

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$5,846)</u>	<u>(\$355,872)</u>	<u>(\$497,694)</u>	<u>(\$497,694)</u>	<u>(\$230,273)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$5,846)</u>	<u>(\$355,872)</u>	<u>(\$497,694)</u>	<u>(\$497,694)</u>	<u>(\$230,273)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSRC 4416
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Rental will be subject to adjustment pursuant to the terms of the Amendment on October 1, 2010.

C. Departmental Fiscal Review: C. Will Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

James O'Neil
 OFMB
 4/15/09
 CN 4/14/09

John J. Jovet
 Contract Dev. and Control
 4/17/09
 E. Jones 4/16/09

This amendment complies with our review requirements.

B. Legal Sufficiency:

James Broke 4/21/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN
PALM BEACH COUNTY AND GALAXY AVIATION OF PALM BEACH, INC.**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of May _____, 2009, by and between **Palm Beach County**, a political subdivision of the State of Florida ("County"), and **Galaxy Aviation of Palm Beach, Inc.**, a Florida corporation, having its office and principal place of business at 3800 Southern Blvd., West Palm Beach, Florida 33406 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport"), located in Palm Beach County, Florida; and

WHEREAS, County has certain real property at the Airport, which is available for lease; and

WHEREAS, the parties entered into that certain Lease Agreement dated October 18, 2000 (R-2000-1067), as amended (the "Lease"); and

WHEREAS, County is permitted to negotiate a lease of an airport facility notwithstanding the provisions of section 125.35, Florida Statutes, and Tenant desires to use the buildings and ground area in conjunction with its aeronautical activities on the Airport; and

WHEREAS, the Department was authorized by the Board of County Commissioners (R-2008-0741) to enter into negotiations with Tenant for the purpose of adding to Tenant's existing leasehold that certain property formerly leased by Specialty Restaurants Corporation and its subsidiary, the 94th Aero Squadron of West Palm Beach, Inc.; and

WHEREAS, Tenant is voluntarily entering into this Amendment with the understanding that the Federal Aviation Administration, and County have various proposed improvement projects planned for the Airport; and

WHEREAS, the parties desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the

meanings set forth in the Lease. Exhibit and article references in this Amendment shall refer to exhibits and articles of the Lease.

Section 2. Replacement of Exhibit "A". Exhibit "A" to the Lease is hereby deleted in its entirety and replaced with Exhibit "A" to this Amendment.

Section 3. Replacement of Exhibit "G". Exhibit "G" to the Lease is hereby deleted in its entirety and replaced with Exhibit "G" to this Amendment.

Section 4. Reimbursement of Lease Termination Costs. In consideration of the lease of Parcel S-5 by County to Tenant, Tenant shall reimburse County in the amount of \$802,263 for all costs associated with the termination of that certain Lease Agreement of Airport Property for Restaurant dated June 19, 1979 (R-79-786), as amended, by and between County and Specialty Restaurants Corporation and its subsidiary, the 94th Aero Squadron of West Palm Beach, Inc., and for the demolition of certain improvements located on Parcel S-5 (the "Reimbursement Payment"). The Reimbursement Payment shall be payable, without demand or deduction, in three (3) consecutive annual installments of \$267,421 on or before December 1st of each year, with the first installment becoming due on December 1, 2009. With the exception of the Reimbursement Payment, Tenant shall not be required to reimburse County for any other costs or expenses incurred by County for the termination of the aforementioned Lease or demolition of improvements located on Parcel S-5 by County.

Section 5. Deletion of Article 2.02. Article 2.02, "Additional Premises", is hereby deleted in its entirety.

Section 6. Amendment of Definitions. Article 2.06, "Aircraft Parking Apron", Article 2.29, "East Tract", Article 2.48, "Premises", Article 2.49, "Property", Article 2.53, "Required West Tract Improvements", and Article 2.61, "West Tract", are hereby deleted in their entirety and replaced with the following:

2.06 "Aircraft Parking Apron" means that portion of the East Tract more particularly identified on Exhibit "A" as the "Aircraft Parking Apron", containing approximately 630,673 square feet, and which includes all of Apron Area 1.

2.29 "East Tract" means that portion of the Premises identified in Exhibit "A" as Parcel S-9.

2.48 "Premises" means the Property, together with all buildings, hangars, structures, aircraft apron areas, pavements, facilities and other improvements now or hereafter constructed thereon, subject to easements, rights-of-way and any other encumbrances of record.

2.49 "Property" means the real property more particularly described on Exhibit "A", which includes the East Tract, West Tract and Parcel S-5, subject to

easements, rights-of-way and any other encumbrances of record, excluding any improvements constructed thereon.

2.53 "Required West Tract Improvements" has the meaning ascribed to it in Article 8.01(A)(1).

2.61 "West Tract" means that portion of the Premises identified in Exhibit "A" as Parcel S-1B, as such parcel may be automatically amended to include Parcel S-1C upon County's notice to Tenant pursuant to Article 4.02(A)(2) below.

Section 7. New Definitions. Article 2, Definitions, is hereby amended to add the following definitions:

2.66 "Access Roads" has the meaning ascribed to it in Article 4.09.

2.67 "Airfield Improvement Project" has the meaning ascribed to it in Article 29.01. All references to the expansion of Runway 9R/27L in this Lease shall be construed as including the Airfield Improvement Project as defined in Article 29.01.

2.68 "Appraisal Adjustment Date" has the meaning ascribed to it in Article 5.11(C).

2.69 "Apron Area 1" means that portion of the Premises identified in Exhibit "A" as Apron Area 1, consisting of approximately 451,454 square feet of Aircraft Parking Apron.

2.70 "Apron Edge Roadway" has the meaning ascribed to it in Article 8.01(A)(3).

2.71 "Base Rental" means: (i) the annual rental provided in Articles 5.01(A) and 5.01(B) for the East Tract and West Tract and Article 5.02 for Buildings 1625-D and 1625-E (containing approximately 36,724 square feet) established on October 1, 2007; (ii) the annual rental established on the date provided for in Article 5.01(C) for Parcel S-5; and (iii) the annual rental established on the dates provided in Article 5.03 for the buildings and improvements identified in Article 5.03. The then current Base Rental shall be adjusted as provided in Article 5.11(C) on the Appraisal Adjustment Dates.

2.72 "Base Rental Year" means the calendar year in which the Base Rental applicable to such ground area, building or improvement is established pursuant to this Lease, as adjusted pursuant to Article 5.11(C).

2.73 "Excess Project Costs" has the meaning ascribed to it in Article 8.07.

2.74 "FlightSafety Lease" has the meaning ascribed to it in Article 4.02(B)(1).

2.75 "Grant Funding" has the meaning ascribed to it in Article 8.07.

2.76 "Option" has the meaning ascribed to it in Article 4.02(B)(1).

2.77 "Option Commencement Date" has the meaning ascribed to it in Article 4.02(B)(1)(a).

2.78 "Option Period" has the meaning ascribed to it in Article 4.02(B)(1)(a).

2.79 "Parcel A" means the real property more particularly described on Exhibit "H" as Parcel A.

2.80 "Parcel B" means the real property more particularly described on Exhibit "H" as Parcel B.

2.81 "Parcel S-1C" means the real property more particularly described on Exhibit "A" as Parcel S-1C, consisting of approximately 33,686 square feet.

2.82 "Parcel S-5" means the real property more particularly described on Exhibit "A" as Parcel S-5, consisting of approximately 327,282 square feet.

2.83 "Parcel S-5 Buildings" has the meaning ascribed to it in Article 16.02.

2.84 "Parcel S-5 Inspection Period" has the meaning provided in Article 4.12.

2.85 "Parcel S-5 Rental Commencement Date" has the meaning ascribed to it in Article 5.01(C).

2.86 "Parcel S-5 Termination Notice" has the meaning ascribed to it in Article 4.12.

2.87 "Parcel S-1C Inspection Period" has the meaning provided in Article 4.02(A)(1).

2.88 "Parcel S-1C Inspection Notice" has the meaning provided in Article 4.02(A)(1).

2.89 "Parcel S-6" means the real property more particularly described on Exhibit "G", consisting of approximately 127,021 square feet, together with all buildings and other improvements now or hereafter constructed thereon.

2.90 "Project" has the meaning ascribed to it in Article 8.07.

2.91 "Project Completion Notice" has the meaning ascribed to it in Article 8.07.

2.92 "Project Reimbursement Amount" has the meaning ascribed to it in Article 8.07.

2.93 "Reimbursement Payment" has the meaning ascribed to it in Section 4 of the Fourth Amendment to this Lease.

2.94 "Required Improvements" means the Required West Tract Improvements and Required Parcel S-5 Improvements.

2.95 "Required Parcel S-5 Improvements" has the meaning ascribed to it in Article 8.01(A)(2).

2.96 "S-6 Taxilane Area" has the meaning ascribed to it in Article 4.02(B)(2).

Section 8. Amendment of Article 3.02. Article 3.02, Option to Renew, is hereby deleted in its entirety and replaced with the following:

3.02 Option to Renew. Provided that Tenant is not in default beyond any applicable cure period as to any of the terms or conditions of this Lease, Tenant shall have the option to renew this Lease for three (3) additional periods of five (5) years each (each term being referred to hereinafter as a "Renewal Term"), by notifying County in writing of Tenant's intent to exercise its option to renew not later than one hundred eighty (180) days prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein, except Tenant shall have one (1) less Renewal Term. Notwithstanding any provision of the Lease to the contrary, the Lease, as it relates to any improvements financed with the proceeds of the Bonds, will not be extended beyond the term of the Existing Lease taking into account the first two (2) additional renewal periods of five (5) years each, without a written opinion of a nationally recognized bond counsel delivered to County, the Trustee and Credit Providers to the effect such extension will not, in and of itself, cause interest on the Bonds to be included in gross income for federal income tax purposes.

Section 9. Amendment of Article 4.02. Article 4.02, Additional Premises, is hereby deleted in its entirety and replaced with the following:

4.02 Additional Premises.

(A) Parcel S-1C.

(1) County shall provide Tenant with written notice of the relocation of the remote receiver facility located on Parcel S-1C following relocation of the facility. Commencing on the date of County's written notice and expiring at 5:00 p.m. sixty (60) days thereafter (the "Parcel S-1C Inspection Period"), Tenant and Tenant's consultants, engineers and agents shall have access to Parcel S-1C for the purposes of conducting any inspections and tests that Tenant deems appropriate with respect to Parcel S-1C, including, but not limited to, the following: (i) physical inspection of Parcel S-1C, (ii) soil investigation, (iii) environmental assessment, (iv) topographic studies, and (v) engineering, utilities and site planning studies. All inspections, surveys and tests performed hereunder shall be conducted at Tenant's sole cost and expense and shall be performed by licensed persons or firms dealing in the respective areas or matters. Tenant agrees to indemnify County from and against all losses, damages, costs, expenses, and/or liability of whatsoever nature arising from or out of Tenant's and/or its agents', contractors', employees' or invitees' entry upon and inspection of Parcel S-1C. Tenant's obligation to indemnify County pursuant to this Article 4.02(A) shall survive the expiration or termination of this Lease. Prior to the expiration of the Parcel S-1C Inspection Period, Tenant shall provide County with one (1) complete copy of all written reports detailing the results of audits, inspections, tests and studies obtained by Tenant under this Article 4.02(A). Tenant shall notify County in writing prior to the expiration of the Parcel S-1C Inspection Period in the event Tenant reasonably determines that it will be unable to use Parcel S-1C for the uses permitted hereunder based on the results of the inspections, or if the environmental assessments reveal the presence of hazardous substances on Parcel S-1C (the "Parcel S-1C Inspection Notice").

(2) Parcel S-1C shall automatically be added to, and become a part of, the West Tract upon the expiration

of the Parcel S-1C Inspection Period unless Tenant has delivered to County the Parcel S-1C Inspection Notice in accordance with the requirements of this Article 4.02(A), time being of the essence. Tenant shall commence payment of ground rental for Parcel S-1C on the first (1st) day of the month following expiration of the Parcel S-1C Inspection Period. Rental for Parcel S-1C shall be established and adjusted in accordance with the provisions of Article 5 applicable to the West Tract.

(B) Parcel S-6.

(1) In consideration of the mutual covenants contained herein and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant shall have the option to lease Parcel S-6 upon the expiration or earlier termination of that certain Development Site Lease Agreement between County and FlightSafety International, Inc., dated February 1, 2000 (R-2000-0154), as may be amended (the "FlightSafety Lease"), subject to the following terms, conditions and limitations (the "Option"):

(a) The term of the Option shall commence on the later of: (i) the date of delivery to Tenant of County's notice to Tenant informing Tenant of such expiration or termination of the FlightSafety Lease, or (ii) the effective date of the expiration or earlier termination of the FlightSafety Lease (either such date, the "Option Commencement Date") and shall expire at 5:00 p.m. one hundred eighty (180) days from the Option Commencement Date (the "Option Period"). At any time during the Option Period, Tenant may deliver written notice to County in accordance with the notice provisions of this Lease stating that Tenant is exercising the Option, and further provided that Tenant is not in material default of this Lease (or event has not occurred, which with the passage of time or giving of notice would constitute a material default), then Tenant shall have exercised the Option. The Option shall automatically terminate if the Option is not

exercised by Tenant in compliance with this Article 4.02(B), time being of the essence.

