

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO. 1582CV00213

BOSTON EXECUTIVE HELICOPTERS, LLC,  
et al.,

Plaintiffs,

v.

FLIGHTLEVEL NORWOOD, LLC, et al.,

Defendants.

Consolidated with  
CIVIL ACTION NO. 1582CV01637

FLIGHTLEVEL NORWOOD, LL, et al.,

Plaintiffs,

v.

BOSTON EXECUTIVE HELICOPTERS, LLC,  
et al.,

Defendants.

**AFFIDAVIT OF CHRISTOPHER R. DONOVAN**

I, Christopher R. Donovan, hereby depose and state the following based on my own personal knowledge.

1. I am the manager of Boston Executive Helicopters, LLC (“BEH”), a Delaware limited liability company with its principal place of business at 209 Access Road, Norwood, Massachusetts 02062.

2. I have approximately 10,000 flight hours, hold the following FAA certifications and ratings: Airline Transport Pilot (ATP) Airplane Single and Multi-Engine Land, Rotorcraft Helicopter, Certified Flight Instructor (CFI) Airplane Single and Multi-Engine, Rotorcraft Helicopter, Instrument Airplane and Helicopter (CFII), Ground Instructor (GI) Advanced Instrument. I have over 34 years of flying throughout the USA, Europe, and the Middle East, including 12 years of Military Pilot in Command, with combat deployment to the Middle East.

3. I am certified by the Massachusetts Department of Environmental Protection, Class A/B operator in Underground Storage Tank (UST) systems, which the DEP defines as “In depth knowledge and understanding of the UST System(s), how to operate and maintain UST systems, as well as Federal and State regulatory requirements that apply to that system (UST).”

4. The Norwood Memorial Airport (the “Airport”) is a public airport located in Norwood, Massachusetts, owned and operated by the Town of Norwood. The Norwood Airport Commission (“NAC”) was established pursuant to G.L. c. 90, §§51E, and is charged with custody, care, and management of the Airport.

5. Owners and operators of aircraft using airports such as the Airport typically utilize the services of a privately owned fixed based operator, or “FBO.”

6. Under the NAC’s Regulations and Minimum Standards, an FBO is defined as an airport-based organization which provides aircraft fueling services while engaging in a minimum of one of the primary service areas that include: (1) location-based services (line services/ground handling; crew and passenger services; facilities (aircraft tie-downs, hangars, offices); (2) technical services (aircraft maintenance and parts; paint and interiors); (3) flight services (charter and aircraft management); or (4) aircraft sales.

7. Until recently, the Airport was served by only a single fuel provider/FBO, FlightLevel.

8. FlightLevel leases approximately 85% of the ramp space at the Airport. Until recently, the only public ramps remaining within NAC's control were the West Apron and the DC-3 Ramps. FlightLevel has sought to obtain all available ramp space for the operation of its FBO to the exclusion of all other prospective competing FBOs, including BEH.

9. Since 2010, BEH has held an existing Part 135 commercial permit to operate at the Airport. Since October 2010, BEH has requested ramp space and rights to operate a second FBO at the Airport, in order to provide aeronautical services to the Airport's users, such as aviation fueling services. BEH has submitted numerous requests, both verbally and in written form, seeking a permit and reasonable ramp space at the Airport in order to allow BEH to operate an FBO, sell fuel, and use the costly investments it has already made at the Airport.

10. Since that time, FlightLevel has done everything it can to prevent BEH from becoming an FBO at the Airport, including repeatedly making false claims of obstruction and interference by BEH. FlightLevel also worked in concert with the NAC, including under a joint defense agreement, to prevent BEH from providing fuel competition on the Airport.

#### Lot F and BEH's Fueling System

11. Pursuant to an Assignment, Assumption and Amendment of Lease dated October 19, 2012 (the "Assignment"), by and among BEH, Swift Aviation, and Boston Metropolitan Airport, Inc ("BMA") BEH acquired the sublease rights to Lot F.

12. On December 5, 2012 BEH received approval from the Norwood Conversation Commission for the construction of the Fuel Farm and a hanger on Lot F. At the December 12, 2012 NAC meeting, the NAC approved the design of a fuel storage and dispensing system to be

built on Lot F. On January 22, 2012, the Board of Selectmen for the Town of Norwood (the “Board”), after a public hearing, approved BEH’s fuel farm for use, and stated that there were no restrictions on the fuel permit.

13. On June 20, 2013, FlightLevel sent a detailed letter to the NAC and the Airport Manager suggesting for the first time that BEH had no right to use any of their leaseholds under any circumstances. This letter outlined the concern FlightLevel had with the NAC allowing competition at the Airport for fueling. FlightLevel also pointed out that BEH’s entry into the fuel business would severely undermine FlightLevel’s own business.

14. On July 17, 2013, the Airport Commission again approved the construction of Fuel Farm on Lot F. The FAA also approved the fuel farm and all TOFA/OFA compliance in July 2013.

#### BEH Lawsuit Against The Town/NAC

15. In October of 2015, BEH filed a lawsuit against the Town and others, which was removed to federal court, captioned Boston Executive Helicopters LLC v. Francis T. Maguire, et al., United States District Court, District of Massachusetts, Civil Action No. 1:15-cv-13647-RGS (“the Federal Case”).

16. On November 2, 2018, the FAA issued a decision on BEH’s separate Part 16 Complaint finding the Town of Norwood to be in violation of Federal law and its Federal grant obligations, and recognized conclusively that FlightLevel was the beneficiary of impermissibly granted exclusive rights (i.e., a monopoly) at the Airport. The FAA found that the Town “imposed unreasonable restrictions on BEH . . . which, when combined with the leasing practice with FlightLevel, have the overall effect of solidifying FlightLevel’s position at the Airport to the



detriment not just for BEH, but any other entity which would be seeking an opportunity to provide FBO services.”

17. On July 30, 2019, BEH and the Town/NAC entered into a General Release & Settlement Agreement (the “Settlement Agreement”).

18. In addition to other issues, the Town agreed to work “cooperatively to ensure that BEH is promptly approved and permitted as a full Service Fixed Base Operator (‘FBO’) at Norwood Memorial Airport within thirty (30) days of the execution of this Agreement.”

19. The Town further agreed in the Settlement Agreement that the NAC would enter into lease agreements with BEH for AIP Ramp #3-25-0037-27 (2006), consisting of approximately 72,000 s.f. (the ‘West Apron’), and AIP Ramp #3-25-0037-26(2005), consisting of approximately 15,295 s.f. (the ‘DC-3 Ramp’) (the ‘Leases’).”

20. On August 26, 2019, the NAC granted BEH a permit to operate as an FBO.

21. In keeping with its efforts to prevent competition, shortly after the Settlement Agreement was signed, on August 26, 2019, FlightLevel commenced this lawsuit in the Norfolk Superior Court against BEH, the Town, the NAC, and others, for injunctive relief to protect alleged access rights over portions of the West and DC-3 Ramps, including among other claimed rights, breach of an easement voted on by the NAC on February 15, 2017, and breach of a January 24, 1996 License Agreement (“the Lot B&H License”).

22. On or about May 20, 2020, in this action, FlightLevel filed a Motion for Injunctive relief against BEH (and the Town/NAC) seeking to enjoin BEH “from interfering with FlightLevel’s leasehold and access rights.” In that Motion, FlightLevel, just as it does here, claimed that BEH was blocking “access to and egress from its fuel farm.”

23. On or about July 1, 2020, the Court denied FlightLevel's Motion for Injunctive Relief.

24. On or about December 21, 2020, the NAC and BEH entered into a Standard Form Ground Lease for a portion of the Airport known as the West Apron. A true and correct copy of the West Apron Lease is attached hereto as Exhibit A.

25. On or about December 21, 2020, the NAC and BEH entered into a Standard Form Ground Lease for a portion of the Airport known as the DC-3 Apron. A true and correct copy of the DC-3 Lease is attached hereto as Exhibit B.

26. Pursuant to the terms of the West Apron and DC-3 leases, BEH has the right to use the leased ramp space for its own FBO operations including, aircraft handling, fueling of aircraft, aircraft tie-downs, and including but not limited to operations customarily associated with an FBO.

27. The leases executed between the Town and BEH contain no language or any indication that they are non-exclusive, or grant FlightLevel access rights. The phrase "non-exclusive" does not appear in the leases. Moreover, the issue before Judge Stearns concerned enforcement of the settlement agreement, not an interpretation of property rights granted or not granted under the yet to be signed leases.

The Superior Court Has Already Ruled That Neither Of BEH's Leases Grant FlightLevel Access Rights

28. In another action commenced by FlightLevel pending in the Massachusetts Superior Court (Norfolk County), captioned FlightLevel Norwood, LLC v. Boston Executive Helicopters, LLC et al., Civil Action No. 1582CV01637, FlightLevel sought the same injunctive relief against BEH.

29. On February 26, 2021, the court – not having considered the papers submitted by BEH when the injunction issued – issued an order enjoining BEH from interfering with access to

FlightLevel's fuel farm, including but not limited to "the parking of vehicles or aircraft or the placement of obstructions in the Gate 3 Taxilane Object Free Area, on FlightLevel's Lot G Sublease premises, on FlightLevel's Tank Farm Lease Lot premises, on FlightLevel's '25' Tank Farm Access Easement area, on the 'Lot B&H Licensed area,'" and on the area on Lot H. The court also enjoined BEH from interfering with FlightLevel's rights under its Tank Farm Sublease.

30. Shortly thereafter, BEH filed its Emergency Motion to Vacate the Preliminary Injunction Order. On June 3, 2021, the Court issued a Memorandum of Decision and Order allowing BEH's Emergency Motion to Vacate the Preliminary Injunction Order, correctly finding that "FlightLevel has failed to establish a likelihood of success on the merits of its claim is sufficient to deny injunctive relief." Judge Kirpalani ruled, in denying the preliminary injunction, that "[n]either lease explicitly grants FlightLevel any access rights to these areas." See June 3, 2021 Superior Court Order, attached hereto as Exhibit C, p. 4,

31. An airport ramp is a dangerous and high risk environment with substantial assets in terms of aircraft in close proximity with each other.

32. I have personally observed fuel vehicles and large tanker trucks directed and controlled by FlightLevel dangerously close to aircraft, equipment, and operators in the past.

33. Notwithstanding BEH's possessory interests, FlightLevel continues to maintain that they have "pre-existing leasehold and access rights" to the West Apron and DC-3 Apron.

34. FlightLevel has wrongly claimed that it has unfettered access rights over the West and DC-3 Aprons, including pursuant to an alleged vote by the NAC to create a non-exclusive easement over Lot H (on the West Apron), a license agreement concerning the area known as the "Lot B&H Licensed Area" on the West Apron, an alleged right to install a fuel delivery system from Lot H

(portions of the West Apron) to the DC-3 Apron, and alleged rights to install, maintain, a fuel terminal and dispensing system on the DC-3 Apron.

35. Over BEH's objection, and notwithstanding the BEH's leases, FlightLevel has stated that they fully intend to "utilize such portions of the West Apron and/or DC-3 Apron as shall be necessary to provision its fuel farm and exercise its access rights."

36. On January 11, 2021, FlightLevel was put on written notice that if they enter upon or traverse BEH's leaseholds that it would be deemed a trespass.

37. On January 12, 2021, FlightLevel caused and/or directed an 18 wheel semi-truck gasoline tanker under their direction and control to trespass on and across BEH's leasehold on the West Apron, almost striking one of BEH's fuel vehicles.

38. Since the execution of the West Apron and DC-3 Leases, FlightLevel employees have continued to frequently drive vehicles and otherwise trespass onto BEH's leaseholds.

39. BEH has lease rights on the following parcels at the Airport:

- a. Portions of Lot A, B and H, via the West Apron Lease with the Town of Norwood.  
This includes lease rights on the "West Apron", which include portions of Lot A, Lot H and Lot B, and Gate Lane 3, which includes the entire length.
- b. Lot F and Lot G, via the assignment of the Lot F sub lease, which includes the Gate Lane 3, entire length.
- c. Portions of Lots F, G, B, A, and H, via the condo hangar sub leases for units 7 and 8 BEH's operations on the Condo Hangar sub leases, on Lot G, which includes portions of Lot G, Lot B, Lot A, Lot H and gate lane 3, the entire length.<sup>1</sup>

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<sup>1</sup>The Condo hangar sublease used by BEH was acknowledged and approved by Peter Eichleay, with notice, regarding BEH operations, beginning on March 23, 2010.

40. FlightLevel does not have rights to access any of BEH's leaseholds for fueling or any other purpose without BEH's consent and, in no event, does FlightLevel have the right to demand that BEH move aircraft or vehicles parked on and within BEH's leaseholds.

41. FlightLevel has not provided any lease agreement or other evidence that it has any rights to the West Apron, or the DC-3 apron, leased to BEH.

42. FlightLevel similarly does not have an easement as suggested to access the fuel farm over BEH's leased portion of Lot H. FlightLevel continues to baselessly maintain that a February 2017 vote of the NAC to have the NAC's counsel work with FlightLevel to create such an easement over the West Apron portion of Lot H granted it rights. But that easement was never completed and since that time the NAC has leased that area to BEH.

43. The plans attached to the West and DC-3 Leases (see Exhibits A and B) contain no easement or other access rights in favor of FlightLevel. Prior to the execution of the leases, on April 29, 2020, Town Counsel sent a title exam to BEH regarding the West and DC-3 Aprons. No easement or other access rights in favor of FlightLevel as suggested here were noted.

44. In a recent attempt to thwart BEH's business and any competition, at a February 10, 2021 meeting of the NAC, FlightLevel presented a plan to install a fuel dispensing facility on the DC-3 Ramp, currently leased to BEH. The NAC denied this request, affirming that FlightLevel has no rights on the BEH's leaseholds.

45. Given FlightLevel's failure to respect BEH's property rights, on or about January 13, 2021, BEH filed an amended answer and counterclaim against FlightLevel in Civil Action No. 1982-01099 seeking among other things a declaration that the Defendants-in-Counterclaim have no right to use BEH's leaseholds in connection with, without limitation, the provisioning of

FlightLevel's fueling system, the lightering of fuel to and from said fueling system, the operation of fuel transport vehicles or other vehicles, and the fueling of aircraft of any kind.

FlightLevel Can Access Its Fuel Farm

46. FlightLevel is able to access their fuel farm, including receiving deliveries of "Jet A" and Avgas fuel from transports, without accessing or traversing BEH's leaseholds, and without impeding or interfering with BEH's rights under its leases.

47. Tellingly, FlightLevel recently produced the attached plans prepared by its expert Norwood Engineering that specifically show that FlightLevel can receive bulk fuel deliveries without traversing onto BEH's leaseholds. See Exhibit D. These plans conclusively show that FlightLevel's delivery vehicles do not need to make a turn onto BEH's leasehold on the West Apron.

48. According to other documents produced by FlightLevel,

49. BEH has never obstructed or blocked FlightLevel. FlightLevel has not received a fuel delivery because of BEH. On Monday, February 22, 2021, FlightLevel chose to make a stand in an attempt to claim rights to BEH's leased space, rather than unload its fuel. There was nothing preventing FlightLevel from unloading in the exact same area as the Avgas is unloaded.

50. Attached as Exhibit E is a photographic overview of the Lot F, Lot G, Lot H and Gate 3 area.

51. In his affidavit, Peter Eichleay fails to mention that "Lot H" is over 100,000 square feet in size. A portion of Lot H is inside the FlightLevel fuel farm, a portion of Lot H is also inside the West Apron, leased to BEH. BEH has not placed any vehicles outside of our West Apron leased area. The vehicles Eichleay claims were placed on "Lot H" were in fact on the West Apron, leased to BEH. The vehicles in no way blocked or prohibited FlightLevel from entering its fuel

farm, from the East, South or West. Eichleay falsely claims delivery vehicles must “position” over the “Containment Pad.” FlightLevel can load and unload bulk and service vehicles, from multiple locations throughout its fuel farm on lot H. The containment pad on the East side of the fuel farm can accommodate both “Jet A” and Avgas deliveries.

52. As depicted on the attached photographs, FlightLevel has previously loaded and unloaded fuel delivery vehicles on both the North, South, and East sides of the Fuel farm. See Exhibit F.

53. FlightLevel has also repeatedly loaded and unloaded fuel from outside the fenced area of the fuel farm, on dirt, through the fence – and not on the so-called “Containment Pad.” See Exhibit F.

54. The “AutoTurn Plan” attached to the Affidavit of Peter Eichleay as Exhibit 3 is not based on any known or written standards or regulations. FlightLevel incorrectly asserts that certain areas at the Airport prohibit fueling due to NFPA 407. There are no NFPA setbacks at the Airport, as the Airport regulations do not contain any reference to NFPA 407. This was confirmed by the Norwood Fire Department, and through the deposition testimony of the Airport Manager in the Federal Case. Moreover, FlightLevel itself regularly fuels in areas that it claims are subject to non-existent NFPA setbacks.

55. Moreover, the “AutoTurn Plan” shows only FlightLevel’s preferred way to enter the fuel farm (from the East). In fact, FlightLevel can enter the fuel farm from the East, West, or South directions. See Exhibit F. As such, FlightLevel can enter and exit the fuel farm without driving over the West Apron leased to BEH.

56. FlightLevel’s rights on Lot G to access its fuel farm are limited to the tank farm access easement, which is on both the East and West of the fuel farm.

57. I have observed on many occasions FlightLevel or its transports entering the fuel farm from the East and West, and also backing in from the East and West, loading and unloading from the East, South, and West. See Exhibit F.

58. Moreover, there is no need or regulatory requirement for FlightLevel's transports of Avgas or "Jet A" to refuel FlightLevel's tanks from the so-called "containment pad."<sup>2</sup> FlightLevel often loads and unloads fuel from vehicles not situated on the "containment pad." See Exhibit F.

59. There is no need for FlightLevel to enter or exit from the East side of the fuel farm, and a wide turn in that area is not required. I have observed for many years FlightLevel unloading bulk fuel deliveries from the East and South side of the fuel farm – without any turn on to the West apron (now leased by BEH).

60. To the extent FlightLevel claims any difficulty maneuvering on its property, that is an issue of its own making. FlightLevel has installed gates and a fence around its fuel farm. There is no need or legal requirement for the gates and/or a fence. BEH's own underground fuel storage facility has no fence or gate surrounding the area.

61. FlightLevel's claim that the area of Lot H (now leased by BEH), which is shown on the "AutoTurn Plan," must be free of obstructions and vehicles is a falsehood. As shown on the attached photos, See Exhibit F, that precise area on the West Apron has aircraft tie downs located in the same area complained of by FlightLevel.

