

**BINDING BID, EXECUTION COPY DATED JULY 5, 2012
CONFIDENTIAL**

SCHEDULE 1

LEGAL DESCRIPTION OF LMM AIRPORT FACILITY

PROPERTY NO.: 16374

PROPERTY INFORMATION

Urban: Parcel of land located in the “Cangrejos Arriba” and “Hato de Cangrejos” Wards of the Municipality of Carolina, consisting of 1,122.474973 “cuerdas” more or less, adjacent by the North, with state road 457, Rafael J. Hernandez, Smallwood Brothers, Nemesio Lopez, Fernando Fernandez Gonzalez, Doctor Jose A Sein, Leonardo Viera, Alfonso y Manuel Valencia, Harry A Denton, Alberto Biascochea, the Atlantic Ocean and Gonzalo Aponte; by the South, with Maria Feliciano Rosado, State Road #57, Estate of Joseph W. Borda y Manuel González; by the East, with land of the Commonwealth of Puerto Rico, Torrecillos Lagoon and Maria Feliciano Rosado; by the West, the Bulerines road and the Municipality of San Juan. The following buildings are located on this parcel: Edification 15th Inscription in favor of Caribbean Airport facilities: “Airport Facilities”: on the premises leased from the Puerto Rico Ports Authority, as per deed of Lease number two (2) of Lease, of February ten (10) nineteen hundred eighty nine (1989) before notary public Luis A. Archilla Diaz, and located at the Luis Muñoz Marín International Airport, as specifically described in said deed. Caribbean Airport Facilities Inc., has constructed a Hangar Office and Warehouse building with parking area and service ramp. The two entrances from the Airport Service Road connect to the parking area which bound the building along the North side and partly on the East and West sides. The ramp bounds the building on the South side and partly on the East and West sides. The parking area consist of an asphaltic concrete paved area of two hundred ten thousand nine hundred eighty square feet (210,980 sq. ft.) with capacity for 309 standard parking spaces, 13 parking spaces for handicapped and 126 parking spaces for trailers.

The service ramp consists of a Portland cement concrete paved area of three hundred forty nine thousand six hundred twenty five square feet (349,625 sq. ft.). Between the parking area and service ramp are two unpaved areas of three thousand one hundred twenty five square feet (3,125 sq. ft.) on the West side and five thousand square feet (5,000 sq. ft.) on the East side. The Hangar Office and Warehouse buildings consists (sic.) of a three level steel structure. The first floor contains to the South a hangar of thirty six thousand square feet, (36,000 sq. ft.) and Warehouse facilities of one hundred twenty two thousand three hundred square feet (122,300 sq. ft.). The second floor contains Office Space of seventy thousand nine hundred and ninety square feet (70,990 sq. ft.) and catering services spaces of thirty nine thousand two hundred square feet (39,200 sq. ft.). The Third floor contains Office Space of two thousand four hundred square feet (2,400 sq. ft.). The total area of the lot plus entrance no. 1 and no. 2 is seven hundred forty four thousand twenty one and seven thousand nine hundred forty three ten thousand square feet (744,021,7943 sq. ft.) equivalent to sixty nine thousand one hundred twenty one and eight thousand eight hundred sixty five ten thousand square meters (69,121.8865 sq. mts.) In turn equivalent to seventeen and five thousand eighth hundred sixty four “cuerdas” (17.5864 cdas).

Lease 17th Inscription in favor of the Puerto Rico Highway and Transportation Authority. Rural: Parcel A: Parcel of land located in the “Cangrejo Arriba” Ward, Municipality of Carolina y with a surface area of four point zero two (4.02) “cuerdas” adjacent by the North, with the main parcel of the Luis Muñoz Marín Airport (property no. 16374); by the South and East, with a parcel property of the Commonwealth of Puerto Rico (Property no. 2350) and by the West, with road PR-26. Lease and Edification 18th Inscription in favor of Aeroparque Corporation for recreational facilities and parking space and the right to operate a fast foods cafeteria and bar, on a parcel of land with the following description: lot for commercial use only (“Exclusive Premises”) with an area of twelve thousand two hundred thirty three point fifty (12,233.50) square feet, which is incorporated and made a part of a certain area assigned to Aeroparque Corporation by the Puerto Rico Ports Authority according to the Assignment Contract Number AP eighty-nine ninety four zero seventy-seven (AP89-90-(4)-077). Adjacent by the North, [with a parcel dedicated to] public use assigned to the Aeroparque Corporation by the Puerto Rico Ports Authority, [with a distance of] seventy two point zero three nine (72.0390) feet, by the South, with an area of public use assigned to Aeroparque Corporation by the Puerto Rico Ports Authority, [with a distance of] of seventy two point thirty twenty four (72.3024) feet, by the East, with an area of public use assigned to Aeroparque Corporation to the Puerto Rico Ports Authority, with a distance of one hundred sixty nine point thirty eight twelve (169.3812) feet, by the West, with an area of public use assigned to Aeroparque Corporation by the Puerto Rico Ports Authority, with a distance of one hundred sixty nine point sixty four thirty feet (169.6430). Lease 21st Inscription in favor of Caribbean Airport Facilities, Inc: Rural: Parcel of land located in the “Cangrejo Arriba” Ward of the Municipality of Carolina, Puerto Rico, consisting of two hundred eighty five thousand eight hundred ninety two point forty five square meters (285,892.45 m/c) equivalent to seventy two point seventy two eighty-eight (72.7388) “cuerdas”, adjacent by the Norte, with the Ports Authority; by the South, with the Baldorioty de Castro Avenue y and the Federal Aviation Administration; by the Este, with the access road to the Muñiz Airbase and the Federal Aviation Administration; by the West, with the Ports Authority and the Federal Aviation Administration. Lease and Edification 23rd Inscription in favor of Caribbean Facilities Group II Limited Partnership, S.E., over the Lot with the following description: Urban: the Puerto Rico Ports Authority gives and leases, the Lot with the following description: “Lot A: included in the survey drawing number KA-93-039, prepared by Kelly Alvarez Perez, located at “Cangrejo Arriba” Ward of the Municipality of Carolina, Puerto Rico, consisting of a total surface area of 222,205.6622 square feet equivalent to 20,642.9064 square meters; bounding by the North, in one alignment totaling 634.063 feet with land property of the Ports Authority; on the East, in three alignments totaling 471.756 feet with land property of the Ports Authority; on the South, in four alignments totaling 62423 feet with land property of the Ports Authority; on the West, in four alignments totaling 245.7211 feet with land property of the Ports Authority.” The previously described parcel shall be used to build a warehouse and office space, airplane hangars, two access roads, parking spaces, sidewalks and a structure with 108,000 square feet. Lease 24th Inscription in favor of the Puerto Rico Highway and Transportation Authority, over the following parcel: Urban: Parcel of land located in Cangrejo Arriba Ward of the Municipality of Carolina, property of the Puerto Rico Ports Authority, with a surface area of one point eight thousand six hundred ninety eight “cuerdas” (1.8698) equivalent to seven thousand three hundred forty eight point nine thousand six hundred forty three (7,348.9643) square meters, also equivalent to one point eight hundred sixteen (1.816) acres with boundaries: by the North, with property number sixteen thousand, three hundred seventy four (16,374); by the South, with State

Road number PR twenty six (PR-26); by the East, with the right of way of State Road number twenty six (PR-26); by the West, with the right of way of State Road number twenty six (PR-26). This parcel is needed for the construction of the ACT project, zero zero, two, six, five, zero (002650) parcel number (008-01). Lease and Edification 25th Inscription in favor of the Puerto Rico Highway and Transportation Authority, over the following parcel: Parcel of land located in “Cangrejo Arriba” Ward of the Municipality of Carolina, property of the Puerto Rico Authority, with a surface area of five point two thousand one hundred fifty eight (5.2158) “cuerdas”, equivalent to twenty thousand five hundred point two thousand two hundred thirty one (20,500.223) square meters, equivalent to five point zero sixty-six (5.066) acres and with boundaries: by the North, with main property; by the South, with State Road number twenty six (PR-26); by the East, with the main property; and by the West, in a point with the main property and with the right of way of State Road number twenty six (PR-26). The parcel named 008-02 for the construction of a temporary deviation in the project ACT-002650, Baldorioty de Castro Avenue, for a period of two years commencing on the date of the deed. Lease 26th Inscription. Parcel conserved for the preservation of natural resources – the Puerto Rico Ports Authority in agreement with the Corps of Engineers of the United States Department of Defense dedicated the following parcel to the preservation of natural resources (Conservation Easement Area) that is described in the following manner: Urban: Parcel of land located at the “Cangrejo Arriba” Ward of the Municipality of Carolina, Puerto Rico, property of the Puerto Rico Ports Authority, denominated as “Tract of Land, Plan and Details for Mangrove Mitigation of Survey Plan” prepared by surveyor Jose Santiago Diaz, with an area of one point five thousand four hundred and forty five ten thousandths of a “cuerda” (1,5445 cdas) equivalent to one point and a half of an acre (1.5 acres) bounded on the North, in five alignments of five hundred seventy nine feet and one hundred sixty one thousandths of another foot, (579.161 feet) with the land of the main property of the Puerto Rico Ports Authority; on the South, in five alignments of one hundred forty feet and ninety seven thousandths of another foot (140.097) feet with the land of the main property of the Puerto Rico Ports Authority; on the East, in five alignments of three hundred thirty seven feet and one one hundred eighteen thousandths of another foot (337.118 feet) with the Suarez Channel; and on the West, in six alignments of two hundred sixty six feet and nine hundred twenty six thousandths of another foot (266.926 feet) with access Road to the Muñiz Air Force Base. This parcel is for the construction of “Dual West Crossfield Taxiway Projects” and two (2) outlets for the roads 8 and 10, this parcel being contemplated in Survey Plan No. GG-20-A of the surveyor Jose T. Santiago Diaz, and shall be dedicated to a Wetland Recreation Area and establishes restrictive conditions that no buildings or structures shall be built on such area and the vegetation and the hydrology of the area shall not be altered in order to protect the vegetation and animals that inhabit the same. Sublease 27th Inscription in favor of Adele Catering Corporation, d/b/a Sky Caterers, parts of the 1st and 2nd floor of the Airport [and modifying the subleased area as follows:] the lease shall terminate on July 19, 2029 and shall be subordinated to the original lease; the rent shall be four hundred seventy five hundred eighty eight dollars and twenty three cents (\$470,588.23) for a total aggregate amount of four million (\$4,000,000.00) for the term of the contract and given that this is a “Net-Net Lease” the subleased parcels are described [as follows]: “Interior First Level”: From the Northwest corner of the facility, due South two hundred eighty (280) feet to the Southwest corner of the facility, across due East one hundred forty (140) feet to the beginning of the hangar and the due North two hundred eighty (280) feet along the Western side of the hangar [to a point on] the North side of the building to the East of the elevator tower, and then due West one hundred forty (140) feet to the

aforementioned Northwest corner of the facility. Additionally, two rooms which extend into the hangar area known as the laundry room and boiler room maintenance area are included in the ground floor premises. "Interior Second Level": From the Northwest corner of the second level of the facility, two hundred eighty (280) feet due South to the Southwest corner of the facility, due East one hundred forty (140) feet to the beginning of the hangar and then due North to the North side of the hangar, and then along side the North side of the hangar, for a distance of eighty (80) feet, and then due North one hundred forty (140) feet to the North side of the facility. "A total interior space of one hundred four thousand (104,000) square feet", Exterior: From the point of beginning, point number one hundred one (101) located at the Northwest corner of the property, thence to point number one hundred twelve (112) runs Southwest eighty nine (89) degrees fifty seven (57) thirty five (35) seconds in a distance of eighty two point zero five (82.05) meters. Thence to point number one hundred thirteen (113) runs Southwest zero (0) degrees twenty eight (28) minutes, thirty four (34) seconds in a distance of forty six point seventy six (46.76) meters. Thence to point number one hundred fourteen (114) runs Southeast eighty nine (89) degrees, thirty one (31) minutes twenty six (26) seconds, in a distance of nine point forty (9.40) meters. Thence to point number one hundred fifteen (115) runs Southeast zero (0) degrees, zero (0) minutes, four (4) seconds, in a distance of seventy point eighty six (70.86) meters. Thence to point number one hundred sixteen (116) runs Southwest eighty nine (89) degrees, fifty nine (59) minutes, fifty six (56) seconds; in a distance of forty eight point twenty six (48.26) meters. Thence to point number one hundred seventeen (117) runs Southeast zero (0) degrees, zero (0) minutes, four (4) seconds, in a distance of ninety nine point twenty six (99.26) meters. Thence to point number one hundred eighteen (118) runs Northwest eighty nine (89) degrees, fourteen (14) minutes, thirty six (36) seconds, in a distance of forty two point zero three (42.03) meters. Thence to point number one hundred nineteen (119) runs Northeast zero (0) degrees, ten (10) minutes, zero (0) seconds, in a distance of seven point sixty five (7.65) meters. Thence to point number one hundred eleven (111) runs Northwest eighty nine (89) degrees, fifty (50) minutes, zero (0) seconds, in a distance of zero point seventy nine (0.79) meters. Thence to the point of beginning point number one hundred one (101) runs Northwest zero (0) degrees, zero (0) minutes, seven (7) seconds; in a distance of two hundred eight point eighty one (208.81) meters, enclosing an area of one hundred fifty six thousand two hundred eighty two point eighty one (156,282.81) square meters, equivalent to three point five thousand eight hundred seventy eight (3.5878) acres). The Lease includes a right of first refusal. Amendment to the Lease, Edification and Easement set in the 30th inscription. Amends the lease in the 14th inscription as follows: two parcels of the CAF II parcel with the following measurements are excluded: 1,257,158.2593 square feet equivalent to 28.8604 acres and 81,177.0833 square feet equivalent to 1.8636 acres. In order to replace Lot 1, Lot 2 is included in the CAF II parcel. After excluding the aforementioned parcels, the remnant of CAF II is the following: From the point of beginning, point number five hundred three (503) located at the Northwest corner of the property, thence to point number three thousand one hundred fifteen (3,115) runs Northeast eighty nine (89) degrees, fifty four (54) minutes, fifty nine (59) seconds, in a distance of one hundred seventy eight hundred twenty six (178,826) meters. Thence to point number three thousand five A (3105) A. runs Northeast eighty nine (89) degrees, eight (8) minutes, thirty two (32) seconds, in a distance of one hundred twelve point seven hundred eighty five (112,785) meters. Thence to point number three thousand seventy six A (3076 A) runs Northeast eighty nine (89) degrees, forty six (46) minutes, thirty five (35) seconds, in a distance of eight hundred sixty one point two hundred seventy six (861.276) meters. Thence to point number three thousand one hundred four

A (3104 A) runs Southeast eighty three (83) degrees, fifty (50) minutes, thirty two (32) seconds, in a distance of one hundred thirty seven point six hundred thirty four (137.634) meters. Thence to point number three thousand one hundred forty two A (3142 A) runs Southeast sixty nine (69) degrees, zero (0) minutes, two (2) seconds, in a distance of one hundred thirty one point seven hundred ninety three (131.793) meters. Thence to point number three thousand one hundred thirty eight A (3138 A) runs Southeast forty five (45) degrees, eight (8) minutes, twenty one (21) seconds, in a distance of two hundred five point nine hundred nine (205,909) meters. Thence to point number three thousand one hundred ten A (3110 A) runs Southeast fifty three (53) degrees, fifty eight (58) minutes, six (6) seconds, in a distance of ninety seven point three hundred forty three (97.343) meters. Thence to point number three thousand fourteen (3014) runs Southwest forty two (42) degrees, eight (8) minutes, forty six (46) seconds, in a distance of two hundred fifty seven point three hundred ninety one (257.391) meters. Thence to point number eight hundred thirty seven (837) runs Southwest forty eight (48) degrees, fourteen (14) minutes, twenty one (21) seconds; in a distance of two hundred ninety six point one hundred five (296.105) meters. Thence to point number eight hundred thirty four (834) runs Southwest forty two (42) degrees, thirty six (36) minutes, eleven (11) seconds, in a distance of one hundred thirty one point zero nineteen (131.019) meters. Thence to point number eight hundred thirty eight (838) runs Southwest forty seven (47) degrees, thirteen (13) minutes, eleven (11) seconds, in a distance of one hundred thirty four point zero, twenty seven (14.027) meters. Thence to point number eight hundred forty one (841) runs Southwest forty-three (43) degrees, forty-five (45) minutes, nine (9) seconds; in a distance of one hundred twenty nine point eight hundred sixty-three (129.863) meters. Thence to point number eight hundred forty two (842) runs Southwest thirty four (34) degrees; thirty one (31) minutes, forty one (41) seconds, in a distance of seventy two point six hundred sixty-four (72.664) meters. Thence to point number eight hundred forty six A (846 A) runs Southwest twenty eight (28) degrees, thirty two (32) minutes, twenty three (23) seconds, in a distance of eighty three point four hundred fifty eight (83.458) meters. Thence to point number eight hundred fifty (850) runs Southwest nineteen (19) degrees, fifty six (56) minutes, fifty five (55) seconds, in a distance of one hundred forty four point four hundred (141.400) meters. Thence to point number eight hundred fifty seven (857) runs Southwest nineteen (19) degrees, thirty eight (38) minutes, twenty six (26) seconds, in a distance of two hundred twelve point one hundred forty seven (212.147) meters. Thence to point number eight hundred sixty one (861) runs Southwest twenty three (23) degrees, twenty six (26) minutes, twenty two (22) seconds, in a distance of one hundred twenty four point seven hundred twenty five (124.725) meters. Thence to point number eight hundred ninety six (896) runs Southwest sixty three (63) degrees, twenty three (23) minutes, fifty two (52) seconds, in a distance of seventy seven point eight hundred twenty eight (77.828) meters. Thence to point number eight hundred ninety (890) runs Northwest forty two (42) degrees, sixteen (16) minutes, twenty four (24) seconds, in a distance of one hundred three point one hundred six (103.108) meters. Thence to point number seven thousand two hundred two (7202) runs Northwest forty eight (48) degrees, fifty three (53) minutes, one (1) second, in a distance of seventy four point one hundred forty one (74.141) meters. Thence to point number eight hundred eighty two (882) runs Northwest forty five (45) degrees, thirty nine (39) minutes, ten (10) seconds, in a distance of two hundred point nine hundred seventy one (200.971) meters. Thence to point number four hundred two (402) runs Northwest sixty three (63) degrees, twenty seven (27) minutes, twenty (20) seconds; in a distance of four hundred seventy nine point eight hundred sixty three (479.863) meters. Thence to point number three hundred fifty one (351) runs Northwest seventy five (75)

