maintenance, repair and operational assistance.

8. **Custodial/Janitorial**
Provide general custodial/janitorial service to the SLSL, primarily during non-operating hours and consistent with standard commercial practices including all products and supplies necessary to carry out this service. Occasional emergency or as-needed services may be required.

9. **Pest Control**

Provide tenant comfort and protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides for Premises A and B. Use integrated pest management techniques to achieve these objectives. Due to the sensitivities of the scientific research conducted at the SLSL, some pest control techniques may not be allowed.

10. **Inventory and Equipment**

Monitor and track SF equipment via a secure web-based application. Monitor, manage and coordinate NASA "loaned" equipment to SF in the SLSL. Identify equipment with SF provided property tags based on direction from SF. Provide updates as required by SF. Conduct an inventory within thirty (30) days of start of contract and thirty (30) days prior to contract end.

11. **Utility Conservation and Monitoring**

SF is committed to promotion and implementation of resource conservation measures in its properties. CSS-Dynamac shall provide professional recommendations for implementation of reasonable and cost-effective changes to energy consumption regarding building systems, which would result in reduced energy usage while still meeting the requirements of tenants, as requested by SF. SF is interested in contractor recommendations on performance evaluation systems that have improved facilities and reduced costs.

12. **Mowing and Grounds Maintenance-Premises A and B**

For all designated primary areas, mow once each week during the period of June 1 through September 30. For the same areas, mow once every 2 weeks for the period of October 1 through May 30. For all designated secondary areas, mow 4 times per year as directed by SF. The designated primary an secondary areas shall be identified by the SF Project Manager.

Perform finish trimming and edging of grass around fences, buildings, curbs, paved areas and other obstructions.

Clean all grass clippings from walkways and paved areas. All walkways and paved areas should be free of weeds and debris. Pressure wash annually or more often as appropriate to maintain a clean appearance free of mildew, dirt, stains and rust. Clear all areas of litter such as paper, glass, cans, branches and debris from landscape, flower beds, parking lot, roadways and sidewalks.

Maintain landscape, flower beds and planting areas with appropriate trimming, removal of weeds and grass and cleaning and refreshing mulch as needed. Replace dead or dying flowers, shrubs and trees. Trim and prune shrubs and trees and remove debris. Furnish and install seasonal plantings bi-annually at the entry signs for the Park and to the SLSL. Use native Florida vegetation as practicable.

Maintain irrigation system pipes, hoses and sprinkler heads. Perform weekly test of irrigation system to identify and repair line breaks and broken sprinkler heads. Maintain the irrigation system pumps, timer/controller, and irrigation schedule.

Use herbicide as needed and permitted to control grasses and weeds on fence line. Due to the sensitivities to the scientific research at the facility, typical house or office plants, flowers and herbicides are not allowed inside the SLSL.

Perform quarterly maintenance of water retention areas including shoreline grass and brush control and underwater and floating vegetation control.

Coordinate with USFWS, NASA, SF or other appropriate agency for wildlife management and control.

Perform services to ensure that grounds look their very best for VIP visits and special events. CSS-Dynamac will be notified as soon as a VIP visit or special event requirement is known.

Subtask A-1: Additional Services-Premises A and B

CSS-Dynamac is responsible for paying the cost of all single repairs and capital improvements under $5,000 and the first $5,000 of any single repair or capital improvement over $5,000. It is CSS-Dynamac's responsibility to provide in-house labor to make the single repair or capital improvement at no additional cost. For example: if a single repair costs $7,000, CSS-Dynamac will pay the first $5,000 and will be compensated by SF for $2,000 under Subtask A-1 with a SF approval as identified below. For purposes of this Task Order Agreement, CSS-Dynamac shall not bundle or add together repairs in order to meet the threshold amount, and SF shall have the sole discretion to make the determination regarding whether a repair constitutes a "single repair".

~~Additionally, Tenant Requested Improvements beyond typical maintenance and repair defined in Paragraph 7 of Subtask A, shall be provided under this Subtask A-1, excluding CSS-Dynamac in house labor.~~

CSS-Dynamac's support and coordination of tenant requested improvements within normal work hours are included under Subtask A-1. All tenant requested improvements require written pre-approval by SF. Any efforts requiring support outside of CSS-Dynamac's scheduled work hours require written pre-approval and are funded separately from this Agreement.

For efforts associated with Subtask A-1 efforts, the following process shall be followed:

In conjunction with the Work Order System identified in Subtask A, Paragraph 6, each effort should be prioritized in accordance with the respective category as follows:

Emergency - Priority 1
Projects requiring immediate action to return a facility to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to public and/or lab tenants.

For efforts in conjunction with this Subtask A-1, an email shall be provided to the SF Project Manager with a copy provided to the SF CFO indicating the emergency nature and respective work effort to be performed. Written approval to proceed with the effort shall be provided by the SF CFO or their designee. A SF Approved Purchase Order shall be facilitated as soon as practically possible.

Urgent - Priority 2

Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.

For efforts in conjunction with this Subtask A-1, an email shall be provided to the SF Project Manager with a copy provided to the SF CFO indicating the emergency nature and respective work effort to be performed. Written approval to proceed with the effort shall be provided by the SF CFO or their designee. A SF Approved Purchase Order shall be facilitated as soon as practically possible.

Routine - Priority 3

Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. CSS-Dynamac shall provide three written quotations indicating the routine effort to be performed and a proposed schedule from qualified vendors and SF shall issue an approved purchase order prior to the commencement of work.

CSS-Dynamac shall respond to and complete all Priority 1 and 2 work orders on time after receipt of SF approval. Ninety-five percent (95%) of Priority 3 work orders need to be responded to and completed on time. Justification will be provided for all work orders not completed on time. At the request of CSS-Dynamac, SF may allow an extension to the work order due date if long lead items are required, or if the work cannot be scheduled on time, due to scheduling issues with the tenants or with service providers. Work orders that have not been completed in the agreed upon time may be cause for delay in payment until the work order has been closed to SF's satisfaction.

Subtask B: IT for SLSL Building:

1. Maintain, secure, and support the Space Life Science Laboratory (SLSL) network infrastructure, including the data circuit, PRI, wireless, and physical networks.

2. Track tenant usage of IT services and provide detailed monthly invoices to SF.

3. Maintain and provide equipment support in the SLSL conference rooms during posted facility hours. Support any Space Florida upgrades to equipment.

4. Provide the necessary voice and network needs requested via the leasing mechanism of the SLSL tenant community.

5. Implement improvements to the building's IT services as directed by SF in support of non-NASA customers and tenants.

6. Support the current CMDS application (as it currently exists) of the environmental growth chambers. This does not include upgrades or maintenance of the application.

7. Perform quarterly network vulnerability scans and annual assessments.

Subtask C: Service Contracts:

Service Contracts

1. CSS-Dynamac will hire and manage equipment and system service contracts applicable to Premises A and B including, but not limited to:

- Data / Communications
- Software Licensing
- Network Infrastructure
- Network Security
- VoIP Service Support
- Video surveillance support
- Switching gear panels
- Fire extinguishers
- Air compressors, lab vacuum, air dryers, DI water system
- ACF monitoring system
- Autoclaves
- Building automation system
- Boilers and chilled water systems
- Generator
- Elevator
- Fire suppression
- Solid and hazardous waste
- Pest control
- Fume hoods
- Irrigation Pumps and Landscaping

Subtask D: Safety, Security and Environmental

1. Coordinate with NASA/KSC for security and emergency services pursuant to the Reimbursable Space Act Agreement (RSAA).

2. Maintain the Emergency Plan and Hurricane Plan and manage the phone services in the building which are integrated into the KSC Emergency Response System (911 tie-in).

3. Administer and maintain the building security system. Provide badging and/or proximity cards for residents and tenants of leased space as well as guest and vendors. Monitor the building security during operational hours; review surveillance video when desired or required; investigate, document and report incidents to the appropriate SF point of contact.

4. Maintain and update the Facility Security Plan together with supporting policies, procedures and guidelines pursuant to industry best practices. Perform continuous monitoring security efforts to ensure compliance. Maintain and update Facility Risk Assessments.

5. Assist staff and tenants with emergency and incident response protocols; coordinate/conduct training for emergency response, security and hazardous communications.

Provide staff and tenants with security awareness training and updates.

6. Provide new tenant orientation including safety, security and other policies to all personnel, tenants and contractors who require an access badge.

7. At the direction of SF, support contractors assigned by SF to study facility efficiencies and facilitate requests for access to the physical plant, relevant equipment and operational and cost data. Manage the SF Environmental Compliance Program.
Interface with State, Federal, NASA, Brevard county officials, regulators and inspectors as well as appropriate Space Florida personnel, for all Safety, Environmental and Fire/Life Safety inspections. Immediately (within 15 minutes) notify the appropriate SF official when a regulator/inspector requests an inspection or arrives at the facility to perform an unannounced inspection. Notify SF of any notice of violation or noncompliance.

8. Provide environmental, safety and industrial hygiene compliance oversight and coordinate with the SF Environmental, Safety and Health Program Manager for Premises A and B.

9. For Premises A and B, conduct and document internal safety and environmental inspections, compliance reviews and hazards assessments of the facilities, laboratories, rooms, grounds and areas, etc., in accordance with Space Florida policies and procedures. Consult with Principle Investigators and laboratory personnel regarding inspection findings and provide appropriate recommendations. Participate in risk analysis associated with new tools, equipment, processes and the use of gases/chemicals. Review the use of high hazard materials and develop and/or document protocols and systems for storage, usage and disposal of hazardous materials and or hazardous wastes including biological safety levels 1 and 2. Discovered noncompliance or perceived noncompliance will be reported to Space Florida within the same day discovered.

10. For Premises A and B, review and update emergency response protocols; coordinate/conduct training to appropriate personnel for emergency response and hazardous communications. Coordinate with NASA/KSC and on-call contractors for emergency services including chemical spills, fires, or other emergencies.

11. Ensure all staff personnel have and receive training appropriate for their assigned duties including but not limited to Hazardous Communication (HazCom), hazardous waste, fall protection, etc., in compliance with all applicable OSHA, EPA, FDEP, Space Florida, NASA, or other federal, state and local requirements.

12. Manage the solid waste including all hazardous waste material in a manner that complies with all Federal, State, local and SF laws, rules, regulations and policies.

13. Work with laboratories, researchers, tenants and shops to integrate safety into operations and promote safe work practices based on regulatory requirements, best management practices and SLSL policies and procedures.

14. For Premises A and B, when appropriate, assist Space Florida to obtain and maintain environmental permits.

15. Establish protocols and procedures for accepting and storing tenants' chemicals. Clearly deliver the requirements to the tenants. Post appropriate signs and warning labels and maintain a written or electronically stored chemical inventory and appropriate Safety Data Sheets.

Subtask A-D are subject to the assumptions provided with the CSS-Dynamac final proposal with a revised date of September 22, 2014, and made a part of this Task Order Statement of Work. In the event that an assumption is inconsistent with the terms of this Task Order, the terms of this Task Order governs.

Subtask E: Other Requirements

1. **Facility Transition Planning**

At the end of the contract or due to termination, CSS-Dynamac shall cooperate with SF or other contractor personnel to ensure an orderly change over. In the event a follow-on contract is awarded to a company other than the incumbent, CSS-Dynamac shall cooperate to the extent required to permit an orderly transition to the new contractor. Recruitment notices may be placed in each facility to allow successor contractor's access to incumbent employees.

2. **Performance Evaluation**

CSS-Dynamac shall be evaluated formally by SF on a semi-annual basis. SF will score CSS-Dynamac's performance in areas including, but not limited to, customer service, tenant feedback, physical appearance of properties, timeliness of completion of work orders, capital improvements recommendations and execution and diligence with regards to safety, security and regulatory compliance.

II. DELIVERABLES

1. **Monthly Facility & Operations Management Report:** Provide a monthly report by the 10th of the month for the previous month of activities for Premises A and B. Report to include – Facility Utilization, Customer service responses, tenant feedback actions, physical appearance of properties, PMs and work order status, PMs planned against PMs completed and hours attributed, capital improvements performed / implemented, and safety, security and health issues and highlights of IT activities including network improvements, network changes, tenant usage, and VoIP telephone usage. The report shall also identify conference room utilization and billings. The report shall be furnished in electronic format (PDF and original file formats). The PDF shall consist of one file in compressed format. Scanning of documents shall be minimized.

2. **Monthly Telecom and IT Billings Report.**

3. Present a quarterly review of the SLSL IT services to include the following metrics: Delivery of requested services on time and within scope; network downtime both planned

and unplanned; tenant satisfaction of delivered IT services.

4. **Tenant Meeting Minutes** – Perform, post and distribute meeting minutes within forty-eight (48) hours of meeting dates.

5. **Security and Emergency Incident Report** – Provide security and emergency incident report within twenty-four (24) hours after event for Premises A and B. Vulnerabilities shall be mitigated within seventy-two (72) hours of conclusion of incident investigation.

6. Submit update to **Facility Security Risk Assessment Report** inclusive of network and server infrastructure systems and **Facility Security Plan** within thirty (30) days of contract start.

7. Provide updated **Emergency and Hurricane Plan** within thirty (30) days of Task Order Effective Date.

8. Provide updated SF **equipment inventory report** thirty (30) days after start of contract, upon addition of any SF equipment, and thirty (30) days prior to contract end.

9. **Quarterly review briefing:** Present a quarterly review briefing of Premises A and B to SF management consisting of the following metrics:
   - PMs planned against PMs completed
   - Scheduled performance of On Demand Work Orders and Modification Task Orders that may be added to the contract
   - Management of Special Projects – schedule and budget

10. Provide an external hard drive containing **exported CMMS data** thirty (30) days prior to contract Term ending date. Coordinate a smooth transfer of data to the new contractor. Data shall be provided in the existing format and exported as Microsoft Excel spreadsheets. Export all data including equipment, parts, vendors, work order histories, and any files (PDF, etc.).

11. All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to Debbie Hebert, dhebert@spaceflorida.gov with a cc: to the Program/Project Manager, Pete Eggert, peggert@spaceflorida.gov and SF COO Jim Kuzma, jkuzma@spaceflorida.gov.

Deliverables Schedule Summary

Deliverable	Anticipated date based on October 1, 2014 NTP	Type	Re-occurrence
Monthly FOM Report	NLT 10th day of following month. November 10, 2014 to September 10, 2017.	Report	12X / year
Monthly Telecom and IT Billings Report	NLT 10th day of following month. November 10, 2014 to September	Report	12X / year

	10, 2017.		
Tenant Meeting Minutes	As needed, within 48 hours of meeting.	Minutes	As needed
Security & Emergency Incident Reports	As needed, within 24 hours of incident.	Report	As needed
Facility Security Risk Assessment Report / Facility Security Plan	Within 30 days and then update annually	Report	1X / Year
Emergency and Hurricane Plan	Within 30 days and then update annually	Report	1X/ Year
Equipment Inventory Report	Within 30 days of contract start and end dates. Update as needed.	Report	As needed
Quarterly Review Briefing	Quarterly. NLT: January 31, April 30, July 31, and October 31 of each year (2015 – 2017).	Meeting	4X / year
Exported CMMS Data	Within 30 days of contract end date.	Electronic data on external hard drive(s)	Once

TASK ORDER AGREEMENT NO.: 05
under
MASTER TASK ORDER AGREEMENT NO.: 15-031

This Task Order Agreement is entered into as of May 19, 2016 (the "Effective Date") and is between SPACE FLORIDA ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and CONSOLIDATED SAFETY SERVICES, ("Contractor") a Virginia Corporation authorized to do business in the State of Florida.

1. SF and Contractor are parties to the above referenced Master Task Order Agreement (the "Master Agreement"), pursuant to which SF now wishes to authorize specified services to be performed by Contractor under this Cost Reimbursable Task Order #05 Agreement.

2. SF has entered into Enhanced Use Lease: KCA 4222 pertaining to Exploration Park (the "Enhanced Use Lease") with the National Aeronautics and Space Administration John F. Kennedy Space Center ("NASA") for the purpose of developing and operating a mixed-use, multitenant technology and commerce park supporting both government and commercial space initiatives. The work to be performed under this Task Order Agreement pertains to Exploration Park Construction Support.

3. Contractor shall comply with all terms, conditions and requirements in the Enhanced Use Lease, which is **Attachment A** to the Statement of Work attached hereto as **Exhibit A,** and incorporated herein in its entirety. In the event of a conflict between the documents, the following priority is established: (1) the Enhanced Use Lease, (2) this Task Order #05 Agreement, and (3) the Master Agreement. In the event the parties disagree regarding whether a conflict exists, SF shall make the determination regarding which document governs.

4. Upon the Effective Date of this Task Order Agreement, Contractor agrees to perform the services set forth in the Statement of Work attached hereto as **Exhibit A**.

5. The Period of Performance is from the Effective Date of this Task Order #05 through September 30, 2016.

6. The Deliverables to be provided by Contractor are specified in the Statement of Work for each separate Task Item.

7. The Compensation to be paid by SF to Contractor for the Statement of Work to be performed under this Task Order Agreement shall be as follows:

    a. Contractor shall invoice SF in an amount not to exceed Eighty Six Thousand Dollars ($86,000.00).
    b. Contractor shall invoice SF on a monthly basis for the prior month of services provided. A copy of the Monthly Report shall be submitted with the invoice.

c. Invoicing shall be as follows:
   i. Contractor shall invoice SF for actual costs incurred using approved billing rates for all services provided under this Task Order Agreement #05.
   ii. Invoices shall be submitted identifying itemized costs per parcel.
   iii. With each invoice, Contractor shall provide the monthly report, back-up data, invoices, and documentation in a form sufficient to SF.
   iv. Prior to invoicing Cost Reimbursable Task Orders for employees that are also currently working Fixed Price Task Orders under Master Contract 15-031, Dynamac must provide backup to SF showing an increase in overall labor costs. Dynamac must demonstrate the labor associated with Fixed Price funded employees working this Cost Reimbursable Task Order is above their scheduled work at the other SF locations.
   v. All invoices shall be submitted electronically, by the 10th of the month, confirmed returned receipt, to accounting@spaceflorida.gov with a courtesy copy to the Project Manager, Pete Eggert at peggert@spaceflorida.gov and contracts@spaceflorida.gov.
   vi. Upon SF's receipt and approval of the monthly report and other required Deliverables, Contractor shall be paid by SF on a net thirty (30) day schedule. In determining the amount of payment, SF will exclude all costs incurred by Contractor (i) prior to the Effective Date of this Task Order Agreement, (ii) after the Expiration Date or termination date of this Task Order Agreement, or (iii) costs which are outside of the Statement of Work.

8. Travel Reimbursement: No Travel Reimbursement is permitted under this Task Order Agreement.

9. Personnel: All personnel replacements will have at least substantially equal or greater ability and qualifications.

10. The work to be performed by Contractor under this Task Order Agreement is subject to all terms, conditions, and requirements of the Enhanced Use Lease. Contractor shall perform the services under this Task Order Agreement in the same manner under which SF is required to perform under the Enhanced Use Lease, and subject to the same terms, conditions, restrictions, and requirements applicable to SF under the Enhanced Use Lease. Further, Contractor acknowledges that under the Enhanced Use Lease that Contractor is deemed to be a "SPFL Related Entity" and therefore subject to certain "flow-down" requirements contained in the Enhanced Use Lease. Contractor has read the Enhanced Use Lease attached hereto as **Attachment A**, and agrees to comply with and perform all applicable provisions and requirements in the Enhanced Use Lease.

11. Primary Points of Contact for this Task Order Agreement #05:

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield	dmayfield@spaceflorida.gov
Project Manager, Pete Eggert	peggert@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Contractor:

Contracts: Dixie K. Harvey, VP Contracts dharvey@Contractor.com
Operations Manager, Carol Ann Taylor CTaylor@dynamac.com
Contractor
10301 Democracy Lane, Suite 300
Fairfax, VA 22030

[signatures on the following page]

The parties are signing this Task Order Agreement #0~~3~~5 on the Execution Dates below.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Execution Date: 05/19/16

Contractor: Dixie K Harvey

Digitally signed by Dixie K Harvey
DN: c=US, o=IdenTrust ACES Business Representative, ou=CONSOLIDATED SAFETY SERVICES INC, cn=Dixie K Harvey, 0.9.2342.19200300.100.1.1=A01097C0000013F8709042C00001F18
Date: 2016.05.19 11:00:43 -04'00'

By: _____
Name: Dixie K. Harvey
Title: Vice President-Contracts

Execution Date: _____

Space Florida
Statement of Work (SOW)

Exploration Park Construction Support

INTRODUCTION: Space Florida (SF) has entered into an Enhanced Use Lease KCA-4222 with NASA (the "Enhanced Use Lease") for location described as Exploration Park. This Statement of Work (SOW) defines requirements for the Contractor to provide Exploration Park Construction Support.

STATEMENT OF WORK DESCRIPTION:
The primary focus of this task order is to provide Exploration Park Construction Support.

The Contractor shall provide Exploration Park Construction Support as follows:

Construction Phase:

- Act as utility coordinator during construction of projects within Exploration Park. Coordinate outages (i.e. power and water) with NASA-KSC and tenants' representatives as appropriate.
- Schedule and coordinate utility outages during construction projects in Exploration Park and ensure KSC's contractors and customer/tenants' construction contractors complete appropriate shut down procedures such as lock out tag out, etc.
- Review, comment, and concur with construction plans and provide input to support sustaining and maintaining the Park infrastructure, acting as the Park's municipal staff.
- Observe and validate utility installations and connections. Ensure proper verification and testing is conducted of systems, i.e. water and power.
- Serve as owners authorized representative and subject matter expert for IT and communications discussions with tenants, prospective tenants, customers and NASA KSC. At the direction of Space Florida, support meetings and assist in the development of IT/Communication plans for the park including pricing support.

Deliverables:

Item	**Tasking**	Deliverable*	Schedule
1	Review documentation, construction and design plans, equipment specifications.	Written comments, edits, and/or suggestions	Within 5 business days
2	Attend construction meetings as directed by Space Florida	Written comments, edits, and/or suggestions	Within 3 business days

3	Observe and validate utility installations and connections	Written report describing verification and testing was done appropriately	Within 5 business days
4	Include a written summary in the monthly Facility Operations Monthly report (FOM)	Written report of actions, discrepancies, activities etc. for ExPark	Monthly, by the 10th

ATTACHMENTS:

Attachment A - KCA-4222 Exploration Park Enhanced Use Lease

Attachment A

KCA-4222 Enhanced Use Lease

between

SF and NASA

KCA-4222
Rev. Basic

NASA JOHN F. KENNEDY SPACE CENTER
ENHANCED USE LEASE

Table of Contents

TABLE OF CONTENTS ii

RECITALS 1

ARTICLE 1 PROPERTY 2
1.1 Lease of Property: Exploration Park Phase 1 2
1.2 Option to Lease Property: Exploration Park Phase 2 2
1.3 Property Disposition 3

ARTICLE 2 TERM 3
2.1 Term of Lease 3
2.2 Modification of Term of Lease 3
2.3 Possession 4
2.4 Expiration of Term 4

ARTICLE 3 CONSIDERATION 4
3.1 Fair Market Value 4
3.2 Nonmonetary Consideration 5
3.3 Modification of Nonmonetary Consideration 6
3.4 Cash Consideration 6
3.5 Cash Consideration Beginning January 1, 2039 7
3.6 Payment of Cash Consideration 7

ARTICLE 4 USE OF LEASED PROPERTY 7
4.1 Permitted Use 7
4.2 NASA Approval of Uses and Tenants 8
4.3 Tenant Eligibility and Park Use Guidelines 8
4.4 Prohibited Uses 8
4.5 Right of Access 9
4.6 Right of Entry 9
4.7 Impact from Operations on Other NASA-KSC Land 9

ARTICLE 5 DEVELOPMENT AND DEVELOPMENT ADMINISTRATION 10
5.1 Development and Development Administration Responsibilities 10
5.2 Site Development Master Plan 11
5.3 NASA Site Development Permits 11
5.4 Noninterference with NASA Launch and Related Operations 11
5.5 Land Clearing Waste 12
5.6 Safety, Health, and Emergency Preparedness 12

ARTICLE 6 DESIGN AND CONSTRUCTION OF FACILITIES 12
6.1 Facilities Design and Construction 12
6.2 NASA Design Review and Approval/Construction Inspection 13

6.3 Sustainable Design Requirement 13
6.4 Adoption and Review of Design Standards 13
6.5 NASA Exploration Park Improvements 13
6.6 Davis-Bacon Act Compliance 14
6.7 Warranties 14
6.8 Final Completion of NASA Real Property Improvements 14

ARTICLE 7 OPERATIONS AND MAINTENANCE 14
7.1 General Requirements 14
7.2 Safety Responsibilities 15
7.3 Operation and Maintenance of NASA Exploration Park Improvements 15
7.4 Records and Notices 15
7.5 NASA's Right to Intervene 15

ARTICLE 8 ENVIRONMENTAL MANAGEMENT AND COMPLIANCE 15
8.1 Phase 1 Assessment Furnished to SPFL 15
8.2 Environmental Definitions 16
8.3 Environmental Requirements 16
8.4 NASA Right to Inspect for Compliance 17
8.5 Flow-down and Liability Related to Subleases 17
8.6 Phase 1 Assessment to NASA-KSC 17

ARTICLE 9 UTILITIES AND INSTITUTIONAL SERVICES 17
9.1 General 17
9.2 Fire and Emergency Response 18
9.3 Security and Emergency Response 18
9.4 Potable Water and Wastewater Treatment 18
9.5 Electric Power 18
9.6 Communications and Information Technology (IT) Services 19
9.7 Development Administration 19
9.8 Other Services 19
9.9 General Administrative and Institutional Support 19
9.10 Allocation of Reimbursable Charges to Tenants 19

ARTICLE 10 INDEMNIFICATION AND INSURANCE 20
10.1 Damage or Injury 20
10.2 Insurance Requirements for SPFL 20
10.3 Insurance Coverage and Amounts 20
10.4 Insurance Requirements 21
10.5 Subrogation 21
10.6 Performance and Payment Bonds 22

ARTICLE 11 RESTORATION OF THE PROPERTY 23
11.1 General Requirements 23
11.2 NASA Exploration Park Improvements 23

ARTICLE 12 ASSIGNMENT AND SUBLEASE.....23
12.1 Assignment 23
12.2 Sublease of the Leased Property and Improvements Thereon.....24
12.3 SPFL Not Released.....24
12.4 Assignment of Contracts and Subleases to NASA-KSC.....25
12.5 Mortgage.....25
12.6 SPFL's Right to Mortgage.....25

ARTICLE 13 EVENTS OF DEFAULT AND REMEDIES.....25
13.1 Default by SPFL 25
13.2 Termination.....26
13.3 Continuation.....26
13.4 Remedies Cumulative 26
13.5 SPFL's Primary Duty.....26
13.6 Abandoned Property 26
13.7 Default by NASA-KSC.....27

ARTICLE 14 NOTICES AND PRINCIPAL POINTS OF CONTACT.....27
14.1 Method 27
14.2 Close Calls and Mishaps.....28

ARTICLE 15 TRADENAME AND TRADEMARK RIGHTS.....28
15.1 Official Designation.....28
15.2 Authorization to Use and Sublicense.....28
15.3 Trademarks 29
15.4 Grant 29
15.5 Quality of Services.....29
15.6 Inspection.....30
15.7 Use of NASA Marks.....30
15.8 Ownership of the NASA Marks.....30

ARTICLE 16 EXCLUSIVITY.....30

ARTICLE 17 MISCELLANEOUS.....31
17.1 General.....31
17.2 No Waiver.....31
17.3 Exhibits 31
17.4 Broker(s) 31
17.5 Damages.....31
17.6 Entire Agreement.....31
17.7 Governing Law 32
17.8 Taxes and Assessments.....32
17.9 Anti-Deficiency Act.....32
17.10 Authority.....33
17.11 Successors and Assigns.....33

EXECUTION **33**

EXHIBIT A **Legal Descriptions of Exploration Park Phase 1, Subphase 1-a, And Subphase 1-b** **34**
EXHIBIT B **Legal Description of Exploration Park Phase** **36**
EXHIBIT C **Site Development Master Plan** **38**
EXHIBIT D **Environmental Assessment** **39**
EXHIBIT E **Description and Projected Value of Nonmonetary Consideration** **40**
EXHIBIT F **Reimbursable Agreement for KSC-Furnished Services** **41**
EXHIBITG **Environmental Permits Matrix** **43**

NASA JOHN F. KENNEDY SPACE CENTER

ENHANCED USE LEASE

This Enhanced Use Lease (the "**Lease**") is made as of the date set forth below by the signatories, by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida, as the lessor (hereinafter "**NASA-KSC**"), and Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida, as the lessee (hereinafter "**SPFL**"). This Lease is made under the authority of Section 315 of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2459j) with reference to the following :

RECITALS

A. NASA-KSC is committed to using its real property assets to efficiently support the Nation's space exploration activities and enable the greatest public benefit from the application of NASA-KSC technology and resources acquired pursuant to its mission.

B. SPFL was established by the state of Florida to foster the growth and development of a sustainable and world-leading aerospace industry and is chartered to work with NASA-KSC on the various aspects of establishing and operating spaceport infrastructure in and around KSC. Further, SPFL may apply any and all of its statutory authorities to enhance space programs of the Federal Government and improve access to and utility of the Federal spaceport.

C. NASA-KSC and SPFL have an established cooperative relationship that has demonstrated significant benefits from collaborative efforts to help meet national space mission objectives while fostering new opportunities for growing United States commercial space capabilities.

D. In furtherance of their respective missions and objectives, NASA-KSC and SPFL (hereinafter referred to jointly as "the **Parties**") entered into a Memorandum of Understanding on June 18, 2008, to jointly investigate and evaluate the potential development of Exploration Park.

E. SPFL proposes to apply state of Florida resources to improve NASA's real property at the Kennedy Space Center to enable development of Exploration Park Phase 1 as NASA transitions from the Space Shuttle program to the exploration missions and hardware of the Constellation Program. SPFL, with the assistance of the private sector, proposes to develop and manage new facilities that will offer close proximity to the launch and payload processing operations of Kennedy Space Center and neighboring Cape Canaveral Air Force Station (CCAFS) while affording a site outside the Center's controlled access area.

F. Accordingly, the Parties enter into this Lease for the Leased Property defined in Article 1 below, in accordance with the terms and conditions set forth herein, for the purpose of developing and operating a mixed-use, multitenant technology and commerce park supporting both government and commercial space initiatives. The Parties acknowledge and agree that the Leased Property is not being provided to SPFL as Government-furnished property under any contract or subcontract, and SPFL agrees that it shall not charge or submit for payment any consideration provided pursuant to this Lease as a direct cost or charge under any such contract or subcontract.

