



FLIGHTLEVEL
AVIATION

Phone: 781.769.8680
Fax: 781.769.7159 or 781.769.0476
www.flightlevelaviation.com

PRIORITY OVERNIGHT MAIL

July 26, 2018

Norwood Airport Commission
c/o Russ Maguire, Airport Manager
125 Access Road
Norwood, MA 02062

Re: Request For Consent To Sublease Units 4, 5, and 6 in FlightLevel's New Building on Lots 5 and 6.

Dear Sirs,

FlightLevel Norwood, LLC (FlightLevel) is seeking Norwood Airport Commission (NAC) consent to enter into subleases with the occupants of Units 4, 5, and 6 in FlightLevel's new building located on Lots 5 and 6 at the Norwood Memorial Airport. This matter was introduced to the NAC at its July 11, 2018 public meeting, following review by Town Counsel. At that meeting, Vice Chairman Sheehan requested hard copies of the subleases to review in advance of the August public meeting. In furtherance of this, I attach for review and consideration, three copies of each proposed subleases, and represent that with the exception of the names of the sublessees, the unit numbers and dimensions (which vary from unit to unit), and the calculations that are based on those dimensions, the text of each sublease is the same.

Copies have also been provided this day to Attorney John Bateman, of Murphy, Hesse, Toomey & Lehan, LLP, and to Michael Pendergast of Boston Metropolitan Airport.

FlightLevel respectfully requests the favorable consideration of the NAC, and that this matter be placed on the agenda for further discussion at the NAC's August public meeting.

As always, if you have any questions or concerns, please do not hesitate to call or email.

Respectfully submitted,

Nick Burlingham
General Counsel
FlightLevel Aviation
860-941-1129

Enc. Unit 4, 5 & 6 Subleases

Cc: Attorney John Bateman

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062
781.769.8680 FAX 781.769.0476 OR 781.769.7159

Mike DeLaria

From: Peter Eichleay
Sent: Tuesday, October 14, 2014 11:33 AM
To: Russ Maguire
Cc: Mike DeLaria
Subject: RE: FAA Land-Use Inspection, Norwood Airport; Sub-Leases; Lots A,B,C

Very good. Thanks. We'll be standing by.

—Original Message—

From: Russ Maguire [mailto:rmaguire@norwoodma.gov]
Sent: Tuesday, October 14, 2014 11:30 AM
To: Peter Eichleay
Cc: Mike DeLaria
Subject: Re: FAA Land-Use Inspection, Norwood Airport; Sub-Leases; Lots A,B,C

Thanks Peter. I'm actually working with Town Counsel now to get the document in final draft and ready for execution. I've also been working with the Town's Engineering Department to change out the dates on the Exhibit A.

Russ

— Original Message —

From: "Peter Eichleay" <peter@flightlevelaviation.com>
To: "Russ Maguire" <rmaguire@norwoodma.gov>
Cc: "Mike DeLaria" <mdelaria@flightlevelaviation.com>
Sent: Tuesday, October 14, 2014 11:26:45 AM
Subject: RE: FAA Land-Use Inspection, Norwood Airport; Sub-Leases

Russ, thanks for passing this along. Not a problem.

Incidentally, when and how would you like to proceed with re-upping the lease for lots 8, 9, 10 aka, A, B, C (as referenced at the last NAC meeting). It's due at the end of this month. I can have Nick draft it up using the existing form if you would prefer. Just let me know.

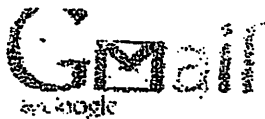
Thanks,
Peter

—Original Message—

From: Russ Maguire [mailto:rmaguire@norwoodma.gov]
Sent: Tuesday, October 14, 2014 11:14 AM
To: Peter Eichleay
Cc: Mike DeLaria; Steve Desrosiers
Subject: FAA Land-Use Inspection, Norwood Airport; Sub-Leases

Good morning, Peter--

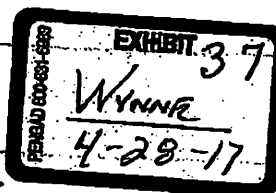
I know Steve Desrosiers has already received a copy of all Flight Level-pertinent sections of the FAA land-use inspection report. One such section addresses sub-leases on the Norwood Airport. Per the report, "FAA strongly recommends that the sponsor (Norwood Airport Commission) reviews and approves all sub-tenant leases." So, to underscore the point,



Christopher Donovan <christopherdonovan1@gmail.com>

Boston Executive Helicopters

7 messages



CHRISTOPHER DONOVAN <christopherdonovan1@gmail.com>

To: "Russ Maguire, A.A.E. ACE" <rmaquire@norwoodma.gov>

Cc: christopherdonovan1 <christopherdonovan1@gmail.com>

Bcc: Chris Ludwig <chris_ludwig@hotmail.com>, Chris Ludwig <veloflight@gmail.com>

Thu, Oct 14, 2010 at 9:16 AM

Russ,

I understand the Airport Commission will be meeting on October 20th. I am going to be out of town all next week. I apologize in advance for not being present. If possible, could you present my plan and application for my interest in the expansion of the Commercial permit for Flight training and aircraft rental as I have previously discussed? I would like to move forward in these areas and ask for the approval of my application expansion.

I am also interested in the lease of the "DC-3" ramp area and the other public ramp space available. I realize there are many factors influencing the current climate here at the airport. I would like to work with you and the Commission members to explore opportunities which would be beneficial to all parties. For many years and over many owners the airport has been promised so much from so many. My desire to explore alternatives to the same old attitude and develop a positive and respectful working business relationship with the stake holders here at the airport.

Tom O'Connell will be out of town with me and as we discussed previously, he has asked me to speak on his behalf. His Company is also interested in the "DC-3" ramp and any other public space available as well as the "junk yard" area know as the CAP ramp. As you know Tom and his company have many years of successful business development. Their desire to explore opportunities can only be seen as an indication of the potential here at the airport.

Should any of the Commission members wish to discuss any of these issues I will be available any time. I apologize once again for missing the meeting next week. I will be out of state as will Tom. We both would ask that any future contracts or leases for town controlled land be shared with the public through a request for proposal or other public process. The town should know that there are individuals and companies who share a desire to become leaders in the aviation industry and invest in the airport and it's future growth and revitalization.

I also plan on expanding my permit further in the coming months to pursue Aircraft repair. I will keep you posted on this situation. My desire down the road is to become a full service FBO here at Norwood Airport. Norwood airport is a great place. I want to increase our business and work with you, the Commission and the citizens of Norwood to return our airport to the premier airport in the Commonwealth. I invite members to come to our hanger and see for themselves what we represent and our commitment to a professional and friendly operation with the resources and vision to succeed.

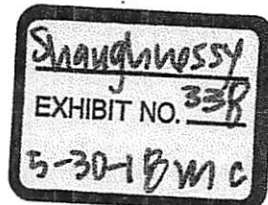
I would like to thank you and the Commission in advance for your time and consideration. I look forward to working with you all as we move forward.

Thank you,
Christopher Donovan
Boston Executive Helicopters

PS: I do not have the email addresses of the Commission members. Could you please forward them to me? Please feel free also to share this letter with the Commission members.

Russ Maguire, A.A.E. ACE <rmaquire@norwoodma.gov>
CHRISTOPHER DONOVAN <christopherdonovan1@gmail.com>

Thu, Oct 14, 2010 at 2:51 PM



NORWOOD MEMORIAL AIRPORT

MEMO

TO: Norwood Airport Commission
FROM: Russ Maguire
RE: Gate 3 TOFA, Fueling Setbacks
TODAY'S DATE: June 17, 2013

Specific to the gate 3 taxi-lane, and Boston Executive Helicopters' plans to construct a fuel farm in the vicinity of gate 3, the Norwood Airport Commission (NAC) has held discussions already¹ on two applicable issues. These include: 1) aircraft fueling setbacks; and 2) the taxi-lane object-free area (TOFA).

As noted in *Attachment G*, the aircraft fueling setbacks for Norwood Airport are in the process of being updated to reflect federal standards. The minimum distance away from BEH's proposed hangar that fuel can be dispensed is 25 feet.

Regarding the TOFA issue, to review, the design standard for Norwood Airport's TOFA width (*Attachment E*) is 115 feet, or, 57.5 feet from the taxi-lane centerline. At the December 2012 NAC meeting, the TOFA issue, in particular, was discussed. Jeff Adler was at the meeting, and he agreed to speak with FAA about the possibility of requesting a TOFA modification to standard. Among other things, this would have allowed BEH to fuel aircraft inside the object-free area. However, as Mr. Adler noted in his 12/20/12 e-mail to me, which was then passed on to Mr. Donovan: "...The concern from FAA is the use of the current taxi-lane (size and type of aircraft) and how that would change by allowing possible larger itinerant aircraft operating on this taxi-lane late at night looking for fuel. Although there may not be any documented incidents along this taxiway, that could change with itinerant aircraft operating in this area where the current taxi-lane does not meet OFA (object-free area) standards."

Attachment F is a hand-drawn schematic which shows that in the vicinity of the gate 3 taxi-lane, a number of fixed objects (buildings, hangars, bollards, a fire hydrant, etc.) already exist inside the 57.5 ft. TOFA. For this reason, as noted in FAA's e-mail, "the current taxi-lane does not meet OFA standards." This, along with BEH's plan to fuel itinerant aircraft off the gate 3 taxi-lane makes FAA reluctant to approve a modification to standard, as evidenced by subsequent conversations with the federal agency.

In summary, looking at the two standards (fueling setbacks and TOFA), my concern is the availability of space for BEH to establish and conduct fueling operations at, or beyond, the aircraft fueling setbacks, while also remaining outside the gate 3 TOFA. Simply put, there's not enough real estate available to currently comply with both standards.

To remain in compliance with federal standards, I would therefore ask the NAC to consider any applicable lease opportunities moving forward.

¹ The TOFA was discussed at the December 2012 NAC meeting, and the revision of OWD's fueling setback regulations—to coincide with NFPA federal standards—was discussed at the May 8, 2013 NAC meeting.



U.S. Department
of Transportation
Federal Aviation
Administration

Office of Airport Safety and
Standards

800 Independence Ave., S.W.
Washington, D.C. 20591

APR 14 2008

APR 11 2008

Mr. Matthew Watsky, Esquire
Attorney at Law
East Brook Executive Park
30 Eastbrook Road, Suite 301
Dedham, MA 02026

Michael C. Lehane, Esquire
Murphy, Hesse, Toomey & Lehane, L.L.P.
300 Crown Colony Drive
Quincy, MA 02269

Dear Messrs. Watsky and Lehane:

FAA Docket Number 16-07-03

Enclosed is a copy of the Director's Determination in the above-captioned formal complaint under 14 C.F.R Part 16.

We find that the Town of Norwood, Massachusetts, is in violation of Title 49 United States Code §§ 40103(e) and 47107(a)(1) and *General Written Assurances* on Exclusive Rights, Economic Nondiscrimination, and Preserving Rights and Powers.

The Town has 30 days to submit a corrective action plan that (1) provides access for BAC to conduct self-fueling operations consistent with state and local regulations; (2) ends the practice of awarding long-term leases of the federally-funded ramps that had the effect of granting one party control over the majority of the ramps on the Airport; (3) puts in place a short-term ramp leasing permit policy for the Airport to assert more control of the federally-funded ramps and (4) regain the Airport's rights and powers to access the "1100 Foot Strip" to provide power to the Airport ramps for Airport tenants.

Failure to submit a corrective action plan acceptable to the FAA within the time provided, unless extended by the FAA, will lead to suspension of future grant applications for AIP discretionary grants.

Sincerely,

J. R. White for

Kelvin Solco
Acting Director, Office of Airport
Safety and Standards

Enclosure



TOWN OF NORWOOD

Commonwealth of Massachusetts

80

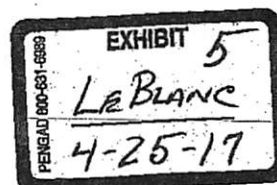
NORWOOD AIRPORT COMMISSION

Bryan H. Corbett, *Chairman*
Mark P. Ryan, *Vice Chairman*
Leslie W. LeBlanc
Kevin J. Shaughnessy
Thomas J. Wynne

CERTIFIED MAIL

May 16, 2008

U.S. Department of Transportation
Federal Aviation Administration
Attn: Kelvin Solco, Acting Director
Office of Airport Safety and Standards
800 Independence Ave., S.W.
Washington, D.C. 20591



Dear Mr. Solco:

FAA Docket Number 16-07-03

Per the above-captioned formal complaint, under 14 C.F.R. Part 16, the Town of Norwood, Massachusetts, acting through the Norwood Airport Commission (NAC), has received your Determination, dated April 11, 2008, and the April 23, 2008 Errata.

To comply with your Determination, and without waiving its right of appeal, the NAC respectfully submits a corrective action plan that will address each of the four required components. These issues are as follows: (1) providing access to BAC to conduct self-fueling operations consistent with state and local regulations; (2) ending the practice of awarding long-term leases of the federally funded ramps that have the effect of granting one party control over the majority of the ramps on the airport; (3) putting in place a short-term ramp leasing permit policy to assert more control of the federally funded ramps; and (4) re-gaining the Airport's rights and powers to access the "1,100 foot strip" to provide power to the Airport ramps for Airport tenants. Separately, the NAC is currently preparing its appeal of your April 11, 2008 Determination, as amended by the April 23, 2008 Errata, because it disagrees with the findings and conclusions contained therein.

CORRECTIVE ACTION PLAN

1. NAC must provide access to BAC, to conduct self-fueling operations

As of January 2008, *Flight Level Norwood, LLC* (Flight Level) acquired *Eastern Air Center's* (EAC) interests at Norwood Airport (Airport). At the time that EAC assigned its interests to *Flight Level*, the parties had already submitted their pleadings and documentary materials in the above-captioned formal complaint and your Determination remained pending.

P.O. Box 40, Norwood, MA 02062-0040
PH: (781) 255-5616 FAX: (781) 255-5617

Due to the EAC assignment, *Flight Level* is the current sub-lessee of the 1,100 foot strip. At the request of both *Boston Air Charter* (BAC) and *Flight Level*—which effectively replaced EAC as a fixed-base operator—NAC has approved BAC's self-fueling arrangement with *Flight Level*. This action was voted favorably and unanimously by the NAC at its March 12, 2008 public meeting. I've enclosed a copy of the "Self-Fueler Operations Agreement" executed by *Flight Level* and BAC and the minutes from the NAC's March 12, 2008 meeting. As a result, BAC has been self-fueling for approximately eight weeks and now has access to conduct self-fueling operations.

Concurrently, through the Town of Norwood's Light Department, the NAC is pursuing alternative options to accessing power on the Airport's northwest quadrant. As a potential electrical source, one locus being investigated is sited at the Airport's centerfield windsock, east of the Gate 3/Taxiway B intersection, where power is available. This area in question is not currently encumbered by leasehold.

2. NAC must no longer award long-term leases on federally-funded ramps

The awarding of short-term leases on federally-funded apron projects, except for fuel farms, is reflected both by the NAC's prior conduct and in its recent formalized policy. During its most recent lease negotiations, which occurred during 2005 and concerned Airport Lots A, B, C, the NAC awarded a five-year only lease to EAC. This action was taken contrary to the vigorous arguments of EAC, which wanted a 20-year lease with options to renew.¹ At that time, the Commission expressed a re-direction of its leasing policy, with a focus on shorter lease terms. A copy of the NAC minutes pertaining to the lease of Lots A, B, C is attached hereto.

The Commission also articulated its interest in effectively "un-encumbering" land so that prospective lessees, other than EAC, may also bid on future leaseholds. During a May 14, 2008 public meeting, the NAC voted to both formalize and further on a broader basis, the actions the NAC had taken on Lots A, B, C—by affirming a shorter term leasing policy for all land it leases at the Airport. In so doing, the NAC expressed an interest in seeking to prevent the granting of one party control over the majority of the airport ramps.

3. NAC must have a short-term leasing policy to assert more control of the ramps

During its May 14, 2008 public meeting, the NAC voted to formalize into future practice a shorter term leasing policy that will seek to prevent the granting of one party control over the majority of the airport ramps. This short-term leasing policy also includes the NAC's intention to implement subordination agreement and non-exclusivity clauses in all future leases. In particular, the proposed subordination agreement clause provides that any term or condition of

¹ Any long-term leases of the Airport were executed many years ago. In recent years, the Commission has consistently declined to grant long-term leases. As a case in point, in November 2007, during construction on a site adjacent to Lots A, B, C, EAC attempted to leverage a 20-year lease on Lots A, B, C by withholding agreement to a "safety zone" on the leased parcel on a federally funded project. The Commission strongly resisted and held fast to a five-year only lease on that EAC leasehold, subsequently entering into litigation against EAC rather than agree to make such a long-term lease. As a result of the Commission's position, the Town of Norwood incurred additional delay costs for the project, totaling more than \$35,000. However, the five-year only lease on Lots A, B, C remained unchanged once the issue was finally resolved.

the lease in conflict or inconsistent with any Federal Aviation Administration (FAA) and/or Massachusetts Aeronautics Commission grant assurances shall be subordinated to such grant assurance. By contrast, the proposed non-exclusivity clause provides explicitly that any commercial activities carried on pursuant to the lease shall be subject to competition from others and the lessee shall not have exclusive access or monopolistic rights on or to the Airport.

4. NAC must regain the Airport's rights and powers to access the "1,100 foot strip"

The Town of Norwood has had a long-standing interest in regaining rights and powers to access the 1,100 foot strip. Some 14 months ago, in March 2007, the NAC completed Phase II of the Norwood Airport Master Plan (Master Plan). The FAA reviewed and subsequently approved Phase II of the Master Plan, which was funded under a federal Airport Improvement Program (AIP) grant. Several sections specifically address the Town of Norwood's interest in buying out the *Boston Metropolitan Airport* (BMA) lease. Included within the options identified in Section 3.16 *Facility Needs* (p. 3-19) is a buyout of the BMA lease. Additionally, in the Master Plan's Section 4.0 *Alternatives Analysis* (p. 4-29), under *Land Acquisition*, the action alternative proposes as follows: "The BMA lease parcel is at the heart of the Airport's upland area and should be acquired as part of a long-range effort . . . Acquisition of the BMA parcel would enable a clean-slate approach to plan for a more efficient and self-sustaining Airport . . . Due to the financial and legal issues attendant to acquiring the BMA parcel, this would be a long-term, low priority alternative on the five to ten-year time frame." By comparison, the NAC deemed the No Action Alternative, which would maintain the existing land holdings and pattern of leases at the Airport, as unacceptable.


Nevertheless, following your recent Determination, the NAC pursued emergency funding through the FAA New England Region to hasten the acquisition of the 1,100 foot strip. However, according to administration officials, FAA does not have the monies to participate in such a request. A similar appeal—to include multi-year AIP funding for an appraisal and purchase of the BMA leasehold years remaining—was discouraged by FAA regional officials.

In response, the NAC is now negotiating with BMA to gain a utilities easement on that portion of the Gate 3 taxi-lane overlapped by the 1,100 foot strip currently leased by BMA. If these negotiations are unsuccessful, the NAC will consider its other options, including but not limited to a declaratory judgment action concerning the NAC's rights under its lease with BMA.

Further, the approved Master Plan also acknowledges the NAC's willingness to provide fuel vendor competition at the Airport in Section 6.3.3 *Future Revenue Enhancement Options* (pp. 6-10 to 6-12). To that end, the Commission is evaluating the establishment of a second aviation fuel facility at the Norwood Airport.

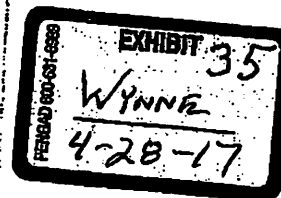
In closing, the Town of Norwood, through its Airport Commission, respectfully submits this corrective action plan, to comply with each component of the Order contained in your Determination. Please feel free to contact Airport Manager Russ Maguire at (781) 255-5616 if you have any questions or concerns regarding this corrective action plan.

Sincerely,


Bryan H. Corbett, Chairman
Norwood Airport Commission

Enclosures

cc: Michael C. Lehan, Esquire
Matthew Watsky, Esquire
LaVerne Reid



OCT - 6 2008

Mr. Russ Maguire
Airport Manager
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

Dear Mr. Maguire:

Thank you for your letter of August 28 about the Town of Norwood's (Town) corrective action plan required by the Director's Determination in Federal Aviation Administration Docket Number 16-07-03, *Boston Air Charter v. Norwood Airport Commission*, and as affirmed in the FAA's Final Decision and Order. I am also in receipt of your September 18, 2008 letter and am pleased that the Town stands ready to comply with FAA's Final Decision and Order. The FAA did receive the Town's May 23, 2008 corrective action plan as noted in the Final Decision and Order of August 14, 2008. Unfortunately, it fails to comply with the Final Agency Decision.

