

Exhibit B
RESTRICTIONS AND DEED COVENANTS

Modifications of Restrictive Covenants for the area
Platted as Enterprise Park and also known as Gateway Industrial
Park and now known as Spaceport Commerce Park

The Board of County Commissioners of Brevard County, Florida is the owner, (hereinafter referred to as "Owner") of certain real property located within the plat at Plat Book 32, Page 74 entitled Enterprise Park formerly known as Gateway Center Industrial Park and now known as Spaceport Commerce Park and hereinafter referred to as the "Property".

WHEREAS, Brevard County, Florida as the owner of the platted property imposed at said Official Records Book 2460, Page 2995 "Restrictive Covenants Gateway Center Industrial Park" amended at Official Records Book 2508, Page 2917; and

WHEREAS, the Owner desires to amend the restrictions upon the use and development of the Property located within Spaceport Commerce Park formally known as Enterprise Park and Gateway Center Industrial Park for the mutual benefit and protection of itself and the persons who may hereafter purchase and/or lease the said Property or any portion thereof; and

NOW, THEREFORE, the Owner does hereby declare the Property contained in the Enterprise Park at Plat Book 32, Page 74 also known as Gateway Center Industrial Park and (hereinafter Spaceport Commerce Park) to be subject to the following conditions, restrictions, standards, and reservations binding upon every person or corporation who shall hereafter become the purchaser or lessee of the said Property therein:

1. **Use:** The use policy for the Property within the Spaceport Commerce Park shall be for light, high technology industrial and related commercial and office operations, where such uses exhibit only those operational characteristics having low nuisance values with respect to dust, smoke, odors, gases, noise, fumes, heat, vibration and other traits associated with light, high technology industrial and related commercial and office operations. The specific uses identified below are allowed:

Permitted Principal Uses: Light High Technology

- (a.) Wholesaling distribution centers and associated warehousing and storage.
- (b.) Research and design laboratories.
- (c.) Exhibition and nonretail showroom centers/ trade or convention centers.
- (d.) Manufacturing including manufacturing, compounding, processing, packaging, storage, treatment or assembly of products utilizing preprocessed materials within a structure that does not require exterior storage.
- (e.) Technology and research centers including fabrication or production of technical/ scientific products and materials within an enclosed structure.
- (f.) Printing, publishing or similar establishments.
- (g.) Service establishments catering to commerce and industry including but not limited to restaurants, coffee shops and cafeterias, outlets for business supplies, sales of prescriptions and personal care products, newsstands and similar establishments.
- (h.) Business and professional offices.
- (i.) Vocational, technical, trade or industrial schools and similar uses.
- (j.) Freight movers.
- (k.) Medical clinic in connection with industrial activity.
- (l.) Packaging and delivery express service.
- (m.) Employee credit unions.
- (n.) Retail sales incidental to manufacturing or product floor area. Such retail sales shall be located within the principal buildings.
- (o.) Heliports or landing pads.

Accessory Use:

- (a.) Uses and structures which are on the same lot and of a nature customarily incidental and subordinate to the principal building structure or use.
- (b.) Uses and structures which are in keeping with the character of the district.
- (c.) No residential facilities shall be permitted except for watchmen or caretakers whose work requires residence on the premises or for employees who will be temporarily quartered on the premises.

Conditional Use:

(a.) Child care facility.

(1.) No certificate of occupancy shall be issued until a license has first been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of these regulations.

(2.) A landscape buffer in accordance with Section 35-38 shall be required on nonstreet property lines.

(3.) Such facility shall provide a passenger dropoff zone adjacent to the facility providing clear ingress and egress from parking and other areas.

(4.) All structures, playgrounds, and outdoor recreation areas be setback minimum of fifty (50) feet from any abutting residential zoning district or residential use.

(b.) Motion pictures, radio and television broadcasting facilities and transmission towers.

(1.) Towers shall be located on the site so as to provide a minimum distance equal to the height of the tower front all property lines.

(c.) Multi-use buildings consisting of two or more permitted and/or conditional uses.

