

**CONSENT TO THIRD LEASEHOLD MORTGAGE MODIFICATION
AGREEMENT AND RECEIPT FOR FUTURE ADVANCE**

This Consent to Third Leasehold Mortgage Modification Agreement and Receipt for Future Advance ("Consent Agreement") is executed by Broward County, a political subdivision of the State of Florida ("County"), Diversified Aviation NP, LLC, a Florida limited liability company ("Lessee"), and Valley National Bank, a national banking association ("Mortgagee") (County, Lessee, and Mortgagee are collectively referred to as the "Parties" or individually as a "Party").

RECITALS

A. County and Lessee entered into an Agreement of Lease dated May 24, 2011, with respect to certain Premises at North Perry Airport, which was amended by a First Amendment, dated May 17, 2012; a Second Amendment, dated December 18, 2015; and a Third Amendment, dated June 13, 2017, and a Fourth Amendment to be entered into as of the date of approval of this Consent to Third Leasehold Mortgage Modification Agreement and Receipt of Future Advance (collectively, as amended, the "Lease"), pursuant to which County leased to Lessee real property located in Broward County, more particularly described in **Exhibit A** ("Premises").

B. Lessee has requested that County consent to the Third Leasehold Mortgage Modification Agreement and Receipt for Future Advance ("Third Leasehold Mortgage Modification"), in substantially the form attached hereto as **Exhibit B**, which Third Leasehold Mortgage Modification secures principal indebtedness in a total amount of Ten Million Seven Hundred Twenty-five Thousand Dollars (\$10,725,000).

C. County is unwilling to consent to the Third Leasehold Mortgage Modification unless this Consent Agreement is also executed by Lessee and Mortgagee.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used in this Consent Agreement and not otherwise defined in this Consent Agreement shall have the meaning given to such terms in the Lease. To the extent a capitalized term is not defined in this Consent Agreement or the Lease, such term shall have the meaning assigned to it in the Third Leasehold Mortgage Modification. In the event of a conflict of a defined term, the definition contained within the Lease shall control.

2. County expressly consents to the Third Leasehold Mortgage Modification by Lessee in favor of Leasehold Mortgagee, which prior consent is required by the Lease. This consent shall not obligate County to any affirmative obligations that may be set forth by the terms of the Third Leasehold Mortgage Modification, the note, or any other documents executed in connection therewith (collectively, the "Loan Documents").

3. In giving its consent to Lessee to enter into a Third Leasehold Mortgage Modification, County does not in any manner adopt, accept, or approve any of the terms or conditions of the Loan Documents. This consent shall not operate or be construed as a waiver of any term, condition, right, or remedy of County under the Lease.

4. County and Lessee agree not to amend the Lease in any material respect without Mortgagee's written consent. Lessee and Mortgagee agree not to amend the Third Leasehold Mortgage Modification without the prior written consent of County and that there shall be no future advances, additional notes, or additional loans without the prior written consent of County. Furthermore, Lessee represents and agrees that the loan proceeds shall only be used in connection with the construction of improvements to the Premises.

5. County shall, upon serving Lessee with a copy of any written notice of default under the terms of said Lease, simultaneously serve a copy of such notice upon Mortgagee, at the last known address provided in writing to County. Said notice shall specify the nature of the default. Mortgagee shall thereafter have fifteen (15) days from the date of said notice, or such longer period as may be provided in accordance with the terms and provisions of the Lease, to remedy, or cause to be remedied, the default of said Lease. County shall accept such performance by or on behalf of Mortgagee as if the Lessee had done the same. County agrees that with respect to a non-monetary default, provided Mortgagee is diligently pursuing the cure of said non-monetary default in good faith, the period of time for compliance and cure of said non-monetary default shall be reasonably extended as necessary to permit completion by Mortgagee of the cure of said non-monetary default.

6. In the event Mortgagee shall become the lessee of the Lease as a result of default by Lessee or its successors, and Mortgagee desires to transfer Mortgagee's interest in the Lease to any individual, corporation, or entity capable of operating the improvements constructed or to be constructed pursuant to the terms of the Lease, Mortgagee must first obtain the written consent of County, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, in the event the Leasehold Mortgage is successfully foreclosed upon by the Mortgagee, County consent shall not be required for the assignment of the Lease to Mortgagee.

7. Lessee hereby certifies, represents, and agrees that Lessee has not received any written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises or its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.

8. County's consent to the Third Leasehold Mortgage Modification given in this document is contingent upon compliance with all of the provisions of this Consent Agreement. Despite any provision that is or may appear to be to the contrary, the Third Leasehold Mortgage Modification shall not, under any circumstances, be construed to provide the Mortgagee, or any successors or assigns, with any of the following:

- (i) any lien upon the fee simple interest in the Premises, or any lien upon any ownership interest of County in and to any improvements located on the Premises, or any lien upon County's interest as lessor under the Lease, which interests are and shall at all times be vested in County;
- (ii) any lien or security interest upon any monies that are payable to County, as lessor under the Lease, including without limitation rent payments, County's portion of the proceeds of any condemnation award, the proceeds of any insurance payable to County pursuant to the Lease, and all other monies that may be payable to County pursuant to the Lease. Any amounts owed by Lessee shall be paid directly to County as and when payable and such monies shall never be paid to the Leasehold Mortgagee;
- (iii) any subordination of the fee simple interest of County in and to the real property described in **Exhibit A**; or
- (iv) any right to make any future advances to Lessee under the Third Leasehold Mortgage Modification without obtaining the prior written consent of County.

9. County's consent to the Third Leasehold Mortgage Modification given in this document shall not approve, grant, or create any greater rights or interests to the leasehold other than those granted in the Lease.

10. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Consent Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements.

11. Lessee further agrees that any default of any provision of this Consent Agreement by Lessee shall constitute a default under the Lease. Nothing contained herein shall modify any of the terms and conditions contained in the Lease.

12. In order for a notice to a Party to be effective under this Consent Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set

forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

with a copy to:

Director of Aviation
Aviation Department
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email: mgale@broward.org

FOR MORTGAGEE:

Valley National Bank
Attention: Chauncey Byrd, Post Closing Clerk
1700 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, Florida 33401
Email: cbyrd@valley.com

FOR LESSEE:

Diversified Aviation NP, LLC
Attention: Managing Member
600 West Hillsboro Blvd., Suite 202
Deerfield Beach, Florida 33441
Email: cary@diversifiedcos.com

13. This Consent Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Consent Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Consent Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONSENT AGREEMENT, LESSEE, MORTGAGEE, AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS**

CONSENT AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONSENT AGREEMENT AFTER WRITTEN NOTICE BY ANY OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY(S) IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

14. This Consent Agreement shall be binding on the Parties, their respective successors, legal representatives, and assigns; provided, however, that nothing contained herein shall be deemed to authorize any assignment of the Lease other than in strict compliance with the terms of the Lease. The Parties hereby represent to each other that they have full right, title, and authority to execute this Consent Agreement, including all necessary approvals and authorizations, and that the undersigned signatories have full power and authority to execute and deliver this Consent Agreement.

