

SUBLEASE AGREEMENT NO.:_____

by and between

SPACE FLORIDA

and

AOS FLORIDA LLC, a Florida limited liability company

for the

SPACECRAFT INTEGRATION FACILITY

at

EXPLORATION PARK PHASE 1 AT KENNEDY SPACE CENTER

dated as of

[_____]

List of Attachments and Schedules

Attachments

- A Enhanced Use Lease KCA-4222 for Exploration Park between NASA and Space Florida Including Amendments 1, 2 and 3
- B Sketch and Legal Description of Exploration Park Phase 1
- C Sketch and Legal Description of the Parcel
- D Non-Disclosure Agreement No.: 16-064 among Space Florida Airbus Oneweb Satellites LLC, Airbus DS Satnet LLC, and WorldVu Development, LLC for Project Sabal
- E 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
- F Guaranty of Sublease
- G Financing Component of Base RentH Common Areas affecting the Parcel
- I Site Plan of the Parcel and Phase I Premises
- J Leases
- K Tenant's Factory Requirements for Facility Requirements and Specifications
- L Form of Memorandum of Occupancy Date
- M Form of Recordable Memorandum of Lease

Schedules

- Schedule 1 Final Plans and Specifications
- Schedule 2 List of Stormwater and Dredge and Fill Permits

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THIS SUBLEASE AGREEMENT NO.: _____ (as amended from time to time, and together with all attachments and schedules hereto, this “*Sublease*”), is entered into as of _____, 2017 (the “*Effective Date*”), between **SPACE FLORIDA**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida (“*Landlord*”), whose address is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and AOS Florida, LLC] a limited liability company organized and existing under the laws of Florida (“*Tenant*”), having an office and place of business at 1400 Key Boulevard, Arlington, VA 22209. Capitalized terms not defined at their first use shall have the meanings ascribed to them in Section 1 of this Sublease.

Whereas, Landlord is leasing certain real property commonly known as “Exploration Park” from the National Aeronautics and Space Administration, an Agency of the United States, John F. Kennedy Space Center, Kennedy Space Center Florida (“*NASA*”) under the NASA John F. Kennedy Space Center Enhanced Use Lease, KCA-4222, as amended, (the “*NASA Lease*”), a copy of which is attached hereto as **Attachment A**.

Whereas, a portion of the area of land leased to Landlord under the NASA Lease includes the Phase I Premises identified in **Attachment B** which consists of Phase 1 of Exploration Park at Kennedy Space Center, Florida (the “*Phase I Premises*”);

Whereas, Tenant is establishing its spacecraft integration business operations in Florida through the construction of a site at Exploration Park which will be used for purposes of satellite design, manufacture, assembly, integration, testing, delivery and sale (the “*Project*”);

Whereas, in connection with the Project, Landlord and the sole member of Tenant, Airbus OneWeb Satellites LLC, a Delaware limited liability company (the “*Guarantor*”), entered into the Spacecraft Integration Facility Project Term Sheet 16-063 (the “*Term Sheet*”), dated February 19, 2016, under which the Guarantor, subject to the terms of said Term Sheet, committed to (i) invest over \$80 million in new construction and high-value equipment and tooling in the State of Florida and (ii) create at least 250 jobs by the end of calendar year 2020, with annual average wages of \$85,000, plus benefits;

Whereas, in connection with the Project and consistent with the terms of the Term Sheet and the NASA Lease, the parties desire that Landlord will sublease to Tenant that portion of the Phase I Premises more specifically defined herein as the Parcel;

Whereas, in connection with the Project and consistent with the terms of the Term Sheet and the NASA Lease, Landlord will, for the benefit of Tenant, design and construct (or cause to be designed and constructed), on the Parcel, a manufacturing facility and related Improvements to be known as the “Spacecraft Integration Facility”, including Buildings, the Final Assembly Lines and other Improvements to be designed and constructed by the Landlord in accordance with this Sublease (together with any Improvements on the Parcel now existing, but excluding any Tenant-Owned Improvements, the “*Parcel Improvements*”);

Whereas, in connection with the Project and consistent with the terms of the Term Sheet and the NASA Lease, the design and construction of the Parcel Improvements will be paid for as follows: (i) an amount not to exceed \$17,500,000 pursuant to a grant anticipation loan from SunTrust Bank (“**SunTrust**”) to Landlord (the “**SunTrust Financing**”), to be repaid from the proceeds of a certain FDOT Financial Assistance Grant Agreement, FM No. 435322-1-94-01 and 434862-1-94-01, and (ii) the remainder by Tenant pursuant to Section 49 below (the “**Tenant Funding**”);

;

Whereas, in connection with the Project and consistent with the terms of the Term Sheet and the NASA Lease, the parties desire that Tenant will sublease from Landlord the Parcel and the Parcel Improvements, and that Tenant will be permitted to use the Common Facilities in accordance with and pursuant to the terms and conditions hereinafter set forth (the Parcel, the Parcel Improvements and the rights to use the Common Facilities in accordance with and pursuant to the terms and conditions of this Sublease are collectively the “**Leased Property**”);

Whereas, consistent with the NASA Lease and consistent with the immunity from ad valorem taxation of Landlord’s leasehold interest in Exploration Park, NASA and/or Landlord will retain both legal and equitable title to the Leased Property, including without limitation the Parcel Improvements that Landlord designs and constructs (or causes to be designed and constructed) under this Sublease, and Tenant will possess no indicia of ownership, as follows:

- (a) Tenant will have no right to perpetual renewal of this Sublease;
- (b) The Leased Property leased hereunder to Tenant shall be leased for a term that is materially less than 99 years;
- (c) At the end of the Term all the rights to the property revert to the Landlord and Tenant must surrender occupancy of the Leased Property;
- (d) At the end of the Term, Tenant will have no right to acquire title to the Leased Property and has no right to purchase the property, either at fair-market value or for nominal consideration;
- (e) Landlord does not hold legal title of the Leased Property merely as security for a debt or other obligation of the Tenant;
- (f) Tenant has no right to sell, assign, convey, or transfer any of the Leased Property, except as may be set forth in this Sublease;
- (g) Tenant has no right to make substantial alterations to the Leased Property, except as may be set forth in this Sublease;
- (h) Tenant has the duty to maintain the Leased Property and the Tenant-Owned Improvements, to obtain and maintain insurance, and pay property taxes and assessments (if any) thereon;
- (i) Landlord and NASA will retain the right to inspect the Leased Property and the Tenant-Owned Improvements from time to time, and to ensure and demand that levels of maintenance and repair are consistent with standards set in the Sublease, subject to the terms and conditions of this Sublease;
- (j) Tenant’s utilization of the Leased Property and the Tenant-Owned Improvements are subject to NASA regulations, which include without limitation security controls requiring specified access credentials during extraordinary circumstances, such as hostile acts, warfare, major accidents or natural disaster; and

- (k) Tenant otherwise has no “perpetual dominion” over, or equitable ownership of, the Leased Property;

Whereas, Tenant’s spacecraft integration business to be conducted at Exploration Park is designed to support the promotion of aerospace business development, the purpose for which Landlord was established, formed, and created by Section 331.302 of the Florida Statutes, and will also assist in achieving Landlord’s stated mission of fostering a business climate and environment in Florida that encourages the development of Florida’s position as a global leader in aerospace research, investment, exploration and commerce.

Whereas, prior to the Effective Date, the following conditions to the parties’ entering into this Sublease have been satisfied:

- (a) Landlord has received NASA’s written approval regarding (i) this Sublease; (ii) Tenant; and (iii) Tenant’s Permitted Use, as required under the NASA Lease, which approval shall be deemed to be NASA’s written consent to be bound by the terms of Section 11 of this Sublease;
- (b) Landlord has furnished Tenant with a survey (the “*Survey*”) and the same has been deemed acceptable to Tenant, which Survey: (i) sets forth an accurate description of the Parcel; (ii) locates all existing Improvements and easements and rights-of-way (setting forth the book and page number of the recorded instruments creating the same), alleys, streets and roads; (iii) shows any encroachments upon or by the Parcel; (iv) shows all dedicated public streets providing access to the Parcel; and (v) is prepared in conformity with current minimum standard detail requirements for land title surveys of the American Land Title Association and the American Congress on Surveying and Mapping;
- (c) Tenant has obtained an unconditional commitment to issue a policy of title insurance insuring Tenant’s leasehold interest hereunder subject only to the terms and conditions of the NASA Lease and this Sublease, the CCRs, matters disclosed by the Survey, and other easements, covenants, conditions and restrictions of record that are acceptable to Tenant;
- (d) Tenant is satisfied with its investigation of the physical condition of the Parcel;
- (e) Tenant has obtained all permits and approvals necessary for the construction and installation of the Tenant-Owned Improvements on terms and conditions reasonably satisfactory to Tenant and has obtained satisfactory commitments for the financing of the cost thereof;
- (f) NASA and Landlord have given such consent and other assurance concerning the NASA Lease, this Sublease or other matters, including the NASA Sublease SNDA, as Tenant or SunTrust may reasonably require;
- (g) Landlord has closed on and obtained the proceeds of the SunTrust Loan;
- (h) All utilities needed by Tenant are available in the right of way adjacent to the Parcel in capacities reasonably sufficient for the conduct of Tenant’s Permitted Use on the Parcel;
- (i) The Parcel has legal access pursuant to a contiguous, paved public roadway.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

For purposes of this Sublease, the following terms shall have the following meanings:

(a) “**Advance Funding Trust Agreement**” means that certain agreement by the same title entered into by and between the Landlord and the Guarantor prior to the Effective Date relating to the Project and its funding, as from time to time amended and restated, and which is being terminated and superseded in its entirety by this Sublease, as provided in Section 49 below.

(b) “**Base Rent**” shall have the meaning ascribed to such term at Section 6 and includes the Financing Component, the Parcel Use Fee and the Costs and Fees Component.

(c) “**Building**” or “**Buildings**” shall mean the manufacturing building and other out-buildings and related Improvements for each to be used for the Spacecraft Integration Facility and to be constructed by Landlord on the Parcel in accordance with the Facility Requirements and Specifications (and, upon approval, the Final Plans and Specifications) and in accordance with the Legal Requirements.

(d) “**CCRs**” shall mean the Declaration of Covenants, Conditions and Restrictions approved by NASA, and recorded in the Public Records of Brevard County, Florida, in Official Record Book 6708, Page 2174, along with all future amendments or modifications to same. The CCRs will serve as non-governmental land-use controls for Exploration Park.

(e) “**Common Area**” means that portion of the Phase I Premises which has been designated by NASA and/or Landlord as being subject to an easement or established as a reserve for the common use and enjoyment of the lessees in Exploration Park within Phase I Premises, and expressly includes each Common Facility located within any such portion of the Phase I Premises. The Common Areas affecting the Parcel are shown on the survey of the Parcel attached hereto as **Attachment H**. [Sec. 1.01(g), CCRs].

(f) “**Common Facility**” or “**Common Facilities**” means each facility or facilities located within a Common Area, which is constructed and operated for the common use and enjoyment of the lessees in Exploration Park within the Phase I Premises including, without limitation, entryway structures and signage, roads (including sidewalks, islands, lighting, signs and landscaping within each easement or area for a road), water and sewer lines, mains and manholes (other than laterals serving an individual parcel), utility lines maintained by a person or entity other than the Tenant, other lessees in Exploration Park, or a property owner’s association formed in accordance with the CCRs, and not located either in a dedicated right-of-way or in an easement held by the utility company (other than lateral lines serving an individual parcel), and storm sewer retention ponds, drainage pipes, outlet control structures, swales and other storm drainage facilities. [Sec. 1.01(h), CCRs].

(g) “**Common Maintenance Costs**” means the costs and expenses reasonably necessary or appropriate for the property owner’s association and/or Landlord to maintain the operating condition and attractive appearance of each Common Facility and Common Area, including, without limitation, the cost of all maintenance, repair, and replacement of all or any part of each Common Facility and Common Area, the payment of any real estate taxes imposed on the Common Facilities and Common Areas, all costs related to the landscaping and mowing associated with any Common Area and any other expense reasonably necessary or appropriate for the satisfactory operation of each Common Facility and Common Area. Common Maintenance Costs will not include the initial cost of constructing a Common Facility. [Sec. 1.01(i), CCRs].

(h) “**Construction Fund**” shall have the meaning ascribed to such term in Section 3(a).

(i) “**Costs and Fees Component**” is that certain component of Base Rent as further described in Section 6.

(j) “**Default Rate**” shall mean the greater of (i) the rate from time to time announced as the “prime rate” by the Wall Street Journal or, if the Wall Street Journal ceases to announce a “prime rate” or ceases publication, then by such other financial publication as the parties may reasonably agree on, plus 4% per annum, and (ii) the default rate of interest applicable under the SunTrust Financing. If the Default Rate as calculated pursuant to the definition hereof shall be a rate of interest that is prohibited as usurious under applicable Legal Requirements, then the Default Rate shall be reduced to the highest rate permitted under applicable Legal Requirements.

(k) “**Design Build Agreement(s)**” means the Standard Form of Agreement Between Owner and Design-Builder (AIA Document A141 – 2014) entered into or to be entered into between Landlord and Hensel Phelps for the design and construction of the Building(s) and the contract entered between Landlord and Latecoere Services for the design and construction of the Final Assembly Lines in accordance with the Facility Requirements and Specifications and, after approval, the Final Plans and Specifications.

(l) “**Design Standards**” means the design standards set forth in the Cape Canaveral Spaceport Development Manual.

(m) “**Exploration Park**” means Exploration Park Phases 1 and 2 as defined and contemplated in the NASA Lease.

(n) “**Facility Requirements and Specifications**” shall mean the mutually approved requirements, plans and specifications for the design and construction of the Building(s), Final Assembly Lines, and other Parcel Improvements which shall be based upon the Design Standards, the Design Build Agreement(s), and the applicable requirements specified in the Factory Requirements provided by Tenant attached hereto as **Attachment K**, and which shall all be subject to the requirements of the CCRs, the NASA Lease and all applicable Legal Requirements.

(o) “**Final Assembly Lines**” means the two manufacturing lines to be designed and constructed by Landlord in accordance with the Facility Requirements and Specifications (and, upon approval, the Final Plans and Specifications) and in accordance with the Legal Requirements. For the avoidance of doubt, such manufacturing lines shall be included in the definition of Parcel Improvements.

(p) “**Final Plans and Specifications**” shall mean the parties’ approved final plans and specifications for the design and construction of the Parcel Improvements to be made in accordance with the Facility Requirements and Specifications, as agreed by the parties and attached hereto as **Schedule 1** following the Effective Date and prior to the Occupancy Date.

(q) “**Financing Component**” is that certain component of Base Rent as further described in Section 6.

(r) “**Guarantor**” means Airbus OneWeb Satellites LLC, a Delaware limited liability company.

(s) “**Guaranty**” means the Guaranty of Sublease set forth in **Attachment F** delivered by Guarantor to Landlord in connection with the Sublease.

(t) “**Hazardous Material(s)**” has the meaning provided in Section 8.2 of the NASA Lease.