(d.) Health studio spa and similar establishments.

(e.) Banks and financial institutions (with drive-in facilities).

(1.) Each drive-in stacking lane must be clearly defined and designed as to not conflict or interfere with other traffic utilizing the site.

(2.) A bypass lane shall be provided if one way traffic flow pattern is utilized.

Prohibited uses shall include churches, K-12 private or public schools, and other schools unrelated to manufacturing and "high tech" industries. In no way shall this use policy be construed to imply the Property can be used for heavy manufacturing, hotel or motel, establishments serving food or beverages for the employees or guests of the facility. The latter may be permitted where the establishment is part of a light, high technology industrial and related commercial or office operation functioning as a company cafeteria, lunch room, day care, etc. solely for the use of its employees and guests. The Owner, its successors or assigns, shall not be obligated to grant their consent to any industrial, commercial or office use, and shall have the right, as a condition to any consent, to impose limitations and requirements as it may deem to be in the best interests of the area and to the objectives of the Spaceport Commerce_Park. Any consent may be revoked if at any time a consented use is found to be inconsistent with the use policy as stated herein, and/or is found to be an unreasonable and uncorrectable nuisance in spite of limitations or requirements.

Anything herein to the contrary notwithstanding, this amendment shall only apply to those properties located within the Plat of Enterprise Park recorded in Plat Book 32, Page 74, Public Records of Brevard County, Florida. Should additional properties outside the Plat of Enterprise Park be encumbered by the initial restrictions to Spaceport Commerce Park f/k/a Gateway Central Industrial Park f/k/a Enterprise Park recorded in Official Records Book 2460, Page 2295, Public Records of Brevard County,

Florida, this amendment shall not apply to such property. In addition, one property owner within the Spaceport Commerce Park had an existing daycare use not included within this paragraph 1 as a permitted use on the date of recording this amendment. That parcel with a partial inconsistent use is identified at Official Records Book 5996, Page 1770. The inconsistent or nonconforming use is located on 3600 square feet out of 14,000 square feet shall be entitled to continue to have such uses upon the property, for as long as that use shall be continuously maintained and is not abandoned for more than one year.

2. **Review**: The Owner sells or leases the Property subject to the expressed condition that the purchaser or tenant shall assure that any future user purchasing, leasing, or subleasing the Property from the purchaser or tenant shall meet the use restrictions set forth in paragraph 1. Use: of the Restrictive Covenants. Such assurance shall take the form of a clause in the lease instrument of deed requiring compliance. The lease instrument or deed shall be submitted to the Spaceport Commerce_Park Authority, or its successors or assigns, prior to sale, lease or sublease of the Property so that the Spaceport Commerce Park Authority may verify the imposition of such condition and restriction.

The Board of County Commissioners, through the Spaceport Commerce Park Authority, shall have the right to approve the intended use of such subsequent owner or tenant, which approval will be based on the permitted uses described in the Restrictive Covenants. The intended use will be deemed approved if not rejected in writing within ten (10) days of the request for approval.

3. **Limitations**: No illegal trade, business or activity shall be permitted on the said Property. No operations shall be conducted on said Property which will cause an emission of offensive dust, smoke, odors, gases, noise, fumes, heat vibrations or other industrial traits which may be or become a nuisance or an unreasonable annoyance to other property within the Spaceport Commerce Park, except for temporary periods of construction and repairs of buildings, parking areas and other improvements.

4. **Lot Restrictions**: The minimum size of a lot shall be two and one-half (2½) acres. However, minimum lot sizes shall be subject to reduction to not less than one (1) acre lots in forty percent (40%) of the platted area of Enterprise Park, now known as Spaceport Commerce Park; no more than one hundred thirty and a half (130.5) acres may be reduced to less than two and a half (2.5) acre lots. In addition, no lot abutting Shepherd Drive shall be less than 2 ½ acres in size. Structural coverage, including outside storage areas, shall not exceed fifty (50) percent of the lot.