- (b) During the Option Period, County will provide Tenant and Tenant's consultants, engineers and agents with access to Parcel S-6 for the purposes of conducting any inspections and tests that Tenant deems appropriate with respect to Parcel S-6, including, but not limited to, the following: (i) physical inspection of Parcel S-6, (ii) soil investigation, (iii) environmental assessment, (iv) topographic studies, and (v) engineering, utilities and site planning studies. All inspections, surveys and tests performed hereunder shall be conducted at Tenant's sole cost and expense and shall be performed by licensed persons or firms dealing in the respective areas or matters. Tenant agrees to indemnify County from and against all losses, damages, costs, expenses, and/or liability of whatsoever nature arising from or out of Tenant's and/or its agents', contractors', employees' or invitees' entry upon and inspection of Parcel S-6. Tenant's obligation to indemnify County pursuant to this Article 4.02(B) shall survive the expiration or termination of this Lease. Prior to the expiration of the Option Period, Tenant shall provide County with one (1) complete copy of all written reports detailing the results of audits, inspections, tests and studies obtained by Tenant under this Article 4.02(B).
- (c) The initial annual rental for Parcel S-6 shall be determined by an appraisal obtained by County, which shall set forth the fair market rental of Parcel S-6. The appraisal shall be performed, at County's sole cost and expense, by a qualified M.A.I. appraiser selected by County. County shall notify Tenant in writing of the then current fair market rental of Parcel S-6 as established by the appraisal within thirty (30) days after the Option Commencement Date. Notwithstanding the foregoing, if Tenant does not agree with the results of any such appraisal, then Tenant may avail itself of the process set forth in

Article 5.11(C) to object to such appraisal, and, if Tenant and County cannot agree on an initial annual rental within thirty (30) days after the date of Tenant's notice to County stating its disagreement with County's appraisal, then Tenant may obtain, at its sole cost and expense, a second appraisal. The results of such second appraisal shall be reconciled with County's appraisal pursuant to the process for appraisals set forth in Article 5.11(C), including, if necessary, the mutual engagement of a third appraiser.

- (d) In the event Tenant exercises the Option, the parties shall enter into an amendment to this Lease to add Parcel S-6 to the Premises. Except as otherwise provided for in this Article 4.02(B), Parcel S-6 shall be leased to Tenant upon the same terms and conditions as provided in this Lease.
 - (e) Nothing in this Article 4.02(B) shall preclude or in any way restrict County from agreeing to extend or otherwise modify the FlightSafety Lease.
- (2) In the event Tenant elects not to exercise the Option and the future use of Parcel S-6 will be for aeronautical purposes requiring access for aircraft across Parcel S-5 to the Airport's airfield facilities and infrastructure, Tenant shall provide access from Parcel S-6 over and across Parcel S-5 for ingress to and egress from Parcel S-6 to the Airport's airfield facilities and infrastructure (such portion of Parcel S-5, the "S-6 Taxilane Area").
- (A) The S-6 Taxilane Area shall be of such width (as specified by the Federal Aviation Administration) to accommodate up to a Group III Aircraft. The location of the S-6 Taxilane Area shall take into consideration the proposed use(s) of Parcel S-6 and shall be subject to mutual agreement of the parties. The taxilane in the S-6 Taxilane Area shall be a publicly accessible taxiway, which shall include, without limitation, use by County and Tenant and their respective officers, employees, contractors, tenants and invitees.

- (B) The parties shall enter into an amendment to this Lease to provide for the location of the S-6 Taxilane Area. Tenant shall no longer be required to pay rent for the S-6 Taxilane Area pursuant to this Lease upon the effective date of such amendment.

Section 10. Amendment of Article 4.09. Article 4.09, Condition and Use of Premises, is hereby amended to add the following:

Tenant acknowledges and agrees that County has made no warranties or representations regarding the condition of the undesignated paved access roads, including the existing pavement located within Parcel B, connecting the West Tract to Taxiway "R" ("Access Roads"), including, but not limited to, their load bearing capacity or suitability for use by Tenant in connection with its operations at the Airport, and that use of the Access Roads shall be at Tenant's sole risk. Tenant further acknowledges and agrees that County shall have no obligation whatsoever to repair or maintain the Access Roads. Tenant shall have the right to construct taxilane connections, which shall be adequate to accommodate Group III Aircraft (as specified by the Federal Aviation Administration), from the West Tract to the public Airport facilities (and Access Roads) within Parcel A and Parcel B in accordance with the construction requirements of Article 8. Tenant's right to construct a taxilane connection within Parcel B shall include the right to remove the existing pavement to permit construction of the taxilane connection.

Section 11. New Article 4.12. Article 4, Premises and Privileges, is hereby amended to add the following:

4.12 Parcel S-5 Inspections. Commencing on the date of execution of that certain Fourth Amendment to this Lease, pursuant to which Parcel S-5 is added to Tenant's leasehold at the Airport as part of the Premises, and expiring at 5:00 p.m. on August 1, 2009 (the "Parcel S-5 Inspection Period"), County will provide Tenant and Tenant's consultants, engineers and agents with access to Parcel S-5 for the purposes of conducting any inspections and tests that Tenant deems appropriate with respect to Parcel S-5, including, but not limited to, the following: (i) physical inspection of Parcel S-5, (ii) soil investigation, (iii) environmental assessment, (iv) topographic studies, and (v) engineering, utilities and site planning studies. All inspections, surveys and tests performed hereunder shall be conducted at Tenant's sole cost and expense and shall be performed by licensed persons or firms dealing in the respective areas or matters. Tenant agrees to indemnify County from and against all losses, damages, costs, expenses, and/or liability of whatsoever nature arising from or out of Tenant's and/or its agents', contractors', employees' or invitees' entry upon and inspection of Parcel S-5. Tenant's obligation to indemnify County pursuant to this Article 4.12 shall survive the expiration or termination of this Lease, including the termination of this Lease as to Parcel S-5 only. Prior to the expiration of the Parcel S-5 Inspection Period, Tenant shall provide County with one (1) complete copy of all written reports detailing the results of audits,

inspections, tests and studies obtained by Tenant under this Article 4.12. If Tenant reasonably determines that it will be unable to use Parcel S-5, or any portion thereof, for the uses permitted hereunder, or if environmental assessments reveal the presence of hazardous substances on Parcel S-5, or any portion thereof, and the cost of remediation is estimated to be more than \$50,000, then Tenant may elect to terminate this Lease with respect to Parcel S-5 upon written notice to Department on or before the expiration of the Parcel S-5 Inspection Period as hereinafter provided (the "Parcel S-5 Termination Notice"). In the event Tenant terminates this Lease with respect to Parcel S-5, Tenant shall repair any damage resulting from Tenant's inspections and restore Parcel S-5 to substantially the same condition as it was provided to Tenant, using materials of like kind and quality. In the event Tenant elects not to terminate this Lease with respect to Parcel S-5 and Tenant will incur costs to remediate an environmental condition on Parcel S-5, Tenant may deduct the actual costs of such environmental remediation in an amount not to exceed \$50,000 from the next installment of the Reimbursement Payment; provided that Tenant has provided County with invoices, receipts and any other documentation reasonably requested by County to document the costs incurred by Tenant to remediate Parcel S-5. If the Parcel S-5 Termination Notice is timely given, then the parties shall amend this Lease to remove Parcel S-5 from the Premises, and, upon such amendment, the parties hereto shall be relieved of all liabilities and obligations under this Lease with respect to Parcel S-5, except for those obligations arising prior to such termination or which expressly survive the expiration or termination of this Lease. In the event Tenant fails to timely exercise its right to terminate this Lease with respect to Parcel S-5 in accordance with the requirements of this Article 4.12, Tenant shall be deemed to have waived such right and to have accepted Parcel S-5 "As Is" in its then existing condition, subject to all defects, latent or patent, if any. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation whatsoever to remedy any condition existing on Parcel S-5 pursuant to this Lease, including, without limitation, any environmental condition, whether or not such condition would interfere with Tenant's intended development of Parcel S-5 or require Tenant to expend funds to remediate or cure such condition.

Section 12. Amendment of Article 5.01. Article 5.01, Ground Rental, is hereby deleted in its entirety and replaced with the following:

5.01 Ground Rental.

- (A) For the East Tract, containing approximately 470,471 square feet of ground, the annual ground rental to be paid by Tenant to County shall be \$.65 per square foot, or \$305,806.15 annually, payable in equal monthly installments.
- (B) For the West Tract, containing approximately 384,963 square feet of ground, the annual ground rental to be paid by Tenant to County

shall be \$.65 per square foot, or \$250,225.95 annually, payable in equal monthly installments.

- (C) For Parcel S-5, containing approximately 327,282 square feet of ground, the annual ground rental to be paid by Tenant to County shall be \$.65 per square foot, or \$212,733.30 annually, payable in equal monthly installments. Notwithstanding the provisions of Article 5.10, rental for Parcel S-5 shall commence on the first to occur of: (i) substantial completion of the Required Parcel S-5 Improvements to be constructed on the Parcel S-5 as evidenced by issuance of a certificate of occupancy; or (ii) June 1, 2010 (either such date, the "Parcel S-5 Rental Commencement Date"). Tenant shall promptly notify County in writing of issuance of the certificate of occupancy for the Required Parcel S-5 Improvements to be constructed on Parcel S-5, including a copy of such certificate(s) of occupancy.

Section 13. Amendment of Article 5.02. Article 5.02, Building/Improvement Rental, is hereby deleted in its entirety and replaced with the following:

5.02 Building/Improvement Rental. The annual building rental to be paid to County by Tenant for the use and occupancy of Buildings 1625-D and 1625-E, as more particularly identified on Exhibit "A", consisting of approximately 36,724 square feet, shall be \$3.75 per square foot, or \$137,715 annually, payable in equal monthly installments.

Section 14. Amendment of Article 5.03. Article 5.03, Future Building/Improvement Rental During Renewal Term, is hereby deleted in its entirety and replaced with the following:

5.03 Future Rental for Buildings and Improvements. Tenant shall commence paying rental for the buildings and improvements located on the Premises in accordance with the requirements of this Article 5.03. Tenant shall promptly notify County in writing of issuance of the certificates of occupancy for all future improvements to the Premises and shall provide County with copies of such certificates.

- (A) East Tract. Tenant shall commence payment of rental on the following buildings and improvements located on the East Tract on the dates listed below:

1. Terminal - Building 1625, commencing on December 1, 2022.
2. Hangar A - Building 1625A, commencing on December 1, 2022.

3. Hangar B - Building 1625B, commencing on December 1, 2022.
 4. Hangar C - Building 1625C, commencing on December 1, 2022.
 5. All other buildings and/or improvements constructed on or after June 1, 2009, commencing twenty (20) years from the issuance of a certificate of occupancy for each of the buildings and/or improvements.
- (B) West Tract. Tenant shall commence payment of rental on the following buildings and improvements located on the West Tract on the dates listed below:
1. Hanger F - Building 1636, commencing on August 1, 2028.
 2. Hangar G - Building 1638, commencing on August 1, 2028.
 3. Hangar H - Building 1640 and all other buildings and improvements constructed on the West Tract on or after June 1, 2009, commencing on the first to occur of: (i) June 1, 2034; or (ii) twenty (20) years from the issuance of a certificate of occupancy for each of the buildings and/or improvements.
- (C) Parcel S-5. Tenant shall commence payment of rental on all buildings and improvements located on Parcel S-5 on the first to occur of: (i) June 1, 2034; or (ii) twenty years (20) from issuance of a certificate of occupancy for each of the buildings and/or improvements.
- (D) Survey of Improvements. The parties acknowledge and agree that the square footage of each of the buildings and improvements constructed on the Premises may change due to improvement of and modifications to such buildings and improvements over the Term of this Lease. Prior to the commencement of payment of rental on the buildings and improvements listed in this Article 5.03, County shall cause a survey of each of the buildings and improvements to be prepared for the purpose of determining the square footage of such buildings and improvements. Rental shall be established based on the total square footage of each of the buildings and improvements as determined by such survey. Notwithstanding the foregoing, if Tenant does not agree with the results of any such survey, then Tenant may object in writing to

such survey, which shall include the basis for such objection. If Tenant and County cannot agree on an adjustment of County's survey's results within thirty (30) days after the date of Tenant's written notice to County stating its disagreement with County's survey, then Tenant may obtain, at its sole cost and expense, a second survey. The results of such second survey shall be reconciled with County's survey by County's surveyor. The parties agree that all surveys shall be prepared by a professional surveyor in accordance with the minimum technical standards for surveys within the State of Florida.