degrees, fifty three (53) minutes, forty one (41) seconds, in a distance of three hundred ninety eight point seven hundred thirty seven (398.737) meters. Thence to point number seven thousand six hundred eighty five (7,685) runs Northeast fourteen (14) degrees, eight (8) minutes, thirty (30) seconds, in a distance of one hundred fifty four point eight hundred thirty (154.830) meters. Thence to point number six hundred seventy three (673) runs Southeast seventy three (73) degrees, forty two (42) minutes, twenty nine (29) seconds, in a distance of one hundred twenty five point seven hundred four (125.704). Thence to point number seven thousand six hundred eighty six (7,686) runs Northeast fifteen (15) degrees, twenty six (26) minutes, twenty four (24) seconds, in a distance of two hundred thirty eight point five hundred ninety eight (238.598) meters. Thence to point number seven thousand six hundred eighty six (7,686) runs Northeast fifteen (15) degrees, twenty six (26) minutes, twenty four (24) seconds, in a distance of two hundred thirty eight point five hundred ninety eight (238.598) meters. Thence to point number seven thousand six hundred eighty seven (7,687) runs Southeast seventy five (75) degrees, thirty six (36) minutes, fifty eight (58) seconds, in a distance of one hundred six point six hundred twelve (126.612) meters. Thence to point number seven thousand six hundred eighty eight (7,688) runs Northeast fourteen (14) degrees, twenty six (26) minutes, forty five (45) seconds, in a distance of three hundred seventy four point nine hundred eighty eight (374.988) meters. Thence to point of beginning, point number five hundred three (503) runs Northwest zero (0) degrees, five (5) minutes, one (1) second, in a distance of two hundred ninety point zero zero nine (290.009) meters, enclosing an area of one million seven hundred thirty eight thousand seven hundred eighty six point zero eight hundred twenty eight (1,738,786.0828) square feet equivalent to thirty nine point nine thousand one hundred seventy (39.9170) acres. To replace Lot 1, Lot 2 is included in the CAF II parcel which is described as follows: From the point of beginning, point number one hundred five (105) located at the Northwest corner of the property, thence to point number five hundred one (501) runs Southeast sixty nine (69) degrees, fourteen (14) minutes, seven (7) seconds, in a distance of one thousand eight hundred twenty nine point fifty six (1,829.56) feet. Thence to point number five hundred two (502) runs Southwest forty four (44) degrees, twenty seven (27) minutes, fifteen (15) seconds, in a distance of nine hundred five point seventy seven (905.77) feet. Thence to point number one hundred eight (108) runs Southwest eighty nine (89) degrees, fifty four (54) minutes, one (1) second, in a distance of one thousand one hundred fourteen point fifty one (1114.51) feet. Thence to point number one hundred seven (107) runs Northeast one (1) degree, one (1) minute, fifty seven (57) seconds, in a distance of three hundred seventy point eighteen (370.18) feet. Thence to point number one hundred and six (106) runs Southeast eighty six (86) degrees, twenty one (21) minutes, two (2) seconds, in a distance of twenty nine point fifty seven (29.57) feet. Thence to the point of beginning point number one hundred five (105) runs Northeast zero (0) degrees, seven (7) minutes, fourteen (14) seconds, in a distance of nine hundred twenty eight point ninety (928.90) feet, enclosing an area of one million four hundred seventy thousand five hundred seventy four point three thousand one hundred eighty three (1,470,574.3183) square feet, equivalent to thirty three point seven thousand five hundred ninety seven (33.7597) acres, herein after referred to as "Lot Two". The Puerto Rico Ports Authority authorizes the construction of, hangars, a cargo terminal, offices and other facilities on Lot Two (2). The lessee promises to the Authority the final construction drawings before commencing such construction with the Authority's consent. The construction consist of approximately eighty thousand square (80,000) feet and one hundred thousand (100,000) for the parking area. By the same document the Ports Authority destines a part of Lot One, that shall be used for fuel connections and the lessee shall have the right to use

and connect future fuel line in order to service the Airport that is described in the following manner: From the point beginning point number one (1) located at the Northeast goes of the property, thence to point number two (2) runs Southwest eighty nine (89) degrees, fifty five (55) minutes, forty four (44) seconds, in a distance of three thousand four hundred forty eight point nine hundred fifty three (3448.953) meters. Thence to point number three (3) runs Southwest nine (9) degrees, fifty three (53) minutes, fifty four (54) seconds, in a distance of nine point nine hundred ninety three (9.993) meters. Thence to point number four (4) runs Northeast eighty nine (89) degrees, fifty five (55) minutes, forty four (44) seconds, in a distance of two thousand five hundred seventy seven point seven hundred fifty one (2577.751) meters. Thence to point number five (5) runs Southeast zero (0) degrees, four (4) minutes, sixteen (16) seconds, in a distance of one hundred eleven point one hundred fifteen (111.115) meters. Thence to point number six (6) runs Southwest forty two (42) degrees, six (6) minutes, thirty two (32) seconds, in a distance of one hundred sixty nine point eight hundred seventy five (169.875) meters. Thence to point number seven (7) runs Southwest fifteen (15) degrees, fifty two (52) minutes, four (4) seconds, in a distance of one hundred eighty two point zero fifty (182.050) meters. Thence to point number eight (8) runs Northeast eighty six (86) degrees, fifty seven (57) minutes, twenty nine (29) seconds, in a distance of ten point four hundred four (10.404) meters. Thence to point number nine (9) runs Northeast, fifteen (15) degrees, fifty two (52) minutes, four (4) seconds, in a distance of one hundred seventy six point three hundred eighty four (176.384) meters. Thence to point number ten (10) runs Northeast forty two (42) degrees, six (6) minutes, thirty two (32) seconds, in a distance of one hundred seventy one point three hundred seventy eight (171.378) meters. Thence to point number eleven (11) runs Northwest zero (0) degrees, four (4) minutes, fifteen (15) seconds, in a distance of one hundred fourteen point nine hundred eleven (114.911) meters. Thence to point number twelve (12) runs Northeast eighty nine (89) degrees, fifty five (55) minutes, forty four (44) seconds, in a distance of eight hundred sixty three point zero eighty nine (863.089) meters. Thence to the point of beginning point number one (1) runs Northwest zero (0) degrees, four (4) minutes, sixteen (16) seconds, in a distance of nine point eight hundred forty three (9.843) meters, enclosing an area of thirty eight thousand five hundred ten point four thousand seven hundred sixty (38,510.4760) square feet, equivalent to zero point eight thousand eight hundred forty one (0.8841) acres. "Hereafter referred to as "Fuel Live Area". According to the 30th inscription an easement is constituted over Lot 2 in favor of the parcel of three hundred thirty-five thousand one hundred sixty point forty nine (335,160.49) square feet equivalent to seven point sixty four-two (7.6042) in favor of the Puerto Rico Port Authority, that is described as follows: "Beginning at point number one hundred five (105) located at the Northeast corner of the property, thence to point number one hundred twenty three (123), runs Southeast sixty nine (69) degrees, fourteen (14) minutes, seven (7) seconds, in a distance of two hundred seventy six point seventy seven (276.77) feet. Thence to point number one hundred twenty four (124), runs Southwest zero (0) degrees, seven (7) minutes, fourteen (14) seconds, in a distance of one thousand one hundred ninety eight point fifty (1,198.50) feet. Thence to point number one hundred eight (108) runs Southwest eighty nine (89) degrees, fifty four (54) minutes, one (1) second, in a distance of two hundred ninety four point forty one (294.41) feet. Thence to point number one hundred seven (107) runs Northeast one (1) degree, one (1) minute, fifty seven (57) seconds, in a distance of three hundred seventy point eighteen (370.18) feet. Thence to point number one hundred six (106) runs Southeast eighty six (86) degrees, twenty one (21) minutes, two (2) seconds, in a distance of twenty nine point fifty seven (29.57) feet. Thence to point of beginning point number one hundred five (105) runs Northeast zero (0) degrees, seven (7)

minutes, fourteen (14) seconds, in a distance of nine hundred twenty eight point ninety (928.90) feet, enclosing an area of three hundred thirty five thousand one hundred sixty point forty nine (335,160.49) square feet, equivalent to seven point six thousand nine hundred forty two (7.6942 acres)” (Hereinafter referred to as “Right of Way Easement”).

CURRENT OWNERSHIP

THE PUERTO RICO PORTS AUTHORITY is the owner in fee simple (“pleno dominio”) of this entire parcel, according to the 81st inscription of August 15, 1972, recorded at page 264 of 8ortla 427 of the Registry of the Property, Section of the Municipality of Carolina, and constituted pursuant to deed number 59 of Transfer of Lease, executed on August 15, 1972 before Notary Public MARIA YOLANDA POMALES.

ENCUMBRANCES.....

TRANSFER AND EASEMENT:

According to the 81st inscription of August 15, 1972, recorded at page 264 of volume 427 of the Municipality of Carolina, by virtue of deed number 59 of Transfer of Lease executed on August 15, 1972 before Notary Public MARIA YOLANDA POMALES. The entire parcel is encumbered by a Mortgage in the amount of 850,000.00. This entire parcel is encumbered by a mortgage in favor of the bearer in the principal amount of \$850,000.00 and is encumbered only in the total amount of \$850,000.00.

LEASE:

Lease in favor of Puerto Rico International Airlines Inc., with respect to a portion of 8,055.43 square meters, according to the 5th Inscription of August 15, 1972, recorded at page 264 of volume 427 of the Registry of the Property, Section of the Municipality of Carolina, constituted pursuant to deed number 59 of Transfer of Lease, executed on August 15, 1972 before Public Notary MARIA YOLANDA POMALES.

TRANSFER OF LEASE AND EASEMENT:

According to the 81st Inscription of August 15, 1972, recorded at page 264 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 59 of Transfer of Lease, executed on August 15, 1972 before Public Notary MARIA YOLANDA POMALES. The entire parcel is encumbered by a MORTGAGE in favor of the bearer, in the principal amount of \$400,000.00; and a foreclosure value of \$400,000.00.

EASEMENT:

Easement in favor of property no. one thousand four hundred forty five. 5th Inscription of August 15, 1972, recorded al page 264 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 59 of Transfer of Lease, executed on August 15, 1972 before Public Notary MARIA YOLANDA POMALES.

LEASE:

Encumbers the lease in favor of Mar de Isla Verde Development, Inc., according to the 7th Inscription of August 15, 1972, recorded at page 264 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 59 of Transfer of Lease, executed on August 15, 1972 before Public Notary MARIA YOLANDA POMALES.

EASEMENT:

According to the 8th Inscription recorded at page 266 of volume 427 it affects the easement in favor of the Puerto Rico Aqueduct and Sewer Authority. 5th Inscription of August 15, 1972, recorded al page 264 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 59 of Transfer of Lease, executed on August 15, 1972 before Public Notary MARIA YOLANDA POMALES.

LEASE:

According to the 3rd Inscription of Lease in favor of Trust Advisor Corporation related to the 8th Inscription. 9th Inscription of May 23, 1973, recorded at page 267 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 143 of Assignment of Lease, executed on April 13, 1973 before Notary Public JOSE A. LAVASTIDA.

LEASE:

According to the 10th Inscription of Lease in favor of Eastern Air Lines, Inc., over a parcel with the following description: parcel consisting of sixty-eight thousand eight hundred eighty-eight square feet point fifty that is part of the lands known as the International Airport, in the “Hato de Cangrejos” and “Cangrejos Arriba” wards of the Municipality of Carolina, this parcel being in the middle of the main parcel and marked in the Exhibit C of the lease agreement between Caribbean Air Lines Inc. and the Puerto Rico Ports Authority, and a structure on the parcel described as follows: Hangar and Improvements. The hangar consist of a steel building surrounded by zinc, one hundred sixty-five feet wide and [●] feet wide and concrete floors, [...] interior walls of concrete block to divide offices, lockers, [●] etc. 10th Inscription of May 31, 1973 recorded al page 267 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 3 executed on May 24, 1973 before Notary Public WILSON F. COLBERG.

EASEMENT:

According to the 11th Inscription it is encumbered by an easement in favor of the Puerto Rico Electric Power Authority over a parcel of 4,168.95 square meters, related to the inscription at page 270 of volume 427. 11th Inscription of January 23, 1976, recorded ar page 269 of volume 427 of the Municipality of Carolina, constituted pursuant to deed number 113 of Easement, executed on November 21, 1975 before Notary Public PEDRO SANTIAGO TORRES.

LEASE:

According to the 14th Inscription, the lease in favor of Caribbean Airport Facilities Inc., over the “Hangar and Warehouse Offices” with a term of 25 years described at page 11 of volume 564 and page 64 of volume 803, was modified. 14th Inscription of February 13, 1989, recorded at page 10 of volume 564 of the Municipality of Carolina, constituted pursuant to deed number 2 executed on February 10, 1989 before Notary Public LUIS A. ARCHILLA DIAZ.

SURFACE:

“Airport Facilities”: on the premises leased from the Puerto Rico Ports Authority, as per deed of Lease, deed number two (2) of February ten (10) nineteen hundred eighty nine (1989) before notary public Luis A. Archilla Diaz, and located at the Luis Muñoz Marín International Airport, as specifically described in said deed Caribbean Airport Facilities Inc., has constructed a Hangar Office and Warehouse building with parking area and service ramp. The two entrances from the Airport Service Road connect to the parking area which bound the building along the North side and partly on the East and West sides. The ramp bounds the building on the South side and partly on the East and West sides. The parking area consist of an asphaltic concrete paved area of two hundred ten thousand nine hundred eighty square feet (210,980 sq. ft.) with capacity for 309 standard parking spaces, 13 parking spaces for handicapped and 126 parking spaces for trailers. The service ramp consists of a 10ortland cement concrete paved area of three hundred forty nine thousand six hundred twenty five square feet (349,625 sq. ft.). Between the parking area and service ramp are two unpaved areas of three thousand one hundred twenty five square feet (3,125 sq. ft.) on the west side and five thousand square feet (5,000 sq. ft.) on the East side. The Hangar Office and Warehouse buildings consists (sic.) of a three level steel structure. The first floor contains to the South a hangar of thirty six thousand square feet, (36,000 sq. ft.) and Warehouse facilities of one hundred twenty two thousand three hundred square feet (122,300 sq. ft.). The second floor contains Office Space of seventy thousand nine hundred and ninety square feet (70,990 sq. ft.) and catering services spaces of thirty nine thousand two hundred square feet (39,200 sq. ft.). The Third floor contains Office Space of two thousand four hundred square feet (2,400 sq. ft.). The total area of the lot plus entrance no. 1 and no. 2 is seven hundred forty four thousand twenty one and seven thousand nine hundred forty three ten thousand square feet (744,021.7943 sq. ft.) equivalent to sixty nine thousand one hundred twenty one and eight thousand eight hundred sixty five ten thousand square meters (69,121.8865 sq. mts.) in turn equivalent to seventeen and five thousand eight hundred sixty four “cuerdas” (17.5864 cdas). 15th Inscription of February 13, 1989, recorded at page 64 of volume 803 of the Municipality of Carolina, constituted pursuant to deed number 3 executed on February 10, 1989 before Notary Public LUIS A. ARCHILLA DIAZ.

LEASE:

Encumbers lease in favor of the Puerto Rico Highway and Transportation Authority, for the amount of \$21,000.00 annually, for a period of 99 years that expires on August 28, 2091, over the parcel that is described as follows: Rural: Parcel A: Parcel of land located in the “Cangrejo Arriba” Ward of the Municipality of Carolina with a surface area of four point zero two (4.02) cuerdas adjacent by the North with the main parcel of the Luis Muñoz Marín Airport, property

no. 16374; by the South and East, with the parcel of the Commonwealth of Puerto Rico, parcel no. 2350 and by the East, with state road PR-26. 17th Inscription of February 11, 1992, recorded at page 67 of volume 803 of the Municipality of Carolina, constituted pursuant to deed number 1 of Lease executed on August 29, 1991 before Notary Public YVONNE BONET DABILLO.

LEASE:

Encumbers lease in favor of Aeroparque Corporation with a term commencing on December 8, 1989, and ending twenty (20) years after the facilities to be constructed are opened to the public (“opening date”), with a right to extend the term for an additional five years with a rental rate of \$9,792.00 annually, for the recreational facilities and the parking including the right to operate a fast food cafeteria over the parcel that is described as follows: Lot for commercial use only (“Exclusive Premises”) with an area of twelve thousand two hundred thirty three point fifty (12,233.50) square feet, which is incorporated and made a part of the area assigned by the Puerto Rico Ports Authority to Aeroparque Corporation according to the assignment agreement number AP eighty-nine dash ninety dash four dash zero seventy-seven (AP89-90-(4)-077). Adjacent by the North, with an area of public use assigned by the Puerto Rico Ports Authority to Aeroparque Corporation, with a distance of seventy-two point three thousand twenty-four (72.3024) feet, by the East, with an area of public use assigned by the Puerto Rico Ports Authority to Aeroparque Corporation, with a distance of one hundred sixty nine point three thousand eight hundred twelve (169.3812) feet, by the West, with an area of public use assigned by the Puerto Rico Ports Authority to Aeroparque Corporation, with a distance of one hundred sixty nine point six thousand four hundred thirty (169.6430). 18th Inscription of April 27, 1992, recorded at page 68 of volume 803 of the Municipality of Carolina, constituted pursuant to deed number 7 executed on April 15, 1992, before Notary Public JOSE RICARDO TORO MORALES.

MORTGAGE OF LEASE; AEROPARQUE:

According to the 19th Inscription of April 27, 1992, recorded at page 258 of volume 848 of the Municipality of Carolina, constituted pursuant to the Deed of Mortgage and Lease executed on April 22, 1992, before the Notary Public JOSE RICARDO TORO MORALES, the entire parcel is encumbered by a Mortgage in favor of First Caribbean Corporation, for the amount of 5,500,000.00 plus interest and with a foreclosure value of 5,500,000.00.

MORTGAGE OF LEASE 14TH INSCRIPTION:

According to the 20th Inscription of January 15, 1993, recorded at page 258 of volume 848 of the Municipality of Carolina constituted pursuant to the deed number 4 of Mortgage of Lease executed on April 22, 1992, before Notary Public GEORGINA S. COLON ORTIZ. The entire parcel is encumbered by a mortgage in favor of Scotiabank de Puerto Rico in the amount of \$59,226,000.00; to be repaid in 240 monthly installments commencing on January 15, 1993, and with a foreclosure value of \$25,000,000.00.

OBSERVATIONS: Due on demand. The Mortgage Estate has been appraised at twenty five million dollars (\$25,000,000.00) in its present condition, operation and use. The Mortgagor and the Mortgagee agrees (sic.) that in the event of a forced sale of the mortgage estate would be

reduced to approximately twelve millions dollars (\$12,000,000.00) for purposes of the minimum bidding amount for the first public auction. In the event of foreclosure the Mortgagor and the Mortgagee value the mortgaged Estate at twelve millions dollars (\$12,000,000.00).

AMENDMENT TO THE LEASE; 14th INSCRIPTION:

Affects the Amendment of Lease appearing in the 14th Inscription in favor of Caribbean Airport Facilities Inc., with respect to the following: Lessee now desires to amend with the Puerto Rico Ports Authority to amend the lease, and lease certain additional parcel (also located within the Land) and the Authority is willing to [demise and lease] the same to the Lessee, subject to the primary consideration that the Lessee will Construct, on the new parcel portion, Hangars, Cargo Terminals, Offices, and other facilities. Lessee agrees to construct the facility on the Additional premises according to plans and specifications submitted and approved by the Authority prior to construction. The Authority does hereby demise and lease to the Lessee, and the Lessee does hereby hire and take from the Authority, additional land premises consisting of approximately three million (3,000,000.00) square feet of land space on which at its own cost and expense the Lessee will construct the facilities for the exclusive use of the Lessee during the term of this contract and extensions and for common use thereafter, described as follows (the “Additional Premises”): “Rural”: Parcel located in the “Cangrejo Arriba” Ward of the Municipality of Carolina, Puerto Rico, consisting of two hundred eighty-five thousand eight hundred ninety two point forty five square meters (285,892.45 sq. mts.) equivalent to seventy-two point seventy three eighty-eight (72.7388) “cuerdas”, adjacent by the North, with the Puerto Rico Ports Authority; by the South, with Baldorioty de Castro Avenue and the Federal Aviation Administration; by the East, Muniz Air Base access road and the Federal Aviation Administration; by the West, with the Puerto Rico Ports Authority.” Lessee will construct the facilities for purposes of conducting air cargo operations and other related activities and services. The above indicated area has been estimated, but it will be certified by the Engineering Department of the Authority once the construction is finished. Adjustment will be made in accordance with the final measurements in consideration of the proposed investment, the term of the lease in connection with the Additional Premises shall be for a period of twenty five (25) years commencing as of the date hereof (“Commencement Date”) with two (2) options of five (5) additional years each. The Lessee will have the right of first refusal thereafter. The Lessee will notify the Authority in writing, before the end of the initial twenty five (25) year term of the contract that it desires to execute the first option of five (5) years and before the end of the first option that it desires to execute the second option of five (5) years. If Lessee executes the options the term and conditions of rent for each option will be negotiated in accordance with the Authority’s published rates. Should the Lessee hold over the use of the premises after this Agreement has terminated in any manner with the consent of the Authority, such holding over shall be deemed merely as a holding over from month to month, and shall be at the rental herein provided payable monthly in advance but otherwise on the same term and conditions as agreed in this contract. If the Lessee is requested to vacate and surrender the premises because of termination of this lease for any cause or because any other reason agreed upon by the parties and the Lessee does not surrender the premises as requested, then the Lessee shall pay the Authority a penalty equivalent to ten percent (10%) of the monthly rent, for each day of occupancy subsequent to the date stated in the Authority’s notification for the surrender of the premises. In addition the Lessee shall pay to the Authority a sum equivalent to the monthly rental

rate or any portion thereof as fixed in this agreement as compensation for the use and occupancy of the premises. The agreement is for a term of twenty five years commencing on June 1, 1995, and extendable by two additional terms of five years each. The rent for the lease during the first six (6) years is \$0.86 per square feet per year, the next five (5) years \$0.96 and then \$1.15 plus a percentage of the gross income. 21st Inscription of August 23, 1994, recorded at page 264 of volume 848 of the Municipality of Carolina, constituted pursuant to deed number 1 executed on July 28, 1994 before Notary Public DON ALFONSO FERNANDEZ.