Specifically, the Town must take the following corrective actions to comply with the Final Agency Decision:

- The Town has or will provide access to aeronautical service providers, including Boston Air Charter, to establish a fuel facility and conduct self-fueling operations consistent with State and local regulations.

Boston Air Charter is still unable to gain power to install its own fuel facility and self-fuel its aircraft. The "Self-Fueler Operation Agreement" between Flight Level Norwood, LCC, and Boston Air Charter essentially grants Boston Air Charter limited access to Flight Level's fueling facility. As stated in the Final Agency Decision, this is not self-fueling. This issue is addressed in detail on pages 30, 31, 32, 33, and 34 of the Final Agency Decision. Appropriate corrective action will occur when aeronautical service providers, including Boston Air Charter, gain access to power from either the public transformer on the "1100-foot strip" or another source on the airport. Expressing intent to provide access to power for Boston Air Charter in the future is not acceptable corrective action.

- The Town has ended or will end the practice of awarding long-term leases of federally funded ramps that have the effect of granting one party control over the majority of the ramps on the airport.
- The Town will put in place a short-term ramp leasing permit policy for the airport to assert more control of the federally funded ramps.

Appropriate corrective action will occur when the Town enacts a short-term leasing policy or short-term standard lease form or revocable permit for ramp parking. The lease or permit should include a subordination clause to the FAA grant assurances. The subordination clause should give the Town the ability to amend the lease or permit to comply with all existing and future FAA grant assurances. Such corrective action will demonstrate the Town's ability to gain control of the federally funded ramps.

- The Town has or will regain the airport's rights and powers to access the "1100-foot strip" to provide power to the airport ramps for airport tenants.

As addressed in the Director's Determination and Final Agency Decision (pages 14 and 15), the Town was obligated by a grant condition of a 1967 FAA grant to acquire title to the "1100-foot strip." On December 28, 1967, the Town counsel signed a certificate indicating the Town held fee simple title, free and clear of all liens, encumbrances and adverse interests. The Town then leased the property back to the owner under a 20-year lease with three 20-year renewal options for 80 years. The Town retained no rights under the lease to maintain or install utilities or provide access to public power on the "1100-foot strip." The terms of the lease essentially nullified the 1967 FAA grant condition.

It is the Town's obligation to gain and maintain access to utilities on the "1100-foot strip." It is not a funding obligation of FAA to correct the Town's mistake in entering into a lease that relinquished the Town's rights and powers. Corrective action will be achieved when the Town provides documentation to this office evidencing that it has gained unrestricted access to the public power source on the "1100-foot strip" to provide power to the airport ramps for airport tenants.

I also note that in your September 18 letter, you requested a 30-day extension of time to amend your corrective action plan. I grant your request for a 30-day extension of time to submit a corrective action plan that addresses the compliance issues in the Final Agency Decision and as further detailed here. The Town's corrective action plan is now due on October 24, 2008. Please be advised that when my office receives satisfactory evidence of compliance with each of the corrective actions, the Town will again be eligible for FAA discretionary grant funding.

For further information, please contact Charles C. Erhard, Manager of the Airport Compliance Division, at (202) 267-3187.


I trust this information is helpful.

Sincerely,

Original Signed By:
D. Kirk Shaffer

D. Kirk Shaffer
Associate Administrator
for Airports

cc: Matthew Watsky, Counsel for Complainant
Laverne Reid, New England Airports Division Manager



U.S. Department
of Transportation
Federal Aviation
Administration

Office of the Associate
Administrator for Airports

800 Independence Ave., SW.
Washington, DC 20591

Exhibit FAA-1

JAN 15 2009

Mark P. Ryan, Vice Chairman
Norwood Airport Commission
Post Office Box 40
Norwood, MA 02062

**RE: Boston Air Charter v. Norwood Airport Commission,
FAA Docket 16-07-03
Amended Corrective Action Plan, October 23, 2008**

Dear Mr. Ryan

Thank you for your October 23, 2008 amended corrective action plan required by the Director's Determination in FAA Docket 16-07-03 and affirmed in the FAA's Final Decision and Order. We appreciate the Norwood Airport Commission's (NAC) efforts to address the issues raised in the FAA's Final Decision and Order. The NAC's intention to conduct an appraisal and acquire the easement combined with the development of a model easement indicates the Airport's recognition of the problem.

We concur with your decision not to accept Boston Metropolitan Airport's offer. Boston Metropolitan Airport's offer, granting a utility easement in return for fuel flowage fee receipts from all aeronautical service providers using the easement, may jeopardize the Town's rights and powers and the Airport's financial self-sustainability.

Unfortunately, the corrective action plan fails to address the following concerns:

- Part One: *"The Town has provided or will provide access to aeronautical service providers, including Boston Air Charter, to establish a fuel facility and conduct self-fueling operations consistent with state and local regulations."*
- Part Four: *"That the Town has, or will, regain the airport's rights and powers to access the "1,000-foot strip" to provide power to the airport's ramps for airport tenants."*

While the plan describes the process the NAC must employ to gain access to the property, it does not address how the Airport will provide access to aeronautical service providers. A key piece of an acceptable corrective plan will be the description of how the Airport will provide access to aeronautical service providers, including Boston Air Charter, to establish a fuel facility and conduct self-fueling operations consistent with state and local regulations.

Your letter indicated that the Commission does not have an appropriation in the current fiscal year Town budget for the appraisal and acquisition of this easement. FAA's Final Order and Decision is very clear, it requires the Town, the airport sponsor, to correct these deficiencies and bring the Airport in compliance with its grant assurances.

The FAA's Final Order and Decision also requires:

- Part Two: *"The Town has ended or will end the practice of awarding long-term leases of federally funded ramps that have the effect of granting one party control over the majority of the ramps on the Airport".*
- Part Three: *The Town will put in place a short-term ramp leasing permit policy for the Airport to assert more control of the federally funded ramps".*

We have no objection to the NAC using a five year term as the basis for its short-term standard ground lease. However, we do not see a provision in the lease that permits the Airport to recapture the common use ramps and redistribute the space in the event new fixed base operators establish businesses on the Airport. Based on provisions in the lease, a new operator would have to wait five years before ramp space could be made available. Adding a provision in the lease that permits the Airport to redistribute common use ramp space based on the needs of the Airport would be an appropriate means to address this issue. FBO operators would still have a preferential right to use ramp space immediately in front and adjacent to their FBO facilities.

Please submit the necessary changes to your lease form. In addition, please submit a revised corrective action plan to my office identifying a reasonable timetable to comply with the requirements of Part one and four and that also includes the date when funds will be made available for the necessary corrective action. Please direct all future correspondence to my attention

We look forward to reviewing your new submission.



Randall Fiertz
Director, of Airport Compliance
and Field Operations

Copies to:

Mr. Matthew Watsky, Esquire
Attorney at Law
East Brook Executive Park
30 Eastbrook Road, Suite 301
Dedham, MA 02026

Michael C. Lehane, Esquire
Murphy, Hesse, Toomey & Lehane, L.L.P.
300 Crown Colony Drive
Quincy, MA 02269



U.S. Department
of Transportation
Federal Aviation
Administration

Federal Aviation Administration
New England Region

12 New England Executive Park
Burlington, MA 01803

September 25, 2009

Mr. Russ Maguire
Airport Manager
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

Dear Mr. Maguire:

This office has reviewed your letter dated September 11, 2009, requesting guidance on a proposed long-term lease of an apron to Boston Air Charter (BAC).


On April 11, 2008, the FAA issued a Director's Determination ordering the Town of Norwood to end the practice of awarding long-term leases of federally funded aprons. As a result, the Town submitted an action plan to the FAA stating that it would discontinue its long term leasing practice. The proposal by BAC is contrary to both these documents.

However, the FAA has no objection to a lease for the apron area required for BAC's fuel farm for a thirty-year term. This will allow BAC to amortize the cost of constructing the fuel farm.

The lease of any additional apron space must be in accordance with the Compliance Handbook, FAA Order 5190.6A, Paragraph 4-17.k.

If you have any questions, you can reach me at 781-238-7624.

Sincerely,


Donna R. Witte
Airports Program Specialist

cc: Mr. C. Willenborg, MAC



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS
125 Access Road
Norwood, MA 02062

MAILING ADDRESS
125 Access Road
Norwood, MA 02062

BY FEDEX

December 9, 2009

COPY

U.S. Department of Transportation
Federal Aviation Administration
Attn: Randall Fiertz, Director, Airport Compliance and Field Operations
Office of the Associate Administrator for Airports
800 Independence Ave., S.W.
Washington, D.C. 20591

**RE: FAA Docket No.: 16-07-03, *Boston Air Charter v. Norwood Airport*
Commission; Revised Corrective Action Plan to Meet the FAA Order**

Dear Mr. Fiertz:

On behalf of the Norwood Airport Commission (NAC), please consider this letter—and its attachments—as the board's revised corrective action plan following your correspondence dated January 15, 2009 and July 31, 2009, and subsequent conversations and e-mails between our offices. Because the NAC's October 23, 2008 amended corrective action plan did not fully comply with the final agency decision on the four parts of its Order, the NAC has taken the following additional actions that we now believe fully meet the obligations set forth in the FAA Order.

Part 1 of the Order states:

"That the Town has or will provide access to aeronautical service providers, including Boston Air Charter, to establish a fuel facility and conduct self-fueling operations consistent with state and local regulations."

Part 4 of the Order states:

"That the Town has, or will, regain the airport's rights and powers to access the '1,100-foot strip' to provide power to the airport's ramps for airport tenants."

Corrective Actions: On October 14, 2009, following lengthy but productive negotiations with *Boston Metropolitan Airport (BMA), Inc.*, the town of Norwood agreed to appraise and then acquire (by Town Meeting vote and appropriation) a 20 ft. by 300 ft. utilities easement that now bisects the *BMA* long-term leasehold through the Norwood Airport gate

3 taxi-lane. A copy of the official document, now registered in Norfolk County Land Court, is included as *Attachment 1*. With this action, the town of Norwood has regained rights and powers to access the 1,100-ft. strip, that in turn provides access to power for airport tenants, including *Boston Air Charter* (BAC).

As requested by your office, on November 25, 2009 I sent a certified mailing to BAC, notifying the company that the town of Norwood had acquired the utilities easement from *BMA*; and extending a lease offer, subject to reasonable standards, for space on the DC-3 apron, so that BAC would then be able to construct and operate an aircraft self-fueling facility. (See *Attachments 2, 3 and 4*.)

Part 2 of the Order states:

"The Town has ended or will end the practice of awarding long-term leases of federally funded ramps that have the effect of granting one party control over the majority of the ramps on the Airport."

Part 3 of the Order states:

"The Town will put in place a short-term ramp leasing permit policy for the Airport to assert more control of the federally funded ramps."

Corrective Action: Specific to these parts of the Order, at its October 21, 2008 public meeting, the NAC voted to approve the standard short-term lease form noted in *Attachment 4*, and all conditions set forth therein. Specifically, I direct your attention to the following excerpted sections of the *Norwood Memorial Airport Standard Ground Lease Form, Short-Term*:

Section XXX. FEDERAL AND STATE REQUIREMENTS (paragraphs 4 and 6): "...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 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 large part by grants from the Federal Aviation Administration (FAA) and/or the Massachusetts Division of Aeronautics precursor entity, 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/or the Massachusetts Division of Aeronautics grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to Norwood Memorial Airport, and thus, any commercial activity authorized on the 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/or Massachusetts Division of Aeronautics grant assurances...To the extent any of the 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."

Furthermore, as required by the Order, and as noted in *Section XXXI Reserved Rights*, paragraph 2 of the standard short-term lease form, a provision has been added to the document, permitting the airport to re-capture the common use ramps and re-distribute the space in the event that a new fixed-base operator(s) should establish business on the Norwood Airport.

In closing, Mr. Fiertz, acting through the NAC, the town of Norwood believes it has taken the necessary steps to meet all parts of the FAA Order. Throughout this process, we have worked very closely with Ms. Donna Witte, FAA's compliance officer in the New England region, as well as Mr. Kevin Willis from your office, to cure the issues relative to our case. We therefore respectfully request that your agency now consider this revised corrective action plan to meet the full measure of our compliance obligations, thus rendering Norwood Memorial Airport as federally grant-eligible.

Please feel free to contact my office directly should FAA require any additional information relative to our case. My point-of-contact information is as follows:

Mailing address:	125 Access Road Norwood, MA 02062
E-mail:	rmaguire@norwoodma.gov
Work phone:	(781) 255-5616
Cell phone:	(781) 603-5373

Thank you.

Sincerely,



Russ Maguire, Manager
Norwood Memorial Airport

Attachments:

- 1 — 10/14/2009 deed of easement between *BMA, Inc.* and the town of Norwood
- 2 — 11/25/2009 Norwood Airport Commission lease offer to *BAC*
- 3 — Mail receipt, Norwood Airport Commission lease offer to *BAC*
- 4 — Norwood Memorial Airport, standard ground lease, short-term; DC-3 apron

Copies to: *Federal Aviation Administration, (ANE) New England Region, Attn:
Donna Witte; Norwood Town Counsel; Norwood Airport Commission*



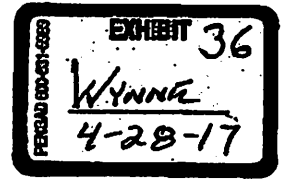
U.S. Department
of Transportation
Federal Aviation
Administration

Airport Compliance and Field Operations

800 Independence Ave., SW.
Washington, DC 20591

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JAN 27 2010



Mr. Russ Maguire
Manager
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

Dear Mr. Maguire:

Thank you for your December 9, 2009 submission about the Town of Norwood's Corrective Action Plan (CAP) for FAA Docket Number 16-07-03, *Boston Air Charter v. Norwood Airport Commission*. The Federal Aviation Administration (FAA) finds that the CAP has resolved the issues identified in the Director's Determination (DD) dated April 11, 2008 and affirmed in the Final Agency Decision dated August 14, 2008.

Our review of the CAP indicates that the Town has taken the necessary and appropriate steps to comply with the FAA Order to:

- Provide access to aeronautical service providers, including Boston Air Charter, to establish a fuel facility and conduct self-fueling operations consistent with state and local regulations;
- Regain the Airport's rights and powers to access the "1,100 foot strip" to provide power to the Airport's ramps for the Airport's tenants;
- End the practice of awarding long-term leases of federally funded ramps that have the effect of granting one party control over the majority of the ramps on the Airport; and
- Establish a short-term ramp leasing permit policy for the Airport to assert more control of the federally funded ramps.

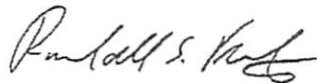
The Town has acquired a utilities easement from Boston Metropolitan Airport, Inc., to provide access to power for all interested tenants including Boston Air Charter. As required, the Town has extended a lease offer to Boston Air Charter, consistent with the state and local regulations, and advised BAC of the availability of this utility easement. The Town has also taken appropriate action to terminate the practice of long-term leasing of public ramps and institute a policy of short-term leasing of federally funded ramps on

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the Airport. A review of the Town's proposed CAP and follow-up documentation demonstrates that the corrective actions are acceptable.

In conclusion, we find the Town's CAP acceptable, as submitted. The FAA finds the Town of Norwood in compliance with its Federal obligations.

Sincerely,



Randall S. Fiertz
Director of Airport Compliance
and Field Operations

cc: Donna Witte, Compliance and Real Estate Specialist
New England Region - Airports Division



RECEIVED
TOWN OF NORWOOD
MAR -7 P 12:11

EXHIBIT
466
MAGUIRE
6-25-18
PENGAD 800-851-6089

NORWOOD AIRPORT COMMISSION

Thomas J. Wynne, Chairman
Mark P. Ryan, Vice Chairman
Kevin J. Shaughnessy, Clerk
Leslie W. LeBlanc
Martin E. Odschel

NORWOOD AIRPORT COMMISSION

NOTICE IS HEREBY GIVEN THAT A PUBLIC MEETING OF THE NORWOOD AIRPORT COMMISSION WILL BE HELD:

DATE: Wednesday, March 12, 2014

TIME: 12 p.m.

PLACE: Norwood Airport Commission Meeting Room
125 Access Road
Norwood, MA 02062

TENTATIVE AGENDA ITEM:

- AIP projects
- Boston Executive Helicopters' construction update
- Boston Executive Helicopters' full-service fixed base operator interest
- Review of prior meeting minutes
- Airport Manager's report

IF ANYONE IS INTERESTED IN ATTENDING
PLEASE CALL THE AIRPORT MANAGER AT 508-255-1500



The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Thomas J. Wynne, *Chairman*
Mark P. Ryan, *Vice Chairman*
Kevin J. Shaughnessy, *Clerk*
Leslie W. LeBlanc
Martin E. Odstrchel

MEETING AGENDA

March 12, 2014

12 p.m. in the Norwood Airport Commission Meeting Room

1. **APPOINTMENTS**
 - AIP project update, Jeff Adler
 - *Boston Executive Helicopters* (BEH), update on fuel farm/hangar, Chris Donovan
 - *Flight Level Norwood*, update on capital projects, Mike DeLaria
2. **MINUTES**
 - January 15, 2014 regular business meeting
 - February 12, 2014 regular business meeting
 - February 12, 2014 executive session
3. **AIRPORT MANAGER'S REPORT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - *Boston Executive Helicopters* (BEH), full service fixed-base operator interest
 - CY 2014 aircraft tie-down leases
6. **CORRESPONDENCE**
 - 2/20/14 ltr. from attorney R. Lizza, representing *I.W. Harding*, to Norwood Town Counsel

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
March 12, 2014**

APPROVED
5/14/14

In Attendance: Commissioners Tom Wynne, Chairman, Martin Odstrchel, Mark Ryan, Kevin Shaughnessy. Airport Manager, Russ Maguire, Assistant Manager, Mark Raymond.

Meeting Called to Order: 12:00PM

APPOINTMENTS

- * AIP project update: Jeff Adler
Mr. Adler was unable to attend.
- * Boston Executive Helicopters (BEH), update on fuel farm/hangar: Chris Donovan
Construction is ongoing. Sprinkler, water lines, and sewer next to be installed.
Projected end date approximately 60-75 days.
- * Flight Level Norwood, update on capital projects: Mike DeLaria
Waiting for leases. Leases to be discussed in Executive Session at the end of this regular meeting.

MINUTES

- * January 15, 2014 regular business meeting
On a motion by Mr. Odstrchel and seconded by Mr. Ryan, the Commission voted 3/0 to accept the January 15, 2014 meeting minutes.
- * February 12, 2014 regular business meeting
On a motion by Mr. Ryan and seconded by Mr. Shaughnessy, the Commission voted 3/0 to accept the February 12, 2014 meeting minutes
- * February 12, 2014 executive session
On a motion by Mr. Ryan and seconded by Mr. Odstrchel, the Commission voted 3/0 to accept the February 12, 2014 Executive Session meeting minutes.

AIRPORT MANAGER'S REPORT

Airport Accident: February 22, 2014, pilot of Cessna 182 lost control of aircraft on touchdown, propeller contacted runway. The disabled aircraft settled at the intersection of runway 17 and taxiway C. Flight operations were suspended for approximately 2 hours. The Norwood Fire Department, FAA Operations Center and National Transportation Safety Board, and MassDOT were all notified.

Snow Removal: On 2/24, the Airport Manager attended the Special Town Meeting that included an article to appropriate additional funding for emergency snow removal at the airport. This article passed.

— **Informational Updates** —

2013 Annual Report - Attachments A-B of Managers Report

Air Traffic - February 2014 air traffic report - Attachments C-D of Managers Report

Potential for scenes for another movie to be filmed at Norwood Airport.

Mr. Shaughnessy suggested that the film production company give a donation to a group such as Circle of Hope for the use of the airport.

On a motion by Mr. Shaughnessy and seconded by Mr. Odstrchel, the Commission voted 3/0 to accept the Managers Report.

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING**

March 12, 2014

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OLD BUSINESS

NEW BUSINESS

- * Boston Executive Helicopters (BEH), full service fixed-base operator interest

Joshua Foxx, Representative of Rollins, Rollins & Foxx.

Seeking clarity on BEH's ability to fuel on town controlled and approved helipads

West apron: Joshua Foxx, representing BEH, requests all or part of the west apron area of the airport.
The request for the west ramp will be discussed in Executive Session at the end of this meeting.

- * CY 2014 aircraft tie-down leases

Gregory Quinn

Allen Small

On a motion by Mr. Shaughnessy and seconded by Mr. Ryan, the Commission voted 3/0 to accept the tie-down leases.

