BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: DEPARTMENTAL
PRESET: 2:30 PM
TITLE: FIFTH AMENDMENT TO THE COMMERCIAL LEASE WITH TRIUMPH AEROSTRUCTURES, LLC AT WITHAM AIRPORT

AGENDA ITEM DATES:

<table>
<thead>
<tr>
<th>MEETING DATE:</th>
<th>COUNTY ATTORNEY:</th>
</tr>
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<tbody>
<tr>
<td>2/17/2015</td>
<td>1/26/2015</td>
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<table>
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<tr>
<th>COMPLETED DATE:</th>
<th>ASSISTANT COUNTY ADMINISTRATOR:</th>
</tr>
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<tbody>
<tr>
<td>2/5/2015</td>
<td>2/2/2015</td>
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REQUESTED BY: DEPARTMENT: PREPARED BY:

Name: George Stokus, Airport Manager
Name: Jeffrey Dougherty, Real Property Manager

Procedures: None

EXECUTIVE SUMMARY:

Request for approval of the Fifth Amendment to the lease with Triumph Aerostructures, LLC, a Delaware limited liability company, for a partial turn back of property located at Witham Airport.

APPROVAL:

LEG
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:

1. Amendment prepared by: Martin County
Martin County entered into a lease with Grumman Aircraft Engineering to operate the Witham Field Airport in 1950. The lease was amended in 1963 allowing for extension options to run through 2023. Grumman Aerospace Corporation, Grumman Aircraft Engineering’s successor, agreed not to exercise all of its extension options and instead negotiated a new lease with the County in 1994. The current lease options run through June 30, 2024.

Triumph Aerostructures, LLC, (TRIUMPH), successor in interest to Grumman Aerospace Corporation, currently leases approximately 63.4 acres of land at the Witham Airport. The County has been negotiating a partial turn back of the leased property for over 15 years. The turn back process has been hampered by changes to the corporate operating structure, subtenant issues, multiple eviction lawsuits and infrastructure improvements.

A total reconstruction of SE Airport Road along with utility separation and improvements was completed in 2012. The project was grant funded with TRIUMPH providing the required $250,000 local match.

Approximately 18 acres of the leased property will be turned back to the County as part of Amendment #5 which includes the following:

- SE Airport Road
- 4 acres of vacant non-aeronautical property to the south of SE Airport Road
- Aeronautical property to the north of SE Airport Road
- Building 17 (former credit union and restaurant)
- Hanger 3
- Various WW II buildings

TRIUMPH will retain approximately 35 acres of property to the north of SE Airport Road which includes its existing manufacturing facilities and runway access. Additionally, TRIUMPH will retain 9 acres of
vacant land to south of SE Airport Road. The vacant land is being held for future business opportunities that may require separation from its existing operations for security purposes.

The property to the north of SE Airport Road is designated aeronautical use by the Federal Aviation Administration (FAA) and the Airport Master Plan. The property to the south of SE Airport Road is designated non-aeronautical use by the FAA and the Airport Master Plan. Aeronautical use requires a runway dependent operation.

The Airport will issue an RFB for Building 17 to help offset the rent reduction associated with the turn back. Additionally, an airport planning consultant will be engaged to study the balance of the turn back property to recommend a highest and best use. The Airport will also pursue grant opportunities for the removal of any dilapidated structures. The WWII buildings will be evaluated as well with input from the various interested historical, veteran and community organizations.

The turn back will allow the County to direct the desired future development of the Airport as it relates to both the runway access, aeronautical property as well as the non-aeronautical property.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks and has developed strategies for legal defensibility.

ISSUES:

TRIUMPH requested a lease option extension as part of the Amendment #5. Staff denied the request based upon potential conflict with FAA rules associated with runway dependent use of aeronautical designated properties and the existing terms within their sub-tenant lease with Jet Team International, Inc. Triumph has agreed to and executed the Fifth Amendment.

RECOMMENDED ACTION:

RECOMMENDATION
Move that the Board approve the FIFTH AMENDMENT TO COMMERCIAL LEASE with Triumph Aerostructures, LLC and authorize the Chairman to execute any and all documents necessary.