MODIFICATION TO LEASE; 20TH INSCRIPTION:

According to the 22nd Inscription of August 23, 1994, recorded al page 266 of volume 848, of the Municipality of Carolina, pursuant to deed number 16 of July 28, 1994, the entire parcel is encumbered by a mortgage in the principal amount of \$27,226,000.00, with an amortization schedule of 240 months, commencing on August 23, 1994, and with a foreclosure value of \$27,226,000.

OBSERVATIONS: It is a modification of the mortgage of lease that appears in the 20th Inscription. Due on demand. Three additional sums are guaranteed each equivalent to 10% of the original principal amount of the promissory note to cover cost, expenses and legal fees of any judicial claim, any other advance that may be made under this mortgage and for interest in addition to those provided for by law. This mortgage in the amount of \$9,226,000.00 is increased by \$18,000,000.00 to the total aggregate amount of \$27,226,000.00. This mortgage also encumbers the building to be constructed that is described as follows: “Two Buildings (Buildings A+B) of two stories each made of steel and block and to be of 100 feet by 200 feet in area. Three additional buildings (Buildings C,D+E), the first Building C, 60 feet by 200 feet, the second Building D, 60 feet by 240 feet and the third Building E, [●] feet by 180 feet, all to be of steel and block construction. In addition an area of parking approximately of approximately [●] square feet will serve all buildings”.

LEASE:

According to the 24th Inscription of lease in favor of The Puerto Rico Highway and Transportation Authority, for the term of thirty (30) years commencing on the date of execution of the deed until June 13, 2025, with an annual rent of fifty-nine thousand two hundred dollars (\$59,200.00) for a total of one million seven hundred seventy-six thousand. Every five years the rent may be adjusted by mutual consent as long as the increase is not more than the increase of the Consumer Price Index. This lease concerns the following parcel: Urban: Parcel of land located in “Cangrejo Arriba” Ward of Carolina, property of the Puerto Rico Ports Authority, with a surface area of one point eight thousand six hundred ninety eight “cuerdas” (1.8698) equivalent to seven thousand three hundred forty eight point nine thousand six hundred forty three (7,348.9643) square meters, also equivalent to one point eight hundred sixteen (1.816) acres with boundaries: by the North, with property number sixteen thousand, three hundred seventy four (16,374); by the South, with State Road number PR twenty six (PR-26); by the East, with the right of way of State Road number twenty six (PR-26); by the West, with the right of way of State Road number twenty six (PR-26). This parcel is needed for the construction of the ACT-zero, zero, two, six, five, zero (002650) Project parcel [●] (008-01). 24th Inscription of July 26,

1995, recorded at page 268 of volume 848 of the Municipality of Carolina, pursuant to the deed number 4 of Lease executed on June 13, 1995, before the Notary Public IVONNE BONET RIVERO.

LEASE.

According to the 25th Inscription in favor of the Puerto Rico Highway and Transportation Authority, for a period of two (2) years commencing on the execution date of the deed with a monthly rent of thirteen thousand seven hundred thirty-three dollars (\$13,733.33) for an aggregate amount of three hundred twenty-nine thousand six hundred dollars (\$329,600.00) [over] the following parcel: “Parcel of land located in “Cangrejo Arriba” Ward of Carolina, property of The Puerto Rico Authority, with a surface area of five point two thousand one hundred fifty eight (5,2158) “cuerdas”, equivalent to twenty thousand five hundred point two thousand two hundred thirty one (20,500.223) square meters, equivalent to five point zero, six, six, (5.066) acres and with boundaries: by the North, with main property; by the South, with State Road number twenty six (PR-26); by the East, with main property; and by the West, In a point with main property and with the right of way of State Road number twenty six (PR-26).” The parcel known as 008-02 for the construction of a temporary deviation for the project ACT-002650, Baldorioty de Castro avenue, for a period of two (2) years commencing on the date of execution of the deed. 25th Inscription of July 26, 1995, recorded at page 269 of volume 848 of the Municipality of Carolina, constituted pursuant to deed number 5 of Lease executed on June 13, 1995, before Notary Public IVONNE BONET RIVERO.

Conservation easement area.

The Puerto Rico Ports Authority in agreement with the Corps of Engineers of the United States Department of Defense dedicated the following parcel to the preservation of natural resources (Conservation Easement Area) that is described in the following manner: Urban: Parcel of land located at the “Cangrejo Arriba” Ward of the Municipality of Carolina, Puerto Rico, property of the Puerto Rico Ports Authority, denominated as “Tract of Land, Plan and Details for Mangrove Mitigation of Survey Plan” prepared by surveyor Jose Santiago Diaz, with an area of one point five thousand four hundred and forty five ten thousandths of a “cuerda” (1,5445 cdas) equivalent to one point and a half of an acre (1.5 acres) bounded on the North, in five alignments of five hundred seventy nine feet and one hundred sixty one thousandths of another foot, (579.161 feet) with the land of the main property of the Puerto Rico Ports Authority; on the South, in five alignments of one hundred forty feet and ninety seven thousandths of another foot (140.097) feet with the land of the main property of the Puerto Rico Ports Authority; on the East, in five alignments of three hundred thirty seven feet and one hundred eighteen thousandths of another foot (337.118 feet) with the Suarez Channel; and on the West, in six alignments of two hundred sixty six feet and nine hundred twenty six thousandths of another foot (266.926 feet) with access Road to the Muñiz Air Force Base. This parcel is for the construction of “Dual West Crossfield Taxiway Projects” and two (2) outlets for the roads 8 and 10, this parcel being contemplated in Survey Plan No. GG-20-A of the surveyor Jose T. Santiago Diaz, and shall be dedicated to a Wetland Recreation Area and establishes restrictive conditions that no buildings or structures shall be built on such area and the vegetation and the hydrology of the area shall not be altered in order to protect the vegetation and animals that inhabit the same.

26th Inscription of July 28, 1995, recorded at page 270 of volume 848 of the Municipality of Carolina constituted pursuant to deed number 20 of Conservation executed on July 18, 1995 before Notary Public MIGUEL ANGEL CASTELLANOS CASTRO.

Postponement in favor of the 28th Inscription:

The mortgage that appears in the 20th Inscription and the lease that appears in the 22nd Inscription were postponed in favor of the mortgage in the 28th Inscription.

Note at the margin of the 20th Inscription of August 18, 1995, recorded at page 263 of volume 848 of the Municipality of Carolina, constituted pursuant to deed number 47 executed on August 2, 1995 before Notary Public GEORGINA S. COLON ORTIZ.

LEASE.

According to the 27th Inscription, the lease that appears in the 14th Inscription and that has been modified twice is subleased in favor of Adela Catering Corporation, d/b/a Sky Caterers, parts on the 1st and 2nd floor of the Airport and modify the subleased area as follows for the term of the lease that shall last until July 28, 2029 and it will be subordinated to the original lease; the rent shall be four hundred seventy thousand five hundred eighty-eight point twenty three dollars (\$470,588.23) for a total of \$16,000,000.00 for the entire period of the contract and given that this is a “Net-Net Lease” the subleased parcels are described as follows: “Interior First Level”: From the Northwest corner of the facility, due South two hundred eighty (280) feet to the Southwest corner of the facility, across due East one hundred forty (140) feet to the beginning of the hangar and the due North two hundred eighty (280) feet along the Western side of the hangar to a point on the North side of the building to the East of the elevator tower, and then due West one hundred forty (140) feet to the aforementioned Northwest corner of the facility. Additionally, two rooms which extend into the hangar area known as the laundry room and boiler room maintenance area are included in the ground floor premises. “Interior Second Level”: From the Northwest corner of the second level of the facility, two hundred eighty (280) feet due South to the Southwest corner of the facility, due East one hundred forty (140) feet to the beginning of the hangar and then due North to the North side of the hangar, and then alongside the North side of the hangar, for a distance of eighty (80) feet, and then due North one hundred forty (140) feet to the North side of the facility. “A total interior space of one hundred four thousand (104,000) square feet.” Exterior: From the point of beginning, point number one hundred one (101) located at the Northwest corner of the property, thence to point number one hundred twelve (112) runs Southwest eighty nine (89) degrees fifty seven (57) thirty five (35) seconds in a distance of eighty two point zero five (82.05) meters. Thence to point number one hundred thirteen (113) runs Southwest cero (0) degrees twenty eight (28) minutes, thirty four (34) seconds in a distance of forty six point seventy six (46.76) meters. Thence to point number one hundred fourteen (114) runs Southeast eighty nine (89) degrees, thirty one (31) minutes twenty six (26) seconds, in a distance of nine point forty (9.40) meters. Thence to point number one hundred fifteen (115) runs Southeast cero (0) degrees, cero (0) minutes, four (4) seconds, in a distance of seventy point eighty six (70.86) meters. Thence to point number one hundred sixteen (116) runs Southwest eighty nine (89) degrees, fifty nine (59) minutes, fifty six (56)

seconds; in a distance of forty eight point twenty six (48.26) meters. Thence to point number one hundred seventeen (117) runs Southeast cero (0) degrees, cero (0) minutes, four (4) seconds, in a distance of ninety nine point twenty six (99.26) meters. Thence to point number one hundred eighteen (118) runs Northwest eighty nine (89) degrees, fourteen (14) minutes, thirty six (36) seconds, in a distance of forty two point zero three (42.03) meters. Thence to point number one hundred nineteen (119) runs Northeast cero (0) degrees, ten (10) minutes, cero (0) seconds, in a distance of seven point sixty five (7.65) meters. Thence to point number one hundred eleven (111) runs Northwest eighty nine (89) degrees, fifty (50) minutes, cero (0) seconds, in a distance of cero point seventy nine (0.79) meters. Thence to the point of beginning point number one hundred one (101) runs Northwest cero (0) degrees, cero (0) minutes, seven (7) seconds; in a distance of two hundred eight point eighty one (208.81) meters, enclosing an area of one hundred fifty six thousand two hundred eighty two point eighty one (156,282.81) square meters, equivalent to three point five thousand eight hundred seventy eight (3.5878 acres). The lease includes a right of first refusal.

27th Inscription of August 18, 1995, recorded at page 271 of volume 848 of the Municipality of Carolina, constituted pursuant to deed number 46 of Sublease executed on August 26, 1995 before Notary Public GEORGINA S. COLON ORTIZ.

MORTGAGE OF LEASE, 27TH INSCRIPTION, ADELA CATER:

According to the 28th Inscription of August 18, 1995 recorded at page 271 of volume 84B of the Municipality of Carolina pursuant to the deed number 94 of Mortgage of Lease executed on August 2, 1995, before Notary Public BALDOMERO COLLAZO SALAZAR. The entirety of this parcel is encumbered by a Mortgage in favor of the bearer for the principal amount of \$8,645,000.00 payable in 240 monthly installments commencing on August 2, 1995; and with a foreclosure value of \$8,645,000.00.

LEASE.

According to the 29th Inscription of [Sale] of Lease that appears on the 23rd Inscription over Lot A consisting of 20,642.9064 square meters, in favor of Cargo Service Corp. 29th Inscription of August 12, 1997, recorded at page 274 of volume 84B of the Municipality of Carolina, constituted pursuant to deed number 69 of Lease executed on October 29, 1996 before Notary Public MARIA LUISA FUSTER ZALDUONDO.

LEASE.

According to the 30th Inscription the mortgage affecting the lease that appears on the 14th Inscription is amended as follows: two parcels of CAF II consisting of 1,257,158.2593 square feet equivalent to 28.8604 acres and 81,177.0833 square feet equivalent to 1.8636 acres are excluded. To replace Lot 1, Lot 2 is included in the CAF II parcel. After excluding such parcels, the remnant of CAF II is the following: From the point of beginning, point number five hundred three (503) located at the Northwest corner of the property, thence to point number three thousand one hundred fifteen (3,115) runs Northeast eighty nine (89) degrees, fifty four (54) minutes, fifty nine (59) seconds, in a distance of one hundred seventy eight hundred twenty six

(178,826) meters. Thence to point number three thousand five A (3105) A. runs Northeast eighty nine (89) degrees, eight (8) minutes, thirty two (32) seconds, in a distance of one hundred twelve point seven hundred eighty five (112,785) meters. Thence to point number three thousand seventy six A (3076 A) runs Northeast eighty nine (89) degrees, forty six (46) minutes, thirty five (35) seconds, in a distance of eight hundred sixty on point two hundred seventy six (861,276 meters). Thence to point number three thousand one hundred four A (3104 A) runs Southeast eighty three (83) degrees, fifty (50) minutes, thirty two (32) seconds, in a distance of one hundred thirty seven point six hundred thirty four (137,634) meters. Thence to point number three thousand one hundred forty two A (3142 A) runs Southeast sixty nine (69) degrees, zero (0) minutes, two (2) seconds, in a distance of one hundred thirty one point seven hundred ninety three (131,793) meters. Thence to point number three thousand one hundred thirty eight A (313). 30th Inscription of December 29, 1997, recorded at page 275 of volume 844 of the Municipality of Carolina, constituted pursuant to deed number 1 executed October 28, 1997 before Notary Public ALFONSO FERNANDEZ.

EASEMENT:

30th Inscription of December 29, 1997 recorded at page 275 of volume of volume 844 of the Municipality of Carolina, constituted pursuant to deed number 1 [of 2nd Modification of Lease] executed October 28, 1997 before Notary Public ALFONSO FERNANDEZ.

EXPANSION OF MORTGAGE OF LEASE; 14TH INSCRIPTION:

According to the 31st Inscription of December 29, 1997 recorded at page 280 of volume 844 of the Municipality of Carolina, constituted pursuant to deed number 6 of Expansion of Mortgage executed November 14, 1997 before Notary Public JORGE SOUSS VILLALOBOS, the entire parcel is affected by a mortgage in favor of Scotiabank of Puerto Rico for the principal amount of \$58,774,000.00 commencing on December 29, 1997; this parcel is encumbered only in the principal amount of \$12,374,000; and with a foreclosure value of \$36,000,000.00.

OBSERVATIONS: Subscribed under affidavit number 2775. It is a modification and expansion of the Mortgage of Lease that appears in the 14th Inscription and its modifications according to the 21st, 22nd and 30th inscriptions. It is expanded and modified in the following manner: it is expanded in the additional amount of \$8,774,000 and Lot 1 is released from the mortgage and Lot 2 is included.

LEASE.

32nd Inscription of April 13, 1998 recorded at page 281 of volume 848 of the Municipality of Carolina, constituted pursuant to deed number 1 of Sublease executed March 26, 1998 before Notary Public ALFONSO FERNANDEZ.

MORTGAGE OF LEASE; 23rd INSCRIPTION CARGO SERVICE:

According to the 33rd Inscription of February 13, 2000 recorded at volume 906 of the Municipality of Carolina, constituted pursuant to deed number 190 executed December 20, 2000

before Notary Public ERNESTO A. MELENDEZ. The entire parcel is encumbered by mortgage in favor of the bearer [in connection with the lease] in the 23rd Inscription for the principal amount of \$5,500,000.00, commencing on February 13, 2000; with a foreclosure value of [\$500,000.00].

LEASE.

34th Inscription of February 11, 2004 recorded at page 8 of volume 1002 of the Municipality of Carolina, constituted pursuant to deed number 9 of Lease and Edification executed December 22, 2003 before Notary Public YARITZA DEL C. HERNANDEZ BONET.

EXPANSION OF MORTGAGE OF LEASE; 14TH INSCRIPTION:

According to the 36th Inscription of September 7, 2005 recorded at page 20 of volume 1002 of the Municipality of Carolina, constituted pursuant to deed number [1.15A] of Expansion of Mortgage executed March 29, 2005 before Notary Public FRANCISCO J. BIAGGI LANDRON. The entire parcel is encumbered by a mortgage in favor of Westernbank Puerto Rico for the principal amount of \$5,750,000.00; with an amortization term of 240 months with a due date of September 7 [2005]; this parcel is encumbered only in the total amount of \$10,500,000.00; with a foreclosure value of \$41,750,000.00.

OBSERVATIONS: MODIFIES THE MORTGAGE OF LEASE; 14TH INSCRIPTION: Interest: with fluctuating interests over the same at the rate equal to the prime rate as established by Citibank, NA in New York City, from this date and until full and total payment. The interest over this obligation shall be payable monthly to be effected the payment of interest and of principal in the domicile of the holder of this obligation. All interest payable hereunder shall be computed on the basis of actual days elapsed and a year of three hundred and sixty (360) days. Due on Demand. Executed under affidavit 16,486. The new principal amount of this mortgage shall be increased from \$36,000,000.00 to \$41,750,000.00.

MORTGAGE OF LEASE; 36TH INSCRIPTION:

According to the 36th Inscription of June 4, 2008 recorded at page 21 of volume 1002 of the Municipality of Carolina, constituted pursuant to deed number 28 of Mortgage of Lease executed May 16, 2008 before Notary Public FERNANDO IGNACIO MEDINA [CEDER]. The entire parcel is encumbered by Mortgage in favor of the bearer for the principal amount of \$16,000,000.00; commencing on June 4, 2008; this parcel is encumbered only in the total amount of \$[19,200,000] and with a foreclosure value of \$16,000,000.00.

LEASE.

Note number 3 at the margin of the 34th Inscription of July 14, 2008 recorded at page [2] of volume 1007 of the Municipality of Carolina for change in name dated July 9, 2001.

DOCUMENTS PENDING RECORDATION:

Entry 652 of volume 346 of the Book of Daily Entries:

MAMA A. NAVAS PAVIA presents at 14 hundred hours and 17 minutes of October 27, 2011 CLAIM AND COUNTER CLAIM AGAINST THIRD PARTIES IN THE CIVIL CASE NUMBER FPE020606 GRANTED ON DECEMBER 4, 2002 IN THE SUPERIOR COURT OF CAROLINA BEFORE THE JUDGE OF SUCH COURT, petitioning that parcel number 16,374 of the Municipality of Carolina and that the parcel located in the at the Luis Muñoz Marín International Airport be recorded in favor of CARIBBEAN AIRPORT FACILITES INC. With a transaction value of \$[199,55.00], \$484,866.00 and \$1,000.000.00. Recording fee of \$4.00 and Political Code fee of \$10.50.

SCHEDULE 2

CONTRACTS

Each of the following is a “LMM Airport Facility Contract” and an “Assigned “LMM Airport Facility Contract.”