5. **Building Material and Architectural Standards**: No wooden frame, metal or pre-engineered metal buildings shall be constructed or placed on the property. No building shall have a metal roof without written permission of the Owner. Metal or pre-engineered metal buildings may be considered as viable construction alternatives if such buildings are designed with a façade that completely disguises the metal construction characteristics of the building's front and the first twenty-five (25) feet of each side. The Owner reserves the right to reject any architectural design if so recommended by the Spaceport Commerce Park Authority. Except for metal or pre-engineered metal buildings as provided for herein, all exterior walls of buildings shall be of exposed, concrete-aggregate, stucco, glass, terrazzo, natural stone, brick, or wood siding. All buildings shall be finished by painting, staining or other processes. An Architectural Elevations and Building Materials Statement shall be submitted to the Spaceport Commerce Park Authority.

6. **Signs and Lighting**: No lighted signs with neon lights, intermittent, or flashing lights or LED lights shall be allowed.

7. **Utilities**: The Purchaser or Lessee shall make arrangements with applicable utility providers for securing electrical and telephone services to said property.

8. **Water and Sanitary Sewer Systems and Solid Waste**: Water Distribution lines are located in easements or street rights-of-way. The Purchaser or Lessee shall be responsible for constructing water line extensions to the building site. The Purchaser or Lessee shall be required to obtain approval (permits) from the City of Titusville.

The Purchaser or Lessee shall be responsible for the design and construction of sanitary sewer extensions to the building site from the existing sanitary sewer system, designed to collect effluents at the property line. The Purchaser or Lessee shall be responsible for obtaining permit approval from the City of Titusville and The State of Florida Department of Environmental Protection for the construction of sanitary sewer extensions. Special requirements may be imposed on the industrial user to limit or control problems which could occur at the treatment site as a result of heavily loaded industrial waste discharge. The State of Florida Department of Environmental Protection shall govern the quality of sewage discharge of the Purchaser or Lessee. No septic tanks shall be used for the treatment of industrial effluent.

9. **Maintenance**: The Purchaser or Lessee of any lot shall at all times keep the premises, buildings, and improvements in a safe and clean condition, and comply in all respects with government health and policy requirements. All landscaping and exterior portions of structures shall be maintained in order to keep an attractive appearance.

10. **Waiver**: The Owner, its successors or assigns, shall have the right in writing to waive minor variances of any of the restrictions or requirements herein set forth.

11. **Enforcement of Restrictive Covenants**: These restrictive covenants herein are made for the benefit of the Owner, its successors or assigns, and all persons who shall hereafter occupy the Property as Purchasers or Lessees to the Owner. Any person or persons for whose benefit these covenants have been made may pursue any suit or action necessary to enforce them for breach or refusal to conform to the specific requirements thereof or any action lawfully taken thereunder, or to seek injunctive relief or enforcement of assessments or damages, as the case may be, in any court of competent jurisdiction.

12. **Invalidation and Termination**: Invalidation of any restrictive covenant shall not affect the validity of any other covenant, but the same shall remain in full force and effect.

Any covenant herein above may be altered or rescinded by the recording of a document among the Public Records of Brevard County, Florida, and signed by the Owner, together with other Purchasers or Lessees owning and controlling three-fourths in area of the property within the Spaceport Commerce Park.

13. The Owner, its successors or assigns, shall adhere to all applicable local, state and federal laws.

14. Attorneys Fees In any suit to enforce the Restrictive Covenants, each party shall bear its own attorneys fees.

IN WITNESS WHEREOF, the Owner has executed these Covenants and Restrictions by the undersigned executive officer, and has caused its seal to be affixed, attested by its undersigned Clerk, all pursuant to lawful authority, as of the 3 day of August, 2010.

ATTEST:

STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS
COUNTY OF BREVARD OF BREVARD COUNTY, FLORIDA

Scott Ellis
Scott Ellis, Clerk

This is to certify that the foregoing is a true and correct copy of Coven. Mary Bolin and official seal this 3 day of August 2010 As approved by the Board on: AUG 03 2010

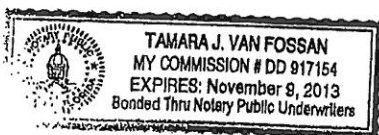
STATE OF FLORIDA §
COUNTY OF BREVARD §

SCOTT ELLIS
Clerk Circuit Court
BY Scott Ellis D.C.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARY BOLIN and SCOTT ELLIS, to me known and known to be the person(s) described in and who executed the foregoing Restrictive Covenants as CHAIRMAN and CLERK, respectively, of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board.