CORRESPONDENCE

- * 2/20/14 Letter from attorney R. Lizza, representing I.W. Harding, to Norwood Town Counsel

On a motion by Mr. Ryan and seconded by Mr. Shaughnessy, the Commission voted: Mr. Shaughnessy, Yes, Mr. Odstrechel, Yes, Mr. Ryan, Yes, Mr. Wynne, Yes to proceed to Executive Session

Meeting Adjourned for Executive Session: 12:23pm

Meeting Adjourned for Regular Business Meeting: 12:44pm

APPROVED

AIRPORT COMMISSION MEETING
EXECUTIVE SESSION
March 12, 2014

5/14/14

Flight Level:

Flight Level is requesting, from the Norwood Airport Commission, a letter of intent to extend leases for the purpose of amortizing their future airport investments.

On a motion by Mr. Shaughnessy and seconded by Mr. Odstrchel, the Commission voted 3/0 to extend Leases on:

Lot 5: until the year 2047 or until 2050, with a further explanation from Flight Level.

Lot 6 & 7: The Commission will revisit when Flight Level has approved funding

Lots A, B, C: Extend lease for 5 years.

Boston Executive Helicopters

NAC needs financial and insurance information from BEH

Boston Executive Helicopters is requesting a decision on the lease of the West Apron.

On a motion by Mr. Odstrchel and seconded by Mr. Ryan, the Commission voted 3/0 to offer to Boston Executive Helicopter a 83 x 83 area of the West Apron for the term of a 5 year lease beginning June 1, 2014. This is conditional upon BEH receiving all approvals and permits necessary for operation.

On a motion by Mr. Ryan and seconded by Mr. Shaughnessy, the Commission voted: Mr. Ryan, Yes, Mr. Shaughnessy, Yes, Mr. Odstrchel, Yes, Mr. Wynne, Yes., to close Executive Session and return to the regular business meeting.

MEETING ADJOURNED: 12:43pm



NORWOOD AIRPORT COMMISSION

NOTICE IS HEREBY GIVEN THAT A PUBLIC MEETING OF THE NORWOOD AIRPORT COMMISSION WILL BE HELD:

DATE: Wednesday, April 9, 2014

TIME: 12 p.m.

PLACE: Norwood Airport Commission Meeting Room
125 Access Road
Norwood, MA 02062

TENTATIVE AGENDA ITEM:

- AIP projects
 - *Boston Executive Helicopters'* construction update
 - Review of prior meeting minutes
 - Airport Manager's report
 - Executive Session
-



The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Thomas J. Wynne, *Chairman*
Mark P. Ryan, *Vice Chairman*
Kevin J. Shaughnessy, *Clerk*
Leslie W. LeBlanc
Martin E. Odstrchel

MEETING AGENDA

April 9, 2014

12 p.m. in the Norwood Airport Commission Meeting Room

1. **APPOINTMENTS**
 - AIP project update, Jeff Adler
 - *Boston Executive Helicopters (BEH)*, update on fuel farm/hangar, Chris Donovan
2. **MINUTES**
 - March 12, 2014 regular business meeting
 - March 12, 2014 executive session
3. **AIRPORT MANAGER'S REPORT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - CY 2014 aircraft tie-down leases
6. **CORRESPONDENCE**
 - 3/12/14 e-mail from C. Donovan, of BEH, to Airport Manager re: Lots A,B,C
 - 3/17/14 ltr. From Airport Manager to C. Donovan, of BEH, re: west apron lease offer

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
April 9, 2014**

APPROVED

5/14/14

In Attendance: Commissioners Tom Wynne, Chairman, Martin Odstrchel, Mark Ryan, Kevin Shaughnessy, Airport Manager, Russ Maguire, Assistant Manager, Mark Raymond.

Meeting Called to Order: 12:00PM



APPOINTMENTS

AIP Project Update; DuBois & King, Jeff Adler

Closeout paperwork includes aerial photos, total payment \$136,957.97 \$89,766.98 payable to J. H. Lynch \$47,190.99 to Dubois & King. The Norwood share was \$3423.95. The overall project was delivered under budget by more than \$10,000.

On a motion by Mr. Ryan and seconded by Mr. Odstrchel the Commission voted 4/0 to approve final payment on Taxiway A.

Second pay request is for pay request #2 for Taxiway A environmental assessment. Payment of \$19,567.05 to DuBois & King. Norwood Share \$489.17

On a motion by Mr. Ryan and seconded by Mr. Odstrchel the Commission voted 4/0 to approve payment.

Regarding the Scoping meeting on environmental assessment Phase 2 for Taxiway A, and wildlife hazard assessment. Fee submitted, no IFE needed because under \$100K. The deadline for submitting the grant application is May 1, 2014.

On a motion by Mr. Ryan and seconded by Mr. Shaughnessy, the Commission voted 4/0 to approve permission for Chairman, Mr. Wynne sign the grant application.

Mr. Adler will provide an update on the terminal building at the May meeting.

Boston Executive Helicopters, Chris Donovan & Joshua Foxx (BEH counsel)

The electrical on hanger is "roughed in" and inspected. Roof insulation is complete. Sprinkler system and HVAC is "roughed in", gas line installed and saw cut pavement outside installed 4.9.14. Water service & sprinkler in near future. Fuel system is scheduled to be installed the week of 4.14.14 and a generator is scheduled for installation. The building is expected to be weather tight by 4.25.14.

Lease offer: BEH and Mr. Foxx do not think the square footage offered by NAC is adequate for fueling as an FBO. Presently, BEH would like to refuse the current offer of 83x83 square feet.

Questions by NAC: What does BEH feel would be adequate space? 100K square feet.

Once again, the NAC is requesting a business plan from BEH and when that business plan has been submitted, the Commission will then relook at allocating more space on the airport.

G. Donovan stated that NAC has never requested a business plan from BEH.

NAC reiterates that business plan is necessary.

BEH submitted their Financial plan to Mr. Maguire last night (April 8, 2014).

Mr. Donovan stated that he does approximately \$700,000 in business and thousands of hours in Charter Services with his helicopter operations.

As a final comment, Mr. Donovan would like to state that he feels discussions with the NAC are always combative.

For the record, Mr. Shaughnessy, as well as the other members of the NAC, support Mr. Maguire as a good and fair manager.

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING**

April 9, 2014

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MINUTES

*** March 12, 2014 regular business meeting**

Mr. Ryan requests an edit of the New Business section, regarding area around the west ramp to clarify that J. Foxx, representing BEH, requested all or part of the west apron area of the airport.

No vote will be taken at this time until the March minutes are updated to reflect this change.

*** March 12, 2014 executive session**

On a motion by Mr. Odstrchel, and seconded by Mr. Shaughnessy, the Commission voted 4/0 to accept the minutes of the Executive Session.

AIRPORT MANAGER'S REPORT (March 1 – March 31, 2014)

Scoping Meeting, Environmental Assessment :

On 3/13, airport management met with FAA and MassDOT officials, along with our engineer (DuBois & King) and environmental team (Epsilon Associates) for a scoping meeting on the environmental assessment allied to taxiway A's planned re-location.

Spill Response:

At about 3:35 p.m. on 3/18, airport management was notified that an aircraft parked on Flight Level's lot 6 was leaking aviation gas on to the parking apron. Norwood Fire was immediately called and responded. Flight Level line personnel responded by capping the storm drain adjacent to the parked aircraft and capturing the flowage of fuel. With Speedi-Dri, the environmental effect was localized with no run-off into the wetlands. Airport management and Flight Level followed procedures outlined in the airport's Spill Prevention, Control and Countermeasures Plan.

— Informational Updates —

Hollywood Movie

On 3/11, airport management met with representatives from a Hollywood movie production company interested in using the Norwood Airport for a location shoot.

Comprehensive Pavement Project

Airport management has begun to coordinate preparations for the MassDOT project to crack-seal and repair pavement on the Norwood Airport's runways and taxiways.

Air Traffic Control Tower Program

Air Traffic Control Tower Program

Letter received from United States Senators to the Committee on Appropriations requesting language ensuring full and dedicated funding for the Contract Tower Program as part of the FY2015 FAA budget.

March 2014 Air Traffic report: 3,964 Total Airport Operations

On a motion by Mr. Shaughnessy and seconded by Mr. Odstrchel, the Commission voted 4/0 to accept the Airport Manager's Report.

NEW BUSINESS

*** CY 2014 aircraft tie-down leases**

On a recommendation by Mr. Maguire and a motion by Mr. Ryan, seconded by Mr. Shaughnessy, the Commission voted 4/0 to award 2014 tie-down lease to Ray Fallon.

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING**

April 9, 2014

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CORRESPONDENCE

* 3/12/14: An e-mail from C. Donovan, of BEH, to Airport Manager regarding negotiations for the lease of Lots A,B,C

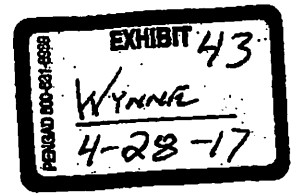
* 3/17/14: A letter from Airport Manager to C. Donovan, of BEH, regarding west apron lease offer of 6,889 square feet on the northeast corner of Norwood Airport's west apron.

Mr. Ryan asked Mr. Maguire if he sent a letter to BEH regarding the illegal flight operations. Mr. Maguire responded that the letter had been sent by email as well as hand delivered and there has been no response yet.

MEETING ADJOURNED: 1:07PM

On a motion by Mr. Shaughnessy and seconded by Mr. Odstrchel, the Commission voted 4/0 to adjourn to Executive Session.

**AIRPORT COMMISSION MEETING
EXECUTIVE SESSION
April 9, 2014**



Executive Session called to order: 1:15

Lot 5 CAP ramp is on the 1,100-foot strip and on the master lease and needs to go for a review. Forward to Flight Level the extension of the lease 2047, if they will explain the investment. The lease extension will then have to go thru MassDOT for review.

Lots 6 & 7: Capital project:

On a motion by Mr. Shaughnessy and seconded by Mr. Ryan, the Commission voted 4/0 to extend the lease to 2050 on the section outside of the 1,100-foot strip contingent on construction commencing no later than December 31, 2017.

On a motion by Mr. Odstrchel and seconded by Mr. Ryan the Commission voted 4/0 to end Executive Session and return to regular session for the purposes of adjournment.

Meeting adjourned: 1:24PM

AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
October 19, 2016

APPROVED
11/16/16

In Attendance:

Commissioners: Mark Ryan, Chairman; Kevin Shaughnessy, Martin Odstrchel, Michael Sheehan,
Leslie LeBlanc, Airport Manager, Russ Maguire.

Meeting Called to Order: 3:02 PM

PROJECTS

- AIP project update: Taxiway A relocation, environmental assessment, Jeff Adler, DuBois & King Update by Jeff Adler. Final EIR has been submitted. Final certification should be issued December 5th. Phase 1 is completed, and now moving into Phase 2, permitting of the project. Permitting takes about a year. Construction should be in the summer of 2018.
- Flight Level CAP project update, Peter Eichleay
Summary by Peter Eichleay. Erection crew is on site. Building should be complete in 6-8 weeks.



MINUTES

- September 14, 2016 regular business meeting
Mr. Sheehan and Mr. Odstrchel abstain from voting. On a motion by Mr. LeBlanc and seconded by Mr. Shaughnessy, the Commission voted 3/0 accept the Minutes with the changes outlined by Mr. Maguire.
- September 14, 2016 executive session meeting
Mr. Sheehan and Mr. Odstrchel abstain from voting. On a motion by Mr. Shaughnessy and seconded by Mr. LeBlanc, the Commission voted 3/0 accept the Minutes.
- July 13, 2016 regular business meeting
Mr. LeBlanc abstains from voting. On a motion by Mr. Sheehan and seconded by Mr. Odstrchel, the Commission voted 4/0 accept the Minutes as corrected changing the June 15th minutes changing the date on page three from 2014 to 2017.
- July 13, 2016 Executive Session
Mr. LeBlanc abstains from voting. On a motion by Mr. Sheehan and seconded by Mr. Shaughnessy, the Commission voted 4/0 to accept the Minutes.
- June 15, 2016 executive session meeting
Mr. LeBlanc abstains from voting. On a motion by Mr. Sheehan and seconded by Mr. Shaughnessy, the Commission voted 4/0 accept the table the acceptance of the minutes until after Executive Session.

AIRPORT MANAGER'S REPORT

- Mr. Maguire discussed the Airport Manager's Report including sealcoating, striping project and selling of old Army trucks.

On a motion by Mr. LeBlanc and seconded by Mr. Shaughnessy, the Commission voted 5/0 to approve the Airport Manager's report.

OLD BUSINESS

- **FAA Memorandum of Agreement**

Mr. Maguire updated the Commission on the combined memorandum of agreement from the FAA.

On a motion by Mr. Sheehan and seconded by Mr. LeBlanc, the Commission voted 5/0 to accept the Air Traffic Control Tower Land Site Memorandum of Agreement between the FAA and Town of Norwood.

NEW BUSINESS

- **Flight Level Leases: Lots 5, 6 and 7**

Flight Level is looking for lease extensions on Lot 6 which goes to 2026 and Lot 7 which goes to 2026. CAP is under the Boston Metropolitan Lease area, Lot 5. That lease goes to 2047. At that time the Town of Norwood will assume control of that lease. Peter Eichleay gave a presentation and is requesting a lease extension on Lots 6 and 7, as well as Lot 5 when the Boston Metropolitan Lease is up.

On a motion by Mr. Shaughnessy and seconded by Mr. LeBlanc, the Commission voted 5/0 to acknowledge receipt of Flight Level's notification in a letter dated October 13, 2016 from Boston Metropolitan Airport to extend the lease dated December 13, 1967 from December 13, 2027 through December 12, 2047, Parcel 2.

On a motion by Mr. Sheehan and Seconded by Mr. LeBlanc, the Commission voted 5/0 to approve Flight Level's lease extension for Lot 5 from 2047-2050 with the following conditions: Flight Level provides a personal guarantee or letter of credit, provide adequate spill insurance and provide a site plan which will include a fuel site plan stamped and licensed by an engineer or surveyor.

On a motion by Mr. Sheehan and Seconded by Mr. Shaughnessy, the Commission voted 5/0 to approve Flight Level's lease extension of Lots 6 and 7 from 2026 to 2050 with the following conditions: Flight Level provides a personal guarantee or letter of credit, provide adequate spill insurance and provide a site plan which will include a fuel site plan stamped by a licensed engineer or surveyor.

- **Norwood Record, Article**

Mr. Ryan discussed the newspaper article in the Norwood Record which addressed the issue of insurance coverage. The Town has multiple insurance carriers working on the lawsuit between BEH and Norwood Airport. The Town is not left hanging. The newspaper made it seem like a bigger issue than it in fact is. Many incorrect assumptions were made.

- **Letter from Henshaw July 8, 2016 to John Davis**

Discussion surrounding the letter from Henshaw dated July 8, 2016. There are two FBO's licensed. One has agreed to provide information requested by the NAC, and another has decided they don't want to provide the information. The letter is disingenuous. Mr. Shaughnessy would like check the town insurance requirements for Flight Level and BEH.

On a motion by Mr. Sheehan and seconded by Mr. Odstrchel, the Commission voted 5/0 to file the letter dated July 8, 2016.

On a motion by Mr. Sheehan and seconded by Mr. Shaughnessy, the Commission voted 5/0 to amend a Motion dated June 15th to provide a cutoff date of December 30, 2016, and to strike out "resolution of all legal matters."

- **Letter dated 10/11/16 from J. Nolan to NAC re: Request to Hunt**

Discussion regarding hunting on the Airport property. Need to be careful about permits from the State and Federal Government. Need to make sure hunters are not trespassing and are not hunting wildlife out of season.

On a motion by Mr. Sheehan and seconded by Mr. LeBlanc, the Commission voted 5/0 to approve Mr. Nolan's permit to hunt outside the fence during the season with the condition he supplies a means of lawful entry onto the airport property and whatever is requirement from the police chief.

CORRESPONDENCE

- **7/8/16 letter from E. Loeffler of Hinshaw & Culbertson, LLP to J. Davis of Pierce, Davis & Perritano, LLP, re: Boston Executive Helicopters (BEH)**
- **9/23/16 Notice of extension of time re: BEH v. Town of Norwood, Norwood Airport Commission**
- **10/5/16 letter from R. Maguire to M. Cofsky re: request to hunt**
- **10/11/16 letter from R. Maguire to A. Bishop, of Boston Air Charter, re: FY 17 commercial permit**
- **10/11/16 letter from J. Nolan to NC re: Hunting request**
- **FAA Memorandum of Agreement**
- **10/13/16 letter from M. Pendergast, of BMA, Inc. to M. Ryan, of NAC, re: notice of option to renew**
- **10/16/16 MassDOT grant application, SRE equipment**

- 10/16/16 MassDOT grant application, obstruction analysis, AGIS survey technical MPU
- 10/16/16 lease extension request Flight Level Norwood, LLC

On a motion by Mr. Sheehan and seconded by Mr. Ostrchel, the Commission voted by roll call to adjourn for the purpose of Executive Session to discuss the continuing legal issues between NAC and BEH. Discussion of those issues in open session would be detrimental to the NAC's litigation position.

Mr. Ryan: Yes

Mr. Sheehan: Yes

Mr. LeBlanc: Yes

Mr. Shaughnessy: Yes

Mr. Ostrchel: Yes

Adjourned for the purposes of Executive Session at 4:12 p.m.

The Commission returned to Open Session at 4:28 p.m.

On a motion by Mr. Shaughnessy and seconded by Mr. Ostrchel, the Commission voted 5/0 to adjourn the October 19, 2016 meeting.

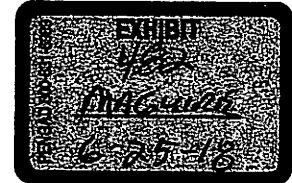
The minutes of the NAC will be published on the Town Website.

MEETING ADJOURNED: 4:28 PM

APPROVED

4/19/17

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
February 15, 2017**



In Attendance:

Commissioners: Mark Ryan, Chairman; Kevin Shaughnessy, Martin Odstrchel, Michael Sheehan; Airport Manager, Russ Maguire.

Meeting Called to Order: 3:02 PM

PROJECTS

- **AIP project update, environmental assessment of taxiway A relocation, Jeff Adler, Dubois & King**
Made some good progress. Working with DEP to work on storm water mitigation. Test pits were done, unfortunately they weren't suitable for infiltration systems that are needed. May put in porous pavement as an option. Current schedule is to do a draft of the notice of intent, which is a complete design package. A copy will go to Mr. Maguire, the FAA and MassDOT, with a submission to the Conservation Commission on March 1st for a March 15th meeting.
- **Flight Level CAP project update, Frank Gundle, Flight Level**
Construction update. The small section is completely enclosed. On the large section, the outside sheeting is done. In the next two to three weeks, hoping to hang the doors and get the roof done. The electrical has been phased in. The sprinkler materials have been delivered. Targeting March for occupancy. March or April for paving.

MINUTES

- **January 11, 2017 – Regular Business Meeting**

On a motion by Mr. Shaughnessy and seconded by Mr. Sheehan, the Commission voted 4/0 to table the acceptance of the minutes.

EXECUTIVE SESSION MINUTES

- **June 15, 2016**

On a motion by Mr. Sheehan and seconded by Mr. Shaughnessy, the Commission voted 4/0 to approve the minutes.

- **November 16, 2016**

On a motion by Mr. Sheehan and seconded by Mr. LeBlanc, the Commission voted 3/0 to table acceptance of the minutes.

- 
- December 14, 2016

On a motion by Mr. Sheehan and seconded by Mr. Odstrchel, the Commission voted 4/0 to approve the minutes.

- January 11, 2017

On a motion by Mr. Shaughnessy and seconded by Mr. Shaughnessy, the Commission voted 4/0 to table acceptance of the minutes.

AIRPORT MANAGER'S REPORT

Mr. Maguire would like to submit the report and let the written record stand.

There was discussion about snow removal. There is a shortfall. Mr. Maguire will send a letter requesting a reserve fund transfer. There is a website development for the Town. Mr. Maguire has been working on content for that.

Mr. Shaughnessy would like to wish Mr. Bishop good luck and thank him for all he has done for the Town.

On a motion by Mr. Odstrchel and seconded by Mr. Shaughnessy, the Commission voted 4/0 to accept the Airport Manager's report.

OLD BUSINESS

Lots 6 and 7 leases to sign for Flight Level. One of the requirements was a fueling plan. Peter Eichleay indicated they completed the fueling plan using Norwood Engineering. The guaranty agreement has been fully executed and insurance is fully in place. Copies are ready for execution. Nick Burlingham gave a presentation on the fueling plan.

On a motion by Mr. Sheehan and seconded by Mr. Odstrchel, the Commission voted 4/0 to have Attorney Moss and Mr. Maguire work with Flight Level to create an easement for Lot H.