ALTERNATIVE RECOMMENDATIONS
Provide staff with direction.

FISCAL IMPACT:

RECOMMENDATION
None

<table>
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<tr>
<th>Funding Source</th>
<th>County Funds</th>
<th>Non-County Funds</th>
<th>Authorization</th>
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### ALTERNATIVE RECOMMENDATIONS
None

### DOCUMENT(S) REQUIRING ACTION:

| ☐ Budget Transfer / Amendment | ☐ Chair Letter | ☑ Contract / Agreement |
| ☐ Grant / Application | ☐ Notice | ☐ Ordinance | ☐ Resolution |
| ☐ Other: |

### ROUTING:

- ADM
- BLD
- CDD
- COM
- ENG
- FRD
- GMD
- GSD
- ITS
- LIB
- MCA
- MPO
- PRD
- USD
- CA
- ACA
- LEG
Triumph Lease Amendment #5
WITHAM FIELD LEASE EXHIBIT FOR:
MARTIN COUNTY, FLORIDA

SCALE: 1"=100'

DRAWN BY: JHY
CHECKED BY: JHY

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Palm City, FL 34991
(800) 386-1066 WWW.GCYINC.COM

LEGEND

REMAINING PORTION OF ORIGINAL LEASE = TRIUMPH LEASE
45.47 ACRES±
PARCELS CURRENTLY REMOVED FROM ORIGINAL LEASE
2.57 ACRES±
PORTION OF AMENDMENT 2 NOT WITHIN ORIGINAL LEASE
0.12 ACRES± (5033 SQUARE FEET)
PORTION OF ORIGINAL LEASE TO BE RETURNED TO MARTIN COUNTY
17.97 ACRES±

TRIUMPH AEROSTRUCTURES
PROPOSED LEASE AREAS

ORIGINAL LEASE = 66.01 ACRES±

PARCEL A
TRIUMPH LEASE 54.20 ACRES

PARCEL B
TRIUMPH LEASE 14.94 ACRES

PARCEL C
TRIUMPH LEASE 7.44 ACRES

AMENDMENT 2

AMENDMENT 5

4.0 Acre Parcel (TURN BACK AREA)

TURN BACK TO COUNTY 18.94 ACRES

TURN BACK TO COUNTY 18.94 ACRES

14-1034-01
FIFTH AMENDMENT TO COMMERCIAL LEASE

(REMOVING APPROXIMATELY 17.97 ACRES FROM THE LEASEHOLD)

THIS AGREEMENT is made and entered into this day of , 2015, by and between TRIUMPH AEROSTRUCTURES, LLC, a Delaware Limited Liability Company authorized to transact business in Florida (the “Tenant” or “Triumph”) and MARTIN COUNTY, a political subdivision of the State of Florida, whose mailing address is 2401 S.E. Monterey Road, Stuart, Florida 34996 (the “Landlord” or “County”).

WITNESSETH:

WHEREAS, Landlord and Tenant are bound by that certain Lease dated April 5, 1994 pertaining to certain real property and improvements thereon (the “Property”) located in Martin County, Florida at Witham Field, which Lease has been amended by instruments dated October 27, 1998, April 18, 2000, and July 1, 2003; and February 2, 2006 (collectively the “Lease”); and

WHEREAS, the original tenant was Grumman Aerospace Corporation (“GAC”); Northrup Grumman Corporation (“NGC”) was the successor in interest to GAC; Vought Aircraft Industries, Inc. (“Vought”) was the successor in interest to NGC; and Triumph Aerostructures, LLC is the successor in interest to Vought, having assumed all assets and liabilities, including all obligations under the Lease; and

WHEREAS, NGC and its predecessor, GAC (collectively “Grumman”), have entered into certain Consent Orders and other Agreements (collectively “Remediation Agreements”) with the U.S. Environmental Protection Agency and the City of Stuart, Florida (collectively the “Agencies”), which provide for the remediation of groundwater, drinking water and other similar remediation activities, which obligations persist until the remediation has been approved by the Federal and State Government in accordance with the terms of the Remediation Agreements; and