15. Other than the referenced Lease and Loan Documents, this Consent Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter and there is no other commitment, agreement, or understanding concerning the subject matter of this Consent Agreement that is not contained in this written document.

16. This Consent Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against any Party.

17. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Consent Agreement and executed by the Board, Lessee, and Leasehold Mortgagee, or others delegated authority or otherwise authorized to execute same on their behalf.

18. Any and all recital clauses and representation stated herein are true and correct and are incorporated in this Consent Agreement. The attached **Exhibit A** and **Exhibit B** are incorporated into and made a part of this Consent Agreement.

19. Anything herein contained to the contrary notwithstanding, this Consent Agreement shall terminate upon such time as the Third Leasehold Mortgage Modification is satisfied. Within sixty (60) days following the satisfaction of the Leasehold Mortgage, Lessee shall provide County with notice of such satisfaction and a copy of the recorded Satisfaction of Mortgage provided by Mortgagee to Lessee. A failure by Lessee to provide such notice and documentation to County shall be a default of the Lease.

20. This Consent Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Consent Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board on the ___ day of _____, 20__, and Diversified Aviation NP, LLC, signing by and through its _____, duly authorized to execute same, and Valley National Bank, signing by and through _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Digitally signed by Sharon
Thorsen
Date: 2020.10.22 16:05:48
-04'00'
Sharon Thorsen
By _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Diversified Consent to Third Leasehold Mortgage Modification
10-15-2020
80071.0041

**CONSENT TO THIRD LEASEHOLD MORTGAGE MODIFICATION
AGREEMENT AND RECEIPT FOR FUTURE ADVANCE**

LESSEE

DIVERSIFIED AVIATION NP, LLC

WITNESS:


Signature

Alan Goldberg
Print Name



Signature

Rebecca L. Goldberg
Print Name

By 

Authorized Signor

Cary Goldberg, Mgr.
Print Name and Title

20 day of October, 2020

ATTEST:


(CORPORATE SEAL)



CONSENT TO THIRD LEASEHOLD MORTGAGE MODIFICATION
AGREEMENT AND RECEIPT FOR FUTURE ADVANCE

MORTGAGEE

VALLEY NATIONAL BANK

WITNESS:

Signature

Print Name

Signature

Print Name

ATTEST:

(CORPORATE SEAL)

By

Authorized Signor

Print Name and Title

22 day of October, 2020

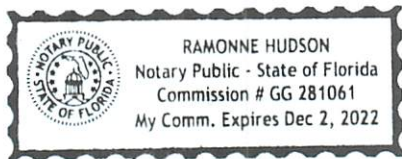


EXHIBIT A SURVEY AND LEGAL DESCRIPTION

4341 S.W. 62nd Avenue Davie, Florida 33314	STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS <i>Florida Licensed Survey and Mapping Business No. 6839</i>	Tel. (954) 585-0997 Fax (954) 585-3927
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RECORDING AREA

**SKETCH AND LEGAL DESCRIPTION OF:
(PHASE 1)
PARCEL "A"
A PORTION OF TRACT "A", NORTH PERRY AIRPORT
(P.B. 113, PG. 30, B.G.R.)
BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;
- THENCE N.88°50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.1/4), A DISTANCE OF 1612.29 FEET;
- THENCE N.00°01'03"W., A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH AND PARALLEL WITH THE SAID SOUTH LINE, SAID POINT BEING THE POINT OF BEGINNING;
- THENCE CONTINUE N.00°01'03"W., A DISTANCE OF 654.95 FEET;
- THENCE S.89°36'12"E., A DISTANCE OF 226.45 FEET;
- THENCE S.00°00'00"E., A DISTANCE OF 601.02 FEET;
- THENCE S.90°00'00"E., A DISTANCE OF 130.90 FEET;
- THENCE S.00°00'00"E., A DISTANCE OF 55.68 FEET;
- THENCE S.88°50'18"W., A DISTANCE OF 335.00 FEET;
- THENCE N.01°09'42"W., A DISTANCE OF 10.00 FEET;
- THENCE S.88°50'18"W., A DISTANCE OF 6.95 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA; CONTAINING 3.6 ACRES OR 157,132 SQUARE FEET MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.88°50'18"E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

Richard G. Crawford, Jr.