On a motion by Mr. Sheehan and seconded by Mr. Odstrchel, the Commission voted 4/0 to approve the lease agreement for Flight Level.

Attorney Moss gave an update on the pending case in Federal Court of BEH vs. Town of Norwood, et al. Count 2 was dismissed.

CORRESPONDENCE

- Draft guaranty agreement between Peter Eichleay of Flight Level, and the Town of Norwood, acting through the Norwood Airport Commission
- 2/8/17 judgment, U.S. District Court: National Union Fire Insurance Company of Pittsburgh, PA v. Town of Norwood

- **2/7/17 packet to FAA Office of Chief Counsel, by Norwood Town Counsel, in support of Part 16 complaint: Boston Executive Helicopters v Town of Norwood**

Mr. Sheehan and Mr. Donovan discuss the above letter.

Mr. Ryan requested that the Commission adjourn for Purpose 3 for Executive Session to discuss strategy with respect to litigation, if in open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission in their litigation with Boston Executive Helicopters. Discussion in open session would be detrimental to NAC's position.

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Mr. Ryan: Yes

Mr. Shaughnessy: Yes

Mr. Odstrchel: Yes

Mr. Sheehan: Yes

Adjourned for the purposes for Executive Session at 3:47 p.m.

The Commission returned to Open Session at 4:15 p.m.

On a motion by Mr. Shaughnessy and seconded by Mr. Sheehan, the Commission voted 4/0 to adjourn the meeting.

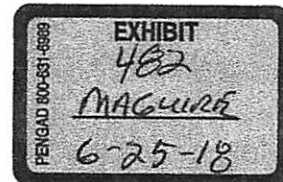
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4/19/17

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REGULAR BUSINESS MEETING
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Mr. Ryan: Yes

Mr. Shaughnessy: Yes

Mr. Odstachel: Yes

Mr. Sheehan: Yes

Adjourned for the purposes for Executive Session at 3:47 p.m.

The Commission returned to Open Session at 4:15 p.m.

On a motion by Mr. Shaughnessy and seconded by Mr. Sheehan, the Commission voted 4/0 to adjourn the meeting.

The minutes of the NAC will be published on the Town Website.

MEETING ADJOURNED: 4:15 PM



**FLN ENTITIES (formerly EAC)
NORWOOD AIRPORT LEASES
As of November 1, 2009**

S&T Realty Trust

1. Premises: Revised Lot 6 and Lot 7 (south end)

Parties: FlightLevel Norwood, LLC ("FLN"), successor Trustee of S&T Realty Trust of Norwood ("S & T") is lessee; the Town of Norwood, acting through its Norwood Airport Commission (the "Town"), is lessor.

Description of Lease: Amended and Restated Lease dated January 1, 2001; amended by First Amendment to Amended and Restated Lease dated September 30, 2006.

Term: Through October 31, 2026.

Rights/Options re: Extensions: Lessee has the right by written notice given no later than November 1, 2024, to initiate negotiations with Lessor concerning a further extension of this Lease for a period corresponding to Lessee's occupancy of any other premises at the Norwood Airport. If Lessee notifies Lessor, Lessor and Lessee shall be obligated, for a period not to exceed one (1) year from notice, to engage in good faith negotiations with respect to a further extension.

2. Premises: "Overleased Lot", (excluding Hangar 8)

Parties: S&T is sublessee (by virtue of an Assignment and Assumption of Overleased Lot Sublease, dated as of the 16th day of August, 1999); Boston Metropolitan Airport, Inc. ("BMA") is sublessor.

Description of Lease: Amendment and Restatement of Lease Agreement (Overleased Lot), dated as of the 19th day of July, 1986, as amended by an Amendment to Leases dated May 14, 2000, and an agreement to extend the term dated July 22, 2004.

Term: Through July 19, 2026 (per recorded Notice[s] of Lease).

EAC Realty Trust

3. Premises: Lots W, X and Y (north end)

Parties: FLN, as Trustee of EAC Realty Trust, is lessee; the Town is lessor (BMA signed original lease as Town's agent, but is no longer acting as agent).

Description of Lease: Lease dated November 16, 1988 and Agreement dated November 16, 1988; amended June 30, 1993 (modifying description of premises) and February 15, 1994 (re: sale of building); amended by Lease Extension Agreement dated December 19, 2005.

Term: Through November 30, 2028.

4. Premises: Lot Z

Parties: FLN, as Trustee of EAC Realty Trust, is sublessee; BMA is sublessor.

Description of Lease: Sublease dated November 16, 1988 and Agreement dated November 16, 1988; amended June 30, 1993 (modifying description of premises).

Term: December 1, 2028, Extension options through December 1, 2047

Rights/Options re: Extensions: Sublessee has right to extend for an additional 19 years by notice not earlier than December 1, 2026 and not later than October 1, 2027. *Notice re: first extension sent August 7, 2007.*

EAC Realty Trust II

5. Premises: Lot G Hanger

Parties: FLN, as Trustee of EAC Realty Trust II is sublessee (by virtue of an Assignment of Sublease dated January 23, 1996); BMA is sublessor.

Description of Lease: Sublease dated November 9, 1977, as amended by amendments dated May, 1981 and January 1, 1987, and Estoppel Certificate / Clarification Agreement dated January 24, 1996.

Term: Through April 30, 2038 (three 15 year options all are confirmed as exercised).

EAC Realty Trust IV (effective date of March 1, 2007)

6. Premises: Fuel farm

Description of Lease: Sublease dated July 17, 1987, as amended by an Agreement dated December 15, 1988, and an Amendment to Leases dated May 14, 2000 ("the "1987 Fuel Farm Sublease").

Parties: FLN, Trustee of EAC Realty Trust IV, is sublessee (by virtue of an Assignment of Sublease dated as of December 15, 1988 to EAC, and a further Assignment of Sublease dated March 1, 2007); BMA is sublessor

Term: second extension expires April 30, 2023; third extension expires April 30, 2038.

Rights/Options re: Extensions: Second self-exercising extension is effective. Third self-exercising extension is subject to sublessee's right to terminate by written notice given at least 6 months prior to second extension termination date (*i.e.*, October 31, 2022).

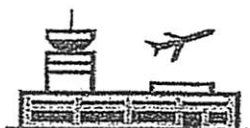
FlightLevel Norwood, LLC (effective date of November 1, 2009)

7. Premises: Ramps A, B & C (also known as lots 8, 9 & 10)

Description of Lease: Lease dated October 30, 2009.

Parties: FLN is lessee; Town is lessor.

Term: Through October 31, 2014.



PAID
103 2-13-08

EXHIBIT 207
EIGHTH DAY
3-28-18

Norwood Memorial Airport

2007-2008 Commercial Permit Application

The Norwood Airport Commission (NAC) issues permits for aeronautical operations under six categories, depending on the type of services offered. The applicant must identify each service within a category for which a permit is requested. The permit will identify specific services allowed. A full-service, fixed-base operator's permit will be issued only to those companies that offer to supply the full spectrum of services in categories II, III and IV.

Check (✓) the applicable categories:

- I. Full-service, fixed-base operator ✓
- II. Flight Operations, including: [Office space area ____ Sq. Ft.]
() Passenger charter (FAR Part 135)
() Freight charter
- III. Flight Operations, including: [Office space area ____ Sq. Ft.]
() Flight instruction
() Aircraft rental
() Flying club
() Sightseeing flights
() Aircraft sales or exchange
- IV. Ground Operations, including: [Office space area ^{19,000} ____ Sq. Ft.]
(✓) Hangar space rental [Hangar space area ^{2,000} ____ Sq. Ft.]
(✓) Aircraft and avionics maintenance
(✓) Line services
(✓) Aircraft cleaning
- IV. Fuel Storage and Dispensing ✓ [Office space area 2,000 Sq. Ft.] 2 Jet A 12,000 gal
2 100LL 12,000 gal
- VI. Unique Services, including: [Office space area ____ Sq. Ft.]
() Aerial photography
() Aerial advertising
() Aerial survey
(✓) Other services Tie down, catering, arranging, deicing, conference room;
car rental, office rent
- Company Name: Flightlevel Norwood LLC
Address: 125 Access Rd., Norwood, MA 02062

Check One: Corporation Partnership Proprietorship ☒ LLC Other

Company Telephone:

781-769-8680, 703-282-7853

Company Officers:

Peter Eichleay

Name/Address of each person holding more than 10% interest in this company:

Brian Kessap care of Kessap Investments

3635 Old Lane Rd., Suite 309, Pikesville, Md 21208

Morris Helman, 7100 Rutherford Rd, Baltimore, Md 21244

Marisa Tepis, Tepis Travel, 244 Perimeter Center Pkwy, Suite 280
Atlanta, GA 30346

Parent Company (if any):

None

List days and hours of operations: Days 7 days/week Hours: 6am - 9pm

Type and number of equipment:

Fixed wing, single-engine: _____

Rotary wing: _____

Fixed wing, twin: _____

Other: _____

Hangar and/or tie-down spaces:

9/45 ^{spaces in hangar} Hangar(s)

Where? North end & South end

~ 100 Space(s)

Where? " "

Will you have spaces available to rent to others?

☒ Yes

☐ No

All applicants must comply with the Norwood Airport Regulations/Minimum Standards, and show evidence of the appropriate FAA licenses and certificates required to provide services. An insurance policy, identifying the Town of Norwood, the Norwood Airport Commission, the Airport Manager and Assistant Manager as additionally insured should accompany the application. No commercial operations are allowed without authorization from the NAC. All operators are required to renew the permit by July 1st of each year. The \$30 permit fee must accompany the application.

FB

II - "O" FLN does not operate IAW FAA Part 135

III - Office Sq Foot (*) Services offered by tenants of FL N

IV - Ground Operations

Office Space	19,000 Sq Ft
Hangar Space	89,225 Sq Ft

V - Fuel Storage

	Office 200 SF
	48,000 Gallons (4 Tanks)

VI Unique

Car Rental
Arrival/Departure Terminal
Aircraft Management (Future)
CPAOD Runway

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: Town of Norwood, Norwood Airport Commission, the Airport
Manager and Assistant Manager, 125 Access Road, Norwood,
Memorial Airport, Norwood, MA 02062

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
FlightLevel Norwood, LLC
125 Access Road, Norwood, MA 02062

POLICY NO. NAF3045451
POLICY PERIOD FROM: November 26, 2007 TO: November 26, 2008
INSURANCE COMPANY: XL Specialty Insurance Company

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:

General Aggregate Limit	\$20,000,000.00
(Other than Products-Completed Operations)	
Products-Completed Operations Aggregate Limit	\$10,000,000.00
Personal Injury & Advertising Injury Aggregate Limit	\$ 1,000,000.00
Personal Injury & Advertising Injury Occurrence Limit	\$ 1,000,000.00
Each Occurrence Limit*	\$10,000,000.00
Fire Damage Limit (Any One Fire)	\$ 50,000.00
Medical Expense Limit	\$ 1,000.00
Each Occurrence Limit	\$ 10,000.00
Hangarkeepers' Each Loss Limit	\$ 2,000,000.00
Hangarkeepers' Each Aircraft Limit	\$ 2,000,000.00
Hangarkeepers' Deductible	\$ 10,000.00 per aircraft/\$20,000.00 as respects jet and turbine powered aircraft

* Property Damage Deductible - \$10,000.00 per claim/\$20,000.00 as respects jet and turbine powered aircraft

As respects the above Certificate Holder:

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization,
but only with respect to liability arising out of the Named Insured's aviation operations.

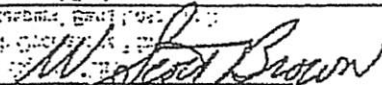
Subject to Y2K Endorsement

Information contained herein valid January 10, 2008

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the
policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect
to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is
subject to all the terms, exclusions and conditions of such policies.

Should any of the above described policy(ies) be canceled before the expiration date hereof, the issuing company will
endeavor to give 30 days* notice to the certificate holder named herein. However, failure to mail such notice shall not
impose any obligation nor any liability of any kind upon the company, its representatives or agents.

*10 days for non-payment

By: 
W. Brown & Associates
Insurance Services

Date of Issue: January 9, 2008

Cert No.: 3 reissued

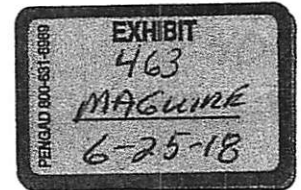


FLIGHTLEVEL AVIATION

PHONE: 781.769.8680
FAX: 781.769.7180
www.flightlevelaviation.com

January 22nd, 2014

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



Re: FlightLevel Lease Extension Request

Dear Mr. Chairman and NAC Members:

As you know, FlightLevel Norwood (FLN) is planning some ambitious and exciting capital investment projects at OWD. While our immediate and most pressing focus is surrounding the CAP Ramp Rejuvenation and Hangar Complex Construction Project, I've provided below a Matrix which highlights details of our major plans looking over a 5-year time horizon:

Project Description	Approximate Date Span	Approximate Investment \$ Amount	Status
Terminal Renovation, Hangar Heat Oil-to-Gas Conversion, Hangar Roof Repair/Replacement, Refinishing of Maintenance Hangar Floor, Y2K Hangar Door Replacement, Various Crack Seal	2012-2014	\$350,000	80% Complete
CAP Ramp Rejuvenation and 19,000 sqft Multi-Unit Hangar Complex Construction	2014-2015	\$2,250,000	Conditional Financing Approved (Pending Sufficient Leasehold Amortization Term), Hangar Tenants Conditionally Subscribed
Y2K Hangar Extension Project to add approximately 10,000 sqft and Increase Northside Door Height	2016-2017	\$800,000	Tentatively Planned
18,000 sqft Box Hangar Construction, T-bay Demolition	2018-2019	\$2,600,000	Tentatively Planned
Grand Total		\$6,000,000	

Needless to say, we hope this demonstrates our long-term commitment to the airport and to positioning ourselves for capturing and attracting future growth in the General and Business Aviation markets - to the benefit of us all.

Along those lines, we're pleased to report that we've already subscribed deals with multiple new turbine tenants for the multi-unit CAP Hangar which have arrangements for maintenance and fuel business bundled into them as well. It is our goal, with your help, to break ground on the CAP project this Spring and open the doors for occupancy this Fall.

125 Access Road
Norwood, MA 02062
www.flightlevelaviation.com

In light of the sizeable investment this project encompasses, in addition to the lengthy amortization period that's required for a return on the investment and positive cashflow, we are respectfully requesting extensions of our existing Southside Leases out to 2050 for 35 years total term from the project completion date. The leaseholds included in this category are the following:

1. Lot 5 (BMA), expires 2026 (approx. 12 years remaining)
2. Lots 6 and 7, expire 2026 (approx. 12 years remaining)
3. Lots A, B, C (aka A, B, C), expires 2014 (approx. 9 months remaining)

Regarding Lot 5, we've already approached BMA and they have agreed to work with us on an extension to the extent permissible under the Town-BMA agreement. To better illustrate the need for the requested term, I've attached the business plan which has guided this investment decision internally and includes projected detailed cash flows per the terms we've been able to negotiate with our financiers (see attached).

For what it's worth, I'd also like to humbly volunteer that such a lease term is, in our experience, customary for the size of investment that's being made. At our other FBO locations, where we've made similar investments, we were afforded terms similar to what we're requesting here and by the same logic (i.e. length of term commensurate with investment size). I would be more than happy to share those leases with the commission if they would like to have a look for the sake of comparison.

Finally, I truly believe that this is a win-win scenario for both the town and FlightLevel in that it:

1. Secures long term dependable revenue for the Town
2. Secures additional business for the airport and FlightLevel
3. Secures sufficient investment security for us and our financiers.

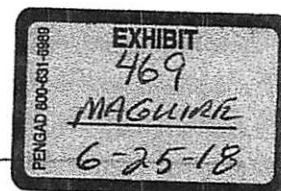
As always, please let me know if you all have any question, comments or concerns and we really look forward to working with you moving forward. We will accommodate whatever date and time works for the NAC to meet on this.

Sincerely and Respectfully,



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

Subject: Re: Request for space, lease hold of Lots A,B,C at Norwood Airport (Boston Executive Helicopters)
From: Russ Maguire <rmauire@norwoodma.gov>
Date: Thu, Mar 13, 2014 8:53 am
To: chris@bostonexecutivehelicopters.com
Cc: Josh Fox <jfox@rrf-law.com>, "Brandon H. Moss" <bmoss@mhtl.com>



Chris,

This message has been received, and the Norwood Airport Commission is being made aware of your interest.
Russ

From: chris@bostonexecutivehelicopters.com
To: "Josh Fox" <jfox@rrf-law.com>, "Brandon H. Moss" <bmoss@mhtl.com>
Cc: "Maguire Russ" <rmauire@norwoodma.gov>
Sent: Wednesday, March 12, 2014 3:37:57 PM
Subject: RE: FW: Request for space, lease hold of Lots A,B,C at Norwood Airport

Russ,

Please see the below comments from Joshua.

With regards,
Christopher

----- Original Message -----

Subject: FW: Request for space, lease hold of Lots A,B,C at Norwood Airport

From: Josh Fox <jfox@rrf-law.com>
Date: Wed, March 12, 2014 2:56 pm
To: "Brandon H. Moss" <bmoss@mhtl.com>
Cc: "chris@bostonexecutivehelicopters.com"
<chris@bostonexecutivehelicopters.com>

Brandon,

Please see Chris' below reiteration of BEH's ongoing request for ramp/apron space at Norwood Airport. Chris also makes specific reference to Lots A, B and C since the leasehold related thereto is due to expire this year. This request is in addition to, not in lieu of, BEH's requests related to the west ramp.

Thank you.

Josh

From: Christopher Donovan [<mailto:christopherdonovan1@gmail.com>]
Sent: Wednesday, March 12, 2014 1:11 PM
To: Russ Maguire, A.A.E. ,ACE
Cc: Josh Fox; David Bennett
Subject: Request for space, lease hold of Lots A,B,C at Norwood Airport

Russ,

Since 2010 I have requested access to land and space available here at Norwood Airport. In accordance with that open request I make a request for

As this lease is coming due in October of 2014 I would like to discuss BEH leasing this property. I would also once again continue my open request for any available property, land or leasehold at Norwood Airport.

I am available to clarify this request or answer any questions. Please also inform the Members of the Norwood Airport Commission.

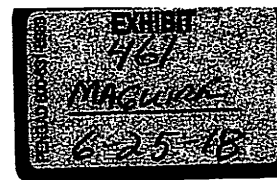
With regards,
Christopher

--
Christopher R. Donovan
President, Boston Executive Helicopters
781-603-6186
www.Bostonexecutivehelicopters.com

Boston executive Helicopters will beat any legitimate estimate when the estimate is in a Turbine powered helicopter in an executive configuration. We want your business. Bring us your quotes. All quotes are subject to change based on known or unknown conditions. All flights are subject to cancellation for weather, maintenance or Temporary Flight Restrictions (TFR) which may be in effect with short notice. All flights conducted in VFR weather conditions. All flight times, departure times and arrival times can vary due to WX, ATC and/or other factors beyond our control. The Pilot in command is the ultimate authority regarding all flight operations, routes, etc. All flights must be paid in advance unless credit terms are arranged & approved by Boston Executive helicopters. BEH assumes no responsibility for consequential damages caused by delays.

--
Russ Maguire, Manager
Norwood Memorial Airport

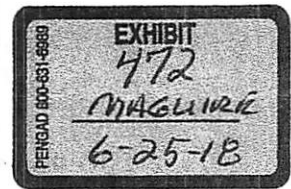
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NORWOOD AIRPORT LAND LEASE LOTS

	<u>Lessee</u>	<u>Start Date</u>
* Lots W,X,Y	<i>Flight Level</i>	1988
* Lot 6	<i>Flight Level</i>	2001
* Lot 7	<i>Flight Level</i>	2001
* Lots A,B,C	<i>Flight Level</i>	2009
DC-3 Apron	<i>Papa Whisky 1</i>	2013

* Leases that were in place prior to Boston Executive Helicopters



Norwood Memorial Airport
Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS
125 Access Road
Norwood, MA 02062

MAILING ADDRESS
125 Access Road
Norwood, MA 02062

April 15, 2014

Flight Level Aviation

Attn: Peter Eichleay, President
125 Access Road
Norwood, MA 02062

RE: Letter of Intent: Lots A,B,C; Lot 5; Lots 6,7;

Dear Peter:

In a meeting held April 9th, the Norwood Airport Commission (NAC) discussed your January 22, 2014 letter (*copy attached*) and March 5, 2014 e-mail (*copy attached*), requesting from the board a letter of intent to negotiate an extension of the following leases:

1. Lots A,B,C
2. Lot 5
3. Lots 6,7

As a result, the NAC voted on the following:

Lots A,B,C

The NAC voted to offer *Flight Level* an additional five-year lease for Lots A,B,C. The current lease expires on October 31, 2014

Lot 5

As you know, Lot 5 is sited on the 80-year lease between the Town of Norwood and *Boston Metropolitan Airport (BMA), Inc.* In turn, BMA has sub-let Lot 5 to *Flight Level*. Per the Town of Norwood/BMA prime lease (*attached*), page two, section (b) of the prime lease cites the following:

"The subleases of said parcel or portions thereof shall be reviewed prior to their execution by the Massachusetts Aeronautics Commission and the Federal Aviation Administration, or the successor agencies, and approved, in writing, by the Norwood Airport Commission..."