WHEREAS, Triumph has agreed to cooperate in and support continuation of those activities initiated by Grumman, and the County is aware of the Remediation Agreements and agrees that it is in the County’s interests to permit the completion of the activities required by the Remediation Agreements; and

WHEREAS, Tenant desires to reduce the size of the Property that is subject to the Lease (the “Tumback”) and take other actions and commitments in furtherance of amending the parties’ responsibilities under the Lease; and
WHEREAS, Landlord is willing to accept the Turnback in accordance with and subject to the terms and conditions stated in the Lease as amended by this Fifth Amendment to Commercial Lease (the "Fifth Amendment").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Fifth Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Parties hereto acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Fifth Amendment.

2. **Property.** From and after the Turnback Date as defined in this Fifth Amendment and subject to the terms and conditions stated herein which are conditions to the Turnback, the Property as described in paragraph 2.1 of the Lease, is further amended by the removal of approximately 17.97 acres of land as legally described in Exhibit "B" attached to this Fifth Amendment and by this reference made a part hereof, together with the improvements located thereon (collectively the "Turnback Property"). Subsequent to the Turnback the Property remaining subject to the Lease (sometimes referred to herein as the "Post Turnback Lease Property") shall contain approximately 45.47 acres of land as legally described in Exhibit "A" attached to this Fifth Amendment and by this reference made a part hereof.

3. **Turnback Date.** April 1, 2015, or such later date on which the Conditions to Turnback as described in this Fifth Amendment have been satisfied.

4. **Conditions to Turnback.** Performance by Tenant of the following matters are conditions to the Turnback.

4.1. **Airport Road and Parking Area.** For the purposes of this Fifth Amendment, Airport Road is defined as that portion of paved roadway, adjacent swales, green areas and utilities located within "Parcel IV" as described in Exhibit "A" of the original Lease dated April 5, 1994 (and also shown on Exhibit "A" hereto), all within the Turnback Property. For the purposes of this Fifth Amendment, Parking Area shall mean that part of the Turnback Property identified as the Parking Area shown on Exhibit "B" attached hereto and made a part hereof.

4.2. **Building Turnback.** For the purposes of this Fifth Amendment, the term "Building Turnback" shall mean Building Nos. 3, 8, 9, 10, 11, 14, 17, 18 (demolished) and 21 which lie within the Turnback Property more particularly described in Exhibit "B".
4.3 Paragraph 5.3 of the Lease requires that Tenant, at its sole cost and expense, maintain and repair all Property and improvements, which includes Airport Road, Parking Area and Building Turnback. Paragraph 19 of the Lease requires that at termination of the lease, Tenant deliver to the County possession of the Property in good condition in accordance with its express obligations thereunder, except ordinary wear and tear or insured casualty.

4.4 In fulfillment and full satisfaction of Tenant’s maintenance and repair obligations as to Airport Road, Parking Area and Building Turnback (as defined herein), Tenant shall pay to County Two Hundred Fifty Thousand Dollars ($250,000.00). Payment as required in this Paragraph 4.4 shall be made on the earlier of the Turnback Date or April 1, 2015.

4.5 Subtenants. For purposes of this Fifth Amendment the term “Subtenants” shall mean all persons in possession of or occupying portions of the Turnback Property as of the date of this Fifth Amendment and as of the Turnback Date. Subtenants include persons or entities in possession under a written sublease from Tenant or otherwise.

4.51 Except as set forth in Section 4.52, Tenant shall remove all Subtenants, including all personal property of Subtenants, from the Turnback Property not later than the Turnback Date, such that upon Turnback the County shall have sole possession of the Turnback Property, free and clear of any and all claims of Subtenants. Tenant shall defend and hold harmless County from any and all acts and claims of Subtenants pertaining to the removal of Subtenants from the Turnback Property.