1. Concession Agreement AP-89-90-4-077, dated as of December 8, 1989, as amended by AP-89-90-4-077 A-1 on May 3, 1991, as amended further by AP-89-90-4-077 A-2 on April 1, 1992, and as amended further by AP-89-90-4-077 E-3 on September 9, 2004 by and between the Authority and Aeroparque Corporation.
2. Lease Agreement AP-00-01-4-035, dated as of January 18, 2000, as amended by AP-00-01-4-035 A-1 on May 8, 2002, as amended further by AP-00-01-4-035 A-2 on July 19, 2002, and as amended further by AP-00-01-4-035 A-3 on January 31, 2005, by and between the Authority and Air Sub Corporation.
3. Concession Agreement AP-04-05-4-212, dated as of June 21, 2005, by and between the Authority and Air Sub Corporation d/b/a Mamma Illardo’s.
4. Concession Agreement AP-83-84-4-094, dated as of February 8, 1984, as amended by AP-83-84-4-094 E-1 on October 28, 1986, as amended further by AP-83-84-4-094 A-2 on March 4, 1991, as amended further by AP-83-84-4-094 E-3 on May 14, 1993, as amended further by AP-83-84-4-094 A-4 on May 12, 1997, as amended further by AP-83-84-4-094 E-5 on September 9, 2004, as amended further by AP-83-84-4-094 A-6 on March 10, 2008, and as amended further by AP-83-84-4-094 A-7 on December 14, 2008, by and between the Authority and Airport Catering Services Corporation.
5. Grant Agreement AP-88-89-4-183, dated as of November 21, 1990, as amended by AP-88-89-4-183 A-1 on May 12, 1997, and as amended further by AP-88-89-4-183 E-2 on September 9, 2004, by and between the Authority and Airport Catering Services Corporation.
6. Lease Agreement AP-00-01-4-077, dated as of August 11, 2000, as amended by AP-00-01-4-077 E-1 on March 7, 2003, as amended further by AP-00-01-4-077 E-2 on December 5, 2003, as amended further by AP-00-01-4-077 E-2 on December 8, 2006, and as amended further by AP-00-01-4-077 E-4 on December 12, 2008, by and between the Authority and Alliance Duty Free, Inc.
7. Concession Agreement AP-10-11-4-098, dated as of February 15, 2011, by and between the Authority and Angel M. Colon Roman, d/b/a International Barber Shop.
8. Lease Agreement AP-09-10-4-133, dated as of July 10, 2010, by and between the Authority and ATG Airport Restaurants, Inc.
9. Lease Agreement AP-05-06-4-120, dated as of March 20, 2006, by and between the Authority and Banco Popular de Puerto Rico.*

10. Lease Agreement AP-05-06-4-129, dated as of May 1, 2006, by and between the Authority and Banco Popular de Puerto Rico.
11. Lease Agreement AP-05-06-4-030, dated as of August 25, 2005, by and between the Authority and Camera Work, Inc., d/b/a Fly BVI.*
12. Concession Agreement AP-11-12-4-150, dated as of June 7, 2012, by and between the Authority and Caribbean Retailers, Inc. d/b/a Sunny Planet.
13. Concession Agreement AP-11-12-4-055, dated as of October 18, 2011, by and between the Authority and CC-1 Limited Partnership, d/b/a Coca-Cola Puerto Rico Bottlers.
14. Concession Agreement AP-10-11-4-111, dated as of March 25, 2011, by and between the Authority and Cosmopar, Inc. d/b/a Tiendas Gabrielas.
15. Lease Agreement AP-11-12-4-050, dated as of September 30, 2011, by and between the Authority and Cynthia Greta Berrios Lopez d/b/a Garbo.
16. Lease Agreement AP-10-11-4-114, dated as of March 29, 2011, by and between the Authority and Diamond Point International Massage Inc.*
17. Concession Agreement AP-04-05-4-022, dated as of July 12, 2004, by and between the Authority and Edwin Rosario Rodriguez, d/b/a El Tamarindo.*
18. Concession Agreement AP-04-05-4-199, dated as of December 31, 2004, as amended by AP-04-05-4-199 E-1 on June 13, 2008, by and between the Authority and El Meson de Felipe, Inc., d/b/a El Meson Sandwiches.
19. Concession Agreement AP-09-10-4-034, dated as of July 15, 2009, by and between the Authority and El Morro Souvenirs Shop, Inc.*
20. Concession Agreement AP-09-10-4-064, dated as of November 23, 2009, by and between the Authority and El Morro Souvenirs Shop, Inc.*
21. Concession Agreement AP-04-05-4-179, dated as of December 31, 2004, by and between the Authority and Enrique Duprey Porrata, d/b/a Fun Stuff.*
22. Concession Agreement AP-11-12-4-034, dated as of September 19, 2011, by and between the Authority and Faith International Corporation, d/b/a Perla's Souvenirs & Things.
23. Concession Agreement AP-11-12-4-035, dated as of September 19, 2011, by and between the Authority and Faith International Corporation, d/b/a Perla's Souvenirs & Things.
24. Concession Agreement AP-04-05-4-202, dated as of December 31, 2004, as amended by AP-04-05-4-202 on September 9, 2008, by and between the Authority and Fasola Corporation, d/b/a Martin's BBQ Rotisserie Chicken.

25. Concession Agreement AP-04-05-4-003, dated as of July 6, 2004, by and between the Authority and Fernando Hernandez Pagan, d/b/a Leather Ranch for Kids.*
26. Concession Agreement AP-05-06-4-080, dated as of January 12, 2006, by and between the Authority and Fernando Hernandez Pagan, d/b/a Leather Ranch.*
27. Concession Agreement AP-09-10-4-043, dated as of August 24, 2009, by and between the Authority and Fernando Hernandez Pagan, d/b/a Leather Ranch.*
28. Concession Agreement AP-10-11-4-026, dated as of August 23, 2010, by and between the Authority and General Retail SH, Inc., d/b/a Island Ice Smoothies.
29. Lease Agreement AP-99-00-4-082, dated as of May 22, 2000, by and between the Authority and Golden Arch Development Corporation.*
30. Concession Agreement AP-04-05-4-197, dated as of December 31, 2004, by and between the Authority and Happy Sweets, Inc., d/b/a Buffalo Wings.
31. Concession Agreement AP-10-11-4-123, dated as of April 26, 2011, by and between the Authority and Loren Airport Corporation, d/b/a Potato Deli.
32. Concession Agreement AP-10-11-4-122, dated as of April 26, 2011, by and between the Authority and Los Quesitos del Aeropuerto, Inc.
33. Lease Agreement AP-10-11-4-084, dated as of January 4, 2011, by and between Maria Orietta Caula, d/b/a The Souvenir's Place.
34. Concession Agreement AP-05-06-4-076, dated as of December 14, 2005, as amended by AP-05-06-4-076 E-1 on May 2, 2008, by and between the Authority and Martinez Amezaga and Associates, Inc.*
35. Lease Agreement AP-00-01-4-034, dated as of December 15, 2000, by and between the Authority and New Millennium Investment Group, Inc.*
36. Lease Agreement AP-03-04-4-124, dated as of December 16, 2003, as amended by AP-03-04-4-124 A-1 on September 13, 2007, by and between the Authority and News and Gift Shop of Puerto Rico LLC.
37. Lease Agreement AP-10-11-4-082, dated as of December 30, 2010, by and between the Authority and Omill Borrero Cofino, d/b/a Los Millones Car Wash.
38. Lease Agreement AP-08-09-4-087, dated as of September 24, 2008, by and between the Authority and P.F. & G.M. International Distributors, Inc./ Medalla Light Store.
39. Concession Agreement AP-09-10-4-124, dated as of May 21, 2010, by and between the Authority and Paner Corporation, d/b/a Pachy's Sweets & More.

40. Concession Agreement AP-10-11-4-054, dated as of November 10, 2010, by and between the Authority, Manuel Garcia, d/b/a Tropical Sweets and Paner Corporation.
41. Concession Agreement AP-10-11-4-053, dated as of November 10, 2010, by and between the Authority and Paner Corporation d/b/a Pachy's Sweets & More.
42. Concession Agreement AP-10-11-4-054, dated as of November 10, 2010, by and between the Authority and Paner Corporation, d/b/a Pachy's Sweets & More.
43. Concession Agreement AP-09-10-4-120, dated as of April 20, 2010 by and between the Authority and Patricio A. Pena Cabrera, d/b/a Don Rey.
44. Concession Agreement AP-10-11-4-061, dated as of November 16, 2010, by and between the Authority and Piccolo Gelatto's Inc. Pt.
45. Concession Agreement AP-10-11-4-061, dated as of November 16, 2010, by and between the Authority and Piccolo Gelatto's Inc. Pt.
46. Lease Agreement AP-11-12-4-142, dated as of May 30, 2012, by and between the Authority and Franscisco Robles Gonzalez, d/b/a Shoe Shine.
47. Concession Agreement AP-11-12-4-149, dated as of June 7, 2012, by and between the Authority and Secure Seal of Puerto Rico, Inc.
48. Concession Agreement AP-09-10-4-125, dated as of May 21, 2010, by and between the Authority and Silver Planet, Inc.
49. Concession Agreement AP-04-05-4-044, undated, as amended by AP-04-05-4-044 E-1 on December 31, 2004, as amended further by AP-04-05-4-044 E-2 on January 25, 2008, and as amended further by AP-04-05-4-044 E-3 on January 25, 2008, by and between the Authority and South American Restaurants Corporation, d/b/a Church's Chicken.*
50. Lease Agreement AP-04-05-4-043, dated as of August 4, 2004, as amended by AP-04-05-4-043 on March 19, 2008, by and between the Authority and Starbucks Coffee Puerto Rico LLC.
51. Concession Agreement AP-05-06-4-105, dated as of March 1, 2006, by and between the Authority and Victor Ruiz Enterprises, Inc., d/b/a Pizza Box.*
52. Concession Agreement AP-04-05-4-046, dated as of August 4, 2004, by and between the Authority and Wendco of PR Inc., d/b/a Wendy's.
53. Concession Agreement AP-07-08-4-088, dated as of October 19, 2007, by and between the Authority and Xyonin, Inc.
54. Concession Agreement AP-10-11-4-105, dated as of March 17, 2011, by and between the Authority and Yocahu Surfwear, Inc.

55. Concession Agreement AP-10-11-4-106, dated as of March 17, 2011, by and between the Authority and Yocahu Surfwear, Inc.
56. Lease Agreement AP-11-12-4-139, dated as of May 18, 2012, by and between the Authority and Primary Care Centers of the USA, Inc.
57. Concession Agreement AP-10-11-4-052, dated as of November 10, 2010, by and between the Authority and Yocahu Surf Wear, Inc.
58. Contract AP-11-12-4-146, dated as of June 5, 2012, by and between the Authority and AIE Tropical, LLC.
59. Contract AP-11-12-4-147, dated as of June 5, 2012, by and between the Authority and Paner Corporation d/b/a Pachy's Sweet and More.
60. Lease Agreement AP-01-02-4-120, dated as of June 26, 2002, by and between the Authority and Avis Rent a Car de Puerto Rico.
61. Lease Agreement AP-07-08-4-172, dated as of April 15, 2008, by and between the Authority and Best Rate Car & Truck Rental, Inc., d/b/a Thrifty Car Rental.
62. Lease Agreement AP-03-04-4-136, dated as of August 1, 2003, as amended by AP-03-04-4-136 A-1 and AP-03-04-4-136 A-2, by and between the Authority and Budget Rent a Car de Puerto Rico Inc.
63. Lease Agreement AP-07-08-4-017, dated as of July 1, 2007, by and between the Authority and Charlie Car Rental.
64. Lease Agreement AP-02-03-4-028, dated a of August 22, 2002, as amended by AP-02-03-4-028 E-1 on June 29, 2004, by and between the Authority and Duffy International Corporation d/b/a National Car Rental.
65. Lease Agreement AP-01-02-4-068, dated as of January 18, 2002, as amended by AP-01-02-4-068 A-1 on July 7, 2004, by and between the Authority and Hertz Corporation.
66. Lease Agreement AP-07-08-4-113, dated as of December 13, 2007, by and between the Authority and More Automotive Products, d/b/a Dollar Rent A Car.
67. Lease Agreement AP-07-08-4-201, dated as of June 5, 2008, by and between the Authority and Prerac, Inc. d/b/a Enterprise Rent a Car.
68. Lease Agreement AP-07-08-4-041, dated as of August 25, 2005, by and between the Authority and Fortune Group Transport, Inc.*
69. Lease Agreement AP-06-07-4-023, dated as of July 7, 2006, by and between the Authority and GMD Airline Service, Inc.*

70. Lease Agreement AP-10-11-4-005, dated as of July 13, 2010, by and between the Authority and Prime Flight Services, Inc.
71. Contract AP-05-06-4-006, dated as of July 28, 2005, by and between the Authority and T&T Cargo Services, Inc.*
72. Lease Agreement AP-07-08-4-143, dated as of March 4, 2008, by and between the Authority and Professional Security Support Corporation.*
73. Lease Agreement AP-04-05-4-083, dated as of September 9, 2004, by and between the Authority and Cargo Services Corporation.
74. Lease Agreement AP-86-87-4-024, dated as of November 17, 1986, as amended by AP-86-87-4-024 E-1 on September 9, 2004, by and between the Authority and Cargo Services Corporation.
75. Cargo Lease Agreement AP-09-10-4-065, dated October 5, 2009, between the Authority and American Airlines, Inc.
76. Equipment Facilities Lease Agreement AP-75-76-4-176, dated June 14, 1976, between the Authority and American Airlines, Inc.
77. Concession Agreement AP-03-04-4-109, dated as of November 25, 2003, by and between the Authority and Roblex Aviation.*
78. Concession Agreement AP-83-84-4-132, dated as of April 30, 1984, as amended by AP-84-85-4-083 E-2/ AP-83-84-4-132 on June 30, 2004, by and between the Authority and Airport Aviation Services, Inc.
79. Lease Agreement AP-09-10-4-123, dated as of May 14, 2010, by and between the Authority and Puerto Rico Air Management Services.
80. Lease Agreement AP-08-09-4-110, dated as of October 8, 2008, by and between the Authority and Esso Standard Oil Company.
81. Lease Agreement AP-10-11-4-109, dated as of March 23, 2011, by and between the Authority and Orocovis Petroleum Corp.
82. Lease Agreement AP-08-09-4-136, dated as of December 4, 2008, by and between the Authority and BP Products North America, Inc.
83. Concession Agreement AP-06-07-4-067, dated as of October 10, 2006, by and between the Authority and Orocovis Petroleum Corporation.
84. Lease Agreement AP-96-97-4-066, dated as of October 28, 1996, by and between the Authority and The Pipelines of Puerto Rico, Inc.*

85. Lease Agreement AP-00-01-4-053, dated as of December 28, 2000, by and between the Authority and the Department of Natural and Environmental Resources.*
86. Lease Agreement AP-93-94-0-018, dated as of June 21, 1993, by and between the Authority and the Federal Aviation Administration.
87. Lease Agreement AP-03-04-4-053, dated as of August 18, 2003, by and between the Authority and the Federal Aviation Administration, Southern Region.*
88. Memorandum of Agreement AP-08-09-088, undated and executed in October 2008, by and between the Authority and the Federal Aviation Administration.
89. Lease Agreement AP-92-93-0-169, dated as of June 21, 1993, as amended by AP-92-93-0-169 E-1 on May 16, 2000, by and between the Authority and the Federal Aviation Administration.
90. Lease Agreement AP-97-98-0-007, dated as of July 1, 1997, as amended by AP-97-98-0-007 A-1 on April 14, 1999, by and between the Authority and the Federal Aviation Administration.*
91. Lease Agreement AP-99-00-0-043, dated as of November 12, 1999, by and between the Authority and the Federal Aviation Administration.
92. Lease Agreement AP-03-04-4-028, dated as of July 29, 2010, by and between the Authority and the Federal Aviation Administration.
93. Lease Agreement AP-99-00-0-047, dated as of December 2, 1999, by and between the Authority and the Federal Aviation Administration.
94. Lease Agreement AP-97-98-4-039, dated as of October 3, 1997, by and between the Authority and the United States General Services Administration.*
95. Lease Agreement AP-02-03-4-092, dated as of December 20, 2002, as amended by AP-02-03-4-092 E-1 on November 25, 2002, and as amended further by AP-08-09-4-111 on November 25, 2007, by and between the United States General Services Administration.
96. Lease Agreement AP-09-10-4-127, dated as of May 26, 2010, as amended by AP-09-10-4-127 A-1 on July 7, 2010, and as amended further by AP-09-10-4-127 A-2 on August 23, 2010, by and between the Authority and the United States General Services Administration.
97. Lease Agreement AP-08-09-4-140, dated as of December 29, 2010, by and between the Authority and Municipality of Carolina.
98. Lease Agreement AP-01-02-4-032, dated as of October 1, 2001, by and between the Authority and the Puerto Rico Police Department.*

99. Lease Agreement AP-01-02-4-087, dated as of March 20, 2010, by and between the Authority and the Puerto Rico Police Department.*
100. Lease Agreement AP-01-02-4-112, dated as of June 3, 2002, as amended by AP-01-02-4-112 A-1 on August 21, 2002, by and between the Authority and the Puerto Rico Police Department.*
101. Lease Agreement AP-04-05-4-207, dated as of December 31, 2004, by and between the Authority and the Puerto Rico Police Department.*
102. Lease Agreement AP-07-08-4-061, dated as of September 10, 2007, by and between the Authority and the Puerto Rico Police Department.
103. Agreement AP-06-07-0-136, dated as of May 25, 2007, by and between the Authority and the Transportation Security Administration.*
104. Agreement AP-07-08-4-191, dated as of April 1, 2008, by and between the Authority and the Transportation Security Administration.
105. Agreement AP-09-10-0-028, dated as of July 9, 2009, by and between the Authority and the Transportation Security Administration.
106. Lease Agreement AP-07-08-4-209, undated, by and between the Authority and the U.S. Postal Service.
107. Lease Agreement AP-03-04-4-219, dated as of May 13, 2004, by and between the Authority and the U.S. Postal Service.
108. Lease Agreement AP-08-09-4-077, dated as of September 9, 2008, by and between the Authority and M & N Aviation, Inc.
109. Agreement AP-95-96-4-063, dated as of October 3, 1995, by and between the Authority and American Parking Systems, Inc.*
110. Lease Agreement AP-95-96-5-063, as amended by AP-95-96-5-063 E-1 on May 8, 2004, and as amended further by Civil Case KAC2008-0386(905) on March 31, 2010, by and between the Authority and American Parking Systems, Inc.
111. Concession Agreement AP-04-05-4-050, dated as of August 9, 2004, by and between the Authority and ABCON Media PR, Inc.*
112. Lease Agreement AP-04-05-4-203, dated as of December 31, 2004, by and between the Authority and Compania de Turismo de Puerto Rico.
113. Lease Agreement AP-11-12-4-018, dated as of August 5, 2011, by and between the Authority and Continental Shipping, Inc.

114. Agreement AP-08-09-4-137, dated as of December 17, 2008, by and between Jose J. Almanza Roman d/b/a Almanza Baggage Delivery Services.*
115. Lease Agreement AP-02-03-4-174, dated as of May 20, 2003, by and between the Authority and Puerto Rico Telephone Company, Inc.*
116. Lease Agreement AP-07-08-4-129, dated as of January 29, 2008, by and between the Authority and Jet Tech, Inc.*
117. Lease Agreement AP-05-06-4-067, dated as of December 6, 2005, by and between the Authority and Gran Airport Support Services & General Contractors Builders, Inc. a/k/a Gran Airport Service, Inc.*
118. Concession Agreement AP-07-08-4-178, dated as of May 1, 2008, by and between the Authority and Federacion de Taxistas de Puerto Rico.*
119. Lease Agreement AP-07-08-4-077, dated as of October 1, 2007, by and between the Authority and CCPR Services, Inc.*
120. Lease Agreement AP-06-07-4-064, dated as of October 2, 2006, by and between the Authority and Airport Travel & Tours, Inc.*
121. Lease Agreement AP-02-03-4-161, dated as of April 17, 2003, by and between the Authority and Aeronautical Radio, Inc.*
122. Lease Agreement AP-05-06-4-098, dated as of February 13, 2006, by and between the Authority and QMC Transit, Inc.
123. Concession Agreement AP-11-12-4-153, dated as of June 19, 2012, by and between the Authority and Cooperativa de Servicios de Equipaje.
124. Lease Agreement AP-09-10-4-061, dated as of December 2, 2009, as amended by AP-09-10-4-061 E-1, by and between the Authority and Sharon Travel & Tours Corp.*
125. Agreement AP-03-04-4-198, dated as of April 23, 2004, as amended by AP-03-04-4-198 E-1 on February 1, 2007, and as amended further by AP-03-04-4-198 E-2 on October 31, 2008, by and between the Authority and Trans AD Puerto Rico, Inc.
126. Lease Agreement AP-09-10-4-101, dated as of March 1, 2010, by and between the Authority and Vortex Aviation Maintenance, Inc.
127. Agreement AP-11-12-4-032, dated as of September 1, 2011, by and between the Authority and Wladimir Castro Alvarez, d/b/a Castro's Baggage Delivery Services.
128. Contract Agreement AP-90-91-5-187, dated as of May 23, 1991, by and between the Authority and the Puerto Rico Electric Power Authority.