NOW, THEREFORE, NASA-KSC and SPFL agree as follows:

ARTICLE 1 PROPERTY

1.1 Lease of Property: Exploration Park Phase 1. NASA-KSC hereby leases to SPFL, and SPFL leases from NASA-KSC, for the term set forth in section 2.1 and subject to the covenants hereinafter set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 1, a site of sixty (60) acres, more or less, encompassing forty-six (46) net developable acres, more or less, as legally described on the survey map attached hereto as Exhibit A ("**Phase 1**"). Phase 1 may be further subphased into Phase 1-a and Phase 1-b, as delineated in Exhibit A. SPFL, at its election by written notice submitted on or before January 31, 2009, may defer the commencement date of Phase 1-b, as delineated in Exhibit A, until such time as it provides written notice that it is prepared to take beneficial possession of Phase 1-b and begin permitted activities thereon. If SPFL does not provide such written notice on or before December 31, 2018, then all SPFL lease rights in Phase 1-b shall expire on such date, and all of Phase 1-b shall immediately revert to NASA-KSC. The Parties agree that of the sixty (60) acres encompassing Phase 1, a total of fourteen (14) acres will be unsuitable or unavailable for SPFL use and will not be included in determination of consideration due to NASA for Phase 1. The Parties agree that of the thirty (30) acres encompassing Phase 1-a, a total of three (3) acres will be unsuitable or unavailable for SPFL use and will not be included in determination of consideration due to NASA for Phase 1-a. The Parties agree that of the thirty (30) acres encompassing Phase 1-b, a total of eleven (11) acres will be unsuitable or unavailable for SPFL use and will not be included in determination of consideration due to NASA for Phase 1-b when commenced. NASA-KSC and SPFL may, by mutual agreement, adjust the boundaries delineating the subphases as described in Exhibit A as may be required for efficient site development, and if revised, then a survey describing the revision shall replace the existing one in Exhibit A.

1.2 Option to Lease Property: Exploration Park Phase 2. NASA-KSC hereby grants to SPFL a unilateral option to lease for a term of sixty (60) years and subject to the covenants hereinafter set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 2, encompassing a parcel of one hundred thirty nine (139) acres, more or less, as shown on the map attached hereto as Exhibit B ("**Phase 2**"), provided that SPFL exercises this option by notification to NASA-KSC in writing no later than December 31, 2013, and that the commencement date of SPFL's leasehold interest therein and obligations hereinafter set forth

shall occur not later than December 31, 2014. This Phase 2 option is contingent upon SPFL providing, and NASA-KSC accepting, the proposed Site Development Master Plan for Phase 2, including any proposed subphasing This Phase 2 option is also contingent upon the Parties negotiation of the Fair Market Value consideration for the Phase 2 acreage. The Parties intend that the consideration for Phase 2 will be a to-be-negotiated expansion of permanent improvements to NASA's real property, based upon a similar concept as described in Section 1.1, including a determination of net developable acres. However, NASA-KSC, at its sole discretion, reserves the right to receive monetary consideration in lieu of nonmonetary consideration for the Phase 2 acreage.

1.3 Property Disposition. The property described in Exhibit A (hereinafter the "**Leased Property**") consists of vacant, undeveloped land with no existent utility or other municipal services. SPFL acknowledges that it has inspected the Leased Property and has found it suitable for the Permitted Use (as defined in Section 4.1). SPFL accepts the Leased Property "AS IS", and acknowledges that NASA-KSC has made no covenant, representation, or warranty of any kind, express or implied, with regard to the suitability of Leased Property for the Permitted Use, and that NASA-KSC has no duty to make any improvements to the Leased Property.

ARTICLE 2 TERM

2.1 Term of Lease. The term of this Lease for Phase 1 shall be for a period of sixty (60) years, commencing on January 1, 2009 (the "**Phase 1 Commencement Date**") and, unless sooner terminated as hereinafter provided, expiring on December 31, 2068. If SPFL elects under Article 1.1 to defer the commencement date for Phase 1-b , the term of this Lease for Phase 1-b shall commence on the date agreed to by the Parties (the "**Phase 1-b Commencement Date**") and, unless sooner terminated as hereinafter provided, expire on December 31, 2068. The Phase 1 Commencement Date and Phase 1-b Commencement Date shall generically for each Phase be referred to as the "**Commencement Date**". The term of this Lease for Phase 2, subject to the contingencies identified in Article 1 and any required agreement of the Parties to terms and conditions for implementing development of the Phase 2 acreage, in whole or in part, at one time or in increments, shall be for a period of sixty (60) years, commencing on a date to be negotiated by the Parties (the "**Phase 2 Commencement Date**") but not later than December 31, 2014, and unless sooner terminated as hereinafter provided, expire on December 31, 2074. The term "Commencement Date" as applied specifically to any legally described parcel of Leased Property under this Lease shall mean the date upon which SPFL is granted a right to possess and utilize their leasehold interest thereon, and the date from which SPFL shall be obligated to pay consideration due to NASA-KSC pursuant to Article 3.

2.2 Modification of Term of Lease.

(a) At the option of SPFL, the term of this Lease for either Phase 1 or Phase 2, or both, may be extended by up to thirty (30) years provided (i) SPFL provides written notice of its election to extend this Lease no later than December 31, 2067 for Phase 1, or December 31, 2073 for Phase 2; (ii) NASA does not within nine (9) months of the expiration date of this Lease for

either Phase provide a written notice that it does not grant the extension because the NASA-KSC Director determines that the compelling interests of the national space program, the national defense, or the public welfare require that this Lease not be extended; and (iii) the Parties reach mutual agreement to the revaluation of NASA's real property, as improved with permanent site infrastructure but not including valuation of existing vertical development (e.g., building structures) and associated parking facilities and building-site improvements, and to a corresponding modification to consideration for the extended leasehold interest.

(b) In the event that SPFL (i) is unable to secure the public or private funds required to construct the necessary infrastructure improvements to NASA's real property, (ii) is unable to use the Leased Property due to denial of any permits necessary to construct and operate Exploration Park Phase 1, or its initial subphase, or (iii) is unable to use the Leased Property due to other circumstances beyond its control, then SPFL shall have the right to terminate this Lease without cost to NASA-KSC or to SPFL thirty (30) days after providing NASA-KSC with written notice of intent to terminate, identifying the reasons why such a termination is necessary. SPFL's right to terminate under this paragraph will expire upon the initiation of any site development or construction work upon the Leased Property.

(c) In the event that SPFL does not commence the construction of the necessary infrastructure improvements to NASA's real property required to enable development of Exploration Park Phase 1 within eighteen (18) months of the Lease commencement date, then NASA shall have the right to terminate this Lease (30) days after providing SPFL with written notice.

(d) Except for any obligations that specifically survive the termination of this Lease as set forth herein, both SPFL and NASA-KSC shall be released of any and all liability and obligations specified in this Lease as of the date of any termination under this paragraph 2.2.

2.3 Possession. SPFL shall be entitled to take possession of the Leased Property from NASA-KSC for each of the legally described Phases upon the established Commencement Date for the particular Phase, and SPFL shall not use or occupy the Leased Property until such date except as otherwise permitted by NASA-KSC for the construction of improvements to NASA's real property.

2.4 Expiration of the Term. Upon expiration of the term, or upon other termination as provided under this Lease, SPFL shall vacate and surrender the Leased Property to NASA-KSC. Surrender of the Leased Property shall not be deemed to be a payment in lieu of any consideration that may be due pursuant to this Lease. SPFL shall be responsible for the restoration of the Lease Property in accordance with Article 11.

ARTICLE 3 CONSIDERATION

3.1 Fair Market Value. NASA-KSC and SPFL agree that the Fair Market Value ("**FMV**") of the Phase 1 property is eighty-five thousand dollars ($85,000) per acre as of the Phase 1 Commencement Date (January 1, 2009). Accordingly, the Parties agree that the Fair

Market Lease Value of the Leased Property is eight thousand five hundred dollars ($8,500) per acre per year, which value shall be escalated 2.5 percent on each anniversary of the Phase 1 Commencement Date (each January 1) up to and including January 1, 2038. Beginning January 1, 2039, and every January 1 for the remaining Lease term, the value shall be escalated by the amount of any increase in the cost of living reflected by the "consumer price index for all urban consumers – all items of the Bureau of Labor Statistics of the United States Department of Labor ("Index"), excluding food and fuel costs. If this standard is ever discontinued, then the Parties agree to reasonably apply a similar standard that most closely mirrors the scope of the original Index. If there is no increase in the Index, the Fair Market Lease value will remain the same as the previous year, except for the following condition of an extended period of economic decline. In the event that there is an extended period of economic decline so that the Index has decreased for three (3) consecutive years, then the Fair Market Lease Value shall be adjusted by the amount of the next annual decrease of the Index and in the subsequent years until the Index again escalates. After any increase in the applied Index, the Fair Market Lease Value shall not again be reduced until a subsequent extended period of economic decline occurs such that the Index again decreases for three (3) consecutive years. The amount calculated pursuant to this paragraph and applied to the number of acres of which SPFL has taken possession shall be the minimum rent due "**Minimum Annual Rent**" payable in advance on each January 1. The FMV for the Phase 2 property, including the Fair Market Lease Value and escalation thereof, shall be determined by a valuation of the useable acres therein obtained by NASA-KSC and negotiated by the Parties subsequent to SPFL's written notice to NASA-KSC exercising its option pursuant to this Lease.

3.2 Nonmonetary Consideration. SPFL shall provide, no later than thirty-six (36) months from the Commencement Date of each Phase or subphase, nonmonetary consideration in the form of permanent infrastructure improvements to NASA's real property contained within the Leased Property and, as may be required, offsite infrastructure improvements required to provide utility services, roadway intersections and improvements thereto, or other real property improvements necessary to enable development of the Leased Property (the "**NASA Exploration Park Improvements**"). The description and estimated value of these NASA Exploration Park Improvements are provided in Exhibit E. All NASA Exploration Park Improvements shall be titled to NASA-KSC but operated and maintained by SPFL at its cost for the entire term of this Lease. At a time or at times to be specified by NASA-KSC, SPFL shall convey to NASA-KSC title to the NASA Exploration Park Improvements. Conveyance of title to NASA-KSC shall not affect SPFL's continuing obligation to operate and maintain all NASA Exploration Park Improvements at its expense. The specific site and offsite improvements planned for Phase 1 and the projected capital cost for the design and construction of NASA Exploration Park Improvements for Phase 1 as allocated to each of the delineated subphases (Phase 1-a and Phase 1-b) are described in Exhibit E. If Phase 2 is implemented, the specific site and offsite improvements planned for Phase 2 and projected capital costs for design and construction shall be determined and described separately and appended to Exhibit E. It is NASA-KSC's intent, subject to regulatory approvals and conditions, to provide fill materials for the overall project from an adjacent or nearby borrow pit for use by SPFL to facilitate development of the property. The materials, if available, will be provided at no cost to SPFL; however, all costs associated with the extraction, removal, and transport of the materials, including the costs of compliance with permit conditions, shall be the responsibility of SPFL. These expenses will be considered allowable expenses under this paragraph. Upon completion of

the NASA Exploration Park Improvements for any phase or subphase, SPFL shall submit to NASA-KSC complete documentation of its actual development, design, and construction contract costs expended on such improvements, and NASA-KSC shall review such cost documentation and determine the consideration value of the completed improvements. The consideration value of improvements shall be limited to actual development, design and construction contract-related expenditures, and no amounts for SPFL labor or operations shall be included. No Federal funds, regardless of their appropriation source, applied to the development, design, and construction contract costs of the NASA Exploration Park Improvements shall be included in the determination of the consideration value of the completed improvements or any future capital replacement, expansions, or extensions of the installed improvements.

3.3 Modification of Nonmonetary Consideration. Allowable expenditures for the capital replacement of any elements of the NASA Exploration Park Improvements, and mutually agreed to expansions or extensions of the installed NASA Exploration Park Improvements, shall be accepted as payment in lieu of cash consideration otherwise due for Minimum Annual Rent. Capital replacement is defined as the replacement or restoration of any real property capital asset or major component thereof (e.g., complete resurfacing or reconstruction of Exploration Park roadways titled to NASA-KSC, the replacement of electric power distribution cabling, the replacement of wastewater treatment system piping or lift stations, the replacement of traffic control signal structures, etc.). It does not include routine repairs and replacement parts on the NASA Exploration Park Improvements required to maintain and operate the improvements. The consideration value of capital replacement shall be limited to design and construction contract expenditures, and no amounts for SPFL labor or operations shall be included.

3.4 Cash Consideration. During any period that Minimum Annual Rent is paid in full or in any part by the NASA Exploration Park Improvements, or capital replacement of elements of those improvements, SPFL will pay to NASA each January 1 an amount equal to one and one-half percent (1.5%) of the previous year's gross revenue derived from the subleases of all developed sites and facilities on the applicable subphase. The Minimum Annual Rent shall be fully paid in advance by the nonmonetary (in-kind) capital improvements provided for each sub-phase in accordance with paragraph 3.2 until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and calculated using the nominal interest rate of four and nine-tenths percent (4.9%), equals the nonmonetary consideration value provided for Phase 1, or Phase 1-a if the commencement of Phase 1-b is deferred. If the Lease of acreage delineated as Phase 1-b occurs on a Commencement Date later than the Commencement Date of Phase 1-a, then the Minimum Annual Rent for Phase 1-b shall be fully paid in advance by the nonmonetary (in-kind) capital improvements attributable to that subphase until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and calculated using the nominal interest rate for 30-year U.S. Treasury Notes and Bonds published in Office of Management and Budget Circular A-94, Appendix C, in January of the year of the Phase 1-b Commencement Date, equals the nonmonetary consideration value provided for Phase 1-b. All payments of the Minimum Annual Rent during the first three (3) years following the Commencement Date for a Phase or subphase shall be deemed to be paid in advance with non-monetary consideration regardless of the amount of funds that have been secured by SPFL or applied to actual development, design, or construction costs associated with that Phase or sub-phase.

Except as paid in advance by nonmonetary consideration as described above, the consideration due for Minimum Annual Rent shall otherwise be fully paid in cash, unless adjusted pursuant to Section 3.3 on a schedule negotiated for the replacement or modification of NASA Exploration Park Improvements.

The applicable annual percentage assessment for Center Management and Operations (CMO) shall be applicable to all cash consideration paid to NASA-KSC pursuant to this Lease. CMO shall be included within the amounts calculated within this Article and does not represent an additive amount to the Minimum Annual Rent or any other cash consideration amount payable to NASA-KSC.

3.5 Cash Consideration Beginning January 1, 2039. In addition to any other amounts due pursuant to this Article, SPFL shall pay to NASA-KSC in cash on each January 1, beginning on January 1, 2039, and thereafter until the expiration of the Lease for Phase 1 on December 31, 2068, the greater of the following two: (1) an amount equal to five percent (5%) of the gross revenue derived from the subleases of all developed sites and facilities in Phase 1 in the previous year or (2) the amount calculated for the Minimum Annual Rent.

3.6 Payment of Cash Consideration. Any cash consideration due shall be made by check payable to NASA-Kennedy Space Center and forwarded to:

National Aeronautics and Space Administration
NASA Shared Services Center (NSSC) – FMD Accounts Receivable
Attn : For the Accounts of Kennedy Space Center
Building 1111, C Road
Stennis Space Center, MS 39529

ARTICLE 4 USE OF LEASED PROPERTY

4.1 Permitted Use. SPFL shall use and occupy the Leased Property solely for the construction, operation, and maintenance of a mixed-use technology and commerce park to be known as Exploration Park at Kennedy Space Center and for lawful purposes incidental thereto (the "**Permitted Use**"), the Permitted Use being subject to, and consistent with, the following: (i) the NASA-KSC approved Site Development Master Plan described in Section 5.2 of this Lease which shall be incorporated into this Lease as Exhibit C; (ii) NASA-KSC approved and SPFL enforced Exploration Park development standards; (iii) NASA-KSC approved and SPFL enforced Conditions, Covenants, and Restrictions (CCRs); (iv) the final Phase 1 Environmental Assessment incorporated into this Lease as Exhibit D; and (v) all other terms and conditions of this Lease.

It is understood by the Parties that SPFL intends to enter into an agreement with a single Master Developer, which shall be responsible to SPFL for overseeing the design, construction, and property management of Exploration Park. The performance of site development, infrastructure improvements, and the construction of Exploration Park building structures by

SPFL and its Master Developer partner shall be considered permitted use under this Lease. SPFL, along with its Master Developer, may enter into agreements with additional equity partners and/or lenders to privately finance the construction of Exploration Park buildings intended for sublease to tenants and end users. Such subleases to tenants and end users, and any assignments of interest in this Lease required to privately finance these improvements, shall be subject to the terms of Article 12 of this Lease.

4.2 NASA Approval of Uses and Tenants. NASA shall have the right to approve, disapprove, or approve subject to conditions all uses and tenants in Exploration Park. NASA will work with SPFL to develop a process to expedite and facilitate this approval requirement.

4.3 Tenant Eligibility and Park Use Guidelines. Without limiting NASA's right or discretion to approve or disapprove each use and tenant, the following criteria shall serve as a guideline for tenant eligibility to sublease from SPFL a dedicated development site, building, or space within a multitenant facility. The criteria which serve as guidelines are:

(a) Activities which have a requirement or demonstrated benefit for close proximity to KSC/CCAFS facilities or personnel, are related to the NASA mission, or are related to space commerce and commercialization;

(b) Activities related to research and technology development with known or potential application to activities in space or improvement of life on earth, including but not limited to, energy-related, life sciences, or environmental activities;

(c) Activities of an academic/educational nature with current or potential partnership with NASA/CCAFS;

(d) Activities offering support services that may reasonably be required by park tenants or resident Government and contractor organizations of KSC/CCAFS, e.g. technical support, business services, and incidental, limited retail support services as deemed appropriate to support the needs of tenants. Retail sales shall not significantly compete with merchandise sales of the KSC Visitor Complex.

The above criteria are intended to operate as general description of the types of Exploration Park activities which NASA considers desirable and are not intended to operate as a limitation on NASA's right to approve or disapprove uses, tenants, or activities within the park. The above criteria are not intended to grant any rights or benefits to, or be enforceable by, any Exploration tenants, users, or occupants or any third party, and NASA may in its sole discretion grant approval for any use, tenant, or activity that it deems in the public interest or beneficial to public or private domestic space activity.

4.4 Prohibited Uses. The following uses are prohibited within Exploration Park: (i) highly hazardous activities or materials, (ii) heavy industrial manufacturing, (iii) warehousing as stand-alone use, (iv) hotels or other major tourist facilities, and (v) political, social, or religious-affiliated organizations. Expressly prohibited are any uses or activities that violate Federal or state law.

For purposes of this Lease, highly hazardous activities are defined as those experimental or industrial activities with potential to cause personnel injuries, loss of life, or property damage outside a facility if the hazards are not reliably controlled and mitigated to prevent and preclude such a potential. Examples may include, but are not limited to, operations involving propellants, biological material, high-pressure systems, high-voltage systems, ionizing and nonionizing radiation, cryogenic material, chemicals, microwaves, lasers, or explosive operations. For hazardous activities not having the potential to cause injury or property damage outside the facility, the tenant shall implement controls to prevent hazardous operations from affecting personnel. NASA-KSC, in consultation with SPFL, reserves the right, in its reasonable discretion, to determine which activities and materials are potentially highly hazardous.

NASA-KSC, in consultation with SPFL, further reserves the right, in its reasonable discretion, to determine which activities fall within the categories of prohibited use. The above prohibited uses are intended to operate as a limitation on SPFL's rights under this lease, and are not intended to grant any rights or benefits to, or be enforceable by, any Exploration tenants, users, or occupants or any third party, and NASA may in its sole discretion grant exceptions to the prohibited uses for any purpose that it deems in the public interest or beneficial to public or private domestic space activity.

4.5 Right of Access. NASA-KSC hereby grants SPFL a right of access to the Leased Property and to other NASA-KSC property as may be required to perform SPFL's obligations pursuant to this Lease, subject to applicable security controls requiring access credentials to be issued by NASA-KSC to SPFL personnel and contractors. NASA will provide SPFL, its Master Developer or contractors, and Exploration Park tenants 24/7 access across NASA land to Exploration Park via Space Commerce Way. NASA will manage traffic and public access to KSC for major NASA launches and events, but will work with SPFL to assure access to Exploration Park tenants and their employees. Park employee badges, entry via State Road 3, or other access assurance methods may be involved. In the event of extraordinary and unpredictable circumstances that could arise from hostile acts, warfare, major accidents, or natural disaster, access by the SPFL, tenants, and their employees will be no less than NASA-badged KSC administrative employees. NASA-KSC will define easements, as may be required, to enable the extension of utilities and any other element of NASA Exploration Park improvements across property within or outside of the Leased Property.

4.6 Right of Entry. NASA-KSC reserves the right to enter the Leased Property without prior notification of SPFL at any time for reasons it deems in its sole discretion to constitute an emergency requiring immediate response and at other times for reasons it deems in its sole discretion to be necessary to the protection or administration of its property subject to the prior notification of SPFL. Any claim for liability for property damage to, or personal injuries on, the Leased Property resulting from NASA-KSC's entry on the Leased Property shall be determined pursuant to the Federal Tort Claims Act, 28 U.S.C. §1346, *et seq.*

4.7 Impact from Operations on Other NASA-KSC Land. SPFL acknowledges and accepts impacts to its operations at Exploration Park that may arise from KSC land management practices on other NASA-KSC land, such as controlled burning and habitat management

performed from time to time by the U.S. Fish and Wildlife Service. In the event that NASA-KSC receives notification that there is to be a controlled burn adjacent to the Leased Property, then NASA-KSC shall immediately notify SPFL so that the controlled burn can be coordinated with SPFL. Any claim for liability for property damage to, or personal injuries on, the Leased Property resulting from NASA-KSC's land management practices shall be subject to the Federal Tort Claims Act, 28 U.S.C. §1346, *et seq.*

ARTICLE 5 DEVELOPMENT AND DEVELOPMENT ADMINISTRATION

5.1 Development and Development Administration Responsibilities. All development activities performed upon the Leased Property by SPFL, or by a Master Developer, developers, or any others, pursuant to agreements entered into with SPFL, shall be governed and administered by the terms and conditions of this Lease. The Parties agree to the following division of responsibilities:

(a) NASA-KSC shall be the Authority Having Jurisdiction (AHJ) with regard to all matters involving life safety code requirements, implementation, and enforcement. The NASA-KSC AHJ shall certify occupancy for all structures and facilities constructed upon the Leased Property and any offsite improvements required to be constructed in support of SPFL's Permitted Use of the Leased Property.

(b) SPFL shall be responsible, as required, to adopt, establish, inspect, and enforce development codes for buildings, structures, and any other improvements to the Leased Property. SPFL shall be responsible for requiring and assuring a certification of occupancy for all structures and facilities constructed upon the Leased Property.

(c) In addition, SPFL shall be responsible for the adoption and enforcement of development standards, and any CCRs established and intended to govern and control development upon the Leased Property, provided that NASA-KSC shall have a right to review and approve development standards and CCRs proposed by SPFL prior to their adoption and enforcement upon development upon the Leased Property.

(d) NASA-KSC is responsible for establishing general land use designations for the Federal land comprising Kennedy Space Center and for development regulations and practices required to ensure compatibility of activities upon the Leased Property with surrounding uses and the overall operation of Kennedy Space Center and its Master Plan.

(e) NASA-KSC as the Federal property owner will determine which party will apply for and hold any required environmental permits. Unless specifically provided for in this Lease, NASA-KSC shall be presumed to be the applicant and holder of any such permit required for activities upon the Leased Property, provided that NASA-KSC and SPFL will cooperate in the establishment of an Environmental Permitting Matrix to be incorporated as Exhibit G ("**Environmental Permits Matrix**") of this Lease. Irrespective of whether NASA-KSC, SPFL, or individual tenants apply for and hold permits, all costs associated with the application and permitting process shall be borne by SPFL or their tenants upon the Leased Property, and not by

NASA-KSC, including all permits required for the NASA Exploration Park Improvements whether constructed upon the Leased Property or offsite.

5.2 Site Development Master Plan. SPFL shall submit for NASA-KSC approval a Site Development Master Plan for Exploration Park Phase 1, and for Exploration Park Phase 2 if SPFL elects to exercise its option as defined in paragraph 1.2. A Conceptual Site Development Master Plan is incorporated into this Lease as Exhibit C. This Exhibit will be updated upon NASA approval of a Final Site Development Master Plan for Phase 1, and at such times as the plan may be amended or revised by mutual agreement of the parties, and as required for Phase 2. Each such Site Development Master Plan shall be consistent with the previously completed Environmental Assessment for Phase 1, and the Environmental Impact Statement (EIS) for the property contained in Phase 2, addressing any mitigation required therein, and shall show perimeter controls (if any), access points, internal roadways, structures, storm water retention or drainage, and any other site improvements.

The Final Site Development Plan shall, at a minimum, show the planned interior roadway system layout and details regarding the intersection with Space Commerce Way or any other offsite proposed linkages; the storm water and drainage system, utilities distribution within the property and all connections to NASA-KSC utility systems or to non-NASA systems; delineate the conservation areas not to be developed and any sustainable design features; planned building sites including building footprints and associated parking and driveways; and generalized open space and common area plans. SPFL shall be responsible for ensuring that its Master Developer, developers, or contractors construct all facilities and structures upon the Leased Property in accordance with the NASA-approved Site Development Plans. The Environmental Assessment covering Exploration Park Phase 1 is incorporated as Exhibit D, and the EIS covering property contained in Phase 2 is incorporated by reference. NASA-KSC shall have sixty (60) days to review and approve, approve subject to comments, or disapprove the Final Site Development Plan and any amendments thereto.

5.3 NASA Site Development Permits. SPFL shall obtain from NASA-KSC excavation permits and/or environmental permits as may be required to perform site development and restoration. Construction and operation upon the Leased Property shall be managed by SPFL so as to not interfere with the Merritt Island Launch Area Ground Station S-Band Frequency link Line of Sight (LOS) restrictions as identified in the "KSC Facilities Master Plan" and Kennedy Customer Agreement (KCA-) 1706.

5.4 Non-interference with NASA Launch and Related Operations. SPFL shall manage its Exploration Park development and operations activities, and any tenant construction and operations, so as to avoid interference with KSC launch or launch-related operations. If SPFL or NASA identifies any potential or actual interference, SPFL shall be obligated to take immediate action to correct the situation. In the event that NASA-KSC determines that any activity of SPFL or its related entities constitutes a significant threat to any ongoing space launch or landing operation, NASA-KSC shall have the right to temporarily order immediate cessation of the activity, and SPFL shall immediately comply. It is understood that normal day-to-day operations of the park and use of the facilities by the approved tenants and their associated uses

in compliance with lease terms should not create an impact to ongoing space launch and landing operations.

5.5 Land Clearing Waste. All waste resulting from land clearing shall be disposed of off NASA-KSC property, unless otherwise approved by NASA-KSC. SPFL may be permitted to burn combustible vegetative materials onsite, upon approval by NASA-KSC and subject to issuance of a KSC burn permit. Burning may be limited or prohibited during periods of dry weather or when sensitive flight hardware is housed in the vicinity of the burn site.

5.6 Safety, Health, and Emergency Preparedness. SPFL shall ensure a safe and healthy working environment throughout Exploration Park. SPFL or their assignee shall retain effective right of entry to any facility in Exploration Park to ensure safety compliance and shall have stop work authority for any activity found to be noncompliant with Occupational Safety and Health Administration (OSHA) standards and requirements.

SPFL shall require Exploration Park tenants to be considered the "employer" or the "general" contractor for OSHA purposes, be responsible for regulatory compliance, and cooperate with and allow access to OSHA compliance officers and other regulatory inspectors. SPFL shall require each tenant to be responsible for the safety and health of facility occupants, including but not limited to, employees, contractors, subcontractors, and visitors and require each tenant to meet all local, state, and Federal requirements for the protection of public health and safety.

SPFL shall develop and manage an Exploration Park Emergency Preparedness Program. A copy of program documentation shall be provided to NASA-KSC. NASA will coordinate Emergency Preparedness planning with the SPFL, but will not be responsible for Exploration Park hurricane or severe weather preparations, notifications or evacuations measures. SPFL and tenants of the Exploration Park will not be required to follow NASA regulations on hurricane preparedness, evacuation or clean-up, but may be affected by evacuation and closure of Kennedy Space Center. SPFL acknowledges such potential impacts to its activities on the Leased Property and agrees to cooperate with NASA-KSC to ensure a safe and effective response to emergency events. Notifications to NASA-KSC and investigation of mishaps are required as described in Article 14.2.

ARTICLE 6 DESIGN AND CONSTRUCTION OF FACILITIES

6.1 Facilities Design and Construction. SPFL shall require the design and construction of all facilities to be in compliance with all applicable local, state, and Federal laws and regulations, including Chapter 373, Florida Statutes, and in conformance to the latest edition of the Florida Building Code and other design and construction standards adopted by the state and in effect prior to the start of design. SPFL shall provide to NASA-KSC all facility and facility value data as may be required for NASA-KSC to comply with NASA project approval and real property reporting purposes, as well as copies of all specifications and design drawings, and a complete set of as-built drawings for each facility completed. This shall include as appropriate supporting project documentation prepared and submitted in accordance with the

requirements of NASA Procedural Requirements (NPR) 8820.2, *Facility Project Requirements (*NASA Form 1509, *Facility Project - Brief Project Document*; and NASA Form 1510, *Facility Project Cost Estimate)*, as well as NASA Form 1046, *Transfer and/or Notification of Acceptance of Accountability of Real Property.*

6.2 NASA Design Review and Approval/Construction Inspection. Except as otherwise provided with respect to permanent improvements to NASA's real property, NASA's design review and approval and inspection of construction shall be required only for the determination of life safety code compliance of Exploration Park site infrastructure and building construction as necessary to support a certification of occupancy by the AHJ. At NASA's sole discretion, the AHJ may use either NASA contractors or independent contractors employed by SPFL and acceptable to the AHJ to perform design review for code compliance and inspect construction/installation of life safety systems to support the issuance by the AHJ of a certification of occupancy.

6.3 Sustainable Design Requirement. All construction and operations within Exploration Park shall incorporate, to the greatest extent practicable, measures to conserve energy, water, and other renewable and nonrenewable resources. Landscaping practices shall maximize native plant species and compatibility with the natural conditions of Merritt Island National Wildlife Refuge. Adopted design standards must identify allowable plant species to ensure this compatibility. Construction in Exploration Park shall meet, as a minimum, the sustainable design standards represented by the Leadership in Energy and Environmental Design "Silver" rating as identified by the United States Green Building Council. Appropriate credit for SPFL's Exploration Park infrastructure design and site features may be counted toward each facility project's score in determining compliance with the Silver rating. If economic or practical considerations render a proposed project infeasible due to this requirement, SPFL may request from NASA a waiver of the "Silver" standard with appropriate justification. The granting of such a waiver shall be subject to the approval of NASA Headquarters Facilities Engineering, and Real Property Division.