(u) “**Improvement**” means any structure or man-made change to the natural condition of the Phase I Premises, whether above or below the surface of the land, including, without limitation any NASA Exploration Park Improvements, buildings, driveways, sidewalks, walls, fences, parking areas, service areas, loading areas, utilities, signs, landscaping, exterior lighting, roads, screen walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs and poles. [Sec. 1.01(l), CCRs].

(v) “**Initial Term**” shall begin on the Occupancy Date and shall be for thirty (30) years.

(w) “**Leased Property**” shall have the meaning ascribed to such term in the Recitals.

(x) “**Leasehold Mortgage**” shall have the meaning ascribed to such term in Section 14.

(y) “**Legal Authority**” means any federal, state, county, municipal, or other government or governmental or quasi-governmental department, commission, board, bureau, court, agency, or instrumentality (including NASA) having jurisdiction or authority over Landlord, Tenant and/or all or any part of the Parcel or Exploration Park.

(z) “**Legal Requirements**” means any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, rule, injunction, franchise, permit, certificate, license authorization, registration, development order, or other direction or requirement of any Legal Authority, the NASA Lease, the CCRs and any other recorded documents encumbering Exploration Park, which are now or in the future applicable to the Tenant-Owned Improvements, the Leased Property, and Tenant’s operations thereon, including those not within the present contemplation of the parties, including Environmental Laws, as defined in the NASA Lease.

(aa) “**Name and Address of Landlord for Notices**” means the Landlord at Space Florida, 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, Attn: Todd Romberger, tromberger@spaceflorida.gov (321-730-5301, x-104) and Desiree Mayfield, contracts@spaceflorida.gov (321-730-5301, x-237), or such other name and address as Landlord may advise Tenant from time to time.

(bb) “**Name and Address of Tenant for Notices**” means the Tenant at Airbus OneWeb Satellites LLC, 1970 Michigan Avenue, Building E., Cocoa, Florida 32922, with a copy to brian.holz@airbus-oneweb.com, and with copy to Ellen M. Macfarlane, at emm@macfar.com, or such other name and address as Tenant may advise Landlord from time to time.

(cc) “**Name and Address of SunTrust for Notices and Payment**” means _____, or such other name and address as Landlord or SunTrust may advise Tenant from time to time.

(dd) “**NASA Exploration Park Improvements**” means the infrastructure improvements which may be located on the Parcel and/or on the Phase I Premises and which are required to provide utility services, roadway intersections and improvements thereto, or other real property improvements necessary to enable development of the Parcel and as defined in Section 3.2 of the NASA Lease.

(ee) “**NASA Lease**” means the Enhanced Use Lease KCA-4222, as amended currently and from time to time, for Exploration Park between NASA and Space Florida and attached hereto as **Attachment A**, including three existing amendments thereto.

(ff) “**NASA Sublease SNDA**” means the subordination and nondisturbance agreement to be entered into between NASA and Tenant with respect to this Sublease.

(gg) “**Occupancy Date**” has the meaning set forth in Section 3(d).

(hh) “**Operating Costs**” means the reasonably necessary or appropriate costs and expenses (other than Common Maintenance Costs) of a property owner’s association and/or Landlord for the operation of Exploration Park for the purposes set forth in this Sublease and the CCRs, and includes, without limitation, the cost of public liability insurance, officers and directors’ insurance, casualty insurance for improvements constituting a part of any Common Facility, and the costs of hiring or retaining employees, independent contractors and legal, accounting and other professional advisors in connection with the property owner’s association and/or Landlord’s performance of its obligations under this Sublease or under the CCRs. [Sec. 1.01(e), CCRs].

(ii) “**Parcel**” shall mean Parcels D and F of the Phase I Premises, consisting of 492,228 square feet (11.3 acres), as more particularly depicted in **Attachment C**, together with access to a public right of way if the Parcel is not contiguous to a public right of way, and easements for utility, drainage, retention and detention facilities.

(jj) “**Parcel Improvements**” shall have the meaning ascribed to such term in the Recitals.

(kk) “**Parcel Use Fee**” is that certain component of Base Rent as further described in Section 6.

(ll) “**Permitted Use**” shall mean (i) satellite design, manufacture, assembly, integration, testing, delivery and sale, or (ii) any other aerospace activity within Landlord’s statutory charter or Section 331.302 of the Florida Statutes, as revised from time to time (to the extent such revisions do not further limit the Permitted Use), which is approved by Landlord, and no other use or purpose.

(mm) “**Phase I Premises**” shall have the meaning ascribed to such term in the Recitals.

(nn) “**Renewal Term**” shall mean each of five ten-year periods immediately following the expiration date of the Initial Term or the then-subsequent Renewal Term.

(oo) “**Site Plan**” shall mean the site plan of the Parcel and the Phase I Premises, attached hereto as **Attachment I**.

(pp) “**Subsequent Financing**” shall mean any additional or subsequent financing or refinancing of the cost of the design and construction of the Parcel Improvements or Tenant-Owned Improvements obtained at Tenant’s request in accordance with this Sublease.

(qq) “**Substantially Completed**” has the meaning set forth in Section 3(d).

(rr) “**SunTrust Financing**” has the meaning ascribed to such term in the Recitals.

(ss) “**Tenant Funding**” has the meaning ascribed to such term in the Recitals.

(tt) “**Tenant-Owned Improvements**” shall mean Improvements to be constructed and owned by Tenant on the Parcel pursuant to Section 3(f) hereof, but the for avoidance of doubt shall not include any Parcel Improvements or any Improvements which constitute NASA Exploration Park Improvements as defined in Section 3.2 of the NASA Lease.

(uu) “**Term**” shall mean the Initial Term and each Renewal Term, if applicable.

2. **SUBLEASE.**

(a) Subject to and upon the terms herein set forth, Landlord subleases to Tenant and grants to Tenant the right to use, and Tenant subleases from Landlord and accepts the right to use, the Leased Property. Tenant acknowledges that Landlord is not the fee simple owner of the Parcel, and that Landlord’s leasehold interest in the Parcel is subject and subordinate to the terms and conditions of the NASA Lease and that this Sublease is subject and subordinate to the terms and conditions of the NASA Lease, as affected by the terms of the NASA Sublease SNDA.

(b) Tenant agrees that it has the duty to comply with all requirements and restrictions of the NASA Lease applicable to the Leased Property and the Tenant-Owned Improvements as if Tenant was the lessee thereunder, at no cost to the Landlord, except that Tenant will have no obligation to pay any Minimum Annual Rent or cash consideration, as such terms are defined or used in the NASA Lease, or other consideration payable to NASA under the NASA Lease, except as provided in this Sublease. In the event of conflict between the provisions of the NASA Lease and this Sublease, the NASA Lease shall govern and the Tenant shall comply with such provisions to the extent applicable to the Parcel. If Tenant fails to comply with any requirements and restrictions of the NASA Lease applicable to the Parcel, and such violation causes additional sums to be paid by Landlord to NASA under the NASA Lease, Tenant shall reimburse Landlord such sums promptly upon request.

(c) The Parcel consists of vacant, undeveloped land with available utility and municipal services. Tenant accepts the Parcel “AS-IS” and acknowledges that, except as otherwise expressly provided in this Sublease, Landlord has made no covenant, representation or warranty of any kind, express or implied, with regard to the physical or other suitability of any of the Leased Property for the Permitted Use. [Sec. 1.3 NASA Lease].

(d) Landlord represents, warrants and covenants that: (i) fee title to the Parcel is in NASA and that Landlord has a valid leasehold interest in the Parcel pursuant to the NASA Lease, which is unmodified except as included in the copy of the NASA Lease attached hereto, and is in full force and effect; (ii) the Parcel is free and clear of all exceptions, liens, encumbrances, easements or rights of way which may interfere with the construction, maintenance and operation of the Parcel Improvements during the term of this Sublease; (iii) Landlord has not leased any other portion of the Phase I Premises to any third party except pursuant to the leases listed and described on **Attachment J**; (iv) Landlord is in material compliance with all Legal Requirements affecting the Parcel, and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute non-compliance with, or require a clean-up or other response action under, such Legal Requirements, and Landlord has received no notice of and no communication with respect to, the violation of, or any response obligation under, any such Legal Requirements; (v) Landlord will not take or consent to any action that would have the effect of prohibiting or materially interfering with the use of the Parcel for the Project; (vi) there are no condemnation proceedings of any kind pending or, to Landlord’s knowledge, threatened, with respect the Parcel or any portion thereof; (vii) there is no action suit or proceeding or investigation pending, or, to

Landlord's knowledge, threatened by or before any agency, court or other governmental authority related to the Parcel or the operation thereof; and (viii) to the Landlord's knowledge the Parcel is free of Hazardous Material as defined in the NASA Lease.

(e) Without limiting any of Landlord's rights following an event of default and except as may be otherwise required under the NASA Lease, Landlord shall not, without the prior written consent of Tenant, agree to the termination of the NASA Lease or to the modification of the NASA Lease in any manner which would have a material adverse effect on Tenant's rights and interests under this Sublease.

3. IMPROVEMENTS.

(a) Landlord shall, in a good and workmanlike manner, and in compliance with all Legal Requirements, construct the Parcel Improvements in accordance with the Facility Requirements and Specifications and, after approval thereof, in accordance with the Final Plans and Specifications, and shall pay the cost thereof from the proceeds of the SunTrust Financing and the Tenant Funding (collectively, the "**Construction Fund**"). Neither the Facility Requirements and Specifications nor, after approval, the Final Plans and Specifications shall be modified or amended without the prior written consent of Landlord and Tenant, which consent both parties agree to give reasonably, provided that no modification shall be required if the same would violate the requirements of the CCRs or the NASA Lease, and provided further that the cost thereof (if any) can be paid either from the Construction Fund or from funding the Tenant then agrees, at its sole option, to provide for that purpose. Landlord shall not amend the Design Build Agreement(s) without Tenant's prior written consent and shall not give any approval with respect to any item under the Design Build Agreement(s) unless Tenant has approved such item in writing. Landlord and Tenant have executed and delivered that certain Appointment Agreement dated August 31, 2016, which provides that Tenant may exercise the rights and perform the duties of owner's representative under the Design Build Agreement(s) so that Tenant can ensure the quality and timeliness of the construction of the Parcel Improvements it will be leasing hereunder.

(b) From time to time, the parties may agree to additional restrictions, requirements and/or covenants applicable to the Parcel Improvements. In such event, such agreements shall be evidenced through one or more separate agreements to be executed by the parties and which will be subject to all requirements and restrictions of this Sublease.

(c) In order to access and have use of the Parcel, Tenant may make Improvements which constitute NASA Exploration Park Improvements as defined in Section 3.2 of the NASA Lease. In the event that Tenant does construct Improvements that NASA determines to be NASA Exploration Park Improvements, NASA will determine the "in-kind" value of the completed improvements, and to the extent such in-kind value offsets rent payable by the Landlord under the NASA Lease the amount of the in-kind value will be applied likewise, as a credit, against Tenant's Base Rent payments in the same amounts and at the same times as credits are applied against rents payable by the Landlord, provided, however, that no such credit will be applicable against the Financing Component of Base Rent. Landlord will endeavor to obtain an estimate from NASA of the amount of such credit prior to the date the parties agree on the Final Plans and Specifications. The parties may prepare an addendum to this Sublease to itemize the completed NASA Exploration Park Improvements and the "in-kind" value as determined by NASA. Base Rent (other than the Financing Component of Base Rent) shall continue to be credited from time-to-time if Tenant constructs additional NASA Exploration Park Improvements as determined by NASA. At NASA's direction, the Improvements for which NASA allows "in-kind" value that results in credits against Base Rent (but not the Financing Component of Base Rent) shall be conveyed to NASA, all as required by Section 3.2 of the NASA Lease.

(d) Landlord shall deliver the Leased Property to Tenant, and Tenant shall be obligated to accept delivery of the Leased Property and shall have the right to occupy and use the Leased Property for the Permitted Use, on the date that all of the following conditions have been satisfied (such date is the “**Occupancy Date**”):

- i. The manufacturing Building has been Substantially Completed in accordance with the Final Plans and Specifications;
- ii. A certificate of occupancy/use has been issued pursuant to the NASA Lease for the manufacturing Building;
- iii. Tenant has obtained a written certificate of Landlord’s architect or other third party acceptable to Tenant certifying to Tenant, and Tenant is otherwise satisfied, that (a) the manufacturing Building has been Substantially Completed in accordance with the Final Plans and Specifications, (b) is structurally sound and meets Tenant’s performance standards as specified in the Factory Requirements, (c) contains no hazardous or toxic materials at levels not permitted under applicable Legal Requirements; and (d) is otherwise in compliance with all applicable Legal Requirements;

A Building shall not be considered as having been “**Substantially Completed**” until only mechanical adjustments or minor details of construction (“**Punch List Items**”) remain to be completed which do not prevent Tenant from performing the work necessary to construct the Tenant-Owned Improvements. When Landlord considers the a Building to be Substantially Completed and Landlord is prepared to deliver the Leased Property to Tenant with all of the foregoing conditions satisfied, the parties shall make an inspection of the Leased Property. If the inspection discloses any item, excluding Punch List Items, which is not in accordance with the requirements of the Final Plans and Specifications, Landlord shall correct such items before the Building shall be deemed to be Substantially Completed. At such time as the parties determinate that a Building is in fact Substantially Completed, the parties shall together prepare the list of any Punch List Items. Landlord shall complete the Punch List items within 30 days of Substantial Completion of such Building (the “**Punch List Completion Period**”), in such a manner as not to unreasonably interfere with Tenant’s construction of the Tenant-Owned Improvements.

(e) After the Punch List Completion Period has expired, Punch List Items or other deficiencies shall be corrected by the Tenant, using the warranties assigned under subsection (i) below, or funds (if any) then remaining in the Construction Fund, or such other funding as the Tenant in its sole discretion may elect then to provide to pay the cost thereof.

(f) Landlord shall allow the Tenant and its agents and contractors to enter the Parcel on or after the Effective Date as reasonably required for purposes of the construction or installation of the approved Tenant-Owned Improvements and for purposes of Tenant’s exercise of its rights and performance of its duties under the Appointment Agreement. Notwithstanding the foregoing, any presence or activity on the Parcel by Tenant or its agents and contractors prior to the Occupancy Date shall be subject to Tenant’s compliance with any and all requirements of the Design Build Agreement(s) and the Appointment Agreement. Additionally, any presence or activity on the Parcel by Tenant or its agents and contractors for purposes of the construction or installation of the approved Tenant-Owned Improvements prior to the Occupancy Date shall require Tenant to have obtained the insurance required under Section 16(b) of this Sublease, as if the Initial Term commenced on the date of Tenant’s first access.

(g) If amounts in the Construction Fund are insufficient to complete construction of the Parcel Improvements, or to correct Punch List Items or other deficiencies in the Parcel Improvements, or if Tenant desires to make material modifications to the Project in excess of the funds available in the Construction Fund, the Tenant shall determine in its sole discretion how it will provide the needed additional funding. If and when requested by the Tenant, the Landlord shall use commercially reasonable efforts to obtain financing for such completion of construction or correction of deficiencies, and the Financing Component of Base Rent shall be adjusted accordingly. For the avoidance of doubt, the parties agree that the Landlord is not liable for costs of construction and correction of Punch List Items and other deficiencies in excess of amounts available in the Construction Fund.