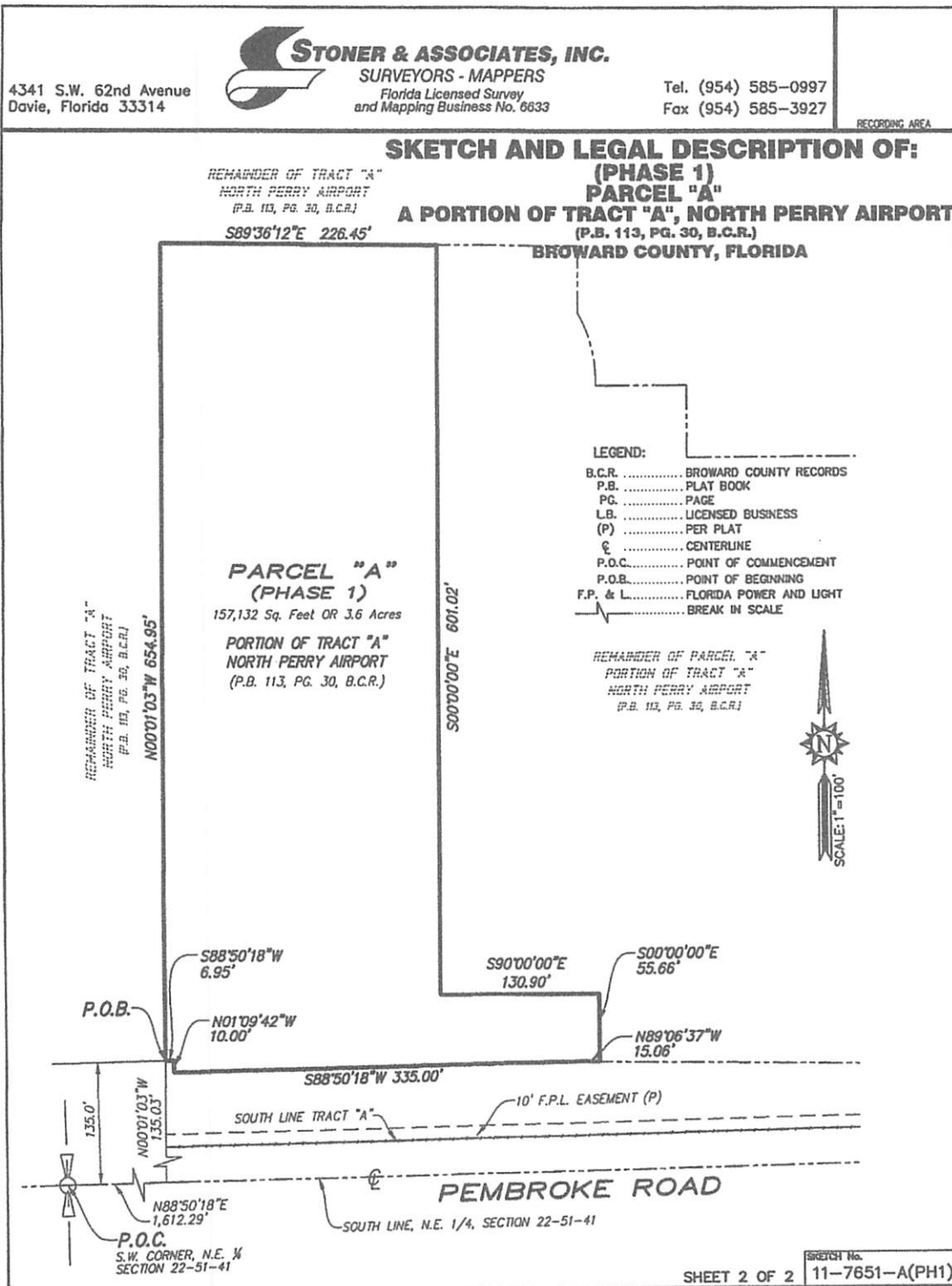
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DATE OF SKETCH 10/8/11	DRAWN BY DRL	CHECKED BY RDC	FIELD BOOK N/A
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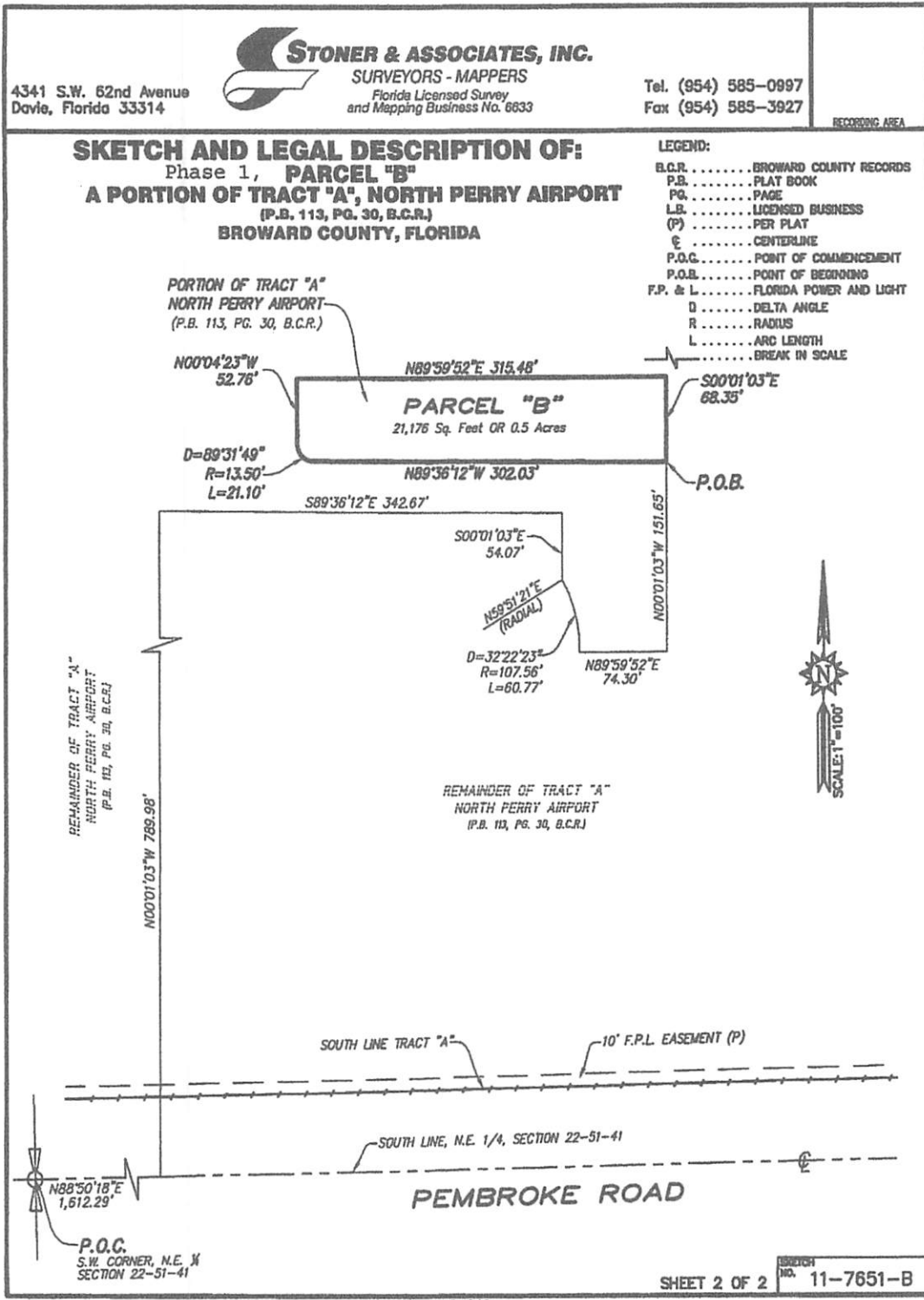