6.4 Adoption and Review of Design Standards. SPFL shall propose, prepare, and submit for NASA's concurrence a complete set of Design Standards to govern the quality, consistency, aesthetics, and compatibility of all construction within Exploration Park. SPFL shall also propose, prepare, and submit for NASA's final concurrence legally enforceable CCRs that will serve as non-governmental land use controls on developers and tenants. SPFL shall establish a Design Review Committee to review site plans and project designs for compliance with the adopted standards and CCRs. NASA may, at its option, appoint a representative to the SPFL Design Review Committee to participate in the design review process. Waivers, deviations, and amendments to the approved Design Standards and/or the adopted CCRs shall require NASA's concurrence. NASA-KSC shall have sixty (60) days to review and approve, approve subject to comments, or disapprove the submitted Design Standards and CCRs and any amendments thereto.

6.5 NASA Exploration Park Improvements. SPFL shall design and construct the permanent site and necessary offsite infrastructure improvements, not including interconnection to KSC water, wastewater, and electric utilities which are addressed in Article 9, that will

constitute the NASA Exploration Park Improvements in compliance with the following: (a) all applicable local, state, and Federal laws and regulations, including Chapter 373, Florida Statutes; (b) the latest edition of the Florida Building Code and other design and construction standards adopted by the state and in effect prior to the start of design; and (c) applicable NASA or KSC specifications and standards in effect prior to the start of design. All specifications and design drawings for improvements that will become NASA's as permanent improvements to its real property shall be submitted to NASA for its review and approval at the 30, 60, and 90 percent level of completion. NASA-KSC shall also be furnished a copy of the final 100 percent design drawings as approved. In the event that NASA-KSC does not approve, approve subject to comments, or disapprove such specifications and designs within fourteen (14) business days after receipt, then the specifications and designs shall be deemed to be approved. Upon completion of any element of the NASA Exploration Park Improvements, SPFL shall provide to NASA-KSC all final specifications, as well as a complete set of as-built drawings.

6.6 Davis-Bacon Act Compliance. If any project or element of work to be performed by SPFL for the NASA Exploration Park Improvements, or for any other facilities, is determined to be subject to the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141 *et seq.*), SPFL and/or its Master Developer or developers, and their contractor(s), shall comply with all wage determinations and other applicable provisions.

6.7 Warranties. SPFL and its contractors shall take all steps necessary to ensure that NASA enjoys the benefits of all manufacturers' warranties for any facility, equipment, system, or portion of system that is constructed as part of the NASA Exploration Park Improvements, however titled.

6.8 Final Completion of NASA Real Property Improvements. As SPFL completes the construction of the discrete elements of the NASA Exploration Park Improvements, it shall notify NASA-KSC in writing of such completion. NASA-KSC shall inspect the completed system or facility within fourteen (14) business days of receiving such notice and give SPFL written notice specifying any details of construction or system adjustment which remain to be performed by SPFL, and except for the details contained in such written notice from NASA-KSC, and delivery of as-built drawings, all obligations of SPFL in regard to the construction of the element shall be deemed to have been satisfied. Final completion of any element of the NASA Exploration Park Improvements will be documented in writing by the NASA-KSC Director of Center Operations.

ARTICLE 7 OPERATIONS AND MAINTENANCE

7.1 General Requirements. SPFL shall be responsible for the ongoing management, operation, and maintenance of all activities upon the Leased Property, including all related expenses for maintenance and repair of Exploration Park infrastructure, tenant services, enforcement of standards, enforcement of CCRs, emergency preparedness, and all other property management functions normal and customary for a mixed-use, multitenant development like that envisioned by SPFL for Exploration Park.

7.2 Safety Responsibilities. SPFL shall be responsible for implementing and monitoring safety policies, procedures, and operations upon the Leased Property and within all facilities constructed thereon. NASA-KSC will have the right to evaluate and control any use, activity, or operation upon the Leased Property that has the potential to impact areas outside the Leased Property.

7.3 Operation and Maintenance of NASA Exploration Park Improvements. Except as provided under Article 9, SPFL, at its own expense, shall maintain and repair as required the NASA Exploration Park Improvements, including any portions located off the Leased Property, throughout the term of this Lease. SPFL shall perform preventive maintenance in accordance with manufacturer's recommendations and consistent with standard industry practices. SPFL shall perform corrective maintenance or repairs, at its own expense, as required to keep the NASA Exploration Park Improvements operating at reasonable performance capability and to ensure delivery of services needed by tenants on the Leased Property. In the event that repairs to the NASA Exploration Park Improvements are necessary due to fire, natural disaster, or other casualty, then such repairs shall be the responsibility of SPFL during the term of this Lease and NASA-KSC shall not be obligated to make such repairs.

7.4 Records and Notices. SPFL shall maintain records of all preventive and corrective maintenance performed on the NASA Exploration Park Improvements and shall submit copies of all such records to NASA-KSC on an annual basis, unless determined by NASA-KSC to be required more or less frequently for specific elements. SPFL shall promptly notify NASA-KSC of any scheduled or unscheduled maintenance and repair (e.g., outages) activity with a potential to affect KSC utility systems which service Exploration Park. NASA-KSC reserves the right to require rescheduling of any such planned outage if it is determined that it will interfere with KSC launch or launch-related operations (reference Article 5.4).

7.5 NASA's Right to Intervene. If NASA determines that SPFL is not managing, operating, or maintaining essential facilities or services in accordance with the requirements of this Lease, and such failure is deemed to pose a threat to life safety or to the well-being of tenants and/or the operational capability of facilities constructed under subleases by SPFL, then NASA-KSC may issue a notice of deficiency which, if not promptly corrected, shall constitute an event of default pursuant to Article 13. If NASA in its sole judgment determines that an emergency condition exists, then it may act independently to correct the condition and SPFL shall be liable for all costs incurred by NASA.

ARTICLE 8 ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

8.1 Phase 1 Assessment Furnished to SPFL. Prior to the Commencement Date of any phase, or no later than ninety (90) days thereafter, NASA-KSC shall, at its own expense, prepare a Phase 1 Assessment ("**Phase 1 Assessment**") for the Leased Property, to be acknowledged and signed by representatives of NASA-KSC and SPFL. The Phase 1 Assessment shall set forth those environmental conditions and matters affecting the Leased Property known as of the Commencement Date as determined from records of the Leased Property and the analysis reflected therein. SPFL shall not be responsible to remedy any environmental conditions and matters affecting the Leased Property that are documented in the Phase 1 Assessment. If the

Phase 1 Assessment identifies potential soil or ground water contamination requiring further investigation, NASA-KSC will perform such investigations and append the findings to the Phase 1 Assessment.

8.2 Environmental Definitions. As used in this Lease, "**Hazardous Material**" shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant; (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof; (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or a reproductive toxicant; or (d) otherwise regulated pursuant to any Environmental Law. As used in this Lease, "**Environmental Law**" shall mean all Federal, state, and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations, and similar requirements of all Federal, state, and local governmental agencies (including NASA-KSC) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. As used in this Lease, "**Lease Activities**" shall mean the lawful activities of SPFL that are part of the ordinary course of SPFL's business in accordance with the Permitted Use. As used in this Lease, "**Materials**" shall mean the materials handled, used, or stored by SPFL in the ordinary course of conducting Lease Activities.

8.3 Environmental Requirements. SPFL is responsible for environmental compliance for all conveyed land and activities conducted thereon. SPFL shall notify the NASA-KSC Environmental Program Office of any pollution incident (i.e., unregulated release of a pollutant into the environment) or of any realized or suspected activity or event that could result in a non-compliance with any Federal, state, local, or KSC environmental requirement or any environmental permit held by the SPFL or one of its tenants, or by NASA-KSC. SPFL shall provide an environmental review/status annually to the NASA-KSC Environmental Program Branches at a predetermined, regularly scheduled meeting or as otherwise arranged by the Parties. In addition, SPFL:

(a) Is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in the Environmental Assessment and associated Finding of No Significant Impact (FONSI) (Attachment D);

(b) Shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, SPFL shall cease its activities at the site and immediately notify said NASA offices and protect the site and the material from further disturbance until said NASA offices give clearance to proceed. Any costs resulting from this delay shall be the responsibility of SPFL;

(c) Shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of solid and hazardous wastes and hazardous substances generated by its activities in accordance with the requirements of 10 U.S.C. §2692, *Storage, treatment, and disposal of non-defense toxic and hazardous materials.*

(d) Shall comply with all Federal, state, and local policies and regulations governing the use, handling and disposal of hazardous waste. SPFL shall be responsible for the cost of proper disposal of solid and hazardous wastes generated by its activities under this Lease. SPFL may utilize NASA's centralized systems for the handling, treatment, storage, and disposal of solid and hazardous wastes on a cost-reimbursable basis. Upon discovery of previously unknown hazardous wastes or hazardous substances or of any release to the environment of hazardous materials or wastes on the Premises, SPFL shall immediately notify NASA-KSC of such discovery and cease activities at the site of the discovery, except such activities as may be directed at containing any release. The terms "hazardous materials", "solid wastes", "hazardous wastes", and "hazardous substances" are as defined in the Federal Water Pollution Control Act, CERCLA, SWDA, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations.

8.4 NASA Right to Inspect for Compliance. Representatives of NASA Environmental Program Branches may enter upon and into the Premises with or without notice for the purpose of ensuring compliance with the environmental terms and conditions of this Lease.

8.5 Flow-down and Liability Related to Subleases. SPFL shall flow down to incorporate and enforce all environmental compliance requirements as defined in this Article regarding all developers, contractors, tenants, and facility owners performing Permitted Uses upon the Leased Property under subleases or any other agreement with SPFL. SPFL shall be liable for any environmental contamination, and any noncompliance with environmental requirements including all associated penalities and/or fines resulting from such activities, regardless of NASA's consent to such activities, and all such activities shall be deemed Lease Activities.

8.6 Phase 1 Assessment to NASA-KSC. Upon completion of the restoration of the Leased Property pursuant to Article 11, SPFL shall prepare, at its own expense, and submit to NASA-KSC an updated Phase 1 Assessment, to be acknowledged and signed by representatives of NASA-KSC and SPFL. The Phase 1 Assessment shall set forth those environmental conditions and matters affecting the Leased Property known as of the restoration date, based on all known activities that have occurred at the Leased Property as well as information contained in the records of the Leased Property and the analysis reflected therein. NASA-KSC may require sampling of soil and/or surface and ground water to verify environmental conditions. SPFL shall not be obligated to remedy any environmental conditions and matters affecting the Leased Property that are not a result of SPFL's Lease Activities on the Leased Property. SPFL shall be liable for and required to remedy any environmental conditions and matters affecting the Leased Property that are found to be a result of SPFL's Lease Activities on the Leased Property.

ARTICLE 9 UTILITIES AND INSTITUTIONAL SERVICES

9.1 General. Provided it has the availability and capacity to commit to SPFL's requested service levels for planned development, NASA-KSC will provide to SPFL, and SPFL will acquire from NASA-KSC, all necessary utility and institutional services on a reimbursable basis to support the requirements for permitted uses and facilities upon the Leased Property. The

categories and amount of such reimbursable service charges, and the annual adjustments thereto, shall be negotiated by the Parties as a separate Reimbursable Space Act Agreement (RSAA) which shall become Exhibit F to this Lease. NASA-KSC will furnish such services, and any other demand (optional) services requested by SPFL and available from NASA-KSC, pursuant to NASA's market-based pricing policy and based on comparable rates charged by neighboring municipalities and service providers.

9.2 Fire and Emergency Response. NASA-KSC shall provide fire and emergency response services for Exploration Park in accordance with the service levels specified in the RSAA on the basis of developed square footage of buildings and structures, the building types, and types of occupancy.

9.3 Security and Emergency Response. NASA-KSC will provide security and emergency response services for Exploration Park in accordance with the service levels specified in the RSAA for routine patrols of the vicinity and premises of Exploration Park, and shall coordinate law enforcement activities with the Brevard County Sheriff's Office. Security for entry to, or activities within, individual tenant facilities shall be the responsibility of the individual tenants.

9.4 Potable Water and Wastewater Treatment. NASA-KSC shall provide potable water and wastewater treatment services for Exploration Park Phase 1 by extension of existing KSC utility service systems provided that SPFL shall bear the costs of all required extensions, connections, and any necessary system upgrades to meet the levels of service required for Exploration Park Phase 1. Services to be provided by NASA-KSC include the design, construction, and operations and maintenance of potable and wastewater utilities up to the SPFL facility service point or other utility system interface as determined by NASA-KSC. NASA may, at its sole discretion, authorize SPFL to procure and manage a single design and/or construction contractor(s) for all or portions of the required potable and wastewater utilities. Such infrastructure improvements and extensions to and through the Leased Property shall be an element of the NASA Exploration Park Improvements funded by SPFL. Potable water flow to Exploration Park Phase 1 will be metered to determine the water consumption and wastewater system impacts. Charges for potable water and wastewater service obtained through NASA-KSC will be as detailed in the RSAA. Potable water and wastewater treatment services for Exploration Park Phase 2 will be negotiated between the Parties if Phase 2 is implemented and in consideration of the scope and nature of development proposed in the Phase 2 Site Development Master Plan.

9.5 Electric Power. SPFL may, at its sole option, enter into a service arrangement with Florida Power & Light for commercially provided electric power service to Exploration Park Phase 1 or develop its own power generating capacity from renewable sources. If SPFL wishes to obtain electric power service from NASA-KSC, such service will be subject to the availability of capacity to service the demand requested for Exploration Park Phase 1 and subject to the operating constraints that may be imposed by NASA's priority requirements for Center operations. If SPFL requests electric power service through NASA-KSC, and NASA agrees that capacity exists in its distribution system to meet such demand, NASA-KSC shall provide power service to Exploration Park Phase 1 by extension of existing KSC utility service systems

provided that SPFL shall bear the costs of all required extensions, connections, and any necessary system upgrades to meet the levels of service required for Exploration Park Phase 1. Services to be provided by NASA-KSC include the design, construction, and operations and maintenance of electric utilities up to the SPFL facility service point. or other utility system interface as determined by NASA-KSC. NASA may, at its sole discretion, authorize SPFL to procure and manage a single design and/or construction contractor(s) for all or portions of the required electric utilities. Such infrastructure improvements and extensions to and through the Leased Property shall be an element of the NASA Exploration Park Improvements funded by SPFL. Electric power flow to Exploration Park Phase 1 will be metered to determine the consumption and KSC power distribution system impacts. Charges for electric power service obtained through NASA-KSC will be as detailed in the RSAA. Electric power services for Exploration Park Phase 2 will be negotiated between the Parties if Phase 2 is implemented and in consideration of the scope and nature of development proposed in the Phase 2 Site Development Master Plan.

9.6 Communications and Information Technology (IT) Services. Communications and IT services from commercial providers shall be obtained by SPFL independent of NASA-KSC service contracts, but may require use and service through KSC's communications and IT distribution infrastructure. SPFL shall bear any costs required to extend existing communications and IT infrastructure to Exploration Park, and shall reimburse NASA-KSC in accordance with the RSAA for costs associated with use of its communications and IT network infrastructure.

9.7 Development Administration. SPFL shall reimburse the costs incurred by NASA-KSC to perform its responsibilities in the review and approval of plans, designs, the inspection of construction, and the certification of occupancy of facilities constructed upon the Leased Property.

9.8 Other Services. SPFL may request other specific services that may be provided by NASA-KSC if available and pursuant to levels of service and rates negotiated in the RSAA.

9.9 General Administrative and Institutional Support. SPFL shall reimburse NASA-KSC for the general administrative services and institutional support required to facilitate, manage, and service the development of Exploration Park as a mixed-use, multitenant development upon the Leased Property.

9.10 Allocation of Reimbursable Charges to Tenants. It shall be the responsibility of SPFL to determine, assess, and collect all reimbursable use fees and service charges due to NASA-KSC that may be allocable to tenants in Exploration Park. SPFL shall be responsible to reimburse NASA-KSC for all services provided pursuant to the RSAA, regardless of whether SPFL has collected an allocable share of such costs from the tenants of Exploration Park.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 Damage or Injury. Except as otherwise provided in this Lease, NASA-KSC shall not be liable to SPFL, and SPFL hereby waives and releases all claims against NASA-KSC, for any damage to, or loss or theft of, any property or for any bodily or personal injury, illness, or death of any person in, on, or about the Leased Property arising at any time and from any cause whatsoever, unless the same is caused solely by the willful misconduct or gross negligence of NASA-KSC. SPFL shall indemnify and defend NASA-KSC against and hold NASA-KSC harmless from all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and disbursements, arising from or related to any use or occupancy of the Leased Property, or any condition of the Leased Property, or any default in the performance of SPFL's obligations under this Lease, or any damage to any property (including property of SPFL and its developers, contractors, tenants, employees, and visitors of Exploration Park), or any bodily or personal injury, illness, or death of any person (including contractors, tenants, employees, and visitors of Exploration Park) occurring in, on, or about the Leased Property or any part thereof arising at any time and from any cause whatsoever (unless the same is caused solely by the willful misconduct or gross negligence of NASA-KSC), or occurring in, on, or about any part of the Leased Property when such damage, bodily or personal injury, illness, or death is caused by any act or omission of SPFL or its agents, employees, contractors, tenants, or visitors. This paragraph of this Lease shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination.

10.2 Insurance Requirements for SPFL. SPFL shall obtain and keep insurance coverage in the type and amounts described in paragraph 10.3 from its local government insurance pool carrier, or by a commercial carrier meeting the rating requirements of paragraph 10.4a. Except for NASA-KSC, SPFL shall also cause the Master Developer and any entity or entities that own improvements constructed upon the Leased property to obtain and maintain casualty insurance in an amount equal to the replacement value of such improvements.

10.3 Insurance Coverage and Amounts. SPFL acknowledges that any developers and contractors working upon the Leased Property, or upon NASA Exploration Park Improvements off the Leased Property, shall obtain and keep the following insurance: (a) commercial general liability insurance, including contractual liability, broad form property damage liability, fire legal liability, products and completed operations, and medical payments, with limits not less than two million dollars ($2,000,000) per occurrence and aggregate, insuring against claims for bodily injury, personal injury, and property damage arising from the use, occupancy, or maintenance of the Leased Property; (b) business auto liability insurance with limits not less than one million dollars ($1,000,000) per accident covering owned, hired, or nonowned vehicles; (c) workers' compensation insurance for all of its employees in statutory limits as required by Florida law; and (d) employers liability insurance which affords not less than five hundred thousand dollars ($500,000) for each coverage. SPFL, at its option, may maintain all risk property insurance for all real or personal property, fixtures, and equipment of SPFL installed by SPFL in the Leased Property, and for NASA Exploration Park Improvements, and may obtain business income and extra expense coverage. Any assignees under this Lease shall also be required to obtain and keep the foregoing insurance with such coverage amounts. Any sub-lessees under this Lease shall also be required to obtain and keep the foregoing insurance coverage and amounts unless

NASA-KSC consents to different coverages and amounts pursuant to its review and approval of subleases.

10.4 Insurance Requirements.

(a) Except as otherwise provided herein, all insurance and all renewals thereof shall be issued by companies with a rating of at least "A- VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor or, if there is no equivalent successor rating, otherwise acceptable to NASA-KSC) and be licensed to do and doing business in Florida.

(b) Except as otherwise provided herein, each policy shall be endorsed to provide that the policy shall not be canceled or materially altered without thirty (30) days prior written notice to NASA-KSC and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA-KSC and such period of thirty (30) days shall have expired.

(c) Except as otherwise provided herein, the commercial general liability and any automobile liability insurance shall be endorsed to name NASA-KSC (and any other parties designated by NASA-KSC) as an additional insured, shall be primary and noncontributing with any insurance which may be carried by NASA-KSC, and shall afford coverage for all claims based on any act, omission, event, or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

(d) In the event that SPFL assigns the Lease or sublets the Leased Property, then such assignee or sublessee shall deliver certificates of insurance and endorsements to NASA-KSC at least ten (10) days before the transfer date between SPFL and the assignee or the sublessee and at least ten (10) days before expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
John F. Kennedy Space Center
Attn: Office of the Chief Counsel
Mail Code: CC
Kennedy Space Center, FL 32899

(e) All of the insurance amounts specified in paragraph 10.2 shall be escalated every fifth year as reasonably determined by NASA-KSC using appropriate indices to generally ensure that the amounts are increased to keep up with currency inflation.

10.5 Subrogation. In the event that SPFL assigns the Lease or sublets the Leased Property, the assignees or sublessees shall waive, under all policies of insurance now or hereafter carried by the assignees or sublessees insuring or covering the Leased Property or any operation thereof, all rights of subrogation which any such insurer may have to any claims of the assignees or sublessees against NASA-KSC. Assignees or sublessees shall procure from each of the

insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of assignees or sublessees against NASA-KSC by obtaining from the insurer the following statement: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

10.6 Performance and Payment Bonds. Prior to beginning work on the Kennedy Space Center under any contract for construction pursuant to this Lease, SPFL shall cause the construction contractor to provide, in a form acceptable to SPFL and NASA-KSC, two bonds for each contract; specifically, a performance bond and a payment bond, each with a good and sufficient surety or sureties acceptable to NASA-KSC and SPFL. SPFL and NASA-KSC shall be named on such bonds as copayees.

The penal amount for each performance bond shall be one hundred (100) percent of the contract value at the time of the award. Performance bonds shall be submitted in the form and following the procedures in Federal Acquisition Regulation (FAR) 52.228-15 and FAR Part 28.

Payment bonds shall be submitted in the form and following the procedures in FAR 52.228-15 and FAR Part 28. In addition:

(a) When the contract value is one (1) million dollars or less, the penal sum will be fifty (50) percent of the contract value.

(b) When the contract value is in excess of one (1) million dollars but not in excess of five (5) million dollars, the penal sum shall be forty (40) percent of the contract value.

(c) When the contract value is more than five (5) million dollars, the penal sum shall be two and one half (2.5) million dollars.

SPFL shall promptly furnish additional bond security required to protect NASA-KSC and persons supplying labor and materials under any contract for construction entered into pursuant to this Lease if:

(a) Any surety upon any bond furnished under the above paragraphs becomes unacceptable to NASA in the reasonable exercise of its discretion;

(b) Any surety fails to furnish reports on its financial condition as reasonably required by NASA; or

(c) The contract value of any contract for construction entered into pursuant to this Lease is increased so that the penal sum of any bond becomes inadequate in the reasonable opinion of NASA-KSC.

ARTICLE 11 RESTORATION OF THE PROPERTY

11.1 General Requirements. On or before the expiration of this Lease, or upon its earlier termination pursuant to this Lease, all buildings, fixtures, equipment, and any other improvements, except for the NASA Exploration Park Improvements constructed as nonmonetary consideration, made by SPFL on or to the Leased Property, whether temporary or permanent in character, shall be removed and properly disposed of by SPFL, and SPFL shall restore the Leased Property to a cleared, graded condition or to a condition satisfactory to NASA-KSC within a reasonable time. Should SPFL fail or neglect to remove said property and restore the Leased Property within a reasonable time, then at the option of NASA-KSC, the buildings, fixtures, equipment, and any other improvements made by SPFL on the Leased Property shall either become the property of the United States without compensation to SPFL therefore, or NASA-KSC may cause the buildings, fixtures, equipment, and other improvements made by SPFL to be removed at the expense of SPFL, and SPFL shall have no claim for damages against the United States, its officers, or agents on account of such removal and restoration work. SPFL shall pay the United States within thirty (30) days after receiving a copy of any written invoices any reasonable sum which may be expended by NASA-KSC in accomplishing the restoration of the Leased Property pursuant to this section of this Lease. This Article 11 of this Lease shall survive the termination of this Lease with respect to any restoration related costs.

11.2 NASA Exploration Park Improvements. The permanent improvements to NASA's real property defined as the NASA Exploration Park Improvements for which title has been transferred to NASA pursuant to this Lease shall not be removed or damaged during the restoration activities required by this Article. SPFL shall be responsible for coordinating the planning and implementation of restoration activities to protect NASA's property up to points of interconnection with individual site structures and facilities.

ARTICLE 12 ASSIGNMENT AND SUBLEASE

12.1 Assignment. SPFL shall not, directly or indirectly, without the prior written consent of NASA-KSC, assign this Lease or any interest herein. SPFL shall not, directly or indirectly, without the prior written consent of NASA-KSC, pledge, mortgage, or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of SPFL involuntarily or by operation of law without the prior written consent of NASA-KSC. SPFL agrees that the instrument by which any assignment through which NASA-KSC's consent is accomplished shall expressly provide that the assignee will perform all of the covenants to be performed by SPFL under this Lease as and when performance is due after the effective date of the assignment and that NASA-KSC will have the right to enforce such covenants directly against such assignee. Any purported assignment without an instrument containing the foregoing provisions shall be void. Except as otherwise provided herein, if SPFL wishes to assign this Lease, SPFL shall give written notice to NASA-KSC identifying the intended assignee by name and address and specifying all of the terms of the intended assignment. SPFL shall give NASA-KSC such additional information concerning the intended assignee including complete financial statements and a business history and/or the intended

assignment (including true copies thereof) as NASA-KSC requests. Except as otherwise provided herein, for a period of thirty (30) days after such written notice is given by SPFL, NASA-KSC shall have the right, by giving written notice to SPFL, to consent in writing to the intended assignment, unless NASA-KSC determines not to consent. If NASA-KSC consents in writing, SPFL may complete the intended assignment subject to the following covenants: (a) the assignment shall be on the same terms as set forth in the written notice given by SPFL to NASA-KSC, and (b) no assignment shall be valid and no assignee shall take possession of the Leased Property or any part thereof until an executed duplicate original of such assignment has been delivered to NASA-KSC.

12.2 Sublease of the Leased Property and Improvements Thereon. The Parties agree that SPFL, either independently or in partnership with its Master Developer, shall have the right, subject to the terms and conditions of this Lease and its covenants regarding the development and operation of Exploration Park, to sublease developed sites or floor space within constructed buildings and facilities to tenants and end users to meet the purposes of this Lease. Except as otherwise provided herein, all subleases upon the Leased Property shall be (i) subject to the prior consent of NASA-KSC, (ii) included in the calculation of cash consideration due to NASA-KSC pursuant to this Lease, and (iii) otherwise conditioned as follows:

(a) SPFL must obtain NASA-KSC's prior written consent of the proposed Use and Tenant before executing any sublease, and all subleases must contain a provision specifying the permitted use or uses pursuant to NASA-KSC's consent.

(b) SPFL shall develop and provide to NASA-KSC for its review and approval a standard sublease document, or variations as may be required for different types of premises (e.g., development sites, office space, processing facilities), incorporating all applicable flow-down provisions of this Lease, prohibiting the tenant from subleasing without the written consent of both SPFL and NASA-KSC, providing for the payment to SPFL of fees as required to reimburse NASA-KSC for institutional and emergency services, and a provision for assignment of the sublease to NASA-KSC in the event of default by SPFL.

(c) Provided SPFL uses the approved standard sublease, SPFL will not be required to obtain NASA-KSC's prior written consent to execute the sublease, provided written consent of the proposed Use and Tenant has been received as required above, and a copy of the executed sublease is furnished to NASA-KSC for its records.

(d) NASA-KSC's prior review and written consent shall be required for any sublease upon the Leased Property that does not conform to the standard sublease.

12.3 SPFL Not Released. Except as otherwise provided herein, no assignment or sublease shall release SPFL from SPFL's obligations and liabilities under this Lease or alter the primary liability of SPFL to pay all rent and to perform all obligations to be paid and performed by SPFL. No assignment or sublease shall amend or modify this Lease in any respect, and every assignment and sublease shall be subject and subordinate to this Lease. The acceptance of rent by NASA-KSC from any other person or entity shall not be deemed to be a waiver by NASA-KSC of any provision of this Lease. Consent to one assignment or sublease shall not be deemed

consent to any subsequent assignment or sublease. SPFL shall pay to NASA-KSC all direct costs and shall reimburse NASA-KSC for all expenses incurred by NASA-KSC in connection with any assignment or sublease requested by SPFL. Except as otherwise provided herein, if any assignee, sublessee, or successor of SPFL defaults in the performance of any obligation to be performed by SPFL under this Lease, NASA-KSC may proceed directly against SPFL without the necessity of exhausting remedies against such assignee, sublessee, or successor.

12.4 Assignment of Contracts and Subleases to NASA-KSC. SPFL shall include in all contracts and subleases arising from the activities permitted under this lease a clause providing for assignment of the contract or sublease to NASA-KSC in the event of SPFL's termination or dissolution.

12.5 Mortgage. "Mortgage", as the term is used in this Lease, shall mean and include any mortgage, deed of trust, and/or assignment of leases encumbering SPFL's leasehold estate under this Lease made as security for indebtedness of SPFL. Under no circumstances shall any Mortgage encumber NASA-KSC's fee interest or reversionary interest in either the Leased Property or the NASA Exploration Park Improvements made thereon. The terms of any such Mortgage shall expressly state that neither the fee interest in the Leased Property or the NASA Exploration Park Improvements are encumbered thereby or otherwise secure any indebtedness of SPFL.

12.6 SPFL's Right to Mortgage. Subject to the foregoing provisions of this Article 12, SPFL shall have and is hereby given the right to mortgage (including any renewal, modification, extension or refinancing) the leasehold estate, and only the leasehold estate, created under this Lease and SPFL's interest in the facilities, and assign the rents from any subleases; provided, however, no such mortgage or assignment shall release or discharge SPFL from any of its duties and obligations hereunder.

ARTICLE 13 EVENTS OF DEFAULT AND REMEDIES

13.1 Default by SPFL. The occurrence of any one or more of the following events ("**Event of Default**") shall constitute a breach of this Lease by SPFL:

(a) SPFL fails to provide the consideration required under this Lease, or other amount of money or charge payable by SPFL, and such failure continues for more than sixty (60) days after written notice from NASA-KSC that such consideration becomes due or payable; or

(b) SPFL fails to perform or breaches any other agreement or covenant of this Lease to be performed or observed by SPFL as and when performance or observance is due, and such failure or breach continues for more than thirty (30) days after NASA-KSC gives written notice thereof to SPFL; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as SPFL, in strict accordance with a recovery plan approved in writing by NASA, commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes

with diligence and dispatch and completes the curing of such failure or breach within the time specified in the approved recovery plan; or

(c) SPFL abandons the Property.

13.2 Termination. If an Event of Default occurs, NASA-KSC shall have the right at any time to give a written termination notice to SPFL, and on the date specified in such notice, SPFL's right to possession shall terminate and this Lease shall terminate. Upon such termination, NASA-KSC shall have the full and immediate right to possession of the Leased Property and NASA-KSC shall have the right to recover from SPFL all amounts of money or charges otherwise due under this Lease, including but not limited to, amounts due for restoration of the Leased Property. Termination under this Article shall create no liability on the part of NASA-KSC for SPFL's capital costs of construction, maintenance, operation, upgrade, or removal of facilities, and such costs shall not be recoverable from NASA-KSC.