(h) After the Occupancy Date, Landlord shall furnish Tenant with record drawings, in format acceptable to Tenant, for the Buildings, including underground utilities, and Operations and Maintenance Manuals in accordance with Volume 2, Chapter 1, Section 2.6 of the Cape Canaveral Spaceport Development Manual; and

(i) Promptly following the Substantial Completion of the manufacturing Building, Landlord shall deliver to Tenant Landlord's executed assignment documents pursuant to which all warranties existing with respect to the construction of the manufacturing Building are duly assigned to Tenant. Promptly following the Substantial Completion of any other buildings or other Parcel Improvements to be designed and constructed by Landlord under this Sublease, Landlord shall deliver to Tenant Landlord's executed assignment documents pursuant to which all warranties existing with respect to the construction of such Parcel Improvements are duly assigned to Tenant.

4. TERM.

This Sublease shall be and continue in force during a period beginning on the Effective Date and continuing during the Initial Term and shall automatically renew on the same terms and conditions for each Renewal Term unless Tenant provides Landlord with written notice referencing this Section 4 at least twelve (12) months prior to the start of the Renewal Term that Tenant has elected not to renew this Sublease. A Memorandum of Occupancy Date in the form of **Attachment L** hereto will be executed by Landlord and Tenant within ten days after the Occupancy Date. A recordable Memorandum of Lease in the form of **Attachment M** hereto will be executed by Landlord and Tenant and recorded by Landlord immediately after the Effective Date.

5. USE.

(a) Landlord and Tenant agree that prior to the Effective Date, the Permitted Use was approved by NASA. [Sec. 12.2(a) NASA Lease]. The Leased Property and the Tenant-Owned Improvements shall be used in a manner consistent with the Permitted Use and for no other use or purpose whatsoever. Any use of or on the Leased Property or the Tenant-Owned Improvements other than for the Permitted Use will be a Tenant event of default that entitles Landlord to all remedies available under this Sublease in accordance with the terms of Section 20. No changes to the Permitted Use are valid unless and until prior written approval is received from NASA and Landlord. Tenant shall not use or permit the use of the Leased Property or the Phase I Premises for any purpose that is illegal, not consistent with the Permitted Use, or prohibited by Section 4.4 of the NASA Lease.

(b) If NASA determines that any aspect of Tenant's activities on or with respect to the Leased Property and/or the Phase I Premises, including without limitation the Permitted Use, constitutes a significant threat to any ongoing space launch or landing operation, NASA shall have the right in accordance with the NASA Lease to order an immediate, temporary cessation of such activity,

and Tenant shall comply with such order. Such order shall not give rise to a claim for constructive eviction or rent abatement, and Landlord shall incur no liability to Tenant as a result thereof. [Sec. 4.4 NASA Lease]. As provided in the terms of the NASA Lease, NASA does not anticipate that the normal day-to-day operations of tenants in Exploration Park for uses approved by NASA will create an impact on ongoing space launch and landing operations. [Sec. 5.4 NASA Lease].

6. BASE RENT AND REIMBURSEMENT OF OUT-OF-POCKET EXPENSES.

At the times indicated below, Tenant shall pay to the Landlord the following sums:

- (a) **Base Rent.** The Tenant shall pay to or on behalf of Landlord the Base Rent described in this Sublease, subject to adjustment as provided herein and subject in all instances to the terms of Section 42. Base Rent includes the following components:
- i. the debt service and any and all other amounts payable by Landlord under and in connection with the SunTrust Financing or any Subsequent Financing (the “**Financing Component**”), which component of Base Rent shall be paid on the dates and in such amounts due thereunder, which Tenant specifically acknowledges will be due and payable without regard to the Occupancy Date. Such payments shall be made directly to Landlord at the Name and Address of Landlord for Notices, provided that if [Conversion due to FDOT Grant Funding Failure] occurs under the SunTrust Financing, then (x) the Financing Component of Base Rent shall be paid to SunTrust at Name and Address of SunTrust for Notices and Payment,, and (y) Landlord hereby collaterally assigns to SunTrust the right to receive the Financing Component of the Base Rent so long as any portion of the SunTrust Financing remains unpaid;
 - ii. a payment attributable to the Tenant’s use of the Parcel (the “**Parcel Use Fee**”), which component of Base Rent shall be paid to the Landlord in equal monthly installments of \$40,656.00, commencing on the first day of the first full calendar month following the Occupancy Date and thereafter on each first day of each full or partially completed calendar month during the Term;
 - iii. all of those costs and fees more specifically described below (collectively, the “**Costs and Fees Component**”), which component of Base Rent shall be paid to the Landlord and shall accrue and shall be payable as follows:
 - a. During the Term of this Sublease, Tenant shall pay quarterly, in advance to the Landlord, a pro-rata share (which Landlord and Tenant hereby agree to be 33.23%) of (i) Common Maintenance Costs, and (ii) Operating Costs. Landlord shall notify Tenant of the pre-payment amount at least thirty (30) days prior to the due date for each payment.
 - b. During the Term of this Sublease, Tenant shall be responsible for all quarterly pre-payments to Landlord for all utilities and services for the Parcel which Landlord shall use to provide pre-payment to NASA under the terms of the Fully Reimbursable Space Act Agreement (the “**RSAA**”), a copy of which is attached hereto as **Attachment E**. Landlord shall notify Tenant of the pre-payment amount at least thirty (30) days prior to the due date of each payment. At all times and to the extent practicable, at either Tenant’s or Landlord’s election, Landlord shall provide a separate meter or submeter for the Parcel, in which case

Tenant shall contract directly with the provider for such metered utility service and will not be obligated to make quarterly pre-payments to Landlord for such service. To the extent permissible under the RSAA, Tenant may contract for and receive utilities and services directly from the provider.

- c. It is intended that the Base Rent payable hereunder be net to Landlord. Accordingly, Tenant shall pay all other fees and costs incurred directly by Landlord or billed to Landlord which are payable in connection with the SunTrust Financing, or in connection with the construction of the Parcel Improvements, or in connection with Tenant's use or occupancy of the Leased Property and/or the Phase I Premises, or in connection with any Subsequent Financing. Landlord shall invoice Tenant for such fees or costs, and the same shall be included in the Costs and Fees Component of the Base Rent.

(b) **Adjustment of Base Rent.** At Tenant's request, Landlord shall from time to time use commercially reasonable efforts to obtain Subsequent Financing, and upon the effectiveness of any such financing the Financing Component of Base Rent shall be equitably adjusted.

(c) **Project Cost Reimbursements.**

As contemplated by the Term Sheet, in addition to Base Rent Tenant shall reimburse Landlord for all out-of-pocket expenses incurred by it in the course of negotiating and executing the Term Sheet, this Sublease, the SunTrust Financing, and the other agreements contemplated by the Term Sheet. Such expenses include, but are not limited to, attorneys' fees and other expenses uniquely benefitting the Project or required in connection with the SunTrust Financing. Tenant shall also reimburse Landlord for other out-of-pocket expenses that uniquely benefit the Tenant and its spacecraft integration business operations and incurred by Landlord from time to time, such as consulting and engineering fees, design and engineering costs, site-preparation costs, permitting costs, and other costs ancillary to the Project, the Leased Property, and the Tenant's spacecraft integration business.

Reimbursement for such costs shall be made no later than 60 days after closing the SunTrust Financing and may be made, at the Tenant's option, from the proceeds of the SunTrust Financing or by direct payment from Tenant to the Landlord. Thereafter, if and when Landlord incurs additional such out-of-pocket expenses, Tenant shall reimburse Landlord within 60 days of receipt of an itemized invoice therefor. If Tenant terminates this Sublease for any reason, all such outstanding out-of-pocket expenses, if any, to be reimbursed under this subsection shall be reimbursed by Tenant to Landlord no later than ten business days after Tenant's delivery of its notice of termination or ten days after Landlord delivers to Tenant its itemized invoice for all such unpaid expenses, whichever is later.

(d) **Payment of Base Rent.**

Base Rent for the Term of this Sublease shall be payable in advance at the Name and Address of Landlord for Notices as set forth herein, or at such other place as Landlord may designate in writing (or, with respect to the Financing Component, to SunTrust at the Name and Address of SunTrust for Notices and Payment as specifically required under Section 6(a)(i)). In the event that the Occupancy Date shall commence on any day other than the first day of a calendar month, the Base Rent for the partial month shall be prorated to reflect the actual number of days the Parcel was subject to this Sublease. All Base Rent shall be paid in lawful money of the United States of America without deduction, offset, prior notice or demand. Monthly amounts paid by or on behalf of Tenant as Base Rent shall first be applied to

Tenant's outstanding obligations for the Financing Component.

(e) ***Payment of Financial Component Unconditional Obligation.***

The obligations of the Tenant to pay the Financing Component described above shall be absolute and unconditional and with no right of setoff. Until the SunTrust Financing has been paid in full, the Tenant (i) will not suspend or discontinue any payments provided for in paragraph (a) for any reason and (ii) will not terminate this Sublease for any cause, including, without limiting the generality of the foregoing, failure of the Landlord to complete the Project, termination of the NASA Lease, failure of the Landlord's rights or interests thereunder or its title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Florida or any political subdivision of either thereof, or any failure of the Landlord to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Sublease or the SunTrust Financing documents.

7. TAXES.

(a) Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon all fixtures, equipment and personalty, leasehold improvements, leasehold interests, equipment, stock-in-trade and other personal property in, or placed in or on the Leased Property. Any such taxes included in Landlord's tax bills and paid by Landlord shall be due and payable within thirty (30) days after billings therefor are rendered to Tenant by the Landlord

(b) It is acknowledged by the parties hereto that the Landlord's leasehold interest in Exploration Park under the NASA Lease is immune from ad valorem taxation ("***Property Taxes***"), and the real property and personal property owned by Landlord or NASA in Phase 1 and Phase 2 of Exploration Park is either exempt or immune from Property Taxes. Landlord will in good faith work with Tenant to assist Tenant with obtaining applicable exemptions from Property Taxes for Tenant's leasehold interest in the Leased Property, including submission of letters to county appraisers and appeal or other review of any appraiser's decision. However, if the Leased Property or the Tenant's leasehold interest therein is or becomes subject to Property Taxes, or if the county property appraiser determines all or part of the Leased Property to be taxable for any reason, the Tenant shall pay all such taxes timely and in full and shall not allow them to become delinquent.

(c) If the Tenant's leasehold interest is or becomes subject to sales tax, Tenant shall pay timely to Landlord, as an additional cost, if and as required by Florida law, at all times during the Term, sales tax on the leasehold interest hereunder at the rate prescribed by Florida or local law from time to time. Landlord shall timely remit, or cause to be remitted, such sales tax to the State of Florida as required by law.

(d) Notwithstanding the foregoing, if Tenant determines in good faith that any charge or assessment payable by it pursuant to this Section 7 shall be invalid, excessive or unenforceable, in whole or in part, Tenant may protest against and contest the validity, amount or enforceability thereof. If Tenant contests any such charge or assessment, it shall pay all amounts claimed to be owing and thereafter comply with all requirements of law as to the conditions precedent to making any such contest, and Tenant shall prosecute such contest diligently and in good faith, and Landlord shall promptly make

available all documents as are reasonably requested by Tenant in good faith in furtherance of such contest provided that such documents are not confidential. Any such contest, whether before or after payment, may be made (i) in the name of Tenant, or (ii) in the name of Landlord with Landlord's prior written consent, which consent may be withheld, conditioned, denied or delayed in Landlord's sole and absolute discretion. All costs and expenses incurred by Landlord in connection with any contest initiated hereunder shall be paid by Tenant.

8. REPAIRS, MAINTENANCE AND REPLACEMENT.

(a) Landlord shall not be obligated to maintain the Leased Property during the Term or any renewal hereof unless such maintenance is required due to the gross negligence or willful act of Landlord, its agents, employees, contractors, licensees or invitees. Tenant agrees, at its sole cost and expense, to maintain, repair, and replace all of the Leased Property in a good state of repair and to keep the Leased Property in a reasonably clean, neat and orderly condition. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair, maintenance and replacement of the Buildings and the Final Assembly Lines, all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also includes all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and on the Parcel. Repairs will be made using substantially the same or similar quality of materials and supplies as originally used and approved. Subject to applicable notice and cure provisions hereunder, if any repairs required to be made by Tenant hereunder are not made when required, Landlord may at its option and upon not less than twenty (20) business days' notice, make such repairs without liability to Tenant for any loss or damage which may result to its furnishings, fixtures and equipment or to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, the cost of such repairs plus interest at the simple rate of four percent (4%) per annum, such interest to accrue continuously from the date payment is due from Tenant to Landlord until complete repayment by Tenant.

(b) Tenant agrees to (i) maintain all heating, air conditioning equipment, fire detection and suppression systems, or (ii) keep in force a maintenance agreement (subject to Landlord's reasonable approval) on some or all such equipment and systems and provide a copy of said maintenance agreement(s) to the Landlord, which maintenance agreement shall require a semi-annual inspection of such equipment and systems, and (at Landlord's request) furnish Landlord semi-annually with written certifications by the company performing said inspections that such equipment and systems are in good repair.

(c) Tenant shall, at its expense, and during the Term, operate and maintain the Leased Property in a manner consistent with the Facility Requirements and Specifications.

(d) Tenant will provide all of the maintenance and repair services required under this Sublease (i) in a timely, safe and proficient manner, when and as requested by Landlord or its representatives, (ii) in accordance with applicable standards of the CCR's and Cape Canaveral Spaceport Development Manual (iii) consistent with all Legal Requirements and all applicable manufacturers' standards, and (iv) utilizing sufficient and properly trained personnel and equipment. If Tenant substantially or materially adversely fails to provide such services in accordance with these requirements and the other conditions of this Sublease, and Tenant has been provided with notice of such default and has been given a reasonable opportunity to cure such default, Landlord, in addition to all of the rights and remedies available to it at law, in equity or otherwise herein, shall have the right to immediately perform such services and charge Tenant for the same, plus interest at the simple rate of four percent (4%) per

annum, such interest to accrue continuously from the date payment is due from Tenant to Landlord until complete repayment by Tenant.

(e) Tenant may, if it determines in good faith that any Legal Requirements applicable to Tenant as a result of this Sublease are invalid, unenforceable or unduly burdensome in whole or in part, protest against and contest the validity or enforceability thereof. If Tenant contests any such Legal Requirements, it shall comply with all requirements of law as to the conditions precedent to making any such contest, and Tenant shall prosecute such contest diligently and in good faith, and Landlord shall promptly make available all documents as are reasonably requested by Tenant in good faith in furtherance of such contest provided that such documents are not confidential. Any such contest, whether before or after payment, may only be made (i) in the name of Tenant, or (ii) in the name of Landlord with Landlord's prior written consent, which consent may be withheld, conditioned, denied or delayed in Landlord's sole and absolute discretion. All costs and expenses incurred by Landlord in connection with any contest initiated hereunder shall be paid by Tenant. Notwithstanding the foregoing, this subparagraph does not apply to any Legal Requirements under the NASA Lease, the CCR's, and any other contracts or other instruments to which the Landlord is a party, and Tenant agrees not to contest such Legal Requirements for any reason without Landlord's prior written consent, which consent may not be unreasonably withheld.