62. FlightLevel has been utilizing the fuel farm, without any problems or complaint, with aircraft permanently tied down/parked, in that exact same location. See Exhibit F, p. 6.

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<sup>2</sup>The "Containment Pad" directs any FlightLevel fuel spills to "Outflow 2" which would discharge fuel spills directly into the Neponset River Watershed.



63. Peter Eichleay claims, incorrectly, that the areas surrounding the FlightLevel fuel farm, South, East, West, must be free at all times , for FlightLevel fuel delivery trucks, inspection vehicles and Town Fire Safety. This is another falsehood. FlightLevel delivery trucks park at various locations inside and outside the fuel farm fence, as depicted in the pictures attached. See Exhibit F. Fuel delivery trucks enter and exit the area using the Tank Farm Access Easement, without any problem, as they have done for years.

64. Most revealing, in a letter dated September 24, 2013, Peter Eichleay again addressed the NAC and stated expressly that one business at the Airport should not be compelled to allow another business at the Airport to use its property: “Needless to say, our stance is a common sense one that holds true for all American enterprise according to common law: namely that no business would ever be compelled to allow its assets to be used to their own detriment let alone to enable a competitor without just compensation (e.g. Ernie Boch wouldn’t allow Herb Chambers to sell cars on his lots; Ford would never grant Honda access to its plants; etc.).” See Exhibit G, hereto. FlightLevel has also taken the position that its own insurance would be “unobtainable” should they allow another business to use their leaseholds. Id.

Signed under the pains and penalties of perjury on this 2<sup>nd</sup> day of August 2021.

Christopher R. Donovan  
Christopher R. Donovan

## EXHIBIT A

EXECUTION COPY

## Norwood Memorial Airport Standard Ground Lease Form, Short-Term

This Ground Lease Agreement (the "Lease" or "Agreement") is made this 16<sup>th</sup> day of December, 2020 by and between the Norwood Airport Commission (the "Lessor" or "NAC") acting pursuant to its statutory powers as set forth under Massachusetts State Laws, Chapter 90, Sections 51D through 51N, as the same may be amended, by and on behalf of the Town of Norwood, and having its usual place of business at the Norwood Memorial Airport, 111 Access Road, Norwood, MA 02062 and Boston Executive Helicopters, LLC, a Delaware Limited Liability Company with a principal place of business located at 209 Access Road, Norwood, MA 02062 (the "Lessee").

### WITNESSETH

WHEREAS, the Lessor operates that certain airport known as the Norwood Memorial Airport and is located at 111 Access Road, Norwood MA 02062 (the "Airport"); and

WHEREAS, the Lessor desires to lease a portion of the Airport known as the West Apron (hereinafter defined) to Lessee and Lessee desires to lease from the Lessor the West Apron subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. **GROUND SPACE:** In consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor hereby leases unto the Lessee a parcel of land situated on the Airport known as AIP Apron #3-25-0037-27 (2006) consisting of approximately seventy-three thousand two hundred and thirty eight (73,238) square feet and marked the "West Apron" on the Airport plan attached hereto as Exhibit A and incorporated herein by reference (the "Leased Premises" or "West Apron"). Contained outside and east of the Leased Premises and West Apron and west of the north-south taxi-lane centerline is part of a taxi-lane object-free area (commonly referred to as a "TOFA"). Contained outside and north of the Leased Premises and West Apron and south of the Gate 3 taxi-lane centerline, is part of a TOFA.

II. **TERM:** Subject to earlier termination as hereunder provided, this Lease is for one term of five (5) years, commencing on the \_\_\_ day of December, 2020 and ending on the last day of November, 2025. Provided Lessee is not in default hereunder, Lessee shall have the right exercisable by giving written notice thereof to Lessor not less than six (6) months prior to the expiration of the Term, to extend the Term for one (1) additional three (3) year period (the "Extended Term"). The terms and conditions of any Extended Term shall be as set forth herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Lessee shall have no right to elect to extend the term during any period in time in which the Lessee remains in default hereunder.



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III. **RENT:** The rent that the Lessee will pay to the Lessor during the Term shall be equal to \$0.50 per square foot and shall be paid in twelve (12) equal monthly installments of Three Thousand fifty-one and 58/100 Dollars (\$3,051.58). The first (1st) payment hereunder shall be made upon the execution and delivery of this Agreement to the Lessor, and subsequent payments shall be made no later than the first (1st) day of each month thereafter during the Term thereof. For each successive year of this Lease, from Year 2 through Year 5 (or from Year 2 through Year 8 in the case of an Extended Term), the rent will increase by two percent (2%) from the preceding year.

To the extent permitted by applicable law, Lessee further agrees that, in the event that any rent payment or other payment required to be paid by Lessee hereunder is not paid in full by the start of the tenth (10th) day of each month, Lessee shall pay to Lessor, in addition to such late rent payment or other payment due hereunder, an initial late fee, as additional rent, in the amount of Fifty and 00/100 Dollars (\$50.00). Further, a subsequent late fee of Twenty and 00/100 Dollars (\$20.00) per day will be incurred by Lessee for each day payment is delayed after the tenth (10th) day of the month in which such payment was originally due. All future payments by Lessee will be allocated first to any outstanding balances due other than rent. Any remaining monies paid by Lessee to Lessor will be allocated lastly to any rent balance.

IV. **USE OF THE PREMISES:** Lessee shall have the right to use the Leased Premises for the following aeronautical purposes and activities, and those purposes directly needed to accomplish such uses and none other. The Leased Premises shall be used for: Aircraft tie-down, aircraft handling, and fueling of aircraft, including but not limited to operations customarily associated with an FBO "Fixed Base Operator." As an accessory use to Lessee's right to use the Leased Premises, and due to limited parking elsewhere, Lessee may also park vehicles on the Leased Premises for personnel and customers so long as doing so does not interfere with Lessee's or any other Airport user's lawful activities at the Airport. It is agreed that the Lessor makes no representation or guarantees that the Leased Premises is fit for the uses to which they are placed by the Lessee, but rather, that Lessee has made its own independent judgment that the Leased Premises are suitable to Lessee's needs.

No unauthorized third party commercial activity shall be conducted in, from or around the Leased Premises. Third party commercial activity customarily associated with FBO operations shall be authorized and permitted. Lessee shall not use the Leased Premises in any manner that will constitute waste, and Lessee shall not cause or permit any unlawful conduct, annoyance or nuisance to exist or arise in the course of or as a result of its use of the Leased Premises, nor permit any activity or omission that constitutes or results in unlawful conduct, annoyance or nuisance, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Leased Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee shall conduct itself, and shall cause its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers to conduct

## EXECUTION COPY

themselves, in an orderly and proper manner so as not to disturb or interfere with the NAC's or others' use of the Airport.

The Lessor hereby requires that the Lessee comply with FAA Advisory Circular AC 150/5300-13A Airport Design and its successor, particularly sections 504, 505, and 506, which address the safe maneuvering of aircraft on a parking apron, mixing aircraft types and sizes, and the potential need to ground-handle jet aircraft to and from the parking apron, and to prevent jet blast, among other issues. Therefore, The Lessee will be required to make its own independent judgment to assure proper wingtip clearances, and the parties hereto agree that the Lessor shall not be liable or otherwise responsible relative to the layout and use of the Leased Premises, including, but not limited to, said internal taxi-lane.

V. **INSURANCE:** The Lessee agrees that it will secure and pay for commercial general liability insurance with respect to the Leased Premises, insuring the Lessee and the Lessor (including its past, present, and future officers, officials, employees, agents, servants, representatives, designees, volunteers, boards, committees, commissions, departments, and assigns) against all claims for injuries to a person or property sustained by anyone while on the Leased Premises or by through the actions of the Lessee, its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers, anywhere on the Airport. The Lessee agrees to name the Lessor as an additional insured. Insurance will also include coverage for any product and service provided by the Lessee. Lessee will maintain property and general liability insurance for personal injury including death with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards or such other amounts as the Lessor may reasonably require from time to time; and property damage insurance with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards, or such other amounts as the Lessor may reasonably require from time to time; and any other type of insurance as may be required by law or by the Lessor with limits in the amount(s) specified by law or by the Lessor. Higher insurance coverage limits may apply based on the Lessee's planned use of the Leased Premises with respect to the applicable insurance coverage limits reflected in the Norwood Airport Minimum Standards. Insurance will be provided by a responsible company(ies) authorized to do business in the Commonwealth of Massachusetts. The Lessee shall provide the Lessor with proof of insurance as evidenced by certificates of insurance which comply with the Norwood Airport Minimum Standards. The Lessee shall promptly provide the Lessor with such proof in the event of any material change in the coverage limits, type of insurance, or the insurer providing any such insurance. Insurance policies and coverage limits shall at all times conform to the applicable rules, regulations, standards, policies, directives, guidelines, and other requirements issued by the Federal Aviation Administration ("FAA"), Massachusetts Department of Transportation (Aeronautics Division) or its successor (collectively, the "Mass DOT"), and the NAC. Copies of all proof of insurance shall be filed with and maintained in the offices of the NAC.



## EXECUTION COPY

**VI. ASSIGNMENTS, MORTGAGES, OR SUBLEASES:** Neither Lessee, nor its successor, heirs or assigns, shall assign, mortgage, pledge, or encumber this Lease. Leased Premises may not be sub-let for any purpose other than aircraft tie down sub leases. This Lease shall not be assigned or transferred by operation of law, without the prior consent in writing of the Lessor in each instance. If this Lease is assigned or transferred, or any part of the Leased Premises is used by other than the Lessee, Lessor may, after notice of default to Lessee, collect rent from assignee, transferee, or occupant and apply amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or acceptance of the assignee, transferee, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent of the Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent to any future transfer of interest.

**VII. SPECIAL CONDITIONS:**

All activities shall be in accordance with the General Regulations for the Norwood Memorial Airport, the Norwood Airport Minimum Standards, the Norwood Memorial Airport Storm Water Pollution Prevention Plan, the Norwood Memorial Airport Spill Prevention, Control and Countermeasure Plan, Norwood Airport Security Plan, including restrictive access control to and from the Leased Premises, and any other applicable rules, regulations, standards, policies, directives, guidelines and other requirements issued by a governmental authority including but not limited to the FAA, Mass DOT, and the NAC, as these may be amended from time to time. The NAC reserves the right to alter its security plan as needed to reflect the national security requirements in the future. The NAC further reserves the right to alter access to the site for safety and security reasons.

The following additional conditions are required by the Lessor of the Lessee:

1. The Lessee must provide a parking plan of the West Apron to Lessor, showing its intended use of transient (non-based) aircraft tie-down spaces, as well as based aircraft tie-down spaces.
2. With an FAA-approved paint, the Lessee must apply pavement markings of "Transient" on those aircraft tie-down spaces to be used exclusively for non-based aircraft. Spaces not marked "transient" may be used for based or non-based aircraft. In advance, a pavement markings plan must be submitted to, and approved by, Lessor.
3. Per the General Regulations for Norwood Memorial Airport, the pilot-in-command of any transient aircraft parked on the West Apron must sign in at the Lessee's operations desk. A standardized form will be provided by Lessor. This form will be turned in to Lessor at its request, but at least monthly.
4. The Lessee must perform crack-sealing on the West Apron in Years one (1) and five (5) of the Term using Mass DOT approved products and processes.

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5. With an FAA-approved paint, the Lessee must re-mark the aircraft tie-down every even year during the Term beginning in Year 2 of this Lease.

VIII. **ACCESS AND EGRESS:** Lessee shall at all times have the full and free right of access and egress to the Leased Premises, subject, however, to safety and security requirements. This applies additionally, for employees, customers, passengers, guests and invitees of the Lessee. Such rights shall extend to persons or organizations supplying materials or furnishing services to the Lessee, including the use of vehicles, machinery and equipment reasonably required by such person or organization, provided, however, that such use shall conform to rules and regulations, and security guidelines of the Norwood Airport Commission regulating such activity.

IX. **RULES AND REGULATIONS:** Lessee agrees to observe and obey the Norwood Memorial Airport General Regulations, and any standards, regulations, plans and programs incorporated therein (collectively referred to as the General Regulations), adopted by the Norwood Airport Commission, as the same may be amended from time to time, and to conform to such rules and regulations applicable to the operation of aircraft also issued by the Norwood Airport Commission on an airport. Additionally, Lessee agrees to comply with the directives of the FAA and Mass DOT with respect to operation of aircraft on an airport. Lessee acknowledges receipt of a copy of the General Regulations referred to herein and relating to conduct of person and business at the Airport. The provisions of the General Regulations, as amended from time to time, are incorporated herein. To the extent the General Regulations are inconsistent with this lease, the General Regulations shall control.

X. **GOOD AND SUFFICIENT REPAIR:** It is agreed the Lessor shall be under no obligation to maintain or repair Leased Premises, but that Lessee shall keep Leased Premises in good and sufficient repair and to quit and deliver up the Leased Premises upon termination of the lease in the same condition they are now in. Ordinary wear and tear and damage resulting from the elements, or circumstances over which Lessee had no control are excepted. The Lessee shall be responsible for snow removal within the Leased Premises and shall deposit such snow and ice in those areas of the Airport designated by the Lessor from time to time. In the event of extreme weather events or extraordinarily high levels of snowfall, the parties agree to work cooperatively to identify other areas where such snow and ice may, if necessary, be deposited.

XI. **RIGHT TO MAKE IMPROVEMENTS, ALTERATIONS, OR REPAIR:** Lessor reserves the right from time to time to make improvements, alterations, renovations, changes and repairs in and about the Leased Premises. Lessee shall make no claim against the Lessor for interference with leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, change and repair. The Lessee shall not hinder or interfere with the Lessor. Lessor shall have the right at all



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times to erect a building or structure on adjoining or neighboring premises as it deems fit or proper, without any liability to Lessee therefore in any event or any cause. The Lessor, as the authorized representative of the Airport, is solely in charge of determining the nature and scope for improvements to the Airport. Through the Airport Layout Plan (ALP) and/or the Airport Master Plan, the Lessor shall determine as it seems fit and proper, without any liability to the Lessee, therefore in any event, or any cause. Lessee agrees not to make or suffer to make any alteration therein without the approval of Lessor in advance of any work.

**XII. LESSEE TO RESTORE PREMISES:** In the event the Leased Premises is destroyed in whole or in part by fire or other casualty, or by the Lessee's want of care, Lessee shall on receipt of notice from Lessor promptly rebuild or restore the Leased Premises to their previous condition, or alternately, may elect to demolish the remaining structure, restore the ground site to pre-lease condition, and terminate this Lease upon thirty day's (30) written notice to Lessor. The Lessee shall remain liable for any rent hereunder at all times, notwithstanding rebuilding, restoration or demolition, and the Lessor shall not be liable for any costs incurred by the Lessee attributable to any election of Lessee hereunder.

**XIII. LESSEE TO COMPLY WITH FIRE PREVENTION LAWS:** Lessee shall at all times comply with the Massachusetts General Laws Chapter 148, the Massachusetts Fire Code and Regulations, and the rules and regulations of the Norwood Fire Department for the prevention of fires and the environmental safety of the Leased Premises. Lessee shall at its own expense comply with all orders relating thereto, provided, however that there shall be no obligation to make substantial changes or to install costly fire prevention systems. No hazardous use of the Leased Premises is authorized.

**XIV. INDEMNIFICATION OF LESSOR:** Lessee, at its expense, shall release, defend, indemnify and hold harmless the Lessor, the Town of Norwood, and their respective members, directors, officers, agents and employees from and against all costs, claims, damages, losses, expenses, fees, proceedings, judgments, actions, demands, causes of action, and liabilities ("Claims") and expenses (including reasonable attorneys' fees and costs of investigation and litigation) based upon or arising out of Lessee's conduct of its business at the Airport or its use of the Leased Premises or any other Airport property, provided that Lessee shall not be liable for any Claim caused solely by the willful misconduct or gross negligence of the Lessor or the Town. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Lessor or the Town that would exist under any applicable law or under provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease. This indemnification agreement shall survive the expiration or earlier termination of this Lease.



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It is understood that the Lessor shall not be liable in any way to the Lessee, its agents, representatives, or employees for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land or from any change in the physical condition of the land caused by the elements, erosion or deterioration.

XV. **TAXES:** Real estate taxes, if any, on the Leased Premises will be the obligation of the Lessee.

XVI. **TERMINATION BY LESSOR:** Lessee hereby covenants with Lessor, its successors and assigns, that it will pay hereof unto the Lessor the monthly rent upon the days appointed for payment, and also all taxes and assessments, including any penalties of whatever nature. If the Lessee fails to make payments due within thirty (30) days on the date on which payment is due, Lessor may, at its option, terminate this Lease and take possession of the Leased Premises. Lessor shall have the right to terminate this Lease in the event that the Lessee, its agents or employees cause the Leased Premises to strip, waste or commit any breach of the covenants of this Lease, and the Lessee shall have the right to remove its building or property not held by the Lessor for security of payment.

XVII. **LESSOR'S RIGHT OF ENTRY:** Lessee shall permit Lessor, its agents, attorney, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, or repairs, without any rebate of rent and without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

XVIII. **RE-ENTRY AND REPOSSESSION ON DEFAULT:** Lessor may terminate this Lease pursuant to Article XV, or for non-payment of taxes, assessments, or other payments obligated hereunder, or if the Leased Premises are abandoned or vacated by the Lessee during the term thereof.

XIX. **LESSEE'S RIGHT TO TERMINATE:** In the event the Airport or the Leased Premises shall for any reason become unsuitable by reason of any law or regulation now or hereafter enforced affecting the Lessee's business, the Lessee shall have the right to terminate and cancel this Lease upon giving the Lessor thirty (30) days' notice in writing, provided, however, that the Lessor may within such time, remove such cause for cancellation by placing the Leased Premises in suitable and safe condition so as to comply with the law and regulation affecting the same.

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XX. **LESSOR'S RIGHT AT END OF TERM:** It is understood and agreed that upon the termination, cancellation, or at the end of any Term hereof, the buildings and improvements on the Leased Premises shall revert to Lessor. Lessee may remove fixtures at its own expense, without damage to the underlying real property, building, or improvements.

XXI. **CONFORMITY OF AGREEMENT:** Lessor reserves the right to enter into other agreements which authorize the use of the Airport facilities on terms similar to those extended to Lessee. However, Lessor agrees not to enter into any similar agreements with respect to the Airport, which contain more favorable terms than this Lease with the Lessee, or to grant potential competitors of Lessee privileges not herein authorized unless the same are extended to the Lessee.