13.3 Continuation. If an Event of Default occurs, this Lease shall continue in effect for so long as NASA-KSC does not terminate SPFL's right to possession, and NASA-KSC shall have the right to enforce all its rights and remedies under this Lease, including the right to recover the consideration due under this Lease. Acts of maintenance or preservation or efforts to relet the Leased Property or the appointment of a receiver upon initiative of NASA-KSC to protect NASA-KSC's interest under this Lease shall not constitute a termination of SPFL's right to possession unless written notice of termination is given by NASA-KSC to SPFL.

13.4 Remedies Cumulative. Subject to Section 17.5, upon the occurrence of an Event of Default, NASA-KSC shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to NASA-KSC at law or in equity by statute or otherwise. Exercise by NASA-KSC of any remedy shall not be deemed to be an acceptance of surrender of the Leased Property by SPFL, either by agreement or by operation of law.

13.5 SPFL's Primary Duty. All agreements and covenants to be performed or observed by SPFL under this Lease shall be at SPFL's sole cost and expense and without any abatement of rent. If SPFL fails to pay any sum of money to be paid by SPFL or to perform any other act to be performed by SPFL under this Lease, NASA-KSC shall have the right, but shall not be obligated, and without waiving or releasing SPFL from any obligations of SPFL, to make any such payment or to perform any such other act on behalf of SPFL in accordance with this Lease. All sums so paid by NASA-KSC and all costs incurred or paid by NASA-KSC shall be deemed additional rent hereunder, and SPFL shall pay the same to NASA-KSC within thirty (30) days after receipt of written invoices, together with interest on all such sums and costs from the date of expenditure by NASA-KSC to the date of repayment by SPFL at the rate of ten (10) percent per annum.

13.6 Abandoned Property. If SPFL abandons the Leased Property, or is dispossessed by process of law or otherwise, all alterations, additions, fixtures, and improvements made by SPFL and left in the Leased Property, and all buildings, fixtures, equipment, and other improvements belonging to SPFL and left at the Leased Property, shall be deemed to be

abandoned. NASA-KSC may retain the same, or at the option of NASA-KSC, sell or otherwise dispose of the same in any commercially reasonable manner.

13.7 Default by NASA-KSC. If NASA-KSC defaults under this Lease, SPFL shall give written notice to NASA-KSC specifying such default with particularity, and NASA-KSC shall have sixty (60) days after receipt of such notice within which to cure such default. In the event of any default by NASA-KSC, SPFL's exclusive remedy shall be an action for damages against NASA-KSC as an agency of the United States.

ARTICLE 14 NOTICES AND PRINCIPAL POINTS OF CONTACT

14.1 Method. Except as otherwise specifically provided in this Lease, all requests, approvals, consents, notices, and other communications under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid and certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery, courier, or air express service), or sent via facsimile or electronic mail, and addressed to the applicable party as specified in this Lease below (or such other personnel or place as a party may from time to time designate in a written notice to the other party). Such requests, approvals, consents, notices, and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if delivered by United States mail; of hand delivery if hand delivered; or of transmission as evidenced by a machine-generated receipt or proof of transmission if sent via facsimile or electronic mail. If any such request, approval, consent, notice, or other communication is not received or cannot be delivered due to a change in the address of the receiving party, of which notice was not previously given to the sending party, or due to a refusal to accept by the receiving party, such request, approval, consent, notice, or other communication shall be effective on the date delivery is attempted. Any request, approval, consent, notice, or other communication under this Lease may be given on behalf of a party by the attorney for such party.

NASA-KSC:
James E. Ball
Center Planning and Development Office
John F. Kennedy Space Center, NASA
Mail Code: TA-A3
Kennedy Space Center, FL 32899
321-867-2998 (voice)
321-861-9191 (fax)
E-mail: <James.E.Ball@nasa.gov>

SPFL:
Allison Odyssey
Engineering and Safety Manager
Mail Code: SPFL
Kennedy Space Center, FL 32899
321-730-5301 (voice)
321-730-5307 (fax)
E-mail: <aodyssey@spaceflorida.gov>

14.2 Close Calls and Mishaps.

(a) For purposes of this Lease, the following terms shall have the following meanings: (i) **"Close Call"** shall mean an occurrence or a condition of employee concern in which there is no injury, or only minor injury requiring first aid, or damage to property or equipment of less than one thousand dollars ($1000), but which possesses a potential to cause a Mishap (as defined below); and (ii) **"Mishap"** shall mean an unplanned event on or about the Leased Property and arising from the acts or omissions of SPFL or its employees, agents, contractors, or invitees that results in at least one of the following: (1) injury to any person; (2) damage to public or private property (including foreign property); (3) occupational injury or occupational illness to any person; or (4) failure of a NASA mission. SPFL shall report all Close Calls or Mishaps to NASA-KSC by telephoning the NASA-KSC Safety and Mission Assurance Directorate at 321-867-7233. If emergency response is required due to an injury, fire, release of hazardous materials or serious damage, call 911 (321-867-7911 from a cell phone).

(b) In addition, if a Mishap involves the death of an individual, or the hospitalization for inpatient care of three or more individuals, then as soon as possible after the Mishap but in no event more than eight hours after SPFL has knowledge of any such Mishap, SPFL shall notify both the OSHA by telephoning the area office nearest the site of the Mishap or OSHA's toll-free number, 800–321–6742, and the NASA-KSC Safety and Mission Assurance Directorate at 321-867-7911 (321-867-SAFE).

(c) NASA-KSC reserves the right, to be exercised in its sole discretion, to investigate any Mishap in accordance with NASA-KSC's policies and procedures. SPFL shall cooperate in any such investigation. If SPFL conducts an independent Mishap investigation, SPFL shall provide KSC with a copy of the final Mishap report.

ARTICLE 15 TRADE NAME AND TRADEMARK RIGHTS

15.1 Official Designation. "Exploration Park at Kennedy Space Center" and "Exploration Park" are the official designations of the Exploration Park project and site. SPFL acknowledges that these official designations are trade names, trademarks, and service marks of NASA's that NASA has registered pursuant to the laws and regulations of the United States and which are protected, at least as common law trade names, trademarks, and service marks, under the laws and regulations of the state of Florida.

15.2 Authorization to Use and Sublicense. SPFL is authorized to use the official designation of Exploration Park for marketing communications, site signage, public information, and other general identification purposes required in the performance of its responsibilities. No other NASA symbols, identifiers, logos, or insignias are to be used without the prior written approval by NASA. No other corporate or other identifiers, logos, or insignias are to be incorporated into signage or other communications products without NASA's prior written

approval. SPFL may sublicense the NASA Marks (as defined below) only with the prior written concurrence of NASA-KSC.

15.3 Trademarks. The mark depicted below is claimed by NASA as a trade name, trademark, and service mark, with registration of the same (together with "Exploration Park") having been duly issued as service mark registrations by the United States Patent and Trademark Office. All of NASA's trademark rights, including, but not limited to, the "Exploration Park" and "Exploration Park at Kennedy Space Center" registrations shall be referred to in this Agreement as the "NASA Marks", The term "Territory", as used in this Agreement, shall refer to the physical location and vicinity of Exploration Park and other areas where SPFL intends to engage in marketing activities to attract customers.

National Aeronautics and Space Administration

EXPLORATION PARK at Kennedy Space Center

SPFL agrees to submit for NASA's prior written approval all promotional and advertising material that uses the NASA name, initials, insignia, seal or logotype prior to publication. Approval by NASA-KSC shall be based on applicable law (e.g. 42 U.S.C. §§2459b, 2472(a), and 2473(c)(1)); 14 CFR §1221.100 *et seq.*, and NASA and federal policy governing the use of the words "National Aeronautics and Space Administration," the letters "N A S A," and the NASA insignia, seal, and logotype.

15.4 Grant. During the term of this Agreement SPFL is granted the right to use the NASA Marks under the common law and under the auspices and privileges provided by the registrations covering the same, and SPFL hereby undertakes to use the NASA Marks in the Territory solely in connection with the rendition of the property development and property management services carried out pursuant to this Lease, such authorized services being hereinafter referred to as the "Services".

15.5 Quality of Services. SPFL shall use the NASA Marks only in connection with the Services rendered by or for the SPFL in accordance with the guidance and directions furnished to SPFL by NASA. The quality of the Services shall be as specified by NASA and be satisfactory to it. NASA shall be the sole judge of whether or not SPFL has met or is meeting the standards of quality so established.

15.6 Inspection. SPFL will permit duly authorized representatives of NASA to inspect the premises of SPFL where the NASA Marks are being used at all reasonable times, for the purpose of ascertaining or determining compliance with the provisions of this Agreement.

15.7 Use of NASA Marks. SPFL shall provide NASA with samples of all literature, brochures, signs, advertising material, and the like, prepared by or on behalf of SPFL, and SPFL shall obtain the prior written approval of NASA with respect to all such brochures, signs, and advertising material bearing any NASA Mark prior to any use thereof. When using the NASA Marks under this Agreement, SPFL undertakes to comply substantially with all laws pertaining to trade names, trademarks, and service marks in force at any time in the Territory. This provision includes compliance with any marking requirements as well as requirements associated with NASA's ability to provide evidence of the use of the NASA Marks in order to maintain and renew any registrations thereof. SPFL acknowledges that NASA must maintain quality control of SPFL's use of the NASA Marks. Accordingly, it shall provide to NASA, upon NASA's request, additional contemporary samples of all literature, brochures, signs, advertising material, and the like, to permit NASA to judge SPFL's compliance with its obligations hereunder. Should NASA, in its sole judgment, deem that SPFL is not in compliance, it shall furnish written notice thereof, specifying the reasons, and SPFL shall timely and diligently correct all such deficiencies.

15.8 Ownership of the NASA Marks. SPFL acknowledges NASA's exclusive right, title, and interest in and to the NASA Marks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair such right, title, and interest. In connection with the use of the NASA Marks, SPFL shall not in any manner represent that it has any ownership interest in the NASA Marks or registrations thereof, and SPFL acknowledges that its use of any NASA Mark shall inure to the exclusive benefit of NASA. On termination of this Agreement in any manner, as provided herein, SPFL will cease and desist from all use of the NASA Marks in any way and will, upon NASA's written request, deliver up to NASA, all materials and papers upon which any NASA Mark appears. SPFL will not at any time adopt or use, without the NASA's prior written consent, any name, word, or mark which is likely to be similar to, or confusing with, any of the NASA Marks.

Wherever the prior consent or permission of NASA is required under this Article, such consent or permission shall not be deemed effective unless given in writing by a duly authorized official representative of NASA.

ARTICLE 16 EXCLUSIVITY

Nothing in this Agreement will be construed to prohibit NASA-KSC from entering into land use agreements with other entities for other designated sites on other NASA property or for the lease or utilization of existing NASA-owned facilities. If SPFL does not diligently exercise its development rights to any phase of Exploration Park as contemplated in this Lease, then NASA-KSC shall have the right to enter into any agreement on terms it deems advantageous for use or development of areas that have not been conveyed to SPFL.

ARTICLE 17 MISCELLANEOUS

17.1 General. The words "NASA-KSC" and "SPFL" as used herein shall include the plural as well as the singular. If there is more than one SPFL, the obligations hereunder imposed upon SPFL shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. This Lease shall benefit and bind NASA-KSC and SPFL and the permitted personal representatives, heirs, successors, and assigns of NASA-KSC and SPFL. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

17.2 No Waiver. The waiver by NASA-KSC or SPFL of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between NASA-KSC and SPFL in the administration of this Lease be construed to waive or to lessen the right of NASA-KSC or SPFL to insist upon the performance by NASA-KSC or SPFL in strict accordance with this Lease. The subsequent acceptance of rent hereunder by NASA-KSC or the payment of rent by SPFL shall not waive any preceding breach by SPFL of any covenant in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action.

17.3 Exhibits. The exhibits referred to in this Lease are hereby incorporated and made a part of this Lease.

17.4 Broker(s). SPFL warrants and represents to NASA-KSC that SPFL has negotiated this Lease directly with NASA-KSC and has not authorized or employed, or acted by implication to authorize or to employ, any other real estate broker to act for SPFL in connection with this Lease.

17.5 Damages. NASA-KSC and SPFL each hereby expressly, irrevocably, fully, and forever release, waive, and relinquishe any and all right to receive punitive, exemplary, and consequential damages from the other (or any past, present, or future member, trustee, director, officer, employee, agent, representative, or advisor of the other) in any claim, demand, action, suit, proceeding, or cause of action in which NASA-KSC and SPFL are parties, which in any way (directly or indirectly) arises out of, results from, or relates to, any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: this Lease; any past, present, or future act, omission, conduct, or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; or the enforcement of this Lease. NASA-KSC and SPFL reserve the right to recover actual damages, with interest, attorneys' fees, costs, and expenses as provided in this Lease, for any breach of this Lease.

17.6 Entire Agreement. There are no oral agreements between NASA-KSC and SPFL affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations,

arrangements, brochures, offers, agreements, and understandings, oral or written, if any, between NASA-KSC and SPFL or displayed by NASA-KSC to SPFL with respect to the subject matter of this Lease, the Leased Property. There are no commitments, representations, or assurances between NASA-KSC and SPFL or between any real estate broker and SPFL other than those expressly set forth in this Lease, and all reliance with respect to any commitments, representations, or assurances is solely upon commitments, representations, and assurances expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an agreement in writing signed by NASA-KSC and SPFL. Any modification changing the amount of, or due date for, consideration paid or received, or the commitment of land or other resources must be executed by the original signatories of the Lease or their successors. Changes to this Lease other than those listed above and which do not cause a material change to this Lease are considered administrative modifications to the Lease which may be executed by the Points of Contact designated in Section 14.1 or their successors.

17.7 Governing Law. NASA-KSC and SPFL agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity. United States Federal law governs this Lease for all purposes, including, but not limited to, determining the validity of this Lease, the meaning of its provisions, and the rights, obligations and remedies of the Parties. NASA-KSC and SPFL consent and agree that any legal proceeding involving this Lease, or the activities conducted under this Lease, which involves the United States, NASA-KSC, its Administrator, or any of its officials or employees, shall be brought in an Administrative Court or Federal Court of competent jurisdiction. SPFL shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

17.8 Taxes and Assessments. SPFL shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees, and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of NASA-KSC and SPFL (collectively "**Taxes**"), that are levied, assessed, charged, confirmed, or imposed by any public or government authority upon or against, or measured by, or reasonably attributable to, the Leased Property or any part thereof or any improvements constructed thereon. SPFL may contest the legal validity or amount of any Taxes for which it is responsible under this Lease, and may institute such proceedings as it considers necessary to recover or reduce its Taxes, provided that SPFL shall bear all expenses in pursuing such contest or proceeding. If a determination is made that local ad valorem taxes are assessable for improvements constructed upon the Leased Property, NASA-KSC will cooperate with SPFL to minimize any resulting duplication of services or fees.

17.9 Anti-Deficiency Act. NASA-KSC's ability to perform its obligations under this Lease is subject to the availability of appropriated funds. Nothing in this Lease commits the United States Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341).

17.10 Authority. NASA-KSC is the sole owner of the Leased Property and has the unrestricted right and authority to sign this Lease and to grant SPFL the rights granted in this Lease. There are no mortgages encumbering the Leased Property. NASA-KSC represents, to the best of its actual knowledge without having conducted any investigations, upon which representation SPFL has relied in the execution of this Lease, that the party named herein as NASA-KSC is the owner of the Leased Property in fee simple absolute, subject to all covenants, conditions, restrictions, and easements of record, and that it has full right, authority, and power to lease the Leased Property to SPFL for the term hereof.

17.11 Successors and Assigns. The terms and provisions of this Lease shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. NASA-KSC agrees to promptly notify SPFL upon the transfer of any interest in the Leased Property.

IN WITNESS WHEREOF, NASA-KSC and SPFL have executed this Lease as of the latter date set forth below:

NASA-KSC:
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
an agency of the United States of America

By: Robert D. Cabana
Robert D. Cabana
Director, John F. Kennedy Space Center

Date: 19 Dec 08

SPFL:
SPACE FLORIDA,
an independent special district and subdivision of the State of Florida

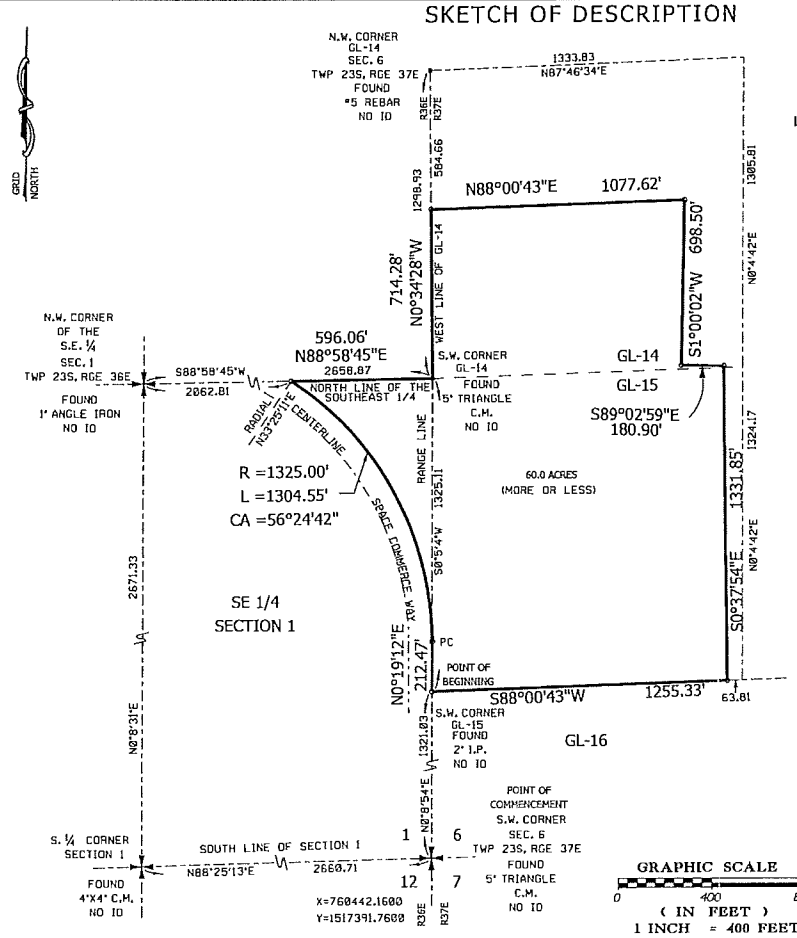
By Howard J. Haug
Howard Haug
Senior Vice President & CFO, Space Florida

Date: 12/19/08

EXHIBIT A

Legal Descriptions of Exploration Park Phase 1, Phase 1-a, and Phase 1-b

SKETCH OF DESCRIPTION



EXPLORATION PARK

PHASE 1

LAND DESCRIPTION

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965", THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET TO THE POINT OF BEGINNING; THENCE N00°19'12"E, FOR A DISTANCE OF 212.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1325.00 FEET; THENCE NORTHWESTERLY 1304.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°24'42" TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST; THENCE N88°58'45"E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 596.06 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 14, SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST; THENCE N00°34'28"W, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 14, FOR A DISTANCE OF 714.28 FEET; THENCE N88°00'43"E, FOR A DISTANCE OF 1077.62 FEET; THENCE S01°00'02"W, FOR A DISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.90 FEET; THENCE S00°37'54"E, FOR A DISTANCE OF 1331.85 FEET; THENCE S88°00'43"W, FOR A DISTANCE OF 1255.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.0 ACRES MORE OR LESS.

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E, THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

ISC

INSTITUTIONAL SERVICES CONTRACT
5300 BAY BUILDING
KENNEDY SPACE CENTER, FLORIDA 32813

SPECIFICATION

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

EXPORATION PARK
PHASE I

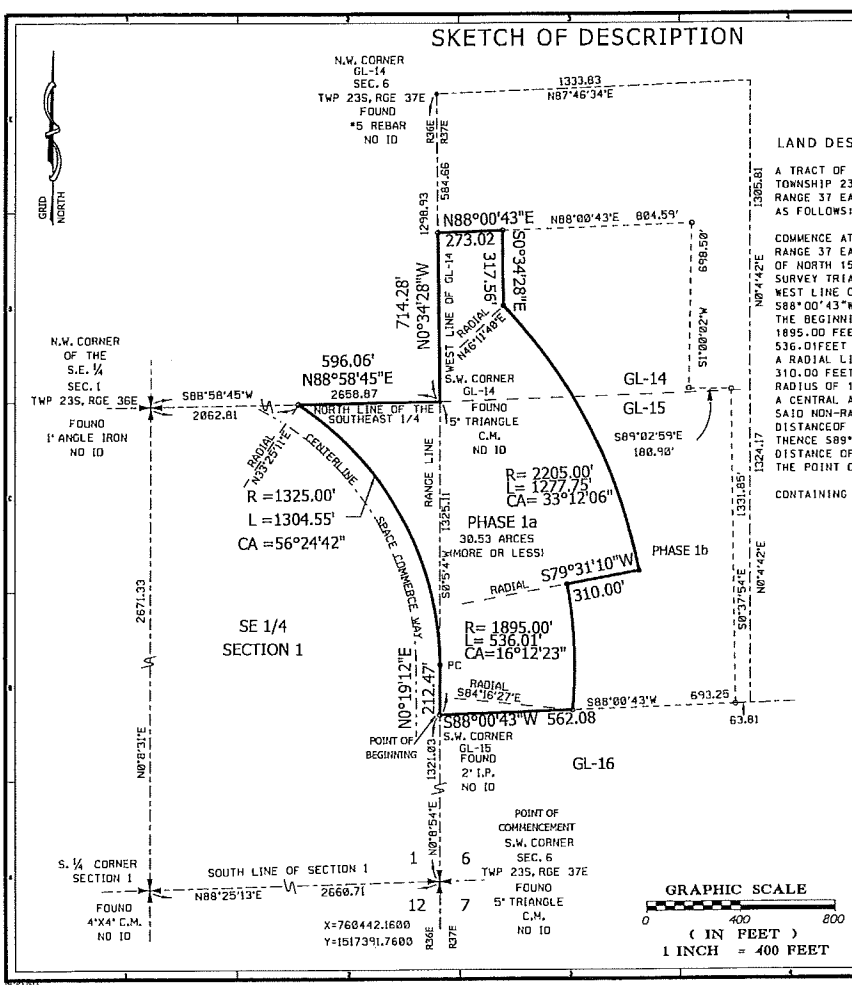
REVISIONS	

DATE NO.	10074724
CAD DWG NO.	98-0980
CAD FILE NO.	FC-98000.001

NAME	SIGNATURE	DATE
PROJECT ENGINEER		
CONTROL ENGINEER		
SUPERVISOR		
ENGINEER		

DESCRIPTION

SKETCH OF DESCRIPTION



EXPLORATION PARK

PHASE 1a

LAND DESCRIPTION PHASE 1a

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965". THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET; THENCE S88°00'43"W,FOR A DISTANCE OF 562.08 FEET THE POINT OF BEGINNING. ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1895.00 FEET AND TO WHICH A RADIAL LINE BEARS S84°16'27"E; THENCE NORTHERLY 536.01FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'23" TO A POINT ON A RADIAL LINE ; THENCE S79°31'10"W, ALONG SAID RADIAL LINE FOR A DISTANCE OF 310.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY 1277.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'06" TO A NON-RADIAL LINE; THENCE N0°34'28"W, ALONG SAID NON-RADIAL LINE FOR A DISTANCE OF 317.56 FEET; THENCE N88°00'43"E FOR A DISTANCEOF 804.59 FEET; THENCE S01°00'02"W, FOR ADISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.09 FEET; THENCE S0°37'54"E, FOR A DISTANCE OF 1331.85 FEET;THENCE S88°00'43"W, FOR A DISTANCE OF 693.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.53 ACRES MORE OR LESS.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E,THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ISC

INSTITUTIONAL SERVICES CONTRACT
6000 RAD BUILDING
KENNEDY SPACE CENTER, FLORIDA 32815

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

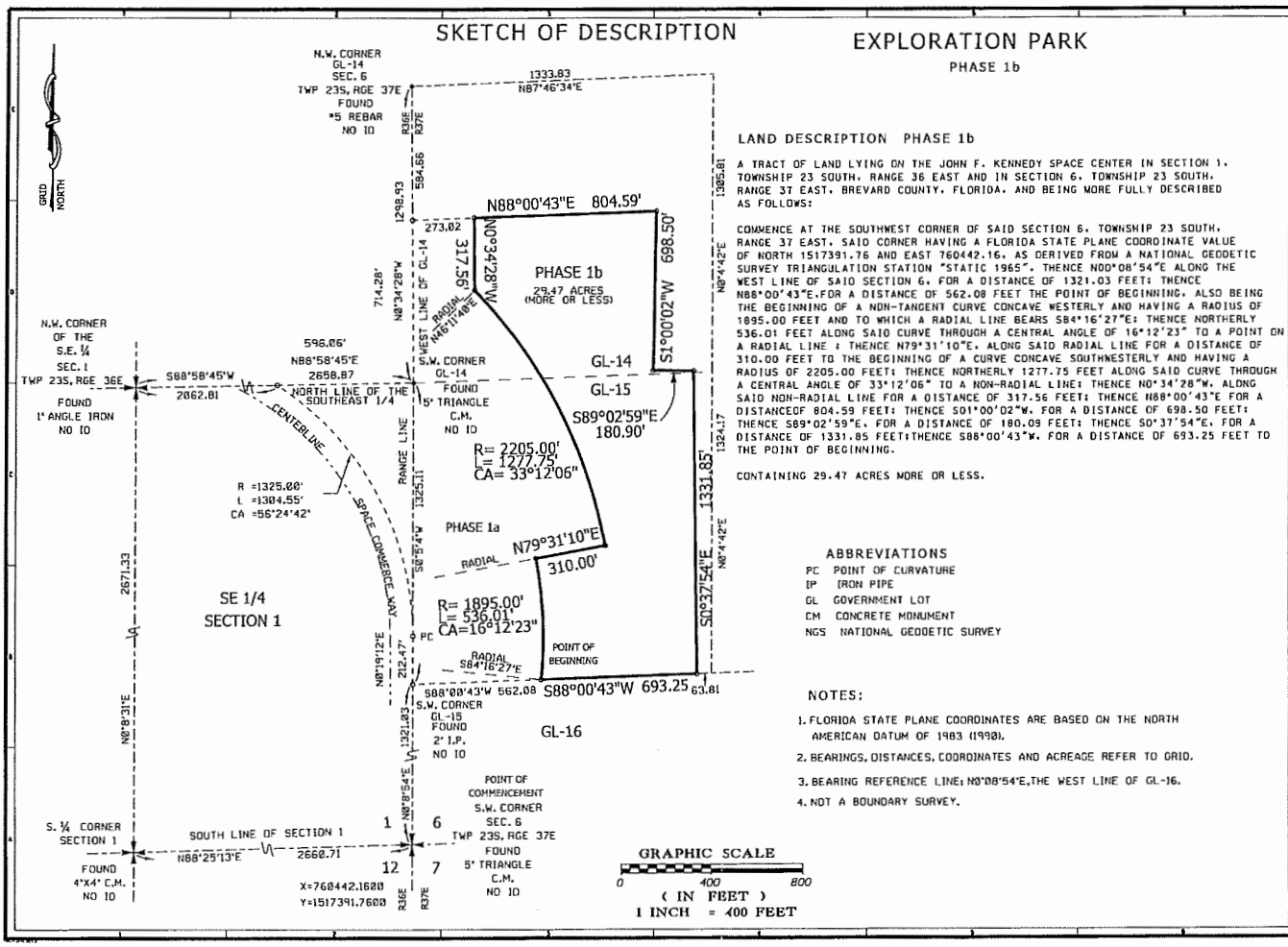
EXPLORATION PARK
PHASE 1a

DWN NO	1517472
CAD DWG NO	M4H2393
CAD FILE NO	FR150303.001

NAME	SIGNATURE	DATE
ENGINEER		
DRAFTER		
CHECKER		
SUPERVISOR		
INSPECTOR		

DESCRIPTION

SKETCH OF DESCRIPTION



EXPLORATION PARK

PHASE 1b

LAND DESCRIPTION PHASE 1b

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965". THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET; THENCE N88°00'43"E,FOR A DISTANCE OF 562.08 FEET THE POINT OF BEGINNING, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1895.00 FEET AND TO WHICH A RADIAL LINE BEARS S84°16'27"E; THENCE NORTHERLY 536.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'23" TO A POINT ON A RADIAL LINE ; THENCE N79°31'10"E, ALONG SAID RADIAL LINE FOR A DISTANCE OF 310.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2205.00 FEET; THENCE NORTHERLY 1277.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'06" TO A NON-RADIAL LINE; THENCE N0°34'28"W, ALONG SAID NON-RADIAL LINE FOR A DISTANCE OF 317.56 FEET; THENCE N88°00'43"E FOR A DISTANCEOF 804.59 FEET; THENCE S01°00'02"W, FOR A DISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.09 FEET; THENCE S0°37'54"E, FOR A DISTANCE OF 1331.85 FEET;THENCE S88°00'43"W, FOR A DISTANCE OF 693.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.47 ACRES MORE OR LESS.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E,THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ISC

INSTITUTIONAL SERVICES CONTRACT
ERED AND BUILDING
KENNEDY SPACE CENTER, FLORIDA 32815

SPECIFICATION

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, FLORIDA

EXPLORATION PARK
PHASE 1b

REVISIONS

ISCI NO.	1517391
CAD DWG NO.	990369
CAD FILE NO.	F0496000.001

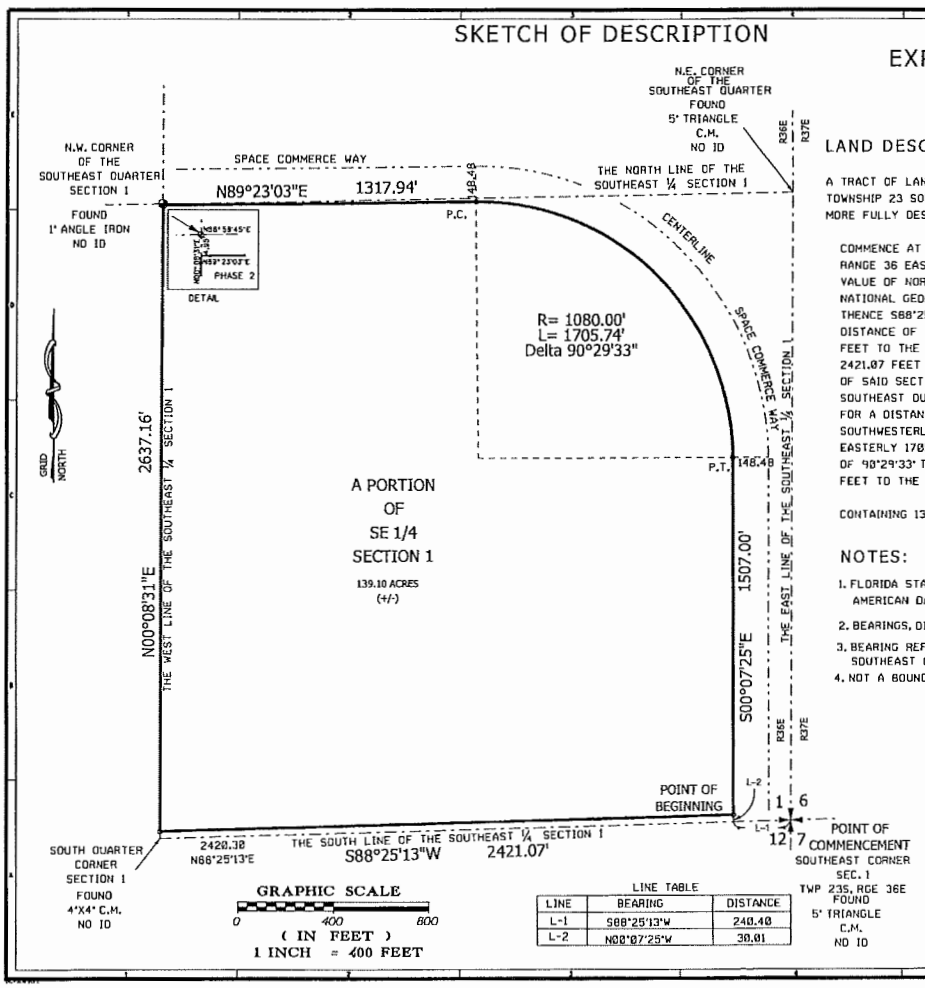
NAME	SIGNATURE	DATE
ENGINEER		
DRAFTER		
SURVEYOR		
SUPERVISOR		
MANAGER		

DESCRIPTION

EXHIBIT B

Legal Description of Exploration Park Phase 2

SKETCH OF DESCRIPTION



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S88°25'13"W	240.40
L-2	N00°07'25"W	30.01

EXPLORATION PARK

PHASE 2

LAND DESCRIPTION

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965", THENCE S88°25'13"W, ALONG THE SOUTH LINE OF SAID SECTION 1, FOR A DISTANCE OF 240.40 FEET; THENCE N00°07'25"W, FOR A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING; THENCE S88°25'13"W, FOR A DISTANCE OF 2421.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE N00°08'31"E, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 2637.16 FEET; THENCE N89°23'03"E, FOR A DISTANCE OF 1317.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1080.00 FEET; THENCE SOUTHEASTERLY 1705.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°29'33" TO A POINT; THENCE S00°07'25"E, FOR A DISTANCE OF 1507.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 139.10 ACRES MORE OR LESS.