9. ALTERATIONS BY TENANT.

(a) Tenant shall not make or allow to be made any substantial alterations or Improvements to the Leased Property without (i) first obtaining the written consent of Landlord in each such instance, which consent shall not be unreasonably withheld, and (ii) complying with the requirements in the CCRs, to the extent applicable. Tenant shall provide Landlord with all information reasonably requested by Landlord in determining whether to grant its consent, including, without limitation, all plans and specifications. For purposes of this paragraph, the term "substantial alterations" shall mean work on the Leased Property that would require a building permit if governed by the City of Titusville building code.

(b) In connection with any alterations or Improvements to be constructed by Tenant, Tenant shall: (i) acquire all applicable governmental permits; (ii) furnish Landlord with copies of such permits upon request; and (iii) comply with all conditions of any permits and with other Legal Requirements and all provisions of this Sublease applicable to such alterations and Improvements in a prompt and expeditious manner. Notwithstanding the foregoing, Landlord shall obtain and maintain the stormwater and dredge and fill permits which are listed on **Schedule 3**. Tenant shall be responsible for ensuring that its contractor and subcontractors comply at all times with the NASA Lease and all Legal Requirements in connection with any alterations and improvements by Tenant, and Tenant shall ensure that any such work performed does not interfere with or disturb any other tenants of the Phase I Premises. Once commenced, alterations and improvements shall be prosecuted continuously, in good faith and with due diligence until completed.

(c) Upon Landlord's request, following completion of any alterations or improvements, Tenant shall promptly furnish Landlord with all Building and Building 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. 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*. [Sec. 6.1, NASA Lease].

10. ENVIRONMENTAL COMPLIANCE REQUIREMENTS. [Sec. 8.5 NASA Lease].

(a) To Landlord's knowledge, (i) the Leased Premises are free of Hazardous Materials at levels which would be violative of applicable Legal Requirements, and (ii) the Leased Premises are in material compliance with all other applicable Legal Requirements. Landlord has provided Tenant with a copy of a Phase I and environmental baseline survey conducted with respect to the Phase I Premises.

(b) Tenant shall comply with the NASA Lease and all Legal Requirements with respect to the Leased Property, the Tenant-Owned Improvements and the Phase I Premises, and in that connection, Tenant shall:

- i. neither cause nor permit a release or threatened release of Hazardous Materials onto the Leased Property and/or Phase I Premises as a result of any intentional or unintentional act or omission on the part of Tenant, its employees, agents or invitees;
- ii. comply with all Legal Requirements related to Hazardous Materials and with the requirements of the NASA Lease regarding Hazardous Materials;
- iii. conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions on, from, or affecting the Leased Property and/or the Phase I Premises in accordance with such Legal Requirements and to the reasonable satisfaction of Landlord;
- iv. upon the expiration or termination of this Sublease, remove, remediate and deliver the Leased Property and the Phase I Premises to Landlord free of all Hazardous Materials, such obligation to survive any expiration or earlier termination of this Sublease;
- v. defend, indemnify, and hold harmless NASA, Landlord, NASA's and Landlord's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants', engineers' and attorneys' fees (including fees for the services of paralegals and similar persons), consultant fees, investigation and laboratory fees, court costs, and litigation expenses before trial or administrative hearing, at trial or administrative hearing, and all appellate levels), arising out of, or in any way related to (a) the presence, disposal, release, or threatened release, by or caused by Tenant, its employees, agents or invitees, of any Hazardous Materials affecting the soil, water, air, vegetation, buildings, improvements personal property, persons, animals or otherwise at Exploration Park, including without limitation the Leased Property and/or the Phase I Premises (any of the foregoing, "**Tenant-Introduced Hazardous Materials**"); (b) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to Tenant-Introduced Hazardous Materials; (c) any lawsuit brought, threatened, or settled related to Tenant-Introduced Hazardous Materials; and/or (d) any violation of the NASA Lease or Legal Requirements by Tenant related in any way to Tenant-Introduced Hazardous Materials;
- vi. cooperate, at its own expense, with any program, report or monitoring implemented

by NASA or Landlord to ensure compliance with Legal Requirements related to Hazardous Materials, and Tenant shall allow representatives from NASA and/or Landlord access to inspect the Leased Property, the Tenant-Owned Improvements and the Phase I Premises, with reasonable notice and subject to compliance with Tenant's safety rules, for purposes of ensuring such compliance.

Tenant shall be responsible obtaining, at Tenant's cost and expense, any permits relating to Tenant's use of the Leased Property or the environmental condition of the Leased Property during the Term. Tenant shall notify Landlord at the Name and Address of Landlord for Notices and the NASA-KSC Environmental Program Office (at the following address: NASA KSC Environmental Program Branch, Mail Stop: SI-E2, Kennedy Space Center, FL 32899, Attention: Harold Williams, 321-867-8411, harold.g.williams@nasa.gov) immediately to report (a) the release by Tenant of any Hazardous Materials in violation of the NASA Lease or any Legal Requirements or (b) any activity or event that results in a violation by Tenant of the NASA Lease or any Legal Requirements related to Hazardous Materials, including, without limitation, any environmental permits held by NASA, Landlord or any tenant in Exploration Park. Such notification shall include detailed information regarding the event, and Tenant shall cooperate in providing all additional information requested by Landlord or NASA. Tenant shall be responsible for all costs and expenses related Tenant-Introduced Hazardous Materials at Exploration Park, including without limitation all costs related to the disposal of any Tenant-Introduced Hazardous Materials. Tenant must obtain an EPA ID and dispose of its own hazardous wastes. Tenant may not use NASA's centralized systems for the handling, treatment, storage and disposal of solid and hazardous wastes.

(c) The Landlord acknowledges that: notwithstanding the fact that contamination of the Phase I Premises may be hereafter discovered on the Phase I Premises, which contamination was not disclosed by the Phase I environmental assessment(s) from time to time performed, the Tenant may still attempt to prove that the Tenant did not cause such contamination and/or that such contamination is not caused by Tenant-Introduced Hazardous Materials; the lack of disclosure by the Phase I assessments shall not be conclusive of the fact that the Tenant did cause such contamination; and the Tenant will not be obligated to cease operations, restore the Leased Property or indemnify the Landlord and NASA or their officers, directors, employees and agents, if Tenant did not cause such contamination.

(d) All indemnification obligations of Tenant under this Section 10 shall survive termination or expiration of this Sublease.

11. ENTRY BY LANDLORD AND NASA.

(a) Tenant acknowledges that NASA and Landlord have the right (but not the obligation) to enter the Leased Property without prior notice to Tenant at any time for reasons that NASA or Landlord determines constitute an emergency requiring an immediate response, as determined by NASA or Landlord in their sole discretion, and at any other time upon reasonable prior written notice to Tenant as required for the protection of Exploration Park and NASA or Landlord's property therein, on and subject to the terms and conditions set forth in the NASA Lease. If Landlord receives notice from NASA that NASA intends to enter the Leased Property, Landlord shall provide such notice to Tenant; however, Landlord is not liable to Tenant if it does not receive such notice from NASA, and Landlord's failure to provide such notice or Tenant's failure to receive such notice shall not in any way impair or limit NASA's right of entry.

(b) Landlord shall have no liability for any acts or omissions of NASA. Any claim against

NASA for liability for property damage to, or personal injuries in, the Leased Property or the Phase I Premises as a result of NASA's entry thereon shall be determined pursuant to the Federal Tort Claims Act, 28 U.S.C. §1346, *et seq.* [Sec. 4.6 NASA Lease].

(c) Landlord acknowledges that Tenant will be conducting confidential space flight business operations on the Parcel, and Landlord shall be bound by the terms of the Non-Disclosure Agreement attached hereto as **Attachment D**, and shall cause its employees and agents to comply with all protections for trade secrets then under Florida law, including without limitation Chapter 688 of Florida Statutes and Sections 331.326, 812.081, and 815.045 of Florida Statutes.

12. SURRENDER OF OCCUPANCY OF IMPROVEMENTS; RESTORATION OF THE PARCEL.
[Article 11, NASA Lease].

(a) **General Requirements.** On or before the expiration of this Sublease, or upon its earlier termination following a default by Tenant, Landlord may elect (i) for Tenant to surrender to Landlord occupancy of the Leased Property, or (ii) for all Tenant-Owned Improvements, all fixtures, all equipment, the Building and any other Parcel Improvements except for the NASA Exploration Park Improvements, which are made by Tenant on or to the Parcel, whether temporary or permanent in character, to be removed and properly disposed of by Tenant, and for Tenant to restore the Parcel to a cleared, graded condition or to a condition satisfactory to Landlord, in each case in accordance with the requirements of the NASA Lease, within a reasonable time after such expiration or termination of this Sublease. Tenant hereby represents, warrants and covenants that any equipment financing lender of Tenant shall have agreed to and acknowledged the requirements set forth in this Section 12.

(b) **Surrender of Occupancy of Improvements to Landlord.** In the event that Landlord elects for Tenant to surrender to Landlord occupancy of the Leased Property, Tenant shall pay Landlord the costs of or make such repairs reasonably necessitated to bring the Leased Property into compliance with applicable building codes so that Landlord can relet the Leased Property, but in no event shall the amount payable by Tenant exceed what would be the cost to put the Parcel or the Parcel Improvements in the condition required by Section 12(a)(ii) above (the "**Demolition Cost**"), plus any amounts payable by Tenant as a result of Tenant's breach of its obligations under this Sublease. Tenant shall pay the Landlord within thirty (30) days after receiving a copy of any written invoices any reasonable sum which may be expended by Landlord in accomplishing the repair of the Leased Property pursuant to this section of this Sublease, not to exceed the Demolition Cost plus any amounts payable by Tenant as a result of Tenant's breach of its obligations under this Sublease. This subsection of this Sublease shall survive the termination of this Sublease with respect to any repair related costs.

(c) **Restoration of the Parcel.** In the event that Landlord elects for Tenant to restore the Leased Property pursuant to Section 12(a)(ii) above, should Tenant fail or neglect to remove said property and restore the Parcel within a reasonable time, then at the option of Landlord, the fixtures, equipment, and property of Tenant and any other Tenant-Owned Improvements shall either become the property of the United States or the property of Landlord without compensation to Tenant therefor, or Landlord may cause such property to be removed at the expense of Tenant, and Tenant shall have no claim for damages against the United States, Landlord its officers, or agents on account of such removal and restoration work. Tenant shall pay the Landlord within thirty (30) days after receiving a copy of any written invoices any reasonable sum which may be expended by Landlord in accomplishing the restoration of the Parcel pursuant to this section of this Sublease. This subsection of this Sublease shall survive the termination of this Sublease with respect to any restoration related costs.

(d) **NASA Exploration Park Improvements.** The permanent improvements to the

Phase I Premises defined as the NASA Exploration Park Improvements for which title has been transferred to NASA shall not be removed or damaged during the restoration activities required by this Section 12. Tenant shall be responsible for coordinating the planning and implementation of restoration activities to protect NASA's property up to points of interconnection with the Parcel Improvements.

13. ASSIGNMENT AND SUBLEASES.

(a) Except as permitted in Section 14, Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Sublease or any interests therein, and shall not sublease the Leased Property or any part thereof, or any right or privilege appurtenant thereof, or allow any person (the employees, agents, servants, customers, vendors, third party suppliers and invitees of Tenant excepted) to occupy or use the Leased Property or any part thereof, without the prior written consent of Landlord and NASA, which consent may be withheld in Landlord's and NASA's sole discretion. [Sec. 12.1, NASA Lease]. Any assignment, transfer, mortgage, pledge, hypothecation or encumbrance of this Sublease in violation of the requirements of this Section 13 shall be void.

(b) If Landlord and NASA do consent, Tenant acknowledges that it shall remain liable under this Sublease, the transferee expressly shall assume Tenant's obligations under this Sublease, and the transferee shall be jointly and severally liable with Tenant and the Guarantor under the Sublease, and Guarantor shall acknowledge and ratify its continuing liability to Landlord under the Guaranty.

(c) In the event Landlord is dissolved by an act of the Florida Legislature, this Sublease shall be assigned to NASA. [Last sentence -- Sec. 12.4, NASA Lease].

14. LEASEHOLD MORTGAGE.

(a) *Leasehold Mortgage.*

In connection with (i) the SunTrust Financing if [Conversion due to FDOT Grant Funding Failure] occurs, or (ii) any Subsequent Financing, Tenant may pledge and grant a mortgage or other security interest in its leasehold interest and related rights created by this Sublease as security for Tenant's obligations to pay the Financing Component of the Base Rent, but only as permitted, limited, conditioned, and restricted in this Section 14 (the "*Leasehold Mortgage*"). Except as expressly provided in this Section 14, under no circumstances may Tenant pledge, lien, mortgage, or otherwise encumber any property of NASA or any property of the Landlord, whether real or personal, including specifically (but not limited to) any of the Leased Property and/or the Phase I Premises.

In connection with the foregoing, Tenant will, at its sole cost and expense, execute, deliver and cause or permit to be recorded or filed, the Leasehold Mortgage, subject to the following terms and conditions:

- i. at the time the Leasehold Mortgage is executed and delivered, there shall exist no default or no circumstances which, with the passage of time or giving of notice, or both, would be the basis for a default by Tenant under this Sublease;
- ii. the Leasehold Mortgage shall not encumber or affect the fee simple interest in the Leased Property, Landlord's interest hereunder, or Landlord's reversionary interest and estate in and to the Leased Property and the Phase I Premises or any part thereof;
- iii. Landlord shall have no liability whatsoever for payments of amounts secured by the Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the holder thereof (the "*Mortgagee*") shall not be

- entitled to seek any damages or other amounts against Landlord for any or all of those amounts;
- iv. the Leasehold Mortgage shall provide that, if an event of default under the Leasehold Mortgage has occurred and is continuing and the Mortgagee gives notice of such event of default to Tenant, then the Mortgagee shall give notice of such default to Landlord in the manner provided in Section 25 hereof, and notice to Landlord shall be delivered either simultaneously or promptly after the Mortgagee gives notice to Tenant;
 - v. subject to the terms of this Sublease and except as otherwise specified herein, all rights acquired by the Mortgagee under the Leasehold Mortgage shall be subject and subordinate to all provisions of this Sublease and to all rights of Landlord under this Sublease;
 - vi. while the Leasehold Mortgage is outstanding, Landlord shall not agree to a material amendment to or a material modification of this Sublease or agree to a voluntary surrender or termination of this Sublease by Tenant without the consent of the Mortgagee. For purposes of this paragraph, materiality shall exist if the amendment or modification should be reasonably expected to have an adverse effect on the rights or interests of the Mortgagee under the Leasehold Mortgage, and doubt with respect thereto shall create a presumption of adverse effect;
 - vii. notwithstanding an enforcement of the Leasehold Mortgage, Tenant shall remain responsible for the payment of all sums owing to any party under this Sublease, including without limitation as provided in Section 42;
 - viii. the Mortgagee shall not, by virtue of the Leasehold Mortgage, acquire any greater rights with respect to the Leased Property or the Phase I Premises than Tenant has at any applicable time under this Sublease;
 - ix. if the Leasehold Mortgage is to be assigned to an agent or other fiduciary, then the Mortgagee, Landlord, and Tenant shall enter into a consent in a form acceptable to all parties whereby all parties consent to the assignment of the Leasehold Mortgage. Nothing herein or therein shall obligate Landlord to consent to service of process in connection with any legal proceeding brought outside of Florida (or the commencement or prosecution of any legal proceeding brought outside of Florida) or enter into any agreement not governed by Florida law or any agreement inconsistent with or contrary to the terms and conditions of this Sublease; and
 - x. whenever there exists a Leasehold Mortgage or other security interest which complies with the requirements of this Sublease, and until the obligations of Tenant secured by the Leasehold Mortgage have been completely paid and performed and the Leasehold Mortgage has been satisfied and discharged, Landlord shall send to the Mortgagee (provided that Landlord has received notice of the Mortgagee's address in accordance herewith), in the manner provided for delivery of a notice under this Sublease in Section 25 hereof, a true, correct and complete copy of every notice to Tenant of a default by Tenant under the Sublease at the same time as or within a reasonable period of time after any such notice of default is given by Landlord to Tenant, addressed to the Mortgagee at the address last furnished to Landlord by the Mortgagee. Landlord's failure to provide a copy of any notice of default to the Mortgagee shall not invalidate such notice of default or render such notice of default ineffective, nor shall any such failure by Landlord to provide such notice to the

Mortgagee be a default or breach of this Sublease or give rise to any liability on the part of the Landlord to the Mortgagee or Tenant.