XXII. **SURRENDER OF POSSESSION:** The Lessee shall at the expiration or earlier termination of this Lease remove all Lessee's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the NAC the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the NAC is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same. In the event of an Event of Default, the NAC shall have the right to sell such property provided that it shall give Lessee not less than thirty (30) days' advance written notice that it intends to conduct such a sale. The proceeds of such sale shall be applied, first, to the cost of the sale, second, to the payment of charges of storage and removal, third to the payment of rentals or any other obligation which may then be due from Lessee to the NAC, and the balance, if any, shall be paid to Lessee.

XXIII. **ABANDONMENT OF PREMISES:** Lessee hereby agrees not to vacate or abandon the Leased Premises at any time during the term hereof. If Lessee shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned, and may either be retained by the Lessor as property of the Lessor or may be disposed of at a public or private sale as Lessor sees fit. Any property of the Lessee sold at public or private sale or retained by Lessor shall have all proceeds of any such sale, or the then current fair market value of such property as may be retained by the Lessor, shall be applied by Lessor against (1) the expenses of Lessor removal, storage, or sale of the personality, (2) the arrears of rent or future rent payable under this Lease, and (3) any other damages to which Lessor may be entitled hereunder. The balance of such amounts if any shall be given to Lessee. Lessor may, at its option, relet the Leased Premises as agent of the Lessee, however, Lessee shall remain liable for

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loss or damages resulting from the abandonment. Lessee hereby waives all rights of notice to quit or intention to re-enter the Leased Premises under the provisions of any statute of the Commonwealth of Massachusetts, or of this Lease, in the event of abandonment of the Leased Premises.

XXV. **SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE:** Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Leased Premises without written consent of Lessor which shall not be unreasonably withheld. Lessee shall remove such signs, displays, advertisements, or decorations placed on the Leased Premises, which, in the sole opinion of Lessor, are offensive or otherwise objectionable. If Lessee shall fail to remove signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove, then, Lessor reserves the right to enter the Leased Premises and remove the objectionable item at the expense of the Lessee.

XXVI. **AGENCY:** Lessee shall not at any time during the period of this Lease, or any extensions thereof, act as agent, servant, or employee of Lessor, and shall not be liable for failure to act.

XXVII. **NOTICE:** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and returned receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of a summons or other legal process.

XXVIII. **ATTORNEY'S FEES:** If any action at law or in equity shall be brought to recover rent under this Lease, or for, or on account of any breach hereof, or to enforce or to interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fee, the amount of which shall be fixed by the court, and shall be made part of any judgment or decree rendered.

XXIX. **RIGHT TO CLOSE AIRPORT:** Lessor reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction or rehabilitation interrupts, inconveniences, interferes with or in any way adversely affects Lessee's use of the Airport, or any of its facilities,

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the Lessee does hereby waive any and all claim for damages arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not nor hereby represent, warrant or guarantee, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but that the Airport or any of its facilities may be closed by Lessor in whole or in part for reasonable periods of time as a result of causes beyond the control of the Lessor, or for the execution of any or all of the functions set forth herein above. Lessor will notify the Lessee upon closing the airport and when re-opening the airport.

**XXX. FEDERAL AND STATE REQUIREMENTS:** It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, the Lessee will: a.) Furnish said services on a fair, equal and not unjustly discriminatory basis to users thereof, and b.) Charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958; and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

The Lessee for self, personal representatives, assigns and successors in interest, further agrees as a covenant running with the land: a.) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities. b.) In the construction of any improvements on, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, c.) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease, and to re-enter and repossess said land, order the removal of Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that



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nothing in the lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in part by grants from the FAA and Mass DOT, meaning that receipt of these grants is conditional upon compliance by the NAC with certain assurances, and therefore, any term or condition of this Lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the NAC, in compliance with FAA and Mass DOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to the Airport, and thus, any commercial activity authorized on the Leased Premises of this Lease may be subject to competition from others, on or off the Airport. The Lessor has the right to amend this lease to comply with all existing and future FAA and Mass DOT grant assurances.

Lessor reserves the right to cancel this Lease in the event of a national emergency or declaration of war by the United States of America, and Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the foregoing sections required by Federal or Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily mandated provisions contained herein shall control.

XXXI. **RESERVED RIGHTS:** In addition to any rights reserved by the Lessor hereunder, the Lessor reserves the right: a.) to further develop or improve the airside and landside areas of the Airport as it sees fit, and without interference or hindrance; b.) to maintain and keep in good repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of lessees in this regard; c.) to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent lessees from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft; and d.) to take any action it considers necessary to comply with any grant assurances, obligations, or responsibilities imposed upon the Town of Norwood or the Lessor by the FAA and Mass Dot, including but not limited to entering the Airport's Leased Premises for any reason and/or amending or terminating any lease agreement.

XXXII. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the heirs, assigns or successors in interest to the parties.

XXXIII. **SEVERABILITY:** If for any reason any provision of this Lease is determined to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

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XXXIV. **WAIVER:** The failure by the Lessor to enforce any provision of this lease will not constitute a waiver of future enforcement of that or any other provision.

XXXV. **JURISDICTION:** Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts of Massachusetts and the parties hereby consent to the personal jurisdiction and venue of such courts.

XXXVI. **ENTIRE AGREEMENT:** This Lease represents the entire agreement between the parties hereto with respect to the matter covered herein. No other agreement, representations, warranties, proposals, oral or written, shall be deemed to bind the parties.

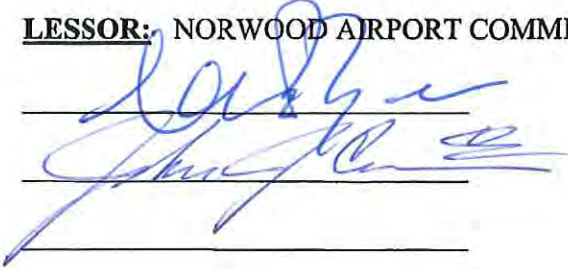
XXXVII. **CAPTIONS:** All captions in this Lease are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Lease.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

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IN WITNESS WHEREOF, the parties hereto have duly affixed their hand and seal as of  
the day and year first above written.

**LESSOR:** NORWOOD AIRPORT COMMISSION, acting on behalf of the Town of Norwood


  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Counsel as to form only, not substance

\_\_\_\_\_

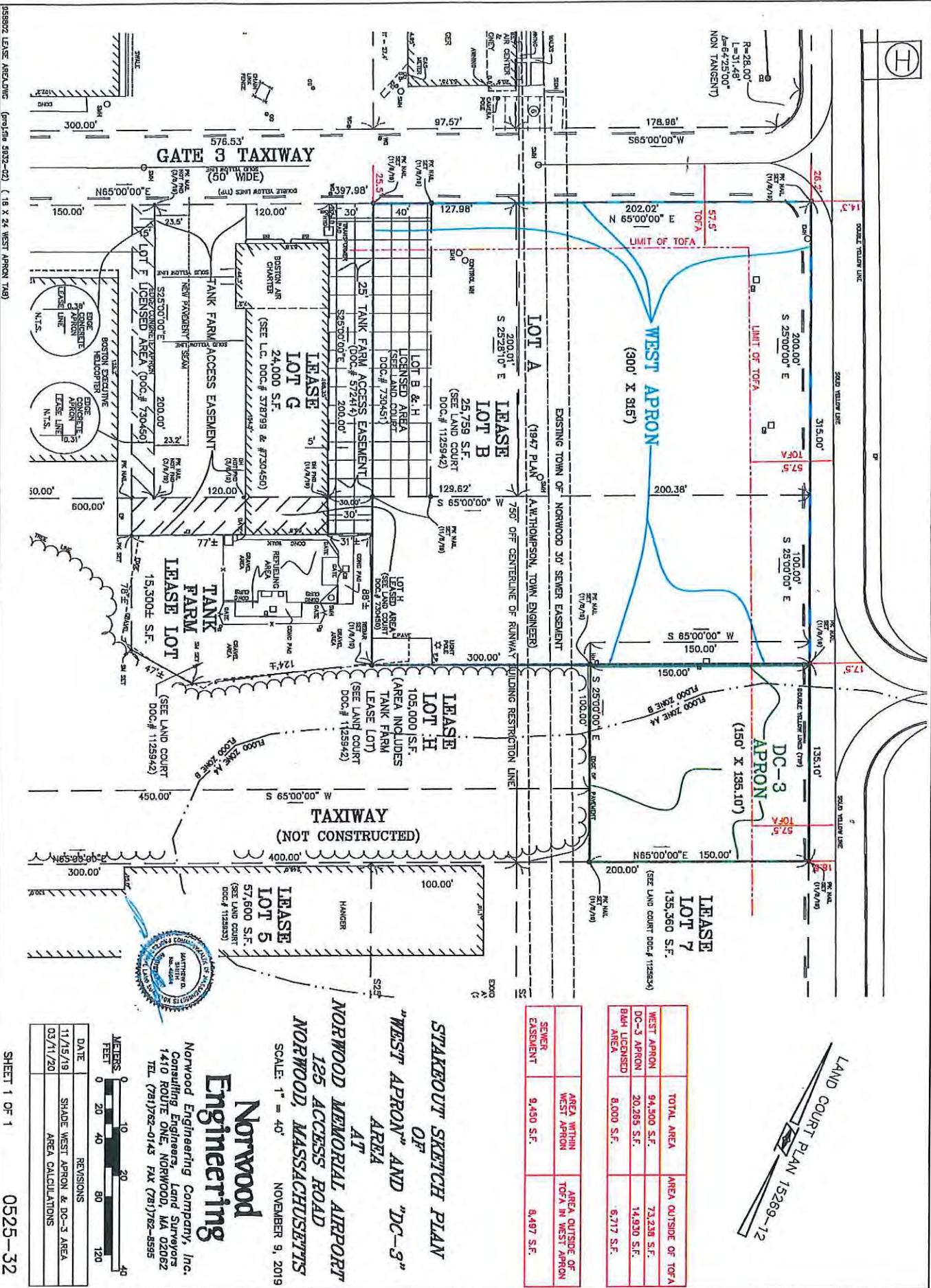
**LESSEE:**

BOSTON EXECUTIVE HELICOPTERS, LLC

  
Name: Christopher Donova  
Title: President







LAND COURT PLAN 15289-12

AREA	TOTAL AREA	AREA OUTSIDE OF TOFA
WEST APRON	94,500 S.F.	73,238 S.F.
DC-3 APRON	20,285 S.F.	14,930 S.F.
BOTH LICENSED AREA	8,000 S.F.	6,717 S.F.

SEWER EASEMENT	AREA WITHIN WEST APRON	AREA OUTSIDE OF TOFA IN WEST APRON
	9,450 S.F.	8,487 S.F.

### STAKEOUT SKETCH PLAN

OF  
"WEST APRON" AND "DC-3"  
AREA  
AT

NORWOOD MEMORIAL AIRPORT  
125 ACCESS ROAD  
NORWOOD, MASSACHUSETTS

SCALE: 1" = 40' NOVEMBER 9, 2019

**Norwood Engineering**

Norwood Engineering Company, Inc.  
Consulting Engineers, Land Surveyors  
1410 ROUTE ONE, NORWOOD, MA 02062  
TEL (781)762-0145 FAX (781)762-8595

DATE	REVISIONS
11/15/19	SHADE WEST APRON & DC-3 AREA
03/11/20	AREA CALCULATIONS



## EXHIBIT B

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## Norwood Memorial Airport Standard Ground Lease Form, Short-Term

This Ground Lease Agreement (the "Lease" or "Agreement") is made this 16<sup>th</sup> day of December, 2020 by and between the Norwood Airport Commission (the "Lessor" or "NAC") acting pursuant to its statutory powers as set forth under Massachusetts State Laws, Chapter 90, Sections 51D through 51N, as the same may be amended, by and on behalf of the Town of Norwood, and having its usual place of business at the Norwood Memorial Airport, 111 Access Road, Norwood, MA 02062 and Boston Executive Helicopters, LLC, a Delaware Limited Liability Company with a principal place of business located at 209 Access Road, Norwood, MA 02062 (the "Lessee").

### WITNESSETH

WHEREAS, the Lessor operates that certain airport known as the Norwood Memorial Airport and is located at 111 Access Road, Norwood MA 02062 (the "Airport"); and

WHEREAS, the Lessor desires to lease a portion of the Airport known as the DC-3 Apron (hereinafter defined) to Lessee and Lessee desires to lease from the Lessor the DC-3 Apron subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. **GROUND SPACE:** In consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor hereby leases unto the Lessee a parcel of land situated on the Airport known as AIP Apron #3-25-0037-26 (2005) consisting of approximately fourteen thousand nine hundred thirty (14,930) square feet and shown on an Exhibit A plan attached hereto, situated on the Norwood Memorial Airport in Norwood, Massachusetts. The Leased Premises are marked DC-3 Apron" on said plan (the "Leased Premises" or DC-3 Apron"). Contained outside and east of the Leased Premises and DC-3 Apron and west of the north-south taxi-lane center line is part of a taxi-lane object-free area (commonly referred to as a "TOFA").

II. **TERM:** Subject to earlier termination as hereunder provided, this Lease is for one term of five (5) years, commencing on the \_\_\_ day of December, 2020 and ending on the last day of November, 2025. Provided Lessee is not in default hereunder, Lessee shall have the right exercisable by giving written notice thereof to Lessor not less than six (6) months prior to the expiration of the Term, to extend the Term for one (1) additional three (3) year period (the "Extended Term"). The terms and conditions of any Extended Term shall be as set forth herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Lessee shall have no right to elect to extend the term during any period in time in which the Lessee remains in default hereunder.



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III. **RENT:** The rent that the Lessee will pay to the Lessor during the Term shall be equal to \$0.50 per square foot and shall be paid in twelve (12) equal monthly installments of Six Hundred Twenty-two and 08/100 Dollars (\$622.08). The first (1st) payment hereunder shall be made upon the execution and delivery of this Agreement to the Lessor, and subsequent payments shall be made no later than the first (1st) day of each month thereafter during the Term thereof. For each successive year of this Lease, from Year 2 through Year 5 (or from Year 2 through Year 8 in the case of an Extended Term), the rent will increase by two percent (2%) from the preceding year.

To the extent permitted by applicable law, Lessee further agrees that, in the event that any rent payment or other payment required to be paid by Lessee hereunder is not paid in full by the start of the tenth (10th) day of each month, Lessee shall pay to Lessor, in addition to such late rent payment or other payment due hereunder, an initial late fee, as additional rent, in the amount of Fifty and 00/100 Dollars (\$50.00). Further, a subsequent late fee of Twenty and 00/100 Dollars (\$20.00) per day will be incurred by Lessee for each day payment is delayed after the tenth (10th) day of the month in which such payment was originally due. All future payments by Lessee will be allocated first to any outstanding balances due other than rent. Any remaining monies paid by Lessee to Lessor will be allocated lastly to any rent balance.

IV. **USE OF THE PREMISES:** Lessee shall have the right to use the Leased Premises for the following aeronautical purposes and activities, and those purposes directly needed to accomplish such uses and none other. The Leased Premises shall be used for: Aircraft tie-down, aircraft handling, and fueling of aircraft, including but not limited to operations customarily associated with an FBO "Fixed Base Operator." As an accessory use to Lessee's right to use the Leased Premises, and due to limited parking elsewhere, Lessee may also park vehicles on the Leased Premises for personnel and customers so long as doing so does not interfere with Lessee's or any other Airport user's lawful activities at the Airport. It is agreed that the Lessor makes no representation or guarantees that the Leased Premises is fit for the uses to which they are placed by the Lessee, but rather, that Lessee has made its own independent judgment that the Leased Premises are suitable to Lessee's needs.

No unauthorized third party commercial activity shall be conducted in, from or around the Leased Premises. Third party commercial activity customarily associated with FBO operations shall be authorized and permitted. Lessee shall not use the Leased Premises in any manner that will constitute waste, and Lessee shall not cause or permit any unlawful conduct, annoyance or nuisance to exist or arise in the course of or as a result of its use of the Leased Premises, nor permit any activity or omission that constitutes or results in unlawful conduct, annoyance or nuisance, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Leased Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee shall conduct itself, and shall cause its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers to conduct

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themselves, in an orderly and proper manner so as not to disturb or interfere with the NAC's or others' use of the Airport.

The Lessor hereby requires that the Lessee comply with FAA Advisory Circular AC 150/5300-13A Airport Design and its successor, particularly sections 504, 505, and 506, which address the safe maneuvering of aircraft on a parking apron, mixing aircraft types and sizes, and the potential need to ground-handle jet aircraft to and from the parking apron, and to prevent jet blast, among other issues. Therefore, The Lessee will be required to make its own independent judgment to assure proper wingtip clearances, and the parties hereto agree that the Lessor shall not be liable or otherwise responsible relative to the layout and use of the Leased Premises, including, but not limited to, said internal taxi-lane.

V. **INSURANCE:** The Lessee agrees that it will secure and pay for commercial general liability insurance with respect to the Leased Premises, insuring the Lessee and the Lessor (including its past, present, and future officers, officials, employees, agents, servants, representatives, designees, volunteers, boards, committees, commissions, departments, and assigns) against all claims for injuries to a person or property sustained by anyone while on the Leased Premises or by through the actions of the Lessee, its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers, anywhere on the Airport. The Lessee agrees to name the Lessor as an additional insured. Insurance will also include coverage for any product and service provided by the Lessee. Lessee will maintain property and general liability insurance for personal injury including death with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards or such other amounts as the Lessor may reasonably require from time to time; and property damage insurance with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards, or such other amounts as the Lessor may reasonably require from time to time; and any other type of insurance as may be required by law or by the Lessor with limits in the amount(s) specified by law or by the Lessor. Higher insurance coverage limits may apply based on the Lessee's planned use of the Leased Premises with respect to the applicable insurance coverage limits reflected in the Norwood Airport Minimum Standards. Insurance will be provided by a responsible company(ies) authorized to do business in the Commonwealth of Massachusetts. The Lessee shall provide the Lessor with proof of insurance as evidenced by certificates of insurance which comply with the Norwood Airport Minimum Standards. The Lessee shall promptly provide the Lessor with such proof in the event of any material change in the coverage limits, type of insurance, or the insurer providing any such insurance. Insurance policies and coverage limits shall at all times conform to the applicable rules, regulations, standards, policies, directives, guidelines, and other requirements issued by the Federal Aviation Administration ("FAA"), Massachusetts Department of Transportation (Aeronautics Division) or its successor (collectively, the "Mass DOT"), and the NAC. Copies of all proof of insurance shall be filed with and maintained in the offices of the NAC.