129. Contract Agreement AP-09-10-5-038, dated as of June 30, 2009, by and between the Authority and Perfect Cleaning Services, Inc.
130. Contract Agreement AP-90-91-5-041, dated as of August 1, 2009, by and between the Authority and St. James Security Services, Inc.
131. Contract AP-11-12-5-029, dated as of September 1, 2011, by and between the Authority and Kristal Ambulance Corp.
132. Contract Agreement AP-09-10-5-081, dated as of December 23, 2009, by and between the Authority and Tamrio, Inc.
133. Professional Services Agreement AP-11-12-5-136, dated as of May 17, 2012, by and between the Authority and Atkins Caribe, LLP.
134. Professional Services Agreement AP-11-12-5-072, dated as of November 14, 2011, by and between the Authority and Atkins Caribe, LLP, as amended by that certain Supplementary Agreement AP-11-12-5-072 A-1, dated June 21, 2012.
135. Professional Services Agreement AP-11-12-5-138, dated as of May 17, 2012, by and between the Authority and Willmer Engineering, Inc.

* Denotes that the contract may have expired pursuant to its terms.

SCHEDULE 3
FORM OF USE AGREEMENT

[See Attached]

SCHEDULE 4

SECTION 9.1(g) DISCLOSURES

1. Airport Catering Services, Inc. and Airport Shoppes Corporation v. the Puerto Rico Ports Authority; Case No. K-AC2011-0926.
2. Airport Catering Services, Inc. and Airport Shoppes Corporation v. Puerto Rico Ports Authority; Case No. K-AC2011-0984.
3. Airport Catering Services, Inc. and Airport Shoppes Corporation v. Puerto Rico Ports Authority; Case No. K-AC2011-1056.
4. Government of the Autonomous Municipality of Carolina v. Puerto Rico Ports Authority; Case No. FDP 02-689 (402).
5. Threatened litigation by Alliance Duty Free, Inc. in respect of contract AP-00-01-4-007 as described in a letter dated November 22, 2011 from counsel to Alliance Duty Free, Inc. to the Authority.

SCHEDULE 5

CERTAIN LMM AIRPORT FACILITY CONTRACTS

Part A

1. Concession Agreement AP-83-84-4-094, dated as of February 8, 1984, as amended by AP-83-84-4-094 E-1 on October 28, 1986, as amended further by AP-83-84-4-094 A-2 on March 4, 1991, as amended further by AP-83-84-4-094 E-3 on May 14, 1993, as amended further by AP-83-84-4-094 A-4 on May 12, 1997, as amended further by AP-83-84-4-094 E-5 on September 9, 2004, as amended further by AP-83-84-4-094 A-6 on March 10, 2008, and as amended further by AP-83-84-4-094 A-7 on December 14, 2008, by and between the Authority and Airport Catering Services Corporation.
2. Lease Agreement AP-00-01-4-007, dated as of August 11, 2000, as amended by AP-00-01-4-077 E-1 on March 7, 2003, as amended further by AP-00-01-4-077 E-2 on December 5, 2003, as amended further by AP-00-01-4-077 E-2 on December 8, 2006, and as amended further by AP-00-01-4-077 E-4 on December 12, 2008, by and between the Authority and Alliance Duty Free, Inc.
3. Agreement AP-03-04-4-198, dated as of April 23, 2004, as amended by AP-03-04-4-198 E-1 on February 1, 2007, and as amended further by AP-03-04-4-198 E-2 on October 31, 2008, by and between the Authority and Trans AD Puerto Rico, Inc.

Part B

1. Concession Agreement AP-83-84-4-094, dated as of February 8, 1984, as amended by AP-83-84-4-094 E-1 on October 28, 1986, and as amended further by AP-83-84-4-094 A-2 on March 4, 1991, by and between the Authority and Airport Catering Services Corporation.
2. Lease Agreement AP-00-01-4-007, dated as of August 11, 2000, and as amended by AP-00-01-4-077 E-1 on March 7, 2003, by and between the Authority and Alliance Duty Free, Inc.

SCHEDULE 6

FORM OF LETTER OF CREDIT

ISSUER: [●] [*Must be Member of the New York Clearing House Association*]

PLACE FOR PRESENTATION OF DRAFT IN PROGRESS: [*Name and Address of Bank/Branch—MUST be NEW YORK, NEW YORK Bank/Branch or SAN JUAN, PUERTO RICO Bank/Branch*]

APPLICANT: [●]

BENEFICIARY: PUERTO RICO PORTS AUTHORITY [●]

LETTER OF CREDIT NUMBER: [●]

PLACE AND DATE OF ISSUE: [●]

AMOUNT: [●]

EXPIRATION DATE: [●]

Issuer hereby issues this Irrevocable Standby Letter of Credit (this “Letter of Credit”) in favor of Beneficiary in the amount of [*words*] United States Dollars (US\$[*numbers*]) (the “Stated Amount”). Funds under this Letter of Credit are available to Beneficiary upon Beneficiary’s presentation to Issuer of one or more sight drafts drawn on Issuer for a sum or sums in an aggregate amount not exceeding the Stated Amount. Any sight draft under this Letter of Credit shall identify this Letter of Credit by the name of Issuer and the Letter of Credit number, amount, and place and date of issue. Such sight draft shall be signed by [*an officer of Beneficiary*] or his designee and shall contain a statement that Beneficiary is entitled to make such draw or shall be accompanied by a signed statement of [*an officer of Beneficiary*] to the same effect.

This Letter of Credit shall be honored by Issuer if presented at [*NEW YORK, NEW YORK Bank/Branch or SAN JUAN, PUERTO RICO Bank/Branch—Name & Address*] on or before [●] (the “Expiration Date”). The obligations of Issuer hereunder are primary obligations to Beneficiary and shall not be affected by the performance or non-performance by [*Name of Applicant*] under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against [*Name of Applicant*]. [*Name of Applicant*] is not the beneficiary under this Standby Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. This Letter of Credit shall terminate on the earlier of (i) the close of business on the Expiration Date and (ii) the date on which Issuer has honored one or more draws in the full amount of the Stated Amount. This Letter of Credit may not be transferred by Beneficiary to any other person. Drawings by facsimile to facsimile number [●] are acceptable (each such drawing, a “Fax Drawing”), *provided, however*, that a Fax Drawing will not be effectively

presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number [●]. Issuer will acknowledge Beneficiary's presentment by electronic mail to the electronic mail address provided to Issuer in the Fax Drawing.

[This Letter of Credit shall be automatically extended for successive periods of one year, without amendment, from the stated Expiration Date and each extended date of expiration unless Issuer sends Beneficiary written notice of its intent not to extend the credit; which notice must be sent at least 30 days prior to the expiration of the original term hereof or any extended one year term, by registered or certified mail or overnight courier, to the Puerto Rico Ports Authority at [●] or any other address specified in writing to Issuer at the above address by the Puerto Rico Ports Authority. Notice to the Puerto Rico Ports Authority that this Letter of Credit will not be extended shall be deemed a default.]¹

To the extent not inconsistent with the express provisions hereof, this Letter of Credit is subject to the rules of the *International Standby Practices ISP98* ("ISP98"), as interpreted under the laws of the State of New York, and shall, as to matters not governed by the ISP98, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.²

With respect to any suit, action or proceedings relating to this Letter of Credit ("Proceedings"), Issuer irrevocably: (i) submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Issuer.³

Signature Pages Follow

¹ **NOTE TO LESSEE:** For purposes of the Closing LOC contemplated by Section 2.3(a) of the Agreement, this paragraph (which appears intentionally in brackets) shall not be required; *provided, however*, that this paragraph shall appear in the Letter of Credit contemplated by Section 16.3 of the Agreement.

² **NOTE TO LESSEE:** If the Lessee sources this Letter of Credit from a bank incorporated in the Commonwealth of Puerto Rico, then the Lessee may replace this paragraph with the following: "To the extent not inconsistent with the express provisions hereof, (i) this Letter of Credit is subject to the rules of the *International Standby Practices ISP98* ("ISP98"), as interpreted under the laws of the Commonwealth of Puerto Rico and (ii) as to matters not governed by the ISP98, this Letter of Credit shall be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to principles of conflicts of law."

³ **NOTE TO LESSEE:** If the Lessee has elected pursuant to the immediately preceding footnote to include in this Letter of Credit the language set forth therein, then this paragraph shall be replaced by the following: "Issuer irrevocably: (i) submits to the exclusive jurisdiction of the Commonwealth Court of First Instance, San Juan Part, in the Commonwealth of Puerto Rico; and (ii) waives any objection which Issuer may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Issuer."

Issuer:

By: _____

Name: [●]

Title: [●]

(Authorized Signatory of Issuer)

SCHEDULE 7

LMM AIRPORT FACILITY ASSETS

1. The LMM Airport Facility Assets include all tools, equipment, supplies, furniture, vehicles, fixtures, information technology hardware, information technology software and spare parts owned by the Authority that are located at the LMM Airport Facility and used solely in connection with LMM Airport Facility Operations as of the Date of this Agreement.

2. Notwithstanding the foregoing, the LMM Airport Facility Assets do not include such tools, equipment, supplies, furniture, vehicles, fixtures, information technology hardware, information technology software and spare parts owned by the Authority and located at the LMM Airport Facility that have been used as of the Date of this Agreement and will be used during the Term by the Authority in connection with those activities and services that the Authority is obligated to perform in accordance with this Agreement, including the services described in Section 3.17 of this Agreement.

SCHEDULE 8

SWORN STATEMENT FOR CLOSING

UNITED STATES OF AMERICA)
STATE OF _____) SS
CITY OF _____)

[Name of Representative], of legal age, married (or single), and a resident of _____, _____, in his (her) capacity as _____ of [Name of Lessee] (the “Lessee”), Employer Identification Number _____, being duly sworn, deposes and certifies that, as of the date of this Sworn Statement:¹

1. The principal office of the Lessee is located at _____.

2. The Lessee [has filed all] [has not had to file any] income tax returns with the Department of the Treasury of the Commonwealth of Puerto Rico during the past five years.

3. The Lessee does not have any Tax Debts with the Commonwealth of Puerto Rico, nor any of its instrumentalities or political subdivisions. The term “Tax Debt” means any debt for (i) income taxes, (ii) sales and use taxes, (iii) excise taxes, (iv) real or personal property taxes, (v) municipal license taxes (“patente”), (vi) special taxes levied, (vii) license rights, (viii) tax withholdings for payment of salaries, professional service fees, interests, dividends, rents or profits, (ix) unemployment or disability insurance premiums, (x) workers compensation payments or (xi) premiums for social security for chauffeurs.

4. The Lessee is familiar with the provisions of Act No. 84 of the Legislative Assembly of Puerto Rico enacted on June 18, 2002, as amended, known as the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico (“Act 84”), a copy of which is available at the Authority’s website: <http://www.p3.gov.pr>.

5. Neither the Lessee nor any of its directors, officers, shareholders, or subsidiaries, nor its parent company, nor in the case of a partnership, any of its partners, nor any person or entity that may be considered an *alter ego* of the Lessee (each a “Covered Party”), has been convicted, has entered a guilty plea or has been indicted, nor has probable cause been found for their arrest, in any criminal proceeding in the courts of the Commonwealth of Puerto Rico, the Federal courts of the United States, or the courts of any jurisdiction of the United States or a foreign country, of criminal charges related to acts of corruption or to any of the following crimes: a crime against public integrity, as defined in the Commonwealth of Puerto Rico Penal Code, embezzlement of public funds, a crime against the public treasury, public trust, public function or involving the wrongful use of public funds or property, any of the crimes enumerated in Act No. 458 of the Legislative Assembly of Puerto Rico enacted on December 29, 2000, as

¹ All capitalized terms used in this Sworn Statement that are not defined herein are used as defined in the Request for Proposals issued to Proponents on October 24, 2011, as supplemented and amended, in relation to the Acquisition of a Concession to Finance, Operate, Maintain and Improve the Luis Muñoz Marín International Airport.

amended (“Act 458”), or under the Foreign Corrupt Practices Act; nor is any Covered Party under investigation in any legislative, judicial or administrative proceedings, in the Commonwealth of Puerto Rico, the United States or any other country.

6. The Lessee is in compliance and will continue to comply at all times with all federal, state, local and foreign laws applicable to the Lessee that prohibit corruption or regulate crimes against public functions or public funds, including the Foreign Corrupt Practices Act.

7. The Lessee is in compliance with the provisions of the Authority’s Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, a copy of which is available at the Authority’s website: <http://www.p3.gov.pr>.

In _____, _____, this _____ day of _____, _____.

[LESSEE]

By:

Sworn and subscribed to before me by _____,
of the above stated personal circumstances, in his (her) capacity as _____
of _____, who is personally known to me.

In _____, _____, this _____ day of _____, _____.

SCHEDULE 9A

**FORM OF LEGAL OPINION OF THE GENERAL COUNSEL OF THE PUERTO RICO
PORTS AUTHORITY**

[_____], 2012

Ladies and Gentlemen:

I am the General Counsel of the Puerto Rico Ports Authority (“PRPA”) and I am rendering this opinion in connection with the execution of the Luis Muñoz Marín International Airport (the “Airport”) Lease Agreement, dated as of [_____], 2011 (the “Lease Agreement”), by and between PRPA and you as Lessee (the “Lessee”); and the Airport Use Agreements dated as of [_____], 2012 (the “Airport Use Agreements” and together with the Lease Agreement, the “Agreements”), by and among PRPA, the Lessee, and the Signatory Airlines that are parties thereto. This opinion is being delivered to you pursuant to Section 2.4(a)(iv) of the Lease Agreement. Capitalized terms used and not otherwise defined herein shall have their respective meanings set forth in the Lease Agreement.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of (i) the Agreements and (ii) Act No. 29 of the Legislative Assembly of Puerto Rico enacted on June 8, 2009, as amended (the “Act”). In rendering my opinion, I have also examined originals or copies, certified or otherwise identified to my satisfaction, of the following documents: (w) a certificate executed by the Executive Director of PRPA of even date herewith as to certain factual matters, (x) a copy of the Act, certified by the Secretary of State of the Commonwealth; (y) **[PRPA board meeting minutes approving the Agreements]**; and (z) approval by the Board of Directors of the Public-Private Partnerships Authority of Puerto Rico and the Governor (or his designee) of the Lease Agreement as required by Article 9(g) of the Act.

In rendering this opinion, I also have examined such certificates of public officials, documents and records and other certificates and instruments as I have deemed necessary for the purposes of the opinion herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. I have made such examination of the laws of the Commonwealth as I deemed relevant for purposes of this opinion, but I have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the Commonwealth.

I have relied upon and assumed the truth and accuracy of the representations, certifications and warranties made in the Agreements, and have not made any independent investigation or verification of any factual matters stated or represented therein. Whenever my opinion or confirmation herein with respect to the existence or absence of facts is indicated to be based upon my knowledge or belief, it is intended to signify that no information has come to my attention that would give me actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, I accept no responsibility to make any such investigation, and no inference as to my knowledge of the existence or absence of such facts or circumstances or of my having made any independent review thereof should be drawn from my representation of PRPA.

In rendering this opinion letter to you, I have assumed with your permission:

1. The genuineness of all signatures, the legal capacity of natural persons executing the Agreements (other than those of the PRPA), whether on behalf of themselves or other persons or entities, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the authenticity of the originals of such copies and the completeness of all records of corporate proceedings provided to me.

2. All official public records (including their proper indexing and filing) furnished to or obtained by me, electronically or otherwise, are accurate, complete and authentic.

3. The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the Agreements are or will be identical in all material and relevant respects with the copies of the documents I have examined and on which this opinion is based.

4. The Lessee and each Signatory Airline (i) has been organized, is validly existing, and where applicable is in good standing under its jurisdiction of incorporation or organization, as the case may be, (ii) has full power and authority to enter into, execute, deliver, receive, and perform the applicable Agreements, and (iii) is qualified to do business in the Commonwealth.

5. The entry into, execution, delivery, receipt, and performance of the Agreements by the parties thereto (other than the PRPA) has been duly authorized by all requisite action on the part of such parties.

6. The Agreements will be duly entered into, executed, received and delivered by the parties thereto (other than the PRPA), and upon such execution and delivery constitutes the legal, valid and binding obligation of such parties, so that the Agreements have mutuality of binding effect on the parties thereto.

7. The respective factual representations, statements and warranties made in the Agreements, and in the other documents that I have reviewed, and upon which I have relied, are accurate, complete and truthful.

8. The execution and delivery of the Agreements by each of the parties thereto will be free of intentional or unintentional mistake, misrepresentation, concealment, fraud, undue influence, duress or criminal activity.

9. The Agreements have not been amended or modified by oral or written agreement or by conduct of the parties thereto.

10. Each party to the Agreements will at all times exercise its rights and remedies under the Agreements in good faith and in a manner that is commercially reasonable.

Based on and subject to the foregoing and the qualifications, exceptions and limitations referred to below, I am of the opinion that, on the date hereof:

(a) PRPA has been duly created and is a validly existing body corporate and politic under and by virtue of the laws of the Commonwealth.

(b) PRPA has duly authorized and approved (i) its execution and delivery of the Agreements, and (ii) the performance by PRPA of its obligations contained in the Agreements. PRPA has the corporate power and corporate authority under Commonwealth law to enter into the Agreements and to do all acts and things and execute and deliver all other documents as are required under the Agreements to be done, observed or performed by PRPA in accordance with the terms thereof.

I The Agreements have been duly authorized, executed and delivered by PRPA and constitute valid and legally binding obligations of PRPA, enforceable against PRPA in accordance with the terms thereof.

(d) The Airport is not subject to any real property taxes.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation.

1. The legality, validity and enforceability of the Agreements and the opinion expressed in paragraph I above may be limited or otherwise affected by:

a. bankruptcy, insolvency, reorganization, liquidation, readjustment of debt, receivership, moratorium, fraudulent conveyance, equitable subordination, equity of redemption, recharacterization or other similar legal principles now or hereafter in effect governing or affecting the rights and remedies of debtors and creditors generally, or general principles of equity, regardless of whether considered in a proceeding at law or in equity;

b. applicable laws or judicial decisions of the Commonwealth, which may render certain of the rights, remedies, waivers, and attorney-in-fact appointments contained therein unenforceable or ineffective, but the inclusion of which do not

render the Agreements invalid as a whole or make the remedies generally afforded thereunder inadequate for the practical realization of the principal benefits intended to be provided by those documents; and/or

c. the concepts of good faith and fair dealing, materiality and reasonableness, regardless of whether considered in a proceeding at law or in equity.

Notwithstanding the foregoing and without limiting the generality of the foregoing exceptions, I express no opinion with respect to (a) the availability of the remedies of specific performance or injunctive relief, (b) the availability of ex parte remedies and other self-help or non-judicial relief or (c) the legality, validity, binding effect, or enforceability of provisions that provide for an event of default or availability of remedies predicated solely upon commencement of bankruptcy, reorganization or similar proceedings with respect to PRPA.