(b) *The Mortgagee's Right to Cure.*

Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by the Mortgagee or its designee of and with any term, covenant, provision, condition or limitation on Tenant's part to be kept, observed or performed under the Sublease with the same force and effect as though kept, observed or performed by Tenant. Notwithstanding anything provided to the contrary in this Sublease, this Sublease shall not be terminated because of an event of default until and unless: (i) notice of any such event of default shall have been delivered to the Mortgagee in accordance with the provisions of this Sublease; and (ii) the Mortgagee or its designee has not cured such default within the time provided in the Sublease, subject to any applicable notice and cure period but only to the extent such default is capable of cure by the Mortgagee. For the avoidance of doubt, any failure to comply with any provisions of this Sublease requiring the payment of money shall be deemed capable of cure, and actions taken by Tenant that cannot be reversed by the Mortgagee (for example, and not by way of limitation, any of the actions listed in Section 20(a)(v), (vi), (vii), (viii), or (xiii)) shall be deemed incapable of cure by the Mortgagee.

If the Mortgagee determines to foreclose or cause its designee to foreclose the Leasehold Mortgage or to acquire or cause its designee to acquire Tenant's rights under this Sublease, or to appoint a receiver before it effectuates the cure of any Tenant default, the cure periods set forth above shall be extended, as the case may be, by the period during which foreclosure proceedings, or legal proceedings to succeed to Tenant's contract rights and interests, or proceedings to appoint the receiver, as applicable, are conducted. However, such period shall not exceed 180 days in the aggregate, and at no time shall Tenant's obligations to pay the Financing Component of Base Rent be abated for any reason. Any such proceedings shall be commenced promptly after the notice of default is delivered to the Mortgagee and shall be diligently prosecuted. Promptly after the Mortgagee or a designee of the Mortgagee acquires Tenant's leasehold interest and related rights created by this Sublease (pursuant to proceedings to foreclose the Leasehold Mortgage or otherwise), or succeeds to Tenant's possessory rights, or promptly after a receiver is appointed, as the case may be, provided the Mortgagee has sufficient funds available (the Mortgagee not being obligated to use any funds other than proceeds of the Financing Component of Base Rent actually received from Tenant under this Sublease), the Mortgagee or its designee shall cure the default.

(c) *Rights of the Mortgagee.*

Landlord hereby consents to the following rights of the Mortgagee, and agrees that the Leasehold Mortgage may contain provisions for any or all of the following:

- i. An assignment of Tenant's share of the net proceeds from available insurance coverage or from an award or other compensation resulting from a total or partial taking of the Leased Property by condemnation (including the the Mortgagee's right to disburse such proceeds in accordance with the terms of the Leasehold Mortgage), to the extent of Tenant's rights thereto provided under this Sublease;
- ii. The entry by the Mortgagee upon the Leased Property subject to the terms and conditions of this Sublease, upon reasonable notice to the Landlord and Tenant as necessary to ensure the safety of the Project and to view the state of the Leased Property;

- iii. A default by Tenant under this Sublease being deemed to constitute a default under the Leasehold Mortgage and the instruments underlying it;
- iv. A collateral assignment of Tenant's rights under this Sublease, if any, to terminate, cancel, modify, change, supplement, alter, renew, or amend the Sublease, but only if such assignment is conditioned upon notice to Landlord of the assignment in the manner prescribed for notices in Section 25 herein; and
- v. The following rights and remedies (among others) to be available to the Mortgagee upon the default under the Leasehold Mortgage:
 - (1) The foreclosure of the Leasehold Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the sale of Tenant's interests under this Sublease to the purchaser at the foreclosure sale and a subsequent sale or transfer of Tenant's interests under this Sublease by such purchaser if the purchaser is the Mortgagee or its nominee or designee; provided however, that the right of the Mortgagee to sell or transfer Tenant's interests under this Sublease (whether pursuant to a power of sale, by judicial proceedings or other lawful means, or a subsequent sale or transfer of Tenant's interests under this Sublease by the Mortgagee or its nominee or designee) will be subject to:
 - (a) the proposed transferee (unless it is the the Mortgagee) being subject to approval by Landlord and NASA, and the proposed transferee entering into a sublease with the Landlord, in form and substance satisfactory to the Landlord and NASA, wherein the transferee acquires the rights and assumes the obligations of Tenant and agrees to perform and observe all obligations and covenants of Tenant under this Sublease, including without limitation the restrictions on Permitted Use;
 - (b) the proposed transfer, and subsequent operation of, the Project being permitted by Legal Requirements and otherwise by the applicable rules and regulations of all entities having jurisdiction over the Project and Tenant's operations; and
 - (c) Landlord's determination, in its sole discretion, that the proposed transferee (unless it is the Mortgagee or its designee or nominee) is capable of performing the obligations and covenants of Tenant under this Sublease, which determination may be based upon and take into account, among other things, the following factors: (i) the financial strength and integrity of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective affiliates; (ii) the experience of the proposed transferee or any operator to be engaged by the proposed transferee in operating space-flight business similar in scope, size, and complexity to the Project; and (iii) the background and reputation of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against or initiated by any such person and the quality of any such person's past or present performance on other projects);

- (2) The appointment of a receiver, irrespective of whether the Mortgagee accelerates the maturity of all indebtedness secured by the Leasehold Mortgage;
- (3) The right of the Mortgagee or the receiver appointed under subparagraph (2) above, subject to the terms and conditions of this Sublease, to enter and take possession of the Leased Property, to manage and operate the Project, to collect the revenue generated by the Project and to cure any default under the Leasehold Mortgage or any default by Tenant under this Sublease; and
- (4) An assignment of Tenant's right, title and interest under the Sublease and to any deposit of cash, securities or other assets which may be held to secure the performance of all obligations of Tenant under the Leasehold Mortgage, including, without limitation, the covenants, conditions and subleases contained in the Leasehold Mortgage, in the premiums for or dividends upon any insurance provided for the benefit of the Mortgagee or required by the terms of the Sublease, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Leased Property or Tenant's rights under this Sublease, whether paid or to be paid.

During any period in which the Mortgagee itself or by an agent, a receiver, or a receiver and manager is the owner, or is in control or possession of, the Project and Tenant's leasehold interest in and related rights to the Leased Property created by this Sublease, it shall be bound by all liabilities and obligations of Tenant accruing under this Sublease during such period. Once the Mortgagee goes out of possession or control of the Leased Property and Tenant's leasehold interest in and related rights thereto or transfers the Project and Tenant's rights in and to the Leased Property to another person in accordance with the provisions of this Sublease, the Mortgagee shall cease to be responsible for any of Tenant's obligations under this Sublease accruing thereafter and, to the extent assumed by any transferee or any other person acceptable to Landlord in its sole discretion, for any of Tenant's obligations under this Sublease accrued during the period in which the Mortgagee itself or by an agent or a receiver and manager was the owner, or was in control or possession of, the Project and Tenant's rights in and to the Leased Property (except with respect to any liability of the Mortgagee (whether accruing through it or its agent, or receiver or manager) under this Section, which shall survive and remain with the Mortgagee), and shall cease to be entitled to any of Tenant's rights and benefits contained in this Sublease, except, if the Leasehold Mortgage remains outstanding, by way of security.

(d) *New Sublease After Termination*

If this Sublease is terminated prior to the expiration of the Term due to a default by Tenant, the Mortgagee (or its designee or nominee; provided that such designee or nominee either is controlled by the Mortgagee or meets the requirements of Subsection (c)(v)(1)(b) and (c) hereof), may elect to demand a new sublease of the Leased Property by written notice to the Landlord within 30 days after such termination. Such new Sublease (the "***New Sublease***") shall include all covenants, terms, provisions and limitations of this Sublease, effective as of the date of such termination. The Landlord's obligation to enter into a New Sublease pursuant to the preceding sentence is subject to the following requirements, conditions, and provisions: The New Sublease shall be executed by the parties within 30 days after receipt by the Landlord of notice of the election by the Mortgagee (or such other acquiring person) to enter into a New Sublease.

- i. A New Sublease created thereby shall be subject to the same conditions contained in this Sublease and shall continue to maintain the same priority as the Sublease with regard to the Leasehold Mortgage or any other mortgage, lien, charge, or

encumbrance affecting the Leased Property. Concurrently with the execution and delivery of the New Sublease, the Landlord shall assign to the new party named therein all its right, title and interest in and to moneys, if any, then held by or payable to the Landlord which Tenant would have been entitled to receive but for the termination of the Sublease.

- ii. If Tenant refuses to surrender possession of the Leased Property, the Landlord shall, at the request of Mortgagee or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove Tenant and all other occupants who are not authorized to remain in possession hereunder; provided that any such action taken by the Landlord at the request of Mortgagee or such other acquiring person shall be at the sole expense of the Mortgagee or such other acquiring person, and the Landlord may require upfront payment, an escrow of costs, or reimbursement of all sums paid by the Landlord in connection with such proceedings, which payment shall be made within ten calendar days after receipt by the Mortgagee or other acquiring person of Landlord invoices itemizing the costs incurred.
- iii. Such acquiring person, if not the Mortgagee or its affiliate or designee, shall be approved by the Landlord in accordance with the criteria set forth in Section 14(c)(v)(1)(b) and (c) above.

(e) The provisions of this Section 14 shall survive the expiration or earlier termination of this Sublease.

15. LIENS.

(a) The interest of Landlord in and to the Leased Property and the income therefrom shall not be subject to liens for improvements made, or caused to be made, by Tenant. Except for liens arising under applicable Legal Requirements (if any) and discharged in due course upon the completion of applicable work, Tenant will not permit any construction liens or other liens to be placed upon all or any part of the Leased Property or the Phase I Premises or any other property belonging to NASA or Landlord, and nothing in this Sublease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Property, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any construction, mechanic's or other liens against all or any part of the Leased Property, except as required by applicable Legal Requirements. In the event any such lien is not discharged or bonded off within 90 days following the final completion of construction (including completion of all so-called 'punch list' items), then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, cause the same to be discharged (including the advancement of monies for such purpose). Any monies advanced or costs incurred by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand.

(b) The Landlord hereby acknowledges and agrees that it does not and will not have any lien on or interest in any personal property of the Tenant no matter where located and regardless of the manner in which it may be attached or affixed to the Leased Property, whether such lien or interest would otherwise arise by law or pursuant to this Sublease. The Landlord further agrees that it will not prohibit or interfere with the removal and sale of any such property by Tenant or its secured party, nor prohibit or interfere with the conduct by such secured party's sale of such property on the Parcel, provided that at all times Tenant otherwise remains in compliance with its obligations under this Sublease including without limitation under Section 12.

16. INSURANCE.

(a) Tenant shall procure and maintain throughout the Term special form/all risk insurance insuring the Leased Property, in an amount equal to the replacement value thereof and naming Landlord and NASA as additional insureds. All proceeds of such insurance received by or otherwise payable to Tenant shall be payable to Landlord.

(b) Tenant shall procure and maintain throughout the Term a policy or policies of (i) commercial general liability insurance, including contractual liability, broad form property damage liability, fire legal liability, and medical payments, insuring Tenant, and naming Landlord and NASA as additional insureds, against any and all liabilities for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Leased Property and/or the Phase I Premises, or arising out of the condition, use or occupancy of the Leased Property and/or the Phase I Premises, or in any way occasioned by or arising out of the activities of Tenant or its agents, employees or licensees on the Leased Property and/or the Phase I Premises in amounts not less than \$2,000,000.00 per occurrence and aggregate; (ii) business auto liability insurance with limits not less than \$1,000,000.00 per accident, covering owned, hired, or non-owned vehicles; (iii) workers' compensation insurance for all of Tenant's employees in statutory limits required by Florida law; and (iv) employers liability insurance that affords not less than \$500,000.00 for each coverage. [(i) through (iv) Sec. 10.3 NASA Lease]. The insurance amounts required hereunder shall be escalated every five (5) years by Landlord, or sooner if required by NASA, by using appropriate indices to ensure that coverage amounts are increased to reflect inflation. [Sec. 10.4(e) NASA Lease].

(c) All insurance policies procured and maintained by Tenant pursuant to this Section 16 shall be carried with companies licensed to do business in the state of Florida with a Best policyholder rating of not less than A-, and a Best financial size rating of not less than VIII (or the equivalent successor rating), and shall be noncancellable and not subject to material change except after thirty (30) days written notice to Landlord, and such policies shall remain in effect notwithstanding any cancellation or alteration until written notice has been delivered and such thirty (30) day period has expired. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to both NASA and the Landlord within ten (10) days after the Effective Date, and renewals thereof as required shall be delivered to Landlord at the Name and Address of Landlord for Notices at least thirty (30) days prior to the expiration of each respective policy term. Certificates of insurance shall be delivered to Landlord and if Landlord determines they should be delivered to NASA, Landlord shall deliver them to NASA at the following address: National Aeronautics and Space Administration, John F. Kennedy Space Center, Attn: Office of the Chief Counsel, Mail Code: CC, Kennedy Space Center, FL 32899. All policies maintained by Tenant shall be primary and noncontributing with any insurance carried by Landlord or NASA, and shall provide 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. [Sec. 10.4 NASA Lease].

(d) Tenant shall have included in all policies of insurance obtained hereunder a waiver by the insurer of all right of subrogation against Landlord or NASA-KSC in connection with any loss or damage thereby insured in compliance with Section 17 below. Any additional premium for such waiver shall be paid by Tenant. All waivers of subrogation in favor of NASA shall include the following language: "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." [Sec. 10.5 NASA Lease]. All waivers of subrogation in favor of Landlord shall include the following language: "The insurer waives any right of subrogation against Space Florida which might arise by reason of any payment made under this policy."