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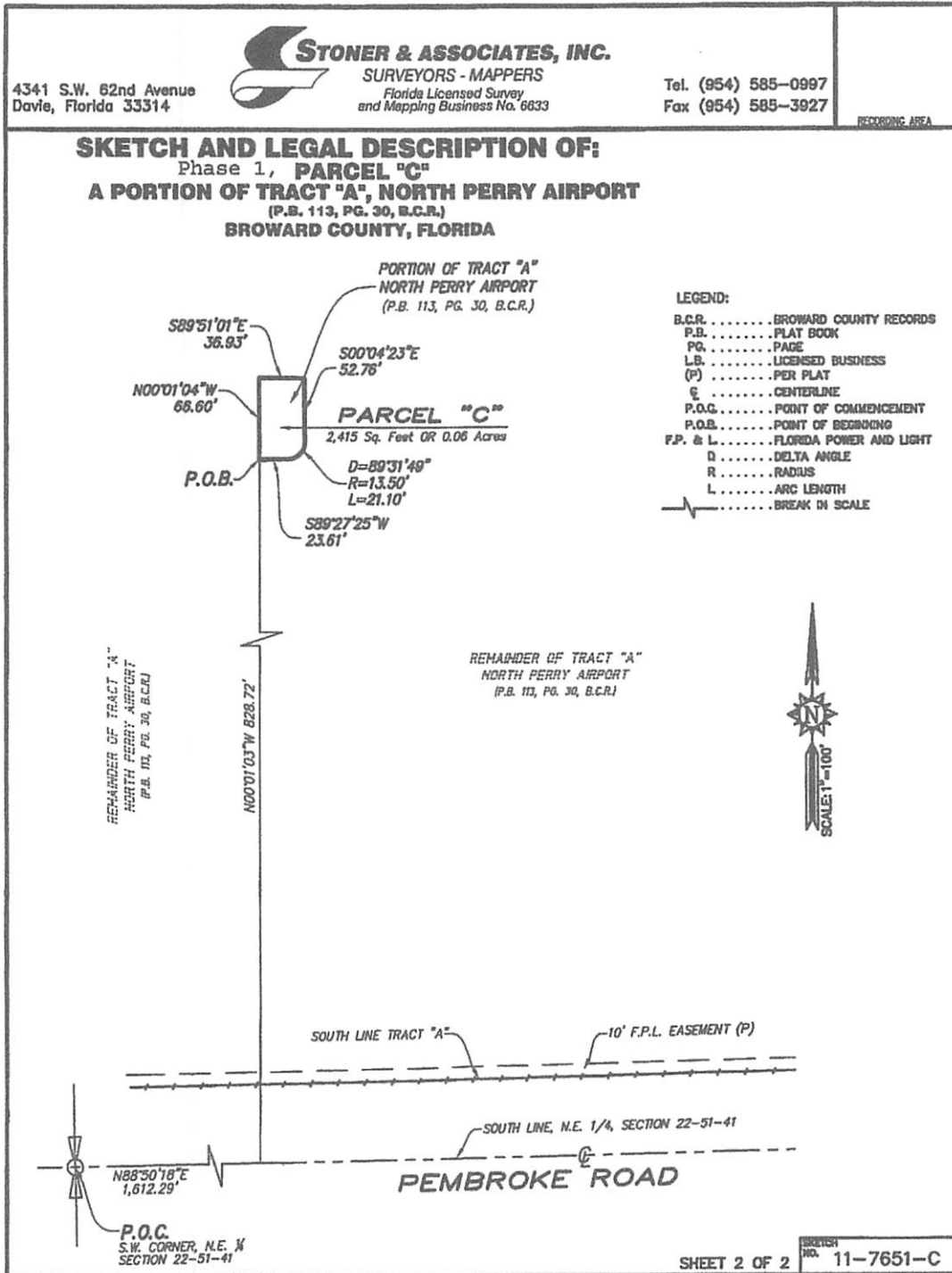
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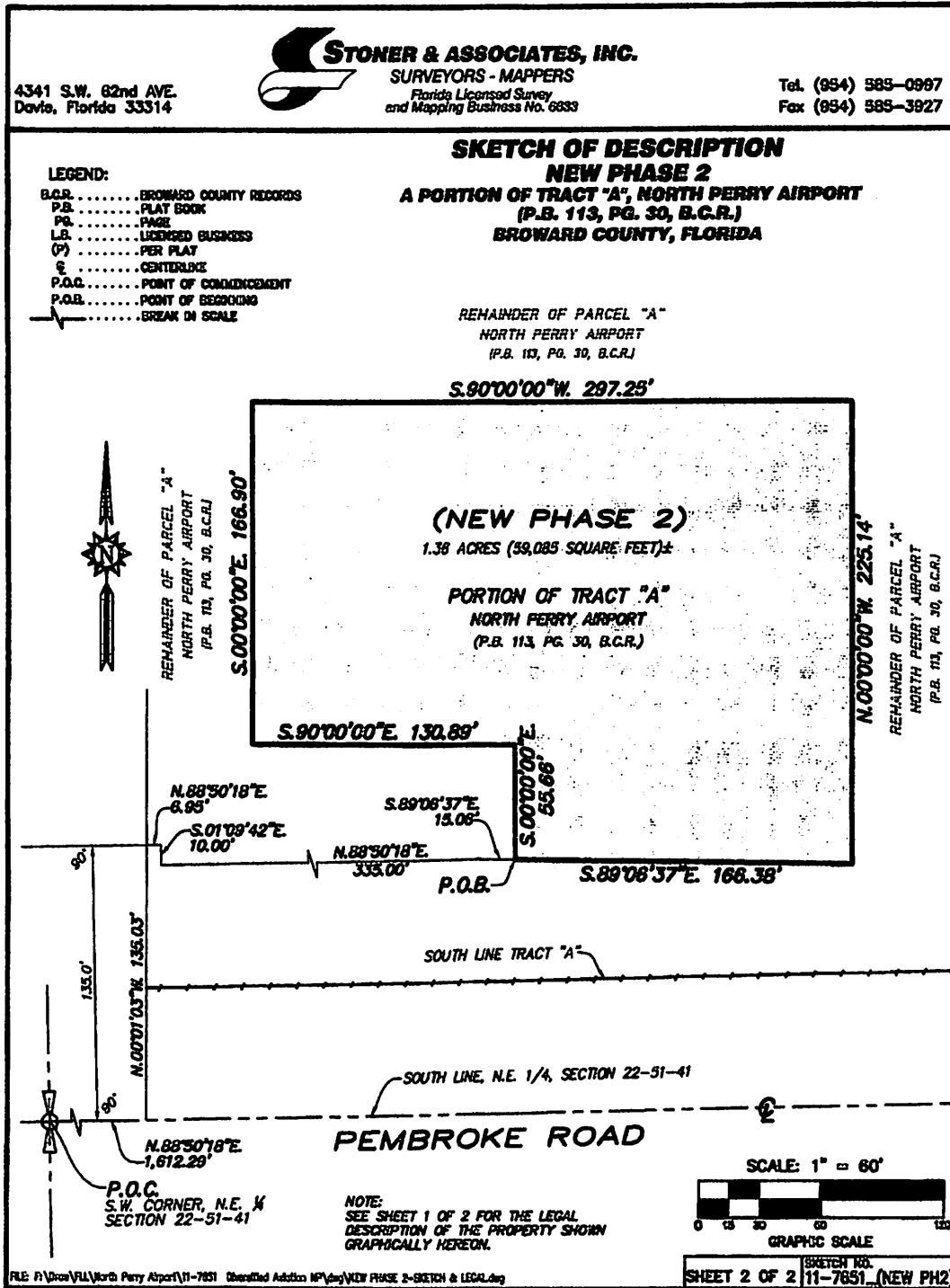
<p>4341 S.W. 62nd Avenue Davie, Florida 33314</p>	 <p>STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS Florida Licensed Survey and Mapping Business No. 6839</p>	<p>Tel. (954) 585-0997 Fax (954) 585-3927</p>	<p>RECORDING AREA</p>																				
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<p>NOTES:</p> <ol style="list-style-type: none"> 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD. 2. THIS SKETCH IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3. THE BEARINGS SHOWN HEREON ARE BASED ON N.88°50'18"E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST. 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY). 5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC. 																							
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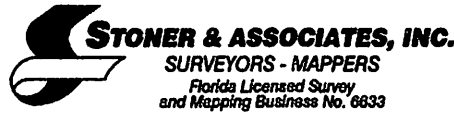
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		<p>SHEET 1 OF 2</p>																