- (E) Determination of Rental for Buildings and Improvements. Rental to be paid by Tenant in accordance with this Article 5.03 shall be determined by appraisal. County may utilize the appraisal process set forth in Article 5.11(A), or may, at its sole option, elect to cause a separate appraisal, utilizing the same methodology for appraisals obtained pursuant to Article 5.11(C), to be performed, which may occur on a different date than the Adjustment Date; provided that the appraiser is an independent qualified M.A.I. appraiser. Rental established pursuant to this Article 5.03 shall be adjusted in accordance with Article 5.11. Notwithstanding any provision of this Lease to the contrary, the annual rental established for Buildings 1636 and 1638 pursuant to Article 5.03(B) shall not be subject to rental adjustment on October 1, 2028. The first rental adjustment for Buildings 1636 and 1638 shall occur on October 1, 2031.
- (F) Any delay in establishing rentals pursuant to this Article 5.03 shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay rental for such buildings and improvements from the date provided in this Article 5.03.

Section 15. Amendment of Article 5.04. Article 5.04, Aircraft Parking Apron, is hereby amended to add the following:

- (C) Notwithstanding any provision of this Lease to the contrary, Tenant shall not be obligated to pay Aircraft Apron Fees for any aviation fuel sales for aircraft owned or exclusively managed or operated by Tenant's subtenants (including affiliates of such subtenants) of Parcel S-5, whose operations are primarily on and from Parcel S-5 while on the Airport. Tenant shall separately record all fuel sales, which are not subject to Aircraft Apron Fees, and shall report such sales in accordance with the requirements of Articles 6 and 7. For purposes of this paragraph, (i) the term "affiliate" shall mean, with respect to any particular entity, any other entity that controls, is controlled by, or is in common control with such entity; and (ii) any particular entity shall be deemed to control any other entity if such

particular entity owns fifty percent (50%) or more of the voting power of such other entity.

Section 16. Amendment of Article 5.11. Article 5.11, Adjustment of Rentals, is hereby deleted in its entirety and replaced with the following:

5.11 Adjustment of Rentals.

- (A) On October 1, 2010, and each three (3) year anniversary thereof (each such date and anniversary thereof, an "Adjustment Date"), the annual rental rates set forth in Articles 5.01, 5.02 and 5.03 shall be adjusted and the new annual rental shall be determined as hereinafter set forth. Within ninety (90) days prior to each Adjustment Date, the Department shall select a qualified M.A.I. appraiser who shall appraise the Property and those buildings and improvements, which Tenant is obligated to pay rental for the use and occupancy of pursuant to this Lease, to determine their fair market rental value. The Department shall submit to Tenant a written statement of the then current fair market rental values as established by the appraisal and annual rental rates provided for herein shall be adjusted to equal the values set forth in the appraisal. The adjusted annual rental shall be payable commencing on the Adjustment Date.
- (B) Notwithstanding the foregoing, the adjusted annual rental payable by Tenant shall not exceed an amount that would be obtained by multiplying the Base Rental by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April of the Base Rental Year. For the purposes hereof, the "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100) or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index in effect at the commencement of the term of this Lease not been affected. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating

information theretofore used in determining the Consumer Price Index shall be used.

- (C) Notwithstanding any provision of this Lease to the contrary, on October 1, 2019 and October 1, 2028 (each such date, an "Appraisal Adjustment Date"), the annual rental rates set forth in Articles 5.01, 5.02 and 5.03 shall be adjusted and new annual rental rates shall be determined as set forth in this Article 5.11(C) by appraisal and shall not be subject to the provisions of Article 5.11(B). County, at its sole cost and expense, shall, within ninety (90) days prior to each Appraisal Adjustment Date, obtain an appraisal of the Property and those buildings and improvements, which Tenant is obligated to pay rental for the use and occupancy of pursuant to this Lease, to determine their fair market rental value. Prior to the Appraisal Adjustment Date, County shall provide a complete copy of the appraisal to Tenant. In the event Tenant objects to the fair market rental value set forth in the appraisal obtained by County, Tenant shall notify County in writing of its objection within thirty (30) days of receipt of County's appraisal. Provided Tenant has notified County in writing of its objection to County's appraisal within the aforementioned thirty (30) day period, Tenant, at its sole cost and expense, may obtain a second appraisal. Tenant shall provide County with a copy of the second appraisal within sixty (60) days of the date of Tenant's objection notice. In the event a second appraisal is not obtained, the annual rental rates shall be adjusted on the Appraisal Adjustment Date in accordance with the annual rental rates set forth in the first appraisal. In the event a second appraisal is obtained, and the annual rental rates established in the two (2) appraisals vary by an amount less than or equal to twenty five percent (25%) of the average of the two (2) appraisals, then the annual rental rates shall be adjusted on the Appraisal Adjustment Date based on the average of the two (2) appraisals. In the event the two (2) appraisals vary by an amount greater than twenty five percent (25%) of the average of the two (2) appraisals, then County and Tenant shall jointly retain an appraiser, reasonably acceptable to both parties, to perform a third appraisal. Except as otherwise provided for below, the cost of the third appraisal shall be borne equally by the parties. In the event the parties are unable to agree upon the selection of the appraiser to conduct the third appraisal, County shall have the right to select the third appraiser; provided, however, the cost of the third appraisal shall be borne solely by County. In the event a third appraisal is obtained, annual rental rates shall be adjusted, effective as of the Appraisal Adjustment Date, by the average of the three (3) appraisals. The annual rental rates established pursuant to this Article 5.11(C) shall become the

new Base Rental for purposes of future rental adjustments. The parties agree that any appraisers selected pursuant to this Article 5.11(C) shall be qualified M.A.I. appraisers with demonstrated experience in appraising similar aeronautical use properties.

- (D) This Lease shall automatically be considered as amended, without formal amendment hereto, upon written notification by Department to Tenant of the annual rental rates established pursuant to this Article 5.11. Any delay or failure of County in computing the adjustment in rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjusted annual rental from the applicable adjustment date. Notwithstanding any provision of this Lease to the contrary, annual rental rates shall not be adjusted to an amount less than the annual rental rates payable during the period immediately preceding the rental adjustment date.
- (E) Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges and agrees that County shall have the right to establish and maintain the rental rates hereunder (other than the Debt Service Component described in Article 5.05) to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.

Section 17. Amendment of Article 8. Article 8.01(A), Required West Tract Improvements, and Article 8.01(B), Minimum Capital Expenditure for Required West Tract Improvements, are hereby deleted in their entirety and replaced with the following:

- (A) Required Improvements.
 - (1) Required West Tract Improvements. Tenant agrees that it shall construct, at its sole cost and expense, the following improvements within the West Tract in accordance with standards established by the Department: (i) hangar space of approximately 45,000 square feet, which shall include lobby, office, breakroom and storage space; (ii) approximately 35,000 square feet of associated aircraft ramp, which shall include taxi lane(s); (iii) an access road into the West Tract; and (iv) installation of all required utilities, including conduit ducts for cable, telecommunications and electric power, sewage, electrical system, waste water disposal, a perimeter safety fence, lighting and security measures, as required (hereinafter collectively referred to as the "Required West Tract Improvements"). Construction of the Required West Tract Improvements shall be completed no later than June 1, 2012, unless otherwise approved in

writing by the Department, which approval may be granted or withheld in the Department's sole and absolute discretion.

- (2) Required Parcel S-5 Improvements. Tenant agrees that it shall construct, at its sole cost and expense, the following improvements within Parcel S-5 in accordance with standards established by the Department: (i) an aviation-related facility and associated parking and ramp areas; and (ii) installation of all required utilities, which shall include electric power, sewage, electrical system, waste water disposal, a perimeter safety fence, and lighting and security measures, as required (hereinafter collectively referred to as the "Required Parcel S-5 Improvements"). Construction of the Required Parcel S-5 Improvements shall be completed no later than June 1, 2011, unless otherwise approved in writing by the Department, which approval may be granted or withheld in the Department's sole and absolute discretion.
- (3) Access Road. Tenant shall construct, at its sole cost and expense, a twenty four (24) foot vehicular access road immediately adjacent to and north of the northern leasehold boundary of Parcel S-5 and the West Tract ("Apron Edge Roadway") in accordance with the requirements of this Article 8. The Apron Edge Roadway shall satisfy the following minimum construction requirements: two and one half inches (2.5") P-401 asphalt, with the exception of those areas where the Apron Edge Roadway intersects with the taxilane to be constructed pursuant to Article 8.07 and any future taxilane connections, which shall be four inches (4") P-401 asphalt; 16-inch limerock base; and eight inch (8") stabilized sub-base with a twenty four inch (24") compacted sub-grade. The Apron Edge Roadway shall be available for use by the public, including County and Tenant and their respective employees, contractors and tenants and any governmental agencies having jurisdiction over the Airport. Tenant shall complete construction of the Apron Edge Roadway: (i) for Parcel S-5 on or before the date for completion of the Required Parcel S-5 Improvements; and (ii) for the West Tract concurrent with Tenant's future expansion of the aircraft parking apron area to the north of Buildings 1636 and 1638 or prior to completion of construction of Taxiway "R" as part of the Airfield Improvement Project, whichever occurs first. Tenant shall not be responsible for the on-going maintenance or repair of the Apron Edge Roadway and shall not be required to pay

rental or any other fees to County for use of the Apron Edge Roadway.

(B) Minimum Capital Expenditure. Tenant shall expend not less than: (i) \$3,000,000 on the design, construction and installation of Required West Tract Improvements; and (ii) \$3,000,000 on the design, construction and installation of the Required Parcel S-5 Improvements (hereinafter collectively referred to as the "Minimum Capital Expenditure"). Capital expenditure costs that may be counted towards the Minimum Capital Expenditure ("Approved Costs") shall include all costs paid for work performed, services rendered and materials furnished for the construction of the Required Improvements, subject to the following conditions and limitations:

- (1) The cost of design, construction and acquisition of the Required Improvements, including, but not limited to, building, site work, underground utilities, ramp, and taxilane construction costs; the costs for the design and construction of the Apron Edge Roadway; all payments to contractors and sub-contractors; construction and Tenant bonds; construction insurance; building, impact and concurrency fees; all permit and inspection fees; utility connection fees; surveying and layout costs; environmental inspection, analysis and remediation costs; geotechnical and materials testing; site lighting, temporary and permanent fencing, and initial landscape and irrigation installation and material costs shall be considered Approved Costs. Notwithstanding the foregoing, any environmental remediation costs reimbursed by County hereunder shall not be considered Approved Costs.
- (2) Payments made by Tenant to independent contractors for engineering, inspections, construction management services and architectural design work shall be considered Approved Costs; provided, however, such costs shall be limited to twelve percent (12%) of the Minimum Capital Expenditure.
- (3) Only true third party costs and payments made by Tenant shall be considered Approved Costs. Costs incurred by any sublessee, licensee or other occupant of the Premises, or any portion thereof, other than Tenant shall not be considered Approved Costs. Notwithstanding the foregoing, County agrees that payments made by Tenant's subtenant, Rotortech Properties, LLC, in amount not to exceed One Million Eight Hundred Thousand Dollars and 00/100

(\$1,800,000.00) for any of Required West Tract Improvements, shall be considered Approved Costs for the sole purpose of calculating the Minimum Capital Expenditure, subject to the conditions and limitations contained in this Article 8.01, and not for the calculation of the West Tract Buyout Amount, which West Tract Buy Out Amount shall be calculated in accordance with Article 29.03(A)(2)(c).

- (4) Costs for consultants (other than engineering, environmental and design consultants, as provided above), legal fees and accountant fees shall not be considered Approved Costs.
- (5) Finance and interest expenses shall not be considered Approved Costs.
- (6) Administration, supervisor and overhead or internal costs of Tenant shall not be considered Approved Costs.
- (7) Costs incurred by any of Tenant's affiliates shall not be considered Approved Costs unless Tenant has obtained written approval from Department prior to incurring such costs, except development fees paid by Tenant to its affiliated real estate development company Aura Group, Inc.; provided, however, such costs shall be limited to twelve percent (12%) of the Approved Costs.
- (8) Costs associated with acquisition or installation of personalty, such as furnishings, trade fixtures and equipment, that is not permanently affixed to the Premises, or any other personalty whatsoever, shall not be considered Approved Costs.
- (9) Costs of interior decorations, special finishes, wall tile or other special wall finishes and coverings; construction photographs; special external and internal lighting; and signage, other than those required by local codes and ordinances, shall not be considered Approved Costs unless Tenant has obtained written approval from Department prior to incurring such costs.
- (10) Costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including, but not limited to, improvements existing as of the Effective Date and improvements subsequently constructed on the Premises) shall not be

considered Approved Costs unless Tenant has obtained written approval from Department prior to incurring such costs.