2. Without limiting the generality of any other exception, limitation or qualification, I express no opinion in this letter with respect to (i) the enforceability of a set-off right, (ii) the application of any law, statute, rule or regulation relating to the environment, health or safety, (iii) any law, statute, rule, or regulation that may apply to any party as a result of its activities in the Commonwealth that are not directly related to the transactions contemplated by the Agreements, (iv) the enforceability of any provision of the Agreements pertaining to consent to jurisdiction in so far as it relates to federal courts or agreements stating that failure to exercise or delay in exercising rights will not operate as a waiver of the right or remedy, (v) the enforceability of any provisions of the Agreements to the extent that any recovery of attorneys' fees is not limited to reasonable attorneys' fees, and (vi) the validity or enforceability of any purported waiver or purported consent relating to any other rights of any party, or duties owed to any of them, existing as a matter of law, including without limitation the purported waiver of any party's right to a jury trial.
3. I have not considered and do not express an opinion with respect to (i) any federal or state (including the Commonwealth) securities or antitrust laws and regulations, (ii) the power and authority of the Lessee and the Signatory Airlines to enter into the applicable Agreements or to carry out the transactions contemplated thereby or (iii) the possible application of or compliance with various building codes, zoning ordinances, permit requirements, environmental, health or safety laws and other similar statutes, laws, ordinances, codes and regulations affecting the construction, condition and/or use of the Airport. My opinions set forth in this letter are expressly subject to the effect of the application of all federal and state (including the Commonwealth) antitrust laws and regulations.
4. I express no opinion as to the applicability to the transactions contemplated by the Agreements of Section 548 of the United States Bankruptcy Code relating to fraudulent transfers or obligations, and the opinions expressed herein are limited by and subject to the application of those statutes.

The opinions expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. I do not undertake to advise you of any matter within the scope of this letter that comes to my attention after the date of this letter and disclaim any responsibility to advise you of any future changes in law or fact that may affect the opinions set forth herein. I express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

I am informed that you are relying on this opinion letter in connection with the consummation of the actions and transactions contemplated by the Agreements. The foregoing opinion shall not be relied upon for any other purpose or by any other party (other than [_____], as administrative agent for a group of lenders, in connection with loans made to the Lessee by such lenders). The use or reliance upon this opinion letter by any other person or entity without my prior written consent is strictly prohibited.

Very truly yours,

SCHEDULE 9B

FORM OF LEGAL OPINION OF GDB GENERAL COUNSEL

[_____], 2012

Ladies and Gentlemen:

I am the General Counsel of Government Development Bank for Puerto Rico (“GDB”). Reference is made to the Luis Muñoz Marín International Airport (the “Airport”) Lease Agreement, dated as of [_____], 2012 (the “Agreement”), by and between the Puerto Rico Ports Authority (“PRPA”) and you as Lessee (the “Lessee”). Pursuant to Section 2.4(a)(iv)(B) of the Agreement, I am rendering this opinion in connection with the execution and delivery by GDB of the GDB Payment Guaranty. Capitalized terms used and not otherwise defined herein shall have their respective meanings set forth in the Agreement.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of (i) the GDB Payment Guaranty, (ii) the Agreement, and (iii) Act No. 29 of the Legislature of Puerto Rico approved on June 8, 2009 (the “Act”). In rendering my opinion, I have also examined originals or copies, certified or otherwise identified to my satisfaction, of the following documents: (x) a copy of the Act, certified by the Secretary of State of the Commonwealth; (y) resolutions of the Board of Directors of GDB approving the GDB Payment Guaranty and (z) approval by the Board of Directors of PRPA and the Puerto Rico Public Private Partnerships Authority and by the Governor (or his designee) of the Agreement and the Partnership Committee Report as required by Article 9(g) of the Act.

In rendering this opinion, I also have examined such certificates of public officials, documents and records and other certificates and instruments as I have deemed necessary for the purposes of the opinions herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. I have made such examination of the laws of the Commonwealth as I deemed relevant for purposes of this opinion, but I have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the Commonwealth.

I have relied upon and assumed the truth and accuracy of the representations, certifications and warranties made in the GDB Payment Guaranty, and have not made any independent investigation or verification of any factual matters stated or represented therein. Whenever my opinion or confirmation herein with respect to the existence or absence of facts is

indicated to be based upon my knowledge or belief, it is intended to signify that no information has come to my attention that would give me actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, I accept no responsibility to make any such investigation, and no inference as to my knowledge of the existence or absence of such facts or circumstances or of my having made any independent review thereof should be drawn from my representation of GDB.

In rendering this opinion letter to you, I have assumed with your permission:

1. The genuineness of all signatures, the legal capacity of natural persons executing the GDB Payment Guaranty, whether on behalf of themselves or other persons or entities, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the authenticity of the originals of such copies and the completeness of all records of corporate proceedings provided to me.

2. All official public records (including their proper indexing and filing) furnished to or obtained by me, electronically or otherwise, are accurate, complete and authentic.

3. The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the GDB Payment Guaranty are or will be identical in all material and relevant respects with the copies of the documents I have examined and on which this opinion is based.

4. The Lessee (i) has been duly organized, is validly existing, and where applicable, is in good standing under its jurisdiction of incorporation or organization, as the case may be, (ii) has full power and authority to enter into, execute, deliver, receive and perform the GDB Payment Guaranty, and (iii) is qualified to do business in the Commonwealth.

5. PRPA has been duly created and is a validly existing body corporate and politic under and by virtue of the laws of the Commonwealth.

6. The entry into, execution, delivery, receipt and performance of the GDB Payment Guaranty by each of the Lessee and PRPA have been duly authorized by all requisite action on the part of the Lessee and PRPA.

7. The GDB Payment Guaranty will be duly entered into, executed, received and delivered by each of the Lessee and PRPA, and upon such execution and delivery constitutes the legal, valid and binding obligation of each of the Lessee and PRPA, so that the GDB Payment Guaranty has mutuality of binding effect on the parties thereto.

8. The factual representations, statements and warranties of GDB in the GDB Payment Guaranty, and in the other documents that I have reviewed, and upon which I have relied, are accurate, complete and truthful.

9. The execution and delivery of the GDB Payment Guaranty by all parties thereto will be free of intentional or unintentional mistake, misrepresentation, concealment, fraud, undue influence, duress or criminal activity.

10. The GDB Payment Guaranty has not been amended or modified by oral or written agreement or by conduct of the parties thereto.

11. Each party to the GDB Payment Guaranty will at all times exercise its rights and remedies under the GDB Payment Guaranty in good faith and in a manner that is commercially reasonable.

Based on and subject to the foregoing and the qualifications, exceptions and limitations referred to below, I am of the opinion that, on the date hereof:

(a) GDB has been duly created and is a validly existing body corporate and politic under and by virtue of the laws of the Commonwealth.

(b) GDB has duly authorized and approved (i) its execution and delivery of the GDB Payment Guaranty, and (ii) the performance by GDB of its obligations contained in the GDB Payment Guaranty. GDB has the corporate power and corporate authority under the laws of the Commonwealth to enter into the GDB Payment Guaranty and to do all acts and things and execute and deliver all other documents as are required under the GDB Payment Guaranty to be done, observed or performed by GDB in accordance with the terms thereof.

(c) The GDB Payment Guaranty has been duly authorized, executed and delivered by GDB and constitutes a valid and legally binding obligation of GDB, enforceable against GDB in accordance with the terms thereof.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation.

1. The legality, validity and enforceability of the GDB Payment Guaranty and the opinion expressed in paragraph (c) above may be limited or otherwise affected by:
 - a. bankruptcy, insolvency, reorganization, liquidation, readjustment of debt, receivership, moratorium, fraudulent conveyance, equitable subordination, equity of redemption, recharacterization or other similar legal principles now or hereafter in effect governing or affecting the rights and remedies of debtors and creditors generally, or general principles of equity, regardless of whether considered in a proceeding at law or in equity;
 - b. applicable laws or judicial decisions of the Commonwealth which may render certain of the rights, remedies, waivers, and attorney-in-fact appointments contained therein unenforceable or ineffective, but the inclusion of which do not render the GDB Payment Guaranty invalid as a

whole or make the remedies generally afforded thereunder inadequate for the practical realization of the principal benefits intended to be provided by those documents; and/or

- c. the concepts of good faith and fair dealing, materiality and reasonableness, regardless of whether considered in a proceeding at law or in equity.

Notwithstanding the foregoing and without limiting the generality of the foregoing exceptions, I express no opinion with respect to (a) the availability of the remedies of specific performance or injunctive relief, (b) the availability of *ex parte* remedies and other self-help or non-judicial relief, or (c) the legality, validity, binding effect, or enforceability of provisions that provide for an event of default or availability of remedies predicated solely upon commencement of bankruptcy, reorganization or similar proceedings with respect to GDB.

2. Without limiting the generality of any other exception, limitation or qualification, I express no opinion in this letter with respect to (i) the enforceability of a set-off right, (ii) the application of any law, statute, rule or regulation relating to the environment, health or safety, (iii) any law, statute, rule, or regulation that may apply to any party as a result of its activities in the Commonwealth that are not directly related to the transactions contemplated by the GDB Payment Guaranty, (iv) the enforceability of any provision of the GDB Payment Guaranty pertaining to consent to jurisdiction in so far as it relates to federal courts or agreements stating that failure to exercise or delay in exercising rights will not operate as a waiver of the right or remedy, (v) the enforceability of any provisions of the GDB Payment Guaranty to the extent that any recovery of attorneys' fees is not limited to reasonable attorneys' fees, and (vi) the validity or enforceability of any purported waiver or purported consent relating to any other rights of any party, or duties owed to any of them, existing as a matter of law, including without limitation the purported waiver of any party's right to a jury trial.
3. I have not considered and do not express an opinion with respect to (i) any federal or state (including the Commonwealth) securities or antitrust laws and regulations, or (ii) the power and authority of each party to the GDB Payment Guaranty (other than GDB) to enter into the GDB Payment Guaranty or to carry out the transactions contemplated thereby. My opinions set forth in this letter are expressly subject to the effect of the application of all federal and state (including the Commonwealth) antitrust laws and regulations.
4. I express no opinion as to the applicability to the transactions contemplated by the GDB Payment Guaranty of Section 548 of the United States Bankruptcy Code relating to fraudulent transfers or obligations, and the opinions expressed herein are limited by and subject to the application of those statutes.

The opinions expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. I do not undertake to advise you of any matter within the scope of this letter that comes to my attention after the date of this letter and disclaim any responsibility to advise you of any future changes in law or fact that may affect the

opinions set forth herein. I express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

I am informed that you are relying on this opinion letter in connection with the consummation of the actions and transactions contemplated by the GDB Payment Guaranty and the Agreement. The foregoing opinion shall not be relied upon for any other purpose or by any other party (other than [●], as administrative agent for a group of lenders, in connection with loans made to the Lessee by such lenders). The use or reliance upon this opinion letter by any other person or entity without my prior written consent is strictly prohibited.

Very truly yours,

SCHEDULE 10

LEGAL OPINION OF THE LESSEE

[Letterhead of Counsel to the Lessee]

[Closing Date]

Ladies and Gentlemen:

We have acted as special counsel to [____], a [____] organized and existing under the laws of [____] (the “Lessee”) in connection with the execution of the Luis Muñoz Marín International Airport Lease Agreement, dated as of [____], 2011 (the “Agreement”), by and between the Puerto Rico Ports Authority (the “Authority”) and the Lessee. This opinion is being delivered to you pursuant to Section 2.4(b)(iii) of the Agreement. Capitalized terms used and not otherwise defined herein shall have their respective meanings set forth in the Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Agreement and (ii) such other records and writings as we have deemed necessary as the basis of the opinions set forth herein.

In rendering this opinion, we also have examined such certificates of public officials, documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinion herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. We have made such examination of the laws of the Commonwealth as we deemed relevant for purposes of this opinion, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the Commonwealth.

We have relied upon and assumed the truth and accuracy of the representations, certifications and warranties made in the Agreement, and have not made any independent investigation or verification of any factual matters stated or represented therein. Whenever our opinion or confirmation herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or belief, it is intended to signify that no information has come to the attention of the members of our firm actively working on the Agreement that would give any of them actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, we accept no responsibility to make any such investigation, and no inference as to our knowledge of the existence or absence of such facts or circumstances or of our having made any independent review thereof should be drawn from our representation of the Lessee.

In rendering this opinion letter to you, we have assumed with your permission:

1. The genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us via facsimile or otherwise as

certified, conformed or photostatic copies, and the completeness of all records of corporate proceedings provided to us.

2. All official public records (including their proper indexing and filing) furnished to or obtained by us, electronically or otherwise, are accurate, complete and authentic.

3. The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the Agreement are or will be identical in all material and relevant respects with the copies of the documents we have examined and on which this opinion is based.

4. The Authority has been duly created and is a validly existing body corporate and politic created under the laws of the Commonwealth.

5. The entry into, execution, delivery, receipt, and performance of the Agreement by the Authority has been duly authorized by all requisite action on the part of the Authority.

6. The Agreement will be duly entered into, executed, received and delivered by the Authority, and upon such execution and delivery constitutes the legal, valid and binding obligation of the Authority, so that the Agreement has mutuality of binding effect on the parties thereto.

7. The respective factual representations, statements and warranties of the Authority made in the Agreement, and in the other documents that we have reviewed, and upon which we have relied, are accurate, complete and truthful.

8. The execution and delivery of the Agreement by each of the parties thereto will be free of intentional or unintentional mistake, misrepresentation, concealment, fraud, undue influence, duress or criminal activity.

9. The Agreement has not been amended or modified by oral or written agreement or by conduct of the parties thereto.

10. Each party to the Agreement will at all times exercise its rights and remedies under the Agreement in good faith and in a manner that is commercially reasonable.

Based on and subject to the foregoing and the qualifications referred to below, we are of the opinion that, on the date hereof:

(a) The Lessee is duly organized, validly existing and in good standing as [_____] under the laws of [_____].

(b) The Lessee has the power and authority to enter into the Agreement and to do all acts and things and execute and deliver all other documents as are required under

the Agreement to be done, observed or performed by the Lessee in accordance with the terms thereof.

(c) The Lessee has duly authorized, executed and delivered the Agreement, and the Agreement constitutes a valid and legally binding obligation of the Lessee, enforceable against it in accordance with the terms hereof.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation.

1. The legality, validity and enforceability of the Agreement and the opinion expressed in paragraph (c) above may be limited or otherwise affected by:
 - a. bankruptcy, insolvency, reorganization, liquidation, readjustment of debt, receivership, moratorium, fraudulent conveyance, equitable subordination, equity of redemption, recharacterization or other similar legal principles now or hereafter in effect governing or affecting the rights and remedies of debtors and creditors generally, or general principles of equity, regardless of whether considered in a proceeding at law or in equity;
 - b. applicable laws or judicial decisions of the Commonwealth, which may render certain of the rights, remedies, waivers, and attorney-in-fact appointments contained therein unenforceable or ineffective, but the inclusion of which do not render the Agreement invalid as a whole or make the remedies generally afforded thereunder inadequate for the practical realization of the principal benefits intended to be provided by those documents; and/or
 - c. the concepts of good faith and fair dealing, materiality and reasonableness, regardless of whether considered in a proceeding at law or in equity.

Notwithstanding the foregoing and without limiting the generality of the foregoing exceptions, we express no opinion with respect to (i) the availability of the remedies of specific performance or injunctive relief, (ii) the availability of *ex parte* remedies and other self-help or non-judicial relief or (iii) the legality, validity, binding effect, or enforceability of provisions that provide for an event of default or availability of remedies predicated solely upon commencement of bankruptcy, reorganization or similar proceedings with respect to the Lessee.

2. Without limiting the generality of any other exception, limitation or qualification, we express no opinion with respect to (i) the enforceability of a set-off right, (ii) the application of any law, statute, rule or regulation relating to the environment, health or safety, (iii) any law, statute, rule, or regulation that may apply to any party as a result of its activities in the Commonwealth that are not directly related to the transactions contemplated by the Agreement, (iv) the enforceability of any provisions of the Agreement to the extent that any recovery of attorneys' fees is not limited to reasonable attorneys' fees, and (v) the validity or enforceability of any purported waiver or purported

consent relating to any other rights of any party, or duties owed to any of them, existing as a matter of law, including without limitation the purported waiver of any party's right to a jury trial.

3. We have not considered and do not express an opinion with respect to (i) any Federal or state (including the Commonwealth) securities and antitrust laws and regulations or (ii) the power and authority of the Authority to enter into the Agreement or to carry out the transactions contemplated thereby.

The opinions expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. We do not undertake to advise you of any matter within the scope of this letter that comes to our attention after the date of this letter and disclaim any responsibility to advise you of any future changes in law or fact that may affect the opinions set forth herein. We express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by you in any other capacity or for any other purpose and may not be used or relied upon by any other Person for any purpose without our express prior written consent.

Very truly yours,

[Counsel to the Lessee]

SCHEDULE 11

CLOSING AGREEMENT

CLOSING AGREEMENT PURSUANT TO THE PUERTO RICO INTERNAL REVENUE CODE OF 1994, AS AMENDED, AND THE INTERNAL REVENUE CODE FOR A NEW PUERTO RICO

This Closing Agreement is made in duplicate under and pursuant to Section 6051.07 of the Internal Revenue Code for a New Puerto Rico of 2011 (the “New P.R. Revenue Code”).

APPEAR

HONORABLE _____, in [his] [her] capacity as Secretary of the Treasury of the Government of Puerto Rico (the “Secretary”), represented herein by _____, Undersecretary of the Treasury of the Government of Puerto Rico;

PUERTO RICO PORTS AUTHORITY (the “Authority”), an instrumentality of the Government of Puerto Rico, represented herein by its Executive Director, _____, who has been duly designated by the Authority to act on its behalf and to represent it before the Department of the Treasury of the Government of Puerto Rico (the “Department”); and

_____, a company organized under the laws of _____ (the “Lessee”), represented herein by its _____, _____, who has been duly designated by the Lessee to act on its behalf.

WITNESSETH

The parties state that in accordance with the provisions of the New P.R. Revenue Code, they have full legal capacity to enter into this Agreement and they further state as follows:

REPRESENTATIONS

1. The Lessee has entered into a Lease Agreement (the “Lease Agreement”) with the Authority, pursuant to Act No. 29 of the Legislative Assembly of Puerto Rico enacted on June 8, 2009, as amended (the “Public Private Partnership Act”), which grants the Lessee the right to operate, manage, maintain, and rehabilitate for a number of years the Luis Muñoz Marín International Airport (the “Airport”);
2. In exchange for the rights granted under the Lease Agreement, the Lessee will pay the Authority a lump-sum amount (the “Lump-Sum Payment”) at the commencement of the term of the Lease Agreement;
3. Section 4010.01(nn)(2)(C) of the New P.R. Revenue Code excludes from the definition of “taxable services”, for purposes of Puerto Rico’s sales and use tax (“IVU”), services rendered by the Government of Puerto Rico;

4. Section 4010.01(p) of the New P.R. Revenue Code defines the term “Government of Puerto Rico” as departments, agencies, administrations, bureaus, boards, commissions, offices, public corporations, public instrumentalities and municipalities of the Commonwealth of Puerto Rico, including the legislative and judicial branches. The term Government of Puerto Rico also includes those persons that operate or act on its behalf; and
5. At present, charges for the operation of the Airport are not subject to IVU because operation of the Airport is a service provided by the Puerto Rico Government, which makes it a non-taxable service under Section 4010.01(n)(2)(C) of the New P.R. Revenue Code.

DETERMINATIONS AND AGREEMENTS

- A. Based on the foregoing facts and representations, which are considered material facts, the parties determine and agree that:
1. The IVU imposed by the Government of Puerto Rico shall not apply to the Airport charges to be collected by the Lessee under the Lease Agreement.
 2. Although the Lessee is empowered through the Lease Agreement to perform a key governmental function, the exemption for taxable items acquired by government agencies established in Section 4030.08 of the New P.R. Revenue Code shall not be applicable to the Lessee.
 3. The Leasehold Fee and the Annual Authority Payment are exempt from IVU.
 4. If the Lessee does not elect special partnership treatment or any other flow-through regime, it will be subject to Puerto Rico income taxes at the rate of 10% on its net income derived from the operations covered under the Lease Agreement regardless of the jurisdiction in which it is organized.
 5. Under Section 12(a) of the Public Private Partnership Act, if the Lessee does not elect pass through treatment:
 - (a) distributions out of earnings and profits derived by the Lessee from the operations covered by the Lease Agreement will be subject to Puerto Rico income taxes at the rate of 10% regardless of whether its shareholders or partners are individuals, corporations or partnerships, or are residents or nonresidents of Puerto Rico;
 - (b) the 10% income tax rate at the entity level and the 10% tax rate on distributions under such regime shall be the applicable income taxes in lieu of any other income tax imposed by the New P.R. Revenue Code on the income from the Lessee’s operations; and
 - (c) provided that Lessee’s shareholders or partners are foreign entities, subsequent distributions of the earnings derived from the Lease

Agreement by the shareholders or partners of the Lessee shall not be subject to additional taxes under the New P.R. Revenue Code.