4.52 County and Tenant each acknowledge the existence of the sublease between Tenant and Jet Team International, Inc. on a portion of the Post Turnback Lease Property. Tenant shall, at no cost to the County, fence the perimeter of the portion of the Post Turnback Lease Property that is subleased by Jet Team International, Inc.

4.6 Contamination. Nothing in this Fifth Amendment or any other prior amendments to the Lease shall be construed as releasing or relieving Tenant, Grumman, Vought, or any other party from any legal liability, obligation, or duty: (i) relating to the assessment or remediation of environmental conditions or contamination that may exist on or about the Property, pursuant to the provisions of the Lease, including, without limitation Section 9.0 of the Lease regarding Environmental Clean-up and Indemnity; (ii) arising out of the Remediation Agreements; or (iii) arising out of any other provision of federal, state or local law; whether relating to the Turnback Property and soil and water contamination thereunder, or any other portion of the Property
originally described in the Lease, and other property referred to in Section 9.3(c) of the Lease.

5. **Rent, Common Area Maintenance Costs and Airport Security Fee.** Section 4.2 of the Lease is hereby further amended by the addition of the following:

   **Section 4.21** The annual base rent for the Fourth Option Term beginning July 1, 2014 through June 30, 2019 is Four Hundred Seventy Two Thousand Eight Hundred and One and 95/100ths Dollars ($472,801.95), payable in monthly installments until the Turnback Date.

   **Section 4.22** The annual base rent for the Fourth Option Period shall be reduced to Three Hundred Thirty Eight Thousand Eight Hundred Seventy-Six and 18/100ths Dollars ($338,876.18) upon the Completion of the Turnback as described in this Fifth Amendment, payable in monthly installments commencing on the Turnback Date.

Article 4 of the Lease is further amended with the addition of Section 4.6 Common Area Maintenance Costs and Airport Security Fee as follows:

   **Section 4.6 Common Area Maintenance Costs and Airport Security Fee.** Commencing on the Turnback Date, Tenant agrees to pay to County without set-off, abatement, credit, deduction or claim of off-set, annual Common Area Maintenance ("CAM") fees for the maintenance of Airport Road in the amount of $4,662 (2,664 linear feet x $1.75 per linear foot). CAM fees shall be payable with rent on an annual basis in advance, commencing on the Turnback Date and each year thereafter on the anniversary of the Turnback Date during the Term and any Renewal Term. In event the term commences or expires on any day other than the first or last day of a month, respectively, then the CAM fees for such month shall be prorated accordingly. The County shall maintain all CAM charges for Airport Road Maintenance budgeted exclusively for Airport Road maintenance.

Commencing on the Turnback Date, Tenant agrees to pay to County without set-off, abatement, credit, deduction of claim of off-set, an annual Airport Security Fee in connection with Airport Road in the amount of $1,332 (2,664 linear feet x $.50 per linear foot). The Airport Security Fee shall be payable at the same time as payment of CAM fees as provided above.

6. **Airport Road Control, Maintenance, Repair and Replacement.**

   **6.1.** From and after the Turnback, County shall at all times have the sole and exclusive control, management and direction of Airport Road and shall have the right to make reasonable changes to Airport Road, and may at any time exclude and restrain any person from use or occupancy thereof. The rights of Tenant in and to Airport Road are subject to the rights of others to use the same in common with Tenant.
County may at any time and from time to time close all or any portion of Airport Road to make repairs, improvements, alterations or changes thereto but shall in good faith limit any closures in time, frequency, and duration to the extent practicable so that business operations can continue to be maintained during such closures.

6.2 From and after Turnback and subject to County’s rights as stated in paragraph 6.1 hereof, Tenant, its agents, employees and invitees shall have a non-exclusive right to use Airport Road in common with other airport tenants, airport employees, agents, invitees and the general public.

6.3 After the Turnback, County shall maintain Airport Road in good condition; provided, however, that the manner in which Airport Road shall be maintained shall be solely determined by County and shall be subject to the availability of funds to make such repairs, inclusive of the CAM fees as provided above and other funding.