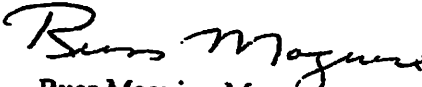
Therefore, while the NAC is receptive to approving a sub-lease extension of Lot 5 to the year 2047, this approval must be preceded by a satisfactory review of this sub-lease extension by the Federal Aviation Administration and the Massachusetts Department of Transportation (Aeronautics Division), per conditions set forth in the prime lease between the Town of Norwood and *BMA, Inc.*

Lots 6,7

The NAC is receptive to extending the Lots 6,7 lease to 2050 conditional on *Flight Level* at least commencing construction of the Civil Air Patrol (CAP) apron hangar complex no later than December 31, 2017.

Please feel free to contact me should you have any questions. Thank you.

Sincerely,


Russ Maguire, Manager
Norwood Memorial Airport

CC: *Norwood Airport Commission, Norwood Town Counsel*

Attachments:

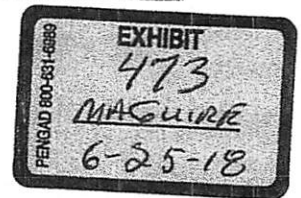
Tab A January 22, 2014 letter from *Flight Level* to the Norwood Airport Commission (amortization plan not included)

Tab B 3/5/14 e-mail from P. Eichleay, of *Flight Level*, to R. Maguire

Tab C 1967 lease. Town of Norwood/*BMA, Inc.*

13

From: chris@bostonexecutivehelicopters.com
To: "Maguire Russ" <rmaguire@norwoodma.gov>
Sent: Saturday, May 3, 2014 1:17:12 PM
Subject: Norwood Airport Lots A,B,C



Dear Russ,

As you are aware we have been requesting space at the Norwood Airport since 2010. Lots A,B,C have been leased by the Commission to Flight Level and the Lease is set to expire I believe in October of this year (2014).

At the last Norwood Airport Commission meeting Mr. Mark Ryan and Mr. Kevin Shaughnessy made it clear they would be giving preferential treatment to Flight Level who as you know is currently leasing approximately 600,000 Square Feet of space at the Airport. They also indicated that although the lease was not yet up that they had leased the parcel again to Flight Level.

Could you please tell me the following:

1. Has the lease for Lot's A,B,C been re leased to Flight Level?
2. If the Lease has been re leased what are the terms and conditions of the new lease? Could I obtain a copy of the new lease please.
3. Will Flight Level be given preference for all leases and operations at Norwood Airport by the Norwood Airport Commission as they have stated in the public meetings?

Thank you,

Christopher

Christopher R. Donovan
President
Boston Executive Helicopters
781-603-6186
www.Bostonexecutivehelicopters.com

From: Russ Maguire <rmaguire@norwoodma.gov> (Online Exchange, Read-only)
Date: Mon, May 05, 2014 10:12 am
To: chris@bostonexecutivehelicopters.com

Chris,
Regarding your questions:

1. No
2. N/A
3. I don't recall the Norwood Airport Commission ever stating this.

----- Original Message -----

Subject: Re: Norwood Airport Lots A,B,C, (Question #1)
From: Russ Maguire <rmaquire@norwoodma.gov>
Date: Mon, May 05, 2014 2:53 pm
To: chris@bostonexecutivehelicopters.com

Chris,

Regarding question #1, the Norwood Airport Commission (NAC) has advised me to pass along that, as far as the NAC members are concerned, Lots A,B,C are under lease for the next five years.

Russ

From: chris@bostonexecutivehelicopters.com
To: "Russ Maguire" <rmaquire@norwoodma.gov>
Cc: "Joshua Fox" <JFox@rrf-law.com>, "David Bennett" <dbennett@dlbaviation.com>, Selectmen@norwood.gov
Sent: Monday, May 5, 2014 3:40:20 PM
Subject: RE: Norwood Airport Lots A,B,C, (Question #1)

Russ,

I am confused. This morning you said the lease was not renewed for Lots A,B,C at Norwood Airport? At the last NAC meeting Mr. Ryan and Mr. Shaughnessy intimated the lease was renewed with Flight Level although I was clearly asking for a chance to lease property to conduct business at the Airport. I pasted your email from this morning in this email.

Could you please provide me a copy of the renewed lease for Lot's A,B,C at Norwood Airport. Is there a renewed lease or "as far as they are concerned" they will not lease the Lot's to BEH? Could you please tell me what members of the NAC stated "as far as they (NAC members) are concerned" the lease is not available? Has a new lease been executed although the current lease has not expired?

I would again ask for a copy of the recording of the last NAC meeting so I can understand this confusing and contradictory situation.

Thank you,
Christopher

Christopher R. Donovan
President
Boston Executive Helicopters
781-603-6186
www.Bostonexecutivehelicopters.com

----- Original Message -----
Subject: Re: Norwood Airport Lots A,B,C, (Question #1)
From: Russ Maguire <rmaquire@norwoodma.gov>
Date: Wed, May 07, 2014 12:18 pm
To: chris@bostonexecutivehelicopters.com
Cc: Joshua Fox <jfox@rrf-law.com>, David Bennett
<dbennett@dlhaviation.com>, Selectmen@norwood.gov

Good afternoon Chris,

Question #1 of your May 3rd e-mail was as follows:

"Has the lease for Lot's A,B,C been re leased to *Flight Level*?" To this, I answered: "No."
The lease between the Norwood Airport Commission (NAC) and *Flight Level* has
not yet been written, reviewed by Norwood Town Counsel, and executed by the NAC.

However, at its March 12th meeting--at the request of *Flight Level*--the NAC did vote to approve
an additional five-year lease to *Flight Level* for lots A,B,C. According to NAC Chairman, Tom
Wynne, and to help provide clarity: For all intents and purposes, lots A,B,C has been re-leased
to *Flight Level*. We'll be happy to make available to *Boston Executive Helicopters* a copy of this
lease once it's been executed by all parties.

As for the recording of the April 9th meeting, I'm not presently the custodian of that record.

Sorry for any confusion.



FLIGHTLEVEL
AVIATION

PHONE: 781.769.8680
FAX: 781.769.7180
www.flightlevelaviation.com

October 24th, 2014

Mr. Christopher Willenborg - Administrator
MassDOT - Aeronautics Division
Logan Office Center
One Harborside Drive, East Boston, MA 02128-2909



cc: Mr. Russ Maguire, Norwood Airport Manager

Re: MassDOT Approval on Extension of FlightLevel Leases

Dear Mr. Willenborg:

By way of introduction, my name is Peter Eichleay and I am the President of FlightLevel Aviation at the Norwood Memorial Airport (I'm pretty sure we've met before so please excuse my formality if that is the case). As you may or may not know, FlightLevel is in the final planning stages of constructing a 19,000 sqft Multi-Unit Hangar Complex on our leasehold known as the CAP Ramp which formally comprises all of lot 5, and parts of lots 6 and 7 at the Airport. The total project cost is estimated to be in the vicinity of \$2,250,000.

In consideration of the sizeable investment this project encompasses, in addition to the lengthy amortization period that's required for a return on investment and positive cashflow, the Norwood Airport Commission (NAC) and Boston Metropolitan Airport have indicated that they are willing to extend our leases on those lots out 35 years (to approximately 2050/2051 depending on the commencement of construction) subject to MassDOT's approval and the FAA's, which we already have. I've attached to this letter the letter from the NAC indicating as much, which, also includes attachments showing FlightLevel's internal cashflow/ROI analysis (effectively the business plan) justifying the requested term, and additional detail covering the project and our existing leasehold term.

Norwood Airport Manager, Russ Maguire (cc'd), suggested I reach out to you by letter to seek that MassDOT approval. While we don't plan on physically starting the project until this coming Spring, our materials suppliers are now requiring significant deposits to secure our construction start date. In light of that, I am humbly and respectfully requesting your approval such that we can achieve that goal of keeping on track (I believe a letter or email would suffice). If there's anything I can do to help that along, please don't hesitate to let me know. I'm always available via cell: 703.282.7853 and email: Peter@FlightLevelAviation.com and should be able to provide anything you may need concerning the project, our Company and the airport on short order.

All the best and thank you for your time and attention. I look forward to hearing from you.


Peter Eichleay

125 Access Road
Norwood MA 02062

*** F L I G H T L E V E L A V I A T I O N ***

Mike DeLaria



From: Russ Maguire <rmaguire@norwoodma.gov>
Sent: Thursday, November 13, 2014 1:07 PM
To: Peter Eichleay
Cc: Mike DeLaria
Subject: 10/24/14 Letter to MassDOT re: Approval on Extension of Flight Level Lease
Attachments: scan0172.pdf

Good afternoon Peter,

I received a phone call this morning from MassDOT's Chris Willenborg, regarding your letter (attached). Chris was questioning paragraph two, which states that Flight Level has already received approval from FAA. Chris recently spoke with FAA, and, according to FAA, there's been no approval from their agency to date. This may be a misunderstanding, or simply, a miscommunication. But I wanted you to know this.

Russ

—
Russ Maguire, Manager
Norwood Memorial Airport

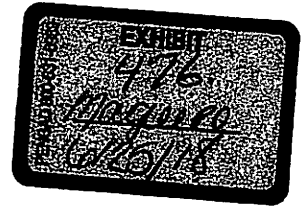


U.S. Department
of Transportation
Federal Aviation
Administration

New England Region
Office of the Regional Administrator

12 New England Executive Park
Burlington, MA 01803

MAR 19 2015



Mr. Peter Eichleay
President
FlightLevel Aviation
125 Access Road
Norwood, MA 02062

Dear Mr. Eichleay:

Thank you for your correspondence dated February 20, 2015, to the Federal Aviation Administration (FAA) New England Region concerning Norwood Memorial Airport.

As you are well aware, there is an FAA Part 13 Informal Investigation currently underway with the Town of Norwood concerning whether it is in compliance with its federal obligations. This includes Grant Assurance 22, *Economic Nondiscrimination*, Grant Assurance 23, *Exclusive Rights*, and Grant Assurance 24, *Fee and Rental Structure*.

Additionally, a Part 16 Formal Investigation was recently filed against the Town.

Consequently, the FAA is unable to provide any further information to you until these investigations are complete with the airport sponsor.

Thank you again for your correspondence.

Sincerely,


Amy L. Corbett
Regional Administrator



FLIGHTLEVEL
A V I A T I O N



March 27, 2015
Norwood Airport Commission (NAC)
125 Access Road
Norwood, MA 02062

Re: FlightLevel CAP Hangar Project and Lease Extension Request

Dear Mr. Chairman and NAC Members:

As you know, FlightLevel Norwood (FLN) has been planning an ambitious CAP Ramp Rejuvenation and Hangar Complex Construction Project for nearly 2 years with construction slated to begin this summer. As you may recall, FLN requested a 22-year lease extension on lots 5, 6, and 7 back in January of last year to provide the 35 year term necessary to amortize the near \$2.5 million investment this project will require. The NAC responded with a letter representing that it was amenable to granting such extensions pending input from the FAA and MassDOT (that correspondence is attached). Unfortunately, just this week, we received a letter from the FAA (also attached) stating that due to the recent Part 13 and 16 complaints filed against the Town, they are "unable to provide any further information until these investigations are complete with the airport sponsor." This puts us in a serious predicament.

If we are not able to proceed with the project during this year's building season, we will lose the funding for the project and, with that, the tenants we have subscribed to lease the property once the project is complete. Obviously, this would mean losing out on business growth for the airport and additional revenue to the town. The NAC recently granted a similar extension to another airport business in 2013.

Needless to say, we are ready to start and have in fact already spent over \$20,000 in preliminary site and design work, but cannot in good conscience continue spending money without knowing that we will be afforded the term necessary to capitalize the improvement.

We sincerely believe this project is in the best interests of the Airport and Town. Any help or guidance the NAC can provide would be greatly appreciated.

Thanks as always.

Peter Eichleay
FLIGHTLEVEL Aviation - President

W: 781-769-8680 ext. 128

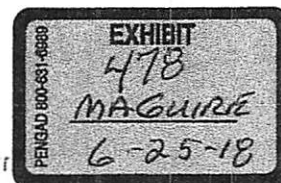
E: peter@flightlevelaviation.com

F: 781.769.7180

FLIGHTLEVEL AVIATION
125 ACCESS ROAD
NORWOOD, MA 02062
781-769-8680 FAX 781-769-7180



Commonwealth of Massachusetts



Norwood Memorial Airport
Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS
125 Access Road
Norwood, MA 02062

MAILING ADDRESS
125 Access Road
Norwood, MA 02062

BY FED EX

April 28, 2015

Federal Aviation Administration
Attn: Todd Friedenberg, New England Regional Executive Manager
12 New England Executive Park
Burlington, MA 01803

Dear Mr. Friedenberg:

The Norwood Airport Commission (NAC) has directed that I contact you. At a recent NAC meeting, the airport's fixed-base operator, *Flight Level Norwood* (FLN), asked for the Airport Commission's support following a recent letter from your office (*Attachment A*).

Of particular note in your March 19, 2015 letter was the final paragraph in which you stated that the FAA would take no action on an earlier request by FLN to review a sub-lease extension request. Specific to your letter, you noted both a Part 13 and a Part 16 investigation now underway with the Town of Norwood. These apparently formed the basis of your agency's position not to act on FLN's request.

FAA's position, in turn, has created no small measure of anxiety for FLN. In a March 27, 2015 letter to the NAC (*Attachment B*), Mr. Eichleay states:

(FLN) has been planning an ambitious CAP Ramp Rejuvenation and Hangar Complex Construction Project for nearly 2 years with construction slated to begin this summer. As you may recall, FLN requested a 22-year lease extension on lots 5, 6 and 7 back in January of last year to provide the 35 year term necessary to amortize the near \$2.5 million investment this project will require...Unfortunately, just this week, we received a letter from the FAA...stating that due to the recent Part 13 and 16 complaints filed against the Town, they are 'unable to provide any further information until these investigations are complete with the airport sponsor.' This puts us in a serious predicament.

As Mr. Eichleay also makes clear in his letter, if the CAP ramp and hangar project are not allowed to move forward, funding will be lost. Additionally, FLN has "already spent over \$20,000 in preliminary site and design work, but cannot in good conscience continue spending money without knowing that we will be afforded the term necessary to capitalize improvement."

Attachment C is Mr. Eichleay's October 24, 2014 letter to Massachusetts Department of Transportation (MassDOT), which was copied to FAA.¹ In this correspondence, FLN requested a review of their sub-lease extension request—i.e., adding 22 years to its remaining years, thus totaling 35 years—on a parcel of land, known as lot 5. Lot 5 is situated on a larger parcel, which has been under lease by the Town of Norwood to *Boston Metropolitan Airport, Inc. (BMA)* since 1967. The Town of Norwood/BMA master lease is included in Attachment E.

FLN's request for a review of their sub-lease extension is consistent with a requirement of the 1967 master lease. Specifically, page 2, section (b) of the prime lease, states:

The sublease of said parcel or portions thereof shall be reviewed by the Massachusetts Aeronautics Commission (now MassDOT) and the Federal Aviation Administration, or the successor agencies, and approved, in writing, by the Norwood Airport Commission...

The impetus for this request for review was a January 22, 2014 letter (*Attachment F*) sent by Mr. Eichleay to the NAC. Page 2 of Mr. Eichleay's correspondence provides his company's overarching argument, as well as some of the details needed to justify such a request for a sub-lease extension on lot 5. Several months later, on March 5, 2014 (*Attachment G*) Mr. Eichleay followed this up, requesting from the NAC a letter of intent to extend the aforementioned FLN leases and sub-leases noted in Attachment F (e.g., lot 5; lots 6 and 7; and lots A,B,C).

In an April 15, 2014 letter to Mr. Eichleay, specific to lot 5 (*Attachment H*), I conveyed the NAC's wish that approval of the sub-lease extension be predicated by a satisfactory FAA/MassDOT review; this, per the conditions set forth in the Town of Norwood/BMA prime lease.

FAA's position, as stated in your March 19th letter to FLN, indicates that no review will take place by your agency until a Part 13 and Part 16 investigation have been completed. Per Mr. Eichleay's March 27th letter, this position by FAA doesn't account for the time-sensitivity of FLN's financing, nor does it account for the investment already made. The two investigations in question (Part 13, Part 16) may well take months to complete; this being a much longer time period than FLN can afford to wait, especially since FLN has endured a six-month wait already.

In addition, an indefinite wait that could financially harm FLN and its investors has other, perhaps equally grave consequences for the airport sponsor. To be specific: For many years now, the NAC has pressured both FLN and its predecessor, Eastern Air Center (EAC), to address the CAP apron's safety issues. In fact, on February 13, 2006, I sent a letter to Bahig Bishay, EAC's Executive Manager (*Attachment I*) following an inspection of the Norwood Airport by the Massachusetts Aeronautics Commission (MAC). In Attachment J, MAC Inspector, Richard Bunker, notes the alligator cracking on the CAP apron, which he says has "gotten to a point of being a hazard to aircraft utilizing (this) area."

¹ FLN has received a favorable FAA airspace study review (*Attachment D*) already for geo-technical work.

So for the past nine years, at least, the airport sponsor has been communicating to FLN, successor to EAC, the need to address re-construction of the CAP apron for the safety reasons cited by the Commonwealth.

More recently, MassDOT, conducted a pavement condition study of Norwood Memorial Airport. This resulted in a pavement management report published in June 2013. The report also included a Pavement Condition Index (PCI) Map, which I've enclosed as a stand-alone document. On the Norwood Airport's PCI Map, what you'll note is the one pavement surface marked in red for "Re-construction." This area is the CAP apron which FLN is now trying to re-construct, and which the airport sponsor has been urging FLN to address for years, consistent with MassDOT's (formerly, MAC) safety concerns.

Attachment K is a November 28, 2012 e-mail from the FAA's Compliance Officer for the New England Region, Barry Hammer. Mr. Hammer's missive was guidance in response to a long-term sub-lease extension request by another company, *Boston Executive Helicopters* (BEH), which is similarly situated on the NAC/BMA prime lease. BEH was interested in assuming an existing sub-lease but, due to the development of a hangar and fuel farm on that property, wanted to extend the sub-lease term. FLN's case is similar in that they're interested in developing property that includes multiple hangars, as well as pavement upgrades, and they'd like a long enough sub-lease term to amortize the financing needed. In fact, though you may have seen this already, *Attachment L* is a copy of FLN's amortization schedule.

In closing, given FLN's precarious financial situation, due at least in part to its protracted wait already for a sub-lease extension review, the NAC feels compelled to act. Therefore, notwithstanding FAA's stated dissent prior to the NAC's next tentatively scheduled public meeting, set for Wednesday, May 13, the NAC would like to move forward and approve FLN's interest in a sub-lease extension request for lot 5, as noted in *Attachment F*. If the FAA feels we should not move forward to approve the sub-lease extension, please let me know prior to the May 13th NAC meeting.

I can be reached at the following:

Office phone: 781-255-5616
Cell phone: 781-603-5373
E-mail: rmaguire@norwoodma.gov

Thank you, Mr. Friedenberg.

Sincerely,

Russ Maguire, Manager
Norwood Memorial Airport

Cc: Norwood Airport Commission, Norwood Town Counsel, C. Willenborg, MassDOT



U.S. Department
of Transportation
Federal Aviation
Administration

New England Region
Office of the Regional Administrator

12 New England Executive Park
Burlington, MA 01803

MAY 11 2015




Mr. Russ Maguire
Airport Manager
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

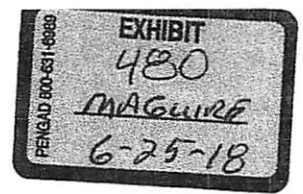
Dear Mr. Maguire:

I have received your letter of April 28, 2015, sent in response to our letter of March 19, 2015, which we sent to Mr. Peter Eichleay, President of Flight Level Aviation. We understand the dilemma in which the Norwood Airport Commission has put itself relative to the project that Flight Level has proposed for the airport. The Regional Administrator's position, however, remains the same. Until the pending Part 16 complaint against the Town has been resolved, no further action will be taken by the FAA on the Town's request to review Flight Level's proposed extension of the sub-lease of Lot 5.