- (11) Any costs associated with any improvements other than the Required Improvements shall not be considered Approved Costs, unless Tenant has obtained written approval from Department prior to incurring such costs.

Section 18. Amendment of Article 8. Article 8, Construction of Improvements, is hereby amended to add the following:

8.07 Parcel S-5 Airfield Access. Subject to the terms, conditions and limitations of this Article 8.07, County agrees to construct a publicly accessible taxilane, which shall be adequate to accommodate Group III Aircraft (as specified by the Federal Aviation Administration), to provide access from Parcel S-5 to Taxiway "R" (the "Project"). Construction of the Project shall be complete on or before the date Tenant is required to complete construction of the Required Parcel S-5 Improvements. County shall obtain an estimate of the total cost of the Project and shall notify Tenant in writing of the estimated cost on or before July 1, 2009. In the event the estimated total cost of the Project is more than \$2,000,000, Tenant may elect to: (i) terminate this Lease with respect to Parcel S-5; or (ii) pay County an amount equal to County's local contribution or share of the total cost of the Project in excess of \$500,000 (the "Excess Project Costs") prior to the award of the construction contract for the Project, which payment shall be in addition to Tenant's obligation to reimburse County for the remaining \$500,000 of its local contribution or share of the Project in accordance with this Article 8.07. Tenant shall notify County of its election on or before August 1, 2009. In the event the estimated total cost of the Project is more than \$2,000,000 and Tenant does not elect to pay the Excess Project Costs, County shall have the right to terminate this Lease with respect to Parcel S-5 within sixty (60) days after the date of Tenant's election notice. Notwithstanding the foregoing, the parties acknowledge that the actual total cost of the Project may exceed the estimated cost. Tenant acknowledges that it is County's intent to fund the Project through state or federal grant funding sources (the "Grant Funding"). Tenant shall reimburse County for the full amount of County's local contribution or share of funds contributed toward the Project in an amount not to exceed twenty-five percent (25%) of the actual total cost of the Project, unless Tenant elects to reimburse County the amount of any Grant Funding shortfall as provided below (the "Project Reimbursement Amount"). Upon completion of the Project, County shall provide Tenant with written notice, which shall: (i) include the total cost of the Project; (ii) identify the Project Reimbursement Amount payable by Tenant; and (iii) include supporting documentation establishing the total cost of the Project (the "Project Completion Notice"). In the event the Project Reimbursement Amount is less than or equal to \$250,000, then Tenant shall reimburse County in twelve (12) equal monthly

installments. If the Project Reimbursement Amount is more than \$250,000, Tenant shall reimburse County in eighteen (18) equal monthly installments. The Project Reimbursement Amount shall be paid concurrent with the payment of rentals as provided in Article 5.10 on or before the first day of each month, without demand or deduction, until paid, commencing on the later of: (i) the Parcel S-5 Rental Commencement Date, or (ii) the first day of the month after the date of the Project Completion Notice, which day is at least thirty (30) days after the date of the Project Completion Notice. Notwithstanding any provision of this Lease to the contrary, County's obligation to complete the Project shall be contingent upon and subject to receipt of Grant Funding in an amount not less than seventy-five percent (75%) of the total cost of the Project, unless Tenant elects to reimburse County the amount of any Grant Funding shortfall as provided below. County shall notify Tenant in writing on or before October 1, 2009, if Grant Funding is not available for the Project or the amount of available Grant Funding is less than seventy five (75%) of the total cost of the Project. If County is unable to obtain Grant Funding or the amount of available Grant Funding is less than seventy-five percent (75%) of the total cost of the Project, then Tenant may elect to: (i) terminate this Lease with respect to Parcel S-5; (ii) complete the Project at Tenant's sole cost and expense if no Grant Funding is available; or (iii) make up the amount of any Grant Funding shortfall by reimbursing County for County's full local contribution or share of the actual total cost of the Project in accordance with the installment provisions of this Article 8.07, if the available Grant Funding is less than seventy-five percent (75%) of the total cost of the Project. Tenant shall notify County of its election in writing on or before November 30, 2009. If either party elects to terminate this Lease with respect to Parcel S-5 pursuant to this Article 8.07 and the termination notice is timely given, then the parties shall amend this Lease to remove Parcel S-5 from the Premises, and, upon such amendment, the parties hereto shall be relieved of all liabilities and obligations under this Lease with respect to Parcel S-5, except for those obligations arising prior to such termination or which expressly survive the expiration or termination of this Lease.

Section 19. Amendment of Article 16.02. Article 16.02, Title to Improvements/West Tract, is hereby deleted in its entirety and replaced with the following:

16.02 Title to Improvements/West Tract/Parcel S-5. Unless this Lease is renewed in accordance with Article 3.02, the parties agree that those buildings constructed by Tenant on the West Tract (the "West Tract Buildings") and Parcel S-5 (the "Parcel S-5 Buildings"), together with all other improvements constructed or placed thereon, including fixtures, machinery and equipment integrated into and distinctly related to the operation of the buildings, but excluding trade fixtures, machinery, equipment and other personal property related to Tenant's business, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens,

mortgages and encumbrances on February 28, 2025. Notwithstanding the foregoing, in the event this Lease is renewed in accordance with Article 3.02, the parties agree that the West Tract Buildings and Parcel S-5 Buildings shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages and any other encumbrances on dates provided in Articles 5.03(B) and (C).

Section 20. Amendment of Article 29.01. Article 29.01, Condemnation by County/East Tract, is hereby deleted in its entirety and replaced by the following:

29.01 Condemnation by County/East Tract. Tenant acknowledges that County may require the return of all or a portion of the East Tract for a proposed airfield improvement project, which includes modifications to Runway 9R/27L and Runway 13/31 (as such Runways may be re-designated by the Federal Aviation Administration) and other enabling and connected actions (herein collectively referred to as, the "Airfield Improvement Project"). Under the Existing Lease, Tenant's leasehold interest in the East Tract would have expired on October 18, 2025 assuming all options had been exercised. At Tenant's request, County agreed, by entering into this Lease, to extend the Initial Term of Tenant's leasehold interest in the Premises to February 28, 2025 and to provide Tenant with three (3) additional options to renew of five (5) years each. In the event County exercises the power of eminent domain to condemn all or a portion of the East Tract, Tenant agrees that, for purposes of the condemnation proceedings, this Lease shall be deemed to expire on October 18, 2025 and Tenant's leasehold interest in Premises shall be valued, and all other damages determined, including, but not limited to, any claims for: (i) lost profits, (ii) economic losses, (iii) other consequential damages, and/or (iv) compensation to which Tenant otherwise might have been entitled pursuant to federal eminent domain law and the Florida eminent domain laws, as codified in Chapters 73 and 74, Florida Statutes, including, but not limited to, claims for full and just compensation for the taking of Tenant's property, business damages, and severance damages to the remainder ("Condemnation Claims"), as if this Lease expires on October 18, 2025. Tenant agrees that Tenant shall not be entitled to receive any award or payment in condemnation proceedings initiated by County with respect to the loss of or any damage to Tenant's leasehold interest in the Premises, which is based, in whole or in part, on Tenant's leasehold interest in the Premises beyond October 18, 2025, and Tenant hereby waives any Condemnation Claims for any period beyond October 18, 2025. In consideration of County's agreement to lease to Tenant Parcel S-5 pursuant to this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant further agrees that any award for Condemnation Claims in condemnation proceedings for the East Tract: (i) shall be reduced by a total amount of \$900,000; provided, however, Tenant shall not be required to pay County the difference in the event the total amount of the condemnation award is less than \$900,000; and (ii) shall not include any financing, loan, bond or

leasehold mortgage costs, charges or fees for any Leasehold Mortgage obtained on or after January 1, 2009, which is secured by this Lease or Tenant's interest in the Premises.

Section 21. Correction of Scrivener's Error. Article 29.03(A)(2) is hereby amended to delete the term "Future East Tract Improvements" from the second sentence and to replace it with the term "West Tract Buildings".

Section 22. Amendment of Article 29. Article 29, Condemnation/Buy-out of Improvements, is hereby amended to add the following:

29.06 Apron Area 1 Termination Rights – No Condemnation Claims. In the event County requires use of all or a portion of the East Tract for the Airfield Improvement Project, County shall have the right, at no cost or expense to County, to terminate Tenant's leasehold interest in all or a portion of Apron Area 1 without resorting to exercising the power of eminent domain. Tenant acknowledges and agrees that Tenant shall not be entitled to any award in condemnation for the termination of Tenant's leasehold interest in any portion (which may be all) of Apron Area 1 and agrees that County shall not be liable for, and Tenant hereby waives and releases County from any and all Condemnation Claims with respect to Apron Area 1. In the event County exercises its option to terminate Tenant's leasehold interest in Apron Area 1 pursuant to this Article 29.06:

- (A) County shall provide Tenant with no less than twelve (12) months advance written notice of the termination of Tenant's leasehold interest in such portion (which may be all) of Apron Area 1. The termination of Tenant's leasehold interest in any portion (which may be all) of Apron Area 1 shall be effective on the later of: (i) twelve (12) months from the date of County's written notice; or (ii) the date specified in County's written notice, whereupon the parties shall be relieved of all further obligations hereunder relating to Tenant's leasehold interest in such terminated portion (which may be all) of Apron Area 1, with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Lease.
- (B) If Parcel S-1C has not been added to Tenant's leasehold pursuant to Article 4.02(A)(2) on or before the date of termination of Tenant's leasehold interest in all or any portion of Apron Area 1, then the square footage of Apron Area 1 shall be reduced by 33,686 square feet.
- (C) Tenant shall: (i) no longer be required to pay any rent for the terminated portion of Apron Area 1, effective as of the effective

date of such termination, and (ii) have the continued right of general use, in common with all others, of the public Airport Facilities pursuant to Article 4.05 of this Lease, including, without limitation, the right of ingress to, egress from, and travel across such terminated areas in order to access the airfield infrastructure and the remaining portions of Tenant's Premises.

- (D) The parties shall enter into an amendment deleting the terminated portion of Apron Area 1 from the Premises in accordance with the provisions of this Article 29.06.

29.07 Terminated or Taken Property - Rights to Compensation. Except as otherwise provided in this Article 29, the parties acknowledge that Tenant has not released, forfeited or waived any right to receive any Condemnation Claims with respect to the Premises.

Section 23. Termination of Third Amendment. The parties hereby agree that, as of the effective date of this Amendment, the Third Amendment to the Lease dated February 24, 2009 (R-2009-0281) shall be terminated in its entirety and replaced and superseded by the provisions of this Amendment.

Section 24. Ratification of Lease. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

Section 25. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.

Section 26. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of the Lease or any part or parts of the Lease.

Section 27. Effective Date of Amendment. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners; provided, however, the provisions of Section 12 shall not become effective until June 1, 2009.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

SHARON R. BOCK

By: _____
Clerk and Comptroller

(SEAL)

PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *James Kelly*
Director, Department of Airports

Signed, sealed and delivered in the presence of two witnesses for Tenant:

[Signature]
Signature

Tony Sherbert
Print Name

[Signature]
Signature

Laurel Englund
Print Name

(Seal)

TENANT
Galaxy Aviation of Palm Beach, Inc.

[Signature]
Signature

Jonathan P. Miller
Print Name

EXEC. VICE PRESIDENT
Title

EXHIBIT "A"

PREMISES

EXHIBIT "A"

EXHIBIT "A"
PREMISES (GALAXY AVIATION OF PALM BEACH, INC)

EAST TRACT

S-9 (TOTAL SITE) 1,101,144 SQ. FT.
AIRCRAFT PARKING APRON 630,673 SQ. FT.
APRON AREA 1 451,454 SQ. FT.
GROUND (INCLUDES BLDG) 470,471 SQ. FT.

WEST TRACT

S-18 (TOTAL SITE) 384,963 SQ. FT.
S-1C (TOTAL SITE) 33,686 SQ. FT.

S-5 TRACT

S-5 (TOTAL SITE) 327,282 SQ. FT.