7. Release of Tenant’s Obligation to Rebuild Building 18. During the hurricanes of 2004 a certain part of the Turnback Property commonly known and hereinafter referred to as “Building 18” was severely damaged and all above ground portions of Building 18 were removed by Tenant. Notwithstanding the language of Article 8.3 of the Lease, upon completion of the Turnback Tenant shall be released from it’s obligation to rebuild Building 18 pursuant to Article 8.3(a) of the Lease. Except as specifically stated in this paragraph, Article 8.3 of the original Lease shall remain in full force and effect as originally written. Nothing contained in this Fifth Amendment shall be construed as relieving Tenant of its obligation to maintain the remaining concrete foundation, floor and other remaining facilities of the former Building 18 in a safe and clean condition and in all other respects in compliance with the terms and conditions of the Lease until completion of the Turnback.

7.1 Article 8.3(a) of the Lease requires that “If for any reason, the improvements are not repaired or reconstructed, all insurance proceeds shall be paid to the County”. Tenant has advised the Landlord that Tenant’s property damage insurance policy that insures all improvements on the Property contains a $1,000,000 deductible. Due to the existence of the deductible, no proceeds were payable by Tenant’s insurer due to the loss of Building 18. The Lease requires that the improvements are to be insured to 100% of replacement value and provides no provision for deductibles. In consideration of Landlord’s release of Tenant’s obligation to rebuild Building 18 and the forgiveness by Landlord of Tenant’s obligation to pay insurance proceeds attributable to Building 18 to the County as required by Article 8.3 of the Lease, the County accepts the funds set forth in Section 4.4 hereof and also accepts Building 18 in its current “as is” condition.

7.2 Article 8.3(a) of the Lease is hereby amended by the addition of the following sentence at the end of Article 8.3(a): “In the event that, due to insurance
policy deductibles, limits or otherwise, the insurance proceeds referenced in the previous sentence of this Article 8.3(a) do not exist or are not payable, then Tenant shall pay to County in cash the amount of any loss described in Article 8.3(a) that is not covered by Insurance.”

8. **Correction of Error.** Paragraph 3 of the Third Lease Amendment dated July 1, 2003 had a typographical error where it modified Section 4.2 of the Lease by stating a term as “July 1, 2019 through June 30, 2004.” That error is corrected by stating the term as “July 1, 2019 through June 30, 2024.”

9. **Reaffirmation.** The Landlord and Tenant hereby reaffirm all of their obligations set forth in the Lease, and agree to perform each and every covenant, agreement and obligation in said Lease, and to be bound by each and all of the terms and provisions of the Lease as herein modified.

10. **Miscellaneous.** All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural form thereof as required by the identity of the person or persons or the situation.

11. **Effective Date.** The term “Effective Date” as used in this Fifth Amendment shall be the date on which the last of the parties hereto have signed this Fifth Lease Amendment.

12. **Authority.** This Fifth Amendment shall be subject to the approval of Martin County Board of County Commissioners (the “Board”) which approval may be granted or not granted in the Board’s discretion.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

**TENANT:**

TRIUMPH AEROSTRUCTURES, LLC
A Delaware Limited Liability Company

By: ____________________________
Its: UECI President, Finance

Type or Print Witness Name

Type or Print Witness Name
STATE OF Texas  
COUNTY OF Tarrant ss.: 

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by Wendy G. Hargus, the VP of Finance of Triumph Aerostructures, LLC, a Delaware limited liability company, on behalf of the company. He/She [ ] is personally known to me or [ ] has produced ________________ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of January, 2015.