The FAA takes no position on whether the Norwood Airport Commission should or could take action on Flight Level's request without review of the sub-lease extension by Mass DOT or the FAA. If the Norwood Airport Commission acts, it does so on its own initiative and at its own risk.

Sincerely,


Todd D. Friedenber
Regional Executive Manager



FlightLevel Norwood, LLC Lease Extension Request

October 2016

Prepared by:



FLIGHTLEVEL
AVIATION

Prepared for:



**Norwood Airport
Commission
(NAC)**

This presentation serves to provide the NAC with an overview of FlightLevel's (FL) recent, on-going and future capital improvements which justify the lease extensions FL is seeking on Lease Lot 6/7 and Lease Lot 5.

Contents

A. Background	2
B. Lease Lot 5, 6/7 Improvements	3
1. CAP Hangar	
2. Terminal Building	
3. Hangars 2, 3, 4, 5	
C. Planned Future Projects	7
D. Conclusion / Contact	9

Confidential



In early 2014, prior to commencing preliminary site work on its 20,000+ SqFt hangar complex, FL requested that the two leases critical to the project (the Lot 5 BMA sublease, and the Lot 6/7 direct lease with the NAC), be extended out to 2050 to provide contractual rights of access via Lot 7 to the future facility on 5 and 6, and sufficient term to amortize the investment.

CONDITIONS:

By letter dated April 15, 2014, the NAC established the following conditions:

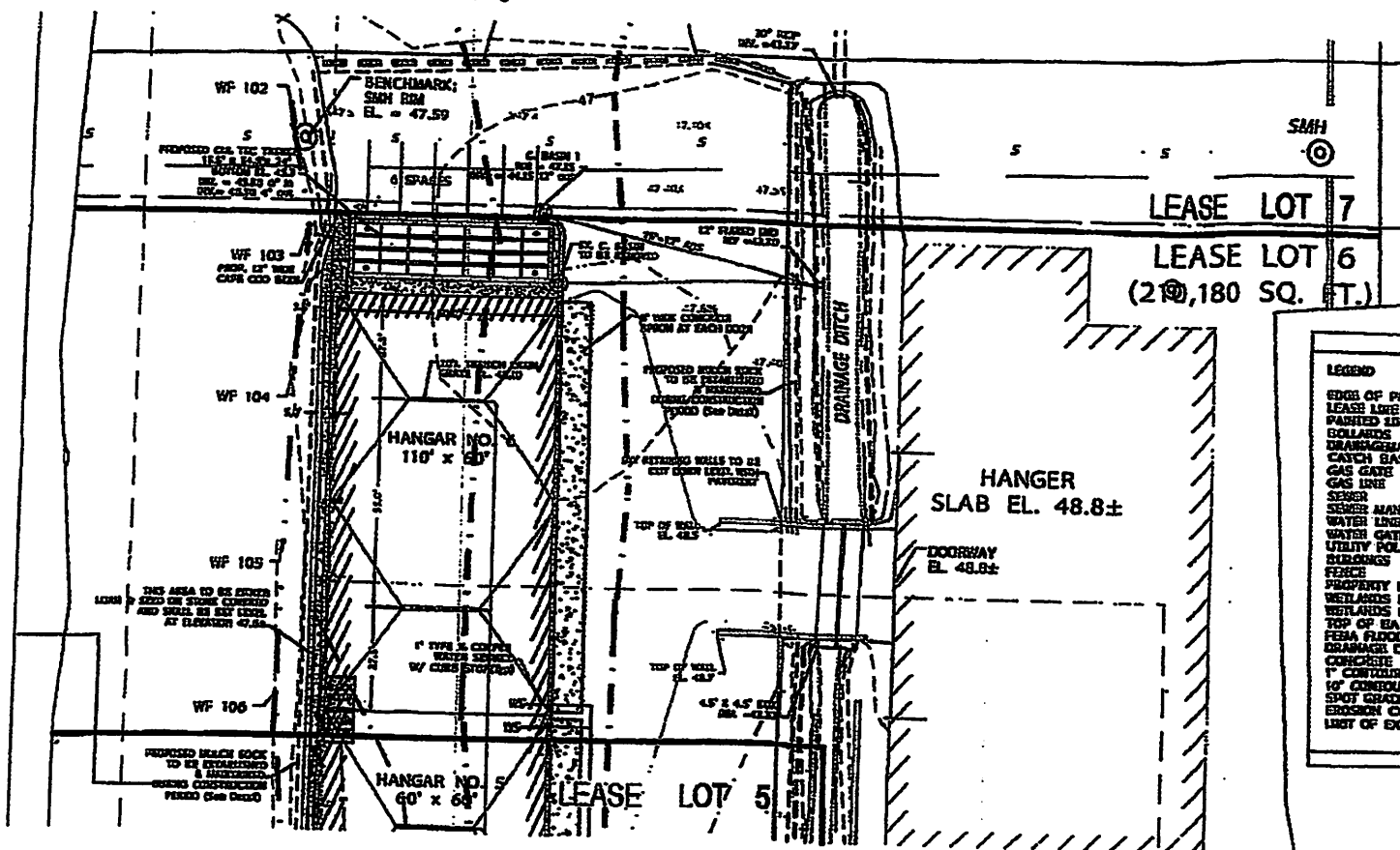
- The Lot 5 BMA Sublease could be extended upon satisfactory review by the FAA and Massachusetts Department of Transportation (Aeronautics Division), per conditions set forth in the prime lease between the Town of Norwood and BMA, Inc.
- The Lot 6/7 lease could be extended provided FlightLevel commence construction of the CAP hangar complex no later than December 31, 2017.

THESE CONDITIONS HAVE BEEN MET:

- The Lot 5 BMA Sublease extension has been presented to and reviewed by the FAA and Massachusetts Department of Transportation (Aeronautics Division), and neither regulatory agency has elected to interpose any objection.
- BMA has presented the NAC with its election to extend its prime lease out to 2047, and has negotiated an extension of the Lot 5 Sublease that has been reviewed and approved by NAC counsel.
- FL and NAC counsel have settled on language that will add Lot 5 to the Lot 6/7 lease for the final three years following its reversion to the Town in 2047.
- With respect to the Lot 6/7 lease, FL commenced construction of the CAP hangar complex well in advance of the December 31, 2017 deadline, and anticipates that with the extension of the Lot 5 and Lot 6/7 agreements, it will secure funding to complete the project by December 31, 2016.

Approximately \$1.2 million of FlightLevel's \$2.5 million CAP Hangar Project resides within the Lot 6/7 lease premises (the remainder is on lot 5). The Lot 6/7 lease currently goes through 2026.

Lot 6/7 Portion of CAP Hangar Project

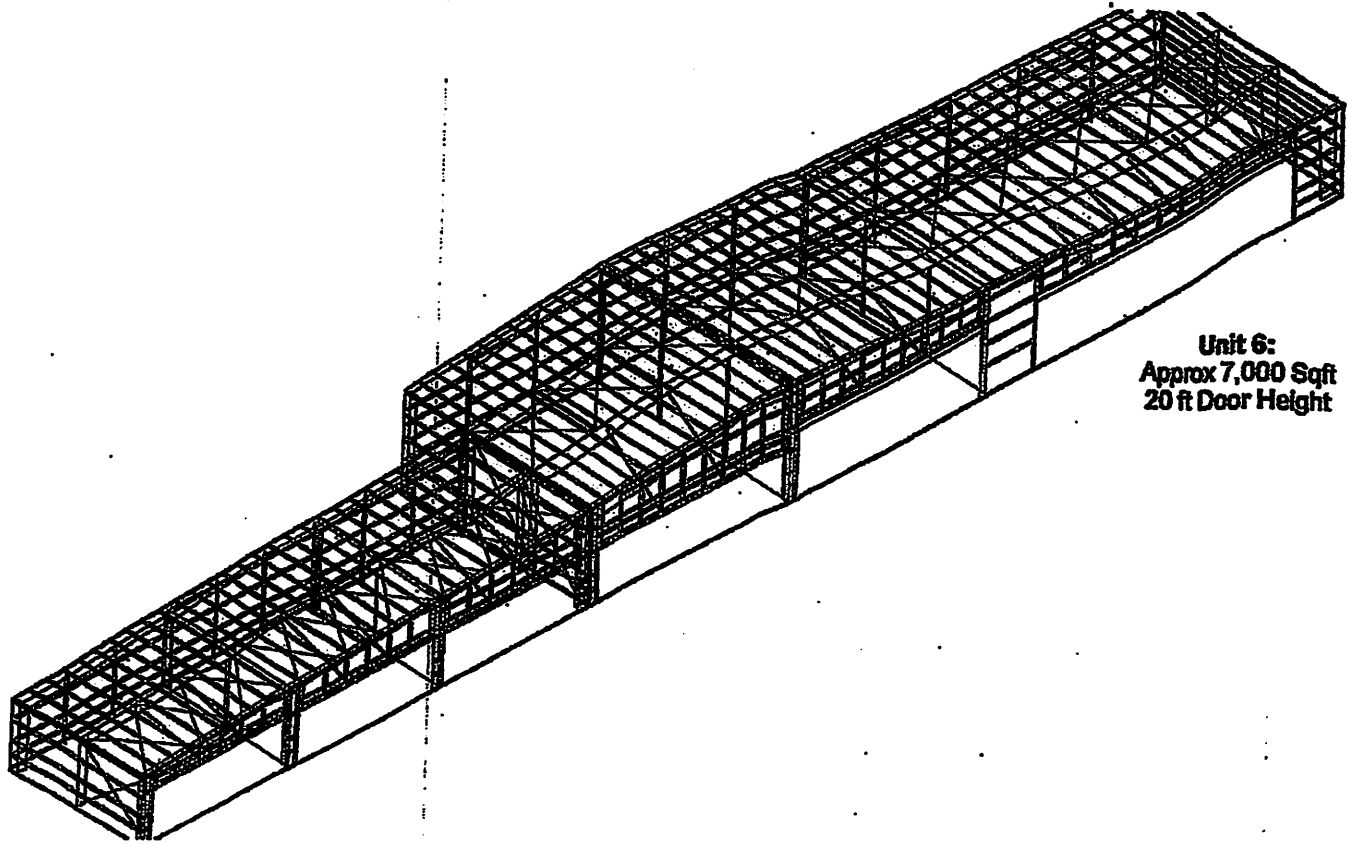


Source: James Engineering, Inc., Ercotahu

Confidential



Unit 6 is the project's largest hangar bay and cost driver due to the door height/width, beam spans and customized appointments (bathroom, LED lighting, additional storage lockers, etc.)



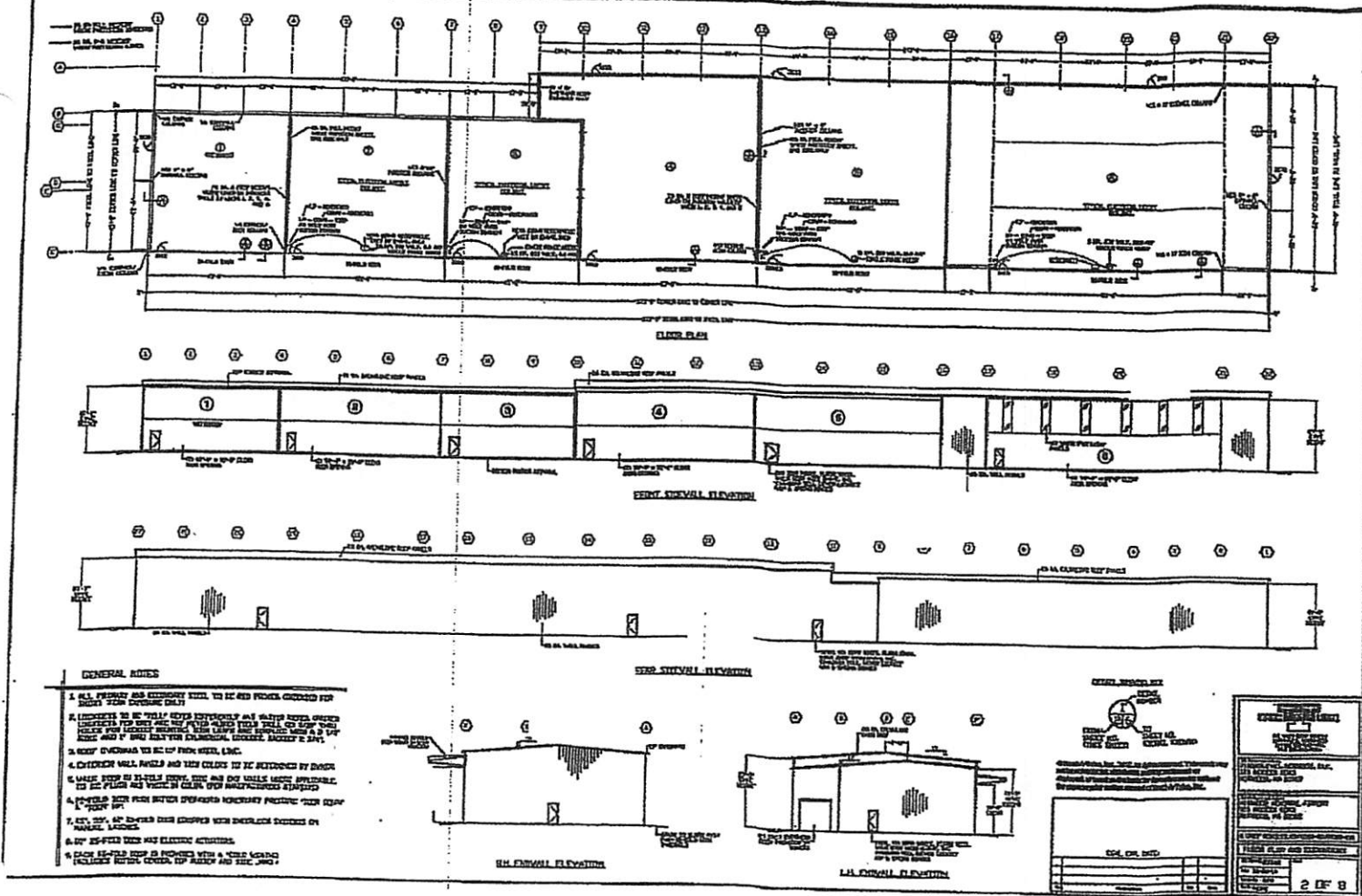
Unit 6:
Approx 7,000 Sqft
20 ft Door Height

Source: Erectube

Confidential



Entirety of CAP Hangar Project:



Source: James Engineering, Inc., Erecttube

Confidential



FLIGHT LEVEL
AVIATION

The total \$2.5 million dollar investment requires an extension out to 2050 in order to amortize the value of the investment.

Initial Loan Values

Loan Amount:	\$2,300,000.00	Number of Payments:	136
Annual Interest Rate:	4.2500%	Periodic Payment:	\$33,645.67
Loan Date:	09/01/2016	1st Payment Due:	09/01/2016
Payment Frequency:	Quarterly	Last Payment Due:	06/01/2050
Total Interest Due:	\$1,692,380.04	Total All Payments:	\$3,992,380.04

Payment Schedule

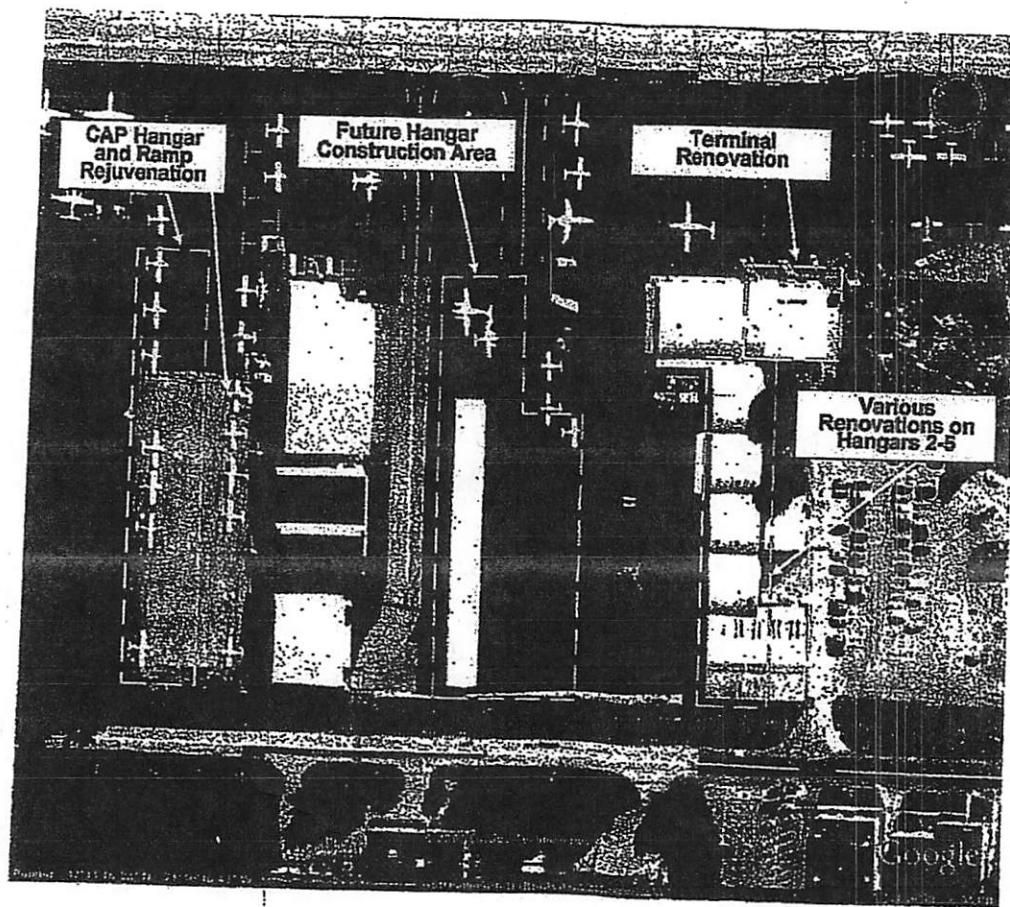
#/Year	Date	Payment	Interest	Principal	Balance
Loan:	09/01/2016	0.00	0.00	0.00	2,300,000.00
1:1	09/01/2016	33,645.67	0.00	33,645.67	2,266,354.33
2:1	12/01/2016	33,645.67	24,080.01	9,565.66	2,256,788.67
	2016 Totals:	67,291.34	24,080.01	43,211.33	
	Running Totals:	67,291.34	24,080.01	43,211.33	
	03/01/2017	33,645.67	23,978.38	9,667.29	2,247,121.38
3:1	06/01/2017	33,645.67	23,875.66	9,770.01	2,237,351.37
4:1	09/01/2017	33,645.67	23,771.88	9,873.81	2,227,477.56
5:2	12/01/2017	33,645.67	23,666.95	9,978.72	2,217,498.84
6:2	2017 Totals:	134,582.68	93,292.85	39,289.83	
	Running Totals:	201,874.02	119,372.86	82,501.16	

Source: Internal

Confidential

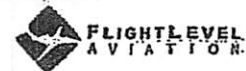


FlightLevel has plans to invest in a new Hangar near the existing T-Hangar-bays with successful tenant subscription.



Source: Internal, Google Earth

Confidential



Continued from Previous Slide.

Capital Improvement Project Matrix: 2014-2022

Project Description	Approximate Date Span	Approximate Investment \$ Amount	Location	Status
Terminal Renovation, Hangar Heat Oil-to-Gas Conversion, Hangar Roof Repair/Replacement, Refinishing of (Maintenance Hangar Floor, Repave Tarmac Parking, Reside and Paint Hangar 2 S Complex, Various Crack Seal)	2014-2016	\$650,000	Lot 6/7	Complete
CAP Ramp Rejuvenation and 20,325 sqft Multi-Unit Hangar Complex Construction	2014-2015	\$2,500,000	Lot 5, 6/7	Near Completion: Conditional Financing Approved (Pending Sufficient Leasehold Amortization Term), Hangar Tenants Conditionally Subscribed
18,000 sqft Box Hangar Construction, T-bay Demolition	2019-2022	Estimated \$2,850,000 (TBD)	Lot 6/7	
Grand Total		\$6,000,000		Planned

Source: Google Earth, FlightLevel

Confidential



7
-
negotiations have been negotiated and the vast majority of the paperwork completed. FL is respectfully requesting that the NAC approve execution of the extension documents at this time so that the financing required for the completion of the CAP Hangar project may be released and serious planning for future projects can begin.