SCALE: 1" = 350'

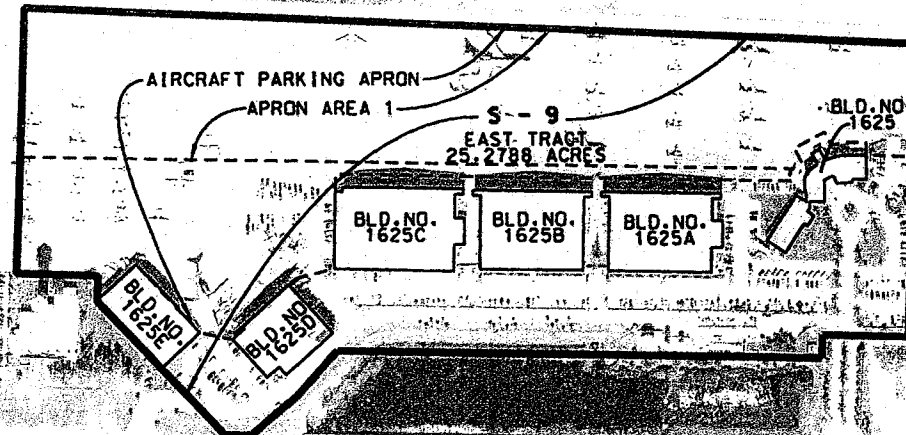
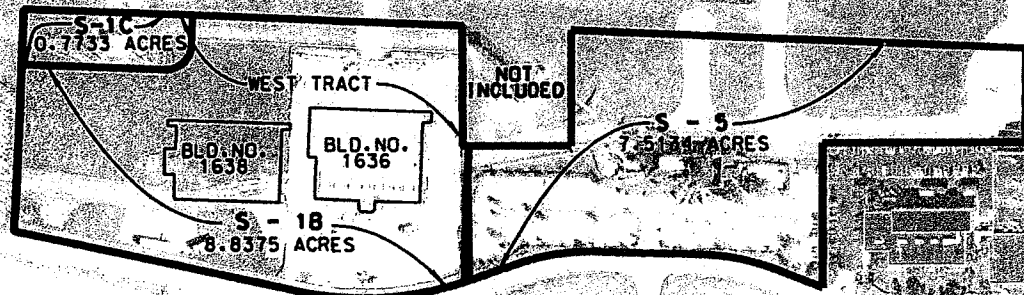


EXHIBIT "A"
PARCEL S-5

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 01°31'44" EAST, A DISTANCE OF 370.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°28'13" WEST, A DISTANCE OF 53.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 422.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°34'54", AN ARC DISTANCE OF 151.95 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 70°56'53" WEST, A DISTANCE OF 94.46 FEET; THENCE SOUTH 71°31'24" WEST, A DISTANCE OF 187.01 FEET TO THE SOUTH LINE OF THE DIGITAL AIRPORT SURVEILLANCE RADAR SITED (BROWN & PHILLIPS BOUNDARY SURVEY - PROJECT NO. 99043 - DATED JULY 1993); THENCE SOUTH 89°59'52" EAST ALONG THE SOUTH LINE OF SAID RADAR SITE, A DISTANCE OF 187.01 FEET TO THE SOUTHWEST CORNER OF SAID RADAR SITE; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE AND NORTHERLY PROLONGATION OF SAID RADAR SITE, A DISTANCE OF 224.34 FEET; THENCE SOUTH 81°31'27" EAST, A DISTANCE OF 863.55 FEET TO THE WEST LINE OF THE SIGNATURE LEASE AS SHOWN ON THIS SURVEY; THENCE SOUTH 00°07'55" WEST ALONG SAID WEST LINE, A DISTANCE OF 182.32 FEET TO THE NORTH LINE OF THE FLIGHT SAFETY LEASE AS SHOWN ON THIS SURVEY; THENCE SOUTH 89°44'48" WEST ALONG THE NORTH LINE OF SAID LEASE, A DISTANCE OF 385.12 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID 51ST BOMB GROUP LEASE; THENCE SOUTH 00°03'39" WEST ALONG SAID EAST LINE AND PROLONGATION, A DISTANCE OF 278.94 FEET TO THE SOUTHWEST CORNER OF SAID LEASE; THENCE NORTH 68°23'00" WEST, A DISTANCE OF 92.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 422.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°07'13", AN ARC DISTANCE OF 146.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°28'13" WEST, A DISTANCE OF 146.91 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 7.5134 ACRES OR 327,282 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AS SHOWN ON THIS SURVEY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARL, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOC ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD UNRECORDED OR EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NO RECORD DOCUMENT PROVIDED FOR THE EASEMENTS SHOWN ON THIS SURVEY. INFORMATION OBTAINED FROM THE ADJACENT SURVEY'S REFERENCED ON THE MAP SHEET OF THIS SURVEY, THE SIGNING SURVEYOR RECOMMENDS A COMPLETE ABSTRACT OF THE SITE PRIOR TO ANY CONSTRUCTION.

NO TITLE POLICY OR TITLE SEARCH WAS PROVIDED TO THIS OFFICE.

THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY ON THE SITE. SEE THE RECORDED DOCUMENTS AND DRAWING NUMBERS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123R, PAGE 78 & 1123S, PAGE 50. INSTRUMENTS USED WERE THE TOPCON GTS-300 TOTAL STATION AND HUSKEY DATA COLLECTOR.

THE FILE NAMES ARE 07013-08.ZAK - 2007013-08.PRJ. & 2007013-08.DOC. ALSO SEE THE FILES FOR LEASE PARCEL S-18, S-5 & S-7.

FIELD WORK COMPLETED ON 05/14/07. SURVEY UPDATED 05/27/08.

SEE CERTIFIED CORNER RECORDS DOC.# 53331, 53332, 53334, 54042, 54043, 54044, FOR THE SECTION CORNERS ASSOCIATED WITH SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST.

THE AIRPORT PERIMETER ROAD & AIRPORT INTERIOR ACCESS ROAD WERE ESTABLISHED FROM A DIGITAL FILE PROVIDED BY THE DEPARTMENT OF AIRPORTS - ACCESS.DWG AND IS NOW FILED ALONG WITH THE DIGITAL FILES FOR THE AIRPORTS.

THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY. THIS SURVEY WAS DONE FOR LEASE AREA CALCULATION PURPOSES ONLY AND IS NOT FOR THE FEE SIMPLE TRANSFER OF LAND.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

ALL ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.

FLIGHT DATE OF PHOTO BY OTHERS IS 01/29/2007 TO 03/05/2007.

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

LEGAL ACCESS TO THE PROPERTY IS PROVIDED VIA AN AIRPORT ACCESS ROAD (NO RECORD INFORMATION AVAILABLE).

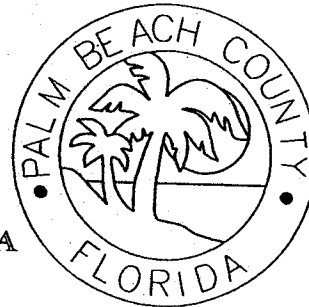
COUNTY OF PALM BEACH STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS PROJECT NO. 2008013-14 PALM BEACH INTERNATIONAL AIRPORT LEASE S-5 BOUNDARY SURVEY

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

STEVEN L. ABRAMS
DISTRICT 4

JESS R. SANTAMARIA
DISTRICT 6



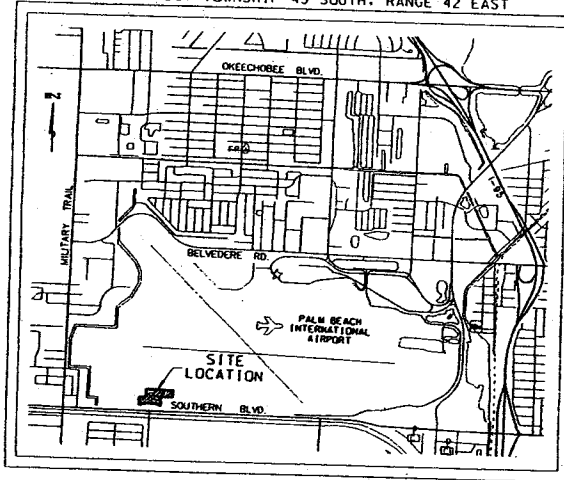
SHELLEY VANA
DISTRICT 3

BURT AARONSON
DISTRICT 5

ADDIE L. GREENE
DISTRICT 7

LEGEND
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
N.T.S. = NOT TO SCALE
IDM# = DESCRIPTION AND MEASURED (NO DEED)
(DAC) = DESCRIPTION & CALCULATED
(C) = CALCULATED
P.K. = PARKER KEYLON
SQ. FT. = SQUARE FEET
S.R. = STATE ROAD

SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST
SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LOCATION MAP
N.T.S.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000039180
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY, DEPARTMENT OF AIRPORTS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE WITHIN TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.027, FLORIDA STATUTES.

Glenn W. Marl
GLENN W. MARL, P.L.S.
FLORIDA CERTIFICATE NO. 5304

3/31/09
DATE

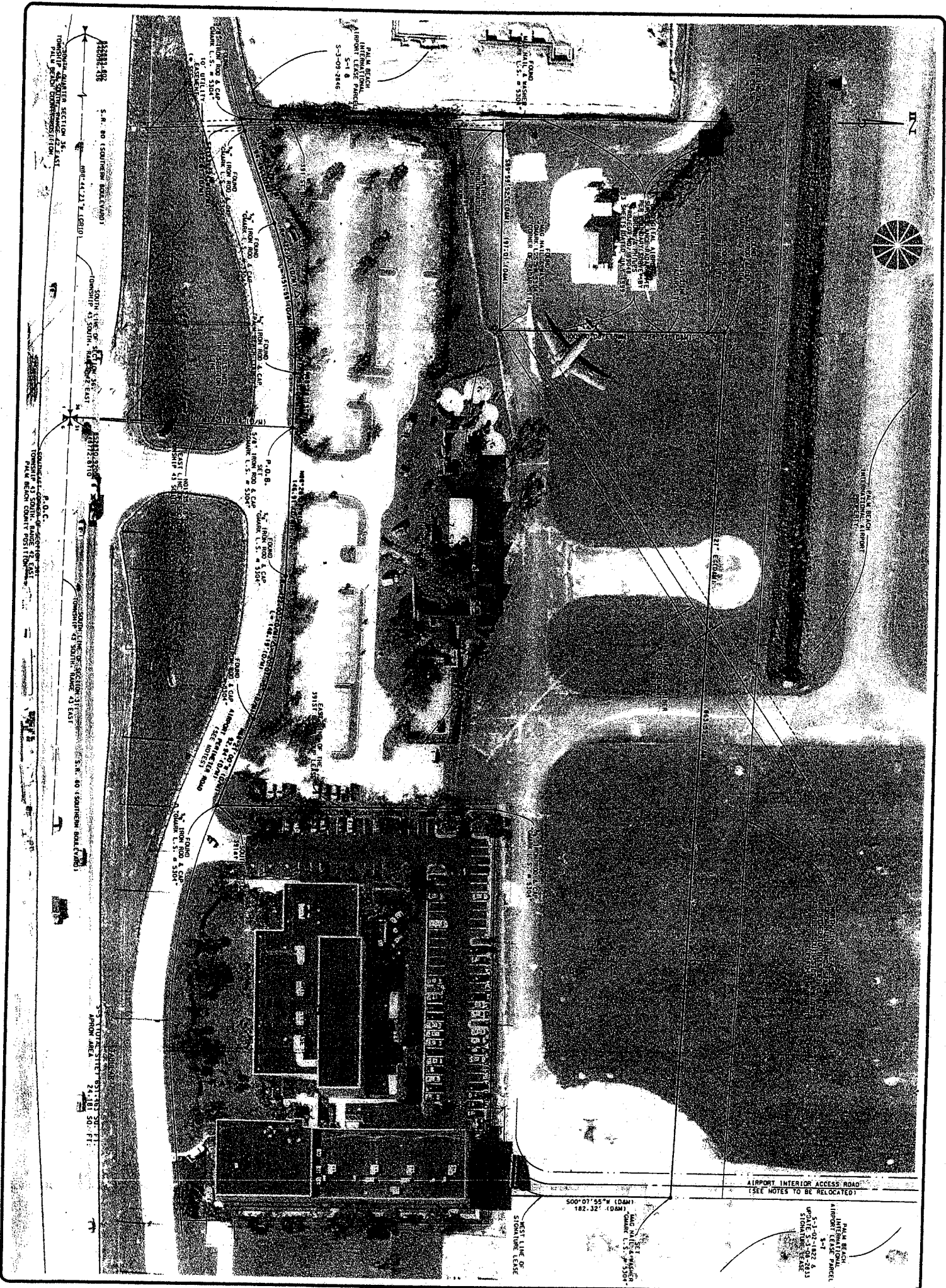
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2800 NORTH JOC ROAD
WEST PALM BEACH, FL 33411



DATE	
BY	
REVISION	
NO.	
SCALE: 1" = 40'	
APPROVED: G.W.M.	
DRAWN: E.A.D.	
CHECKED: W.C.C.	
DATE DRAWN: 06/02/08	
FIELD BOOK NO. 1123 R, S & U	

PROJECT: PALM BEACH INTERNATIONAL AIRPORT LEASE S-5 BOUNDARY SURVEY
DRAWING NO. S-3-09-2946
DESIGN FILE NAME S-3-09-2946.DGN

