

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-04B-59187	DATE 9/6/12	PAGE 1 of 2
---	-------------------------------------	-----------------------	-----------------------

ADDRESS OF PREMISES **200 George King Blvd., Cape Canaveral, FL 32920-3304**

THIS AGREEMENT, made and entered into this date by and between **Hoover Property Canaveral, LLC**

whose address is **13775 N. Nebraska Avenue
Tampa, FL 33613-3320**

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

Paragraphs 1, 2, 3, 4, and 10, 11, 12, 15 of the lease are hereby deleted in their entirety and replaced as follows:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 14,704 Rentable Square Feet (RSF) of office and related space, consisting of 13,673 ANSI/BOMA Office Area Square Feet (ABOASF) at 200 George King Boulevard, Cape Canaveral, Florida, 32920-3304.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 16, 2012 through July 15, 2027, subject to termination and renewal rights as may be hereinafter set forth.

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER RSF¹</u>	<u>RATE PER BOASF²</u>	<u>MONTHLY RATE</u>
07/16/2012– 07/15/2022	\$639,946.47	\$43.52	\$46.80	\$ 53,328.87
07/16/2022 – 07/15/2027	\$639,253.77	\$43.47	\$46.75	\$ 53,217.15

Note 1: The rate per Rentable Square Foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

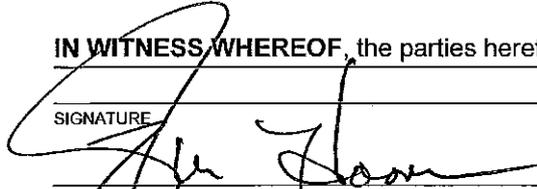
Note 2: The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

"4. The Government may terminate this lease, in whole or in part, at any time on or after July 16, 2022, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

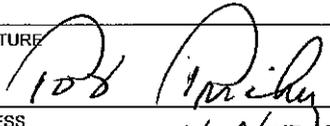
Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

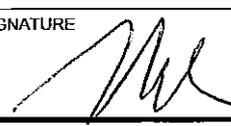
Lessor Hoover Property Canaveral, LLC

SIGNATURE 	NAME OF SIGNER VIN HOOVER
ADDRESS 13775 N. NEBRASKA AVE., TAMPA, FL 33613	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER TOB TRICKEY
ADDRESS 13775 N. NEBRASKA AVE., TAMPA, FL 33613	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER MICHAEL ELLIS
OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER	

- "10. The rental rate in Paragraph 3 for the period 07/16/2012 through 07/15/2022 includes all Tenant Improvements (TI). In accordance with Paragraph 3.2 of SFO 8FL2076, the Tenant Improvement allowance (T/I) provided in the lease is \$37.454760 per ABOASF, or a total of \$512,118.93 amortized at an interest rate of 7% over ten (10) years yielding an annual cost of \$71,353.62 at a rate of \$5.22 per ABOASF (\$4.85 per RSF). The T/I allowance will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the T/I cost exceeds \$37.454760 per ABOASF (for up to 13,673 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire TI allowance of \$37.454760 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out.
- "11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8FL2076, the annual shell cost is established as \$375,020.19 yielding \$27.43 per ABOASF (\$25.50 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period 07/16/2012 through 07/15/2022. For the period 07/16/2022 to 07/15/2027, the annual shell cost steps up to \$468,775.64 yielding \$34.28 per ABOASF (\$31.88 per RSF) which is inclusive of the rental rate in Paragraph 3.
- "12. In accordance with Paragraph 3.4 (GSA Forms and Pricing Information) of SFO No. 8FL2076, the Building Specific Amortized Security totals \$165,754.00 amortized at an interest rate of 7% over ten (10) years yielding an annual cost of \$23,094.53 at a rate of 1.69 per ABOASF (\$1.57 per RSF), and is inclusive of the rental rate in Paragraph 3 for the period 07/16/2012 through 07/15/2022.
15. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 8FL2076, the annual operating cost is established as \$170,478.13 yielding an escalation base of \$12.47 per ABOASF (\$11.59 per RSF), which is inclusive of the rental rate in Paragraph 3 for the period 07/16/2012 to 07/15/2027."

All other terms and conditions remain in full force and effect.

****LAST ITEM****

INITIALS  LESSOR
GOVT