__________________________  
Paula J. Simon  
Notary Public  
Printed Name: Paula J. Simon  
My Commission Expires: 1/12/2017

LANDLORD:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

By: ____________________________________________ ED FIELDING, CHAIRMAN

ATTEST:

__________________________  
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

__________________________  
MICHAEL D. DURHAM  
COUNTY ATTORNEY
EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A

A parcel of land lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 2544.15 feet to a point on the Wilham Airport Jurisdictional Boundary Line; thence departing said South line, North 42°00'18" West, along said Jurisdictional Boundary Line, a distance of 434.71 feet; thence South 47°59'42" West, a distance of 279.78 feet; thence North 42°00'23" West, a distance of 108.06 feet; thence North 48°07'30" East, departing said Jurisdictional Boundary Line, a distance of 33.98 feet to the Point of Beginning;
Thence North 41°38'49" West, a distance of 470.46 feet;
Thence North 51°08'37" East, a distance of 13.59 feet;
Thence North 40°28'22" West, a distance of 25.56 feet;
Thence South 48°34'22" West, a distance of 13.71 feet;
Thence North 42°06'59" West, a distance of 576.09 feet;
Thence North 47°39'15" East, a distance of 12.25 feet;
Thence North 39°03'22" West, a distance of 30.86 feet;
Thence South 48°53'31" West, a distance of 14.04 feet;
Thence North 42°42'08" West, a distance of 374.66 feet;
Thence North 67°51'59" East, a distance of 572.42 feet;
Thence South 19°11'24" East, a distance of 10.13 feet;
Thence North 79°35'33" East, a distance of 35.31 feet;
Thence North 03°57'45" East, a distance of 20.42 feet;
Thence North 65°55'22" East, a distance of 518.94 feet;
Thence South 75°15'05" East, a distance of 175.82 feet;
Thence North 61°34'20" East, a distance of 110.85 feet;
Thence South 70°08'56" East, a distance of 543.78 feet;
Thence South 20°01'48" West, a distance of 226.20 feet;
Thence South 69°58'12" East, a distance of 7.30 feet;
Thence South 20°00'35" West, a distance of 226.17 feet;
Thence North 69°58'23" West, a distance of 52.31 feet;
Thence South 20°04'52" West, a distance of 108.26 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears South 47°14'43" West, having a radius of 23.90 feet; thence Southwesterly along the arc of said curve through a central angle of 47°48'12", a distance of 19.94 feet;
Thence South 71°08'49" West, a distance of 17.27 feet;
Thence North 70°32'38" West, a distance of 6.43 feet;
Thence South 20°03'36" West, a distance of 498.09 feet;
Thence South 53°12'11" West, a distance of 39.46 feet;
Thence South 48°07'30" West, a distance of 491.33 feet to the Point of Beginning.

Said parcel containing 34.88 acres, more or less.

Together With

(continued on sheet 2)
EXHIBIT "A"

LEGAL DESCRIPTION

(continued from sheet 1)

Parcel B

A parcel of land lying in Sections 10 and 15, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 2544.15 feet to a point on the Witham Airport Jurisdictional Boundary Line; thence departing said South line, run North 42°00'18" West, along said Jurisdictional Boundary Line, a distance of 434.71 feet; thence North 46°11'49" East, departing said Jurisdictional Boundary Line, a distance of 66.82 feet to the Point of Beginning;
Thence North 47°27'41" East, a distance of 162.04 feet;
Thence North 53°24'21" East, a distance of 163.23 feet;
Thence South 29°21'21" East, a distance of 55.61 feet;
Thence North 54°17'04" East, a distance of 11.42 feet;
Thence North 27°18'29" West, a distance of 53.85 feet;
Thence North 61°30'54" East, a distance of 116.47 feet;
Thence North 67°51'44" East, a distance of 94.13 feet;
Thence South 41°59'16" East, a distance of 586.27 feet;
Thence South 25°17'18" West, a distance of 295.70 feet;
Thence South 48°00'30" West, a distance of 266.42 feet;
Thence North 41°59'16" West, a distance of 776.88 feet to the Point of Beginning.

Said parcel containing 9.02 acres, more or less.

Together with

Parcel C

A parcel of land lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of said Section 10, a distance of 2669.52 feet to the South quarter corner of said Section 10; thence departing said South line, North 00°18'31" East, along the North-South quarter-section line of said Section 10, a distance of 1205.56 feet; Thence, departing said quarter-section line, South 89°41'29" East, a distance of 290.36 feet to the Point of Beginning;
Thence North 19°56'02" East, a distance of 333.64 feet;
Thence South 70°05'04" East, a distance of 205.03 feet;
Thence South 19°52'06" West, a distance of 333.64 feet;
Thence North 70°04'59" West. A distance of 205.42 feet to the Point Of Beginning.