SHEET: 1
OF: 2
PROJECT NO. 2008013-14



SHEET: 2
OF: 2
PROJECT NO: 2008013-14

PROJECT: PALM BEACH INTERNATIONAL AIRPORT LEASE S-5 BOUNDARY SURVEY
DESIGN FILE NAME: S-3-09-2946.DGN
DRAWING NO: S-3-09-2946

APPROVED: G.K.M.
DRAWN: E.A.B.
CHECKED: K.C.B.
DATE: 06/20/08

NO.	REVISION	BY	DATE
1			

SCALE: 1" = 40'
ILLU. BOOK NO. 1123 R. 5 & 6

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2500 NORTH JOG ROAD
WEST PALM BEACH, FL 33411




EXHIBIT "A"
WEST TRACT

COUNTY OF PALM BEACH STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS PROJECT NO. 2008013-14

BOUNDARY SURVEY OF PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL S-1B & S-1C

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

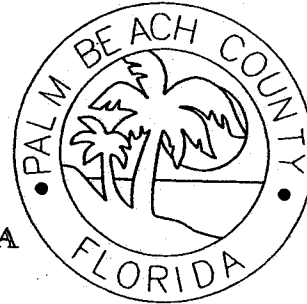
ROBERT J. KANJIAN
DISTRICT 3

MARY McCARTY
DISTRICT 4

BURT AARONSON
DISTRICT 5

JESS R. SANTAMARIA
DISTRICT 6

ADDIE L. GREENE
DISTRICT 7



LEGEND
D = DESCRIPTION
M = MEASURED
C = CALCULATED
L.S. = LAND SURVEYOR
S-T.L. = SURVEY TIE LINE

LEASE PARCEL S-1B PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01°15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.38 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD AS SHOWN ON THIS SURVEY AND POINT OF BEGINNING NO. 1; THENCE NORTH 02°25'41" EAST ALONG THE EAST LINE OF LEASE PARCEL S-4 AND L.S.'S NORTHERLY PROLONGATION AS SHOWN ON THIS SURVEY, A DISTANCE OF 324.64 FEET; THENCE SOUTH 87°35'40" EAST, A DISTANCE OF 266.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A POINT OF TANGENCY, THENCE NORTH 02°47'40" EAST, DISTANCE OF 58.65 FEET; THENCE SOUTH 87°31'21" WEST, A DISTANCE OF 18.20 FEET TO THE LINE OF THE DIGITAL AIRPORT SURVEILLANCE RADAR SITE (BROWN & PHILLIPS BOUNDARY SURVEY - PROJECT NO. 8904) LOCATED JULY 1991 AS SHOWN ON SAID RADAR SITE; THENCE SOUTH 89°59'52" WEST TO THE SOUTHWEST CORNER OF SAID RADAR SITE, A DISTANCE OF 10.39 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL S-5 AS SHOWN ON THIS SURVEY; THENCE SOUTH 01°31'41" WEST ALONG SAID PROLONGATION AND WEST LINE, A DISTANCE OF 263.06 FEET TO SAID NORTH LINE OF THE AIRPORT PERIMETER ROAD BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, HAVING A RADIUS OF 628.00 FEET (A RADIAL LINE FROM SAID POINT BEARS NORTH 17°54'32" WEST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°10'47" BY ARC DISTANCE OF 530.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 77°43'45" WEST ALONG SAID TANGENT LINE AND THE NORTH LINE OF THE AIRPORT PERIMETER, A DISTANCE OF 536.21 FEET TO POINT OF BEGINNING NO. 1.

LEASE PARCEL S-1C PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01°15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.38 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD AS SHOWN ON THIS SURVEY; THENCE NORTH 02°25'41" EAST ALONG THE EAST LINE OF LEASE PARCEL S-4 AND L.S.'S NORTHERLY PROLONGATION AS SHOWN ON THIS SURVEY, A DISTANCE OF 324.64 FEET TO POINT OF BEGINNING NO. 2; THENCE SOUTH 87°35'40" EAST, A DISTANCE OF 266.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A POINT OF TANGENCY, THENCE NORTH 02°47'40" EAST, DISTANCE OF 58.65 FEET; THENCE SOUTH 87°31'21" WEST, A DISTANCE OF 18.20 FEET TO SAID NORTHERLY PROLONGATION OF THE EAST LINE OF LEASE PARCEL S-4; THENCE SOUTH 02°25'41" WEST ALONG SAID PROLONGATION, A DISTANCE OF 108.14 FEET TO POINT OF BEGINNING NO. 2.

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED FOR LEASE PARCEL S-1B CONTAINS 8.8375 ACRES OR 384,963 SQUARE FEET MORE OR LESS.
THE PROPERTY AS SURVEYED FOR LEASE PARCEL S-1C CONTAINS 0.7733 ACRES OR 33,686 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A CRID (NAD 83, 1990 ADJUSTED) BEARING OF NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AS SHOWN ON THIS SURVEY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-9745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NO TITLE POLICY OR TITLE SEARCH WAS PROVIDED TO THIS OFFICE.

THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY ON THE SITE. SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123 R, PAGE 2, & 1123 U, PAGE 9. INSTRUMENTS USED WERE THE TOPCON G15 G01 #2 TOTAL STATION AND LIETZ 2-8 LEVEL.

THE FILE NAMES ARE 05222.ZAK, 20101300.ZAK, 0814510.ZAK, 08013-14.ZAK & 2004013-05.DOC. ALSO SEE THE FILES FOR LEASE PARCEL S-2, S-3 & S-4.

FIELD WORK COMPLETED ON 03/24/09.

SEE CERTIFIED CORNER RECORDS DOC.# 53311, 53332, 53334, 54042, 54043, 54044, FOR THE SECTION CORNERS ASSOCIATED WITH SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST.

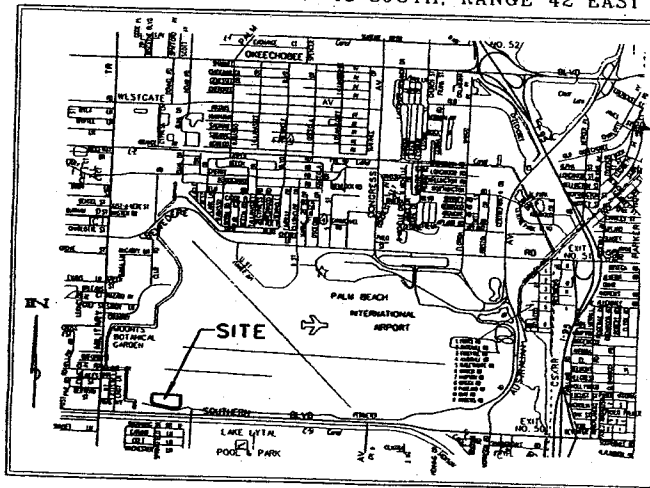
THE AIRPORT PERIMETER ROAD & AIRPORT INTERIOR ACCESS ROAD WERE ESTABLISHED FROM A DIGITAL FILE PROVIDED BY THE DEPARTMENT OF AIRPORTS - ACCESS, ONE AND IS NOW FILLED ALONG WITH THE DIGITAL FILES FOR THE AIRPORTS.

THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

ALL ESTABLISHED CONTROL, BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.

SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LOCATION MAP
N.T.S.

FLIGHT DATE OF PHOTO BY OTHERS IS 01/29/2007 TO 03/05/2007

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000039346

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY, DEPARTMENT OF AIRPORTS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017.6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Glenn W. Mark
GLENN W. MARK, PLS
FLORIDA CERTIFICATE NO. 5304

3/24/09
DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

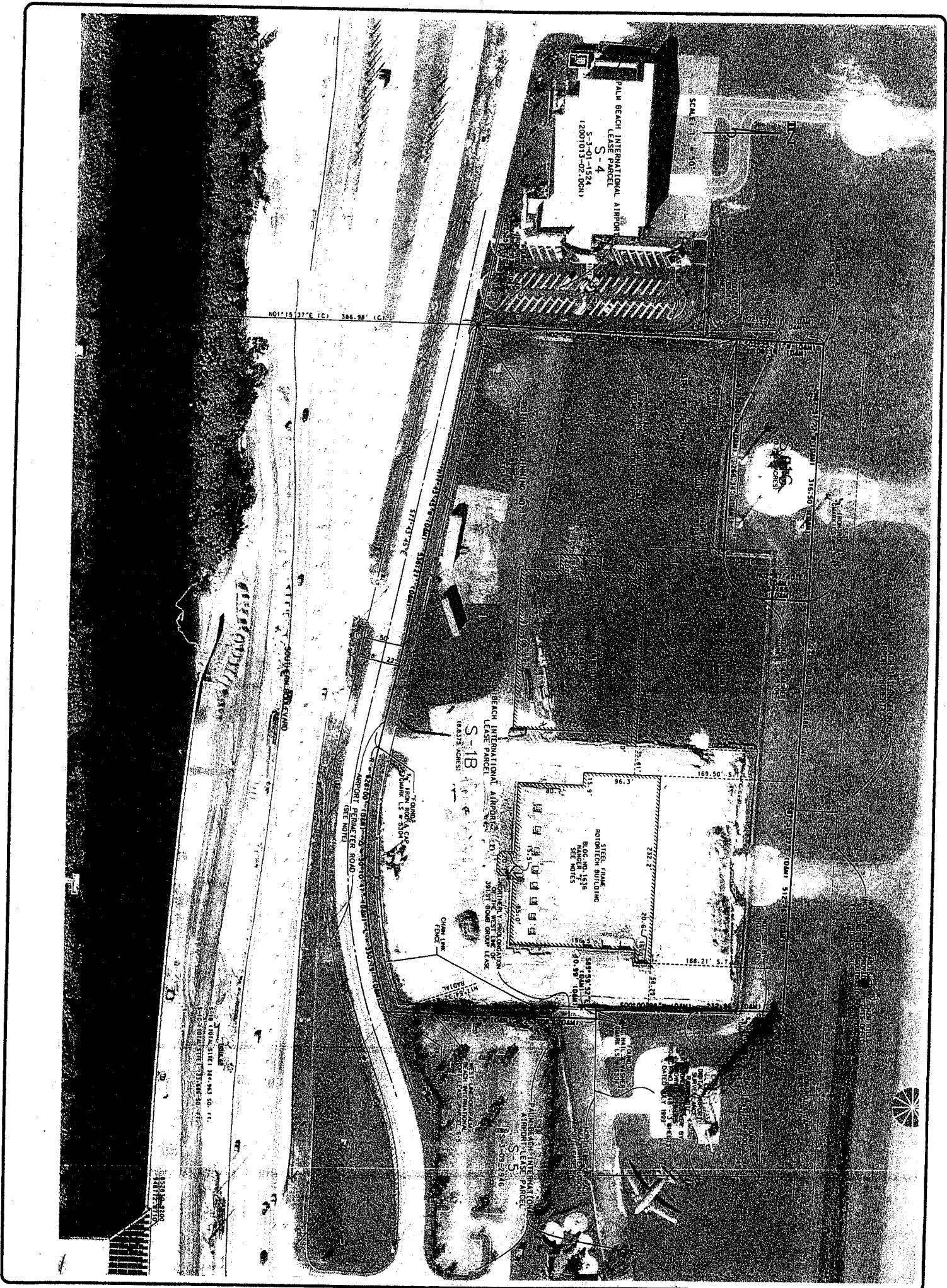
NO.	REVISION	DATE	BY
1	REVISED NORTH & EAST BOUNDARIES (LINE 1)	03/15/09	OWM/JOE
2	REVISED LOCAL & S-T.L.		
	CREATED PARCEL S-1C		

SCALE: 1" = 50'
APPROVED: G.W.M.
DRAWN: E.A.O.
CHECKED: W.C.E.
DATE: 06/12/08
FILE BOOK NO.:
JOB #/PAGE #:



PROJECT: BOUNDARY SURVEY OF PALM BEACH INTERNATIONAL AIRPORT LEASE PARCELS S-1B & S-1C
DESIGN FILE NAME: S-3-08-2848.DGN
DRAWING NO.: S-3-08-2848

SHEET: 1
OF: 2
PROJECT NO.: 2008013-14



PROJECT NO. 20000114
SHEET: 2
OF: 2

PROJECT:
**BOUNDARY SURVEY OF
PALM BEACH INTERNATIONAL
AIRPORT LEASE PARCELS
S-1B & S-1C**

DESIGN FILE NAME: S-3-08-2846.DGN
DRAWING NO.: S-3-08-2846

DATE: 08/15/08
DRAWN: 08/15/08

SCALE: 1" = 50'
APPROVED: G.W.M.
DRAWN: E.A.A.
CHECKED: W.C.S.
FILED BOOK NO. 1188 & PAGE 2

NO.	REVISION	BY	DATE
1	REVISED NORTH & EAST BOUNDARY LINE & LEGAL (TOWER SITE)	GWM	5/07
2	REVISED LEGAL & CREATED PARCEL S-1C	GWM	3/08

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
160 AUSTRALIAN AVENUE
WEST PALM BEACH, FL 33406



COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2008013-14

P.B.I.A.