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**VI. ASSIGNMENTS, MORTGAGES, OR SUBLEASES:** Neither Lessee, nor its successor, heirs or assigns, shall assign, mortgage, pledge, or encumber this Lease. Leased Premises may not be sub-let for any purpose other than aircraft tie down sub leases. This Lease shall not be assigned or transferred by operation of law, without the prior consent in writing of the Lessor in each instance. If this Lease is assigned or transferred, or any part of the Leased Premises is used by other than the Lessee, Lessor may, after notice of default to Lessee, collect rent from assignee, transferee, or occupant and apply amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or acceptance of the assignee, transferee, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent of the Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent to any future transfer of interest.

**VII. SPECIAL CONDITIONS:**

All activities shall be in accordance with the General Regulations for the Norwood Memorial Airport, the Norwood Airport Minimum Standards, the Norwood Memorial Airport Storm Water Pollution Prevention Plan, the Norwood Memorial Airport Spill Prevention, Control and Countermeasure Plan, Norwood Airport Security Plan, including restrictive access control to and from the Leased Premises, and any other applicable rules, regulations, standards, policies, directives, guidelines and other requirements issued by a governmental authority including but not limited to the FAA, Mass DOT, and the NAC, as these may be amended from time to time. The NAC reserves the right to alter its security plan as needed to reflect the national security requirements in the future. The NAC further reserves the right to alter access to the site for safety and security reasons.

The following additional conditions are required by the Lessor of the Lessee:

1. The Lessee must provide a parking plan of the DC-3 Apron to Lessor, showing its intended use of transient (non-based) aircraft tie-down spaces, as well as based aircraft tie-down spaces.
2. With an FAA-approved paint, the Lessee must apply pavement markings of "Transient" on those aircraft tie-down spaces to be used exclusively for non-based aircraft. Spaces not marked "transient" may be used for based or non-based aircraft. In advance, a pavement markings plan must be submitted to, and approved by, Lessor.
3. Per the General Regulations for Norwood Memorial Airport, the pilot-in-command of any transient aircraft parked on the DC-3 Apron must sign in at the Lessee's operations desk. A standardized form will be provided by Lessor. This form will be turned in to Lessor at its request, but at least monthly.
4. The Lessee must perform crack-sealing on the DC-3 Apron in Years one (1) and five (5) of the Term using Mass DOT approved products and processes.



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5. With an FAA-approved paint, the Lessee must re-mark the aircraft tie-down every even year during the Term beginning in Year 2 of this Lease.

VIII. **ACCESS AND EGRESS:** Lessee shall at all times have the full and free right of access and egress to the Leased Premises, subject, however, to safety and security requirements. This applies additionally, for employees, customers, passengers, guests and invitees of the Lessee. Such rights shall extend to persons or organizations supplying materials or furnishing services to the Lessee, including the use of vehicles, machinery and equipment reasonably required by such person or organization, provided, however, that such use shall conform to rules and regulations, and security guidelines of the Norwood Airport Commission regulating such activity.

IX. **RULES AND REGULATIONS:** Lessee agrees to observe and obey the Norwood Memorial Airport General Regulations, and any standards, regulations, plans and programs incorporated therein (collectively referred to as the "General Regulations"), adopted by the Norwood Airport Commission, as the same may be amended from time to time, and to conform to such rules and regulations applicable to the operation of aircraft also issued by the Norwood Airport Commission on an airport. Additionally, Lessee agrees to comply with the directives of the FAA and Mass DOT with respect to operation of aircraft on an airport. Lessee acknowledges receipt of a copy of the General Regulations referred to herein and relating to conduct of person and business at the Airport. The provisions of the General Regulations, as amended from time to time, are incorporated herein. To the extent the General Regulations are inconsistent with this Lease, the General Regulations shall control.

X. **GOOD AND SUFFICIENT REPAIR:** It is agreed the Lessor shall be under no obligation to maintain or repair Leased Premises, but that Lessee shall keep Leased Premises in good and sufficient repair and to quit and deliver up the Leased Premises upon termination of the Lease in the same condition they are now in. Ordinary wear and tear and damage resulting from the elements, or circumstances over which Lessee had no control are excepted. The Lessee shall be responsible for snow removal within the Leased Premises and shall deposit such snow and ice in those areas of the Airport designated by the Lessor from time to time. In the event of extreme weather events or extraordinarily high levels of snowfall, the parties agree to work cooperatively to identify other areas where such snow and ice may, if necessary, be deposited.

XI. **RIGHT TO MAKE IMPROVEMENTS, ALTERATIONS, OR REPAIR:** Lessor reserves the right from time to time to make improvements, alterations, renovations, changes and repairs in and about the Leased Premises. Lessee shall make no claim against the Lessor for interference with leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, change and repair. The Lessee shall not hinder or interfere with the Lessor. Lessor shall have the right at all

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times to erect a building or structure on adjoining or neighboring premises as it deems fit or proper, without any liability to Lessee therefore in any event or any cause. The Lessor, as the authorized representative of the Airport, is solely in charge of determining the nature and scope for improvements to the Airport. Through the Airport Layout Plan (ALP) and/or the Airport Master Plan, the Lessor shall determine as it seems fit and proper, without any liability to the Lessee, therefore in any event, or any cause. Lessee agrees not to make or suffer to make any alteration therein without the approval of Lessor in advance of any work.

XII. **LESSEE TO RESTORE PREMISES:** In the event the Leased Premises is destroyed in whole or in part by fire or other casualty, or by the Lessee's want of care, Lessee shall on receipt of notice from Lessor promptly rebuild or restore the Leased Premises to their previous condition, or alternately, may elect to demolish the remaining structure, restore the ground site to pre-lease condition, and terminate this Lease upon thirty day's (30) written notice to Lessor. The Lessee shall remain liable for any rent hereunder at all times, notwithstanding rebuilding, restoration or demolition, and the Lessor shall not be liable for any costs incurred by the Lessee attributable to any election of Lessee hereunder.

XIII. **LESSEE TO COMPLY WITH FIRE PREVENTION LAWS:** Lessee shall at all times comply with the Massachusetts General Laws Chapter 148, the Massachusetts Fire Code and Regulations, and the rules and regulations of the Norwood Fire Department for the prevention of fires and the environmental safety of the Leased Premises. Lessee shall at its own expense comply with all orders relating thereto, provided, however that there shall be no obligation to make substantial changes or to install costly fire prevention systems. No hazardous use of the Leased Premises is authorized.

XIV. **INDEMNIFICATION OF LESSOR:**

Lessee, at its expense, shall release, defend, indemnify and hold harmless the Lessor, the Town of Norwood, and their respective members, directors, officers, agents and employees from and against all costs, claims, damages, losses, expenses, fees, proceedings, judgments, actions, demands, causes of action, and liabilities ("Claims") and expenses (including reasonable attorneys' fees and costs of investigation and litigation) based upon or arising out of Lessee's conduct of its business at the Airport or its use of the Leased Premises or any other Airport property, provided that Lessee shall not be liable for any Claim caused solely by the willful misconduct or gross negligence of the Lessor or the Town. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Lessor or the Town that would exist under any applicable law or under provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease. This indemnification agreement shall survive the expiration or earlier termination of this Lease.

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It is understood that the Lessor shall not be liable in any way to the Lessee, its agents, representatives, or employees for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land or from any change in the physical condition of the land caused by the elements, erosion or deterioration.

XV. **TAXES:** Real estate taxes, if any, on the Leased Premises will be the obligation of the Lessee.

XVI. **TERMINATION BY LESSOR:** Lessee hereby covenants with Lessor, its successors and assigns, that it will pay hereof unto the Lessor the monthly rent upon the days appointed for payment, and also all taxes and assessments, including any penalties of whatever nature. If the Lessee fails to make payments due within thirty (30) days on the date on which payment is due, Lessor may, at its option, terminate this Lease and take possession of the Leased Premises. Lessor shall have the right to terminate this Lease in the event that the Lessee, its agents or employees cause the Leased Premises to strip, waste or commit any breach of the covenants of this Lease, and the Lessee shall have the right to remove its building or property not held by the Lessor for security of payment.

XVII. **LESSOR'S RIGHT OF ENTRY:** Lessee shall permit Lessor, its agents, attorney, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, or repairs, without any rebate of rent and without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

XVIII. **RE-ENTRY AND REPOSSESSION ON DEFAULT:** Lessor may terminate this Lease pursuant to Article XV, or for non-payment of taxes, assessments, or other payments obligated hereunder, or if the Leased Premises are abandoned or vacated by the Lessee during the term thereof.

XIX. **LESSEE'S RIGHT TO TERMINATE:** In the event the Airport or the Leased Premises shall for any reason become unsuitable by reason of any law or regulation now or hereafter enforced affecting the Lessee's business, the Lessee shall have the right to terminate and cancel this Lease upon giving the Lessor thirty (30) days' notice in writing, provided, however, that the Lessor may within such time, remove such cause for cancellation by placing the Leased Premises in suitable and safe condition so as to comply with the law and regulation affecting the same.



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XX. **LESSOR'S RIGHT AT END OF TERM:** It is understood and agreed that upon the termination, cancellation, or at the end of any Term hereof, the buildings and improvements on the Leased Premises shall revert to Lessor. Lessee may remove fixtures at its own expense, without damage to the underlying real property, building, or improvements.

XXI. **CONFORMITY OF AGREEMENT:** Lessor reserves the right to enter into other agreements which authorize the use of the Airport facilities on terms similar to those extended to Lessee. However, Lessor agrees not to enter into any similar agreements with respect to the Airport, which contain more favorable terms than this Lease with the Lessee, or to grant potential competitors of Lessee privileges not herein authorized unless the same are extended to the Lessee.

XXII. **SURRENDER OF POSSESSION:** The Lessee shall at the expiration or earlier termination of this Lease remove all Lessee's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the NAC the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the NAC is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same. In the event of an Event of Default, the NAC shall have the right to sell such property provided that it shall give Lessee not less than thirty (30) days' advance written notice that it intends to conduct such a sale. The proceeds of such sale shall be applied, first, to the cost of the sale, second, to the payment of charges of storage and removal, third to the payment of rentals or any other obligation which may then be due from Lessee to the NAC, and the balance, if any, shall be paid to Lessee.

XXIII. **ABANDONMENT OF PREMISES:** Lessee hereby agrees not to vacate or abandon the Leased Premises at any time during the term hereof. If Lessee shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned, and may either be retained by the Lessor as property of the Lessor or may be disposed of at a public or private sale as Lessor sees fit. Any property of the Lessee sold at public or private sale or retained by Lessor shall have all proceeds of any such sale, or the then current fair market value of such property as may be retained by the Lessor, shall be applied by Lessor against (1) the expenses of Lessor removal, storage, or sale of the personalty, (2) the arrears of rent or future rent payable under this Lease, and (3) any other damages to which Lessor may be entitled hereunder. The balance of such amounts if any shall be given to Lessee. Lessor may, at its option, relet the Leased Premises as agent of the Lessee, however, Lessee shall remain liable for

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loss or damages resulting from the abandonment. Lessee hereby waives all rights of notice to quit or intention to re-enter the Leased Premises under the provisions of any statute of the Commonwealth of Massachusetts, or of this Lease, in the event of abandonment of the Leased Premises.

**XXV. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE:** Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Leased Premises without written consent of Lessor which shall not be unreasonably withheld. Lessee shall remove such signs, displays, advertisements, or decorations placed on the Leased Premises, which, in the sole opinion of Lessor, are offensive or otherwise objectionable. If Lessee shall fail to remove signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove, then, Lessor reserves the right to enter the Leased Premises and remove the objectionable item at the expense of the Lessee.

**XXVI. AGENCY:** Lessee shall not at any time during the period of this Lease, or any extensions thereof, act as agent, servant, or employee of Lessor, and shall not be liable for failure to act.

**XXVII. NOTICE:** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and returned receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of a summons or other legal process.

**XXVIII. ATTORNEY'S FEES:** If any action at law or in equity shall be brought to recover rent under this Lease, or for, or on account of any breach hereof, or to enforce or to interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fee, the amount of which shall be fixed by the court, and shall be made part of any judgment or decree rendered.

**XXIX. RIGHT TO CLOSE AIRPORT:** Lessor reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction or rehabilitation interrupts, inconveniences, interferes with or in any way adversely affects Lessee's use of the Airport, or any of its facilities,

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the Lessee does hereby waive any and all claim for damages arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not nor hereby represent, warrant or guarantee, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but that the Airport or any of its facilities may be closed by Lessor in whole or in part for reasonable periods of time as a result of causes beyond the control of the Lessor, or for the execution of any or all of the functions set forth herein above. Lessor will notify the Lessee upon closing the airport and when re-opening the airport.

**XXX. FEDERAL AND STATE REQUIREMENTS:** It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, the Lessee will: a.) Furnish said services on a fair, equal and not unjustly discriminatory basis to users thereof, and b.) Charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958; and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

The Lessee for self, personal representatives, assigns and successors in interest, further agrees as a covenant running with the land: a.) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities. b.) In the construction of any improvements on, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, c.) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease, and to re-enter and repossess said land, order the removal of Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that

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nothing in the Lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in part by grants from the FAA and Mass DOT, meaning that receipt of these grants is conditional upon compliance by the NAC with certain assurances, and therefore, any term or condition of this Lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the NAC, in compliance with FAA and Mass DOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to the Airport, and thus, any commercial activity authorized on the Leased Premises of this Lease may be subject to competition from others, on or off the Airport. The Lessor has the right to amend this Lease to comply with all existing and future FAA and Mass DOT grant assurances.

Lessor reserves the right to cancel this Lease in the event of a national emergency or declaration of war by the United States of America, and Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the foregoing sections required by Federal or Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily mandated provisions contained herein shall control.

XXXI. **RESERVED RIGHTS:** In addition to any rights reserved by the Lessor hereunder, the Lessor reserves the right: a.) to further develop or improve the airside and landside areas of the Airport as it sees fit, and without interference or hindrance; b.) to maintain and keep in good repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of lessees in this regard; c.) to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent lessees from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft; and d.) to take any action it considers necessary to comply with any grant assurances, obligations, or responsibilities imposed upon the Town of Norwood or the Lessor by the FAA and Mass Dot, including but not limited to entering the Airport's Leased Premises for any reason and/or amending or terminating any lease agreement.

XXXII. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the heirs, assigns or successors in interest to the parties.

XXXIII. **SEVERABILITY:** If for any reason any provision of this Lease is determined to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.



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XXXIV. **WAIVER:** The failure by the Lessor to enforce any provision of this Lease will not constitute a waiver of future enforcement of that or any other provision.

XXXV. **JURISDICTION:** Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts of Massachusetts and the parties hereby consent to the personal jurisdiction and venue of such courts.

XXXVI. **ENTIRE AGREEMENT:** This Lease represents the entire agreement between the parties hereto with respect to the matter covered herein. No other agreement, representations, warranties, proposals, oral or written, shall be deemed to bind the parties.

XXXVII. **CAPTIONS:** All captions in this Lease are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Lease.

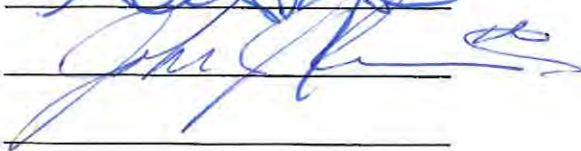
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

A handwritten signature in black ink, consisting of a large, stylized 'A' or 'M' shape with a long, sweeping line extending upwards and to the right.

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IN WITNESS WHEREOF, the parties hereto have duly affixed their hand and seal as of  
the day and year first above written.

**LESSOR:** NORWOOD AIRPORT COMMISSION, acting on behalf of the Town of Norwood

  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Counsel as to form only, not substance

\_\_\_\_\_

**LESSEE:**

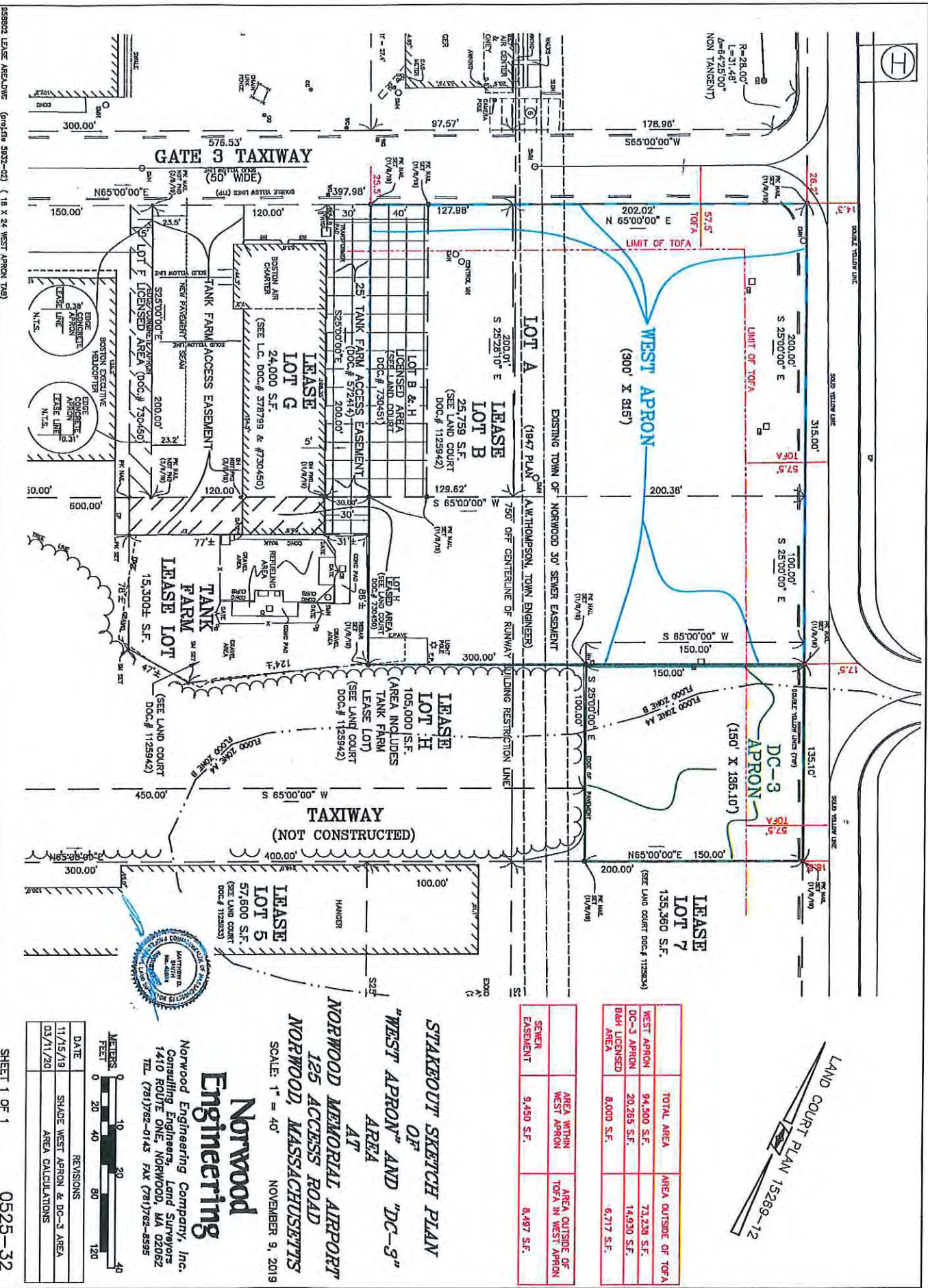
BOSTON EXECUTIVE HELICOPTERS, LLC

Name:

Title:

  
Christopher Conner  
President





## EXHIBIT C



*doct*

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.  
RECEIVED & FILED  
CLERK OF THE COURTS  
NORFOLK COUNTY  
6/4/21

SUPERIOR COURT  
CIVIL ACTION  
NO. 1582CV00213

BOSTON EXECUTIVE HELICOPTERS, LLC, MII AVIATION  
SERVICES LLC, and HB HOLDINGS, INC.,  
Plaintiffs/Defendants-in-Counterclaim

vs.