6. If the Lessee has pass-through treatment as a: (i) partnership subject to the provisions of Chapter 7 of Subtitle A of the New P.R. Revenue Code, or (ii) limited liability company electing partnership treatment pursuant to Section 1010.01(a)(3) of the New P.R. Revenue Code, or (iii) as stated in Section 1010.01(a)(3)(A) of the New P.R. Revenue Code has elected or is treated as a flow through entity under the provisions of the United States Internal Revenue Code or the Regulations issued thereunder, or under the laws of a foreign country, shareholders or partners of the Lessee will be subject to the 20% income tax rate provided in Article 12(a) of the Public Private Partnership Act on their distributive share of the Lessee's net income derived from the operations covered by the Lease Agreement. The 20% income tax rate provided by Section 12(a) of the Public Private Partnership Act shall be the applicable income tax in lieu of any other income tax imposed by the New P.R. Revenue Code on the income derived by the Lessee from the operations covered by the Lease Agreement. No further Puerto Rico income tax (including the branch profits tax) shall be imposed under the provisions of the New P.R. Revenue Code on subsequent distributions of such income. ,
7. For purposes of Sections 1033.07(a)(1)(D) and 1040.12(c)(1)(B) of the New P.R. Revenue Code, the portion of the Leasehold Fee allocable to the Lease Agreement shall be amortizable as an intangible over 15 years, and the portion of the Leasehold Fee allocable to the acquisition of personal property constituting Airport Assets (as defined in the Lease Agreement) shall be depreciable over the applicable lives of such property. All improvements made by the Lessee shall be depreciable over the shorter of their useful life or the remaining term of the Lease Agreement.
8. Any Termination Damages and Leasehold Compensation (as defined in the Lease Agreement) received by the Lessee, to the extent that all or a portion of them are considered ordinary income, shall be treated as net income derived from the operations covered by the Lease Agreement. As such, they shall be subject to the applicable special income tax rate provided under Section 12(a) of the Public Private Partnership Act.
9. The sale of partnership interests, membership interests or shares of stock of the Lessee, as applicable, shall be sourced based on the residence of the owner of such proprietary interests pursuant to Section 1035.03 of the New P.R. Revenue Code and for these purposes partners or members deemed engaged in business in Puerto Rico solely by reason of New P.R. Revenue Code Section 1071.01 would be treated as non-Puerto Rico residents.
10. Subject to compliance with Clause 11, foreign partners or members of the Lessee deemed engaged in business in Puerto Rico solely by reason of New P.R. Revenue Code Section 1071.01 would be exempt from filing a Puerto Rico

income tax return provided their entire applicable Puerto Rico income tax liability has been satisfied through income tax withholdings performed by the Lessee in accordance with Sections 1091.07(b) and 1092.06(b) of the New P.R. Revenue Code.

11. If the Lessee elects to be taxed in Puerto Rico as a pass-through entity under Chapter 7 of Subtitle A of the New P.R. Revenue Code, or as a limited liability company electing partnership treatment pursuant to Section 1010.01(a)(3) of the New P.R. Revenue Code, its non-Puerto Rico members or partners may file: (i) combined returns in the case of individual non-Puerto Rico resident partners or members and (ii) composite returns in the case of upper tier pass-through entities, in both cases in accordance with the provisions of Puerto Rico Treasury Department Administrative Determination No. 12-07 of March 14, 2012.
 12. Whether the grants and similar aids to be awarded to Lessee will be considered as income from Puerto Rico sources or as a reduction to the basis of the assets so acquired, would be consistent to the treatment followed for US tax purposes when PR law is silent.
 13. The qualification requirements of an employee retirement plan under the New P.R. Revenue Code would not take into consideration employees which continue to participate under a governmental retirement plan (the “Non-Participating Employees”) and contributions made by Lessee to a governmental retirement plan on behalf of Non-Participating Employees would be deductible as ordinary and necessary business expenses under Section 1033.01 of the New P.R. Revenue Code.
 14. Upward adjustments to the Leasehold Fee would be amortizable for the remaining term of the 15-year amortization period.
- B. The parties hereto mutually agree that the matters determined in this agreement will be final and conclusive, subject, however, to reopening in the event of fraud, malfeasance or misrepresentation of material fact, in accordance with Section 6051.07 of the New P.R. Revenue Code.

Signature Pages Follow

IN WITNESS WHEREOF, the parties have subscribed and executed this closing agreement, at San Juan, Puerto Rico, this ___ day of _____, 20__.

PUERTO RICO PORTS AUTHORITY

By: _____

Authorized Representative

SECRETARY OF THE TREASURY

By: _____

Undersecretary of the Treasury of the Commonwealth of Puerto Rico

[LESSEE]

By: _____

Authorized Representative

SCHEDULE 12
OPERATING STANDARDS

[See Attached]

SCHEDULE 13

GENERAL ACCELERATED UPGRADES

Section 1. General Accelerated Upgrades. Pursuant to Section 4.1 of this Agreement, the Lessee, in addition to the Initial Capital Projects required under the Use Agreement and in accordance with all other requirements of this Agreement, shall fund and complete the following improvements and upgrades on the LMM Airport Facility at its sole cost and expense; *provided* that the Lessee shall not be required to carry out any improvement or upgrade or portion thereof to the extent that such improvement or upgrade is located in an area of the LMM Airport Facility that is permanently closed in accordance with the Use Agreement:

(a) *Improve Landscaping.* The Lessee shall conduct landscaping work that includes: eliminating dangerous trees and vegetation, providing and installing erosion control elements, ensuring safe sight distance criteria, controlling invasive and noxious weeds and plant habitat, creating new or improving existing landscaping areas, and revamping all landscaping at the LMM Airport Facility in accordance with good industry practice. This work will improve, enhance and generally beautify the appearance of the LMM Airport Facility and minimize current or future potential safety issues caused by overgrown or unkempt vegetation.

(b) *Repair and Refurbish Jet Bridges.* The Lessee shall repair or remove and replace all elements or components of the jet bridges that are damaged, deficient or that otherwise do not conform to good industry practice. The purpose of this work is to ensure that the jet bridges are in optimal condition in order to minimize potential safety issues in enplaning and deplaning passengers.

(c) *Repair Damaged Roadways and Markings, Curbs, and Walkways.* The Lessee shall (A) improve and upgrade the existing pavement surfaces to ensure that all pavements of the roadway at the LMM Airport Facility comply with good industry practice; and (B) replace and upgrade the pavement delineation and markings to comply with good industry practice. The purpose of this work is to ensure the safe and orderly movement of traffic by creating a safe, smooth, durable, able and stable wearing surface; improve the user experience; and enhance the aesthetic appearance and safety of the LMM Airport Facility.

(d) *Replace Deteriorating Flooring Throughout the Interior of the Terminal and Buildings at the LMM Airport Facility.* The Lessee shall replace all flooring throughout the LMM Airport Facility that is deteriorating or that otherwise does not conform to good industry practice. This work will improve, enhance and generally beautify the LMM Airport Facility and minimize potential safety issues and injuries caused by defective premises.

(e) *Install Wi-Fi Connectivity Throughout the Terminal.* The Lessee shall install Wi-Fi connectivity throughout the terminal in a manner that is consistent with the connectivity and connection speed available at Comparable Public Airports. The installation of Wi-Fi will enhance user experience at the LMM Airport Facility and enable the LMM Airport Facility to provide the amenities to its users that are consistent with those provided at Comparable Public Airports.

(f) *Install Electrical Outlets Throughout the Terminal for Passenger Use.* The Lessee shall install electrical outlets for passenger use throughout the terminal in areas including passenger waiting areas in accordance with good industry practice. This work will improve user experience at the LMM Airport Facility and enable the LMM Airport Facility to provide the amenities to its users that are consistent with those provided at Comparable Public Airports.

(g) *Upgrade, Enhance, Repair and Replace Deficient and Unsafe Areas of Lighting.* The Lessee shall (A) upgrade, enhance, repair and replace deficient and unsafe areas of roadway, concourse, cargo and terminal lighting work in part or in whole; and (B) remove and replace all elements or components of the lighting system that are damaged, deficient, or that otherwise do not meet good industry practice or as otherwise defined, identified or referenced in the Operating Standards. The purpose of this work is to ensure that all elements and components of existing lighting are in optimal condition, enhance and add lighting such that poorly lit areas are improved, and improve the safety of the LMM Airport Facility users.

(h) *Repair or Replace Elevators, Escalators and Stairwells.* The Lessee shall repair or replace all elevators, escalators and stairwells throughout the terminal and buildings at the LMM Airport Facility in a manner consistent with good industry practice. The purpose of this work is to improve efficiency in the use of the LMM Airport Facility and to enhance LMM Airport Facility user safety and experience.

Section 2. Requirements Related to the Accelerated Upgrades

(a) *Compliance with Agreement.* All design, plan development and construction work related to the General Accelerated Upgrades set forth in Section 1 of this Schedule 13 shall comply with the requirements of this Agreement, including the applicable chapters of the Operating Standards and the most updated construction codes, manuals and guidelines.

(b) *Submission of Scope of Work.* The Lessee shall submit a written and detailed scope of work, including sketches, drawings and other supporting documentation in accordance with the Lease Agreement for review and Approval, conformance verification with the intended level of work prior to the start of preliminary and final development of plans and construction.

(c) *Submission of Construction Documents.* The Lessee shall prepare and submit preliminary and final construction documents in accordance with the Lease Agreement for review and Approval, and subsequently obtain all applicable Authorizations prior to the start of construction.

(d) *Timing for Completion of Projects.* The Lessee shall commence work on the improvements set forth in Section 1 of this Schedule 13 no later than three months after the Closing Date, and shall complete such improvements no later than 18 months after the Closing Date.

SCHEDULE 14
INITIAL BUSINESS PLAN

[To be attached]

SCHEDULE 15

GDB GUARANTY

This Payment Guaranty, dated as of [_____], is made by Government Development Bank for Puerto Rico (the “Guarantor”), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico (the “Commonwealth”), created by virtue of Act No. 17 of the Legislative Assembly of Puerto Rico enacted on September 23, 1948, as amended (the “Act”), to and for the benefit of [_____], a [_____] organized and existing under the laws of [_____] (the “Lessee”). Capitalized terms not defined herein have the meanings provided in the Lease Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Luis Muñoz Marín International Airport (the “Airport”) Lease Agreement, dated as of [_____, 2012], made by and between the Lessee and the Puerto Rico Ports Authority (and together with its successors and permitted assigns, the “Authority”) as amended from time to time (the “Lease Agreement”), the Authority has granted to the Lessee a lease of the Airport to conduct LMM Airport Facility Operations in connection therewith; and

WHEREAS, as a condition precedent to the consummation of the Closing, and to induce the Lessee to enter into the Lease Agreement and pay the Leasehold Fee thereunder, the Guarantor is required to execute and deliver this Payment Guaranty; and

WHEREAS, the Guarantor is willing to act as a guarantor, as set forth herein, as of and effective from the Closing on the Closing Date, for any Termination Damages due and payable in cash by the Authority under the Lease Agreement, including, without limitation, the payment of any interest with respect to any and all such amounts as determined under the Lease Agreement (the “Guaranteed Obligations”).

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as an inducement to the Lessee to enter into the Lease Agreement and pay the Leasehold Fee thereunder, the Guarantor agrees as follows:

Section 1. Guaranteed Obligations. Subject to the terms of this Payment Guaranty, the Guarantor hereby irrevocably guarantees to the Lessee the payment in full by the Authority of the Guaranteed Obligations. The Guarantor shall have no obligations to the Lessee or any other Person hereunder other than for the Guaranteed Obligations. The Guarantor shall be entitled to assert any and all legal or equitable rights or defenses against the Lessee that are available to the Authority under or arising out of the Lease Agreement. The Guarantor shall have no obligations (without regard to any bankruptcy, insolvency, moratorium or other similar laws of which the Authority might avail itself) that exceed those of the Authority under the Lease Agreement and shall have no obligations directly under the Lease Agreement other than those that arise under or through this Payment Guaranty. The obligations of the Guarantor under this Section 1, to the fullest extent permitted by applicable Law, are absolute, irrevocable and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the

obligations of the Authority under the Lease Agreement or the Closing Agreement and irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor other than payment in full of the Guaranteed Obligations.

Section 2. Nature of Obligation.

2.1. Payment Guaranty.

(a) This Payment Guaranty is a guaranty of payment, as set forth herein, and not merely of collection.

(b) Subject to Section 13, with respect to all Guaranteed Obligations, the Lessee shall first make a written demand for payment against the Authority in accordance with the procedures set forth in the Lease Agreement (a “Claim”) and shall within five Business Days, provide a copy of such Claim to the Guarantor.

(c) In the event that a Claim is made and the Authority has neither (i) submitted such Claim to the dispute resolution procedure provided in Article 19 of the Lease Agreement nor (ii) paid such Claim in full in cash on or before the expiry of all applicable grace and cure periods provided for under the Lease Agreement (including any period provided to obtain financing or required approvals for such payment), the Lessee shall promptly notify the Guarantor of such failure in writing and thereupon the Guarantor, within 20 Business Days of receipt of such notice and written demand by the Lessee for payment, shall satisfy such Claim in full in cash, including any interest accrued thereon from the date such payment was due from the Authority to the date of such payment by the Guarantor, at a rate per annum equal to the Bank Rate, calculated annually and payable monthly.

(d) If a Claim is submitted to the dispute resolution procedure provided in Article 19 of the Lease Agreement, and a final, non-appealable decision is issued pursuant to such procedure ordering payment by the Authority to the Lessee (a “Final Decision”), but the Authority does not make such payment on or before the expiry of all applicable grace and cure periods provided for such payment under the Lease Agreement (including such periods provided to obtain financing or required approvals for such payment), then within 20 Business Days of receipt of evidence of such Final Decision, together with a written notice of the Authority’s failure to pay and written demand by the Lessee for payment, the Guarantor shall make such payment in full in cash to the Lessee, including any interest accrued thereon from the date such payment was due from the Authority to the date of such payment by the Guarantor, at a rate per annum equal to the Bank Rate, calculated annually and payable monthly. The Guarantor acknowledges that such Final Decision shall be final and binding on the Guarantor and that, notwithstanding Section 1, the Guarantor shall have no defense that the amount adjudicated in the Final Decision is not due and owing (other than payment having been made in full), whether or not an available defense was raised in the dispute resolution procedure that resulted in the Final Decision.

2.2. Delivery of Notices.

(a) Except as provided in Section 2.2(b) below, the Lessee shall, within five Business Days of providing the Authority any required notice under the Lease Agreement, provide a copy of such notice to the Guarantor, and no such notice to the Authority shall be effective against the Guarantor until a copy thereof is duly provided to the Guarantor at its address specified in Section 12 (or any subsequent change of address notice given in writing to the Lessee).

(b) The Lessee shall provide to the Guarantor, within two Business Days from the date of the Lessee's delivery thereof to the Authority, a copy of any notice or demand required to be delivered to the Authority in accordance with the terms and conditions of the Lease Agreement with respect to any Claim, including but not limited to any AA-Preliminary Notice, AA-Notice, CE-Preliminary Notice, CE-Notice, Delay Event Notice, and any notice contemplated by Section 16.2 of the Lease Agreement, and no such notice to the Authority shall be effective against the Guarantor until a copy thereof is duly provided to the Guarantor at its address specified in Section 12 (or any subsequent change of address notice given in writing to the Lessee).

(c) Notwithstanding any provision to the contrary contained in the Lease Agreement, the Lessee shall not terminate the Lease Agreement as a result of any Authority Default or Adverse Action without first giving to the Guarantor a copy of any notices required to be given in connection with such termination pursuant to Article 14 or Article 16 of the Lease Agreement, such notices to be accompanied by a statement of the period available to the Guarantor to cure or remedy any such Authority Default or Adverse Action, as applicable, which period shall be of the same length as the cure period provided to the Authority under the Lease Agreement and shall run from the date that such notice is provided to the Guarantor; *provided* that if such notice is provided to the Guarantor within the two Business Day period set forth in Section 2.2(b) above, the cure period available to the Guarantor shall end on the same date as the cure period provided to the Authority under the Lease Agreement. No termination of the Lease Agreement by the Lessee shall be of any effect without such notice provided to the Guarantor. Except as provided by the terms of this Payment Guaranty, the Guarantor may, but shall be under no obligation to, make any payment or to perform any act required of the Authority under the Lease Agreement with the same effect as if the payment or act had been made or performed by the Authority. If the Guarantor fails to cure or is unable or unwilling to cure or remedy an Authority Default or Adverse Action, as applicable, within the cure period provided herein, the Lessee shall have all of its rights and remedies with respect to such Authority Default or Adverse Action as set forth in the Lease Agreement.

2.3. Dispute Resolution. The parties hereto expressly acknowledge and agree that nothing contained in this Payment Guaranty or in the Lease Agreement shall obligate any party to initiate any dispute resolution procedure under the Lease Agreement with respect to any Claim. Each of the Lessee and the Authority acknowledges and agrees that the Guarantor (or any Designated Person appointed by it) shall be authorized to participate in or act for and on behalf of the Authority in any dispute resolution proceeding contemplated by Article 19 of the Lease Agreement from and after the Lessee's receipt of notice from (i) if the Guarantor participates in such proceeding, the Guarantor or (ii) if the Guarantor acts for and on behalf of the Authority in

such proceeding, the Authority and the Guarantor, in each case confirming such participation or authority to act; *provided* that if the Guarantor participates in any proceeding pursuant to clause (i) above, in each case where Article 19 of the Lease Agreement provides for the selection of an arbitrator by the Authority, such arbitrator shall be mutually agreed upon by the Guarantor and the Authority (or if the Guarantor and the Authority cannot agree, such arbitrator shall be selected by the American Arbitration Association).

2.4. Reinstatement of Payment Guaranty. The payments made pursuant to this Payment Guaranty shall be deemed not to have been made, and the Guarantor's obligations hereunder in respect thereof shall continue and not be discharged, to the extent that any such payment by the Guarantor is recovered from or paid over by or for the account of the Lessee for any reason, including as a preference or fraudulent transfer or by virtue of any subordination (whether present or future or contractual or otherwise) of such payment, whether such recovery or payment over is affected by any judgment, decree or order of any court or governmental agency, by any plan of reorganization or by settlement or compromise by the Lessee (whether consented to by the Guarantor or any other guarantor) of any claim for any such recovery or payment over. The Guarantor hereby expressly waives the benefit of any applicable statute of limitations or prescriptive term and agrees that it shall be liable hereunder whenever such recovery or payment over occurs.