<p>4341 S.W. 82nd Avenue Davie, Florida 33314</p>	 <p>STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS Florida Licensed Survey and Mapping Business No. 6333</p>	<p>Tel. (954) 585-0997 Fax (954) 585-3927</p>								
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		<p>SHEET 1 OF 2</p>								



4341 S.W. 62nd Avenue
Dovie, Florida 33314



Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
NEW PHASE 2A
NORTH PERRY AIRPORT,
PEMBROKE PINE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;
THENCE N.88°50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.1/4), A DISTANCE OF 1,812.29 FEET;
THENCE N.00°01'03"W, A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE;
THENCE N.88°50'18"E., A DISTANCE OF 6.95 FEET;
THENCE S.01°09'42"E., A DISTANCE OF 10.00 FEET;
THENCE N.88°50'18"E., A DISTANCE OF 219.14 FEET;
THENCE N.00°00'00"W, A DISTANCE OF 224.67 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N.00°00'00"W. A DISTANCE OF 434.12 FEET;
THENCE S.89°36'12"E. A DISTANCE OF 116.22 FEET;
THENCE S.00°01'03"E. A DISTANCE OF 54.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.69°51'21"W;
THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°22'23" AND A RADIUS OF 107.58 FEET FOR AN ARC DISTANCE OF 60.77 FEET TO A POINT ON A NON-TANGENT LINE;
THENCE N.89°59'52"E. A DISTANCE OF 74.30 FEET;
THENCE S.00°01'03"E. A DISTANCE OF 57.92 FEET;
THENCE N.89°58'57"E. A DISTANCE OF 92.24 FEET;
THENCE S.00°00'00"E. A DISTANCE OF 263.16 FEET;
THENCE N.90°00'00"W. A DISTANCE OF 297.25 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 2.38 ACRES (103,760 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

RICHARD G. CRAWFORD, JR.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

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DATE OF SKETCH	DRAWN BY	CHECKED BY	FIELD BOOK
6/24/2020	DRL	RGC	N/A

SEAL
NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
11-7651 (NEW PH2A)

4341 S.W. 62nd AVE.
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
NEW PHASE 2A
NORTH PERRY AIRPORT,
PEMBROKE PINE, BROWARD COUNTY, FLORIDA

- LEGEND:**
- B.C.R. BROWARD COUNTY RECORDS
 - P.B. PLAT BOOK
 - PG. PAGE
 - L.B. LICENSED BUSINESS
 - ☉ CENTERLINE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - |— BREAK IN SCALE

NOTE:
SEE SHEET 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

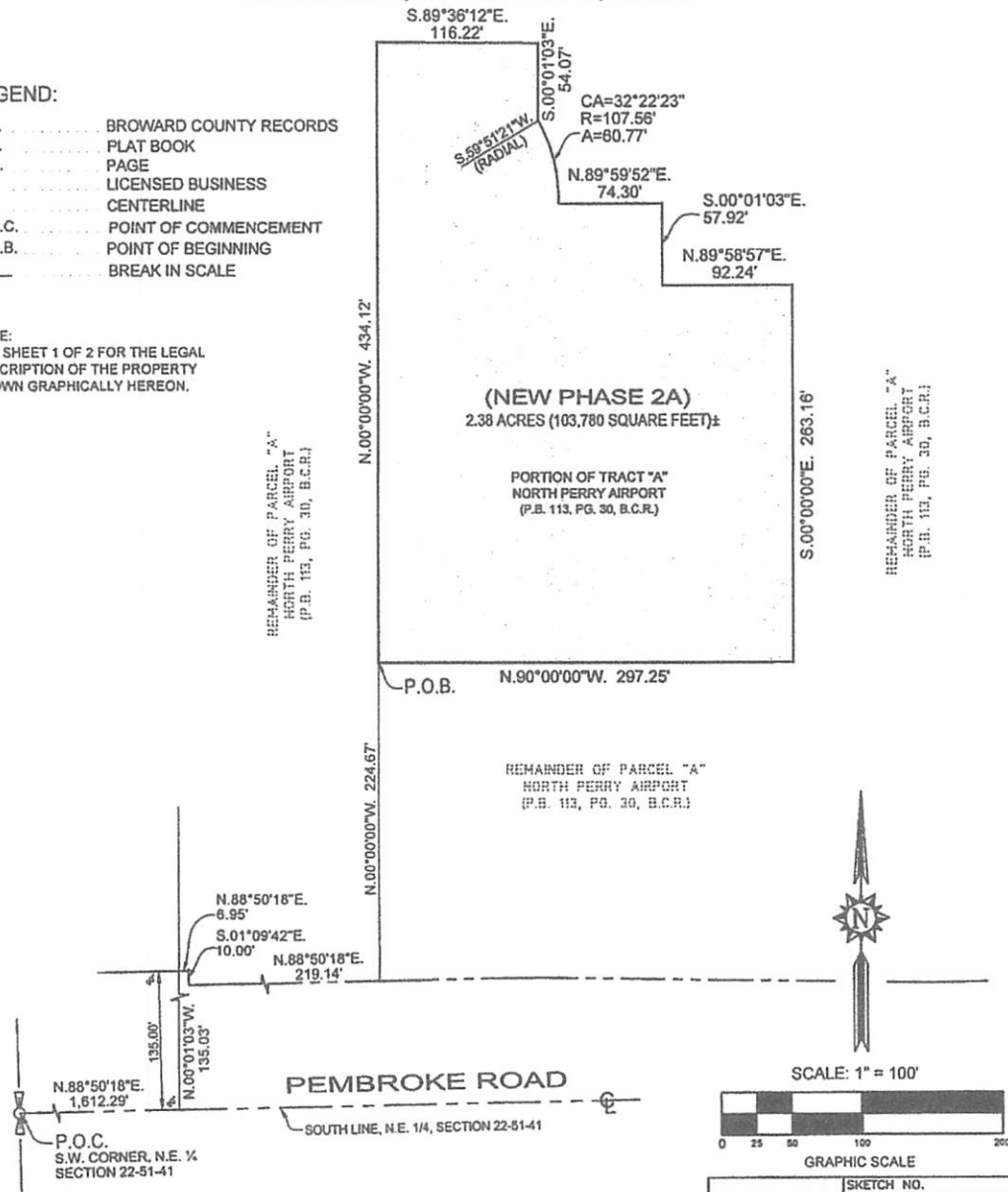


EXHIBIT B - THIRD LEASEHOLD MORTGAGE MODIFICATION AGREEMENT

PREPARED BY:
PHILIP J. MORGAN, ESQ.
Brinkley Morgan
100 Southeast 3rd Ave., 23rd Floor
Fort Lauderdale, FL 33394