WITNESS my hand and official seal in the State and County last aforesaid this 3 day of Aug 2010.

Tamara J. Van Fossan
Notary Public Tamara J. Van Fossan



Advanced Electrical Installations, Inc.

WITNESS

Matthew E. Gass, President
Owner of 2.74 acres or ____% of platted area.

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name
Commission No.:
Commission Expires:

City of Titusville

Matthew Gass

Owner of 5.11 acres or ____% of platted area



Debra S. Denman
Debra S. Denman
witness

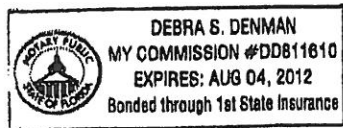
Wanda F. Wells
WITNESS

Wanda F. Wells
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 24 day of August, 2010 by Mark Ryan who is personally known to me or who has produced personally known as identification and who did/did not take an oath.

Debra S. Denman
NOTARY PUBLIC
Debra S. Denman
Type or Print Name
Commission No.: DD811610
Commission Expires: Aug. 4, 2012



J. H. E.
WITNESS
John H. E. Am
(Print or Type Name)

Brittany Ray
WITNESS
Brittany Ray
(Print or Type Name)

Mary J. Cianfiogna, as Successor
Trustee of the Louis V. Cianfiogna Trust
U/A/D July 11, 2008

Mary J. Cianfiogna
Mary J. Cianfiogna, as Successor
Trustee
Owner of 4.76 acres or ___% of platted
area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 26th day of March, 2010
by Mary J. Cianfiogna who is personally known to me or who has produced
drivers license as identification and who did/did not take an oath.



Brittany Ray
NOTARY PUBLIC
Brittany Ray
Type or Print Name
Commission No.: _____
Commission Expires: 10/27/13

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

Knight Enterprises, LLC

C. Reed Knight, Jr., Managing Member
Owner of 11.96 acres or ___% of platted
area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ___ day of _____, 2010
by _____ who is personally known to me or who has produced _____ as
identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Cartridge Source America, Inc.

Joseph R. Hurston, President
Owner of 5.15 acres or ___% of platted area

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____

Kathryn Parris

WITNESS

Kathryn Parris

(Print or Type Name)

Brittany Ray

WITNESS

Brittany Ray

(Print or Type Name)

Transport Refrigeration Parts Exchange, Inc.

Scott Rittenhouse

Scott Rittenhouse, President
Owner of 2.46 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December, 2010 by Scott Rittenhouse who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.

Brittany Ray

NOTARY PUBLIC

Brittany Ray

Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13



Karen Shelley
WITNESS
Karen L Shelley
(Print or Type Name)

Meagan O'Connor
WITNESS
Meagan O'Connor
(Print or Type Name)

H.I.S. Painting, Inc.
[Signature]
Angela D. Heyne, President
Owner of 5.01 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Brittany Ray
NOTARY PUBLIC
Brittany Ray
Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13

Karen Shelley
WITNESS
Karen L Shelley
(Print or Type Name)

Meagan O'Connor
WITNESS
Meagan O'Connor
(Print or Type Name)

H.I.S. Painting, Inc.
[Signature]
Angela D. Heyne, President
Owner of 5.00 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Brittany Ray
NOTARY PUBLIC
Brittany Ray
Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13

Susan Schricker

WITNESS

Susan Schricker
(Print or Type Name)

Brittany Ray

WITNESS

Brittany Ray
(Print or Type Name)

Stinger Fiberglass, LLC

Arthur Schricker

Arthur Schricker, President
Owner of 2.58 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December, 2010 by Arthur Schricker who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Brittany Ray

NOTARY PUBLIC

Brittany Ray
Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

David Hofius

Shirley Hofius

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No.: _____

Commission Expires: _____

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

Millsource, Inc.