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: S88°25'13"W, THE SOUTH OF THE SOUTHEAST QUARTER SECTION 1.
4. NOT A BOUNDARY SURVEY.

ABBREVIATIONS

PC POINT OF CURVATURE
PT POINT OF TANGENT
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

ISC

INSTITUTIONAL SERVICES CONTRACT
BIOMEDICAL BUILDING
KENNEDY SPACE CENTER FLORIDA 32899

HAZARDOUS MATERIALS
DATA REFLECTED ON THIS DRAWING INDICATES KNOWN HAZARDS TO THE PHYSICAL PROPERTIES TO SPECIFICALLY FOR ADDITIONAL INFORMATION AND REQUIREMENTS

	YES	NO
SUSPECTED LEAD		
SUSPECTED ASBESTOS		

IF THE CONTRACTOR ENCOUNTERS OR SUSPECTS ANY REGULATED HAZARDOUS MATERIALS THAT PREVENTS THEM FROM PERFORMING THE CONTRACT WORK, CONTRACTOR IS NOT TO DISTURB THE MATERIAL IN QUESTION AND NOTIFY THE CONTRACTING OFFICER IMMEDIATELY

SPECIFICATION
THE CONTRACTOR SHALL NOT DISPOSE OF ANY SUSPECTED HAZARDOUS MATERIALS WITHOUT WRITTEN APPROVAL FROM THE CONTRACTING OFFICER

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER, NASA
KENNEDY SPACE CENTER, FLORIDA

EXPORATION PARK
PHASE 2

REVISIONS		

COPYRIGHT 2006 ALL RIGHTS RESERVED. REPRODUCTION IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF ISC IS PROHIBITED.

JOB NO	3017172
CAD DWG NO	3017172SD
CAD FILE NO	FS-3023-001

NAME	SIGNATURE	DATE
DESIGNED		
ENGINEER		
DRAFTER		
CHECKER		
SUPERVISOR		
CHECKER		

DESCRIPTION

SHEET 1 OF 1

EXHIBIT C

Site Development Master Plan

OBrienAtkins

PIZZUTI SOLUTIONS

Concept Master Plan

15 September 2008

EXHIBIT D

Environmental Assessment of the Leased Property

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Notice (KSC-08-02)

National Environmental Policy Act; Finding of No Significant Impact; Exploration Park Phase 1, John F. Kennedy Space Center, Kennedy Space Center, Florida

AGENCY: National Aeronautics and Space Administration (NASA)

ACTION: Finding of No Significant Impact

SUMMARY: Pursuant to the National Environmental Policy Act of 1969, as amended (NEPA) (42 U.S.C. 4321, *et seq.*), the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 CFR Parts 1500-1508), and NASA policy and procedures (14 CFR Part 1216 subpart 1216.3), NASA has made a Finding of No Significant Impact (FONSI) with respect to the proposed Exploration Park Phase 1 on the John F. Kennedy Space Center, Florida. This Environmental Assessment (EA) addressed the potential impacts associated with the Proposed Action and one No Action alternative evaluated for Exploration Park Phase 1 on Kennedy Space Center (KSC). The Proposed Action alternative includes construction of several facilities on a 60-acre parcel of land adjacent to the existing Space Life Science Laboratory (SLSL) on KSC property. The SLSL was the first facility to be built as part of the Exploration Park on KSC. The Proposed Action, Phase 1, would enable the state of Florida (through statutory authority) to develop and manage an area of land within KSC, but outside the controlled access areas, and in close proximity to the infrastructure available at KSC. This will allow for a broadening of the user base at KSC to include academic, commercial, and other non-NASA entities the opportunity to develop and operate a mixed-use technology and commerce park. The Proposed Action would allow for the greatest support of new activities aimed at maintaining current space-related business opportunities within the region and

attracting new investment in aerospace technologies to the state of Florida. Under the No Action alternative NASA would not lease the Phase 1 parcel to Space Florida (SPFL), and SPFL would not enter into a partnership with a commercial entity to develop the proposed Exploration Park Phase 1. Subsequently, the education, research and development, space-related industry, and related space support facilities, roads, parking lots, and other associated infrastructure would not be built. Under the Proposed Action, mitigation would be required for loss of impacted habitats; these mitigation plans would be designed during the permitting process based on input and direction from the appropriate regulatory agencies.

DATE: This Proposed Action may proceed as of the date of signature of this FONSI.

ADDRESSES: Written comments or questions should be addressed to Mr. John Shaffer, Environmental Management Branch, Mail Code TA-B1C, John F. Kennedy Space Center, Kennedy Space Center, Florida 32899; telephone: 321-867-8448; fax: 321-867-4476; e-mail: <john.p.shaffer@nasa.gov>. The Final EA is available for public review at the Central Brevard Library and Reference Center and the Cocoa Beach, Melbourne, Merritt Island, Port St. John, and Titusville Public Libraries. A limited number of hard copies of the Final EA are available for persons wishing a copy by contacting Mr. Shaffer at the address, electronic mail address, telephone, or fax number indicated herein. The Final EA is also available online in Acrobat® format at <http://environmental.ksc.nasa.gov/projects/documents/ExplorationParkEA.pdf>.

SUPPLEMENTARY INFORMATION: NASA initiated a 30-day public review and comment period for the Draft EA for Exploration Park Phase 1 on the Kennedy Space Center, Florida, by publishing a notice in the *Florida Today* newspaper on October 30, 2008, and by providing copies to the Florida State Clearinghouse and local interested parties. The public review period

closed on November 30, 2008. Comments have been considered in the preparation of the Final EA. NASA has reviewed the Final EA and determined that it represents an accurate and adequate analysis of the scope and level of associated environmental impacts. The Final EA is incorporated by reference in this FONSI.

KSC encompasses nearly 56,000 hectares (ha) (140,000 acres) on the east coast of central Florida. Approximately 2,500 ha (6,000 acres) of KSC are actively used to support space mission operations, with the remaining lands being managed as wildlife habitat. Resources identified that could be impacted by the Proposed Action include air quality, wildlife, threatened and endangered species, geology and soils, noise, groundwater quality, traffic, and socioeconomics. Some impacts from construction under the Proposed Action alternative were classified as minimal to minor in the categories of transportation, waste water, utilities, stormwater, air quality, natural resources geology and soils, noise, surface and groundwater, socioeconomics, and land use; these effects would be localized and temporary. Mitigation requirements for the loss of impacted habitats would be planned during the permitting process. Impacts from operations under the Proposed Action would be none or minimal for all resources except socioeconomics, where effects would be considered major in respect to additional employment opportunities and business expansion.

Under the No Action alternative, socioeconomics would be the only resource potentially affected. These impacts would be major due to the anticipated loss of jobs at KSC, and the primary and secondary effects on the economy of the surrounding area.

Neither the Proposed Action nor the No Action alternative would be expected to produce any consequences related to Environmental Justice as all activities are located away from population

centers. The expanded uses would not be expected to affect the surrounding communities any differently than the current programs at KSC.

NASA received one letter citing concerns related to the exact acreage of wetlands in the Proposed Action boundary as well as potential contamination from an old agricultural storage shed associated with adjacent citrus groves. This letter was from the Brevard County Office of Natural Resource Management. NASA will have the exact acreage of wetlands on the project site delineated during the permitting phase of this project. Space Florida also intends to avoid wetland impacts in the design and construction of the project and the NASA Remediation Program is assessing the contamination issue associated with citrus groves.

On the basis of the Final EA, I have determined that the environmental impacts associated with the proposed action would not individually or cumulatively have a significant impact on the quality of the human environment.

RESPONSIBLE OFFICIAL:

Robert D. Cabana

Robert D. Cabana
Director
John F. Kennedy Space Center
Kennedy Space Center, Florida

19 Dec 08
Date

EXHIBIT E

Description and Projected Value of Nonmonetary Consideration

The table provides the description of identified required infrastructure improvements to NASA's real property, and the projected "in-kind" value to NASA as nonmonetary consideration based upon the Conceptual Site Development Master Plan (Exhibit C). The estimated costs include only the specific design, engineering, construction, and related permitting expenses for discrete systems and facilities which all together comprise the **NASA Exploration Park Improvements**.

Phase 1-a

CATEGORY	DESCRIPTION	ESTIMATED COSTS
Site fill	Fill transferred from nearby KSC borrow pit to meet minimum site elevation standards for otherwise developable acreage	$ 320,000
Transportation	Space Commerce Way intersection, interior road system, street lighting, entry and way-finding signage	625,000
Utilities	Potable water service connection and distribution; wastewater treatment connection and collection system; electric power feeder connection and distribution system; communications & IT connections and distribution system	1,320,000
Drainage	Storm-water retention system and on-site, off-site drainage	135,000
TOTAL Phase 1-a		**$ 2,400,000**

Phase 1-b

CATEGORY	DESCRIPTION	ESTIMATED COSTS
Site fill	Fill transferred from nearby KSC borrow pit to meet minimum site elevation standards for otherwise developable acreage	$ 250,000

Transportation	Space Commerce Way intersection improvements,interior road system, street lighting, way finding signage, connector road to SLS Lab	830,000
Utilities	Potable water service distribution, wastewater collection system, electric power distribution system, communications & IT distribution system	500,000
Drainage	Storm-water retention system and on-site, off-site drainage	120,000
TOTAL PHASE 1-b	**$**	**1,700,000**

EXHIBIT F

Reimbursable Space Act Agreement for KSC-furnished Services

FULLY REIMBURSABLE SPACE ACT AGREEMENT BETWEEN SPACE FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA AND NASA JOHN F. KENNEDY SPACE CENTER FOR COMMODITIES AND SERVICES FOR EXPLORATION PARK

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act, as amended (51 U.S.C. 20113(e)), this Agreement is entered into by the NASA John F. Kennedy Space Center, located at Kennedy Space Center, FL 32899 (hereinafter referred to as "NASA KSC," "KSC," or "NASA"), and Space Florida, an Independent Special District of the State of Florida, located at Building M6-0306, Room 9030, Kennedy Space Center, FL 32899 (hereinafter referred to as "SPFL" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

As background, the Parties entered into an Enhanced Use Lease (hereinafter "EUL") on December 19, 2008, (KCA-4222) for the purpose of developing and operating a mixed-use, multitenant technology and commerce park supporting both Government and commercial space initiatives. In addition, the Parties have also executed a Use Permit for the Space Life Sciences Laboratory (SLSL) (formerly known as the Space Experiment, Research and Processing Laboratory), on February 8, 2001 (KCA-1683). NASA KSC and Partner wish to ensure that the Exploration Park on KSC and the SLSL are provided with commodities, utilities, and related services to allow them both to operate successfully. The purpose of this Agreement is to establish the scope and costs for such commodities and the conditions under which they will be provided.

ARTICLE 3. RESPONSIBILITIES

A. SPFL will use reasonable efforts to:

1. Provide construction support to connect Exploration Park utility systems to KSC systems, including purchase of all appropriate equipment and materials. This includes the purchase and installation of meters for those commodities that are to be provided through existing NASA supply systems, including but not limited to electricity, potable water, and natural gas. Connections to these supply systems will be at designated demarcation points provided by NASA KSC.

2. Pay to NASA KSC appropriate charges for commodities and services as prescribed in Article 5.

3. Exercise discretion over whether to purchase electric power from Florida Power & Light (directly or through NASA KSC) or develop its own power generating capacity from renewable sources. In addition, NASA KSC and Partner agree to work in good faith to transition the communications and information technology (IT) distribution infrastructure. SPFL shall obtain communications and IT services from commercial providers, independent from NASA KSC service contracts, but may require use and service through NASA KSC's communications and IT distribution infrastructure. SPFL shall bear any costs required to extend existing communications and IT infrastructure to the SLSL and Exploration Park and shall reimburse NASA for costs associated with the use of its communications and IT network infrastructure in accordance with Exhibit A.

4. In addition to the above, SPFL has requested NASA to provide additional services to the SLSL and Exploration Park as identified, and at the prices listed, on Exhibit A. Subsequently and from time to time, SPFL may request NASA KSC to provide other specific services, if available, and pursuant to levels of service and price rates negotiated at such times by NASA KSC and SPFL. SPFL may request such additional services via official correspondence signed by a top level administrative official.

B. NASA KSC will use reasonable efforts to:

1. Provide the following utilities and institutional services to the SLSL and Exploration Park properties: protective services (including security, fire, and emergency medical support), electricity, potable water, waste water treatment, and other services as may be requested. The level of service for those services will be 24 hours a day, 7 days a week, 365 days a year. All pricing shall be contained in Exhibit A. Connections to these supply systems will be at designated demarcation points provided to SPFL by NASA KSC.

2. Not terminate any service with fewer than 180 days prior written notice to Partner.

3. Be the supplier of last resort for necessary services to the SLSL and Exploration Park that NASA is not otherwise required to supply and for which Partner cannot reasonably procure via other suppliers.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

Milestone	Schedule
Initial deposit of escrow funds to NASA in the total amount of $450,000.00, which is six times the estimated monthly cost of utilities and services to be provided by NASA pursuant to Exhibit A of this Agreement. This initial deposit will cover charges beginning October 1, 2011.	Within five (5) days of signature of the Agreement
Provide continued funding for services in advance of need. NASA will request deposit thirty (30) days in advance of the due date.	Quarterly, after initial deposit.

ARTICLE 5. FINANCIAL OBLIGATIONS

1. Partner agrees to reimburse NASA—according to the fee schedule in Exhibit A—for each service that Partner receives from NASA, for NASA to carry out its responsibilities under this full-cost, reimbursable Agreement. In addition, Partner agrees to pay the applicable percentage rate for general Center Management and Operations (CMO) costs. Partner agrees in no event will NASA transfer any U.S. Government funds to Partner under this Agreement. Payment must be made by Partner in advance of initiation of NASA's efforts. NASA shall provide utilities, security, and other services, as described in Exhibit A, beginning October 1, 2011. These rates shall be reevaluated as specified in Exhibit A, with revisions as necessary, using the same criteria that established initial rates. Any rate changes that KSC receives from its suppliers (City of Cocoa and Florida Power & Light) will be reflected in the rate charged to SPFL. Rates will also be subject to change based on changes in the KSC contracts for these services. Notwithstanding any provision in this Agreement to the contrary, all rates charged by NASA to Partner for utilities provided by third-party providers will be NASA's actual cost, plus an applicable administrative CMO charges/pass-through fee. Other charges for NASA-provided services shall be as shown in Exhibit A. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of this Agreement.

2. Payment shall be payable to the National Aeronautics and Space Administration through [choose one form of payment]: U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System, pay.gov at <https://www.nssc.nasa.gov/portal/site/customerservice/menuitem.bb29c518138071c056969daf4dd72749>, or check. A check should be payable to Kennedy Space Center and sent to:

   NASA Shared Services Center (NSSC)-FMD Accounts Receivable
   Attn: For the Accounts of Kennedy Space Center
   Bldg. 1111, C Road
   Stennis Space Center, MS 39529

3. NASA will not provide services or incur costs beyond the available funding amount. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible, and in any event not later than 180 days before NASA stops providing its services or stops incurring costs. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Agreement, and promptly thereafter, return any unspent funds to Partner.

4. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement, are subject to the availability of funds. And no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.1.

5. NASA shall provide Partner any reasonable data regarding utility usage and charges as may be requested from time to time.

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA personnel, test facilities and equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change (and in any event not less than 180 days' prior written notice of that change), so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA usage of the test facilities, equipment, and personnel shall have priority over the usage planned in this Agreement. Should a conflict arise, NASA, in its sole discretion, shall determine whether to exercise that priority. Likewise, should a conflict arise as between two commercial users, NASA, in its sole discretion, shall determine the priority as between the two users. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities and SPFL may obtain some, or all of the services and utilities specified in Article 3 from sources other than NASA KSC.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Partner hereby waives any claims against NASA, its employees, its related entities (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier), and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property, or the property of its related entities, arising from, or related to, activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

3. To the extent permitted by law, Partner's tort obligations arising from conduct of its obligations hereunder are subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and nothing herein shall act as a waiver of Partner's entitlement of sovereign immunity as a matter of statutory or common law.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

There are no data rights or patent and invention rights involved in this Agreement.

ARTICLE 10. USE OF NASA NAME AND EMBLEMS

1. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" clause, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Assistant Administrator for the Office of Communication or designee ("NASA Communications") for review and approval. Approval by NASA Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 CFR Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 12. DISCLAIMER OF WARRANTY

Services provided by NASA KSC under this Agreement are provided "as is" and are provided according to NASA KSC's usual and customary protocol. NASA KSC makes no express or implied warranty as to the provision of these services or that the services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such services provided under this Agreement.

ARTICLE 13. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 14. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a NASA facility or property, or to a NASA IT system or application, is contingent upon compliance with NASA security and safety policies and guidelines provided to Partner including, but not limited to, standards on badging, credentials, and facility and IT system/application access. NASA shall provide Partner with written updates of any changes in applicable laws, regulations, policies and guidelines prior to implementation. Notwithstanding anything herein to the contrary, the Partner shall have the same right of access as provided for in Section 4.5 of EUL for Exploration Park (KCA-4222)signed December 2008. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities; however, Partner may submit written requests to NASA for waivers of such provisions in cases where NASA regulations, policies, or guidelines conflict with commercially reasonable standards.

ARTICLE 15. TERM OF AGREEMENT

This Agreement becomes effective October 1, 2011 and shall remain in effect for 5 years. Either party may request a review of the charges at any time during the term to determine the accuracy of the charges, and rates contained in Exhibit A.

ARTICLE 16. RIGHT TO TERMINATE

1. NASA's commitment under this Agreement to provide services required by Partner may be terminated by NASA, in whole or in part, (a) upon a declaration of war by the Congress of the United States, or (b) upon a declaration of a national emergency by the President of the United States, or (c) upon Partner's failure to make payments as set forth in the "Financial Obligations" clause after NASA has given Partner not less than thirty (30) days' prior written notice of such failure,(d) upon Partner's failure to meet its obligations under the Agreement (other than as set forth in subparagraph (c) above) after NASA has given Partner not less than ninety (90) days' prior written notice of such termination, or (e) upon a NASA determination, in writing, that NASA is required to terminate such services for reasons beyond its control. For purposes of this article, reasons beyond NASA's control are reasons which make impractical or impossible NASA's or its contractors' or subcontractors' performance of this Agreement. Such reasons include, but are not limited to, acts of God or of the public enemy, acts of the U.S. Government other than NASA, in either its sovereign or contractual capacity (to include failure of Congress to appropriate sufficient funding), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

2. In the event of termination for reasons given above, NASA will seek to provide reasonable advance notice and will seek to mitigate the effect of such termination, if possible, and will enter into discussions with Partner for that purpose. For the use of property or services provided for on a fixed-price basis, the costs incurred by the United States, including termination costs, shall not exceed the fixed price of the services which would have been provided had termination not taken place. For use of property or services provided on a cost basis, Partner will be liable for all costs, consistent with law and NASA policy, which are incurred by the U.S. Government in the provision of property or services, including termination costs associated with the Agreement activities.

3. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by Partner, its contractors, subcontractors, or customers as a result of the termination by NASA pursuant to paragraph 1 of this section.

4. Partner shall have the right to terminate, in whole or in part (including for some or all of the services and utilities specified in Exhibit A), this Agreement with ninety (90) days prior written notice to NASA. In the event of such termination, Partner will be

obligated to reimburse NASA for all Government costs which have been incurred up to the effective date of Partner's notice of termination and are incurred as a result of such termination.

5. This article is not intended to limit or govern the right of NASA or Partner in accordance with law, to terminate its performance under this Agreement, in whole or in part, for Partner's or NASA's breach of a provision in this Agreement.

ARTICLE 17. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement (e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and "Financial Obligations"), shall survive such expiration or termination of this Agreement.

ARTICLE 18. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

Technical Points of Contact

NASA John F. Kennedy Space Center
Wayne Martin
Lead Engineer
Mail Code: TA-B4A
Kennedy Space Center, FL 32899
Phone: 321-861-3267
Fax: 321-867-7529
wayne.r.martin@nasa.gov

Space Florida
Mark Bontrager
VP Spaceport Operations
Mail Code: SPFL M6-306
Building M6-306
Room 9030
Kennedy Space Center, FL 32899
Phone: 321-730-5301 x235
Fax: 321-730-5307
mbontrager@spaceflorida.gov

Business/Administrative Points of Contact

NASA John F. Kennedy Space Center
Mario Busacca
Asst. Program Manger, Spaceport Development
Mail Code: AA-D
Kennedy Space Center, FL 32899
Phone: 321-867-8456
Fax: 321-867-1670
mario.busacca@nasa.gov

Space Florida
Desiree Mayfield
Manager, Contract Compliance
Mail Code: SPFL M6-306
Building M6-306
Room 9030
Kennedy Space Center, FL 32899
Phone: 321-730-5301 x237
Fax: 321-730-5307
dmayfield@spaceflorida.gov

ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the article entitled "Priority of Use," and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. §552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 20. MODIFICATIONS

Any modification to this Agreement shall be executed in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

ARTICLE 21. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

ARTICLE 22. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 23. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 24. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER

BY: Robert D Cabana

Robert D. Cabana
Director
Mail Code: AA
Kennedy Space Center, FL 32899

DATE: December 23, 2011

SPACE FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA

BY: Frank DiBello By [illegible]

Frank DiBello
President
SPFL M6-306
Room 9030
Kennedy Space Center, FL 32899

DATE: December 28, 2011

Exhibit A: Charges for Utilities and Services to the Space Life Sciences Lab (SLSL) and Exploration Park

Commodity/Service	Charges	Level of Service	Comments
Police/Fire/EMS	$0.35/sq ft + CMO	Police/Security services: Security patrols will occur once every eight hour shift. No security internal to facilities will be provided. Emergency security and law enforcement response will be provided 24/7 Fire: Emergency response will be provided 24/7 EMS: Emergency response will be provided 24/7	Based on built out square footage of the SLSL or buildings constructed in Exploration Park. Charges for the SLSL will commence on October 1, 2011 and charges for Exploration Park would begin upon construction ground-breaking for each building and be based on planned square footage. Rates will be reevaluated every three years and revised as necessary.
Potable Water	Commercial rate + CMO pass through fee/charge	Provided through KSC's existing distribution system. Pressures and quantities to meet fire flow requirements.	This commodity will be provided by NASA and billed to SPFL as a pass through charge. The charge would consist of a blended rate applied to actual gallons used + CMO pass through fee/charge. For reference, the blended rate effective January 1, 2011 will be: $2.61/kgal. The blended rate is adjusted as billing rates are changed by the commercial provider. Alternately, this commodity could be supplied directly from the outside commercial provider at prevailing rates.
Wastewater/Sewer	Commercial rate + CMO pass through fee/charge	Wastewater and sewer disposal to meet flow requirements.	This commodity will be provided by NASA and billed to SPFL as a pass through charge. KSC currently pays 60% of the total costs of the Air Force Treatment Plant. Charges would be based on percent of overall KSC potable water used times the 60% charge from the Air Force. Initial costs would be based on SLSL usage (4%). The percentage rate would be reassessed annually relevant to actual usage. For reference, based on 4% of FY10 actuals, the cost would be $8,227 + CMO pass through fee/charge. Alternately, this commodity could be supplied directly from the outside commercial provider (Brevard County) at prevailing rates.

Commodity/Service	Charges	Level of Service	Comments
Electricity	Commercial rate + CMO pass through fee/charge	Provided through the existing distribution system. NASA to provide all offsite maintenance and repair necessary to ensure consistent power and minimal outages to the Premises.	This commodity could be supplied directly from the outside commercial provider (FP&L) at prevailing rates. Alternately, this commodity could be provided by NASA and billed to SPFL as a pass through charge. The charge would consist of the Orsino substation rate applied to actual kilowatt hours used + CMO pass through fee/charge. For reference, the current Orsino rate is $0.071/kwhr. The Orsino rate is adjusted as billing rates are changed by the commercial provider.
Gas (Florida City Gas)	Commercial rate + CMO pass through fee/charge	Florida City Gas will maintain offside infrastructure to ensure consistent supply of natural gas to the Premises.	This commodity could be supplied directly from the outside commercial provider (Florida City Gas) at a rate negotiated by SPFL. The line to the park would be constructed by Florida City Gas. Alternately, this commodity could be provided by NASA and billed to SPFL as a pass through charge, as it is possible that KSC may negotiate a lower overall rate. The charge would consist of the KSC rate applied to actual dekatherms used + CMO pass through fee/charge. For reference, the current rate is $9.21/dekatherm, and this rate fluctuates monthly.
Solid Waste	Commercial rate + CMO pass through fee/charge	Solid Waste Services provided by NASA will be at the same level of service as that provided to other NASA and on center facilities.	This service could be obtained from an outside commercial provider subject to terms and rates negotiated by the developer. Alternately, this service could be provided by NASA and billed to SPFL as a pass through charge. For FY2011 through FY2013, the charge would consist of the rates referenced in Table 1 + 6% Admin Cost. Rates for FY2014 and beyond will be determined at a later date.

Commodity/Service	Charges	Level of Service	Comments
Copper, Fiber, or Data connection between facilities	Actual cost to establish new service. Recurring cost of $75/circuit each month + CMO	This service will be provided through KSC's existing cable and transmission distribution system to a defined demarcation point.	The expected steady state recurring items needed in FY12 is 13 items. This is comprised of 5 ESS circuits, 2 fire alarms, 2 KCCS circuits, and 4 miscellaneous circuits.
Cable Television	Recurring cost of $75 per month + CMO	This service will be provided to a defined demark point.	Space Florida shall be responsible for all costs beyond the demarcation point.
Construction and Inspection Services	$43,600 + CMO		This item is for those services required to support the construction activities within the KSC Security Perimeter. These include safety, environmental and power outage and other support as required by NASA KSC.

Table 1: Solid Waste Disposal Charges

Container Type	Quantity	Charge (FY2011)	Charge (FY2012)	Charge (FY2013)
2 CY Regulated Food Container	Ea	$151.63	$163.73	$176.86
4 CY Solid Waste Dumpster	Ea	$90.98	$98.26	$106.12
6 CY Solid Waste Dumpster	Ea	$121.31	$131.01	$141.49
8 CY Solid Waste Dumpster	Ea	$151.63	$163.76	$176.86
20 CY Rolloff Container	Ea	$227.45	$245.65	$265.30
30 CY Rolloff Container	Ea	$227.45	$245.65	$265.30
40 CY Rolloff Container	Ea	$227.45	$245.65	$265.30

EXHIBIT G

Environmental Permits Matrix

EXHIBIT G

Environmental Permits Matrix

Permit	Number	Date Issued	Date Expired	Point of Contact
St. Johns River Water Management District (SJRWMD) Environmental Resource Annual Monitoring Report (Form EN-55)	40-009-69567-2 2011, 2012, 2013 EN-55 Reports Completed	25 Jan 2011	24 Jan 2016	Janet White, Regulatory Information Management Specialist II, Division of Regulatory Information Management (SJRWMD)
U.S. Army Corps of Engineers (USACE) Permit Number	SAJ-2010-03170	14 Mar 2011	13 Mar 2016	Donald W. Kinard, Chief, Regulatory Division (USACE)
Florida Department of Environmental Protection (FDEP) Water Distribution System Extension	WD05-0127833-041 05-0127833-045 (Modification)	10 Feb 2011 24 Feb 2012	9 Feb 2016	Christianne C. Ferraro, P.E., Administrator, Water Resource Management (FDEP)
Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Transmission Individual Permit	CS05-0198281-020	30 Mar 2011	29 Mar 2016	Dennise Judy, Program Manager, Domestic Waste Permitting (FDEP)

NASA JOHN F. KENNEDY SPACE CENTER

FIRST AMENDMENT TO ENHANCED USE LEASE

THIS FIRST AMENDMENT TO ENHANCED USE LEASE (the "**Amendment**") is made and entered into by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA), an agency of the United States, John F. Kennedy Space Center (KSC), KSC, Florida, as the lessor (hereinafter, "**NASA KSC**") and SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at KSC, Florida, as the lessee (hereinafter, "**SPFL**").

RECITALS

A. NASA KSC and SPFL entered into that certain Enhanced Use Lease (the "**Lease**") dated December 19, 2008, for the development of portions of the real property known as Exploration Park at KSC more particularly described in the Lease (the "**Leased Property**").

B. NASA KSC and SPFL have determined that it is in the best interest of the parties to extend the term with respect to Nonmonetary Consideration in order to best leverage the State of Florida investment into the infrastructure improvements to NASA KSC real property in conjunction with the development of Exploration Park.