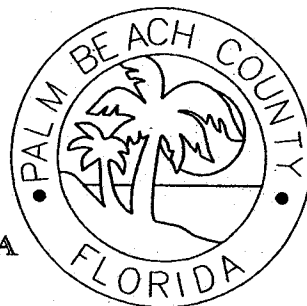
GALAXY AVIATION LEASE (S-9) BOUNDARY SURVEY

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

STEVEN L. ABRAMS
DISTRICT 4

JESS R. SANTAMARIA
DISTRICT 6



SHELLEY VANA
DISTRICT 3

BURT AARONSON
DISTRICT 5

ADDIE L. GREENE
DISTRICT 7

LEGEND
 (D&M) = DEED & MEASURED
 (D&C) = DEED & CALCULATED
 R = RADIUS
 Δ = DELTA
 L = ARC LENGTH
 B = BOUNDARY LINE
 C = CALCULATED
 --- = CHAIN LINK FENCE
 □ = LIGHT
 P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
 P.K. = PARKER KYLON
 STA. = STATION
 N.T.S. = NOT TO SCALE
 E/P = EDGE OF PAYMENT
 SQ. FT. = SQUARE FEET
 S.T.L. = SURVEY TIE LINE

PROPERTY DESCRIPTION
P.B.I.A. GALAXY LEASE (S-9)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 88°47'38" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 1620.83 FEET; THENCE NORTH 01°12'22" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 563.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°20'13" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88°15'19" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 02°01'30" EAST, A DISTANCE OF 514.40 FEET; THENCE SOUTH 87°40'30" EAST, A DISTANCE OF 1128.66 FEET; THENCE SOUTH 02°13'35" WEST, A DISTANCE OF 570.36 FEET; THENCE NORTH 88°51'59" WEST, A DISTANCE OF 168.87 FEET; THENCE SOUTH 02°35'55" WEST, A DISTANCE OF 45.72 FEET; THENCE NORTH 89°00'56" WEST, A DISTANCE OF 838.31 FEET; THENCE SOUTH 41°32'24" WEST, A DISTANCE OF 118.69 FEET; THENCE SOUTH 49°45'31" WEST, A DISTANCE OF 114.00 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD; THENCE NORTH 88°47'38" WEST ALONG SAID NORTH LINE, A DISTANCE OF 50.51 FEET; THENCE NORTH 43°25'38" WEST, A DISTANCE OF 356.51 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 25.2788 ACRES OR 1,101,144 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF SOUTH 88°41'38" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

SIGNING SURVEYOR MODIFIED THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT THAT WAS TAKEN FROM THE BOUNDARY SURVEY OF GALAXY AVIATION PREPARED BY DEAN SURVEYING AND MAPPING, INC. JOB NO. 03-702 - DATED 06/04/2003.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NO RECORD DOCUMENT PROVIDED FOR THE EASEMENTS SHOWN ON THIS SURVEY. INFORMATION OBTAINED FROM THE ADJACENT SURVEY'S REFERENCED ON THE MAP SHEET OF THIS SURVEY. THE SIGNING SURVEYOR RECOMMENDS A COMPLETE ABSTRACT OF THE SITE PRIOR TO ANY CONSTRUCTION.

NO TITLE POLICY OR TITLE SEARCH WAS PROVIDED TO THIS OFFICE. THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY ON THE SITE. ONLY THE EXISTING STRUCTURES (BUILDING) WERE TIED IN AND LOCATED BY THIS SURVEY. NO OTHER IMPROVEMENTS LOCATED.

SEE THE RECORDED DOCUMENTS AND DRAWING NUMBERS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123R, PAGE 18, 1123S, PAGE 50 & 1123 U, PAGE 5. INSTRUMENTS USED WERE THE TOPCON GTS-300 TOTAL STATION AND HUSKEY DATA COLLECTOR.

THE FILE NAMES ARE 08013-14.ZAK, 07013-08.ZAK, 2007013-08.PRJ, & 2007013-08.DOC. ALSO SEE THE FILES FOR LEASE PARCEL S-1B, S-5 & S-7.

FIELD WORK COMPLETED ON 05/14/07. SURVEY UPDATED 05/27/08.

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAR NET PRO VERSION 6.0.19. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE.

SEE CERTIFIED CORNER RECORDS DOC.# 53331, 53332, 53334, 54042, 54043, 54044, 54087, 53503, FOR THE SECTION CORNERS ASSOCIATED WITH SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AND SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST.

THE AIRPORT PERIMETER ROAD & AIRPORT INTERIOR ACCESS ROAD WERE ESTABLISHED FROM A DIGITAL FILE PROVIDED BY THE DEPARTMENT OF AIRPORTS - ACCESS.DWG AND IS NOW FILED ALONG WITH THE DIGITAL FILES FOR THE AIRPORTS.

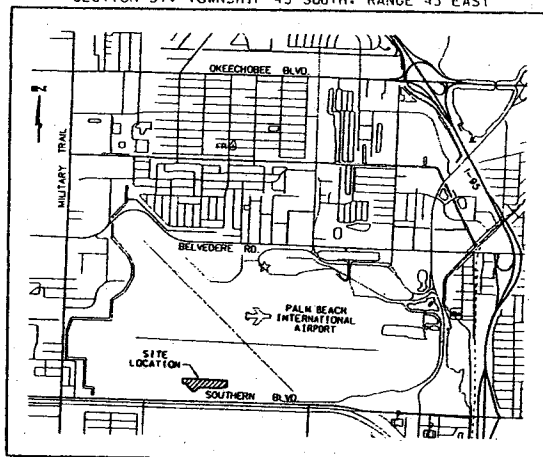
THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY. THIS SURVEY WAS DONE FOR LEASE AREA CALCULATION PURPOSES ONLY AND IS NOT FOR THE FEE SIMPLE TRANSFER OF LAND.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

LEGAL ACCESS TO THE PROPERTY IS PROVIDED VIA AN AIRPORT ACCESS ROAD (NO RECORD INFORMATION AVAILABLE).

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP
N.T.S.

ALL EXISTING AND ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:110,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.

FLIGHT DATE OF PHOTO BY OTHERS IS 01/29/2007 TO 03/05/2007.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000041166

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY, DEPARTMENT OF AIRPORTS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Glenn W. Mark
GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE NO. 5304

3/31/09
DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2800 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

NO.	REVISION	DATE
	RELEASED BOUNDARY & LEGAL	05/13/09
SCALE: 1" = 60'		
APPROVED: G.W.M.		
DRAWN: E.A.D.		
CHECKED: W.C.C.		
BY: [Signature]		
DATE: 5/15/08		
FIELD BOOK NO. 1123 R, S & U		



P.B.I.A.
GALAXY AVIATION LEASE (S-9)
BOUNDARY SURVEY

DATE FILED: 05/13/09
S-3-08-2834

SHEET: 1
OF: 2
PROJECT NO. 2008013-14

EXHIBIT "A"
EAST TRACT



PROJECT:
**P.B.I.A.
 GALAXY AVIATION LEASE
 (S-9)
 BOUNDARY SURVEY**

DESIGN FILE NAME: 8-3-08-2834.DGN
 DRAWING NO.: S-3-08-2834

SHEET: 2
 OF: 2
 PROJECT NO.: 14

SCALE: 1" = 60'
 APPROVED C.E.M.
 DRAWN C.A.O.
 CHECKED W.C.E.
 DATE: 5/15/08

NO.	REVISION	BY	DATE
1	REVISED BOUNDARY & LEGAL	OWM	3/05

FIELD BOOK NO. 1123 R. S & U

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS

ENGINEERING SERVICES
 P.O. BOX 21229, WEST PALM BEACH, FLORIDA




EXHIBIT "G"

PARCEL S-6

EXHIBIT "G"
PARCEL S-6

DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 01° 35' 10" EAST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 208.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 (SOUTHERN BOULEVARD); THENCE SOUTH 88° 47' 38" EAST ALONG SAID RIGHT-OF-WAY LINE OF STATE ROAD 80 A DISTANCE OF 388.36 FEET; THENCE NORTH 00° 19' 23" WEST A DISTANCE OF 104.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE SOUTH OUTER PERIMETER ROAD, PALM BEACH INTERNATIONAL AIRPORT, SAID RIGHT-OF-WAY SHOWN ON PLANS PREPARED BY DAMES & MOORE, PROJECT No. PB 97-7, DEPARTMENT OF AIRPORTS, SHEETS G-3 PALM BEACH BOARD OF COMMISSIONERS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 19' 23" WEST A DISTANCE OF 278.09 FEET; THENCE NORTH 89° 44' 48" EAST A DISTANCE OF 410.00 FEET; THENCE SOUTH 00° 15' 12" EAST A DISTANCE OF 305.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH OUTER PERIMETER ROAD; THENCE SOUTH 84° 53' 32" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 145.53 FEET TO A POINT OF CURVATURE (P.C.); THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, AN ALONG A CURVE CONCAVE TO THE RIGHT, HAVING THE FOLLOWING PROPERTIES, RADIUS = 575.00', DELTA = 26° 45' 27", LONG CHORD = 266.095', CHORD BEARS NORTH 81° 43' 44.5" WEST, AN ARC DISTANCE OF 268.529 FEET TO A POINT OF TANGENCY (P.T.); THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 68° 21' 01" WEST A DISTANCE OF 1.617 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.916 ACRES BY CALCULATION OF THIS DESCRIPTION.

NOTES:

1. Not valid without then signature and the original raised seal of a Florida Licenced Surveyor and Mapper
2. Lands shown hereon were not abstracted by this office for matters which may appear in the public records of this county.
3. Legal Description was prepared by this surveyor at the direction of Client and/or Agent.
4. Bearings shown hereon are based on the North right-of-way of State Road 80 (Southern Boulevard) being N88° 47' 40" N.
5. Sheet 1 of 2 DESCRIPTION and Sheet 2 of 2 SKETCH OF DESCRIPTION MUST be recorded as one document to be VALID.

THIS SKETCH AND DESCRIPTION PREPARED BY:

JOHN G. ALBRITTON & ASSOCIATES, INC.

Signed this 30th day of April, 1999

John G. Albritton
JOHN G. ALBRITTON, P. E., M.
State of Florida Certification No. 2791

SEE SHEET 2 OF 2 FOR SKETCH
THIS IS NOT A SURVEY.

DESCRIPTION

PREPARED FOR

FLIGHT SAFETY INTERNATIONAL
WEST PALM BEACH, FLORIDA

JOHN G. ALBRITTON & ASSOCIATES, INC.

DEVELOPMENT CONSULTANTS • SURVEYORS AND MAPPERS

1404 South 28th Street, Suite C • Fort Pierce, Florida 34947
CERTIFICATE OF AUTHORIZATION No. LB 0505
(888) 484-0081 Fax (888) 484-1894