**THIRD LEASEHOLD MORTGAGE MODIFICATION AGREEMENT AND RECEIPT
FOR FUTURE ADVANCE**

THIS AGREEMENT AMENDS THAT CERTAIN LEASEHOLD MORTGAGE DEED RECORDED ON OCTOBER 17, 2013 IN OFFICIAL RECORDS BOOK 50262, PAGE 971 (THE "ORIGINAL MORTGAGE") OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (THE "PUBLIC RECORDS"), AS AMENDED BY THAT CERTAIN AMENDED AND RESTATED LEASEHOLD MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT RECORDED ON MARCH 5, 2014 IN OFFICIAL RECORDS BOOK 50595, PAGE 1282 OF THE PUBLIC RECORDS (THE "FIRST AMENDED MORTGAGE"), AS FURTHER AMENDED BY THAT CERTAIN AMENDED AND RESTATED LEASEHOLD MORTGAGE MODIFICATION AND SPREADER AGREEMENT RECORDED ON JULY 1, 2016 UNDER INSTRUMENT NO. 113789984 OF THE PUBLIC RECORDS ("FIRST MORTGAGE MODIFICATION"), AS FURTHER AMENDED AND RESTATED BY THAT CERTAIN SECOND LEASEHOLD MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE RECORDED ON JUNE 19, 2017 UNDER INSTRUMENT NO. 114451696 OF THE PUBLIC RECORDS (THE "SECOND MORTGAGE MODIFICATION"), AS RE-RECORDED ON JUNE 20, 2017 UNDER INSTRUMENT NO. 114455367 OF THE PUBLIC RECORDS AND AS FURTHER RE-RECORDED ON MARCH 22, 2018 UNDER INSTRUMENT NO. 114965538 OF THE PUBLIC RECORDS. DOCUMENTARY STAMPS IN THE AMOUNT OF \$3.50 AND INTANGIBLE TAX IN THE AMOUNT OF \$2.00 WERE PAID ON THE ORIGINAL MORTGAGE. DOCUMENTARY STAMPS IN THE AMOUNT OF \$25,524.10 AND INTANGIBLE TAX IN THE AMOUNT OF \$14,585.10 WERE PAID ON THE FIRST AMENDED MORTGAGE, BASED ON THE FUTURE ADVANCE AMOUNT OF \$7,292,539.00. DOCUMENTARY STAMPS IN THE AMOUNT OF \$4,594.45 AND INTANGIBLE TAX IN THE AMOUNT OF \$2,625.40 WERE PAID ON THE MORTGAGE MODIFICATION, BASED ON THE FUTURE ADVANCE AMOUNT OF \$1,312,693.76. DOCUMENTARY STAMPS IN THE AMOUNT OF \$14,700 AND INTANGIBLE TAX IN THE AMOUNT OF \$8,400.00 ARE BEING PAID AND ATTACHED TO THIS AGREEMENT.

THIS THIRD LEASEHOLD MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE (this Agreement) dated as _____, 2020, by and among **DIVERSIFIED AVIATION NP, LLC**, a Florida limited liability company, whose address is 600 W. Hillsboro Blvd., Suite 202, Deerfield Beach, FL 33441 (hereinafter referred to as "Mortgagor" or "Borrower"), **ALAN J. GOLDBERG**, whose address is 600 W. Hillsboro Blvd., Suite 202, Deerfield Beach, FL 33441 ("Guarantor"), and **VALLEY NATIONAL BANK**, a National Banking Association, whose address is 1700 Palm Beach Lakes Blvd., Suite 1000, West Palm Beach, FL (hereinafter referred to as "Lender" or "Mortgagee").

RECITALS:

A. Mortgagor has heretofore executed in favor of Alan J. Goldberg that certain Promissory Note dated October 11, 2013 in the original principal sum of \$1,000.00 (the "Original Note") secured by a Leasehold Mortgage Deed dated October 11, 2013, recorded on October 17, 2013 in Official Records Book 50262, Page 971 of the Public Records of Broward County, Florida (the "Public Records") (the "Original Mortgage"). The Original Note and the Original Mortgage was subsequently assigned to Branch Banking and Trust Company ("BB&T") by that certain Assignment of Note, Mortgage and Other Loan Documents dated March 3, 2014, recorded on March 5, 2014 in Official Records Book 50595, Page 1278 of the Public Records (the "BB&T Assignment"). Mortgagor executed in favor of BB&T that certain Amended and Restated Promissory Note dated March 3, 2014 in the original principal amount of \$7,293,539.00 (the "First Amended Note"), as secured by that certain Amended and Restated Leasehold Mortgage, Assignment, and Security Agreement dated March 3, 2014, recorded on March 5, 2014 in Official Records Book 50595, Page 1282 of the Public Records (the "First Amended Mortgage"). Mortgagor executed in favor of BB&T that certain Amended and Restated Promissory Note dated July 1, 2016 in the original principal sum of \$5,688,858.00 (the "Second Amended Note"), as secured by that certain Amended and Restated Leasehold Mortgage Modification and Spreader Agreement dated July 1, 2016, recorded on July 1, 2016 under Instrument No. 113789984 of the Public Records (the "First Mortgage Modification"). The Original Note, the Original Mortgage, the BB&T Assignment, the First Amended Note, the First Amended Mortgage, the Second Amended Note, the Mortgage Modification and any other loan documents referred to in the Original Mortgage, or securing the Original Note, are herein collectively referred to as "BB&T Loan Documents". The BB&T Loan Documents were assigned to Lender by that certain Assignment of Note and Mortgage recorded on June 19, 2017 under Instrument No. 114451621 of the Public Records (the "Valley Assignment"). Mortgagor executed in favor of Lender that certain Third Amended and Restated Promissory Note dated June 15, 2017 in the original principal amount of \$6,525,000.00 (the "Third Amended Note"), as secured by that certain Second Leasehold Mortgage Modification Agreement and Receipt for Future Advance recorded on June 19, 2017 under Instrument No. 114451696 of the Public Records (the "Second Mortgage Modification"), as re-recorded on June 20, 2017 under Instrument No. 114455367 of the Public Records and as further re-recorded on March 22, 2018 under Instrument No. 114965538 of the Public Records (collectively, the "Re-Recorded Second Modification"). The Original Mortgage, the First Amended Mortgage, the First Mortgage Modification and the Second Mortgage Modification are collectively hereinafter referred to as the "Mortgage". Mortgagor executed in

favor of Lender that certain Collateral Assignment of Leases, Rents and Income dated June 15, 2017, recorded on June 19, 2017 under Instrument No. 114451697 of the Public Records, as re-recorded on June 20, 2017 under Instrument No. 114455368 of the Public Records (the "Collateral Assignment").