Dale Barry, President
Owner of 10 acres or _____% of platted area

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____

Alysa Fike

WITNESS

Alysa Fike

(Print or Type Name)

Mary Beth Swenson

WITNESS

Mary Beth Swenson

(Print or Type Name)

Wiscor § 10
STATE OF FLORIDA §
COUNTY OF Dade §

The foregoing instrument was acknowledged before me this 8 day of March, 2010
by Stuart C. Anders who is personally known to me or who has produced
same person as identification and who did/did not take an oath.

Allied Industries, LLC
Stuart C. Anders

Stuart C. Anders, Managing Member
Owner of 2.5 acres or 100% of platted
area

TA

NOTARY PUBLIC
Terry A. Weismann

Type or Print Name
Commission No.: _____
Commission Expires: 11/06/11

Mary D Jimenez
mary D. Jimenez

Kimberly J. Paschke
WITNESS

Kimberly J. Paschke
(Print or Type Name)

Titusville-Cocoa Airport Authority

Michael Powell
, President

Owner of 52.092 acres or ___% of platted area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 8th day of November, 2010 by Michael D Powell who is personally known to me or who has produced Known as identification and who did/did not take an oath.



Mary D. Jimenez
NOTARY PUBLIC

Mary D. Jimenez
Type or Print Name
Commission No.: _____
Commission Expires: _____

Petroleum Resources and Development, Inc.

Robert Griner
Robert Griner, President

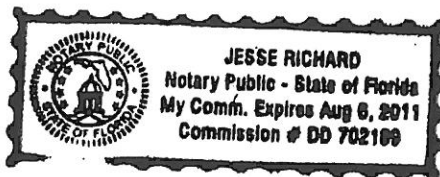
Owner of 4.74 acres or ___% of platted area

Kenneth P. Richard
WITNESS

Kenneth P. Richard
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2³ day of February, 2010 by Kenneth P. Richard who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



Jesse Richard
NOTARY PUBLIC

Jesse Richard
Type or Print Name
Commission No.: DD 702189
Commission Expires: 8-6-11

Regulation Type	Planned Industrial Park Zoning	Restricted Covenants	Comments
Land Use	Warehousing, wholesale Laboratories Manufacturing Technology, Research Printing Service establishments Offices Vocational Trade Schools Freight Movers Packaging & Delivery Employee Credit Unions Retail Sales (incidental)	Light Industrial High Technology Office (incidental) Commercial (incidental) Light Manufacturing	Similar goals. PID has broader use language, but the intent is very similar City removed assembly (convention centers and trade shows) from the PID in 2005
Lot Size	Five acres for development site 30,000 square feet (.69 acres) for minimum lot size within the development	2.5 acres	The PID facilitates smaller industries
Lot Width	150 feet	None	Inconsistent
Min. Lot Coverage	None	50 percent	Inconsistent
Height	None, except over fifty feet shall provide 1 foot additional setback for each additional foot in height.	60 feet	Inconsistent, either one could be considered more flexible
Setbacks	Front: 50 feet for building, 25 feet for parking Side: 35 feet for building, 15 feet for parking Side Corner: 50 feet with parking permitted Rear: 25 feet	Front: 50 feet (states from ROW, assuming front), 30 feet for parking Side: 25 feet Side Corner: 50 feet Rear: 25 feet	Inconsistent
Landscaping	Must have theme Underground irrigation on ROW Curbed islands 20 feet buffer	Must have plan No specific requirements	PID is much more stringent
Loading areas	Must have 100% opaqueness from ROW with landscaping/build Cannot be in front yard or within 10 feet of side or rear property line	Must be in rear or side of building Must have screen of 6' masonry wall	PID more flexible.
Parking	1 space for each 500 sq ft of space for first 10,000, then 1 space for each 1,000 sq ft	1.5 spaces per 500 sq ft OR 2 spaces for every 3 employees	Inconsistent