FLIGHTLEVEL
A V I A T I O N

**It's about quality service.
Every time you land. Every time you take off.
And every moment in between.**

CONTACT:

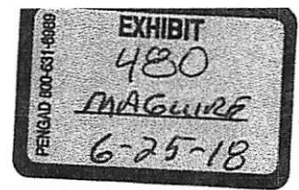
**Peter Eichleay
President - FlightLevel Aviation
125 Access Rd.
Terminal Building 2nd Floor
Norwood, MA 02062**

**Work: 781.769.8680 ext 128
Fax: 781.370.8680
Cell: 703.282.7853**

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FLIGHTLEVEL
A V I A T I O N



FlightLevel Norwood, LLC Lease Extension Request

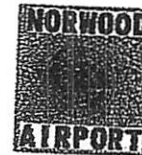
October 2016

Prepared by:



FLIGHTLEVEL
AVIATION

Prepared for:



**Norwood Airport
Commission
(NAC)**

This presentation serves to provide the NAC with an overview of FlightLevel's (FL) recent, on-going and future capital improvements which justify the lease extensions FL is seeking on Lease Lot 6/7 and Lease Lot 5.

Contents

A. Background	2
B. Lease Lot 5, 6/7 Improvements	3
1. CAP Hangar	
2. Terminal Building	
3. Hangars 2, 3, 4, 5	
C. Planned Future Projects	7
D. Conclusion / Contact	9

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In early 2014, prior to commencing preliminary site work on its 20,000+ SqFt hangar complex, FL requested that the two leases critical to the project (the Lot 5 BMA sublease, and the Lot 6/7 direct lease with the NAC), be extended out to 2050 to provide contractual rights of access via Lot 7 to the future facility on 5 and 6, and sufficient term to amortize the investment.

CONDITIONS:

By letter dated April 15, 2014, the NAC established the following conditions:

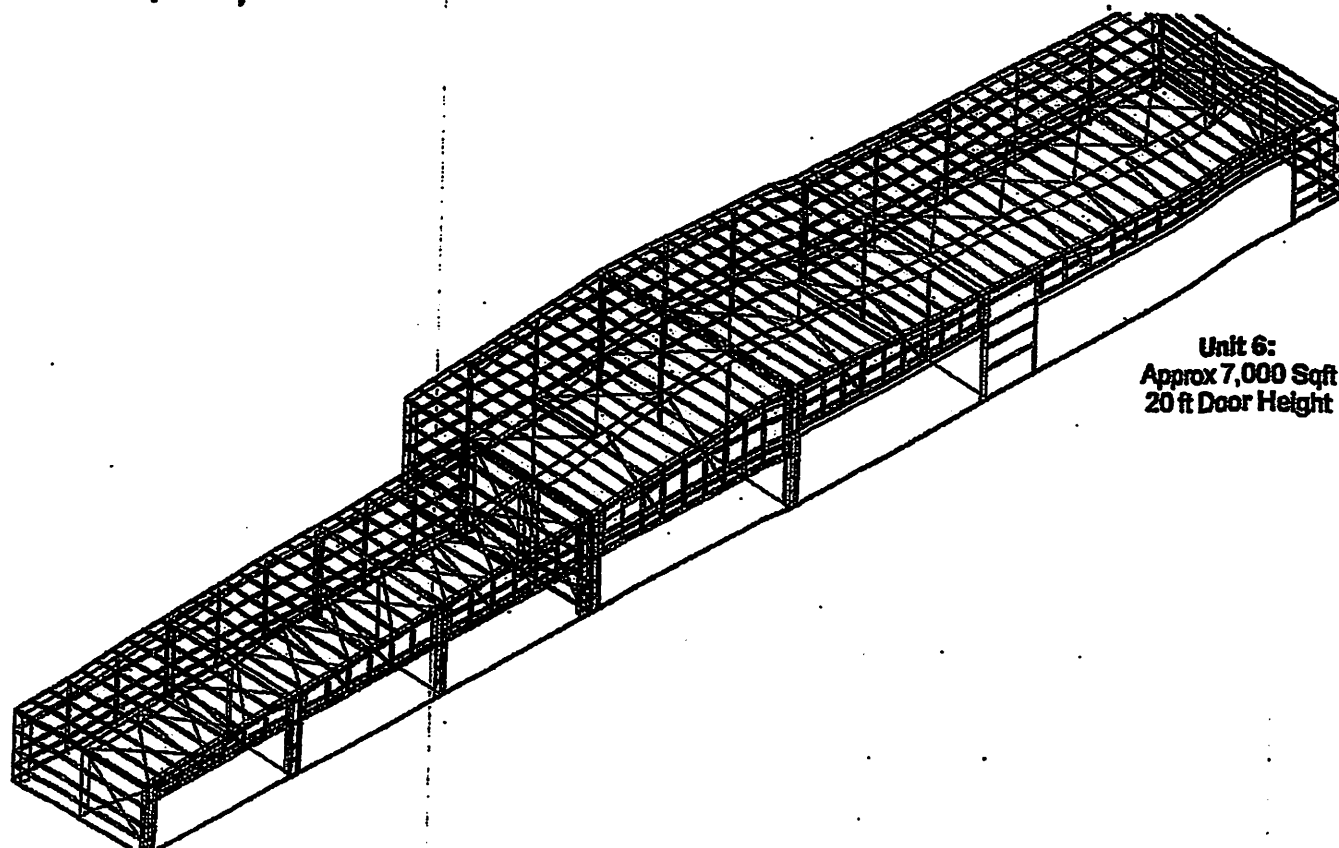
- The Lot 5 BMA Sublease could be extended upon satisfactory review by the FAA and Massachusetts Department of Transportation (Aeronautics Division), per conditions set forth in the prime lease between the Town of Norwood and BMA, Inc.
- The Lot 6/7 lease could be extended provided FlightLevel commence construction of the CAP hangar complex no later than December 31, 2017.

THESE CONDITIONS HAVE BEEN MET:

- The Lot 5 BMA Sublease extension has been presented to and reviewed by the FAA and Massachusetts Department of Transportation (Aeronautics Division), and neither regulatory agency has elected to interpose any objection.
- BMA has presented the NAC with its election to extend its prime lease out to 2047, and has negotiated an extension of the Lot 5 Sublease that has been reviewed and approved by NAC counsel.
- FL and NAC counsel have settled on language that will add Lot 5 to the Lot 6/7 lease for the final three years following its reversion to the Town in 2047.
- With respect to the Lot 6/7 lease, FL commenced construction of the CAP hangar complex well in advance of the December 31, 2017 deadline, and anticipates that with the extension of the Lot 5 and Lot 6/7 agreements, it will secure funding to complete the project by December 31, 2016.

Lot 6/7 Portion of CAP Hangar Project

Unit 6 is the project's largest hangar bay and cost driver due to the door height/width, beam spans and customized appointments (bathroom, LED lighting, additional storage lockers, etc.)



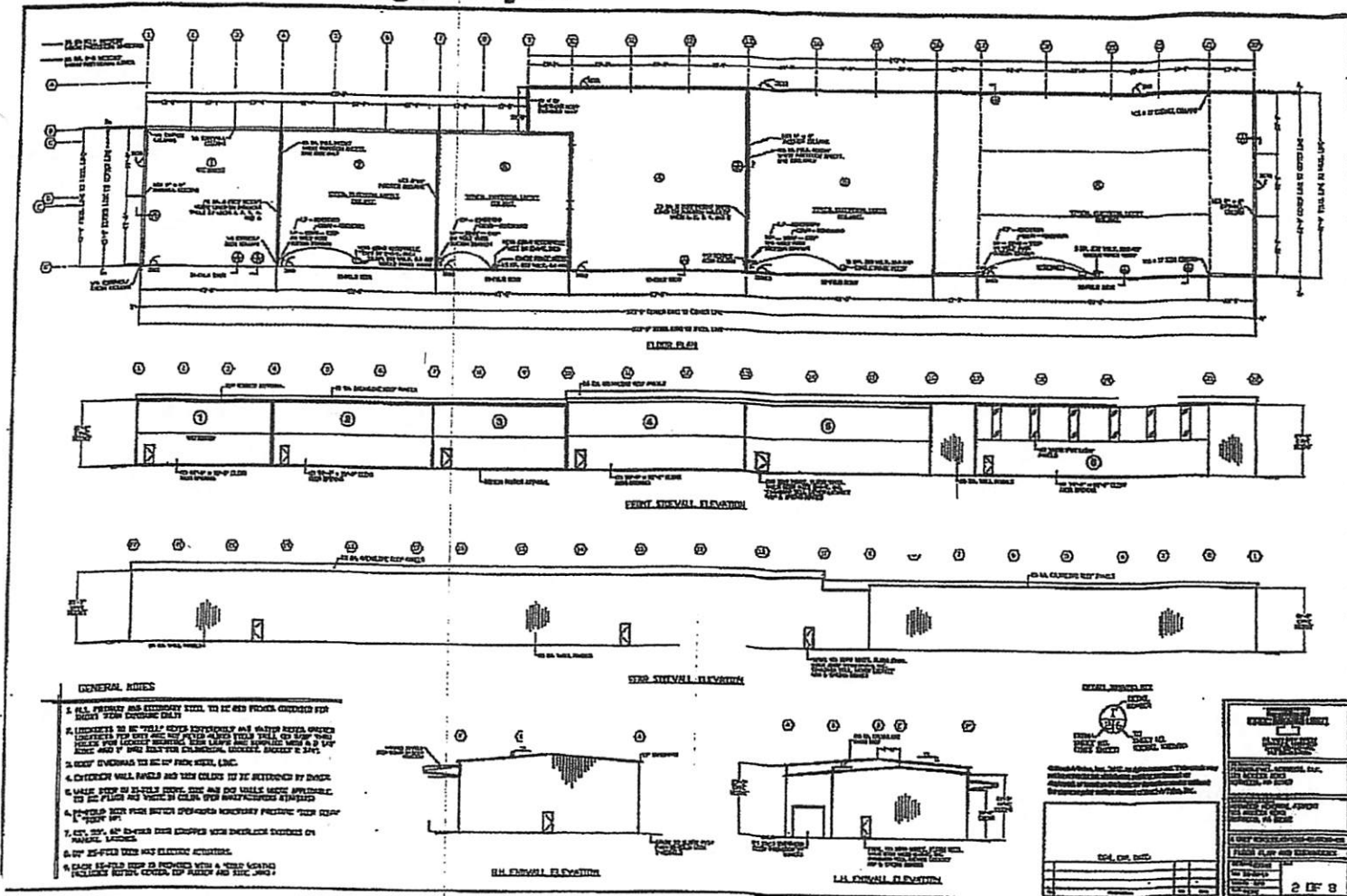
**Unit 6:
Approx 7,000 Sqft
20 ft Door Height**

Source: Erectube

Confidential



Entirety of CAP Hangar Project:



Source: James Engineering, Inc., Erectofube

Confidential



FLIGHT LEVEL
AVIATION

The total \$2.5 million dollar investment requires an extension out to 2050 in order to amortize the value of the investment.

Initial Loan Values

Loan Amount:
Annual Interest Rate:
Loan Date:
Payment Frequency:
Total Interest Due:

\$2,300,000.00
4.2500%
09/01/2016
Quarterly
\$1,692,380.04

Number of Payments:
Periodic Payment:
1st Payment Due:
Last Payment Due:
Total All Payments:

136
\$33,645.67
09/01/2016
06/01/2050
\$3,992,380.04

Payment Schedule

Yr/Year

Loan:

1:1

2:1

3:1

4:1

5:2

6:2

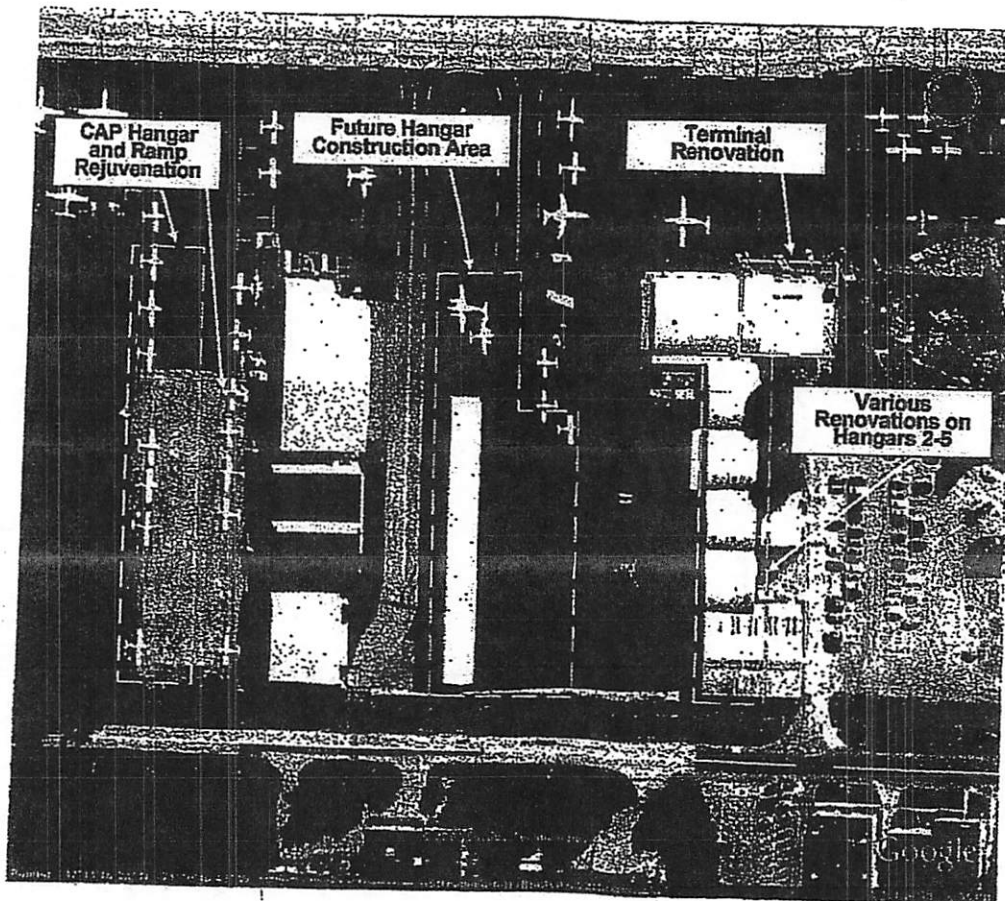
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09/01/2017	33,645.67	23,771.86	9,873.81	2,227,477.56
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2017 Totals:	134,582.68	93,792.65	39,289.83	
Running Totals:	201,874.02	119,372.66	82,501.16	

Source: Internal

Confidential



FlightLevel has plans to invest in a new Hangar near the existing T-Hangar-bays with successful tenant subscription.



Source: Internal, Google Earth

Confidential



...Cont'd from Previous Slide.

Capital Improvement Project Matrix: 2014-2022

Project Description	Approximate Date Span	Approximate Investment \$ Amount	Location	Status
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CAP Ramp Rejuvenation and 20,325 sqft Multi-Unit Hangar Complex Construction	2014-2015	\$2,500,000	Lot 5, 6/7	Near Completion: Conditional Financing Approved (Pending Sufficient Leasehold Amortization Term), Hangar Tenants Conditionally Subscribed
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Grand Total		\$6,000,000		

Source: Google Earth, FlightLevel

Confidential



The extensions have been negotiated and the vast majority of the paperwork completed. FL is respectfully requesting that the NAC approve execution of the extension documents at this time so that the financing required for the completion of the CAP Hangar project may be released and serious planning for future projects can begin.



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Every time you land. Every time you take off.
And every moment in between.**

**CONTACT:
Peter Eichleay
President - *FlightLevel* Aviation
125 Access Rd.
Terminal Building 2nd Floor
Norwood, MA 02062**

**Work: 781.769.8680 ext 128
Fax: 781.370.8680
Cell: 703.282.7853**

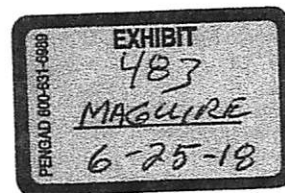
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FLIGHTLEVEL
AVIATION

Phone: 781.769.8680
Fax: 781.769.7159 or 781.769.0476
www.flightlevelaviation.com



VIA USPS PRIORITY OVERNIGHT MAIL
781-255-5615

February 20, 2017

Mr. Russ Maguire, A.A.E., ACE
Airport Manager
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

Re: S&T Realty Trust of Norwood. Lot 5. 6. 7 Lease Extensions

Dear Mr. Maguire,

Enclosed for your file is a complete set of fully executed original documents relative to the above captioned matter.

As always, if you have any questions or concerns, please do not hesitate to call.

Respectfully,

Nicholas W. Burlingham
General Counsel
FlightLevel Aviation
S&T Realty Trust of Norwood
125 Access Road
Norwood, MA 02062
860-941-1129

Enc.

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062
781.769.8680 FAX 781.769.0476 OR 781.769.7159

Lot 5 Shifting Ext
(2) Notice
Extending to
12/31/50

**FIRST AMENDMENT TO
AMENDED AND RESTATED NOTICE OF LEASE**

This *FIRST AMENDMENT TO AMENDED AND RESTATED NOTICE OF LEASE* is entered into as of February 15, 2017 between the TOWN OF NORWOOD, Massachusetts, acting through its NORWOOD AIRPORT COMMISSION ("NAC"), and PETER EICHLEAY, an individual, as Trustee of S&T Realty Trust of Norwood ("S&T"), u/d/t dated May 5, 1999, filed with Norfolk County Registry District of the Land Court as Document No. 837390 as noted on Certificate of Title 83911, as amended by a Certificate of Trustee as to Amendment of Declaration of Trust of S&T Realty Trust of Norwood, filed with the said Registry District as Document No. 1125940.

WHEREAS, NAC is the landlord under a lease originally with Wiggins Airways, Inc. (formerly known as E.W. Wiggins Airways, Inc.) as tenant, dated March 29, 1968 (as amended on March 3, 1969, February 14, 1979, August 13, 1985 and July 19, 1986) (referred to herein as the "Original Lease"), Notice of which Original Lease is dated February 4, 1987, and filed with said Registry District as Document No. 518739 on Certificate of Title No. 27608 (the "Original Notice of Lease").

WHEREAS, the Original Lease was assigned by Wiggins Airways, Inc. to Eastern Air Center, Inc., Trustee of S&T Realty Trust of Norwood by "*Assignment and Assumption of Lease*" dated August 16, 1999, and filed with said Registry District as Document No. 837393.

WHEREAS, by a certain Amended and Restated Lease dated as of January 1, 2001 (the "Amended and Restated Lease"), NAC and S&T amended and restated the Original Lease by replacing in its entirety the Original Lease with the Amended and Restated Lease.

WHEREAS, by a certain "*First Amendment to Amended and Restated Lease*" dated as of September 30, 2006, NAC and S&T extended the term of the Amended and Restated Lease.

WHEREAS, by "*Amended and Restated Notice of Lease*" dated September 30, 2006, and filed with said Registry District as Document No. 1125934 (the "Amended Notice"), NAC and S&T amended the Original Notice to accord with the Amended and Restated Lease and the First Amendment, by replacing the Original Notice in its entirety with the First Amended Notice.

WHEREAS, this "*First Amendment to Amended and Restated Notice of Lease*" amends and restates the Amended Notice by replacing in its entirety.

NOW, THEREFORE, the Amended Notice is amended and restated as follows:

Lessor: The Town of Norwood, Massachusetts, acting through its Norwood Airport Commission.

Lessee: S&T Realty Trust of Norwood u/d/t dated May 5, 1999, filed with Norfolk County Registry District of the Land Court as Document No. 837390 as noted on Certificate of Title

83911, as amended by a Certificate of Trustee as to Amendment of Declaration of Trust of S&T Realty Trust of Norwood, filed with the Norfolk County Registry District of the Land Court as Document No. 1125940, by and through Peter Eichleay as Trustee. Peter Eichleay is successor to predecessor trustees Eastern Air Center, Inc., and Sidney J. Fagelman and Anthony J. Prevett (see Document No. 110815 for the resignation of Sidney J. Fagelman and Anthony J. Prevett. See Document No. 1110814 for the appointment and acceptance of Eastern Air Center, Inc. See Document No. 1144980 for the resignation of Eastern Air Center, Inc. See Document No. 1144979 for the appointment and acceptance of Peter Eichleay).

Date of Execution of Amended and Restated Lease: January 1, 2001

Date of Execution of First Amendment to Amended and Restated Lease: September 30, 2006.

Description of Leased Premises: The Leased Premises include the premises described in the Original Notice of Lease, and commencing December 13, 2047, an additional parcel. Such premises include two (2) parcels of land at the Airport in Norwood, MA 02062, more particularly described as Revised Lot 6 and Lot 7 on a plan entitled "*Plan of Land at Municipal Airport Norwood, Ma.*" dated July 28, 1986, Norwood Engineering, Inc., filed with the Original Notice of Lease, and further described on the "*Lease Plan of Land in Norwood, Mass.*" dated December 7, 1987 and attached hereto as "Exhibit A".