C. In order to clarify the relationship between NASA KSC and parties that enter into agreements, including without limitation, subleases, with SPFL, pursuant to and in accordance with the Lease, NASA KSC and SPFL have agreed to amend the Lease as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, NASA KSC and SPFL hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference. Capitalized terms used herein that are not otherwise defined shall have the same meaning ascribed to them in the Lease.

2. Section 3.2 of the Lease is hereby amended to extend the period of nonmonetary consideration in the form of permanent infrastructure improvements from thirty-six (36) months to forty-four (44) months. No other changes to Section 3.2 are made through this Amendment.

3. In order to accomplish the objectives set forth in the Lease, NASA KSC acknowledges that SPFL will enter into agreements with third parties, including without limitation, subleases with developers for the development of portions of the Leased Property. NASA KSC also acknowledges that such developer subleases may be mortgaged in connection with the financing of improvements to the Leased Property, and that such developer subleases may be sub-subleased to tenants that will occupy space within such improvements on the Leased Property.

NASA KSC understands that certain third parties will require recognition and nondisturbance assurances from NASA KSC in the event that the Lease, or any sublease of the Lease, is terminated. In recognition of the foregoing, NASA KSC agrees: (i) with respect to any third party that enters into a NASA KSC approved agreement with SPFL pursuant to the Lease, upon written request of such third party, NASA KSC will enter into a subordination and nondisturbance agreement in a form substantially similar to the document attached hereto and incorporated herein as Exhibit A (the "Sublease SNDA"); (ii) with respect to any leasehold mortgage or other security instrument that is a lien upon a NASA KSC approved agreement between a third party and SPFL pursuant to the Lease, upon written request from such leasehold mortgagee, NASA KSC will enter into a subordination and nondisturbance agreement in a form substantially similar to the document attached hereto and incorporated herein as Exhibit B (the "Mortgage SNDA"); and (iii) with respect to the sub-sublessee under any NASA KSC approved sub-sublease between a third party and a sub-sublessor who has entered into a NASA KSC approved sublease with SPFL pursuant to the Lease, upon written request of such sub-sublessee, NASA KSC will enter into a subordination and nondisturbance agreement in a form substantially similar to the document attached hereto and incorporated herein as Exhibit C (the "Sub-Sublease SNDA"). The foregoing agreements may be referred to hereinafter singularly as an "SNDA Agreement" and collectively as the "SNDA Agreements." Each SNDA Agreement shall include statements from NASA KSC and SPFL regarding the status of the Lease and the performance of all obligations thereunder by both parties. SPFL shall join in, and consent to, each of the foregoing SNDA Agreements. Executed SNDA Agreements may be recorded in the Public Records of Brevard County, Florida, at the expense of the requesting party.

4. NASA and SPFL shall return a signed SNDA Agreement within thirty (30) days following receipt by NASA KSC and SPFL of a written request therefore, which is delivered in accordance with this Amendment. All written SNDA requests shall be sent to NASA KSC and SPFL at the following address or such other address as may be specified from time to time in writing by the receiving party:

NASA KSC:
EUL Manager
Mail Code: AA-D
Kennedy Space Center, FL 32899

SPFL:
Space Florida
Attn: Contracts Manager
P.O. Box 656
Cape Canaveral, FL 32920-0656

CC:
Gray Robinson, P.A.
Attn: Guy Haggard
301 East Pine Street, Suite 1400
Orlando, FL 32801

5. NASA and SPFL agree to execute a memorandum of lease, in the form that is attached hereto and incorporated herein as Exhibit D, in a form acceptable for recording in the public records of Brevard County, Florida. SPFL shall record the memorandum of lease within thirty (30) days of execution by the parties.

6. In order to avoid any inconsistencies between the terms of the Lease and the terms of any NASA KSC-approved agreement between SPFL with any third party, NASA KSC and SPFL hereby agree to amend Article 13 of the Lease to provide that no SPFL "Event of Default" shall occur with respect to any SPFL obligation under the Lease that is assumed by a third party under a NASA KSC-approved agreement until the notice and cure periods under such NASA KSC-approved agreement have expired.

7. Section 10.6 of the Lease is hereby amended to require that, when Miller Act bonds will not be used, payment and performance bonds will be submitted in the form and following the procedures of Florida Statute 255.05, instead of FAR 52.228-15 and FAR Part 28, and that further, any sureties issuing such FS 255.05 bonds must be named on the U.S. Department of the Treasury's approved surety list. NASA KSC reserves the right to request information from SPFL about any bond at any time to ensure compliance with the appropriate regulations.

8. Section 14 of the Lease is hereby amended to update the Principal Points of Contact for both parties as follows:

For NASA KSC
Business Contact

EUL Manager
Center Planning and Development Office
Mail Code: AA-D
Kennedy Space Center, FL 32899
321-867-8456 (voice)
321-867-1670 (fax)
E-mail: Mario.Busacca-1@nasa.gov

Administrative Contact:

Real Property Accountable Officer
Center Operations Directorate
Mail Code: TAB4C
Kennedy Space Center, FL 32899
321-867-8047
E-mail: Sheryl.L.Chaffee@nasa.gov

For SPFL
Contractual Contact:

Desiree Mayfield
Manager, Contract Compliance
Mail Code: SPFL
Kennedy Space Center, FL 32899
321-730-5301 (voice)
321-730-5307 (fax)
E-mail: dmayfield@spaceflorida.gov

Technical Contact:

Allison Odyssey
Engineering and Safety Manager
Mail Code: SPFL
Kennedy Space Center, FL 32899
321-730-5301 (voice)
321-730-5307 (fax)
E-mail: aodyssey@spaceflorida.gov

9. This Amendment may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument (facsimile transmission of signature pages shall be acceptable).

10. Except to the extent specifically and explicitly modified in this Amendment, all terms, conditions, and provisions of the Lease are unchanged. In the event of any inconsistency or conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES LOCATED ON THE FOLLOWING PAGES

NASA KSC and SPFL have signed this Amendment at the place and on the dates specified adjacent to their signature below.

NASA KSC:
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

Witness Name: Mario Busacca

Witness Name: Megan Grandi

By: Robert D. Cabana
Robert D. Cabana
Director, John F. Kennedy Space Center

Date: 16 MAY 12

SPFL:
SPACE FLORIDA, an independent special district and subdivision of the State of Florida

Witness Name: Desiree Mayfield

Witness Name: Paul Y. Bailey

By: Adam J. Hang
Name: Adam J. Hang
Its: EVP & TREASURER
Date: MAY 18, 2012

EXHIBIT A
SUBLEASE SNDA

This document was prepared by and should be returned to:

_____, Esq.

_____

_____

_____Space above line for Recording _____

SUBORDINATION, NONDISTURBANCE, ATTORNMENT, AND ESTOPPEL AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE, ATTORNMENT, AND ESTOPPEL AGREEMENT (the "**SNDA**") is entered into by and among the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida (hereinafter, "**NASA KSC**"); SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida (hereinafter, "**SPFL**"); and _____ (hereinafter, "**Beneficiary**") as follows:

RECITALS:

A. NASA KSC and SPFL entered into that certain Enhanced Use Lease dated December 19, 2008, as amended by that certain First Amendment to Enhanced Use Lease dated _____, 20__ (collectively, the "**Lease**") for the development of portions of the real property known as Exploration Park at Kennedy Space Center more particularly described in the Lease (the "**Leased Property**").

B. Beneficiary and SPFL entered into that certain _____, dated _____ (the "**Agreement**").

C. The Agreement is subject to the Lease, and its continuing validity and effect is based upon the continuing existence of the Lease.

D. NASA KSC approved the Agreement in accordance with the terms of the Lease, and it derives a benefit under the Lease from the existence of the Agreement.

E. NASA KSC and SPFL acknowledge that Beneficiary would not have entered into the Agreement without this SNDA, and they have agreed to enter into this SNDA for the purpose of ensuring the continuing existence of the Agreement following a termination of the Lease, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and hereby are incorporated into and made a part hereof.

2. Beneficiary does hereby subordinate its rights under the Agreement to the terms and provisions of the Lease.

3. In the event that the Lease is terminated, provided that Beneficiary is not in default under the Agreement beyond any applicable notice and cure periods provided therein, NASA KSC agrees that it shall recognize Beneficiary's rights under the Agreement, and agrees that it shall not disturb or otherwise interfere with Beneficiary's exercise of such rights, and NASA KSC shall assume and carry out the duties of SPFL under the Agreement. All parties recognize and agree that a termination of the Lease shall not increase the nature or extent of NASA KSC's obligations under the Lease: beyond those which existed and were undertaken by NASA KSC as of December 19, 2008 (prior to any amendments to the Lease). Accordingly, anything to the contrary notwithstanding, NASA KSC's obligations under this SNDA with respect to the performance of obligations under the Lease shall be limited to performance of those obligations assumed by NASA KSC in the Lease as originally executed on December 19, 2008, and nothing in this SNDA or the Amendment executed [date] shall increase or expand the scope, nature, or extent of the obligations assumed by NASA KSC in the original December 19, 2008, Lease, but NASA KSC will perform and carry out such original Lease obligations under this SNDA in place of SPFL if necessary as a result of termination of the Lease. Based upon the assurances given by NASA KSC in this paragraph, Beneficiary agrees that upon receipt of written notice from NASA KSC that the Lease has been terminated, it shall attorn to and recognize NASA KSC as the successor to SPFL's interest under the Agreement, and Beneficiary further agrees that it shall perform all obligations under the Agreement, including, without limitation, the payment of any sums due under the Agreement, for the benefit of NASA KSC.

4. SPFL authorizes and directs Beneficiary to recognize NASA KSC as its successor under the Agreement upon receipt of written notice from NASA KSC that the Lease has been terminated, and SPFL hereby releases any claim that it otherwise may have against Beneficiary based upon Beneficiary's reliance upon such notice from NASA KSC.

5. NASA KSC and SPFL each represent that the Lease is in full force and effect and that the Lease has not been amended, except as disclosed in this SNDA. NASA KSC and SPFL represent that, except for the matters listed below, if any, there are no uncured breaches or defaults under the Lease by either party, and to the knowledge of NASA KSC and SPFL, no events have occurred that with the delivery of notice or the passage of time, or both, would result in a default under the Lease by either party: _____. NASA KSC

and SPFL each warrant that it has not assigned its rights under the Lease, and each have full authority to execute this SNDA. The current term of the Lease expires on December 31, 2068.

6. Notices given under this SNDA shall be in writing and shall be delivered by depositing the same in the United States mail, postpaid and certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same in person, or by national courier to the office of such party to be notified at the address stated below. Notice deposited in the manner hereinabove described shall be effective on the date such notice is delivered or refused.

NASA KSC:	EUL Manager Mail Code: AA-D Kennedy Space Center, FL 32899
SPFL:	P.O. Box 656 Cape Canaveral, FL 32920-0656 Attn: Contracts Manager
Beneficiary:	_____ _____ Attn:_____

7. The terms and conditions contained herein shall be binding on and inure to the benefit of the successors, assigns, heirs, and legal representatives of the parties hereto.

8. If any provision of this SNDA is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this SNDA, and the other provisions of this SNDA shall remain in full force and effect.

9. Neither this SNDA nor any of the terms hereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver, or modification is sought.

10. To facilitate execution, this SNDA may be executed in as many counterparts as may be convenient or required. All counterparts collectively shall constitute a single instrument, and it shall not be necessary in making proof of this SNDA to produce or account for more than a single counterpart containing the respective signatures and acknowledgement of each of the parties hereto.

11. All parties to this SNDA agree to first attempt to settle any dispute arising out of or in connection with this SNDA by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this SNDA, each shall have all remedies available at law or in equity.

12. United States Federal law governs this SNDA for all purposes, including, but not limited to, determining the validity of this SNDA, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The Parties consent and agree that any legal proceeding involving this SNDA, or the activities conducted under this SNDA, shall be brought in an Administrative Court or Federal Court of competent jurisdiction in the State of Florida, and nothing in this SNDA shall subject NASA KSC to state law. Each party to this SNDA shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

13. NASA KSC's ability to perform its obligations under or pursuant to this SNDA is subject to the availability of appropriated funds. Nothing in this SNDA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. §1341 or commit the United States Congress to appropriate funds for the purposes stated herein. All claims by any Party to this SNDA arising from or related to a lack of funding on the part of NASA KSC are hereby waived.

14. Notwithstanding any term or provision anywhere to the contrary, nothing in this SNDA shall require NASA KSC to assume any obligation of SPFL, any lessee or sublessee under the Lease or Agreement, or any other entity to:

(a) Perform any construction work involving new facilities or buildings, facility modification or rehabilitation, or any other real property improvements, except that NASA KSC will cooperate with any party to this SNDA that wishes to pursue receipt of any available performance and payment bonds proceeds if performance and payment bonds are in place to guarantee funds to proceed with or complete required construction work.

(b) Perform any operations and maintenance of any buildings, utility infrastructure, or real property improvements of any type, including but without limitation, maintenance or repairs to any building interior or exterior or load-bearing walls, the floors or the roofs of any buildings, or any other structural component of any building, or any building mechanical systems (including without limitation heating, ventilation, and air conditioning, mechanical, electrical, security systems, specialty or other systems, sewer, water, elevator, life safety), or perform any maintenance and repairs whatsoever or provide any electrical, telephone, security or fire protection services, or any other services not specifically mentioned in the original December 18, 2008, Lease to SPFL as it existed prior to any amendments.

(c) Be responsible for the accuracy of any documents provided by or representations made by SPFL, Beneficiary, any lessee, sublessee, or any other entity.

(d) Pay any third party's attorney's fees or any other litigation, claim preparation or other litigation costs or expenses, or dispute resolution costs or expenses.

15. The parties do not intend this SNDA to provide any benefits to any third party and do not intend that it shall have any effect on any NASA KSC contracts or agreements other than the Lease, including without limitation, reimbursable or nonreimbursable NASA Space Act Agreements whether or not related to Exploration Park.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Witnesses:

_____
Name:_____

_____
Name:_____

NASA KSC:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America, on behalf of the agency. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

_____
Name:_____

_____
Name:_____

SPFL:

SPACE FLORIDA, an independent special district and subdivision of the State of Florida

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of SPACE FLORIDA, an independent special district and subdivision of the State of Florida, on behalf of the district. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

_____
Name:_____

_____
Name:_____

BENEFICIARY:

_____, a _____

By:_____
Name:_____
Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of _____, a _____, on behalf of the _____. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

EXHIBIT B
MORTGAGE SNDA

This document was prepared by and should be returned to:

_____, Esq.

_____

_____**Space above line for Recording**_____

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (the "**SNDA**") is entered into by and among the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida (hereinafter, "**NASA KSC**"); SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida (hereinafter, "**SPFL**"); and _____ (with its successors and assigns, hereinafter, "**Mortgagee**"); and _____ (hereinafter "Sublessee") as follows:

RECITALS:

A. NASA KSC and SPFL entered into that certain Enhanced Use Lease dated December 19, 2008, as amended by that certain First Amendment to Enhanced Use Lease dated _____, 20__ (collectively, the "**Lease**") for the development of portions of the real property known as Exploration Park at Kennedy Space Center, more particularly described in the Lease (the "**Leased Property**").

B. SPFL and Sublessee entered into that certain ground lease dated _____ (the "**Sublease Agreement**") for a portion of the Leased Property.

C. Mortgagee entered into a loan agreement with Sublessee, and as security for the loan, Sublessee granted a leasehold mortgage against Sublessee's interest in the Sublease Agreement in favor of Mortgagee.

D. Mortgagee's leasehold mortgage interest in the Sublease Agreement is subject to the Lease, and its continuing validity and effect is based upon the continuing existence of the Lease.

E. NASA KSC approved the Sublease Agreement in accordance with the terms of the Lease, and it derives a benefit under the Lease from the existence of the Sublease Agreement and Sublessee's ability to finance the construction of improvements on a portion of the Leased Premises through the loan with Mortgagee.

F. NASA KSC and SPFL acknowledge that Mortgagee would not have entered into the loan without this SNDA, and they have agreed to enter into this SNDA for the purpose of ensuring the continuing existence of the Sublease Agreement and Mortgagee's interest under the leasehold mortgage, following a termination of the Lease, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and hereby are incorporated into and made a part hereof.

2. Mortgagee does hereby subordinate its leasehold mortgage interest in the Sublease Agreement to the terms and provisions of the Lease.

3. In the event that the Lease is terminated, provided that Sublessee is not in default under the Sublease Agreement beyond any applicable notice and cure periods provided therein, NASA KSC agrees that it shall recognize the continuing existence of the Sublease Agreement and Sublessee's rights under the Sublease Agreement, and agrees that it shall not disturb or otherwise interfere with Sublessee's exercise of such rights, and NASA KSC shall assume and carry out the duties of SPFL under the Sublease Agreement. All parties recognize and agree that neither the termination of the Lease or Sublease nor the foreclosure on any mortgage interest shall increase the nature or extent of NASA KSC's obligations under the Lease: beyond those which existed and were undertaken by NASA KSC as of December 19, 2008 (prior to any amendments to the Lease). Accordingly, anything to the contrary notwithstanding, NASA KSC's obligations under this SNDA, with respect to the performance of obligations under the Lease, shall be limited to performance of those obligations assumed by NASA KSC in the Lease as originally executed on December 19, 2008, and nothing in this SNDA or the Amendment executed [date] shall increase or expand the scope, nature, or extent of the obligations assumed by NASA KSC in the original December 19, 2008, Lease, but NASA KSC will perform and carry out such original Lease obligations under this SNDA in place of SPFL if necessary as a result of termination of the Lease. NASA KSC further agrees that if Mortgagee forecloses its leasehold mortgage on the Sublease Agreement, whether such foreclosure occurs before or after a termination of the Lease, NASA KSC shall recognize Mortgagee as the successor to Sublessee's rights under the Sublease Agreement, and provided that Mortgagee is not in default under the Sublease Agreement beyond any applicable notice and cure periods or other rights and remedies granted to Mortgagee therein, NASA KSC shall not disturb or otherwise interfere with the rights of Mortgagee as the successor to Sublessee under the Sublease Agreement. Based

upon the assurances given by NASA KSC in this paragraph, Mortgagee, on behalf of its successors and assigns, agrees that if it succeeds to the interest of Sublessee under the Sublease Agreement, then upon receipt of written notice from NASA KSC that the Lease has been terminated, it shall attorn to and recognize NASA KSC as the successor to SPFL's interest under the Sublease Agreement, and, in such event, Mortgagee further agrees that it shall perform all obligations under the Sublease Agreement, including, without limitation, the payment of any sums due under the Sublease Agreement, for the benefit of NASA KSC.

4. In the event that Mortgagee succeeds to the interest of Sublessee under the Sublease Agreement, SPFL authorizes and directs Mortgagee to recognize NASA KSC as its successor under the Sublease Agreement upon receipt of written notice from NASA KSC that the Lease has been terminated, and SPFL hereby releases any claim that it otherwise may have against Mortgagee based upon Mortgagee's reliance upon such notice from NASA KSC.

5. NASA KSC and SPFL each represent that the Lease is in full force and effect and that the Lease has not been amended, except as disclosed in this SNDA. NASA KSC and SPFL represent that, except for the matters listed below, if any, there are no uncured breaches or defaults under the Lease by either party, and to the knowledge of NASA KSC and SPFL, no events have occurred that with the delivery of notice or the passage of time, or both, would result in a default under the Lease by either party: _____. NASA KSC and SPFL each warrant that it has not assigned its rights under the Lease, and each have full authority to execute this SNDA. The current term of the Lease expires on December 31, 2068.

6. Notices given under this SNDA shall be in writing and shall be delivered by depositing the same in the United States mail, postpaid and certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same in person, or by national courier to the office of such party to be notified at the address stated below. Notice deposited in the manner hereinabove described shall be effective on the date such notice is delivered or refused.

NASA KSC:	EUL Manager Mail Code: AA-D Kennedy Space Center, FL 32899
SPFL:	P.O. Box 656 Cape Canaveral, FL 32920-0656 Attn: Contracts Manager
Mortgagee:	_____ _____ Attn:_____

7. The terms and conditions contained herein shall be binding on and inure to the benefit of the successors, assigns, heirs, and legal representatives of the parties hereto.

8. If any provision of this SNDA is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this SNDA, and the other provisions of this SNDA shall remain in full force and effect.

9. Neither this SNDA nor any of the terms hereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver, or modification is sought.

10. To facilitate execution, this SNDA may be executed in as many counterparts as may be convenient or required. All counterparts collectively shall constitute a single instrument, and it shall not be necessary in making proof of this SNDA to produce or account for more than a single counterpart containing the respective signatures and acknowledgement of each of the parties hereto.

11. All parties to this SNDA agree to first attempt to settle any dispute arising out of or in connection with this SNDA by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this SNDA, each shall have all remedies available at law or in equity.

12. United States Federal law governs this SNDA for all purposes, including, but not limited to, determining the validity of this SNDA, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The Parties consent and agree that any legal proceeding involving this SNDA, or the activities conducted under this SNDA, shall be brought in an Administrative Court or Federal Court of competent jurisdiction in the State of Florida, and nothing in this SNDA shall subject NASA KSC to state law. Each party to this SNDA shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

13. NASA KSC's ability to perform its obligations under or pursuant to this SNDA is subject to the availability of appropriated funds. Nothing in this SNDA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. §1341 or commit the United States Congress to appropriate funds for the purposes stated herein. All claims by any Party to this SNDA arising from or related to a lack of funding on the part of NASA KSC are hereby waived.

14. Notwithstanding any term or provision anywhere to the contrary, nothing in this SNDA shall require NASA KSC to assume any obligation of SPFL, any lessee or sublessee, or any other entity to:

(a) Perform any construction work involving new facilities or buildings, facility modification or rehabilitation, or any other real property improvements, except that NASA KSC will cooperate with any party to this SNDA that wishes to pursue receipt of any available performance and payment bonds proceeds if performance and payment bonds are in place to guarantee funds to proceed with or complete required construction work.

(b) Perform any operations and maintenance of any buildings, utility infrastructure, or real property improvements of any type, including but without limitation, maintenance or repairs

to any building interior or exterior or load-bearing walls, the floors or the roofs of any buildings, or any other structural component of any building, or any building mechanical systems (including without limitation heating, ventilation, and air conditioning, mechanical, electrical, security systems, specialty or other systems, sewer, water, elevator, life safety), or perform any maintenance and repairs whatsoever or provide any electrical, telephone, security or fire protection services, or any other services not specifically mentioned in the original December 18, 2008, Lease to SPFL as it existed prior to any amendment.

(c) Be responsible for the accuracy of any documents provided by or representations made by SPFL, Sublessee, or any other entity.

(d) Pay any third party's attorney's fees or any other litigation, claim preparation or other litigation costs or expenses, or dispute resolution costs or expenses.

15. The parties do not intend this SNDA to provide any benefits to any third party and do not intend that it shall have any effect on any NASA KSC contracts or agreements other than the Lease, including without limitation, reimbursable or nonreimbursable NASA Space Act Agreements whether or not related to Exploration Park.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES LOCATED ON THE FOLLOWING PAGES

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

NASA KSC:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

By:_____

Name:_____

Title: Director, John F. Kennedy Space Center

Witnesses:

_____

Name:_____

_____

Name:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America, on behalf of the agency. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____

Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

_____
Name:_____

_____
Name:_____

SPFL:

SPACE FLORIDA, an independent special district and subdivision of the State of Florida

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of SPACE FLORIDA, an independent special district and subdivision of the State of Florida, on behalf of the district. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

MORTGAGEE:

_____, a _____

_____
Name:_____

By:_____
Name:_____
Title:_____

_____
Name:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of _____, a _____, on behalf of the _____. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

SUBLESSEE:

_____, a _____

_____
Name:_____

By:_____
Name:_____
Title:_____

_____
Name:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of _____, a _____, on behalf of the _____. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

EXHIBIT C
SUB-SUBLEASE SNDA

This document was prepared by and should be returned to:

_____, Esq.

_____

_____

_____**Space above line for Recording**_____

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (the "**SNDA**") is entered into by and among the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida (hereinafter, "**NASA KSC**"); SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida (hereinafter, "**SPFL**"); _____ (hereinafter, "**Sublessee**") and _____ (hereinafter, "**Sub-Sublessee**") as follows:

RECITALS:

A. NASA KSC and SPFL entered into that certain Enhanced Use Lease dated December 19, 2008, as amended by that certain First Amendment to Enhanced Use Lease dated _____, 20__ (collectively, the "**Lease**") for the development of portions of the real property known as Exploration Park at Kennedy Space Center more particularly described in the Lease (the "**Leased Property**").

B. SPFL and Sublessee entered into that certain ground lease, dated _____ (the "**Sublease**").

C. Sublessee and Sub-Sublessee entered into that certain sub-sublease dated _____ (the "**Sub-Sublease**").

D. The Sub-Sublease is subject to the Lease and the Sublease, and the continuing validity and effect of the Sub-Sublease is based upon the continuing existence of the Lease and the Sublease.

E. NASA KSC approved the Sub-Sublease in accordance with the terms of the Lease, and it derives a benefit under the Lease from the existence of the Sub-Sublease.

F. SPFL approved the Sub-Sublease in accordance with the terms of the Sublease, and it derives a benefit under the Sublease from the existence of the Sub-Sublease.

G. NASA KSC and SPFL acknowledge that Sub-Sublessee would not have entered into the Sub-Sublease without this SNDA, and they have agreed to enter into this SNDA for the purpose of ensuring the continuing existence of the Sub-Sublease following a termination of the Lease and/or the Sublease, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and hereby are incorporated into and made a part hereof.

2. Sub-Sublease does hereby subordinate its rights under the Sub-Sublease to the terms and provisions of the Lease and the Sublease.

3. In the event that the Lease and/or the Sublease are terminated, provided that Sub-Sublessee is not in default under the Sub-Sublease beyond any applicable notice and cure periods provided therein, NASA KSC agrees that it shall recognize Sub-Sublessee's rights under the Sub-Sublease, and agrees that it shall not disturb or otherwise interfere with Sub-Sublessee's exercise of such rights, and NASA KSC shall assume and carry out the duties of SPFL under the Sublease (and Sublessee's duties under the Sub-Sublease in the event that both the Lease and the Sublease are terminated). All parties recognize and agree that the termination of the Lease or any Sublease should not increase the nature or extent of NASA KSC's obligations under the Lease: beyond those which existed and were undertaken by NASA KSC as of December 19, 2008 (prior to any amendments to the Lease). Accordingly, anything to the contrary notwithstanding, NASA KSC's obligations under this SNDA, with respect to the performance of obligations under the Lease, shall be limited to performance of those obligations assumed by NASA KSC in the Lease as originally executed on December 19, 2008, and nothing in this SNDA or the Amendment executed [date] shall increase or expand the scope, nature, or extent of the obligations assumed by NASA KSC in the original December 19, 2008, Lease, but NASA KSC will perform and carry out such original Lease obligations under this SNDA in place of other parties if necessary as a result of termination of the Lease. In the event that only the Sublease is terminated, provided that Sub-Sublessee is not in default under the Sub-Sublease beyond any applicable notice and cure periods provided therein, SPFL agrees that it shall recognize Sub-Sublessee's rights under the Sub-Sublease, and agrees that it shall not disturb or otherwise interfere with Sub-Sublessee's exercise of such rights, and SPFL shall assume and carry out the duties of Sublessee under the Sub-Sublease. Based upon the assurances given by NASA KSC and SPFL in this

paragraph, Sub-Sublessee agrees that upon receipt of written notice from NASA KSC that the Lease has been terminated, it shall attorn to and recognize NASA KSC as the successor to SPFL's interest under the Sublease, and that upon receipt of written notice from SPFL that the Sublease has been terminated, it shall attorn to and recognize SPFL as the successor to Sublessee's interest under the Sub-Sublease, and Sub-Sublessee further agrees that it shall perform all obligations under the Sub-Sublessee, including, without limitation, the payment of any sums due under the Sub-Sublease, for the benefit of NASA KSC or SPFL, as appropriate.

4. SPFL authorizes and directs Sub-Sublessee to recognize NASA KSC as its successor under the Sublease upon receipt of written notice from NASA KSC that the Lease has been terminated, and SPFL hereby releases any claim that it otherwise may have against Sub-Sublessee based upon Sub-Sublessee's reliance upon such notice from NASA KSC. Sublessee authorizes and directs Sub-Sublessee to recognize SPFL as its successor under the Sub-Sublease upon written notice from SPFL that the Sublease has been terminated, and Sublessee hereby releases any claim that it otherwise may have against Sub-Sublessee based upon Sub-Sublessee's reliance upon such notice from SPFL.

5. NASA KSC and SPFL each represent that the Lease is in full force and effect and that the Lease has not been amended, except as disclosed in this SNDA. NASA KSC and SPFL represent that, except for the matters listed below, if any, there are no uncured breaches or defaults under the Lease by either party, and to the knowledge of NASA KSC and SPFL, no events have occurred that with the delivery of notice or the passage of time, or both, would result in a default under the Lease by either party: _____. NASA KSC and SPFL each warrant that it has not assigned its rights under the Lease, and each have full authority to execute this SNDA. The current term of the Lease expires on December 31, 2068.

6. Notices given under this SNDA shall be in writing and shall be delivered by depositing the same in the United States mail, postpaid and certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same in person, or by national courier to the office of such party to be notified at the address stated below. Notice deposited in the manner hereinabove described shall be effective on the date such notice is delivered or refused.

NASA KSC:	EUL Manager Mail Code: AA-D Kennedy Space Center, FL 32899
SPFL:	P.O. Box 656 Cape Canaveral, FL 32920-0656 Attn: Contracts Manager
Sublessee:	_____ _____ Attn:_____

Sub-Sublessee: _____

_____

Attn:_____

7. The terms and conditions contained herein shall be binding on and inure to the benefit of the successors, assigns, heirs, and legal representatives of the parties hereto.

8. If any provision of this SNDA is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this SNDA, and the other provisions of this SNDA shall remain in full force and effect.

9. Neither this SNDA nor any of the terms hereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver, or modification is sought.

10. To facilitate execution, this SNDA may be executed in as many counterparts as may be convenient or required. All counterparts collectively shall constitute a single instrument, and it shall not be necessary in making proof of this SNDA to produce or account for more than a single counterpart containing the respective signatures and acknowledgement of each of the parties hereto.

11. All parties to this SNDA agree to first attempt to settle any dispute arising out of or in connection with this SNDA by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this SNDA, each shall have all remedies available at law or in equity.

12. United States Federal law governs this SNDA for all purposes, including, but not limited to, determining the validity of this SNDA, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The Parties consent and agree that any legal proceeding involving this SNDA, or the activities conducted under this SNDA, shall be brought in an Administrative Court or Federal Court of competent jurisdiction in the State of Florida, and nothing in this SNDA shall subject NASA KSC to state law. Each party to this SNDA shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

13. NASA KSC's ability to perform its obligations under or pursuant to this SNDA is subject to the availability of appropriated funds. Nothing in this SNDA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. §1341 or commit the United States Congress to appropriate funds for the purposes stated herein. All claims by any Party to this SNDA arising from or related to a lack of funding on the part of NASA KSC are hereby waived.