Total area for Parcel A, Parcel B and Parcel C is 45.47 acres, more or less.
EXHIBIT "A"

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE WITHAM AIRPORT JURISDICTIONAL BOUNDARY SURVEY PERFORMED BY GCY, INC., JOB NUMBER 11-1018-08, DATED OCTOBER 10, 2012; AND DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:

   A) PROVIDED IN ITS ENTIRETY CONSISTING OF 6 SHEETS, WITH SHEETS 4, 5 AND 6 BEING THE SKETCH OF DESCRIPTION.

   B) REPRODUCTION OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

3. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, HAVING A BEARING OF SOUTH 89°53'48" EAST.

CERTIFICATION

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND Mapper)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. THE SKETCH AND DESCRIPTION IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

DATE OF SIGNATURE

________________________

PETER ANDERSEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5199

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4158

SKETCH AND LEGAL DESCRIPTION FOR:
TRIUMPH AEROSTRUCTURES
PROPOSED LEASE LANDS
MARTIN COUNTY, FLORIDA

Drawing Name: TRIUMPH AEROSTRUCTURES WITHAM FIELD LEASE EX A_SKL

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16 of 31
EXHIBIT "A"

SCALE: 1"=300'

POINT OF COMMENCEMENT
SOUTHWEST CORNER, SECTION 10

NOTE:
This drawing does not represent a boundary survey and is based on the Witham Airport Jurisdictional Boundary Survey performed by GCY, Inc., Job Number 11-1018-08, dated October 10, 2012.

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

Copyright © 2011 by GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Drawing Name: TRIUMPH AEROSTRUCTURES WITHAM FIELD LEASE EX A_5KL
NOTE:
This drawing does not represent a boundary survey and is based on the Witham Airport Jurisdictional Boundary Survey performed by GCY, Inc., Job Number 11-1018-08, dated October 10, 2012.
EXHIBIT "B"

LEGAL DESCRIPTION

A parcel of land lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 2544.15 feet to a point on the Witham Airport Jurisdictional Boundary Line; thence departing said South line, North 42°00'18" West, along said Jurisdictional Boundary Line, a distance of 434.71 feet to the Point of Beginning;

Thence North 46°11'49" East, departing said Jurisdictional Boundary Line, a distance of 66.82 feet
Thence North 47°27'41" East, a distance of 162.04 feet;
Thence North 53°24'21" East, a distance of 163.23 feet;
Thence South 29°21'21" East, a distance of 55.61 feet;
Thence North 54°17'04" East, a distance of 11.42 feet;
Thence North 27°18'29" West, a distance of 53.85 feet;
Thence North 61°30'54" East, a distance of 116.47 feet;
Thence North 67°51'44" East, a distance of 94.13 feet;
Thence South 41°59'16" East, a distance of 586.27 feet;
Thence North 25°17'18" East, a distance of 557.16 feet;
Thence North 46°32'47" West, a distance of 162.42 feet;
Thence South 89°48'02" West, a distance of 253.56 feet;
Thence South 88°57'58" West, a distance of 19.61 feet;
Thence North 70°09'59" West, a distance of 197.72 feet;
Thence North 19°50'01" East, a distance of 141.42 feet;
Thence South 70°09'59" East, a distance of 250.24 feet;
Thence North 61°37'38" East, a distance of 29.62 feet;
Thence North 19°50'01" East, a distance of 117.09 feet;
Thence South 70°09'59" East, a distance of 105.77 feet;
Thence South 19°50'01" West, a distance of 110.00 feet;
Thence South 70°09'59" West, a distance of 63.05 feet;
Thence South 12°25'26" West, a distance of 68.60 feet;
Thence North 75°42'17" East, a distance of 113.53 feet;
Thence North 68°41'07" East, a distance of 195.65 feet;
Thence North 19°40'10" East, a distance of 75.62 feet;
Thence North 70°33'21" West, a distance of 102.22 feet;
Thence North 19°26'39" East, a distance of 63.70 feet;
Thence North 70°33'21" West, a distance of 61.45 feet;
Thence North 19°26'39" East, a distance of 233.64 feet;
Thence North 70°08'56" West, a distance of 1252.76 feet;
Thence South 61°34'20" West, a distance of 28.80 feet;
Thence South 70°08'56" East, a distance of 543.78 feet;
Thence South 20°01'48" West, a distance of 226.20 feet;
Thence South 69°58'12" East, a distance of 7.30 feet;