(e) If Tenant elects to be present on or conduct any activity on the Parcel for purposes of constructing any Tenant-Owned Improvements prior to the Occupancy Date as provided in Section 3(f), references to the “Term” as used in Section 16(b) shall be modified pursuant to Section 3(f).

17. INDEMNITY; LIMITATION OF LIABILITY; SOVEREIGN IMMUNITY.

(a) Tenant assumes all risks of loss or damage to property and injury or death to persons by reason of the activities of Tenant, its officers, agents, or employees, conducted under this Sublease, except for such loss or damage and injury or death which results from: (i) the gross negligence or willful misconduct of NASA or its officers, agents, contractors or employees, or (ii) the gross negligence or willful misconduct of Landlord or its officers, agents, contractors or employees, (iii) breach of the terms of this Sublease or the NASA Lease by Landlord or NASA, or (iv) violations by Landlord of Legal Requirements.

(b) Tenant expressly waives all claims against NASA, Landlord, and each of their officers, agents, contractors, and employees (except for the matters excepted from Tenant’s assumption of liabilities as set forth in Section 17(a) above) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of Tenant’s activities or the performance of Tenant’s responsibilities under this Sublease.

(c) Tenant shall indemnify, save, hold harmless, and defend NASA, Landlord, and each of their officers, agents, contractors, and employees, against all other suits, claims or actions of any sort (except for the matters excepted from Tenant’s assumption of liabilities as set forth in Section 17(a) above) resulting from, related to or arising out of Tenant’s activities conducted or services furnished in connection with this Sublease.

(d) Further, Tenant shall indemnify, save, hold harmless, and defend NASA, Landlord, and each of their officers, agents, contractors and employees against all suits, claims or actions (except for the matters excepted from Tenant’s assumption of liabilities as set forth in Section 17(a) above) arising out of or resulting from (i) breach of the terms of this Sublease or the NASA Lease (other than any suit, claim, or action related to Landlord’s consequential damages such as, but not limited to, loss of monetary income or lack of fulfillment of Landlord’s statutory purpose); and (ii) violations of Legal Requirements.

(e) Landlord is not entitled to claim, with respect to itself, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of the contractual obligations of Landlord under this Agreement; *provided, however*, in any action, suit or proceeding in which the Tenant, its officers, employees, contractors of any tier, consultants, agents, invitees, or others, makes a claim or cause of action to recover damages in tort against Landlord for injury or loss of property, personal injury or death, Landlord may assert the defense of sovereign immunity to the extent set forth in Section 768.28, *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, nor be construed as a waiver of Landlord’s sovereign immunity beyond its contractual obligations under this Sublease.

(f) The provisions of this Section 17 shall survive termination or expiration of this Sublease.

18. CASUALTY DAMAGE.

(a) If the Leased Property or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. If the Leased Property shall be so damaged that substantial alteration or reconstruction of the Leased Property is required in order for Tenant to continue the Project (whether or not the Parcel shall have been damaged by such casualty), or in the event of any material uninsured loss to the Leased Property (provided that Tenant is in compliance with Section 16) (in each case, as reasonably agreed by Landlord and Tenant, a “**Significant Casualty Event**”), Tenant may, at its option, terminate this Sublease by notifying Landlord in writing of such termination within one hundred eighty (180) days after Landlord is notified of such casualty.

(b) If, following a Significant Casualty Event, Tenant does not elect to terminate this Sublease as permitted by Section 18(a), Landlord, or Tenant on Landlord’s behalf and at Landlord’s expense, shall commence and proceed with reasonable diligence to restore the Leased Property, provided that (i) Landlord’s obligation to restore shall not require Landlord to spend an amount in excess of the insurance proceeds derived from policies provided for in Section 16 and actually received by Landlord as a result of the casualty; (ii) Landlord’s restoration obligations shall be limited to the Parcel Improvements; and (iii) Tenant shall be liable to Landlord for the costs of the repair and restoration of the Leased Property to the extent such costs and expenses are not covered by insurance proceeds. Landlord shall have the right to approve any contractor Tenant selects to perform such work, which approval shall not be unreasonably withheld, delayed or qualified. If Tenant elects to restore any Tenant-Owned Improvements or any other of Tenant’s furniture, equipment and/or fixtures, Tenant shall be responsible for such restoration. If Tenant requests that the Parcel Improvements be reconstructed to a level in excess of the Parcel Improvements prior to the damage or in excess of available proceeds then the cost of such upgrade or excess shall be borne by Tenant.

(c) If, following a Significant Casualty Event, Tenant does not elect to terminate this Sublease as permitted by Section 18(a) and Landlord proceeds to restore the Leased Property as provided in Section 18(b), the Parcel Use Fee component of Base Rent shall be abated to the extent that and for the period that Tenant is unable to use the Leased Property for the Permitted Use without material interference, but only if and to the extent that an equivalent abatement is available under the NASA Lease, and provided further that if the Leased Property is damaged by fire or by casualty resulting from the fault or negligence of Tenant or any of Tenant’s agents, contractors, employees, or invitees, there shall be no abatement permitted during the repair of such damage.

(d) Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such casualty damage or the repair thereof except to the extent of the abatement of the Parcel Use Fee component of Base Rent as provided above.

(e) Notwithstanding anything to the contrary contained in this Section 18, Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore any part of the Leased Property when the damage resulting from any casualty contained under this paragraph occurs during the last four (4) months of the Term, and if Landlord validly elects to not repair, this Sublease shall be terminated and Tenant shall be relieved from any obligation to repair or restore the Leased Property under this paragraph; provided, however, in such event, Tenant shall have no obligation to assign to Landlord the right to receive any insurance proceeds which are attributed to those improvements and property which by the terms of this Sublease are or will become the property of Landlord upon termination of this Sublease, and any insurance proceeds received by Landlord or by Tenant shall be applied to Tenant’s obligations to pay the Financing Component of Base Rent. In connection with any termination of this Sublease pursuant to the previous sentence, Tenant shall have up to four (4) months after receipt of Landlord’s valid notice of its election to terminate this Sublease to vacate the Parcel prior to such termination becoming effective.

(f) As provided in Section 42, all obligations of the Tenant to pay the Financing Component of Base Rent shall survive the expiration or earlier termination of this Sublease, including without limitation pursuant to this Section 18, until all such amounts are paid in full.

19. CONDEMNATION.

If the whole of the Leased Property shall be taken for any public or quasi-public use under any statute by right of eminent domain, or if any part of the Leased Property is so taken and the part not so taken is, in Tenant's opinion, insufficient for the operation of Tenant's business, or makes the operation of same economically unfeasible, this Sublease and the Term granted by it shall cease and expire as respects the entire Leased Property on the later of (i) the date on which the Financing Component of Base Rent is paid in full, or (ii) the date when possession of the taken portions shall be given up by Tenant. All Base Rent and other charges and obligations other than the Financing Component of Base Rent shall be prorated and paid to that date, and Landlord shall refund to Tenant all Base Rent and other charges, and reimburse Tenant any sums, paid or incurred by Tenant in respect of any periods subsequent to such date. Except as provided in this sentence, the Landlord shall be entitled to all proceeds of any condemnation and shall apply such proceeds to the SunTrust Financing or any Subsequent Financing; provided, however, that this provision shall not prohibit Tenant from prosecuting a claim directly against the condemning or taking authority for the value of its interest in the Sublease, its leasehold estate, Tenant's moving expenses, the costs in removing its merchandise, furniture, trade fixtures, and equipment and any reimbursement for loss of good will or loss of business. If this Sublease is not terminated pursuant to this Section 19, Landlord shall restore the Leased Property as much as possible to their former condition at Tenant's expense, provided that Landlord shall pay to Tenant any amounts received by Landlord as a result of such condemnation, and provided further that only if and to the extent that an equivalent abatement is available under the NASA Lease, the Parcel Use Fee component of Base Rent (but only such component) shall be abated (i) during reconstruction to the extent that and for the period that Tenant is unable to use the Parcel Improvements for the Permitted Use without material interference, and (ii) thereafter in proportion to the part of the Leased Property so taken.

20. EVENTS OF DEFAULT; REMEDIES.

(a) The following events shall be deemed to be, but are not exclusively, "event(s) of default" by Tenant under this Sublease:

- i. Tenant shall fail to pay the Financing Component of Base Rent as required under this Sublease within five business days after the date such amount is due;
- ii. Tenant shall fail to pay any other component of Base Rent or other sum of money due under this Sublease within five (5) business days after receipt of written notice of non-payment, or if Landlord has already delivered written notice of non-payment of such sum at least three (3) times during the calendar year in which the failure occurs, within five (5) days of when due hereunder;
- iii. Tenant shall fail to comply with any provision of the NASA Lease and does not cure the same within any applicable cure period provided under the NASA Lease;
- iv. Tenant shall fail to comply with any other provision of this Sublease not requiring the payment of money (all of which terms, provisions, and covenants shall be deemed material) and such failure shall continue for a period of sixty (60) days (or immediately, if the failure involves a hazardous condition which in Landlord's

reasonable discretion poses a substantial risk to property or any individual's personal safety (an "**Emergency Condition**") after notice from Landlord or, if such cure does not involve an Emergency Condition and such performance cannot reasonably be made within such sixty (60) day period, Tenant shall not be in default if Tenant commences such cure within the sixty (60) day period and thereafter diligently and continuously proceeds to cure such default;

- v. the leasehold hereunder demised shall be taken by execution or other process of law in any action against Tenant;
- vi. Tenant or the Guarantor is or becomes insolvent or unable to pay its debts as they become due, or Tenant or the Guarantor notifies Landlord that it anticipates either condition;
- vii. Tenant or the Guarantor takes any action to, or notifies Landlord that Tenant or the Guarantor intends to, file a petition under any section or chapter of the National Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof, or a petition shall be filed against Tenant or the Guarantor under any such statute and not dismissed within ninety (90) days;
- viii. a receiver or trustee is appointed for Tenant's leasehold interest in the Leased Property, or for all or a substantial part of the assets of Tenant or the Guarantor, and such appointment is not dismissed within ninety (90) days thereof (provided there shall be no applicable grace or cure period if such appointment is made pursuant to the Leasehold Mortgage);
- ix. Tenant makes any assignment of this Sublease or subleases of all or any portion of the Leased Property in violation of the NASA Lease or this Sublease;
- x. Tenant or any agent of Tenant intentionally falsifies any report or intentionally misrepresents other information related to Hazardous Materials required to be furnished to Landlord pursuant to this Sublease, and Tenant fails to correct such report or information promptly upon the senior management of Tenant becoming aware that a false report was made or false information provided;
- xi. Tenant or any agent of Tenant intentionally falsifies any report or intentionally misrepresents other information in any material respect required to be furnished to Landlord pursuant to this Sublease, and Tenant fails to correct such report or information promptly upon the senior management of Tenant becoming aware that a false report was made or false information provided;
- xii. Tenant or the Guarantor or the agent of either of them takes, or fails to take, any action which results in a default under the SunTrust Financing which default continues beyond any applicable grace or cure period;
- xiii. the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of the Tenant or the Guarantor, or toward the liquidation of Tenant's or the Guarantor's assets, and such proceedings are not dismissed within ninety (90) days; or
- xiv. Tenant uses the Leased Property, the Tenant-Owned Improvements and/or the Phase I Premises for any purpose other than a Permitted Use that is not approved by Landlord and NASA and such other use shall continue for a period of sixty (60) days after notice from Landlord.

(b) Upon the occurrence of any event or events of default by Tenant enumerated in Section 20(a), Landlord shall have the option to pursue any one or more of the following remedies upon prior notice or demand for possession:

- i. terminate this Sublease, in which event Tenant shall immediately surrender the Leased Property to Landlord without further obligation to pay rent hereunder, except to the extent provided in Section 42 for survival of Tenant's obligations to pay the Financing Component of Base Rent;
- ii. Landlord may elect to enter and repossess the Leased Property and relet all or part of the Leased Property for Tenant's account, for a term or terms which may, at Landlord's option, be equal to, less than, or greater than the period which would otherwise have constituted the balance of the Term. Except as expressly provided in this Sublease, Tenant shall be liable for (i) any difference between the amount of rent received from such reletting and the rent due and payable under the terms of this Sublease, and (ii) the cost of repairs reasonably necessitated to bring the Leased Property in compliance with applicable building codes as of the date Landlord enters or repossess the Leased Property, or the cost to put the Leased Property in the condition required by Section 12 above, whichever is less;
- iii. enter upon the Leased Property and remedy whatever Tenant is obligated to do under the terms of this Sublease, but is refusing or failing to do; provided that Tenant shall reimburse Landlord for any expense which Landlord may incur in effecting compliance with Tenant's obligations arising prior to Landlord's entry and repossession;
- iv. collect any rent, cost, expenses or fees due hereunder prior to expiration or earlier termination of the term; and
- v. exercise any other remedies available under this Sublease or applicable Legal Requirements.

Nothing in the foregoing shall excuse Tenant from performing any obligations of Tenant required by this Sublease to be performed prior to the expiration or earlier termination of the term of this Sublease. Also, nothing in the foregoing excuses Tenant from its obligation to continue payments of the Financing Component of Base Rent until paid in full.

(c) Landlord shall be entitled to exercise all such rights and remedies as are herein provided or as are available at law or in equity for the nonpayment of amounts due under this Sublease.

(d) All installments of Base Rent (or any of the respective components thereof) not paid within five (5) days of when due and payable shall bear interest at the Default Rate from the date due until paid. In the event any check, bank draft or negotiable instrument given for any payment under this Sublease shall be dishonored at any time for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to an administrative charge of \$250 per occurrence.

(e) Upon the occurrence of any event or events of default by Tenant enumerated in this Section 20 and following Landlord's repossession of the Leased Property pursuant to such default, Landlord may make such alterations and/or improvements to the Leased Property as Landlord, in Landlord's sole discretion, considers advisable and necessary for the purpose of reletting the Leased Property. Without limiting the rights or obligations of the parties under Section 12, Landlord, in addition to all other rights and remedies it may have, shall have the right to remove any or all of Tenant's property

from the Leased Property and provide them to Tenant or, in the event Tenant fails to take possession of them, may then be sold, disposed of, or stored at the cost of and for the account of Tenant. Landlord shall not be responsible for the care or safekeeping of any such property and Tenant waives any claim against Landlord relating thereto. Landlord may, with prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying the Leased Property or any part thereof. In addition, the provisions of Section 20 hereof shall apply with respect to the period from and after the giving of notice of such termination to Tenant. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. To the extent not inconsistent with state or federal law or other Legal Requirements applicable to Landlord, Landlord shall comply with the provisions of Section 11(c) and with the provisions of any other binding obligations of confidentiality it has to Tenant in connection with the exercise of any of Landlord's rights and remedies under this Sublease.

(f) This Section 20 shall be enforceable to the maximum extent not prohibited by applicable Legal Requirements, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. No single or partial exercise of any right or remedy or any abandonment or discontinuance of the enforcement of any right or remedy shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The rights and remedies in this Sublease are cumulative and not exclusive of any rights or remedies otherwise available to Landlord hereunder or under applicable Legal Requirements.