14. Notwithstanding any term or provision anywhere to the contrary, nothing in this SNDA shall require NASA KSC to assume any obligation of any Lessee or Sublessee or any other entity to:

(a) Perform any construction work involving new facilities or buildings, facility modification or rehabilitation, or any other real property improvements, except that NASA KSC will cooperate with any party to this SNDA that wishes to pursue receipt of any available performance and payment bonds proceeds if performance and payment bonds are in place to guarantee funds to proceed with or complete required construction work.

(b) Perform any operations and maintenance of any buildings, utility infrastructure, or real property improvements of any type, including but without limitation, maintenance or repairs to any building interior or exterior or load-bearing walls, the floors or the roofs of any buildings, or any other structural component of any building, or any building mechanical systems (including without limitation heating, ventilation, and air conditioning, mechanical, electrical, security systems, specialty or other systems, sewer, water, elevator, life safety), or perform any maintenance and repairs whatsoever or provide any electrical, telephone, security or fire protection services, or any other services not specifically mentioned in the original December 18, 2008, Lease to SPFL as it existed prior to any amendments.

(c) Be responsible for the accuracy of any documents provided by or representations made by SPFL, Sublessee, or any other entity.

(d) Pay any third party's attorney's fees or any other litigation, claim preparation or other litigation costs or expenses, or dispute resolution costs or expenses.

15. The parties do not intend this SNDA to provide any benefits to any third party and do not intend that it shall have any effect on any NASA KSC contracts or agreements other than the Lease, including without limitation, reimbursable or nonreimbursable NASA Space Act Agreements whether or not related to Exploration Park.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES LOCATED ON THE FOLLOWING PAGES

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Witnesses:

_____
Name:_____

_____
Name:_____

NASA KSC:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

By:_____

Name:_____

Title: Director, John F. Kennedy Space Center

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America, on behalf of the agency. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

_____
Name:_____

_____
Name:_____

SPFL:

SPACE FLORIDA, an independent special district and subdivision of the State of Florida

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of SPACE FLORIDA, an independent special district and subdivision of the State of Florida, on behalf of the district. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

SUBLESSEE:

_____, a _____

_____
Name:_____

By:_____
Name:_____
Title:_____

_____
Name:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of _____, a _____, on behalf of the _____. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

Witnesses:

SUB-SUBLESSEE:

_____, a _____

_____
Name:_____

By:_____
Name:_____
Title:_____

_____
Name:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as the _____ of _____, a _____, on behalf of the _____. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
Print Name:_____
Notary Public - State of _____
My Commission Expires:_____
Commission No:_____

(NOTARY STAMP)

EXHIBIT D
MEMORANDUM OF LEASE

Prepared by and Return to:

Gray Robinson, P.A.
Attn: Guy Haggard
301 E. Pine Street
P.O. Box 3068
Orlando, FL 32801-3068

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is entered into by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA), an agency of the United States, John F. Kennedy Space Center (KSC), NASA, Mail Code: AA-D, Kennedy Space Center, Florida 32899, Attention: EUL Manager, Center Planning and Development Office ("**NASA KSC**"), and SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the state of Florida, whose address is P.O. Box 656, Cape Canaveral, FL 32920-0656, Attn: Desiree Mayfield, Contracts Manager ("**SPFL**").

1. SPFL is the lessee of real property located in Exploration Park at Kennedy Space Center, in Brevard County, Florida ("**Park**"), under the terms of that certain Enhanced Use Lease dated December 19, 2008 ("**Lease**") with NASA KSC, which real property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("**Phase 1**").

2. In accordance with the terms of the Lease, SPFL has the option to lease additional real property in the Park, which real property is more particularly described in Exhibit B, attached hereto and incorporated herein by reference ("**Phase 2**").

3. The commencement date of the Lease is January 1, 2009, and the term of the Lease shall be for sixty (60) years, expiring on December 31, 2068, as such term may be adjusted in accordance with the provisions of the Lease.

4. This Memorandum is subject to all of the terms, conditions, and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters relating to SPFL's lease of space within the Park. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum.

THIS MEMORANDUM is effective as of the date first written above.

Witnesses:

Name: Mario Buscarle

Name: Megan Grande

NASA KSC:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

By: Robert D. Cabana

Printed: ROBERT D. CABANA

Title: Director, John F. Kennedy Space Center

Date Executed: 16 MAY 12

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16 day of MAY, 2012, by ROBERT D. CABANA, as the CENTER DIRECTOR of the National Aeronautics and Space Administration, an agency of the United States, on behalf of the agency. He/she is personally known to me or produced the following as identification: FLORIDA DRIVERS LICENSE.

Notary Public

Printed: PATRICIA A. NGSAYE
Commission #EE88723

(NOTARY SEAL)

PATRICIA NG'SAYE
Notary Public, State of Florida
My comm. expires May 20, 2015
No. EE 88723
Bonded thru Ashton Agency, Inc. (800)451-4854

Witnesses:

Desiree Mayfield
Name: Desiree Mayfield

Carol H. Bailey
Name: Carol H. Bailey

SPFL:

SPACE FLORIDA, an independent special district and subdivision of the State of Florida

By: Howard J. Haug

Printed: Howard J. Haug

Title: EVP & TREASURER

Date Executed: MAY 18, 2012

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18th day of MAY, 2012, by HOWARD J. HAUG as the TREASURER of Space Florida, an independent special district, a body politic and corporate, and a subdivision of the state of Florida, on behalf of the special district. He or she is personally known to me or produced the following as identification: Personally Known.

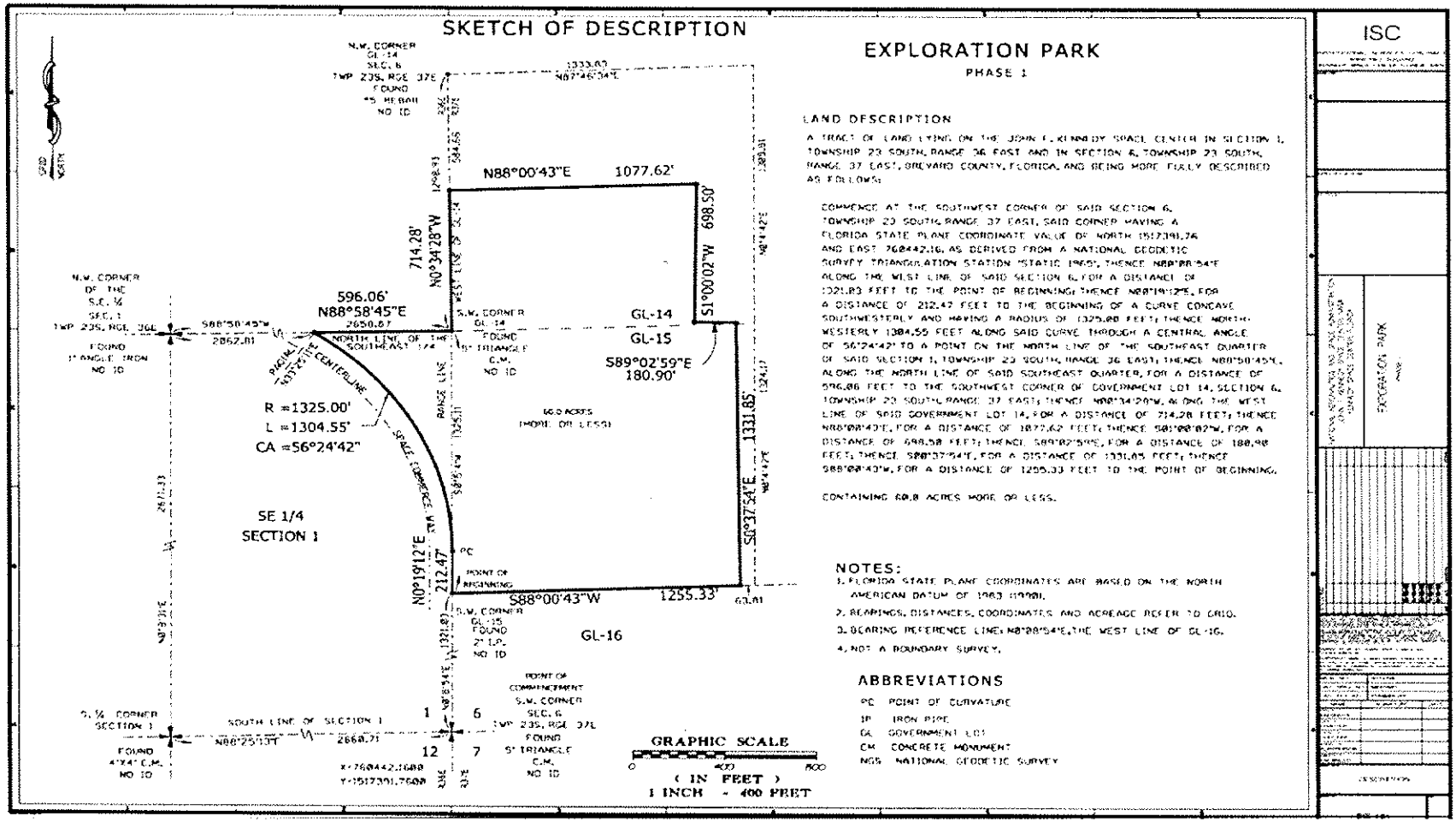
Linda Juanell Kirkendoll
Notary Public

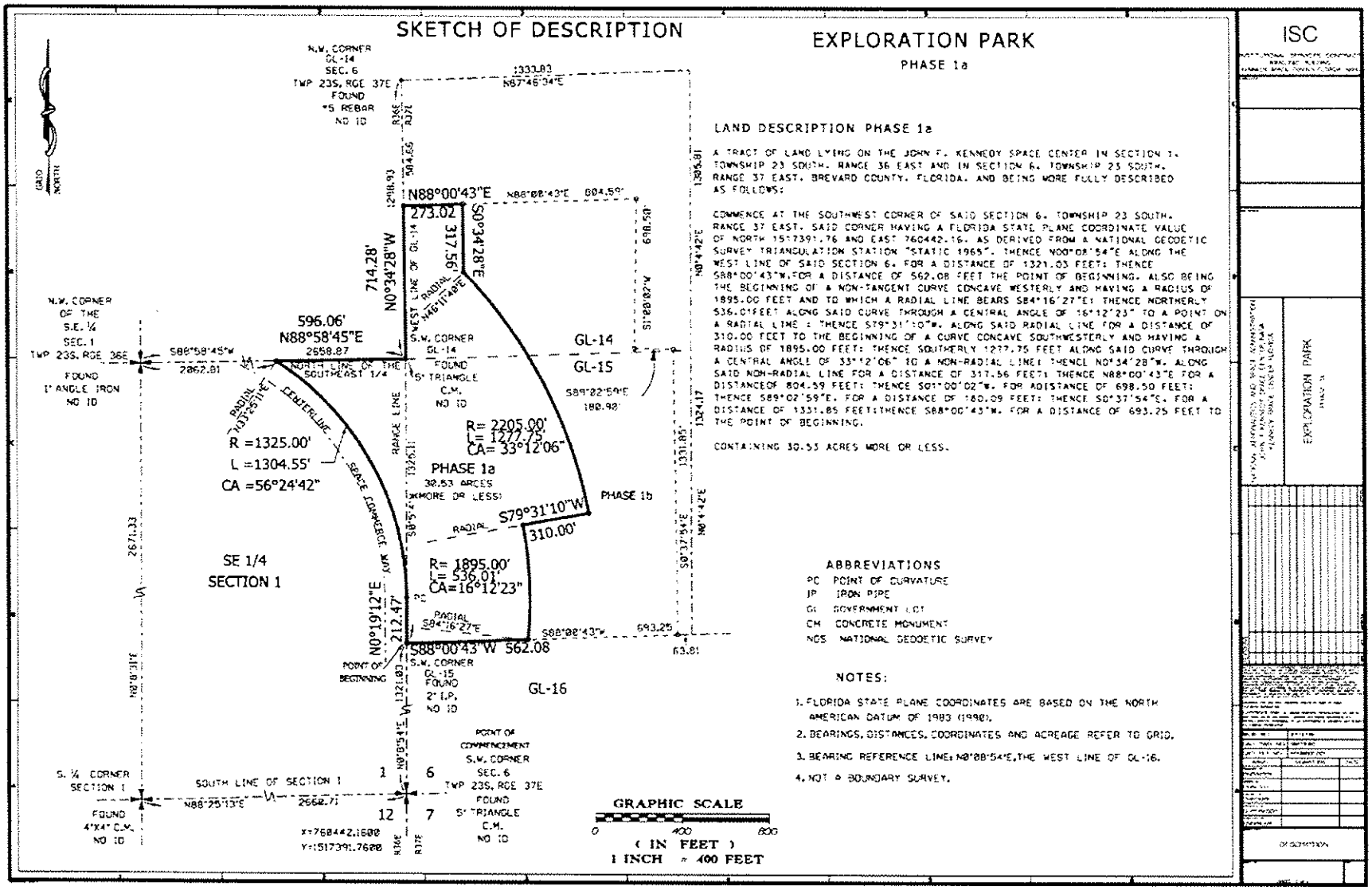
(NOTARY SEAL)

Printed: LINDA JUANELL KIRKENDOLL
Commission # EE 068412

LINDA JUANELL KIRKENDOLL
MY COMMISSION # EE 068412
EXPIRES: June 28, 2015
Bonded Thru Notary Public Underwriters

EXHIBIT A – PHASE 1





LAND DESCRIPTION PHASE 1a

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965". THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET; THENCE S88°00'43"W, FOR A DISTANCE OF 562.08 FEET THE POINT OF BEGINNING. ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1895.00 FEET AND TO WHICH A RADIAL LINE BEARS S84°16'27"E; THENCE NORTHERLY 536.01FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'23" TO A POINT ON A RADIAL LINE ; THENCE S79°31'10"W, ALONG SAID RADIAL LINE FOR A DISTANCE OF 310.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY 1277.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'06" TO A NON-RADIAL LINE; THENCE N0°34'28"W, ALONG SAID NON-RADIAL LINE FOR A DISTANCE OF 317.56 FEET; THENCE N88°00'43"E FOR A DISTANCEOF 804.59 FEET; THENCE S01°00'02"W, FOR ADISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.09 FEET; THENCE S0°37'54"E, FOR A DISTANCE OF 1331.85 FEET;THENCE S88°00'43"W, FOR A DISTANCE OF 693.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.53 ACRES MORE OR LESS.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

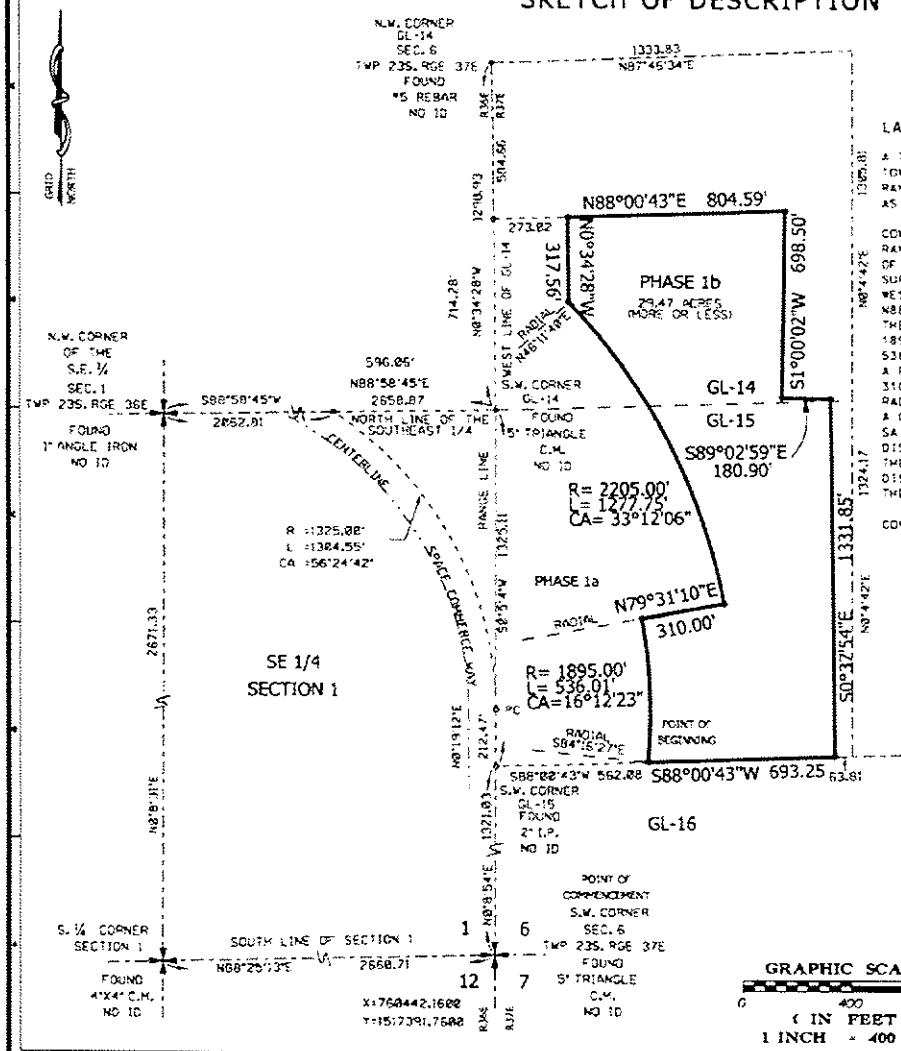
NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E, THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION

EXPLORATION PARK

PHASE 1b



LAND DESCRIPTION PHASE 1b

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 37 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965". THENCE N00°08'54"E ALONG THE WEST LINE OF SAID SECTION 6, FOR A DISTANCE OF 1321.03 FEET; THENCE N88°00'43"E, FOR A DISTANCE OF 562.08 FEET THE POINT OF BEGINNING, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1895.00 FEET AND TO WHICH A RADIAL LINE BEARS S84°16'27"E; THENCE NORTHERLY 536.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'23" TO A POINT ON A RADIAL LINE ; THENCE N79°31'10"E, ALONG SAID RADIAL LINE FOR A DISTANCE OF 310.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2205.00 FEET; THENCE NORTHERLY 1277.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'06" TO A NON-RADIAL LINE; THENCE N0°34'28"W, ALONG SAID NON-RADIAL LINE FOR A DISTANCE OF 317.56 FEET; THENCE N88°00'43"E FOR A DISTANCEOF 804.59 FEET; THENCE S01°00'02"W, FOR A DISTANCE OF 698.50 FEET; THENCE S89°02'59"E, FOR A DISTANCE OF 180.09 FEET; THENCE S0°37'54"E, FOR A DISTANCE OF 1331.85 FEET;THENCE S88°00'43"W, FOR A DISTANCE OF 693.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.47 ACRES MORE OR LESS.

ABBREVIATIONS

PC POINT OF CURVATURE
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

NOTES:

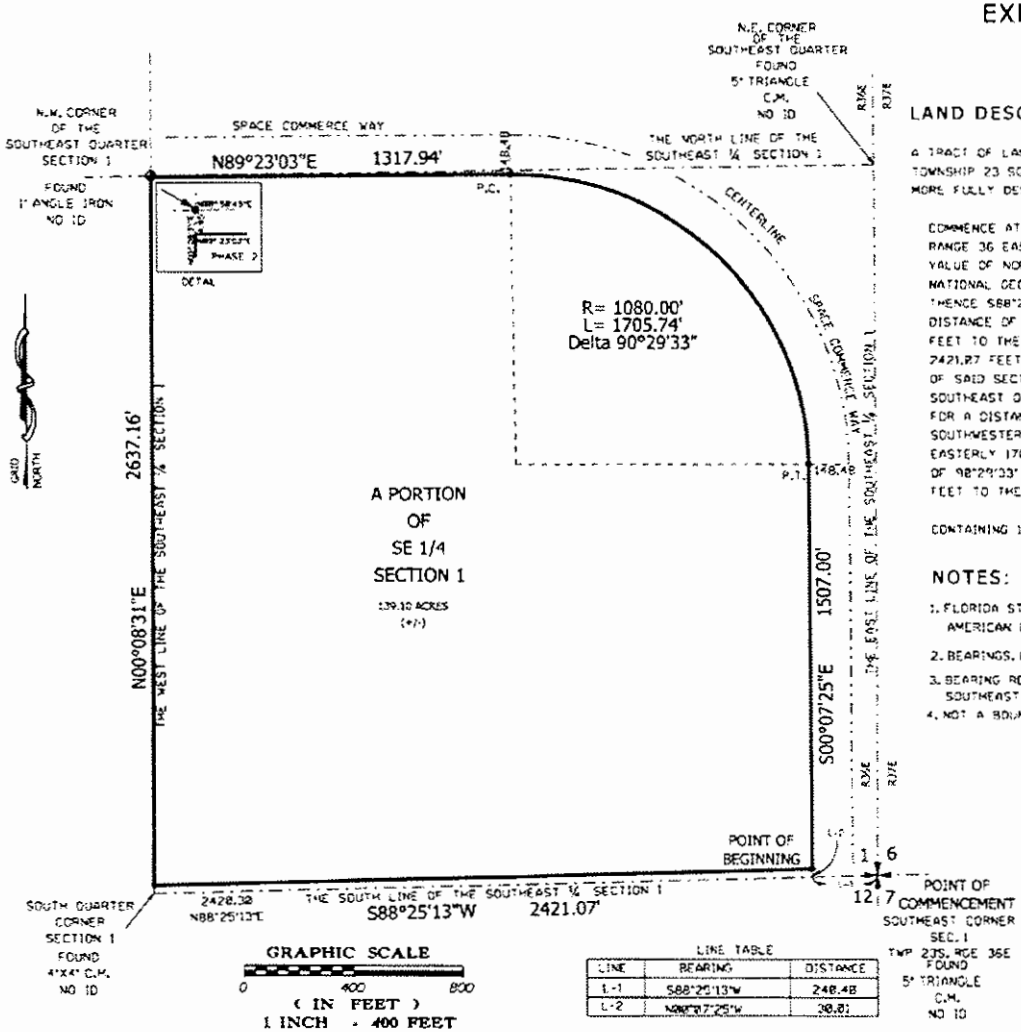
1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: N0°08'54"E, THE WEST LINE OF GL-16.
4. NOT A BOUNDARY SURVEY.

ISC

EXPLORATION PARK

EXHIBIT B – PHASE 2

SKETCH OF DESCRIPTION



LINE TABLE

LINE	BEARING	DISTANCE
L-1	S88°25'13"W	248.48
L-2	N88°07'25"W	38.81

EXPLORATION PARK

PHASE 2

LAND DESCRIPTION

A TRACT OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1, TOWNSHIP 23 SOUTH, RANGE 36 EAST, SAID CORNER HAVING A FLORIDA STATE PLANE COORDINATE VALUE OF NORTH 1517391.76 AND EAST 760442.16, AS DERIVED FROM A NATIONAL GEODETIC SURVEY TRIANGULATION STATION "STATIC 1965". THENCE S88°25'13"W, ALONG THE SOUTH LINE OF SAID SECTION 1, FOR A DISTANCE OF 248.48 FEET; THENCE N88°07'25"W, FOR A DISTANCE OF 38.81 FEET TO THE POINT OF BEGINNING; THENCE S88°25'13"W, FOR A DISTANCE OF 2421.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE N00°08'31"E, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 2637.16 FEET; THENCE N89°23'03"E, FOR A DISTANCE OF 1317.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1080.00 FEET; THENCE SOUTHEASTERLY 1705.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°29'33" TO A POINT; THENCE S00°07'25"E, FOR A DISTANCE OF 1507.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 139.10 ACRES MORE OR LESS.

NOTES:

1. FLORIDA STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990).
2. BEARINGS, DISTANCES, COORDINATES AND ACREAGE REFER TO GRID.
3. BEARING REFERENCE LINE: S88°25'13"W, THE SOUTH OF THE SOUTHEAST QUARTER SECTION 1.
4. NOT A BOUNDARY SURVEY.

ABBREVIATIONS

PC POINT OF CURVATURE
PT POINT OF TANGENT
IP IRON PIPE
GL GOVERNMENT LOT
CM CONCRETE MONUMENT
NGS NATIONAL GEODETIC SURVEY

ISC

EXPLORATION PARK
PHASE 2

DISPOSITION

NASA JOHN F. KENNEDY SPACE CENTER

AMENDMENT 002 TO ENHANCED USE LEASE

This Amendment 002 to Enhanced Use Lease KCA-4222, Rev. B ("Amendment"), is made and entered into by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA), an agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida, as the lessor (hereinafter, "**NASA KSC**") and SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida, as the lessee (hereinafter, "**SPFL**").

RECITALS

A. NASA KSC and SPFL entered into that certain Enhanced Use Lease dated December 19, 2008 ("**Lease**"), as amended on May 18, 2012 ("**First Amendment**"), for the development of portions of the real property known as Exploration Park at KSC, more particularly described in the Lease ("**Leased Property**").

B. The purpose of this Amendment is:

(1) to extend the deadline for SPFL to exercise its option for Phase 2 of Exploration Park by five (5) years, from December 31, 2013, to December 31, 2018, and

(2) to extend the subsequent Phase 2 Commencement Date by the same, from December 31, 2014, to December 31, 2019.

The proliferation of vacant NASA-owned facilities after the cancellation of the Constellation Program and the retirement of the Shuttle program unexpectedly absorbed most of the market for Phase 1 of the Leased Property. The extension will allow SPFL to maintain the development capability outlined in the original Lease. This will convey a benefit to NASA KSC by ensuring the Leased Property will be developed and ready for occupancy as the number of NASA-owned facilities available for non-NASA use diminishes.

NOW, THEREFORE, NASA KSC and SPFL hereby agree as follows:

1. The foregoing Recitals are true and correct, and are incorporated herein by reference. Capitalized terms used herein that are not otherwise defined shall have the same meaning ascribed to them in the Lease.

2. Option to Lease Property: Exploration Park Phase 2. Section 1.2 of the Lease is hereby amended to extend the deadline for written notification to NASA KSC of SPFL's desire to exercise the Phase 2 option by five (5) years, from December 31, 2013, to December 31, 2018. In addition, the commencement date of SPFL's leasehold interest in Phase 2 is amended to

extend the deadline five (5) years, from December 31, 2014, to December 31, 2019. Thus, the following portion of Section 1.2 of the Lease is deleted in its entirety:

> NASA KSC hereby grants to SPFL a unilateral option to lease for a term of sixty (60) years, and subject to the covenants set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 2, encompassing a parcel of one hundred thirty nine (139) acres, more or less, as shown on the map attached hereto as Exhibit B ("Phase 2"), provided that SPFL exercises this option by notification to NASA KSC in writing no later than December 31, 2013, and that the commencement date of SPFL's leasehold interest therein and obligations hereinafter set forth shall occur not later than December 31, 2014.

The following shall replace the deleted portion of Section 1.2 of the Lease:

> NASA KSC hereby grants to SPFL a unilateral option to lease for a term of sixty (60) years, and subject to the covenants set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 2, encompassing a parcel of one hundred thirty nine (139) acres, more or less, as shown on the map attached hereto as Exhibit B ("Phase 2"), provided that SPFL exercises this option by notification to NASA-KSC in writing no later than December 31, 2018, and that the commencement date of SPFL's leasehold interest therein and obligations hereinafter set forth shall occur not later than December 31, 2019.

No other changes to Section 1.2 are made through this Amendment.

3. Section 2.1 of the Lease is deleted in its entirety and replaced with the following:

2.1 Term of Lease. The term of this Lease for Phase 1 shall be for a period of sixty (60) years, commencing on January 1, 2009 (the "**Phase 1 Commencement Date**"), and unless sooner terminated as hereinafter provided, expiring on December 31, 2068. If SPFL elects under Article 1.1 to defer the commencement date for Phase 1-b, the term of this Lease for Phase 1-b shall commence on the date agreed to by the Parties (the "**Phase 1-b Commencement Date**") and, unless sooner terminated as hereinafter provided, expire on December 31, 2068. The Phase 1 Commencement Date and Phase 1-b Commencement Date shall generically for each Phase be referred to as the "**Commencement Date**." The term of this Lease for Phase 2, subject to the contingencies identified in Article 1 and

any required agreement of the Parties to terms and conditions for implementing development of the Phase 2 acreage, in whole or in part, at one time or in increments, commencing on a date to be negotiated by the Parties (the "**Phase 2 Commencement Date**") but not later than December 31, 2019, and unless sooner terminated as hereinafter provided, expire on December 31, 2074. The term "Commencement Date" as applied specifically to any legally described parcel of Leased Property under this Lease shall mean the date upon which SPFL is granted a right to possess and utilize their leasehold interest thereon, and the date from which SPFL shall be obligated to pay consideration due to NASA KSC pursuant to Article3.

4. Section 14.1 of the Lease is hereby amended to update the Principal Points of Contact for SPFL as follows:

For SPFL
Contractual Contact:

Desiree Mayfield, Contract Compliance Manager
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307
dmayfield@spaceflorida.gov

Technical Contact:

Allison Odyssey, Vice President, NewSpace Market Development
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307
aodyssey@spaceflorida.gov

5. Except to the extent specifically and explicitly modified in this Amendment, all terms, conditions, and provisions of the Lease and the subsequent First Amendment are unchanged. In the event of any inconsistency or conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES LOCATED ON THE FOLLOWING PAGE

NASA KSC and SPFL have signed this Amendment at the place and on the dates specified adjacent to their signature below.

NASA KSC:
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

Witness Name:

Witness Name:

By: Robert D. Cabana
Robert D. Cabana
Director, John F. Kennedy Space Center

Date: 20 DEC 13

SPFL:
SPACE FLORIDA, an independent special district and subdivision of the State of Florida

Allison Odyssey
Witness Name: Allison Odyssey

Witness Name: Todd Romberger

By: Howard J. Hall
Name: Howard J. Hall
Its: EVP & Treasurer
Date: December 31, 2013

NASA JOHN F. KENNEDY SPACE CENTER

AMENDMENT 003 TO ENHANCED USE LEASE

This Amendment 003 (Rev. C) to Enhanced Use Lease (EUL) KCA-4222 ("**Amendment**"), is made and entered into by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States, John F. Kennedy Space Center, Kennedy Space Center, Florida, as the lessor (hereinafter "**NASA KSC**") and SPACE FLORIDA, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida, as the lessee (hereinafter "**SPFL**").

RECITALS

A. NASA KSC and SPFL entered into that certain EUL, dated December 19, 2008, ("**Lease**"), as amended on May 18, 2012 ("**First Amendment**"), and December 31, 2014 ("**Second Amendment**") for the development of portions of the real property known as Exploration Park at KSC, more particularly described in the Lease ("**Leased Property**").