FLIGHTLEVEL NORWOOD, LLC; EAC REALTY TRUST II;  
and PETER EICHLEAY,  
Defendants/Plaintiffs-in-Counterclaim

CONSOLIDATED WITH

NORFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION  
NO. 1582CV01637

FLIGHTLEVEL NORWOOD, LLC; EAC REALTY TRUST II;  
and PETER EICHLEAY, in his capacity as  
Trustee of the EAC REALTY TRUST, II,  
Plaintiffs

vs.

BOSTON EXECUTIVE HELICOPTERS LLC,  
CHRISTOPHER DONOVAN, and ROBERT SILVA,  
Defendants

**MEMORANDUM OF DECISION AND ORDER ON  
BOSTON EXECUTIVE HELICOPTERS, LLC'S EMERGENCY  
MOTION TO VACATE PRELIMINARY INJUNCTION ORDER**

The court provides a very brief and simplistic history of the litigation between these parties that arises out of the parties' operations at the Norwood Municipal Airport ("Airport"). Boston Executive Helicopters, LLC ("BEH") and FlightLevel Norwood, LLC ("FlightLevel")<sup>1</sup>

<sup>1</sup> While there are other named parties in this litigation, the court refers to all BEH parties as BEH and all FlightLevel parties as FlightLevel for ease of reading.

both lease lots at the Airport. BEH leases Lot F and FlightLevel leases Lot G (although BEH subleases hanger and office space on Lot G) and portions of Lot H. The Norwood Airport Commission (“NAC”) runs the Airport. At the Airport, owners and operators of aircrafts use a privately owned fixed based operator (“FBO”) for fueling and other services. FlightLevel is the Airport’s only FBO. FlightLevel’s fuel farm is on Lot H.

In 2010, BEH began operating a helicopter charter business in its hanger space on Lot G. In 2011, BEH leased Lot F with the intention of operating as an FBO. BEH sought approval for the installation of underground storage tanks for fuel on Lot F and approached the NAC about its plan to sell fuel. BEH also inquired about leasing more space at the Airport.

In 2015, the parties got into a dispute over access to taxiway located on Lot G (“Lot G taxiway”). BEH believed that it could use the Lot G taxiway for its fueling operations on Lot F and FlightLevel disagreed. On February 18, 2015, BEH brought an action against FlightLevel, Norfolk Civil Action No. 1582CV00213, requesting the court determine the rights of the parties with respect to Lot F, Lot G, and the Lot G taxiway. BEH claimed that it had a right to use the Lot G taxiway because of its sublease for hanger and office space on Lot G. BEH also claimed that FlightLevel had created an unlawful FBO monopoly at the Airport. Thereafter, FlightLevel filed counterclaims. Its first counterclaim, FlightLevel sought an order permanently restraining BEH from interfering with FlightLevel’s “rightful use and quiet enjoyment” of its Lot G and Lot H leases.<sup>2</sup> In its second counterclaim, FlightLevel requested that the court declare that BEH has no right to use FlightLevel’s Lot G or Lot H leaseholds in connection with, among other things,

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<sup>2</sup> In its counterclaim, FlightLevel stated that in January 2015, BEH had “combined the snow from BEH’s Lot F with the snowfall on FlightLevel’s Lot G and Lot H leased area, to create a virtually impenetrable barrier of snow and ice .... [and] blockading access to FlightLevel’s fueling system.”

BEH's fueling system on Lot F. On December 21, 2015, FlightLevel brought its counterclaims as a separate action against BEH. Norfolk Civil Action No. 1582CV01637. The court (Krupp, J.) consolidated the actions on May 11, 2018.

Meanwhile, on March 11, 2015, BEH filed a complaint with the Federal Aviation Administration ("FAA"). On November 2, 2018, the FAA found that the Town of Norwood had "imposed unreasonable restrictions on BEH ... which, when combined with the leasing practice with FlightLevel, have the overall effect of solidifying FlightLevel's position at the Airport to the detriment not just [of] BEH, but any other entity which would be seeking an opportunity to provide FBO services." On July 30, 2019, BEH and the Town, through the NAC, entered into a Settlement Agreement whereby the Town agreed to work "cooperatively to ensure that BEH is promptly approved and permitted as a" FBO at the Airport. The NAC also agreed to lease to BEH two ramps, called the "West Apron" and the "DC-3 Apron." On August 26, 2019, the NAC granted BEH a permit to operate as an FBO.

On that same date, in Norfolk Superior Court, Civil Action No. 1982CV-01099, FlightLevel sued, among others, the Town, the NAC, and BEH, to protect FlightLevel's alleged access rights over portions of the West Apron and DC-3 Apron. BEH has filed counterclaims in that action seeking a declaration that FlightLevel has no right to use the West Apron or the DC-3 Apron. The case is still pending.

On October 22, 2019, in the consolidated actions, the court (Connors, J.) decided, on cross-motions for summary judgment, that BEH had no right to use the Lot G taxiway. Judge Connors allowed summary judgment for FlightLevel on its counterclaim for injunctive relief (Counterclaim I) insofar as it sought an order restraining BEH from interfering with FlightLevel's "rightful use and quiet enjoyment of their leasehold at the Airport" including Lots

G and H. Judge Connors also allowed FlightLevel's motion for summary judgment as to its request for a declaratory judgment (Counterclaim II) and declared:

BEH has no right under the Use Agreement to use the taxiway of Lot G; [BEH] ha[s] no right to interfere with Flightlevel's use and quiet enjoyment of Lot G; [BEH] ha[s] the right to use the taxiway immediately abutting the Premises for access to and from the Airport's taxiways and runways but ha[s] no right to use Lot G in connection with BEH's commercial operations on Lot F, including aircraft fueling; and BEH ha[s] no right to use Lot G for any purpose other than expressly set forth in the Hanger Storage Space Agreement and Office Agreements.

On December 16, 2020, BEH and NAC entered into a lease for the 73,238 square foot West Apron parcel, which includes a portion of Lot H, and a lease for the 14,930 square foot DC-3 Apron parcel. The leases allow BEH to use the leased premises for "[a]ircraft tie-down, aircraft handling, and fueling of aircraft, including but not limited to operations customarily associated with an FBO ...." In addition, Section IV of the lease states, in relevant part: "As an accessory use to Lessee's right to use the Leased Premises, and due to limited parking elsewhere, Lessee may also park vehicles on the Leased Premises, for personnel and customers so long as doing so does not interfere with Lessee's or any other Airport user's lawful activities at the Airport." Neither lease explicitly grants FlightLevel any access rights to these areas.

On February 24, 2021, FlightLevel brought a complaint for contempt against BEH. FlightLevel claimed that BEH was in contempt of Judge Connors's October 22, 2019 order by interfering with FlightLevel's "rightful use of Lots G and H." FlightLevel stated that,

to operate its fueling business, FlightLevel and its third party delivery contractors need to be able to access the FlightLevel fuel farm on the Tank Farm Lease Lot on Lot H to offload bulk deliveries of jet fuel ('Jet-A') and 100LL aviation gasoline ('Avgas'), and to pull Jet-A and Avgas from the farm for delivery in Flightlevel's own fuel vehicles ... to its customers aircraft at the airport.

Further, Avgas is loaded into the FlightLevel fuel farm from a containment pad on the east side of the fuel farm along a north/south axis. Jet-A is loaded into the FlightLevel fuel farm from a

containment pad on the south side of the fuel farm along an east/west axis. The Jet-A containment pad's location requires transport trucks to execute a wide turn on Lot H to align their vehicles with the containment pad prior to approaching the fuel farm. Additionally, to access the fuel farm, these trucks "must use the Gate 3 Taxiway Object Free Area, the '25' Tank Farm Access Easement' on Lots B and H, the wide turn area on Lot H and the area on Lot G west of the building on Lot G...." This requires "the area on Lot H abutting the easterly boundary of the Tank Farm Lease Lot" and "the westerly portion" of Lot G to be free of obstructions. FlightLevel claimed that BEH had blocked FlightLevel's access to its fuel farm by parking vehicles in the wide area turn on Lot H in contempt of the court's order.

Also, on February 24, 2021, FlightLevel moved for a temporary restraining order and injunctive relief. FlightLevel claimed that BEH was "deliberately block[ing] FlightLevel's access to its fuel farm and without immediate injunctive relief, FlightLevel will run out of jet fuel within 24-48 hours." More specifically, BEH "has positioned its fuel truck and other vehicles on Lot H blocking the area needed for FlightLevel's Jet-A fuel supply trucks from reaching FlightLevel's fuel farm."

On February 26, 2021, the court enjoined BEH from interfering with access to FlightLevel's fuel farm, including but not limited to "the parking of vehicles or aircraft or the placement of obstructions in the Gate 3 Taxilane Object Free Area, on FlightLevel's Lot G Sublease premises, on FlightLevel's Tank Farm Lease Lot premises, on FlightLevel's '25' Tank Farm Access Easement' area, on the 'Lot B&H Licensed area,'" and on the area on Lot H. The court also enjoined BEH from interfering with FlightLevel's rights under its Tank Farm Sublease. Further, the court ordered FlightLevel to give BEH:

24 hours written notice of any fuel supply tanker delivery or delivery window that may require BEH to move its vehicles or other projects, and if BEH has not

moved its vehicles or other objects that are parked on Lot H that are blocking access to FlightLevel's fuel farm on Lot H by the time of the delivery or the start of the delivery window, FlightLevel may move those BEH vehicles or other objects at BEH's expense.

Now before the court is BEH's Emergency Motion to Vacate the Preliminary Injunction Order. In support of the motion, BEH submitted an affidavit from a licensed professional engineer, Halim A. Choubah, who opines that FlightLevel's Jet-A delivery trucks do not need to execute a wide turn over BEH's portion of Lot H to access FlightLevel's fuel farm. FlightLevel responded with the affidavit of Kevin Putnam, its Director of Fuel Operations.

A party seeking a preliminary injunction must show (1) a likelihood of success on the merits; (2) that irreparable harm will result from denial of the injunction; and (3) that, in light of the plaintiff's likelihood of success on the merits, the risk of irreparable harm to the plaintiff outweighs the potential harm to the defendant in granting the injunction. *Packaging Indus. Group, Inc. v. Cheney*, 380 Mass. 609, 617 (1980). In appropriate cases, the risk of harm to the public interest also may be considered. *Brookline v. Goldstein*, 388 Mass. 443, 447 (1983).

As FlightLevel sought injunctive relief on its contempt claim, the court must determine FlightLevel's likelihood of success of showing that BEH is in contempt of Judge Connors's October 22, 2019 order. As discussed above, in that order, Judge Connors restrained BEH from interfering with FlightLevel's "rightful use and quiet enjoyment" of Lots G and Lot H in a dispute about BEH's use of the Lot G taxiway to access to BEH's fuel farm on Lot F.

Noncompliance with a court order is actionable as civil contempt. *Cusack v. Clasby*, 94 Mass. App. Ct. 756, 759 (2019). "To constitute civil contempt there must be a clear and undoubted disobedience of a clear and unequivocal command." *Birchall, petitioner*, 454 Mass. 837, 851 (2009). Where the order is ambiguous or the disobedience is doubtful, there cannot be a finding of contempt. *Judge Rotenberg Educ. Ctr. v. Commissioner of the Dep't of Mental*

*Retardation*, 424 Mass. 430, 443 (1997). The contempt must be proven by clear and convincing evidence, and the court is to consider “the totality of the circumstances” in considering the alleged contempt. *Wooters v. Wooters*, 74 Mass. App. Ct. 839, 844 (2009).

After considering the papers submitted by BEH that the court had not considered when it issued the injunctive relief on February 26, 2021, the court concludes that FlightLevel is not likely to succeed on the merits of its contempt claim. The issue before Judge Connors was the parties’ respective rights to the Lot G taxiway. At that time, there was no dispute about the now-disputed portion of Lot H. Indeed, BEH did not lease the portion of Lot H in dispute in this case until after Judge Connors’s decision. Judge Connors did not analyze, nor even really mention, Lot H in his decision. Where Judge Connors did not determine either party’s rights with respect to Lot H, his order that BEH not interfere with FlightLevel’s “rightful” use of Lot H is ambiguous.<sup>3</sup> Cf. *Demoulas v. Demoulas Super Mkts., Inc.*, 424 Mass. 501, 566 (1997) (courts have refused to hold defendant in contempt if, in order to do so, scope of underlying order would be expanded beyond its plain meaning). That FlightLevel has failed to establish a likelihood of success on the merits of its claim is sufficient to deny injunctive relief. *Tri-Nel Management, Inc. v. Board of Health of Barnstable*, 433 Mass. 217, 227 (2001).

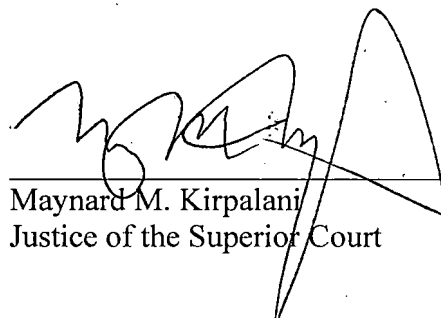
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<sup>3</sup> And indeed, the parties’ respective rights to the now-disputed portion of Lot H are before the court in Civil Action No. 1982CV-01099.

**ORDER**

For the foregoing reasons, it is hereby **ORDERED** that BEH's Emergency Motion to Vacate the Preliminary Injunction Order is **ALLOWED**.<sup>4</sup> The injunctive relief ordered on February 26, 2021 shall be vacated sixty days from the date of entry of this Order on the court's docket.

SO ORDERED.

  
\_\_\_\_\_  
Maynard M. Kirpalani  
Justice of the Superior Court

Dated: June 3, 2021

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<sup>4</sup> Based on the court's disposition of this motion, no action is taken on FlightLevel's motion for leave to file its Motion to Strike or on the Motion to Strike itself.



## EXHIBIT D

Redacted

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**From:** Nicholas W. Burlingham  
**Sent:** Monday, June 11, 2018 11:51 AM  
**To:** Karis North <[knorth@mhtl.com](mailto:knorth@mhtl.com)>  
**Cc:** Hartzell, A. Neil <[neil.hartzell@leclairryan.com](mailto:neil.hartzell@leclairryan.com)>  
**Subject:** FW: FlightLevel Norwood, LLC