21. PEACEFUL ENJOYMENT.

(a) Tenant shall, and may peacefully have, hold, and enjoy the Leased Property, subject to the other terms hereof, provided that Tenant timely pays the rent and other sums herein recited to be paid by Tenant within any applicable notice and grace period, and timely performs all of Tenant's covenants and agreements herein contained within any applicable notice and grace period.

(b) Should Landlord determine in its reasonable opinion that an emergency exists that Tenant is unable to prepare for and that threatens Exploration Park or any of the tenants or persons therein, or any of their property (e.g. a bomb threat to any part of the Leased Property or the Phase I Premises), caused by persons outside of Landlord's control, Landlord shall have the right to close the Leased Property and access to the Leased Property and Phase I Premises, and require all tenants, including Tenant, to evacuate the Leased Property and/or the Phase I Premises until such emergency ceases to exist. Such closure shall not affect the amount of Base Rent, any other rent or the Term unless the same lasts for more than five business days, in which case, to the extent the NASA Lease allows abatement of rent payable by Landlord, Base Rent shall abate until access is restored. This abatement provision does not apply to the Financing Component of Base Rent.

(c) Landlord shall comply with all of its material obligations under the NASA Lease, and no default thereunder by Landlord shall cause a violation of Tenant's rights to peaceful enjoyment of the Leased Property as contemplated by this Sublease.

22. HOLDING OVER.

In the event of holding over by Tenant after expiration or other termination of this Sublease, or in the event Tenant continues to occupy the Leased Property after the expiration of the Term or the termination of Tenant's right of possession pursuant to Section 20(b) hereof, Tenant shall, throughout the entire holdover period, pay rent equal to one hundred fifty percent (150%) of the most recent amount of

Base Rent or, if greater, the then-current fair-market rent, which amount annually shall be 10% of fair-market value as determined by an appraiser selected by Landlord. No holding over by Tenant after the expiration of the Term shall be construed to extend the Term of this Sublease, and Tenant shall be deemed to be a tenant-at-sufferance during such holdover period. If, as a direct result of Tenant's holding over after expiration or other termination of this Sublease, Landlord suffers damages or incurs additional obligations to any third party, Tenant shall indemnify Landlord to the extent of such damages or additional obligations, including without limitation Landlord's reasonable attorneys' fees.

23. NO IMPLIED WAIVER.

The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Sublease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent due under this Sublease shall be deemed to be other than on account of the earliest amounts due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Base Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Base Rent or other amounts due hereunder, or pursue any other remedy provided in this Sublease or otherwise available under applicable Legal Requirements.

24. ANTI-TERRORISM REPRESENTATION.

(a) Tenant is not, and shall not during the Term of this Sublease, become a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. R. 3162, Public Law 107-56 (commonly known as the "*USA Patriot Act*") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "*Anti-Terrorism Laws*"), including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "*Prohibited Persons*").

(b) Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Property and/or the Phase I Premises. Tenant will not during the Term of this Sublease knowingly engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Property and/or the Phase I Premises.

(c) Tenant's breach of any representation or covenant set forth in this Section 24 shall constitute an event of default under this Sublease by Tenant, entitling Landlord to any and all remedies hereunder, or at law or in equity.

25. NOTICE. Any notice in this Sublease provided for must, unless otherwise expressly provided herein, be in writing, and may, unless otherwise in this Sublease expressly provided, be given or be served by email with a confirmation copy deposited 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 in this Sublease or such other address, notice of which has been given to the other party in accordance with this paragraph. Notice emailed with a confirmation copy deposited in the mail in the manner hereinabove

described, sent by national courier or by hand delivery shall be effective on the date the email is delivered or refused. Until further notice: (i) the address for Landlord shall be the Name and Address of Landlord for Notices; and (ii) the address for Tenant shall be the Name and Address of Tenant for Notices; and (iii) the address for SunTrust shall be the Name and Address of SunTrust for Notices and Payment. Notices may be given on behalf of any party by such party's legal counsel. The foregoing notice provisions shall in no way prohibit notices from being given as provided in the rules or civil procedure of the State of Florida, as the same may be amended from time to time and any notice so given shall constitute notice herein.

26. SEVERABILITY. If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such invalid or unenforceable term or provision shall be given its nearest legal meaning, and the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be otherwise valid and enforced to the fullest extent permitted by law.

27. GOVERNING LAW; VENUE. This Sublease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state of Florida, unless Landlord's rights and obligations hereunder are assigned to NASA, in which event United States federal law will control. Landlord and Tenant agree to submit to the personal jurisdiction of and that the venue for any proceeding under or relating to this Sublease shall be Brevard County.

28. FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of such party, provided, however, that the provisions of this Section 28 are inapplicable to any provision of the Sublease requiring the payment of money, including without limitation, Base Rent.

29. LEASING COMMISSIONS OR BROKERAGE FEES. Tenant and Landlord warrant and represent that neither has engaged in any real estate broker or agent in connection with this Sublease or its negotiation. Landlord and Tenant agree to indemnify and hold the other harmless from and against any and all claims for any such compensation, commissions or fees arising from or out of any breach of the foregoing representation or warranty.

30. ATTACHMENTS. All of the schedules and attachments are incorporated herein and made a part of this Sublease for all purposes. Any term that is not defined in any schedule or attachments shall have the meaning ascribed to it in this Sublease.

31. CAPTIONS. The section captions used herein are for convenience and reference only and in no way add to or detract from the interpretation of the provisions of this Sublease.

32. AMENDMENTS. The provisions of this Sublease may not be modified or amended, except by an instrument in writing and signed by both parties hereto, subject to approval by NASA if required under the NASA Lease, and subject to approval of material amendments by Landlord's governing board. The parties may not enter into an amendment to this Agreement having a material adverse impact on the interests of SunTrust hereunder without the consent of SunTrust.

33. BINDING EFFECT. The terms, conditions and covenants of this Sublease shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subleasing.

34. STATUTORY NOTICE REQUIREMENT. Tenant hereby acknowledges receipt of the following notice as required by Chapter 88-285, Laws of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

35. WAIVER OF TRIAL BY JURY. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISE AND/OR THE PHASE I PREMISES, WHETHER SUCH CLAIM IS IN CONTRACT OR TORT. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY HEREBY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

36. REPRESENTATIONS; AUTHORITY.

(a) Tenant represents and warrants that: (i) there are no proceedings pending or, to the knowledge of Tenant, threatened before any court or administrative agency that would materially adversely affect the ability of Tenant to enter into this Sublease or the validity or enforceability of this Sublease; (ii) there is no provision of any existing mortgage, indenture, contract or agreement binding on Tenant which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Sublease; (iii) the officers of Tenant executing this Sublease on behalf of Tenant represent and warrant that this Sublease has been authorized and approved in accordance with the governing organizational documents of Tenant; (iv) Tenant is in good standing, qualified to do business in the State of Florida; and (v) Tenant has full right, power and lawful authority to execute, deliver and perform its obligations under this Sublease, in the manner and upon the terms contained herein, and to grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Sublease to be binding on Tenant.

(b) Landlord represents and warrants to Tenant that (i) there are no proceedings pending or, to the knowledge of Landlord, threatened before any court or administrative agency that would materially adversely affect the ability of Landlord to enter into this Sublease or the validity or enforceability of this Sublease; (ii) there is no provision of any existing mortgage, indenture, contract or agreement binding on Landlord which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Sublease; (iii) the officers of Landlord executing this Sublease on behalf of Landlord represent and warrant that this Sublease has been authorized and approved in

accordance with the governing organizational documents or statutory requirements of Landlord; and (iv) Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Sublease, in the manner and upon the terms contained herein, and to grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Sublease to be binding on Landlord.

(c) The representations and warranties under this Section 36 shall survive termination or expiration of this Sublease.

37. CLOSE CALLS AND MISHAPS. Tenant 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. [Sec. 14.2, NASA Lease, Rev. C].

38. NO PARTNERSHIP. Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of landlord and tenant, it being understood and agreed that notwithstanding any corporate affiliation between the parties and their parents, subsidiaries, members, partners, stockholders, etc., nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of landlord and tenant nor cause either party to be responsible in any way for the acts, debts or obligations of the other.

39. THIRD PARTY RIGHTS. SunTrust is a third-party beneficiary of this Agreement for so long as the debt under the SunTrust Financing is outstanding and unpaid. Otherwise, the parties hereto do not intend to grant directly, indirectly or by implication or by any other means any third party beneficiary rights to any persons or entities.

40. DAYS. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Sublease shall mean and refer to calendar days.

41. TRADE NAME AND TRADEMARK RIGHTS.

(a) "Exploration Park at Kennedy Space Center" and "Exploration Park" are the official designations of Exploration Park and surrounding areas. Tenant acknowledges that these official designations are trade names, trademarks and service marks belonging to NASA that NASA has registered pursuant to the laws and regulations of the United States, and that they are protected, at least as to common law trade names, trademarks and service marks, under the laws and regulations of the state of Florida. Tenant may reference "Exploration Park" for purposes of describing its location and street address, but otherwise Tenant may not use the official designation of Exploration Park for marketing communications, site signage, public information or other general identification purposes without the prior written consent of NASA, which approval Landlord will help to facilitate. Tenant may not use any other NASA symbols, identifiers, logos or insignias for any purpose without NASA's prior written approval, and 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. [Article 15, NASA Lease].

(b) "Space Florida" is the official designation of Landlord. Tenant acknowledges that any trade names, trademarks and service marks associated with such designation belong to Landlord and that they are protected, at least as to common law trade names, trademarks and service marks, under the laws and regulations of the state of Florida. Tenant may not use the official designation of Space

Florida or any other Space Florida symbols, identifiers, logos or insignias for any purpose without Landlord's prior written approval.

42. SURVIVAL OF OBLIGATIONS. Notwithstanding any term or provision in this Sublease to the contrary, any liability or obligation of Landlord or Tenant arising during or accruing with respect to the Term which by their nature are intended to survive the expiration or termination of this Sublease shall so survive, including, without limitation, Landlord's obligations under Section 11(c) and Tenant's obligations and liabilities relating to (i) Base Rent and all other payments to be made to Landlord, SunTrust or a Mortgagee, (ii) the condition of the Leased Property and/or the Phase I Premises and the removal of Tenant's property, (iii) indemnity and hold harmless provisions in this Sublease, (iv) expenses incurred after entry and repossession of the Leased Property by the Landlord to the extent contemplated by Section 20(b). Also, notwithstanding any term or provision in this Sublease to the contrary, and as a material condition of this Sublease acknowledged by the parties to be a specific inducement for Landlord to obtain the SunTrust Financing and enter into this Sublease, all obligations of the Tenant to pay the Financing Component of Base Rent survive the expiration or earlier termination of this Sublease (including any termination by either party, for any reason) until all amounts due or to come due under the SunTrust Financing are paid in full.

43. COUNTERPARTS. This Sublease may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument.

44. SIGNAGE. All exterior signage must conform with all applicable Legal Requirements and the CCRs. Landlord may, at its own costs and expense and with Tenant's consent (which may not be unreasonably withheld), place its own signage on the Leased Property, so long as such signage does not obstruct Tenant's signage.

45. OSHA COMPLIANCE. Tenant shall ensure a safe working environment in the Buildings and otherwise on the Leased Property, and shall permit Landlord or their designees to enter into the Buildings and otherwise have access to the Leased Property to inspect for compliance with all standards and requirements of the Occupational Safety and Health Administration ("**OSHA**"); provided that (i) except in the case of an emergency to human health, Landlord shall provide Tenant with reasonable (and in no case less than five (5) days) prior written notice of such entrance, and (ii) such inspection shall be conducted in a manner that does not interfere with Tenant's operations. Tenant acknowledges that Landlord has "stop work" authority for any activity that is noncompliant with OSHA requirements. Notwithstanding the preceding sentence, Tenant acknowledges that it remains solely responsible for ensuring that all activities within the Leased Property comply with OSHA standards and requirements. Tenant shall be deemed the "employer" or "general" contractor for OSHA purposes. [Sec. 5.6, NASA Lease].

46. ACCESS TO EXPLORATION PARK, PHASE I PREMISES AND THE PARCEL. Tenant acknowledges that Exploration Park is part of the Kennedy Space Center and, therefore, access to the Leased Property and the Phase I Premises is subject to NASA's regulation. NASA agrees under the NASA Lease to provide access twenty-four (24) hours per day, seven (7) days per week to tenants in Exploration Park; however, Tenant acknowledges that access routes and procedures could be affected by scheduled occurrences such as major NASA launches and events, and by unplanned occurrences such as hostile acts, warfare, major accidents and natural disasters (provide that in such events the access of Tenant will be no less than NASA-badged KSC administrative employees). [Sec. 4.5 NASA Lease]. Tenant accepts these conditions and agrees that any disruptions to its access as a result of NASA launches and events of no more than two (2) times for no more than two consecutive days each in any 12-month

period will not constitute constructive eviction or entitle Tenant to rent abatement or release from any of its obligations under this Sublease. Tenant agrees that it waives any claim against Landlord resulting from NASA's operations. The Phase I Premises is not subject to NASA's regulations on hurricane preparedness, evacuation or clean up, but Tenant acknowledges and accepts that its access to the Leased Property and/or the Phase I Premises may be impacted by the evacuation and closure of Kennedy Space Center (and in such event, no abatement of Base Rent or any portion thereof, or any other payment obligations under this Sublease, shall be applicable) [Sec. 5.6 NASA Lease]. Tenant accepts impacts to the Leased Property from NASA's land management practices on adjacent, NASA-owned properties, including, without limitation, controlled burning and habitat management practices. [Sec. 4.7 NASA Lease].

47. ANTI-DEFICIENCY ACT. Tenant acknowledges that NASA's ability to perform its obligations under the NASA Lease is subject to the availability of appropriated funds, and that nothing in the NASA Lease commits or obligates the United States Congress to appropriate funds for the purposes set forth in the Sublease (pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341). [Sec. 17.9 NASA Lease]. Tenant waives any claim against Landlord arising from or related to a lack of funding for NASA.

48. GUARANTY. As a material condition to and in consideration of Landlord entering into this Sublease with Tenant, Tenant shall cause Guarantor to execute and deliver to Landlord the Guaranty. Tenant acknowledges Landlord would not enter into this Sublease without receiving the Guaranty.

49. TENANT FUNDING.

(a) The Advance Funding Trust Agreement is hereby terminated and of no further force or effect.

(b) Tenant shall deposit or cause to be deposited with Landlord from time to time funds in an aggregate amount equal to no less than (i) the sum of the amounts then payable and to be paid by Landlord pursuant to (a) the GMP Amendments then executed and in effect from time to time under that certain Agreement #17-004, dated as of August 31, 2016, between Landlord and Hensel Phelps Construction ("**HP**"), for the design and building of the Project (the "**HP Contract**"), and (b) that certain Supply Contract #17-015 between Landlord and Latecoere Services ("**LS**"), for the design and development of the Project (the "**LS Contract**"), but such aggregate amount being expected not to exceed \$45,700,000, *less* (ii) the proceeds of the SunTrust Financing. All such funds ("**Moneys**") shall be deposited by the Landlord into the Construction Fund and thereafter held by the Landlord in trust and accounted for on the books of Landlord as restricted cash, but the Moneys may be commingled with other Landlord funds for investment purposes. All investment income derived from Moneys shall itself be deemed a component of the Moneys, shall be deposited in and remain with the Construction Fund, and shall be subject in all respect to the requirements, restrictions, and other provisions of this Sublease governing the Moneys.