(continued on sheet 2)
EXHIBIT "B"

LEGAL DESCRIPTION

(continued from sheet 1)

Thence South 20°00'35" West, a distance of 226.17 feet;
Thence North 69°58'23" West, a distance of 52.31 feet;
Thence South 20°04'52" West, a distance of 108.26 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears South 47°14'43" West, having a radius of 23.90 feet; thence Southwesterly along the arc of said curve through a central angle of 47°48'12", a distance of 19.94 feet;
Thence South 71°08'49" West, a distance of 17.27 feet;
Thence North 70°32'38" West, a distance of 6.43 feet;
Thence South 20°03'36" West, a distance of 498.09 feet;
Thence South 53°12'11" West, a distance of 39.46 feet;
Thence South 48°07'30" West, a distance of 491.33 feet;
Thence South 41°39'07" East, a distance of 108.05 feet;
North 47°58'59" East, a distance of 246.47 feet to the Point of Beginning.

LESS AND EXCEPT

Parcel C

A parcel of land lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of said Section 10, a distance of 2669.52 feet to the South quarter corner of said Section 10; thence departing said South line, North 00°18'31" East, along the North-South quarter-section line of said Section 10, a distance of 1205.56 feet; Thence, departing said quarter-section line, South 89°41'29" East, a distance of 290.36 feet to the Point of Beginning;
Thence North 19°56'02" East, a distance of 333.64 feet;
Thence South 70°05'04" East, a distance of 205.03 feet;
Thence South 19°52'06" West, a distance of 333.64 feet;
Thence North 70°04'59" West. A distance of 205.42 feet to the Point Of Beginning.

Said parcel containing 17.97 acres, more or less.
EXHIBIT "B"

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE WITHAM AIRPORT JURISDICTIONAL BOUNDARY SURVEY PERFORMED BY GCY, INC., JOB NUMBER 11-1018-08, DATED OCTOBER 10, 2012; AND DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:

A) PROVIDED IN ITS ENTIRETY CONSISTING OF 6 SHEETS, WITH SHEETS 4, 5 AND 6 BEING THE SKETCH OF DESCRIPTION.

B) REPRODUCTION OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

3. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, HAVING A Bearing OF SOUTH 89°53'48" EAST.

CERTIFICATION

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

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. THE SKETCH AND DESCRIPTION IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

DATE OF SIGNATURE

PETER ANDERSEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5199

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

12/03/14 J.A.S.

1 ADDITIONAL EXCEPT PARCEL C

FILE & DRAWING NO.: 14-1034-01

DRAWN BY: J.A.S.

CHECKED: P.A.

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TRIUMPH AEROSTRUCTURES WITHAM FIELD LEASE EX B_SKL
EXHIBIT "B"

PARCEL A
PROPOSED TRIUMPH
NEW LEASE AREA

SCALE: 1"=200'

LEGEND
D = DELTA (CENTRAL ANGLE)
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING

NOTE:
This drawing does not represent a boundary survey and is based on the Witham Airport Jurisdictional Boundary Survey performed by GCY, Inc., Job Number 11-1018-08, dated October 10, 2012.
EXHIBIT "B"

SCALE: 1"=100'

NOTE:
This drawing does not represent a boundary survey and is based on the Witham Airport Jurisdictional Boundary Survey performed by GCY, Inc., Job Number 11-1018-08, dated October 10, 2012.