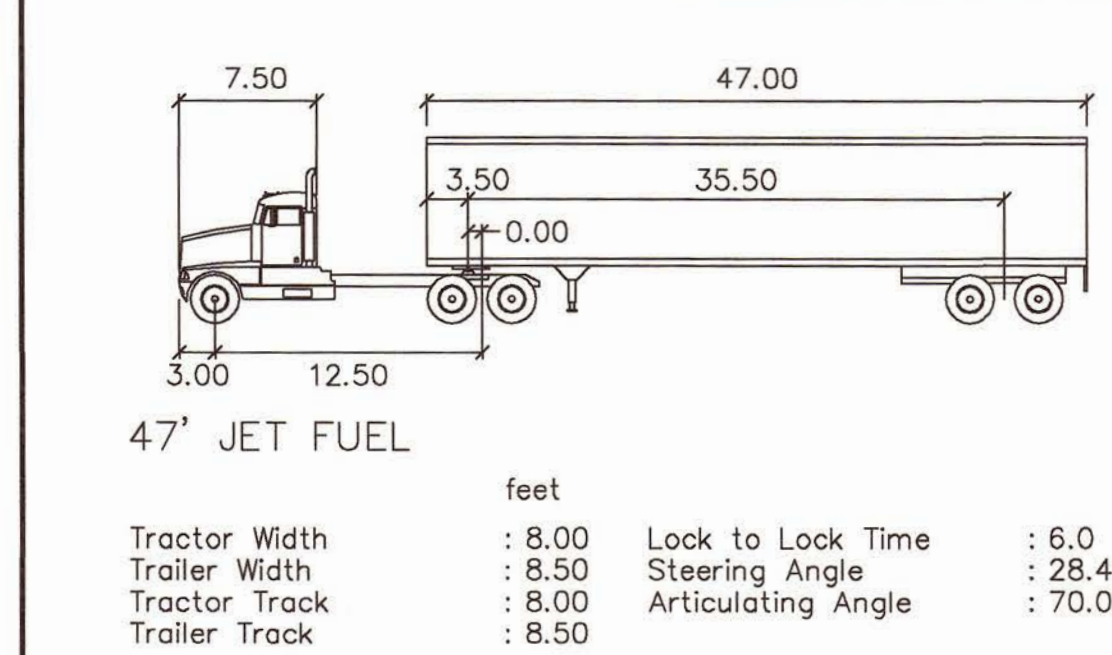
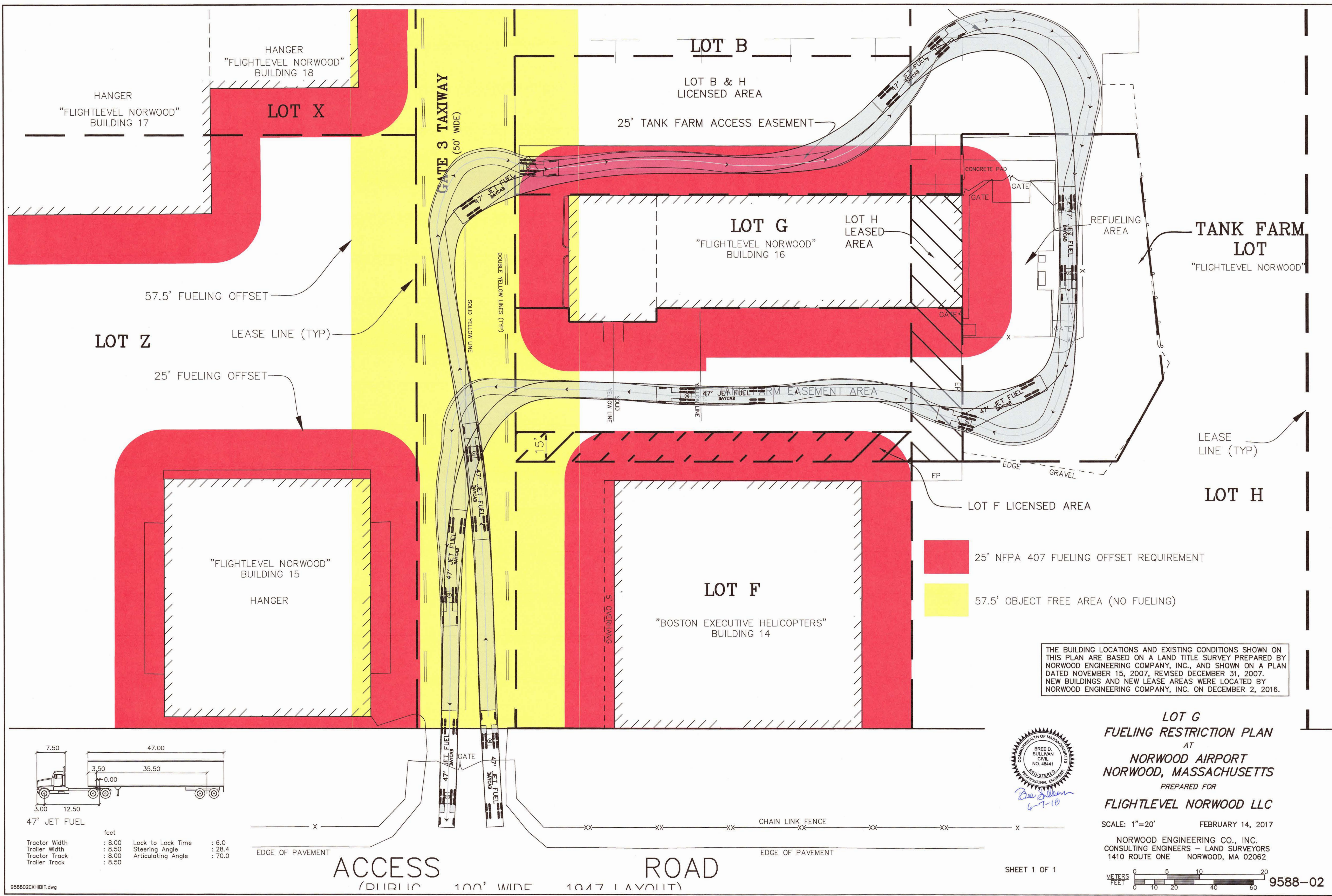
Karis,  
FYI  
Best,  
Nick  
[860-941-1129](tel:860-941-1129)

---

**From:** Nicholas W. Burlingham  
**Sent:** Monday, June 11, 2018 11:48 AM  
**To:** Russ Maguire ([rmaguire@norwoodma.gov](mailto:rmaguire@norwoodma.gov)) <[rmaguire@norwoodma.gov](mailto:rmaguire@norwoodma.gov)>; Peter Eichleay  
<[peter@flightlevelaviation.com](mailto:peter@flightlevelaviation.com)>  
**Subject:** FlightLevel Norwood, LLC

Russ,  
Kindly see attached pdfs of the hard copies you have on file.  
As always, if you have any questions or concerns, please don't hesitate to call.  
Thanks and best,  
Nick  
[860-941-1129](tel:860-941-1129)



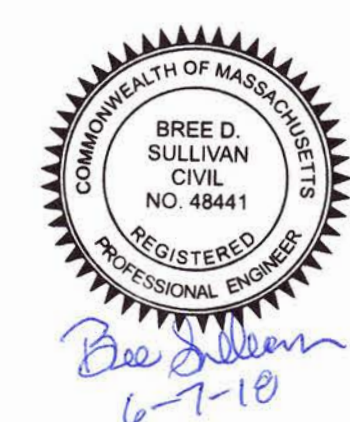


**LOT G**  
**FUELING RESTRICTION PLAN**  
AT  
**NORWOOD AIRPORT**  
**NORWOOD, MASSACHUSETTS**  
PREPARED FOR  
**FLIGHTLEVEL NORWOOD LLC**

SCALE: 1"=20'      FEBRUARY 14, 2017

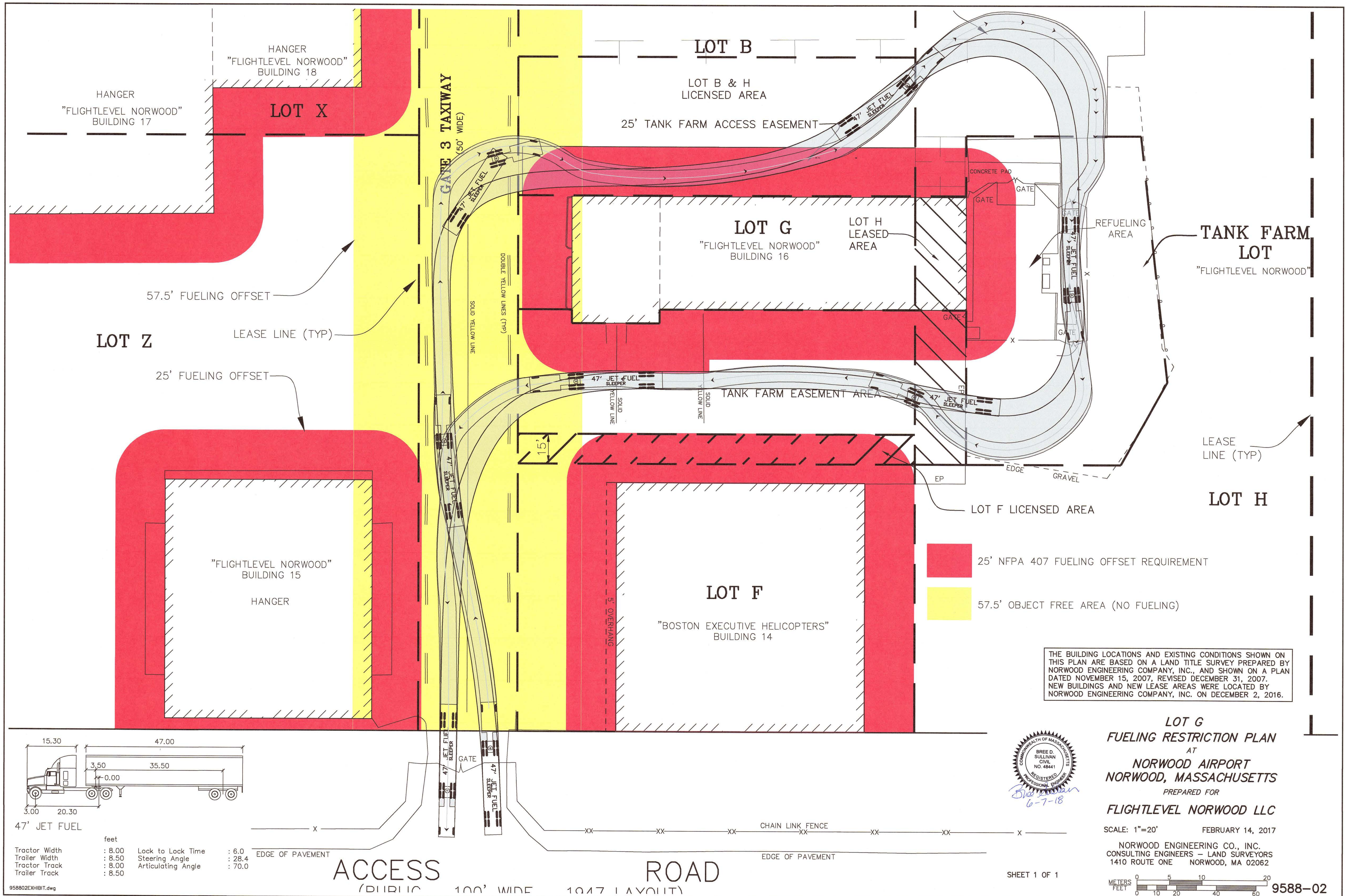
NORWOOD ENGINEERING CO., INC.  
CONSULTING ENGINEERS - LAND SURVEYORS  
1410 ROUTE ONE    NORWOOD, MA 02062

9588-02



THE BUILDING LOCATIONS AND EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED ON A LAND TITLE SURVEY PREPARED BY NORWOOD ENGINEERING COMPANY, INC., AND SHOWN ON A PLAN DATED NOVEMBER 15, 2007, REVISED DECEMBER 31, 2007. NEW BUILDINGS AND NEW LEASE AREAS WERE LOCATED BY NORWOOD ENGINEERING COMPANY, INC. ON DECEMBER 2, 2016.















## EXHIBIT E



# LOOKING NORTH.

Write a description for your map.

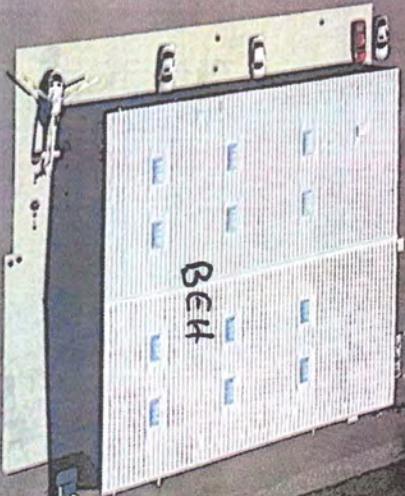
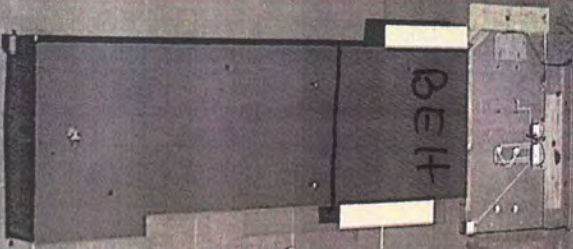
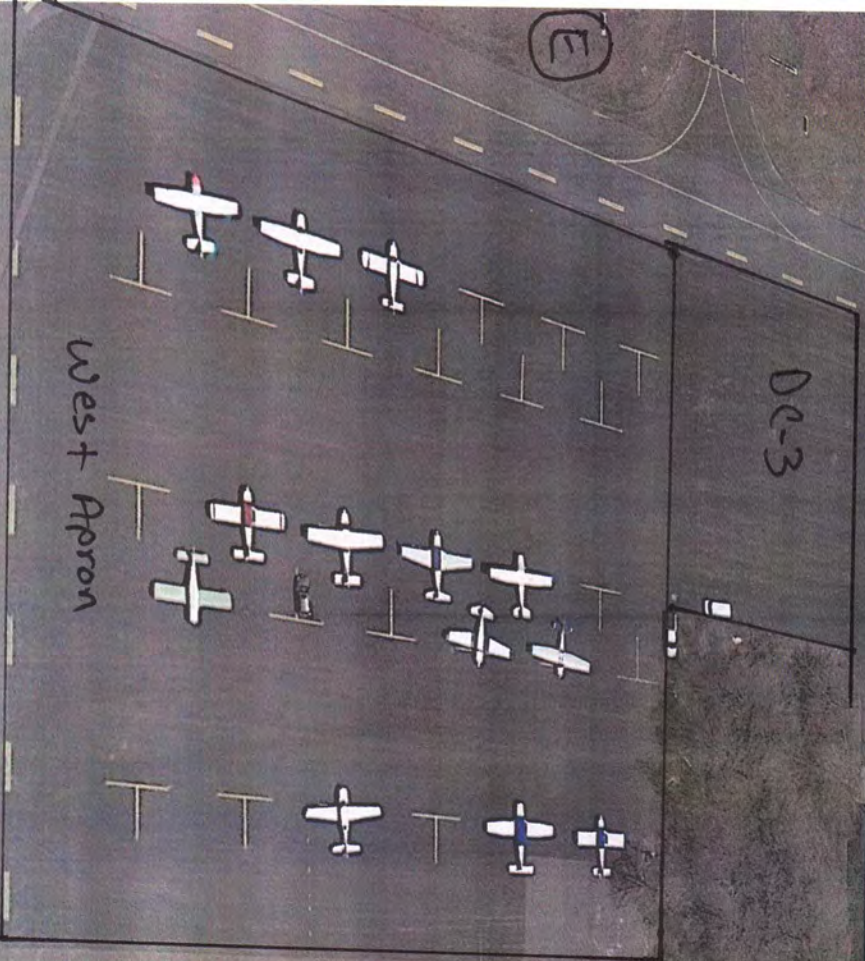


Google Earth

© 2020 Google

100 ft





Gate lane 3



(N)

FIN



(3)

(S)

(E)



Gate 1

Airport

Gate lane 2

DC-3

West Apron

Gate lane 3

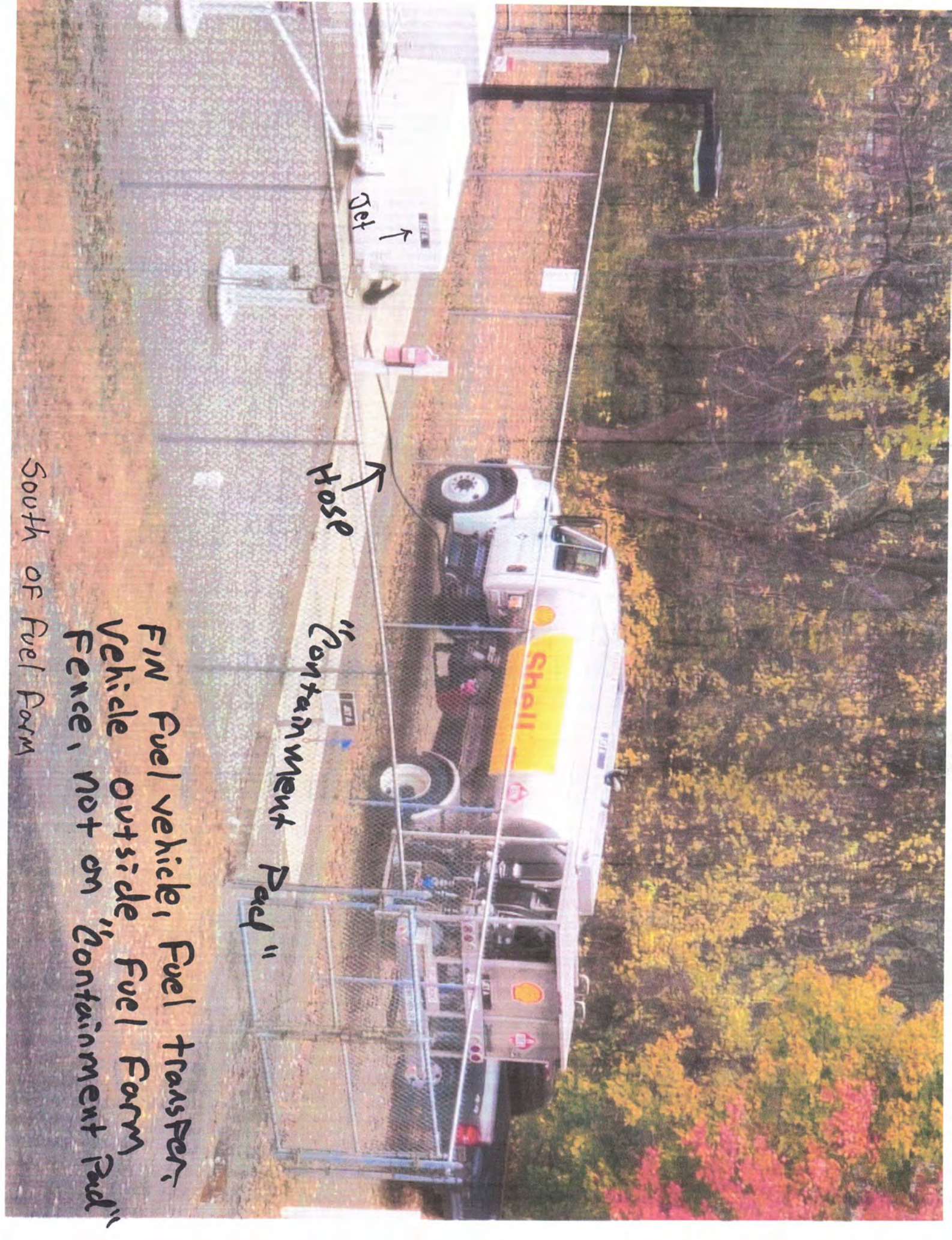
BEH





## EXHIBIT F





Jet

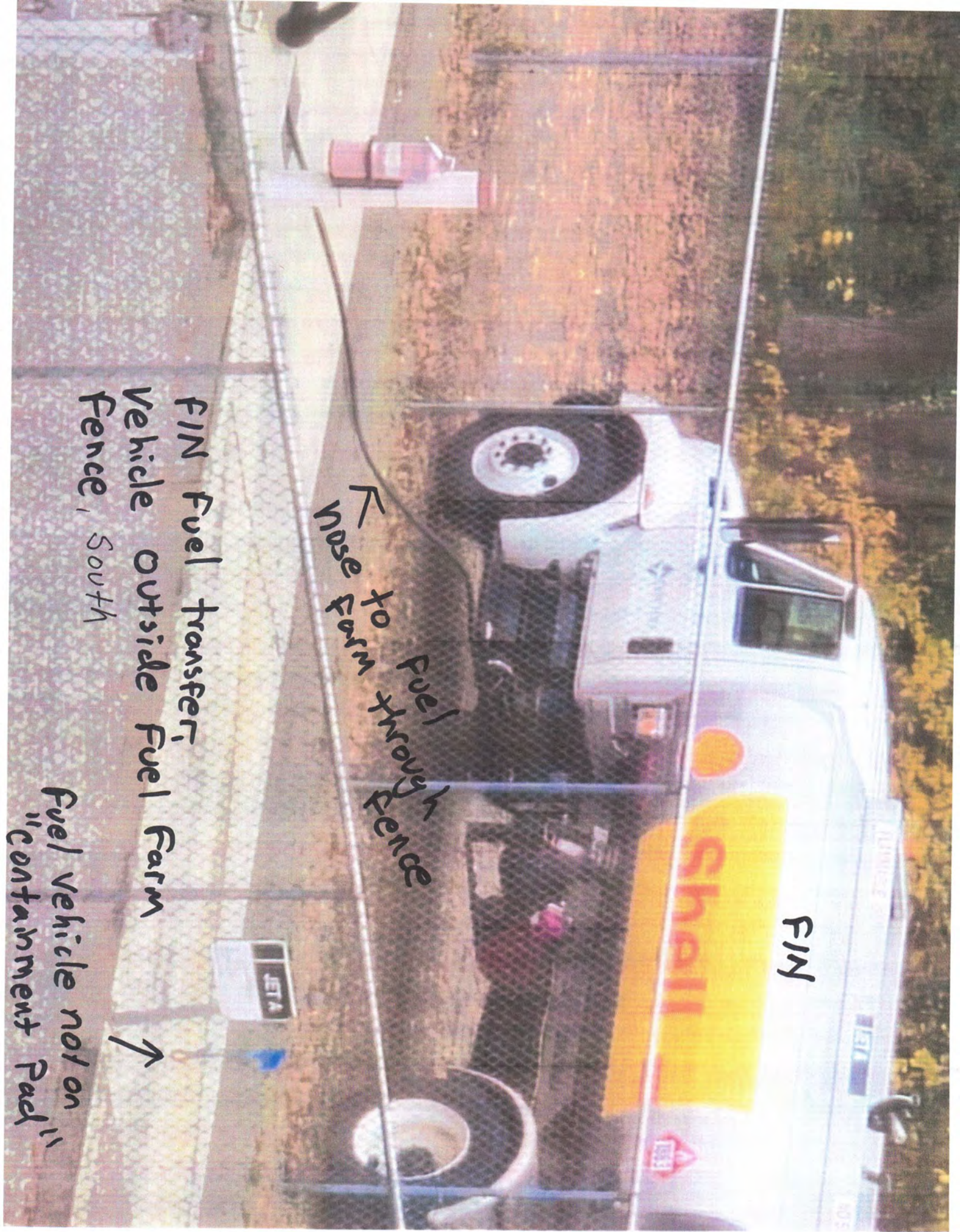
Hose

"Containment Pad"