B. The purposes of this Amendment are to—
1) Formalize exercise of the Phase 2 Option in Article 1, Section 1.2 of the EUL
2) Update Articles and Exhibits associated with the exercise of the Phase 2 Option
3) Update Articles requiring administrative changes

NOW, THEREFORE, NASA KSC and SPFL hereby agree as follows:

1. The foregoing Recitals are true and correct, and are incorporated herein by reference. Capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Lease.

2. **1.2** **Option to Lease Property: Exploration Park Phase 2.** Section 1.2 of the Lease (partially revised by the Second Amendment) is hereby changed to reflect the timely exercise of the Phase 2 Option by SPFL. Thus, Section 1.2 of the Lease, as amended, is hereby deleted and replaced by the following:

> 1.2 Lease of Property: Exploration Park Phase 2. NASA-KSC hereby leases to SPFL, and SPFL leases from NASA-KSC, for the term set forth in section 2.1 and subject to the covenants hereinafter set forth, the property located on Kennedy Space Center designated as Exploration Park Phase 2, one hundred thirty nine and one tenth (139.1) acres, more or less, as shown on the map attached hereto in Exhibit B ("**Phase 2**").

3. **2.1** **Term of the Lease.** Section 2.1 (as revised in the Second Amendment) of the Lease is hereby revised to replace the generic Phase 2 term language with the specific

Commencement Date of Phase 2. Thus, section 2.1 of the Lease is hereby deleted and replaced by the following:

> 2.1 Term of Lease. The term of this Lease for Phase 1 shall be for a period of sixty (60) years, commencing on January 1, 2009 (the "**Phase 1 Commencement Date**"), and unless sooner terminated as hereinafter provided, expiring on December 31, 2068. If SPFL elects under Article 1.1 to defer the commencement date for Phase 1-b, the term of this Lease for Phase 1-b shall commence on the date agreed to by the Parties (the "**Phase 1-b Commencement Date**") and, unless sooner terminated as hereinafter provided, expire on December 31, 2068. The Phase 1 Commencement Date and Phase 1-b Commencement Date shall generically for each Phase be referred to as the "**Commencement Date**." The term of the Lease for Phase 2 shall commence on January 1, 2016 ("**Phase 2 Commencement Date**") and, unless sooner terminated as hereinafter provided, expire on December 31, 2074._The term "Commencement Date" as applied specifically to any legally described parcel of Leased Property under this Lease shall mean the date upon which SPFL is granted a right to possess and utilize its leasehold interest thereon, and the date from which SPFL shall be obligated to pay consideration due to NASA KSC pursuant to Article 3.

4. **3.1** **Fair Market Value.** Section 3.1 of the Lease is hereby revised to include the Fair Market Value for Phase 2. The last sentence of 3.1 is hereby deleted, and the following is added at the end of Section 3.1:

> NASA-KSC and SPFL agree that the Fair Market Value of the Phase 2 property is twelve thousand and five dollars ($12,005) per acre as of the Phase 2 Commencement Date (January 1, 2016). Accordingly, the Parties agree that the Fair Market Lease Value of the Leased Property is one thousand two hundred dollars and fifty cents ($1200.50) per acre per year, or one hundred sixty seven thousand dollars ($167,000) for the first year, which value shall be escalated 2.5 percent on each anniversary of the Phase 2 Commencement Date up to and including January 1, 2045. Beginning January 1, 2046, and every January 1 for the remaining Lease term, the value shall be escalated by the amount of any increase in the cost of living reflected by the "consumer price index for all urban consumers - all items" of the Bureau of Labor Statistics of the United States Department of Labor or any future replacement index ("Index"), excluding food and fuel costs.

No other changes to Section 3.1 are made by this Amendment.

5. **3.2** **Non-monetary Consideration.** Section 3.2 is revised to include Phase 2, and to clarify that the specific onsite and offsite improvements made in Phase 2 are captured in Exhibit E. The seventh sentence, which reads as follows, is deleted in its entirety:

> If Phase 2 is implemented, the specific site and offsite improvements planned for Phase 2 and projected capital costs for design and construction shall be determined and described separately and appended to Exhibit E.

The sentence prior to that is revised to read as follows:

> The specific site and offsite improvements planned for Phase 1 and Phase 2 and the projected capital cost for the design and construction of NASA Exploration Park Improvements for Phase 1 (as allocated to each of the delineated subphases 1-a and 1-b) and Phase 2 are described in Exhibit E.

No other changes to Section 3.2 are made by this Amendment.

6. **3.4** **Cash Consideration**. Section 3.4, paragraph 1, is revised to include Phase 2, and a change that is consistent with related changes made in the Second Amendment extending the period of time for SPFL to complete non-monetary consideration in the form of permanent infrastructure improvements. Thus, the revised Section 3.4, paragraph 1, is as follows:

> 3.4 Cash Consideration. During any period that Minimum Annual Rent is paid in full or in any part by the NASA Exploration Park Improvements, or capital replacement of elements of those improvements, SPFL will pay to NASA each January 1 an amount equal to one and one- half percent (1.5%) of the previous year's gross revenue derived from the subleases of all developed sites and facilities on the applicable phase or subphase. For Phase 1, the Minimum Annual Rent shall be fully paid in advance by the non-monetary (in-kind) capital improvements provided for each phase or subphase in accordance with paragraph 3.2 until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and calculated using the nominal interest rate of four and nine-tenths percent (4.9%), equals the non-monetary consideration value provided for Phase 1, or Phase 1-a if the commencement of Phase 1-b is deferred. If the Lease of acreage delineated as Phase 1-b occurs on a Commencement Date later than the Commencement Date of Phase 1-a, then the Minimum Annual Rent for Phase 1-b shall be fully paid in advance by the non-monetary (in-kind) capital improvements attributable to that subphase until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and calculated using the nominal interest rate for 30-year U.S. Treasury Notes and Bonds published in Office of Management and Budget Circular A-94, Appendix C, in January of the year of the Phase 1-b Commencement Date, equals the non-monetary consideration value provided for Phase 1-b. Payment of Minimum Annual Rent for Phase 1 or a subphase by the non-monetary (in-kind) consideration shall be deemed to have been deferred and to have begun only as of the date SPFL conveyed to NASA-KSC title to the NASA Exploration Park Improvements for Phase 1 or the particular subphase. For Phase 2, the Minimum Annual Rent shall be fully paid in advance by the non-monetary (in-kind) capital improvements provided in accordance with paragraph 3.2 until the present value of the cumulative Minimum Annual Rent payments, as escalated pursuant to Section 3.1, and using the nominal discount rate of three and four tenths percent (3.4%) for 30-year U.S. Treasury Notes and Bonds published in Office of Management and Budget Circular A-94, Appendix C, in January of the year of the Phase 2 Commencement Date equals the non-monetary consideration value provided for Phase

2. All payments of the Minimum Annual Rent during the first forty-four (44) months following the Commencement Date for Phase 2 shall be deemed to be paid in advance with non-monetary consideration regardless of the amount of funds that have been secured by SPFL or applied to actual development, design, or construction costs associated with that Phase. Payment of Minimum Annual Rent for Phase 2 shall be due only on or after the date SPFL conveys to NASA-KSC title to the NASA Exploration Park Improvements for Phase 2 and NASA-KSC has accepted such title, as contemplated in Section 3.2 of this Lease. For future capital replacements and mutually agreed to expansions and extensions of NASA Exploration Park Improvements installed as part of Phase 1 or 2 (as contemplated in Section 3.3 of this Lease), as well as any other NASA Exploration Park Improvements to which the parties agree in the future, payment of Minimum Annual Rent by non-monetary (in-kind) consideration shall occur in the same manner and time as for Phase 1 and 2.

No other changes to Section 3.4 are made by this Amendment.

7. **3.5** **Cash Consideration Beginning January 1, 2039.** Section 3.5 of the Lease is hereby revised to include Phase 2. The title is also revised. Thus, Section 3.5 is hereby deleted and replaced by the following:

3.5 Other Cash Consideration.

For Phase 1, in addition to any other amounts due pursuant to this Article, SPFL shall pay to NASA-KSC in cash on each January 1, beginning on January 1, 2039, and thereafter until the expiration of the Lease for Phase 1 on December 31, 2068, the greater of the following two: (1) an amount equal to five percent (5%) of the gross revenue derived from the subleases of all developed sites and facilities in Phase 1 in the previous year or (2) the amount calculated for the Minimum Annual Rent.

For Phase 2, SPFL shall pay to NASA-KSC in cash on each January 1, beginning January 1, 2046, and thereafter until the expiration of the Lease for Phase 2 on December 31, 2074, the greater of the following two: (1) an amount equal to five percent (5%) of the gross revenue derived from the subleases of all developed sites and facilities in Phase 2 in the previous year or (2) the amount calculated for the Minimum Annual Rent.

8. **5.2** **Site Development Master Plan.** Section 5.2, Paragraph 1, is hereby deleted and replaced with the following paragraph to reflect the inclusion of Phase 2:

SPFL shall submit for NASA-KSC approval a Site Development Master Plan for Exploration Park Phase 1 and 2. A Conceptual Site Development Master Plan is incorporated into this Lease as Exhibit C. This exhibit will be updated upon NASA approval of a final Site Development Master Plan for Phase 1 or Phase 2, and at such times as the plan may be amended or revised by mutual agreement of the parties. Each such Site Development Master Plan shall be consistent with the previously completed Environmental Assessment (EA) for Phase 1, and the Environmental Impact Statement (EIS) for the property contained in Phase 2, addressing any mitigation required therein,

and shall show perimeter controls (if any), access points, internal roadways, structures, storm water retention or drainage, and any other site improvements.

No other changes to Section 5.2 are made by this Amendment.

9. **5.3** **NASA Site Development Permits.** Section 5.3 of the Lease is revised to remove language related to Line of Sight (LOS) restrictions which no longer apply as a result of the end of the Space Shuttle Program. Section 5.3 is revised by deleting the second sentence in its entirety.

No other changes to section 5.3 are made by this Amendment.

10. **6.2** **NASA Design Review and Approval/Construction Inspection.** Section 6.2 of the Lease is revised to reflect changes in building code compliance that will apply to the Exploration Park. Section 6.2, including the title, is hereby deleted and replaced with the following new Section 6.2:

6.2 Building Code Compliance and Certificates of Occupancy. SPFL shall engage a qualified third party under direction from the designated SPFL building official, to serve as the building inspector. The building inspector shall be licensed by the State of Florida, and the building inspector's licensee information shall be provided to NASA-KSC. The building inspector shall perform plan reviews and building inspections as specified in the Florida Building Code, and shall certify that all design and construction work complies with the Florida Building Code and any applicable NASA design standards. SPFL shall provide copies of all such certifications and plan reviews and building inspection records. Except as otherwise provided with respect to permanent improvements to NASA's real property, NASA's design review and approval and inspection of construction shall be required only for the determination of life safety code compliance of Exploration Park site infrastructure and building construction as necessary to support a certification of occupancy by the AHJ. At NASA's sole discretion, the AHJ may rely on NASA contractors, the SPFL building inspector, or another independent contractor, employed by SPFL and acceptable to the AHJ, to perform design review for code compliance and inspect construction/installation of life safety systems to support the issuance by the AHJ of a certification of occupancy.

11. **6.3** **Sustainable Design Requirements.** Section 6.3 of the Lease is revised to provide clarification for the sustainability requirements that will apply to Exploration Park. Thus, section 6.3 of the Lease is hereby deleted and replaced by the following:

6.3 Sustainable Design Requirements. All construction and operations, including subsequent renovations or alterations, within Exploration Park shall incorporate, to the greatest extent practicable, measures to conserve energy, water, and other renewable and nonrenewable resources. Landscaping practices shall maximize native plant species and compatibility with the natural conditions of Merritt Island National Wildlife Refuge. Adopted design standards must identify allowable plant species to ensure this compatibility. Construction in Exploration Park shall meet, as a minimum, the

sustainable design standards represented by one of the three sustainable rating systems identified in section 255.253, Florida Statutes, that are also identified below as NASA-approved. Rating system standards approved by NASA include United States Green Building Council Leadership in Energy and Environmental Design (LEED) NC rating system, the Green Building Initiative's (GBI) Green Globes NC rating system, and the Florida Green Building Coalition (FGBC) commercial standards. The latest released version of the selected rating system in effect at the time design work commences on a given project shall be utilized for that project. Construction shall meet, as a minimum, one of the following levels under the selected rating system: LEED Silver," FGBC "Silver," or GBI "2 Globes," unless it has been clearly demonstrated that such levels are not feasible due to the nature of the construction or planned operations, and a waiver has been granted by NASA-KSC. Each NASA Form 1509 submittal shall be accompanied by information identifying which sustainable building rating system is being followed, which rating level is being pursued, which specific track and or level within the applicable sustainable building rating system is being followed (e.g. Building Design and Construction, Commercial Building, etc.) and if certification is or is not being pursued. NASA-KSC will review the proposed level to determine whether it meets the requirements of this Section 6.3 before approving the NASA Form 1509. Certification of the project by the rating system organization is not mandatory but is strongly encouraged. In lieu of certification, a qualified third party under direction from the SPFL building official, may perform rating system verification checks during planning, design, construction and operational phases to score and certify the project using the selected rating system scorecard/checklist. Credentials for the qualified third party shall be provided to NASA-KSC. The project will be registered with the rating system agency and the scoring documentation demonstrating that the project meets the agreed upon rating level shall be provided to NASA-KSC prior to the certificate of occupancy being issued by SPFL. Appropriate credit for SPFL's Exploration Park infrastructure design and site features may be counted toward each facility project's score in determining compliance with the selected rating system.

12. **8.1** **Phase 1 Assessment Furnished to SPFL.** Section 8.1 of the Lease is revised to reflect proper nomenclature by changing "Assessment" to "Environmental Baseline Survey" to avoid future confusion with NEPA-related activity, and to incorporate Phase 2. The title of the section is also revised. Thus, section 8.1 of the Lease is hereby deleted and replaced by the following:

8.1 Phase 1 and 2 Environmental Baseline Survey Furnished to SPFL. Prior to the Commencement Date of any phase, or no later than ninety (90) days thereafter, NASA-KSC shall, at its own expense, prepare an Environmental Baseline Survey ("**EBS**") for the Leased Property, to be acknowledged and signed by representatives of NASA-KSC and SPFL. The EBS shall set forth those environmental conditions and matters affecting the Leased Property known as of the Commencement Date as determined from records of the Leased Property and the analysis reflected therein. SPFL shall not be responsible to remedy any environmental conditions and matters affecting the Leased Property that are documented in the EBS. If the EBS identifies potential soil or ground water

contamination requiring further investigation, NASA-KSC will perform such investigations and append the findings to the EBS.

13. **8.6** **Phase 1 Assessment to NASA-KSC.** Section 8.6 of the Lease is revised to reflect proper nomenclature by changing "Assessment" to "Environmental Baseline Survey" and to avoid future confusion with NEPA-related activity, and to incorporate Phase 2. The title of the section is also revised. Thus, section 8.6 of the Lease is hereby deleted and replaced by the following:

> 8.6 Phase 1 and 2 EBS Furnished to NASA-KSC. Upon completion of the restoration of the Leased Property pursuant to Article 11, SPFL shall prepare, at its own expense, and submit to NASA-KSC, an updated Phase 1 and 2 EBS to be acknowledged and signed by representatives of NASA-KSC and SPFL. The Phase 1 and 2 EBS documents shall set forth those environmental conditions and matters affecting the Leased Property known as of the restoration date, based on all known activities that have occurred at the Leased Property, as well as information contained in the records of the Leased Property and the analysis reflected therein. NASA-KSC may require sampling of soil and/or surface and ground water to verify environmental conditions. SPFL shall not be obligated to remedy any environmental conditions and matters affecting the Leased Property that are not a result of SPFL's or Tenant's Activities on the Leased Property. SPFL shall be liable for and required to remedy any environmental conditions and matters affecting the Leased Property that are found to be a result of SPFL's or Tenant's Activities on the Leased Property.

14. **9.1** **General.** Section 9.1 of the Lease is hereby revised to delete language associated with pricing policy methodology that is no longer current. Thus, Section 9.1 is revised by deleting the last sentence in its entirety.

No other changes to Section 9.1 are made by this Amendment.

15. **14.1** **Method**. Section 14.1 of the lease is hereby revised by changing the principal points of contact for the Parties as follows:

NASA-KSC:

Mario Busacca
Chief, Spaceport Planning
Center Planning and Development
John F. Kennedy Space Center, NASA
Mail Code: AD-A
Kennedy Space Center, FL 32899
(Voice) 321-867-8456
(Fax) 321-861-7946

E-mail: mario.busacca@nasa.gov

SPFL:

Jim Kuzma
Chief Operating Officer
505 Odyssey Way, Suite 300

Exploration Park, FL 32953
(Voice) 321-730-5301 x243
(Fax) 321-730-5307

E-mail: jkuzma@spaceflorida.gov

Desiree Mayfield
Contracts Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
(Voice) 321-730-5301 x237
(Fax) 321-730-5307

E-mail: dmayfield@spaceflorida.gov

No other changes are made to Section 14.1 by this Amendment.

16. **14.2 Close Calls and Mishaps.** Section 14.2 of the Lease is hereby revised to reference the most current NASA-KSC policy for Close Calls and Mishaps. Thus, section 14.2 of the Lease is hereby deleted and replaced by the following:

> 14.2 Close Calls and Mishaps. SPFL shall comply with Chapter 7: Mishaps and Close Calls of Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, KSC Safety Procedural Requirements for Partner Organization's Operating in Exclusive-Use Facilities.

17. **Exhibit C.** Exhibit C is revised to reflect a more current Phase 1 Site Development Master Plan, as well as the Proposed Phase 2 Site Development Master Plan. This revised Exhibit C replaces Exhibit C in its entirety.

18. **Exhibit E.** Exhibit E is revised to reflect the actual costs to date of the non-monetary consideration provided by SPFL for Phase 1, and the estimated costs for the non-monetary consideration to be provided by SPFL for Phase 2. Also included are payment schedules for both Phase 1 and Phase 2. The revised Exhibit E replaces Exhibit E in its entirety.

EXHIBIT C

Site Development Master Plan

Phase 1 Site Development Master Plan

Phase 2 Proposed Site Development Master Plan

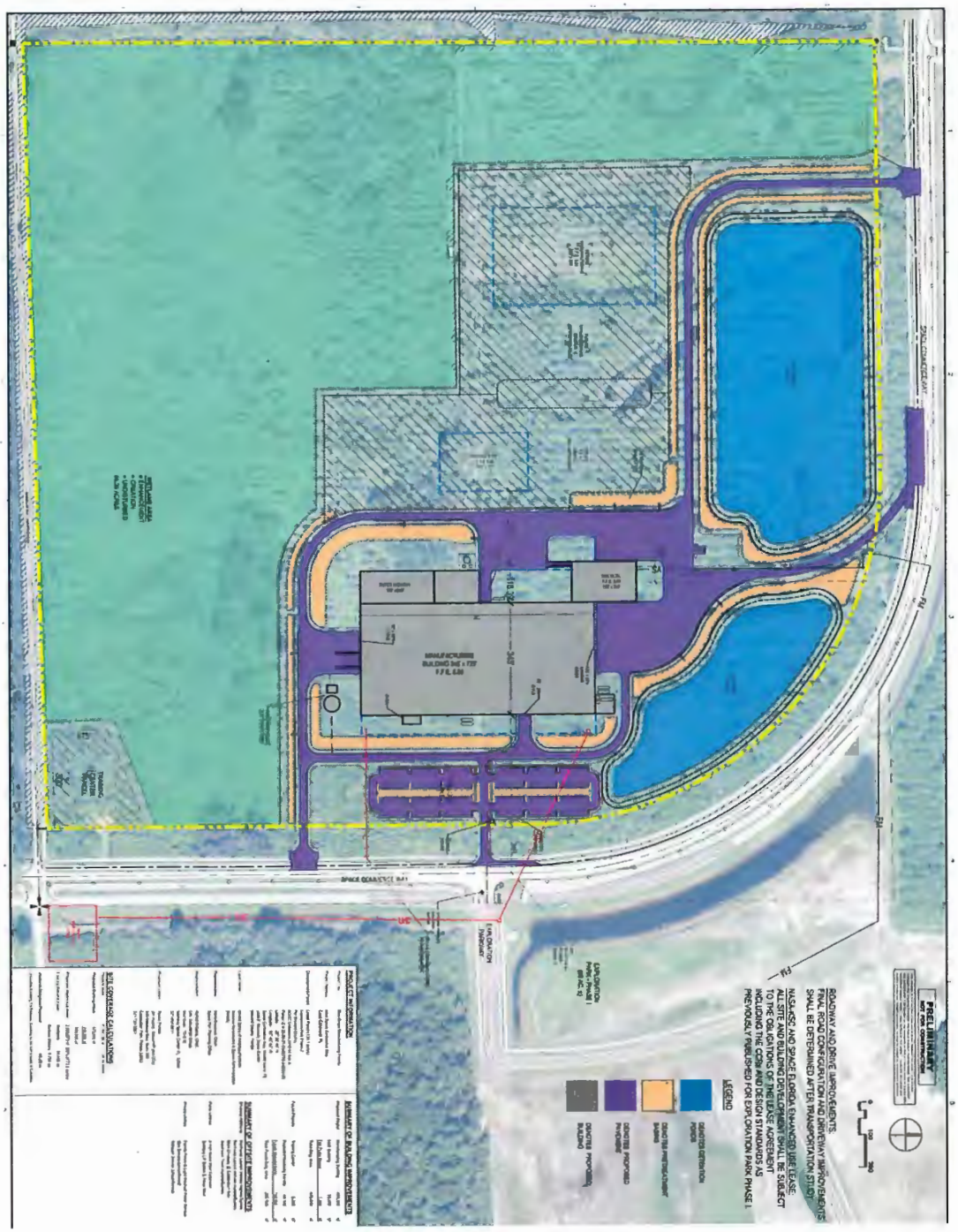


EXHIBIT E

Description of Nonmonetary Consideration

Exploration Park Phase 1a and 1b

The table provides the description of identified required infrastructure improvements to NASA's real property, and the actual "in-kind" value to NASA as nonmonetary consideration based upon the Site Development Master Plan (Exhibit C). The actual costs include only the specific design, engineering, construction, and related permitting expenses for discrete systems and facilities which all together comprise the NASA Exploration Park Improvements.

CATEGORY	DESCRIPTION	ACTUAL "IN-KIND" VALUE
Site Fill	Ground Improvement Structures	$1,317,491
Transportation	Roads, Security Fencing & Walls, Sidewalks, Exterior Street Lighting, and Exterior Signage	$1,351,923
Utilities	Electrical & Communication Duct Work, Distribution Systems, Sewer & Industrial Waste Line, and Water Distribution Pipeline	$3,217,722
Drainage	Storm Sewer	$1,000,259
Total Phase 1a and 1b		**$6,887,395**

EXHIBIT E Cont.

Exploration Park Phase 1a and 1b Payment Schedule (Actuals)

LEASE PAYMENTS vs. IN-KIND - (DEFERRED-PAYMENTS)

< Calculations based on Beginning Date of 2009>

Escalation rate: 2.5%
Discount Rate: 4.9%

PROPOSED LEASE PAYMENTS			PAYMENT DUE AFTER IN-KIND CREDIT	IN-KIND CONSIDERATION	
NPV of Payments =		$ 12,228,467	$ 5,341,071	PV of In-Kind =	$ 6,887,396
Pmt.#	Year	Lease Pmt. Due (w/o In-Kind)	Resulting ACTUAL Payment	In-Kind Credit Applied	NPV of Applied Credit: $ 6,887,396
1	2009	$ 391,000	-	$ 391,000	
2	2010	400,775	-	400,775	
3	2011	410,794	-	410,794	
4	2012	421,064	-	421,064	
5	2013	431,591	-	431,591	
6	2014	442,381	-	442,381	
7	2015	453,440	-	453,440	
8	2016	464,776	-	464,776	
9	2017	476,396	-	476,396	
10	2018	488,305	-	488,305	
11	2019	500,513	-	500,513	
12	2020	513,026	-	513,026	
13	2021	525,852	-	525,852	
14	2022	538,998	-	538,998	
15	2023	552,473	-	552,473	
16	2024	566,285	-	566,285	
17	2025	580,442	-	580,442	
18	2026	594,953	-	594,953	
19	2027	609,827	-	609,827	
20	2028	625,072	-	625,072	
21	2029	640,699	-	640,699	
22	2030	656,717	-	656,717	
23	2031	673,134	-	673,134	
24	2032	689,963	56,101	633,861	
25	2033	707,212	707,212	-	
26	2034	724,892	724,892	-	
27	2035	743,014	743,014	-	
28	2036	761,590	761,590	-	
29	2037	780,630	780,630	-	
30	2038	800,145	800,145	-	
31	2039	820,149	820,149	-	
32	2040	840,653	840,653	-	
33	2041	861,669	861,669	-	
34	2042	883,211	883,211	-	
35	2043	905,291	905,291	-	
36	2044	927,923	927,923	-	
37	2045	951,121	951,121	-	
38	2046	974,899	974,899	-	
39	2047	999,272	999,272	-	
40	2048	1,024,254	1,024,254	-	
41	2049	1,049,860	1,049,860	-	
42	2050	1,076,106	1,076,106	-	
43	2051	1,103,009	1,103,009	-	
44	2052	1,130,584	1,130,584	-	
45	2053	1,158,849	1,158,849	-	
46	2054	1,187,820	1,187,820	-	
47	2055	1,217,516	1,217,516	-	
48	2056	1,247,954	1,247,954	-	
49	2057	1,279,152	1,279,152	-	
50	2058	1,311,131	1,311,131	-	
51	2059	1,343,910	1,343,910	-	
52	2060	1,377,507	1,377,507	-	
53	2061	1,411,945	1,411,945	-	
54	2062	1,447,244	1,447,244	-	
55	2063	1,483,425	1,483,425	-	
56	2064	1,520,510	1,520,510	-	
57	2065	1,558,523	1,558,523	-	
58	2066	1,597,486	1,597,486	-	
59	2067	1,637,423	1,637,423	-	
60	2068	1,678,359	1,678,359	-	
	TOTAL:	$ 53,172,712	$ 40,580,339	$12,592,372	

(Important: These totals contain different-year dollars & are meaningless when compared to other totals.)

EXHIBIT E Cont.

Exploration Park Phase 2

This table provides the description of identified infrastructure improvements to NASA's real property, and the estimated "in-kind" value to NASA as nonmonetary consideration based upon the Proposed Site Development Master Plan (Exhibit C). The estimated costs include only the specific design, engineering, construction, and related permitting expenses for discrete systems and facilities which all together comprise the NASA Exploration Park Improvements.

CATEGORY	DESCRIPTION	ESTIMATED "IN-KIND" VALUE
Site Fill	Erosion & Sediment Control, Clearing & Grubbing, Material Removal/Disposal/Backfill, Grading, Trenching, Wetland Plantings, and Design & Permit Cost	$6,808,415
Transportation	Paving & Roadway Improvements	$,137,500
Utilities	Water Main Extension, Sewer Lift Station, Sewer Force Main	$625,000
Drainage	Dewatering, Storm Piping, Precast Structures, Overflow Weirs	$701,250
Total Estimate for Phase 2		**$8,272,165**

EXHIBIT E Cont.

Exploration Park Phase 2 Estimated Payment Schedule

LEASE PAYMENTS vs. IN-KIND - (DEFERRED-PAYMENTS)

Escalation rate: 2.5%

Discount Rate: 3.40%

In-Kind = ON & OFF-SITE

PROPOSED LEASE PAYMENTS			PAYMENT DUE AFTER IN-KIND CREDIT	IN-KIND CONSIDERATION	
NPV of Payments =		$ 7,477,329	$ -	PV of In-Kind =	$ 8,272,165
Pmt.#	Year	Lease Pmt. Due (w/o In-Kind)	Resulting ACTUAL Payment	In-Kind Credit Applied	NPV of Applied Credit: $ 7,477,329
1	2016	$ 167,000	-	$ 167,000	
2	2017	171,175	-	171,175	
3	2018	175,454	-	175,454	
4	2019	179,841	-	179,841	
5	2020	184,337	-	184,337	
6	2021	188,945	-	188,945	
7	2022	193,669	-	193,669	
8	2023	198,511	-	198,511	
9	2024	203,473	-	203,473	
10	2025	208,560	-	208,560	
11	2026	213,774	-	213,774	
12	2027	219,118	-	219,118	
13	2028	224,596	-	224,596	
14	2029	230,211	-	230,211	
15	2030	235,967	-	235,967	
16	2031	241,866	-	241,866	
17	2032	247,912	-	247,912	
18	2033	254,110	-	254,110	
19	2034	260,463	-	260,463	
20	2035	266,975	-	266,975	
21	2036	273,649	-	273,649	
22	2037	280,490	-	280,490	
23	2038	287,502	-	287,502	
24	2039	294,690	-	294,690	
25	2040	302,057	-	302,057	
26	2041	309,609	-	309,609	
27	2042	317,349	-	317,349	
28	2043	325,283	-	325,283	
29	2044	333,415	-	333,415	
30	2045	341,750	-	341,750	
31	2046	350,294	-	350,294	
32	2047	359,051	-	359,051	
33	2048	368,027	-	368,027	
34	2049	377,228	-	377,228	
35	2050	386,659	-	386,659	
36	2051	396,325	-	396,325	
37	2052	406,233	-	406,233	
38	2053	416,389	-	416,389	
39	2054	426,799	-	426,799	
40	2055	437,469	-	437,469	
41	2056	448,406	-	448,406	
42	2057	459,616	-	459,616	
43	2058	471,106	-	471,106	
44	2059	482,884	-	482,884	
45	2060	494,956	-	494,956	
46	2061	507,330	-	507,330	
47	2062	520,013	-	520,013	
48	2063	533,013	-	533,013	
49	2064	546,339	-	546,339	
50	2065	559,997	-	559,997	
51	2066	573,997	-	573,997	
52	2067	588,347	-	588,347	
53	2068	603,056	-	603,056	
54	2069	618,132	-	618,132	
55	2070	633,585	-	633,585	
56	2071	649,425	-	649,425	
57	2072	665,661	-	665,661	
58	2073	682,302	-	682,302	
59	2074	699,360	-	699,360	
	TOTAL:	$ 21,993,752	$ -	$21,993,752	

(Important: These totals contain different-year dollars & are meaningless when compared to other totals.)

Except as expressly modified herein, all other terms of the original Enhanced Use Lease, as amended, shall remain in full force and effect, and the Parties hereby ratify and confirm the Lease as amended hereby.

NASA-KSC and SPFL have signed this Amendment at the place and on the dates specified adjacent to their signatures below.

NASA-KSC:
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an agency of the United States of America

Witness Name: HEIDI M. Culp

Witness Name:

By:
Robert D. Cabana
Director, John F. Kennedy Space Center

Date: 16 DEC 2015

SPFL:
SPACE FLORIDA, an independent special district and subdivision of the State of Florida

Desiree Mayfield

Witness Name: Desiree Mayfield

Witness Name: Peter Eggert

By:
Howard Haug
Executive Vice President & Treasurer

Date: DECEMBER 23, 2015