

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-50815	DATE 4-11-11	PAGE 1 of 1
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ADDRESS OF PREMISES

13077 Veveras Drive, Jacksonville, FL 32258

THIS AGREEMENT, made and entered into this date by and between: GenCap Jacksonville, LLC

Whose address is 6938 North Santa Monica Boulevard  
Fox Point, WI 53217-3942

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 11, 2011 as follows:

The Lease is amended to show the following Change of Ownership/Payee:

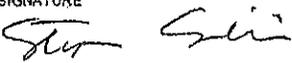
New Lessor: GenCap Jacksonville, LLC  
6938 North Santa Monica Boulevard  
Fox Point, WI 53217-3942

New Payee:  
  
GenCap Jacksonville, LLC  
6938 North Santa Monica Boulevard  
Fox Point, WI 53217-3942

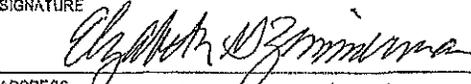
All other terms and conditions of the Lease shall remain in force and effect.

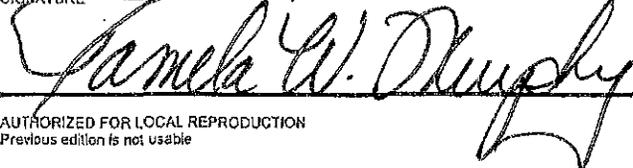
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: GenCap Jacksonville, LLC

SIGNATURE 	NAME OF SIGNER Stephen Sirkis
ADDRESS General Capital 6938 N. Santa Monica Blvd., Fox Point WI 53217	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER
ADDRESS 6938 N. Santa Monica Blvd Fox Point 53217 General Capital UNITED STATES OF AMERICA	

SIGNATURE 	NAME OF SIGNER PAMELA W. MURPHY
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

**NOVATION AGREEMENT**  
**PURSUANT TO 41 U.S.C. §15**

**General Capital Acquisitions, LLC**, Transferor, a limited liability company organized and existing under the laws of the State of Wisconsin; **GenCap Jacksonville, LLC**, Transferee, a limited liability company, organized and existing under the laws of the State of Wisconsin with its principal office in Fox Point, Wisconsin; and **the United States of America**, acting by and through the General Services Administration (“Government”), enter into this Agreement as of this 17<sup>th</sup> day of April, 2011:

(a) The Parties agree to the following facts:

(1) The Government, represented by its Contracting Officer of the General Services Administration, has entered into certain leases with the Transferor, namely: Lease No. GS-04B-50815. The term “the lease”, as used in this Agreement, means the above lease including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these leases). Included in the term “the lease” are also all modifications made under the terms and conditions of this lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of MARCH 24, 2011, the Transferor has transferred to the Transferee the subject building of the Transferor by virtue of various instruments, including but not limited to a deed and an Assignment and Assumption of Leases between the Transferor and the Transferee.

(3) The Transferee has acquired all interest in the subject real estate and building by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the lease.

(6) It is consistent with the Government’s interest to recognize the Transferee as the successor party to the lease.

(7) Evidence of the above transfer has been filed with the Government.

(b) In Consideration of these Facts, the Parties Agree that by This Agreement:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease.

(2) The Transferee agrees to be bound by and to perform each lease in accordance with the conditions contained in the lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the lease as if the Transferee were the original party to the lease.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the lease, with the same force and effect as if that action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the lease as if the Transferee were the original party to the lease. Following the effective date of this Agreement, the term Lessor, as used in the lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the lease, shall be considered to have discharged those parts of the Government's obligations under the lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the lease.

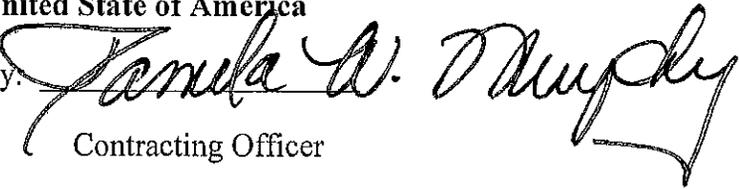
(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—(i) Assumes under this Agreement or (ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(10) Each individual executing this Novation Agreement represents that he or she is authorized to do so by the respective party and to thereby legally bind that party hereto.

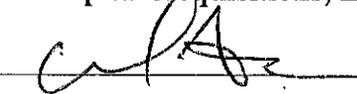
WHEREFORE, the parties, pursuant to 41 U.S.C. §15 and 48 C.F.R. §42.1204, execute this Novation Agreement as shown below.

**United State of America**

By:   
Contracting Officer

**Transferor:**

**General Capital Acquisitions, LLC**

By:   
~~David J. Weiss~~ Michael A. Weiss  
Manager

**Transferee:**

**GenCap Jacksonville, LLC**

By:   
~~David J. Weiss~~ Michael A. Weiss  
Manager