FIN Fuel vehicle, Fuel transfer  
Vehicle outside, Fuel Farm  
Fence, not on "Containment Pad"

South of Fuel Farm





FIN

Shell

← Fuel transfer fence  
Nose Farm

FIN Fuel transfer  
Vehicle outside Fuel Farm  
Fence, South



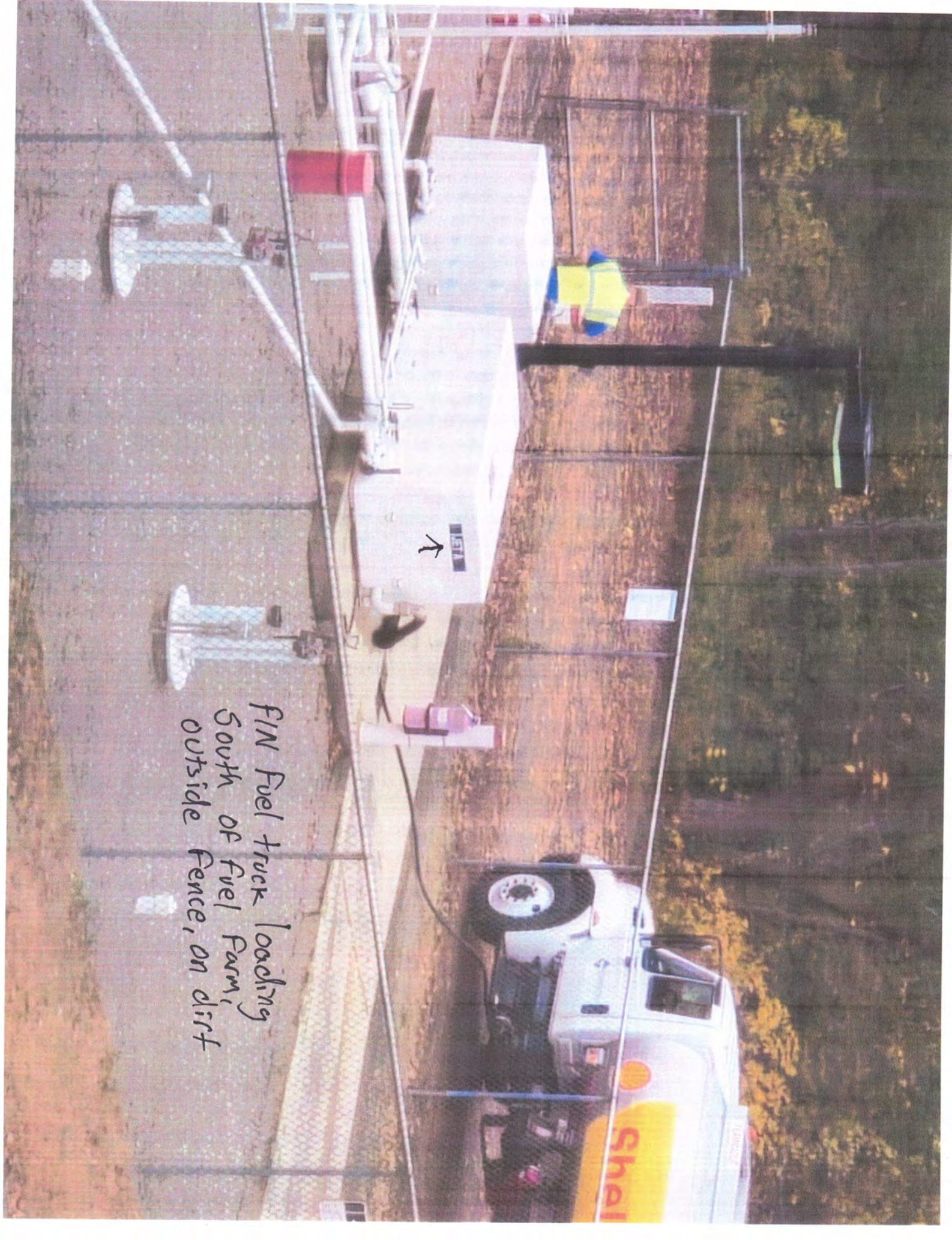
Fuel vehicle not on  
"containment Pad"

JET A



FIN Fuel truck loading  
South of fuel farm,  
outside fence, on dirt

↑





FIN loading /unloading bulk fuel From Fuel  
Farm, lot H. Outside Fence area-  
Not on any "Containment" area or Pad.

↑ South

E

W

FIN Fuel Farm  
loading East of Farm

↑  
FIN Self  
Service Fuel

↑  
hose

↑  
FIN fuel  
loading -  
unloading

East of Farm



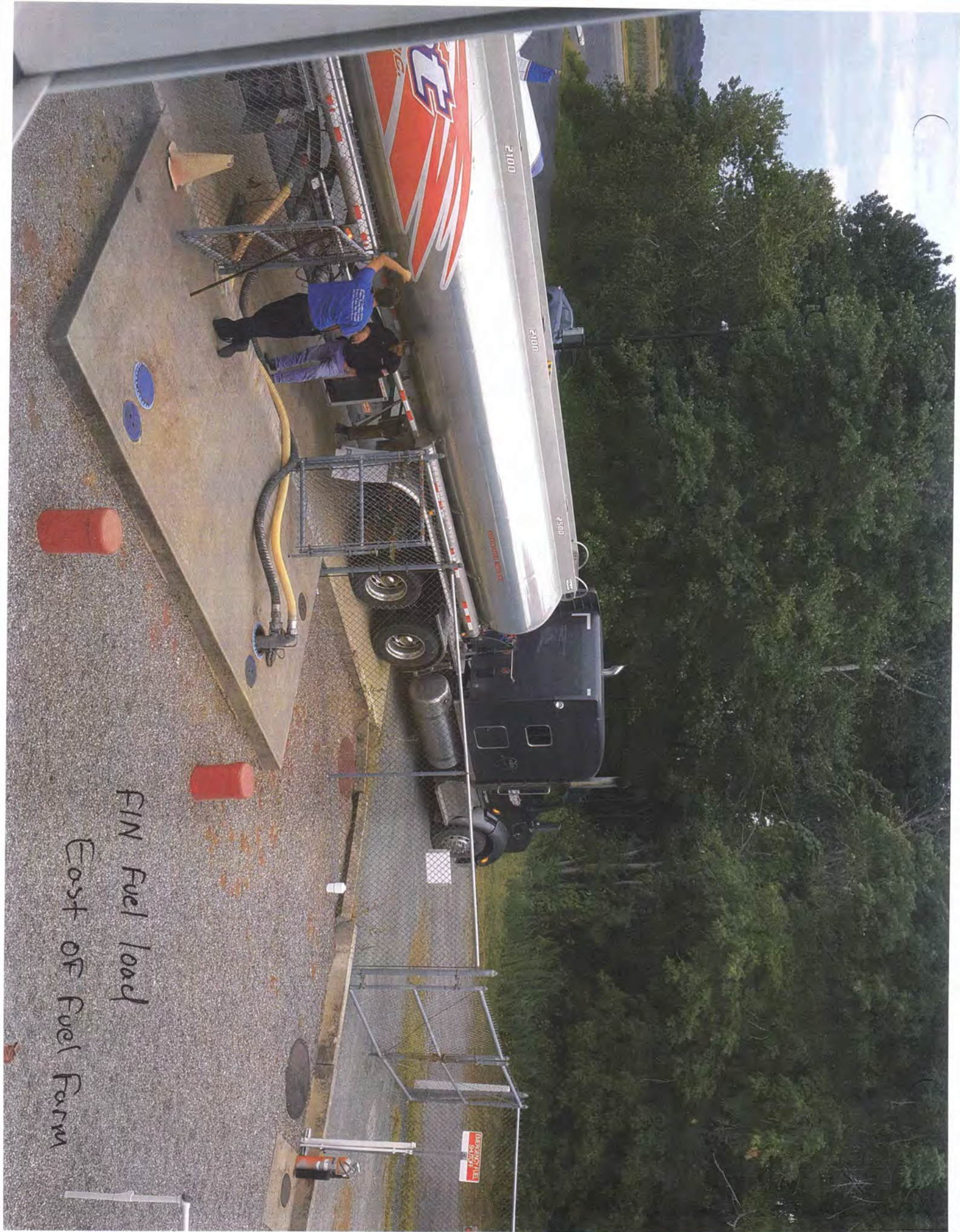


FIN Fuel transfer, not on Fuel farm  
Not on "Containment Pad"  
No Fence.

Not on FIN Fuel farm

Lot 5



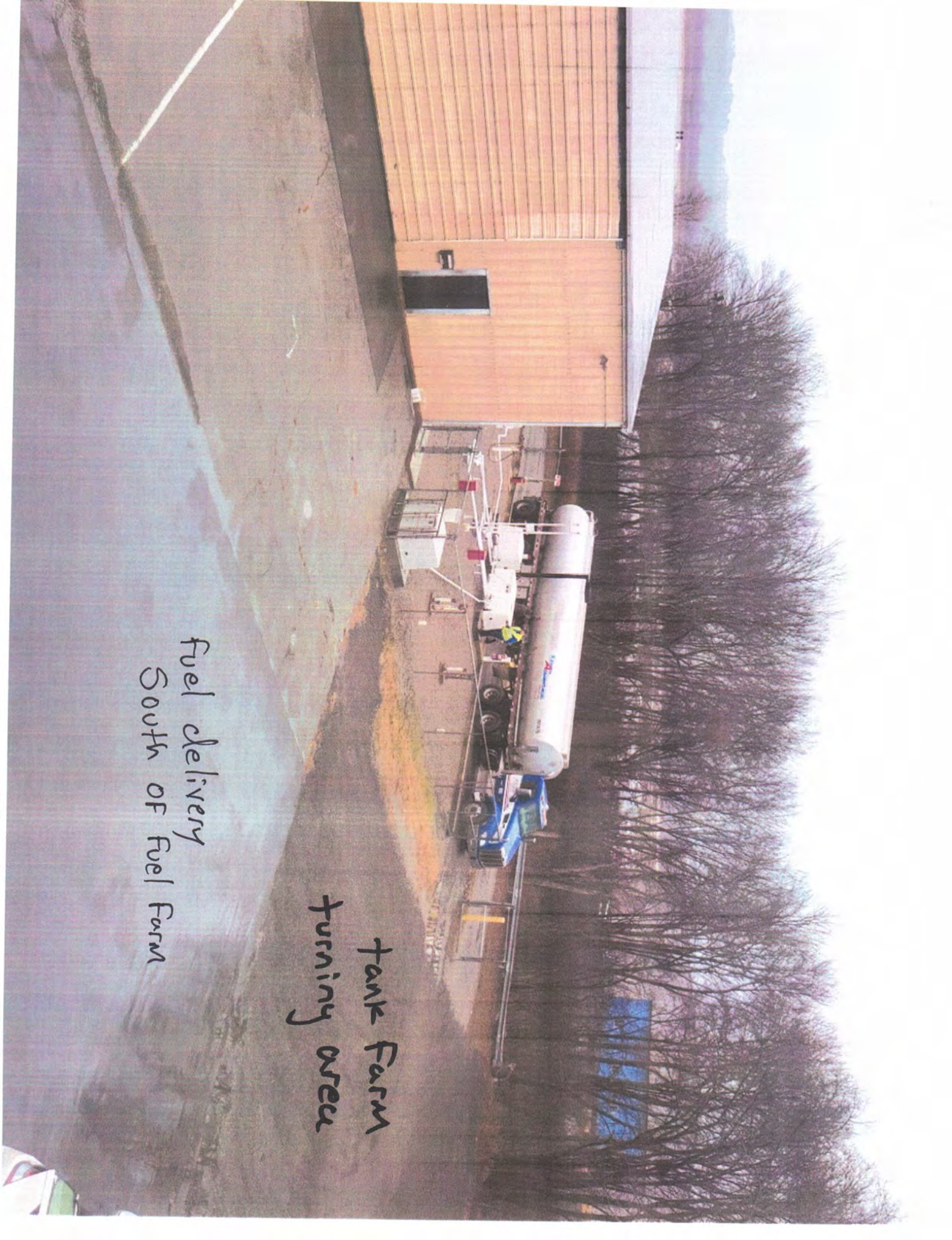


FIN Fuel load  
East of Fuel Farm



Fuel delivery  
South of Fuel Farm

tank farm  
turning area





East

FIN Fuel delivery

South

BEH  
Condo  
Hangar

delivery hoses

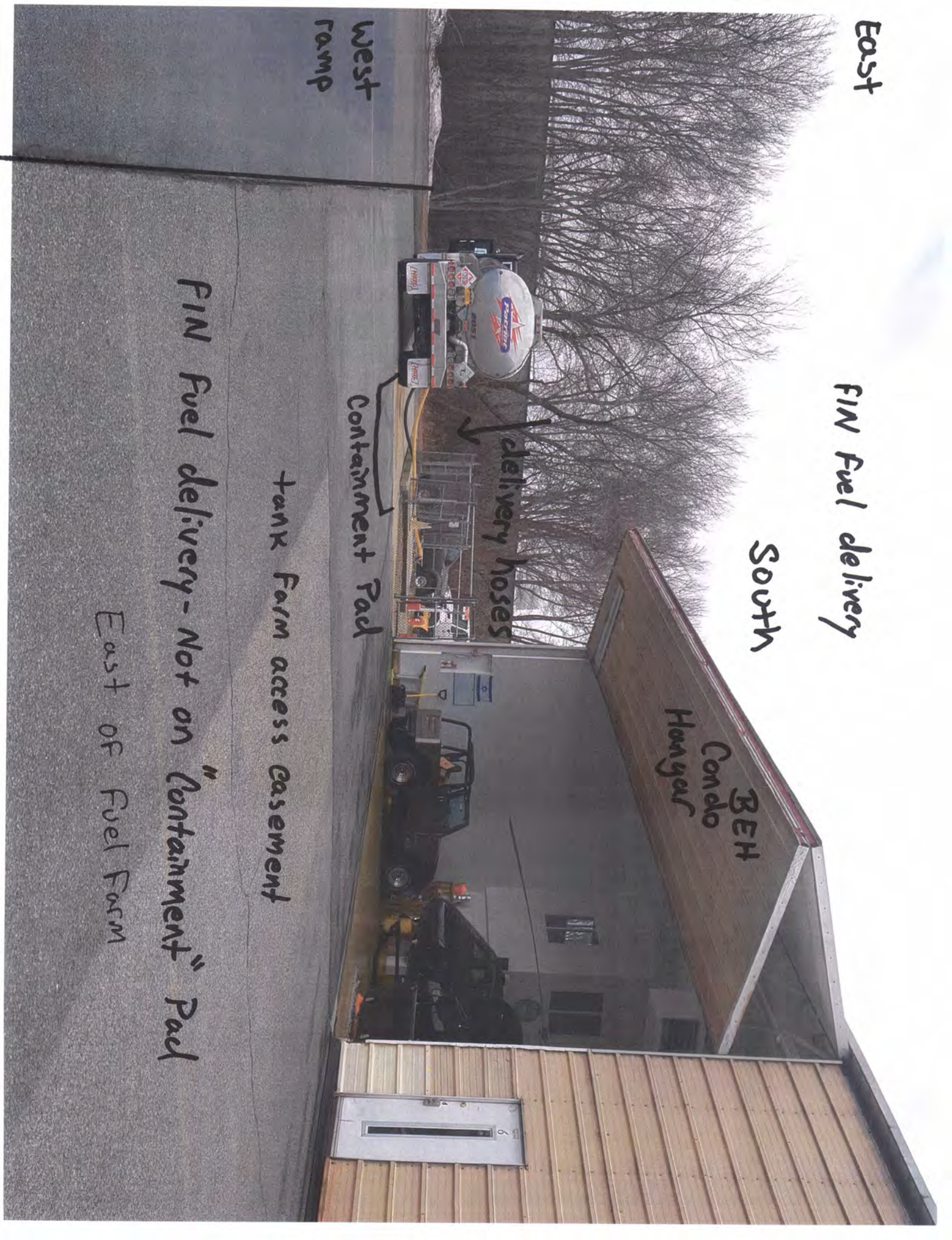
Containment Pad

tank Farm access easement

FIN Fuel delivery - Not on "Containment" Pad

East of Fuel Farm

West  
ramp







FIN Fuel transfer, not on Fuel Farm  
Not on "Containment Pad"