B. All of the documents, agreement and instruments referred to in the foregoing Recitals, including without limitation, the BB&T Loan Documents, the Valley Assignment, the Third Amended Note, the Second Mortgage Modification, the Re-Recorded Second Modification, the Collateral Assignment and any other loan documents referred to in the Mortgage, or securing the Original Note, are herein collectively referred to as "Loan Documents".

WHEREAS, Mortgagor further requests Lender to make an additional loan to Mortgagor in the sum of \$4,200,000.00 to finance the construction costs of Phase IIa of the Mortgaged Property (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, the Lender and Mortgagor agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Titleholders. Mortgagor represents that it is the owner of a leasehold estate to the property more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Mortgaged Property") and that the Mortgage constitutes a first lien on Mortgagor's leasehold interest in the Mortgaged Property.

3. Modification and Ratification. The terms of the Loan Documents are amended and modified as follows:

A. The legal description of the Mortgaged Property is hereby amended to be the Mortgaged Property described on Exhibit "A" attached hereto and incorporated herein.

B. Lender has agreed to loan to Borrower an additional principal sum of \$4,200,000.00, which sum is included in and evidenced by that certain Promissory Note dated of even date herewith (the "Construction Note"). The principal amount of the Construction Note shall be advanced pursuant to the terms of the Construction Loan Agreement dated even date herewith (the "Construction Loan Agreement").

C. The Construction Note shall be secured by the Mortgage, Collateral Assignment and the other Loan Documents.

D. Guarantor has executed a Guaranty Agreement of even date herewith (the "Construction Guaranty") securing repayment of the Construction Note.

E. The terms of the Loan Documents are hereby modified so as to provide that repayment of the indebtedness due to Mortgagee shall include all sums due under the Construction Note and the Third Amended Note and is secured by the Loan Documents.

F. The Maturity Date under the Mortgage is modified to be October 1, 2046 which is the Maturity Date of the Construction Note.

G. Section 1 of the Mortgage is hereby modified to add a new subsection (m) as follows:

“(m) Hedge Collateral. All the right, title and interest of the Borrower in (i) any Hedge Agreement; (ii) any and all monies payable to Mortgagor by a swap provider from time to time pursuant to the Hedge Agreement (each, a “Swap Payment” and collectively, “Swap Payments”); (iii) all rights of the Mortgagor under any of the foregoing, including, without limitation, all rights of Mortgagor to the Swap Payments, contract rights and general intangibles now existing or hereafter arising with respect to any or all of the foregoing; (iv) all rights, liens and security interests or guarantees now existing or hereafter granted by any person to secure or guaranty payment of the Swap Payments due pursuant to the Swap Agreement; (v) all extensions, renewals and replacements of the foregoing; and (vi) all cash and non-cash proceeds and products of any of the foregoing, including, without limitation, interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of the other Hedge Collateral.”

H. The definition of Collateral in the Mortgage is hereby modified to include the Hedge Collateral.

I. Section 20 of the Mortgage is hereby modified to add a new subsection (r) as follows:

“(r) Hedge Default. An event of default or termination event under any Hedge Agreement”

J. Except as herein modified and amended, the terms and conditions of the Loan Documents and all of the documents executed with respect to the foregoing are hereby ratified and affirmed and shall remain in full force and effect.

4. Guarantor. That Guarantor has consented to the terms herein and have executed and delivered that certain Construction Guaranty Agreement to Lender dated even date herewith. Guarantor further acknowledges that his Limited Continuing Guaranty Agreement in favor of Lender dated June 15, 2017 remains in full force and effect.

5. Additional Documentary Stamps. Documentary stamps on the Non-Revolving Note in the amount of \$14,700.00 shall be paid and affixed to this Agreement. That in the event

any additional documentary stamps are required to be purchased and affixed to this Agreement or the debt instrument, or any additional intangible tax is required to be paid in connection with any mortgage document or this Agreement, then Borrower hereby agrees to purchase such stamps or pay such tax. Borrower hereby agrees to indemnify Lender against payment of such stamps or tax or any costs arising out of or in connection therewith.

6. **No Novation.** It is the intent of the parties that this instrument shall not constitute a novation, and shall in no way adversely affect the priority of the lien or security interest of the Loan Documents referred to in the recitals of this Agreement. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction to cause any claims which would otherwise be subordinate to the lien of security interest of the Lender to become superior as to any part of the collateral, then this Agreement or such portion hereof as shall be so construed to cause a loss of priority of the Lender's lien or security interest, shall be void and of no force and effect as to such interest, claim or lien of a third party. As to such third party or third parties, the terms of the Loan Documents so modified by this Agreement shall be reinstated and shall then be enforced pursuant to the terms contained in the Loan Documents as to such third party or third parties; provided, however, that notwithstanding the foregoing the parties hereto as between themselves shall be bound by all of the terms and conditions hereof until all the indebtedness evidenced by any of the Loan Documents has been satisfied in full.

7. **Further Representations.** That Mortgagor further represents that there are no counterclaims, defenses or setoffs which may be asserted with respect to the Original Note, the First Amended Note, the Second Amended Note, the Original Mortgage, the First Amended Mortgage, the Mortgage Modification and other Loan Documents referred to herein, and all representations and warranties made by Mortgagor in such documents remain true and correct as of this date.

8. **Waiver of Trial by Jury.** MORTGAGOR, GUARANTORS AND LENDER HEREBY WAIVE TRIAL BY A JURY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER OR RELATING HERETO AND MORTGAGOR CONSENTS TO EXCLUSIVE JURISDICTION AND VENUE FOR ANY ACTION, SUIT, OR OTHER LEGAL PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT IN THE APPROPRIATE COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PREMISES IS LOCATED.

9. **Entire Agreement.** This Agreement constitutes the entire complete Agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same Agreement.