(c) Moneys shall be applied by Landlord, in consultation with Tenant and Guarantor, to fund costs of the Project to be incurred in connection the HP Contract and the LS Contract (collectively, "**Covered Expenses**"). All disbursements shall require the approval of the Chief Financial Officer of both the Landlord and the Guarantor, except that if such disbursements are due and payable under the HP Contract or the LS Contract, and failure to make such payments would be a default under or breach of the HP Contract or the LS Contract, the approval of the CFO for the Guarantor shall not be withheld.

(d) Moneys remaining in the Construction Fund, if any, on the termination of this Sublease, and not required to pay either (i) Project costs incurred by or on behalf of Landlord prior to such termination, or (ii) costs of demolition, removal and restoration of the Leased Premises as required by Section 12, shall be repaid to Tenant or its designee.

(e) Landlord acknowledges that Tenant is required to provide monthly rolling forecasts of the amounts and timing of expected funding requirements under this Sublease. Landlord shall work in good faith with Tenant to forecast expected invoicing from HP and LS to enable Tenant to meet its forecasting obligations.

[Rest of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, authorized representatives of Landlord and Tenant are executing this Sublease Agreement No. _____ on the dates set forth, below, and the same is made effective as of the herein defined Effective Date.

LANDLORD:

Space Florida

By: _____

Print Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

(as to Landlord)

TENANT:

AOS Florida, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

(as to Tenant)

ATTACHMENT A

ENHANCED USE LEASE KCA-4222 FOR EXPLORATION PARK
BETWEEN NASA AND SPACE FLORIDA
INCLUDING AMENDMENTS 1, 2 AND 3

ATTACHMENT B

SKETCH AND LEGAL DESCRIPTION OF EXPLORATION PARK PHASE 1

ATTACHMENT C

SKETCH AND LEGAL DESCRIPTION OF THE PARCEL

ATTACHMENT D

NON-DISCLOSURE AGREEMENT NO.: 16-064

among

SPACE FLORIDA

AIRBUS ONEWEB SATELLITES LLC

AIRBUS DS SATNET LLC, and

WORLDVU DEVELOPMENT, LLC

for

PROJECT SABAL

ATTACHMENT E
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

KCA-4439

ATTACHMENT F

GUARANTY OF SUBLEASE

THIS GUARANTY OF SUBLEASE (this “*Guaranty*”) is made as of the ___ day of _____, 20___, by AirBus OneWeb Satellites, LLC, a Delaware limited liability company (“*Guarantor*”), to and in favor of **SPACE FLORIDA**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, having an address of 505 Odyssey Way, Suite 300, Exploration Park, FL 32953 (“*Landlord*”), and to and in favor of SunTrust Bank (“*SunTrust*”). Capitalized terms not defined at their first use in this Guaranty shall have the meanings ascribed to such terms in the Sublease.

RECITALS

A. Landlord and AOS Florida, LLC, a limited liability company organized and existing under the laws of Florida (“*Tenant*”) are, concurrently with the execution and delivery of this Guaranty, entering into a sublease (as the same may be hereafter modified or amended, the “*Sublease*”) for certain Leased Property located on Parcels D and F in Exploration Park at Kennedy Space Center located in Brevard County, Florida, which Leased Property will include without limitation the Buildings, the Final Assembly Lines and other Parcel Improvements to be designed and constructed by Landlord on the Parcel, all as more particularly described in the Sublease.

B. SunTrust is a third party beneficiary of Landlord under the Sublease for purposes of enforcing SunTrust’s rights to receive the Financing Component of Base Rent.

C. Guarantor represents and warrants to Landlord and to SunTrust that Guarantor is benefited, directly or indirectly, by Tenant entering into the Sublease and all agreements and instruments entered into by and between Landlord and/or SunTrust and Tenant relating thereto (such instruments, including without limitation the Indenture, the “*Sublease Documents*”).

D. As a specific and material inducement to Landlord and SunTrust to enter into and accept the Sublease Documents and to cause and participate in the SunTrust Financing, Guarantor has agreed to execute and deliver this Guaranty, and by this Guaranty to guarantee:

1. the payment of all Base Rent and all other sums and charges payable by Tenant under the Sublease Documents (the “*Tenant Payment Obligations*”), together with
2. any and all damages (actual and consequential), costs and expenses which shall at any time be recoverable by Landlord or SunTrust from Tenant by virtue of the Sublease Documents, including without limitation
3. any fees, costs and expenses incurred in enforcement of the Sublease Documents (individually and collectively, whether now or hereafter existing, the “*Guaranteed Obligations*”).

NOW, THEREFORE, in consideration of the execution and delivery of the Sublease Documents by Landlord and SunTrust, and in consideration of Landlord and SunTrust causing and participating in the SunTrust Financing, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Guarantor hereby covenants and agrees as follows to the following provisions:

1. **RECITALS.** The recitals to this Guaranty are true and incorporated in this Guaranty.

2. **GUARANTY OF GUARANTEED OBLIGATIONS.** Guarantor guarantees, absolutely and unconditionally, to Landlord and SunTrust the full and prompt payment of all Guaranteed Obligations. Guarantor hereby covenants and agrees to and with Landlord and SunTrust that if Tenant, or its successors and assigns, shall default at any time in the payment of any Tenant Payment Obligations or any other sums or charges payable by Tenant under the Sublease Documents, Guarantor shall forthwith pay to Landlord and SunTrust such sums and shall immediately pay to Landlord and SunTrust all damages that may arise in consequence of any such default by Tenant, including, without limitation, all attorneys' (including paralegals' and similar support personnel's), consultants' and accountants' fees, costs and disbursements (including those related to any appellate matters) incurred by Landlord or SunTrust or caused by any such default and/or the enforcement of this Guaranty and/or the collection of amounts payable hereunder.

3. **EFFECTIVENESS OF GUARANTY.** This Guaranty shall be in effect during the entire period the Sublease Documents are in effect, including all renewals and extensions and surviving obligations thereunder, beginning with the full execution and delivery of the Sublease Documents, and the liability of the Guarantor hereunder shall not be affected, waived, released, discharged, modified or diminished by reason (a) of any assignment of the Sublease Documents by Tenant or any subletting of the Leased Property thereunder, whether pursuant to a foreclosure of the Leasehold Mortgage or otherwise, (b) of any dealings or transactions occurring between any of Landlord and Tenant and SunTrust, (c) of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or the rejection or disaffirmance of the Sublease Documents in any proceedings, or (d) that any other obligation of Tenant is changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or that any default with respect thereto is waived, whether or not notice thereof is given to Guarantor.

4. **MODIFICATION OF GUARANTEED OBLIGATIONS.** Guarantor acknowledges and agrees that the Guaranteed Obligations may, from time to time, be exchanged, surrendered, changed, altered, continued, renewed, extended, modified, compromised, released or waived by Landlord (with respect to itself only) or SunTrust (with respect to itself only), and that Landlord or SunTrust may extend further credit in any manner whatsoever to Tenant, and generally deal with Tenant as Landlord and SunTrust may see fit, all without notice to or assent by Guarantor, as if Landlord and SunTrust have each obtained the prior written consent of Guarantor; and Guarantor shall remain bound under this Guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, modification, continuance, compromise, waiver, inaction, extension of further credit or other dealing.

5. **WAIVERS BY GUARANTOR.** Guarantor hereby expressly waives (a) notice of acceptance of this Guaranty, (b) presentment and demand for payment of any of the Guaranteed Obligations, and (c) protest and notice of nonpayment, nonperformance, nonobservance or default to Guarantor or to any other party with respect to any of the Guaranteed Obligations. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord or SunTrust against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord or SunTrust pursuant to provisions of the Sublease Documents.

6. **ABSOLUTE, UNCONDITIONAL GUARANTY OF PAYMENT.** This Guaranty is an absolute and unconditional guaranty of payment, and not of collection, regardless of any Legal Requirement now or in the future in effect which might in any manner affect the obligations of Tenant or any rights of Landlord or SunTrust, or cause or permit to be invoked any alteration of time, amount, currency, or manner of payment of any of the obligations guaranteed. This Guaranty shall be enforceable against Guarantor without the necessity for any suit or proceeding on Landlord's or SunTrusts' part of any kind or nature whatsoever against Tenant, and without the necessity that resort be had to any security.

No invalidity, irregularity or unenforceability of all or any part of the Sublease Documents shall affect, impair or be a defense to this Guaranty and this Guaranty shall constitute a primary obligation of the undersigned.

7. **SUCCESSORS AND ASSIGNS.** Each reference herein to Landlord shall be deemed to include Landlord's successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference herein to SunTrust shall be deemed to include SunTrust's successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference herein to Guarantor shall be deemed to include the legal representatives, successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty. The obligations hereunder of each party comprising Guarantor shall be joint and several, and the release of one of such parties shall not release any of the other parties.

8. **NO WAIVERS.** No delay on the part of Landlord or SunTrust in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of Landlord or SunTrust to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty nor any termination hereof be effective against Landlord unless in writing signed by Landlord, or effective against SunTrust unless in writing signed by SunTrust, nor shall any waiver be applicable except in the specific instance for which given.

9. **ENFORCEMENT.** Landlord and SunTrust and Guarantor hereby:

(a) irrevocably consent and submit to the jurisdiction of any federal, state, county or municipal court sitting in Brevard County, Florida, in respect to any action or proceeding brought therein by any party against another concerning any matters arising out of or in any way relating to this Guaranty or the Sublease Documents;

(b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any jurisdiction other than courts located in Brevard County, Florida might be claimed;

(c) irrevocably waive personal service of any summons and complaint, and consents to the service of process in any such action or proceeding in accordance with the procedures and at the addresses set forth in Section 9 below;

(d) irrevocably waive all objections as to venue in the 18th Judicial Circuit of Florida in Brevard County, Florida, and any and all rights either party may have to seek a change of venue with respect to any such action or proceeding initiated in Brevard County circuit court;

(e) agree that the laws of the State of Florida shall govern in any such action or proceeding, and waives any defense to any action or proceeding granted or allowed by the laws of any other state, country or jurisdiction unless such defense is also allowed by the laws of the State of Florida; and

(f) agree that any final judgment rendered against either party in any such action or proceeding shall be conclusive and may be enforced in a court of competent jurisdiction located in Brevard County, Florida, or any other jurisdiction by suit on the judgment or in any other manner provided by law, and expressly consent to the affirmation of the validity of any such judgment by the court of competent jurisdiction located in Brevard County, Florida, or any other jurisdiction so as to permit execution thereon.

The parties further agree that any action or proceeding by Guarantor against Landlord or SunTrust with respect to any matters arising out of or in any way relating to the Sublease Documents shall be brought only in Brevard County, Florida. Without limiting any party's rights hereunder, if any legal action or other proceeding is brought for the enforcement of this Guarantee, Landlord and SunTrust and their respective designees (the "**Enforcement Parties**") shall be entitled to recover their reasonable attorneys' fees, court costs, and expenses, whether at trial, upon appeal, or during investigation by the Enforcement Parties in prosecuting or defending such legal action or other proceeding. Each Enforcement Party shall be entitled to recover attorneys' fees, costs, and expenses incurred in establishing or quantifying the amount of attorneys' fees, costs, and expenses due to it. The court costs and expenses to which the Enforcement Parties shall be entitled pursuant this section are not limited to taxable costs and shall include, but not be limited to, costs of experts and investigation; costs of copying documents and other materials (whether for discovery, trial, or any other purpose); costs for electronic discovery; Westlaw, Lexis Nexis, and other electronic research service charges; telephone charges; mailing, commercial delivery service, and courier charges; travel expenses (whether for investigation, depositions, hearings, trial, or any other purpose); information technology support charges; any and all consultant or expert witness fees (whether or not the consultant or expert witness prepares a court-ordered report or testifies at a deposition, hearing, or trial); and court reporter and transcript fees (whether for an evidentiary or non-evidentiary hearing).

10. **NOTICES.** All notices, demands and other communications under this Guaranty and all process being served by any party in any suit or proceeding of the nature referred to in this Guaranty shall be in writing and shall be deemed to have been duly given if delivered in person or by certified or registered United States mail, with return receipt requested, as follows: (a) if to Guarantor, to the Name and Address of Tenant for Notices and Payment, as provided in the Sublease; (b) if to SunTrust, to the Name and Address of SunTrust for Notices and Payment, as provided in the Sublease; and (c) if to Landlord, to the Name and Address of Landlord for Notices, as provided in the Sublease.

11. **COUNTERPARTS.** This Guaranty may be executed in one or more counterparts, each of which counterparts shall be an original.

12. **CUMULATIVE REMEDIES.** All of Landlord's and SunTrust's rights and remedies under the Sublease Documents or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

13. **WAIVER OF JURY TRIAL.** AS A FURTHER INDUCEMENT TO LANDLORD AND TRUSTEE TO ACCEPT THE SUBLEASE DOCUMENTS AND TO CAUSE AND PARTICIPATE IN THE SUNTRUST FINANCING, AND IN CONSIDERATION THEREOF, LANDLORD AND TRUSTEE AND GUARANTOR COVENANT AND AGREE THAT IN ANY ACTION OR PROCEEDING BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY, LANDLORD AND TRUSTEE AND GUARANTOR SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. THIS WAIVER IS KNOWINGLY AND VOLUNTARILY GIVEN; GUARANTOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD AND TRUSTEE TO ENTER INTO THE SUBLEASE DOCUMENTS WITH TENANT AND TO CAUSE AND PARTICIPATE IN THE SUNTRUST FINANCING FOR THE BENEFIT OF TENANT.

14. **GOVERNING LAW.** The Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of law principles.

15. **AMENDMENTS.** There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by Landlord and SunTrust and Guarantor.

16. **FINANCIAL STATEMENTS AND BUDGET.** Guarantor must provide to the Issuer promptly after the end of its fiscal year its financial statements as of the end of the previous fiscal year and its annual budget for the next fiscal year, both as soon as available, but in any event no later than 30 days after the date of adoption of the new budget or no later than 210 days after the close of the previous fiscal year, whichever is sooner.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the _____ day of _____, 20__.

WITNESSES

GUARANTOR

Print Name: _____

_____, a _____

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 20__ by _____, the _____ of _____, a _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____

AGREED AND ACCEPTED:

SPACE FLORIDA:

Print Name

Print Name

By: _____
Name: _____
Title: _____

ATTACHMENT G

ATTACHMENT H

COMMON AREAS AFFECTING THE PARCEL

ATTACHMENT I

SITE PLAN OF THE PARCEL AND PHASE I PREMISES

ATTACHMENT J

LEASES

ATTACHMENT K

FACTORY REQUIREMENTS

ATTACHMENT L

FORM OF MEMORANDUM OF OCCUPANCY DATE

ATTACHMENT M

FORM OF RECORDABLE MEMORANDUM OF LEASE

SCHEDULE 1

FINAL PLANS AND SPECIFICATIONS

SCHEDULE 2

LIST OF STORMWATER AND DREDGE AND FILL PERMITS