

Claims as Identified by Arbitrator:	McGill's Position	City's Position	Arbitrator's Answer	Amount received	Prevailing party
1. What are boundaries of original lease?	wanted tolling ¹ until 457,000 sq ft of pavement provided	Exhibit "A" to the lease was accurate depiction of lease	Redefined by party Agreement	None	Neither
2. Can McGill get land to make up for missing square footage of land leased?	wanted land that was not included in lease	No	No	None	City
3. What are the boundaries of new fuel farm	No Money Sought	asphalt of new fuel farm	Parties Stipulated to asphalt of new fuel farm	None	City
4. Does Lease incorporate: <ul style="list-style-type: none"> i. Deed restrictions in 1943 deed ii. Federal grant restrictions iii. Rates and charges by comparison to other tenants irrespective of lease iv. Non discrimination provisions of federal rules 	\$2,108,486.40 for lost hangar rentals and lost fuel sales from no extra hangars for violating FAA provisions	FAA provisions not incorporated in lease	No- FAA provisions not in incorporated Lease	None	City

¹Tolling means that the amount of time left in the lease would not run until the City replaced the pavement. For example, if the Arbitrator found that the leasehold should have had 457,000 square feet of pavement from its inception, then McGill was asking that the 20 year lease term would not begin until after the City provided 457,000 of pavement - if that took until June of 2010 - then June 2010 would be the start date for McGill's lease and the fact that he had actually occupied the space since _____ would not count as part of the lease term.

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5. Did city violate: <ul style="list-style-type: none"> i. Sale of property and lease diverted away from airport ii. Failing to extend term of lease where it had given other tenants longer leases iii. By exercising exclusive rights over T hangars without meeting a demonstrated need. iv. Refusing to give a most favored nations clause in the lease 	require City to deposit \$742,756.06 into Airport Fund and give McGill a constructive trust over those funds 40 year lease term to begin once T hangars were built	None of these issues incorporated into lease monies not improperly diverted lease term appropriate	No- none on these provisions incorporated into Lease	None	City
6. Did City take part of lease property to enlarge taxiways pursuant to FAA grants?	Nominal-wanted longer lease term \$35,125.03 plus pre-judgment interest for lost profits for the downs	City Stipulated property was taken and calculated rent refunds less than \$20,000 \$30,000 plus pre judgment interest	yes	\$375,373.58 accruing at 8% per annum on principal amount of \$274,617.94 for lost land \$30,000 plus prejudgment interest of \$21,760.17 with 8% per annum on principal amount for lost profits for the downs	McGill
7. Did City restrict access to airport during Super Bowl	Yes	No	minor - yes	None	McGill
8. Did City have to agree to provide a Lav dump	\$3,322.00	No	minor - no	None	City

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9. Did City have to agree to provide a Movable self service gas tank fuel tank	Yes	No	minor - no	None	City
10. Should City have permitted a Sign	Yes	No	minor - yes	None	McGill
11. What if anything are appropriate remedies, specific performance, tolling of lease term, Damages, accounting, constructive trust	See 4,6,8 above for amounts of damage demanded See 5 above for constructive trust demand	Damages only	Damages only	See 4,6,8 above for amounts of damages awarded See 5 above for no constructive trust award	City
12. Did McGill breach fuel farm funding agreement	\$17,800.00 to fix fuel farm	Yes -McGill should pay	No	McGill must pay \$16,267.62 to City and fund additional protective measures at its own expense	McGill
13. Does McGill have to pay City for Office Space	N/A	Yes	No	None	McGill
14. Can City Evict McGill	N/A	Yes	No	None	McGill
15. How should Arbitrator declares prevailing party for atty fees	Overall prevailing party	issue by issue	issue by issue	Judge will decide what if any attorneys fees should be awarded to either party	City

TIME LINE SUMMARY

October 25, 2009 deadline for party to move the arbitrator to modify or clarify an award. Fla. Stat. §680.20

January 25, 2010 deadline for party to apply to the Circuit Court to confirm or vacate final award. Fla. Stat. §680.24.

After the date of entry of any final judgment by the Circuit Court confirming the final award, the parties have thirty (30) days to move for an award of its attorneys fees and/or thirty (30) days from the date of that Final Judgment to appeal.