Drawing No.
542-A

Page
1 OF 2

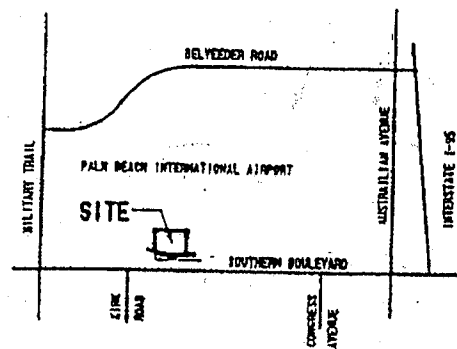
Date Revisions

Date	Revisions



LEGEND

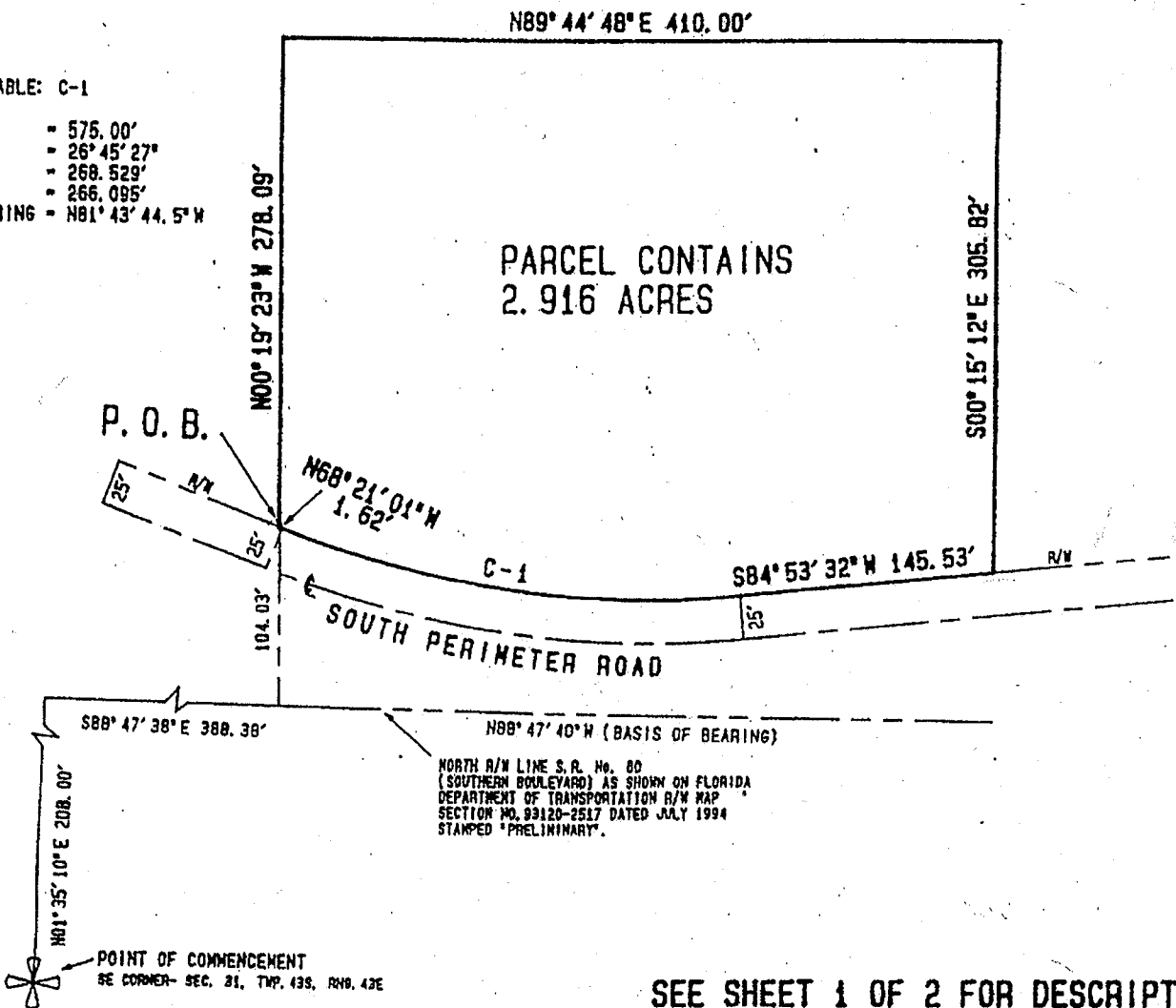
C	CALCULATED DATA	□	CONCRETE MONUMENT
D	DEED DATA	○	5/8" IRAC PSM2791 FD OF SET
M	MEASURED	CR	CONCRETE MONUMENT
P	PLAT DATA	IP	IRON PIPE
D. B.	DEED BOOK	IR	IRON ROD
P. B.	PLAT BOOK	PCP	PERMANENT CONTROL POINT
O. O. B.	OFFICIAL RECORD BOOK	PRM	PERMANENT REFERENCE MONUMENT
M. B.	MINUTE BOOK	IRRC	IRON ROD & CAP
PG.	PAGE	IPRC	IRON PIPE & CAP
FC	FENCE CORNER	BM	BENCHMARK
BC	BUILDING CORNER	XD. 0	EXISTING ELEVATION
S. R.	STATE ROAD	O. H.	OVER HANG
C. R.	COUNTY ROAD	S. T.	SEPTIC TANK
R/W	RIGHT-OF-WAY	P. O. C.	POINT OF COMMENCEMENT
TWP.	TOWNSHIP	P. O. B.	POINT OF BEGINNING
RGE.	RANGE	P. O. T.	POINT OF TANGENCY
SEC.	SECTION	P. O. C.	POINT OF CURVE
Y	FENCE	Δ	DELTA
(U)	UNNUMBERED POINT	R	RADIUS
(I)	ILLEGIBLE	L	LENGTH OF ARC
(D)	DISTURBED	T	TANGENT
C	CENTERLINE	C	LONG COARD
FD	FOUND	CB	COORD BEARING
✓	WOOD POWER POLE	U&D	UTILITY & DRAINAGE EASEMENT
✓	GUY ANCHOR	U. E.	UTILITY EASEMENT
E/P	EDGE OF PAYEMENT	CB	CONCRETE BLOCK STRUCTURE
CONC	CONCRETE	STY.	STORY
✂	SECTION CORNER	1/4	1/4 SECTION CORNER



LOCATION MAP N. T. S.

CURVE TABLE: C-1

RADIUS	=	575.00'
DELTA	=	26° 45' 27"
ARC	=	268.529'
CHORD	=	266.095'
CH. BEARING	=	N81° 43' 44.5" W



SEE SHEET 1 OF 2 FOR DESCRIPTION
THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

PREPARED FOR
FLIGHT SAFETY INTERNATIONAL
WEST PALM BEACH, FLORIDA

JOHN G. ALBRITTON & ASSOCIATES, INC.

DEVELOPMENT CONSULTANTS • SURVEYORS AND MAPPERS

1404 South 28th Street, Suite C • Fort Pierce, Florida 34947
CERTIFICATE OF AUTHORIZATION No. LA 6585
(407) 464-0061 Fax (407) 464-1894

Drawing No.
542-A

Page
2 OF 2

Date | Revisions

EXHIBIT "H"
PARCELS A & B

LEGAL DESCRIPTION

PARCEL "A"

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01°15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.98 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD; THENCE NORTH 02°25'41" EAST ALONG THE EAST LINE OF LEASE PARCEL S-4 (PALM BEACH COUNTY DRAWING NO. S-3-01-1524) AND IT'S NORTHERLY PROLONGATION, A DISTANCE OF 432.78 FEET TO THE NORTH LINE OF LEASE PARCEL S-1B & S-1C (PALM BEACH COUNTY DRAWING NO. S-3-08-2846); THENCE SOUTH 87°37'27" EAST ALONG SAID NORTH LINE, A DISTANCE OF 316.50 FEET TO POINT OF BEGINNING NO.1; THENCE NORTH 02°47'41" EAST, A DISTANCE OF 102.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°28'22", AN ARC DISTANCE OF 78.95 FEET TO THE POINT OF CUSP; THENCE SOUTH 86°41'08" EAST, DISTANCE OF 151.02 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET, (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 02°57'54" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°10'13", AN ARC DISTANCE OF 78.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°47'41" WEST, A DISTANCE OF 100.60 FEET TO SAID NORTH LINE; THENCE NORTH 87°37'27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 50.45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL "B"

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1152.72 FEET; THENCE NORTH 01°15'37" EAST AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 386.98 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD; THENCE NORTH 02°25'41" EAST ALONG THE EAST LINE OF LEASE PARCEL S-4 (PALM BEACH COUNTY DRAWING NO. S-3-01-1524) AND IT'S NORTHERLY PROLONGATION, A DISTANCE OF 432.78 FEET TO THE NORTH LINE OF LEASE PARCEL S-1B & S-1C (PALM BEACH COUNTY DRAWING NO. S-3-08-2846); THENCE SOUTH 87°37'27" EAST ALONG SAID NORTH LINE, A DISTANCE OF 638.69 FEET TO POINT OF BEGINNING NO.2; THENCE NORTH 01°53'46" EAST, A DISTANCE OF 98.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°35'33", AN ARC DISTANCE OF 77.31 FEET TO THE POINT OF CUSP; THENCE SOUTH 86°41'47" EAST, DISTANCE OF 150.44 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE TO SOUTHEAST THE AND HAVING A RADIUS OF 50.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 03°18'13" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°17'23", AN ARC DISTANCE OF 79.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°00'50" WEST, A DISTANCE OF 94.91 FEET TO SAID NORTH LINE; THENCE NORTH 87°37'27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 50.20 FEET TO THE POINT OF BEGINNING.

PROJECT NO. 2008013-14
SHEET NO. 1
OF 3

PROJECT: **PBIA GALAXY
PARCEL A & PARCEL B**

DESIGN FILE NAME: S-1-09-2951.DGN
DRAWING NO.: S-1-09-2951


NO.	REVISION	BY	DATE

SCALE: 1" = 100'
APPROVED: E.A.D.
DRAWN: W.C.E.
CHECKED: W.C.E.
DATE: 4/01/09
FIELD NO.: N/A

**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS**

ENGINEERING SERVICES

2500 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



SURVEYOR'S NOTES

BOTH PARCELS COMBINED CONTAIN 17.162 SQUARE FEET OR 0.3940 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000039346

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE


THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

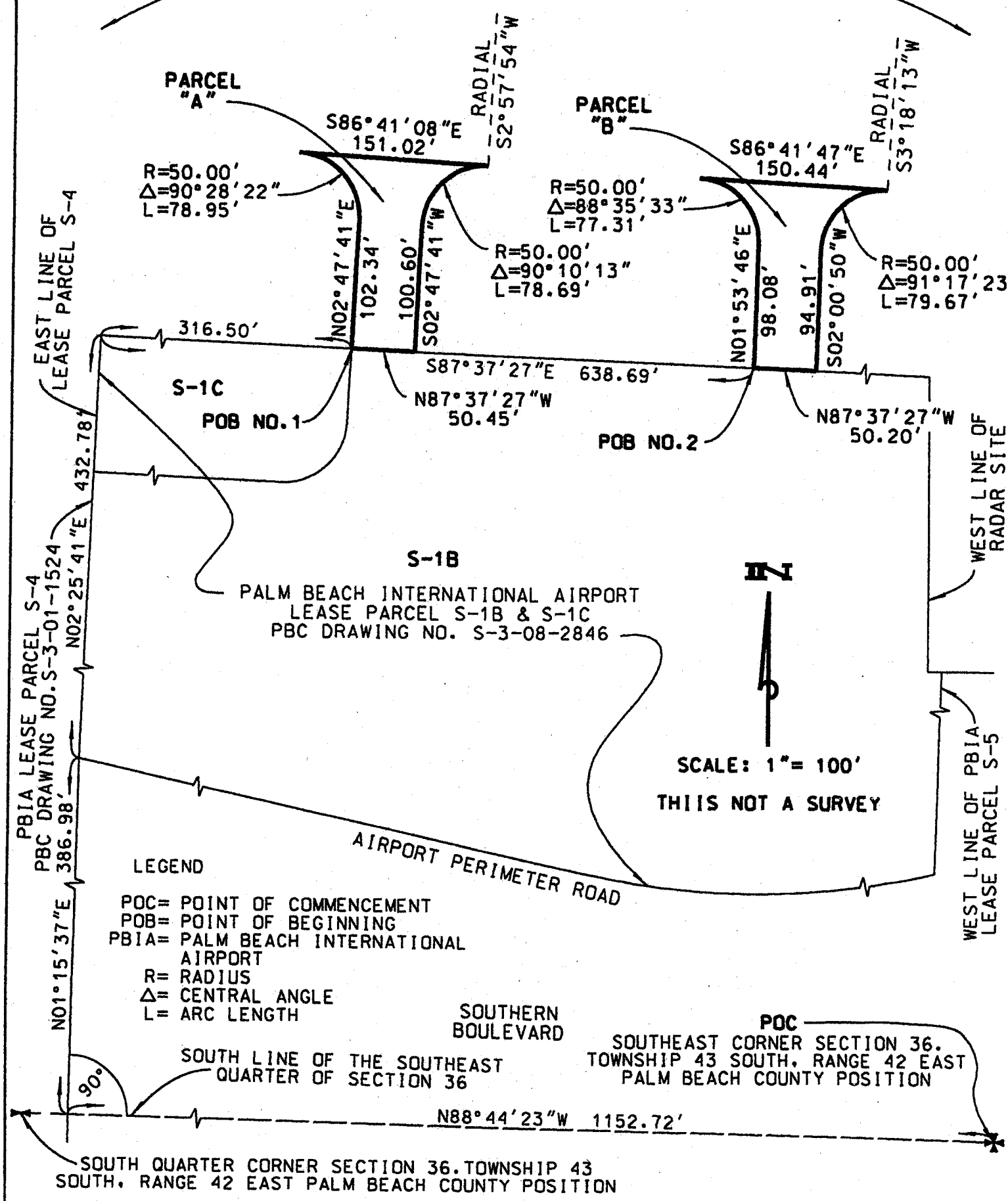
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

4/2/09
DATE

PALM BEACH INTERNATIONAL AIRPORT
PROPERTY (UNPLATED)



S-1B
PALM BEACH INTERNATIONAL AIRPORT
LEASE PARCEL S-1B & S-1C
PBC DRAWING NO. S-3-08-2846

POC
SOUTHEAST CORNER SECTION 36.
TOWNSHIP 43 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY POSITION