11. **Commitment Letter.** Mortgagor agrees that it will fully perform, comply with and abide by each and every one of the terms, covenants and agreements contained and set forth in the

certain Loan Commitment by and between the parties hereto, dated July 28, 2020, and any amendments thereto, relating to this Agreement, executed copies of which are in the possession of the Mortgagor and Lender. Any default under or breach by Mortgagor of said Loan Commitment or other Loan Documents shall, at the option of the Mortgagee, be an event of default under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MORTGAGOR:

DIVERSIFIED AVIATION NP, LLC, a Florida limited liability company

By: _____
Alan J. Goldberg, Manager

GUARANTOR:

ALAN J. GOLDBERG

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, _____ day of _____, 2020 by Alan J. Goldberg, individually and as the Manager of DIVERSIFIED AVIATION NP, LLC, a Florida limited liability company, on behalf of himself and company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary

My Commission Expires:

NOTARY SEAL

MORTGAGEE:

VALLEY NATIONAL BANK, a National Banking Association

By: _____
Jordan Simler, Senior Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, _____ day of _____, 2020 by Jordan Simler, as Senior Vice President of VALLEY NATIONAL BANK, a National Banking Association, on behalf of bank. He is personally known to me or has produced _____ as identification..

NOTARY PUBLIC

Printed Name of Notary

My Commission Expires:

NOTARY SEAL

EXHIBIT "A"

Leasehold Estate created by that certain unrecorded Lease dated May 24, 2011 executed by and between Broward County, a political subdivision of the State of Florida, lessor, to Diversified Aviation, NP, LLC, a Florida limited liability company, lessee, and as memorialized by that certain Memorandum of Lease dated February 28, 2014 and recorded March 5, 2014 in Official Records Book 50595, Page 1270, and as modified by Modification No. 1 recorded July 1, 2016 in Official Records Instrument No. 113789983, as further modified by Modification No. 2, recorded June 19, 2017 in Official Records Instrument No. 114451622 of the Public Records of Broward County, Florida, demising for the term of years the following property, to wit:

**PHASE 1
PARCEL "A"**

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88°50'18"E, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. ¼), A DISTANCE OF 1612.29 FEET;

THENCE N.00°01'03"W, A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH AND PARALLEL WITH THE SAID SOUTH LINE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUE N.00°01'03"W., A DISTANCE OF 654.95 FEET;

THENCE S.89°36'12"E., A DISTANCE OF 226.45 FEET;

THENCE S.00°00'00"E., A DISTANCE OF 601.02 FEET;

THENCE S.90°00'00"E., A DISTANCE OF 130.90 FEET;

THENCE S.00°00'00"E., A DISTANCE OF 55.66 FEET;

THENCE S.88°50'18"W., A DISTANCE OF 335.00 FEET;

THENCE N.01°09'42"W., A DISTANCE OF 10.00 FEET;

THENCE S.88°50'18"W., A DISTANCE OF 6.95 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88°50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. ¼), A DISTANCE OF 1,612.29 FEET;

THENCE N.00°01'03"W., A DISTANCE OF 789.98 FEET;

THENCE S.89°36'12"E., A DISTANCE OF 342.67 FEET;

THENCE S.00°01'03"E., A DISTANCE OF 54.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.59°51'21"E.;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 32°22'23" AND A RADIUS OF 107.56 FEET FOR AN ARC DISTANCE OF 60.77 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.89°59'52"E., A DISTANCE OF 74.30 FEET;

THENCE N.00°01'03"W., A DISTANCE OF 151.65 FEET TO THE POINT OF BEGINNING;

THENCE N.89°36'12"W., A DISTANCE OF 302.03 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°31'49" AND A RADIUS OF 13.50 FEET FOR AN ARC DISTANCE OF 21.10 FEET TO A POINT OF TANGENCY;

THENCE N.00°04'23"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 52.76 FEET;

THENCE N.89°59'52"E., A DISTANCE OF 315.48 FEET;

THENCE S.00°01'03"E., A DISTANCE OF 68.35 FEET TO THE POINT OF BEGINNING.

PARCEL "C"

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88°50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. ¼), A DISTANCE OF 1,612.29 FEET;

THENCE N.00°01'03"W., A DISTANCE OF 828.72 FEET; TO THE POINT OF BEGINNING;

THENCE CONTINUE N.00°01'03"W., A DISTANCE OF 66.60 FEET

THENCE S.89°51'01"E., A DISTANCE OF 36.93 FEET;

THENCE S.00°04'23"E., A DISTANCE OF 52.76 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°31'49" AND A RADIUS OF 13.50 FEET FOR AN ARC DISTANCE OF 21.10 FEET TO POINT OF TANGENCY;

THENCE S.89°27'25"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 23.61 FEET TO THE POINT OF BEGINNING.

NEW PHASE 2

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88°50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. ¼), A DISTANCE OF 1,612.29 FEET;

THENCE N.00°01'03"W., A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE;

THENCE N. 88°50'18"E., A DISTANCE OF 6.95 FEET;

THENCE S.01°09'42"E., A DISTANCE OF 10.00 FEET;

THENCE N.88°50'18"E., A DISTANCE OF 335.00 FEET;

THENCE S.89°06'37"W., A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE S.89°06'37"E., A DISTANCE OF 166.38 FEET'

THENCE N.00°00'00"W., A DISTANCE OF 225.14 FEET;

THENCE S.90°00'00"W., A DISTANCE OF 297.25 FEET;

THENCE S.00°00'00"E., A DISTANCE OF 166.90 FEET;

THENCE S.90°00'00"E., A DISTANCE OF 130.89 FEET;

THENCE S. 00°00'00"E., A DISTANCE OF 55.66 FEET TO THE POINT OF BEGINNING.

NEW PHASE 2A

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 22, TOWNSHIP SOUTH 51, RANGE 41 EAST;

THENCE N.88°50'18"E, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4), A DISTANCE OF 1,612.29 FEET;

THENCE N.00°01'03"W A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE;

THENCE N.88°50'18"E., A DISTANCE OF 6.95 FEET;

THENCE S.01°09'42"E., A DISTANCE OF 10.00 FEET;

THENCE N.88°50'18"E, A DISTANCE OF 219.14 FEET;

THENCE N.00°00'00"W., A DISTANCE OF 224.67 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.00°00'00"W. A DISTANCE OF 434.12 FEET;

THENCE S.89°36'12"E. A DISTANCE OF 116.22 FEET;

THENCE S.00°01'03"E. A DISTANCE OF 54.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.59°51'21"W;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°22'23" AND A RADIUS OF 107.56 FEET FOR AN ARC DISTANCE OF 60.77 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.89°59'52"E. A DISTANCE OF 74.30 FEET;

THENCE S.00°01'03"E. A DISTANCE OF 57.92 FEET;

THENCE N.89°58'57"E. A DISTANCE OF 92.24 FEET;

THENCE S.00°00'00"E. A DISTANCE OF 263.16 FEET;

THENCE N.90°00'00"W. A DISTANCE OF 297.25 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.