lot 5

Not on FIN Fuel Farm





Hose



Dirt

FIN Fuel transfer,  
Not on Fuel "Containment Pad"  
Not inside Fence

West of Fuel Farm

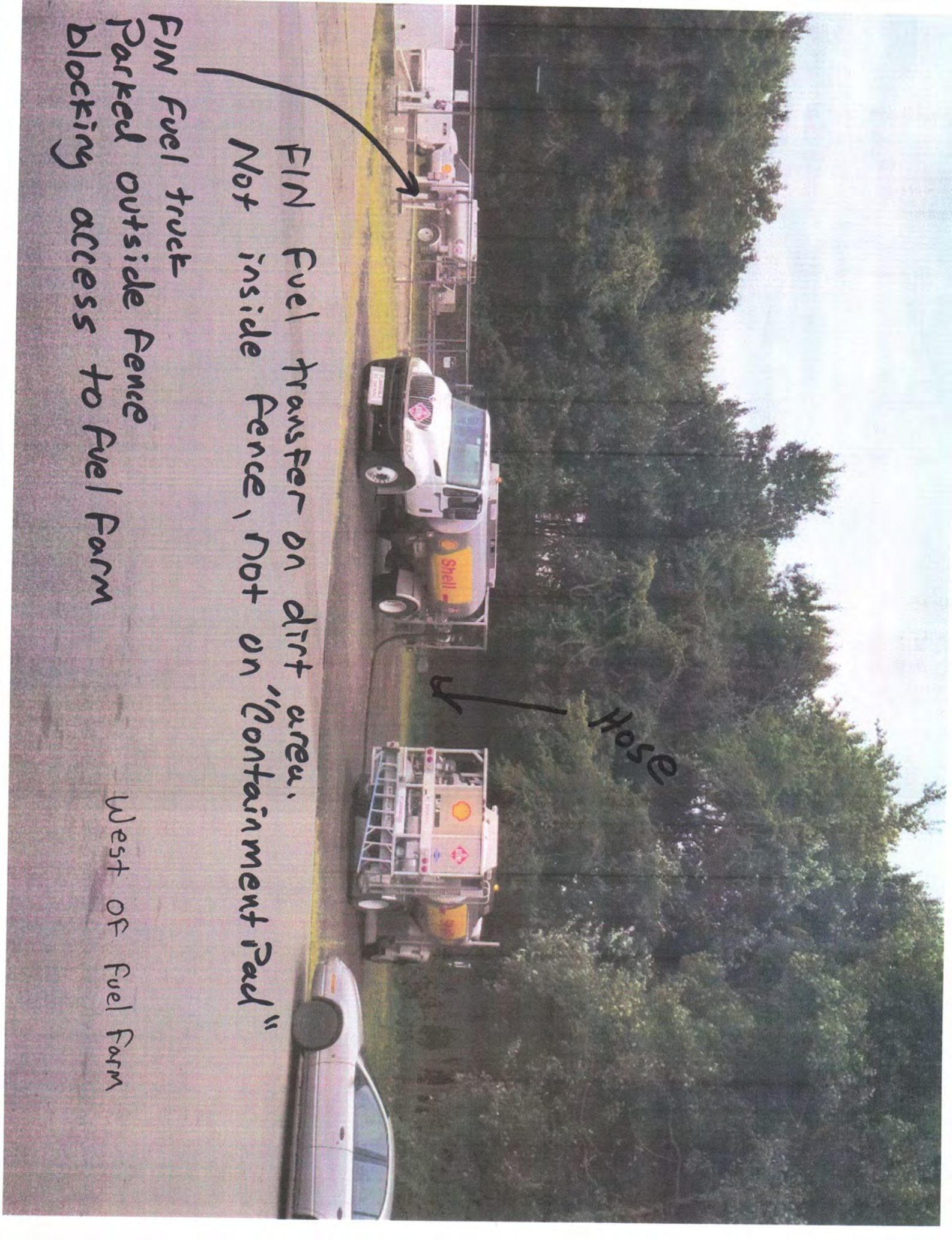


FIN Fuel truck  
Parked outside Fence  
blocking access to Fuel Farm

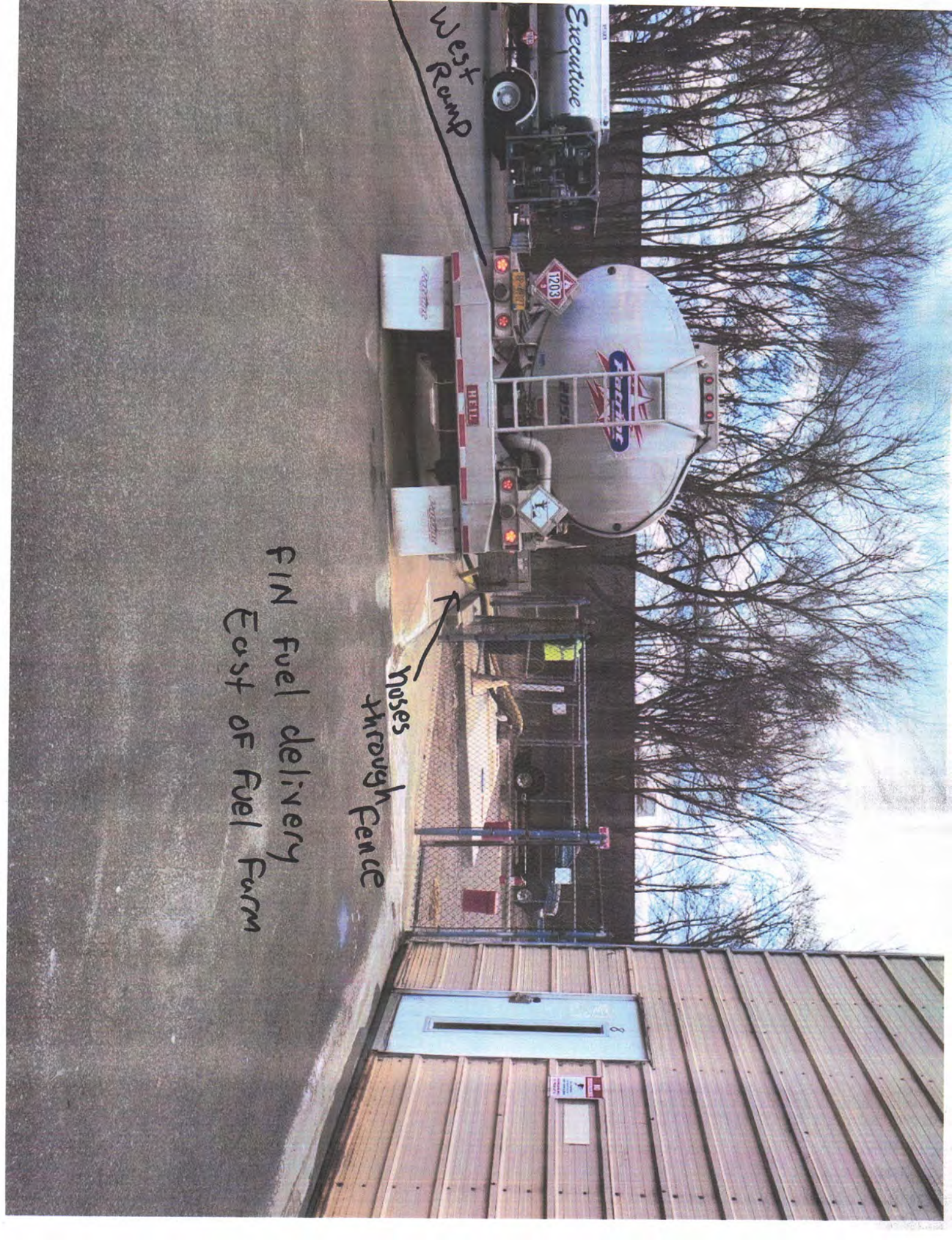
FIN Fuel transfer on dirt area.  
Not inside Fence, Not on "Containment Pad"

Hose

West of Fuel Farm







West Ramp

FIN Fuel delivery  
East of Fuel Farm

Noses  
through Fence



**Patriot**  
TANK LINES, INC.



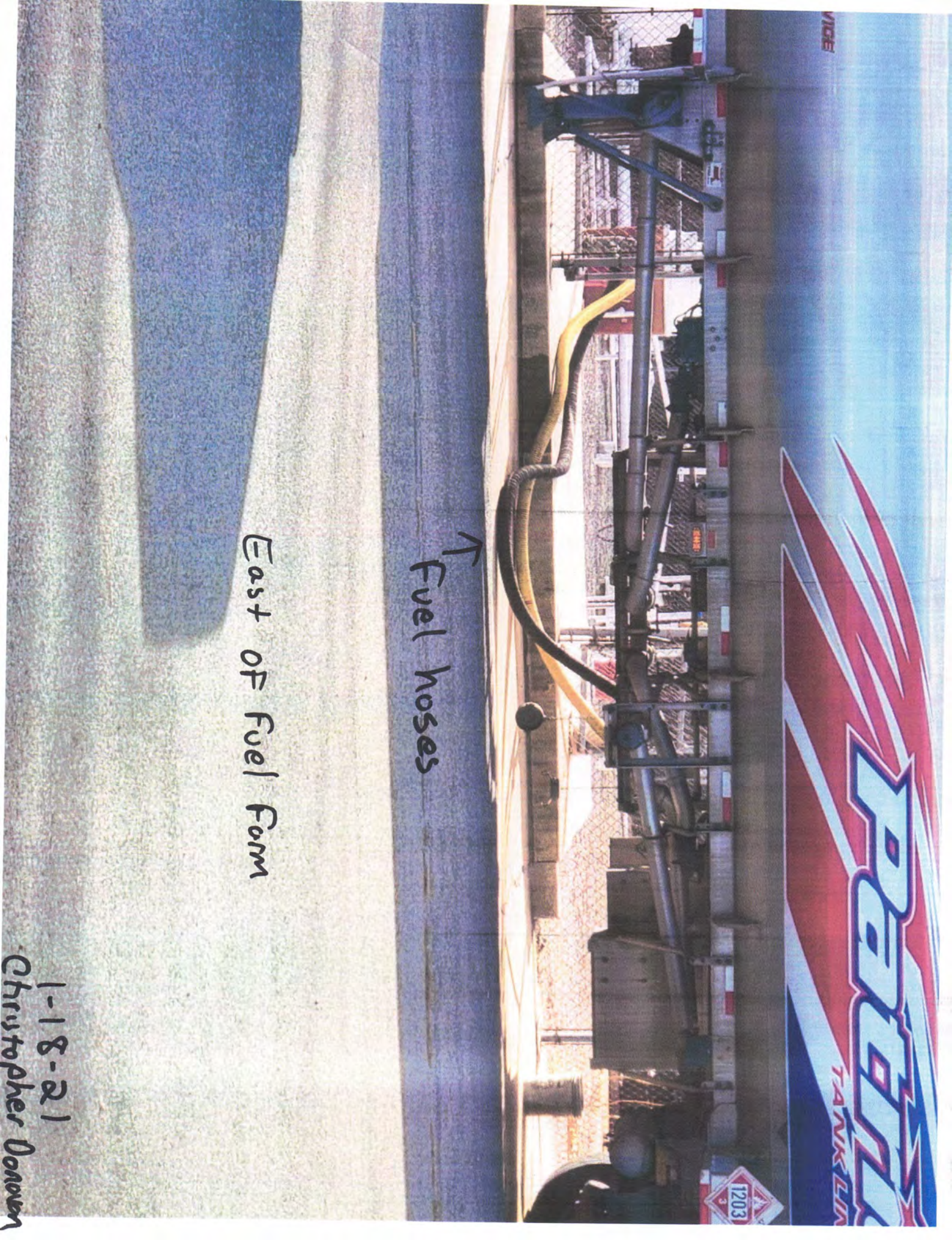
hoses through fence  
↓









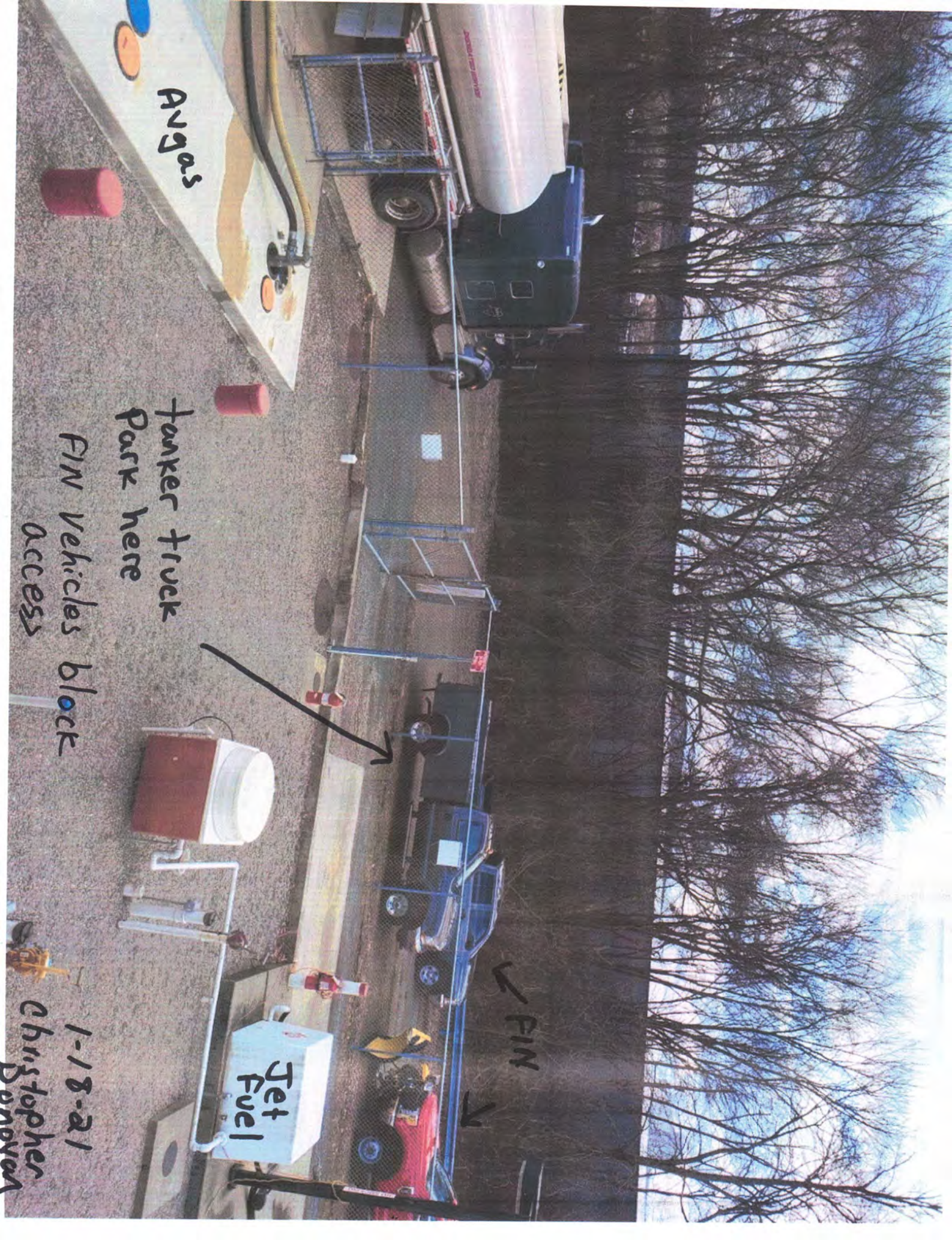


↑  
Fuel hoses

East of Fuel Farm

1-18-21  
Christopher Doreen





Angas

trucker truck  
Park here

FIN vehicles block  
access

FIN

Jet  
Fuel

1-18-21

Christopher  
Donovan



Avgas

Jet fuel

FIN Vehicles  
block access

East of Fuel farm

Christopher

1-18-21

Donovan



FIN Fuel  
delivery

Argas

Run Jet  
Fuel hose

FIN Argas delivery

FIN vehicles block  
access

Jet  
Fuel

1-18-2021  
By Christopher Donovan



FIN  
Fuel delivery

East of Fuel Farm

BCH Hanger





FIN  
Fuel delivery



BETH  
Hangar



## EXHIBIT G



September 24<sup>th</sup>, 2013

Norwood Airport Commission (NAC)  
cc: Mr. Russ Maguire, Airport Manager  
125 Access Road  
Norwood, MA 02062

Re: FlightLevel Norwood, LLC Leasehold Property Rights

Dear Mr. Chairman and NAC Members:

Last week, we called Thomas Vick from the FAA's "New England Region Airports Division" to enquire about the FAA's stance on leasehold property rights at grant eligible airports and to voice to him our stance on the same. Needless to say, our stance is the common sense one that holds true for all American enterprise according to common law: namely that no business would ever be compelled to allow its assets to be used to their own detriment let alone to enable a competitor without just compensation (e.g. Ernie Boch wouldn't allow Herb Chambers to sell cars on his lots; Ford would never grant Honda access to its plants; etc.).

Upon speaking with Mr. Vick and querying him for commentary, he made it clear that the FAA does not get involved in such matters in any way, shape or form unless/until they have escalated to a full legal dispute. He also confirmed that it is the role and responsibility of the airport owner, in this case the NAC, to uphold and enforce property rights on their airport according to the common law and the terms of the leases they have in place.

I have certainly interpreted through the minutes of recent monthly NAC meetings that the NAC understands and shares this common sense position. It was also confirmed through those minutes that Mass DOT does as well.

However, in light of the following:

1. The day-to-day threats we face to the viability of our business including those with regard to our property rights
2. The significant capital improvement projects we have planned at the airport
3. The nearly \$2 million we've already paid in land leases and taxes on the airport over the past 6 years for those property rights
4. The fact that the very insurance the NAC requires us to carry according to our leases would be unobtainable were our property rights allowed to be violated (e.g. should another business be allowed to provide competing services on our leaseholds).
5. The fact that our Title Insurance Policy would kick in if our property rights were somehow taken away

FlightLevel respectfully requests that the NAC simply states its position on this subject.



Thank you for your time and I look forward to your response.

Sincerely and Respectfully,

---

Peter Eichleay  
*FlightLevel Aviation* - President  
125 Access Road  
Norwood, MA 02062  
W: 781.769.8680 ext. 128  
E: [peter@flightlevelaviation.com](mailto:peter@flightlevelaviation.com)  
F: 781.769.7180