Section 3. Conditions and Waiver. Without limiting the generality of Section 1, this Payment Guaranty shall not be affected, modified, released or impaired by any of the following circumstances or conditions, and the Guarantor hereby waives any rights which may arise with respect thereto, except as otherwise agreed upon in writing by the Guarantor, and the Lessee at the time of occurrence of any such circumstance or condition, and the occurrence of one or more of the following shall not preclude the exercise by the Lessee of any right, remedy or power in respect of this Guaranty that, to the fullest extent permitted by applicable Law, shall remain absolute, irrevocable and unconditional:

(a) any other preconditions aside from the occurrence of a Closing and payment of the Leasehold Fee under the Lease Agreement;

(b) any term or provision of any instrument or agreement applicable to the Lessee other than the Lease Agreement ("Other Agreements"), or any assignment or transfer of any Other Agreement or the Lease Agreement, in accordance with the terms of the Lease Agreement;

(c) the occurrence of any Authority Default under the Lease Agreement;

(d) any assignment of this Payment Guaranty by the Lessee in accordance with the terms hereof, including the assignment of this Payment Guaranty to a Leasehold Mortgagee;

(e) except as otherwise provided in Section 4, any amendment, restatement, extension of time, acceleration, waiver, consent, extension, indulgence, release or discharge or other action or inaction (including, without limitation, any lack of diligence or failure to mitigate

damages or failure to seek recovery under other guarantees) under or in respect of the Lease Agreement or any Other Agreement;

(f) the voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, sale or other disposition of all or substantially all of the assets of, or marshaling of assets and liabilities, including any taking of possession of all or substantially all assets by a secured party or otherwise or other distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all assets, assignment, arrangement or composition with or for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or admission in writing of inability generally to pay debts as they become due, other similar proceeding or any institution of a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or presentment of any petition for winding-up or bankruptcy, in each case provided in law or otherwise affecting the Authority, or any proceeding under applicable Laws of any jurisdiction that has an analogous effect to any of the foregoing events affecting the Authority, or any action taken by any trustee, receiver, custodian, administrator, provisional liquidator, conservator or similar official or by any court in any such proceeding, including the rejection of the Lease Agreement or any Other Agreement by a trustee, receiver, custodian, administrator, provisional liquidator, conservator or similar official for the Authority or for all or substantially all its assets in any such proceeding, or the disaffirmance, rejection or postponement in any such proceeding of any of the obligations or undertakings of the Authority set forth in any such instrument or agreement including the Lease Agreement or any Other Agreement (each of the foregoing, an "Insolvency Proceeding");

(g) any delay or failure of the Authority beyond any applicable grace and cure periods to pay the Guaranteed Obligations or perform any provision of the Lease Agreement or the Closing Agreement;

(h) any Transfer of any or all of the Authority's interests in the Airport or the Lease Agreement to another Governmental Authority, including as contemplated by Section 17.4 of the Lease Agreement;

(i) any consolidation, amalgamation, arrangement or reorganization of the Authority with, any merger of the Authority with, or transfer of all or substantially all its assets to, another Person, any change in the legal or beneficial ownership of the Authority, or any other change whatsoever in the objects, capital structure, constitution or business of the Authority;

(j) the failure or breach of any representation or warranty made by the Authority in the Lease Agreement; or any event or circumstance constituting fraud in the inducement arising by any act or omission of the Authority;

(k) any action or failure to act by the Lessee (or any lender to the Lessee) that adversely affects the Guarantor's right of subrogation arising by reason of any performance by the Guarantor of this Payment Guaranty;

(l) any failure or breach by the Lessee of its obligations under Section 2.2(a) of this Payment Guaranty; *provided* that such failure or breach does not adversely affect the

Guarantor's ability to cure any breach or failure of the Authority pursuant to the terms of this Payment Guaranty or increase the Guarantor's obligation to pay under this Payment Guaranty;

(m) any suit or other action brought by, or any judgment in favor of, any beneficiaries or creditors of, the Authority;

(n) any lack or limitation of status or of power, incapacity or disability of the Authority or any other guarantor or obligor in respect of any of the Guaranteed Obligations; or

(o) any change in Law of any jurisdiction, or any present or future action or order of any Governmental Authority, amending, varying or otherwise affecting any of the Guaranteed Obligations, including any thereof affecting the validity or enforceability of any of the Guaranteed Obligations or the obligations of any other guarantor or obligor in respect of any of the Guaranteed Obligations or the currency in which the Guaranteed Obligations are denominated or payable.

Except as expressly set forth in Sections 2.1 and 4 of this Payment Guaranty, the Guarantor hereby expressly waives any requirement that the Lessee exhaust any right, power or remedy (including filing any proof of claim relating to the Guaranteed Obligations in any Insolvency Proceeding) or proceed against the Authority under the Lease Agreement (*derecho de excusión*), or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations, it being understood that this Guarantee is a guarantee of payment and not just collection.

Section 4. Certain Consent Rights of Guarantor. The Guarantor, the Lessee and the Authority hereby agree that, notwithstanding any provision to the contrary in this Payment Guaranty, the Guarantor's obligation to pay any Claim to the Lessee pursuant to Section 2.1 above shall be subject to compliance with the following conditions:

(a) The Authority may not modify, extend, amend, change, compromise, settle, release, terminate, waive or surrender any provision of the Lease Agreement without the Guarantor's prior written consent, such consent not to be unreasonably or arbitrarily withheld, delayed or conditioned;

(b) no amount shall be payable by the Guarantor hereunder for any Claim that results from any of the following Compensation Events unless the Guarantor shall have first approved in writing such Compensation Event: (i) any Required Modification and (ii) any change or modification of any Operating Standard with which the Lessee is required to comply under the Lease Agreement;

(c) the following provisions shall govern the procedure for requesting the approval or consent by the Guarantor of or to any action, Person, Document or other matter contemplated in Sections 4(a), or (b) above: (1) such request for approval or consent must (A) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, (B) clearly set forth the matter in respect of which such approval or consent is being sought, (C) form the sole subject matter of the correspondence containing such request for approval or consent, and (D) state clearly that such approval or consent is being sought; (2) such approval or consent shall not be unreasonably or arbitrarily

withheld, conditioned or delayed; (3) the Guarantor shall, within 15 days (subject to the Guarantor's right to extend such period for an additional seven days) after the later of (x) the receipt by the Guarantor of a written notice from the Lessee requesting an approval or consent and (y) the delivery by the Authority of its consent or approval to such matter, advise the Lessee by written notice either that it has no objection to such consent or approval or that it does object to such consent or approval, in which latter case it shall set forth, in reasonable detail, its reasons for such objection, which reasons may include the insufficiency, as determined by the Guarantor acting reasonably, of the information or documentation provided; (4) if the responding notice mentioned in clause (3) of this Section 4(c) indicates that the Guarantor has an objection to such consent or approval, the Lessee may take whatever steps may be necessary to satisfy the objections of Guarantor set out in the responding notice and, thereupon, may submit a revised request for approval or consent from time to time and the provisions of this Section 4(c) and Section 1.16(a) of the Lease Agreement shall again apply until such time, if ever, as the approval or consent of the Authority is finally obtained, if at all, with no objection from the Guarantor; (5) if the objection mentioned in clause (3) of this Section 4(c) is subsequently determined, pursuant to Article 19 of the Lease Agreement, to have been improperly withheld, conditioned or delayed by the Authority or the Guarantor, such approval or consent shall, unless otherwise determined pursuant to Article 19, be deemed to have been given on the date on which such approval or consent was originally required; and (6) any dispute as to whether or not a consent or approval has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 19 of the Lease Agreement as provided in Section 2.3 herein.

Section 5. Obligations Absolute. Notwithstanding anything in Section 1 or Section 2 above, or elsewhere in this Payment Guaranty to the contrary, except as expressly set forth in Sections 2.1 and 4 above, before making a demand against the Guarantor or enforcing the Guarantor's obligations hereunder, the Lessee need not exhaust its remedies against the Authority (*derecho de excusión*) or take any other action against the Authority, and there shall be no requirement that the assets of the Authority first be applied in satisfaction of the Lessee's demand for payment.

Section 6. No Third Party Beneficiaries. This Payment Guaranty is for the benefit of the Lessee and the Guarantor exclusively and shall not create any rights in favor of any other Person whatsoever, except as expressly provided herein to the contrary (including, without limitation, with respect to such rights as are expressly granted to each Leasehold Mortgagee pursuant to Section 21 of this Payment Guaranty).

Section 7. Consent to Jurisdiction. Subject to Section 2.3, each of the Guarantor and the Lessee hereby irrevocably submits to the jurisdiction and venue of the Commonwealth Court of First Instance, San Juan Part over any suit, action or proceeding arising out of and relating to this Payment Guaranty, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may now or hereafter have to the jurisdiction and venue of any such action or proceeding therein and any claim that any such action or proceeding brought therein has been brought in an inconvenient forum.

Section 8. Guarantor Claim Against the Authority. The Guarantor shall have the right of subrogation against the Authority for any payments to the Lessee that the Guarantor shall make hereunder, which right shall be subordinate to all claims made by the Lessee against the

Authority under the Lease Agreement; *provided, however*, that each amount that the Guarantor is required to pay hereunder shall be paid without set-off, deduction or counterclaim (except for such set-off, deduction or counterclaim that the Authority had available or is required to be made by applicable Law) and no set-off, deduction or counterclaim to any obligation that the Guarantor may have against the Authority shall be available to the Guarantor against the Lessee to reduce its obligations to the Lessee under this Payment Guaranty. The Guarantor hereby agrees that until the payment and satisfaction in full of all Guaranteed Obligations and the expiration or termination of all obligations of the Authority to make any payment to the Lessee under the Lease Agreement it shall not exercise any right or remedy (including the filing of any proof of claim in any Insolvency Proceeding) against the Authority or any other guarantor or obligor in respect of any of the Guaranteed Obligations or any security therefor arising by reason of any performance by the Guarantor of this Payment Guaranty, whether by subrogation or otherwise.

Section 9. Guarantor's Representations and Warranties. The Guarantor represents and warrants to the Lessee as follows:

(a) Corporate Organization. The Guarantor is a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico duly created and validly existing under the laws of the Commonwealth of Puerto Rico, and has full power, authority and legal right to execute and deliver this Payment Guaranty, to comply with the terms hereof and perform its obligations hereunder.

(b) Due Authorization. The execution, delivery and performance by the Guarantor of this Payment Guaranty have each been duly authorized by all necessary action on the part of the Guarantor and do not require any other approval or other action.

(c) Enforceability. This Payment Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable against the Guarantor in accordance with the terms hereof, subject only to (i) the effect of bankruptcy, insolvency, reorganization, moratorium, or other similar requirements of Law and judicial decisions now or hereafter in effect affecting, generally, the enforcement of creditor's rights and remedies; (ii) the effect of requirements of Law governing equitable remedies and defenses, and the discretion of any court of competent jurisdiction in awarding equitable remedies; and (iii) the effect of requirements of Law governing enforcement and collection of damages against the Guarantor; *provided, however*, that the enforcement of any Claims presented in accordance with this Payment Guaranty shall be resolved as provided herein.

(d) No Conflicts. The execution and delivery of this Payment Guaranty by the Guarantor, the consummation of the transactions contemplated hereby and the performance by the Guarantor of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any obligations of the Guarantor under (i) any applicable Law or (ii) any agreement, instrument or document to which the Guarantor is a party or by which the Guarantor is bound.

(e) Certain Consents; Notice. No Consent or authorization is required to be obtained by the Guarantor from, and no notice or filing is required to be given by the Guarantor to or made by the Guarantor with, any Person (including any Governmental Authority) in connection with the validity, enforceability, execution or delivery of or performance under this Payment Guaranty.

(f) Litigation. There is no action, suit, arbitration or other proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the Guarantor's knowledge, threatened against the Guarantor, that would (i) have a material adverse effect on the ability of Guarantor to perform its obligations hereunder or (ii) affect the validity or enforceability of this Payment Guaranty.

Section 10. Guarantor's Financing Obligations. Guarantor shall, to the extent consistent with applicable Law and at the sole cost and expense of the Lessee, cooperate with the Lessee with respect to documentation reasonably necessary for the Lessee to obtain, maintain and replace financing for the performance of the obligations of the Lessee under the Lease Agreement. Guarantor's cooperation shall include reviewing, approving and executing documents that substantiate the terms of this Payment Guaranty (including any consents and agreements necessary to confirm that the debt evidenced by the relevant financing constitutes Leasehold Mortgage Debt) and responding to reasonable requests for available information and material to furnish to any proposed Leasehold Mortgagee to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent Guarantor considers reasonable under the circumstances; *provided, however*, that nothing herein shall obligate Guarantor to consent to service of process, to become subject to any legal process in any jurisdiction other than in the Commonwealth, or to enter into any agreement inconsistent with this Payment Guaranty or not governed by the Laws of the Commonwealth. Any agreement entered into under this Section 10 shall be subject to review for form and legality by the general counsel of Guarantor. In addition, Guarantor shall, promptly upon the request of the Lessee or any Leasehold Mortgagee, execute, acknowledge and deliver to the Lessee, or any of the parties specified by the Lessee, standard consents and estoppel certificates with respect to this Payment Guaranty that may be qualified to the best of the knowledge and belief of a designated representative of Guarantor. Nothing herein shall require Guarantor to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with or in violation of any applicable Law or the provisions of this Payment Guaranty.

Section 11. Guarantor's Right to Purchase Leasehold Mortgage. The parties hereby agree that Guarantor shall have the right to purchase the Leasehold Mortgage in the same circumstances and on the same terms as apply to such right of purchase in favor of the Authority under Section 18.8 of the Lease Agreement, as if each reference to the Authority in such Section 18.8 (other than with respect to the recognition of the Leasehold Mortgage under Section 18.7 of the Lease Agreement) were a reference to Guarantor, each reference therein to the Authority's Option were a reference to the Guarantor's Option, and each reference therein to the Guarantor were a reference to the Authority.

Section 12. Notices. All notices and other communications hereunder unless otherwise stated herein shall be in writing and shall be hand-delivered, or mailed by certified or registered mail, as follows:

If to the Guarantor or the Authority:

Government Development Bank for Puerto Rico
Roberto Sánchez Vilella Government Center De Diego Avenue, Stop 22
Santurce, Puerto Rico 00940
Attention: President
Telephone: (787) 722-8460
Telecopy: (787) 721-1443

With a copy to:

Government Development Bank for Puerto Rico
Roberto Sánchez Vilella Government Center De Diego Avenue, Stop 22, Fourth Floor
Santurce, Puerto Rico 00940
Attention: General Counsel
Telephone: (787) 729-6438
Telecopy: (787) 728-6646

If to the Lessee:

[•]

With a copy to:

[•]

and to:

[•]

or at such other addresses as any party shall furnish to the other in writing. For the avoidance of doubt, a duplicate copy of all notices to the Guarantor under this Payment Guaranty shall be delivered to the Authority, and a duplicate copy of all notices to the Authority under the Lease Agreement shall be delivered to Guarantor. A notice, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 13. Authority Dissolution. In the event of and notwithstanding:

- (a) a final dissolution of the Authority, so that no Person is available to respond, defend or make any appearance to defend a Claim, or
- (b) the Authority entering into an Insolvency Proceeding,

the Lessee may make any then unpaid and any subsequent Claims on account of the Guaranteed Obligations directly against the Guarantor under, and in accordance with, the provisions of the Lease Agreement and Guarantor shall stand in the place of the Authority under the Lease Agreement with respect to such Claims.

Section 14. No Waiver. No delay or omission in exercising any right, remedy, power or privilege accruing upon any default, omission or failure of performance hereunder shall impair any such right, remedy, power or privilege that may be exercised from time to time and as often as may be deemed expedient.

Section 15. Amendments. This Payment Guaranty may be amended, changed or supplemented only by a written agreement signed by each of the parties hereto.

Section 16. Counterparts. This Payment Guaranty may be executed simultaneously in several counterparts (including facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 17. Governing Law. This Payment Guaranty shall be governed by the laws of the Commonwealth of Puerto Rico, without giving effect to any conflict-of-law provision.

Section 18. Term of Payment Guaranty. This Payment Guaranty shall become effective upon Closing on the Closing Date. This Payment Guaranty shall continue in full force and effect until the Reversion Date or, if later, the date of the final payment and satisfaction in full of the Guaranteed Obligations for any bona fide, specified Claim brought by the Lessee against the Guarantor prior to the Reversion Date in accordance with the provisions hereof.

Section 19. Following Termination of this Payment Guaranty. Any rights of subrogation of the Guarantor against the Authority that shall remain or exist following the End Date shall be subordinate to any amounts due and payable from the Authority to the Lessee on account of Guaranteed Obligations.

Section 20. Amounts Received by Guarantor. In the event that, prior to the payment and satisfaction in full of all Guaranteed Obligations and the expiration or termination of all obligations of the Authority to make any payment to the Lessee under the Lease Agreement, any amount is received by the Guarantor from the Authority on account of the payment by the Guarantor of the Guaranteed Obligations under Section 1, whether by subrogation or otherwise, the Guarantor will promptly following receipt thereof pay such amount to the Lessee for application to any Guaranteed Obligations to the extent then owing and without any set-off, deduction or counterclaim to any obligation that Guarantor may have against the Authority.

Section 21. No Assignment by Either Party. Except as provided in Section 6 above, this Payment Guaranty shall not be assigned or assignable by any party without the prior written consent of the other parties hereto; *provided* that the Lessee may assign this Payment Guaranty to any Transferee approved by the Authority and Guarantor in accordance with Section 17.1 of the Lease Agreement, and the Lessee shall have the right, at its sole cost and expense, to grant one or more Leasehold Mortgages, subject to and in accordance with Article 18 of the Lease Agreement; *provided further* that each Leasehold Mortgagee, Guarantor and the Lessee shall enter into a consent agreement in a form reasonably acceptable to all parties whereby all parties consent to the assignment by the Lessee of the benefits of this Payment Guaranty to an agent in connection with the financing of the Leasehold Mortgage; *provided* that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Leasehold Mortgagee in the Lease Agreement. Nothing herein shall obligate Guarantor to consent to service of process, become subject to any legal process in any jurisdiction other than in the Commonwealth, or enter into any agreement inconsistent with the terms of this Payment Guaranty or not governed by the laws of the Commonwealth.

Section 22. Inurement and Binding Effect. This Payment Guaranty shall inure to the benefit of the parties and their respective permitted successor and assigns and be binding upon the parties and their respective successors and assigns.

Section 23. Continuing Guarantee; Liability in respect of Successor. The guarantee in Section 1 is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising. If the Authority shall consolidate or amalgamate with, or merge with or into, or transfer all or substantially all its assets to, another Person, the Guarantor will continue to be obligated hereunder in respect of the Guaranteed Obligations, whether or not the Guaranteed Obligations are assumed by such Person, and each reference herein to the Authority shall thereafter instead be a reference to such Person.

Section 24. Severability. If any term, provision, covenant or condition of this Guarantee, or the application thereof to the Guarantor or the Lessee or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any relevant jurisdiction), the remaining terms, provisions, covenants and conditions of this Guarantee, modified by the deletion of the unenforceable, invalid or illegal portion (in any relevant jurisdiction), will continue in full force and effect, and such unenforceability, invalidity, or illegality will not otherwise affect the enforceability, validity or legality of the remaining terms, provisions, covenants and conditions of this Payment Guaranty.

Section 25. Waiver of Sovereign Immunity. The Guarantor acknowledges that under its enabling act, it is not entitled to raise the defense of sovereign immunity with respect to claims arising out of this Guarantee. Under its enabling act, the Guarantor does not have sovereign immunity (and any defense based thereon) as to it and its property in respect of the enforcement and execution of any award or other relief (pecuniary or otherwise) rendered against it in accordance with the provisions of this Guarantee.

Signature Pages Follow

IN WITNESS WHEREOF, the parties have caused this Payment Guaranty to be signed, sealed and delivered on the day and year first above written.

**GOVERNMENT DEVELOPMENT BANK
FOR PUERTO RICO**

By: _____

Name:

Title:

ACKNOWLEDGED:

PUERTO RICO PORTS AUTHORITY

By: _____

Name:

Title:

[LESSEE]

By: _____

Name:

Title:

SCHEDULE 16

ALLOCATION OF LEASEHOLD FEE AND ANNUAL AUTHORITY PAYMENT

[To be completed following the Bid Date as described in the footnote to Section 2.6 of this Agreement.]

SCHEDULE 17

AIRLINE CAPITAL IMPROVEMENT CONTRACTS

1. Letter Agreement, dated December 16, 2011, by and between the Authority and US Airways, Inc.
2. Letter Agreement, dated February 28, 2012, by and between the Authority and JetBlue Airways Corporation.
3. Letter Agreement, dated April 20, 2012, by and between the Authority and Delta Airways.