Revised Lot 6 consists of approximately:	210,180 sf
Lot 7 consists of approximately:	135,360 sf
Total of Revised Lot 6 and Lot 7 Leased Premises:	345,540 sf

Revised Lot 6 does not include the small building shown as "Transformer House" on the Plan attached to the Amended and Restated Lease, and on the attached Exhibit A.

Commencing upon its reversion to Lessor on December 13, 2047, the Leased Premises shall also include a portion of the parcel of land at Norwood Municipal Airport, containing 67,500 square feet, shown as a portion of Lot 1 on that plan entitled "*Plot Plan of Land and Building at Municipal Airport Norwood, Mass.*", dated April 3, 1959, revised to March 29, 1968 (the "Plan"), and more particularly described as Lot 5 on a plan entitled "*Plan of Land at Municipal Airport Norwood, Mass.*", dated July 28, 1986 filed with said Norfolk Registry District with Document No. 518739 (the "Revised Plan"), excluding the portion of said parcel shown on the Plan as "Building 8" and on the Revised Plan as "Hangar 8", being a portion of that land described in Certificate of Title No. 83911, filed with said Norfolk Registry District, and shown as a portion lot 219 on Land Court Plan 15269-3, and further described on the "*Lease Plan of Land in Norwood, Mass.*" dated December 7, 1987, and attached hereto as "Exhibit B". Such parcel being subject to a sublease executed July 19, 1986 and expiring December 12, 2047, between Boston Metropolitan Airport, Inc. as Sublessor, and Lessee as sublessee, notice of which is filed with said Norfolk Registry District as Document No. 1,125,933.

Total Lot 5 Leased Premises:	57,600 sf
------------------------------	-----------

Revised Lot 6 and Lot 7 Extended Term: Beginning January 1, 2001 and ending on October 31, 2050.

Lot 5 Term: Beginning December 13, 2047 and ending on December 31, 2050.

Rights of Extension: Lessee has the right, by written notice to Lessor, given no later than January 1, 2049, to initiate negotiations with Lessor concerning a further extension of this Lease for a period corresponding to Lessee's occupancy of any other premises at the Norwood Airport. If Lessee so notifies Lessor, Lessor and Lessee shall be obligated, for a period not to exceed one (1) year from said notice, to engage in good faith negotiations with respect to such further extension. Nothing herein shall prevent Lessor from putting out the Leased Premises for lease by requesting proposals from the general public.

Leasehold Mortgages: Lessor shall recognize the rights of any leasehold mortgagee, its successor, assignees, or transferees, under any leasehold mortgage secured in whole or in part by the Lessee's interest in the Leased Premises, and shall within thirty days of written request, provide and estoppel certificate in commercially reasonable form, providing commercially reasonable assurances to any such leasehold mortgagee in connection therewith.

Witness the execution hereof under seal by the parties hereto as of February 15, 2017.

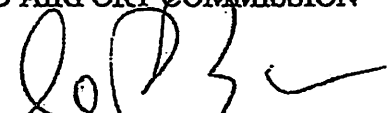
LESSEE:

Peter Eichleay,
as Trustee of
S&T REALTY TRUST OF NORWOOD


Peter Eichleay, Trustee

LESSOR:

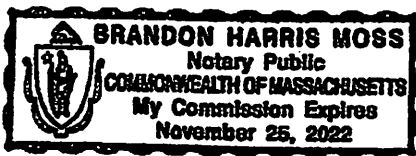
TOWN OF NORWOOD, acting through its
NORWOOD AIRPORT COMMISSION

By: 
Mark P. Ryan, Chairman

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 15th day of February, 2017, before me, the undersigned notary public, personally appeared the above named Peter Eichleay, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, for and on behalf of S & T Realty Trust of Norwood, in his capacity and pursuant to his authority as Trustee thereof, and who swore or affirmed to me that its contents are truthful and accurate to the best of his knowledge.

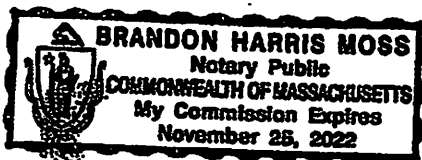


Brandon H. Moss
Brandon H. Moss, Notary Public
My commission expires: 11/25/22

COMMONWEALTH OF MASSACHUSETTS

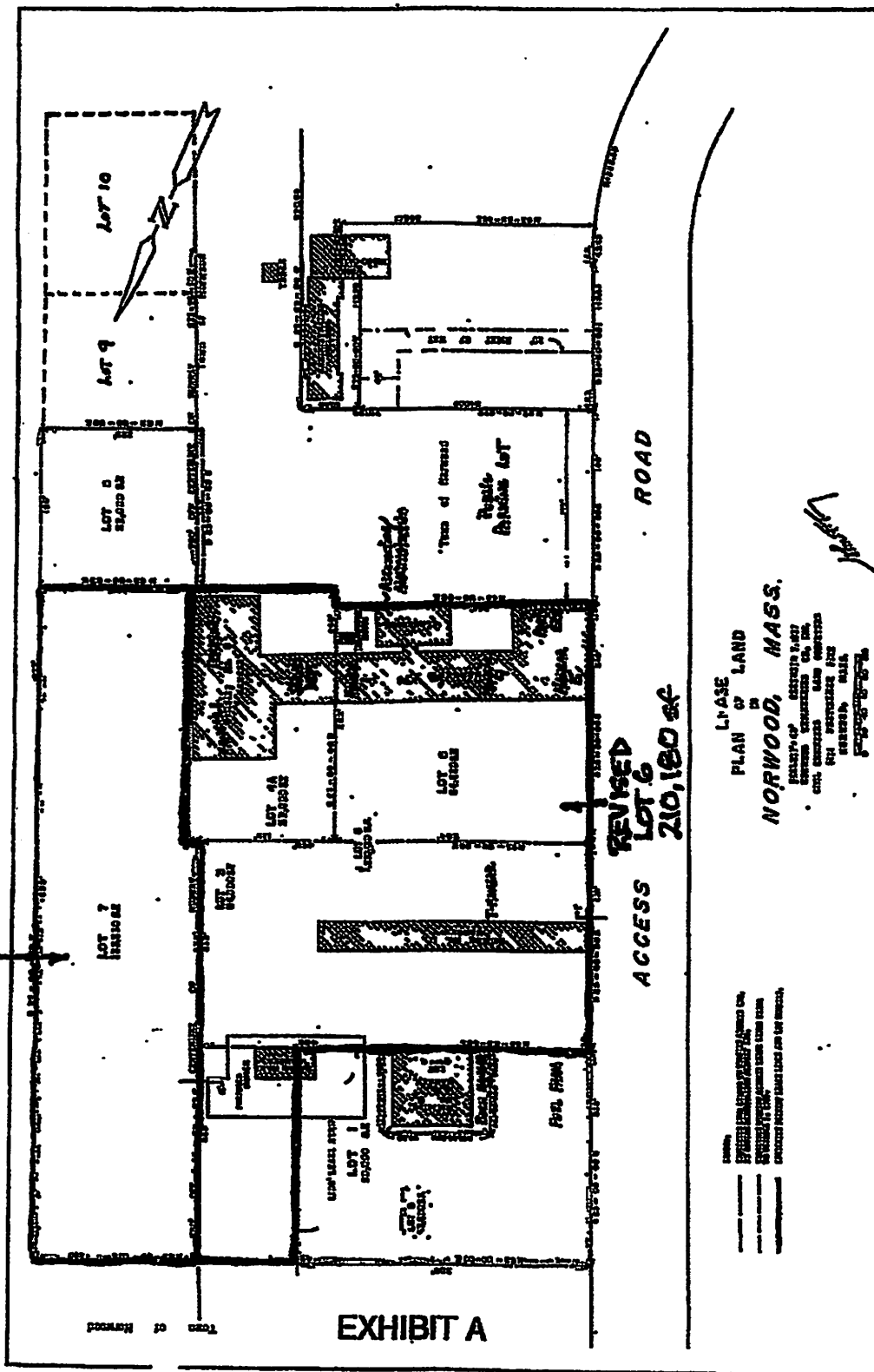
Norfolk, ss.

On this 15th day of February, 2017, before me, the undersigned notary public, personally appeared the above named Mark P. Ryan, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose for and on behalf of the Norwood Airport Commission, acting in his capacity and pursuant to his authority as Chairman, thereof, and who swore or affirmed to me that its contents are truthful and accurate to the best of his knowledge.



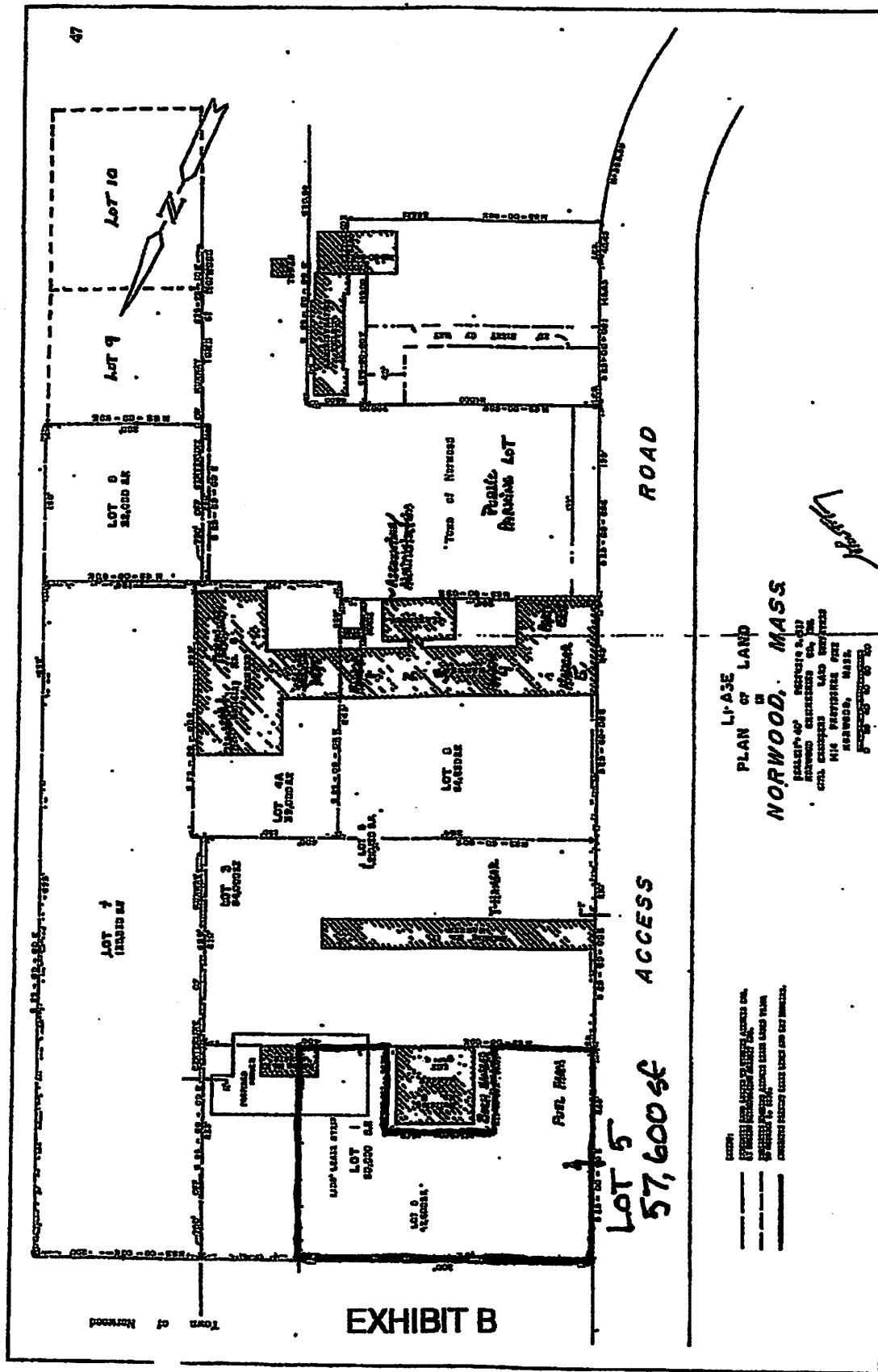
Brandon H. Moss
Brandon H. Moss, Notary Public
My commission expires: 11/25/22

LOT 7
185,360 sf



LEASE
PLAN OF LAND
IN
NORWOOD, MASS.
PROPERTY OF NORWOOD CO., INC.
NORWOOD CO., INC.
CITY OF NORWOOD
FOR RECORDING FOR
RECORDING DATE
10-1-87

NOTES:
1. THE PLAN IS BASED ON THE
2. THE PLAN IS BASED ON THE
3. THE PLAN IS BASED ON THE
4. THE PLAN IS BASED ON THE



Lot 6, 7 Extension
Lot 5 Shifting Ext.
① 2d Amendment
Extending to
12/31/50

**SECOND AMENDMENT TO
AMENDED AND RESTATED LEASE**

This SECOND AMENDMENT TO AMENDED AND RESTATED LEASE (the "Second Amendment") is entered into as of February 15, 2017 (the "Effective Date"), by and between the Town of Norwood, Massachusetts ("Lessor"), acting through its Norwood Airport Commission ("NAC"), and Peter Eichleay, Trustee of S&T Realty Trust of Norwood ("Lessee") u/d/t dated May 5, 1999, filed with Norfolk County Registry District of the Land Court as Document No. 837390 as noted on Certificate of Title 83911, as amended by a Certificate of Trustee as to Amendment of Declaration of Trust of S&T Realty Trust of Norwood, filed with the said Registry District as Document No. 1125940.

RECITALS

WHEREAS, by Amended and Restated Lease dated January 1, 2001 (the "Amended and Restated Lease"), Lessor leased to Lessee and Lessee hired from Lessor two parcels of land at the Norwood Memorial Airport (the "Airport") described therein as "Revised Lot 6" consisting of approximately 210,180 sf ("Revised Lot 6") and "Lot 7" consisting of approximately 135,360 sf ("Lot 7"), each as more particularly described on the "Lease Plan of Land in Norwood, Mass." Dated December 7, 1997 and attached hereto as "Exhibit A"; and,

WHEREAS, by First Amendment to Amended and Restated Lease dated September 30, 2006 (the "First Amendment"), Lessor and Lessee extended the Term of the Amended and Restated Lease to October 31, 2026, and modified the payment and renewal provisions accordingly; and,

WHEREAS, by separate agreement entered into, with NAC consent, by and between Lessee as sublessee and Boston Metropolitan Airport ("BMA") as sublessor (the "Lot 5 Sublease"), Lessee leased a parcel of land at the Airport abutting Revised Lot 6 consisting of approximately 57,600 sf ("Lot 5") as more particularly described on the "Lease Plan of Land in Norwood, Mass." Dated December 7, 1997 and attached hereto as "Exhibit B", which premises will revert to Lessor upon the expiration of BMA's master lease on or about December 12, 2047; and,

WHEREAS, in January of 2014, Lessee sought NAC approval for construction of a new multi-unit hangar facility on Lot 5 and Revised Lot 6 (the "Hangar Facility"), and a corresponding extension of the Term of the Lot 5 Sublease and the Amended and Restated Lease as amended in order to provide contractual rights of access to the future facility, and sufficient term to amortize the investment; and,

WHEREAS, the NAC determined at its April 9, 2014 public meeting that it would be receptive to extending the Term of the Amended and Restated Lease as amended to year 2050 on the condition that Lessee commence construction of the Hangar Facility by no later than December 31, 2017; and,

WHEREAS, Lessee having commenced construction of the Hangar Facility, and having demonstrated the necessity of an amortization schedule for the amended Term of the Amended and Restated Lease, the parties now desire to extend the Term of the Amended and Restated

Lease as aforesaid, to include Lot 5 therein upon its reversion to Lessor, and to incorporate certain additional language consistent with FAA Order 5190.6B, dated September 30, 2009.

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

WITNESSETH

1. The foregoing Recitals are true, accurate, and incorporated herein by reference.
2. This Second Amendment modifies and amends the Amended and Restated Lease and First Amendment (collectively the "Lease").
3. Section 1 of the Lease is hereby amended as follows: (i) the Term of the Lease is extended to, and shall expire on, December 31, 2050; and, (ii) the date for Lessee to give the written notice to initiate negotiations with Lessor concerning a further extension of this Lease for a period corresponding to Lessee's occupancy of the herein described leased premises at the Norwood Airport, is hereby changed from November 1, 2024, to January 1, 2049.
4. Section 2 of the Lease is hereby deleted in its entirety, and replaced with the following:

2. Rent. In consideration of its use and occupancy of the Premises, Lessee shall pay Lessor the following sums, on a monthly basis, in advance on or before the first day of each calendar month during the Term (collectively "Rent"):

Lot 5		Parcel Size	Rent/sf	Annual Rent	Monthly Rent
12/13/47 to	12/31/49	57,600 sf	\$0.8420	\$48,499.20	\$4,041.60
01/01/50 to	12/31/50	57,600 sf	\$0.8925	\$51,409.15	\$4,284.10

Revised Lot 6		Parcel Size	Rent/sf	Annual Rent	Monthly Rent
Effective Date to	12/31/19	210,180 sf	\$0.2755	\$57,914.16	\$4,826.18
01/01/20 to	12/31/22	210,180 sf	\$0.2921	\$61,389.01	\$5,115.75
01/01/23 to	12/31/25	210,180 sf	\$0.3096	\$65,072.35	\$5,422.70
01/01/26 to	12/31/28	210,180 sf	\$0.5600	\$117,700.80	\$9,808.40
01/01/29 to	12/31/31	210,180 sf	\$0.5936	\$124,762.85	\$10,396.90
01/01/32 to	12/31/34	210,180 sf	\$0.6292	\$132,248.62	\$11,020.72
01/01/35 to	12/31/37	210,180 sf	\$0.6670	\$140,183.54	\$11,681.96
01/01/38 to	12/31/40	210,180 sf	\$0.7070	\$148,594.55	\$12,382.88
01/01/41 to	12/31/43	210,180 sf	\$0.7494	\$157,510.22	\$13,125.85
01/01/44 to	12/31/46	210,180 sf	\$0.7944	\$166,960.83	\$13,913.40
01/01/47 to	12/31/49	210,180 sf	\$0.8420	\$176,978.48	\$14,748.21
01/01/50 to	12/31/50	210,180 sf	\$0.8926	\$187,597.19	\$15,633.10

Lot 7			Parcel Size	Rent/sf	Annual	Monthly
Effective Date	to	12/31/19	135,360 sf	\$0.0803	\$10,869.48	\$905.79
01/01/20	to	12/31/22	135,360 sf	\$0.0851	\$11,521.65	\$960.14
01/01/23	to	12/31/25	135,360 sf	\$0.0902	\$12,212.95	\$1,017.75
01/01/26	to	12/31/28	135,360 sf	\$0.5600	\$75,801.60	\$6,316.80
01/01/29	to	12/31/31	135,360 sf	\$0.5936	\$80,349.70	\$6,695.81
01/01/32	to	12/31/34	135,360 sf	\$0.6292	\$85,170.68	\$7,097.56
01/01/35	to	12/31/37	135,360 sf	\$0.6670	\$90,280.92	\$7,523.41
01/01/38	to	12/31/40	135,360 sf	\$0.7070	\$95,697.77	\$7,974.81
01/01/41	to	12/31/43	135,360 sf	\$0.7494	\$101,439.64	\$8,453.30
01/01/44	to	12/31/46	135,360 sf	\$0.7944	\$107,526.02	\$8,960.50
01/01/47	to	12/31/49	135,360 sf	\$0.8420	\$113,977.58	\$9,498.13
01/01/50	to	12/31/50	135,360 sf	\$0.8926	\$120,816.23	\$10,068.02

Lessee shall also pay a pro-rata portion of the applicable Rent in force at the legal determination of this Lease for any part of a month then expired.

5. Lessee shall complete construction of the Hangar Facility by no later than December 31, 2017.

6. Upon its reversion to Lessor on December 13, 2047, Lot 5 shall be incorporated into this Lease, and annexed to the Premises herein demised (and defined), and Lessee shall pay Lessor Rent therefor at the rate set forth in Section 2, above.

7. The following Sections 36, 37, 38 and 39 are hereby added to the Lease:

36. **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, Lessee does hereby waive any and all claim for damages, costs or expenses arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not, nor does Lessor 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 instead the parties agree 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 Lessor, or for the execution of any or all of the functions set forth herein above or in the NAC's capacity as airport sponsor.

37. **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, 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.

Lessee for itself and its representatives, assigns, agents, servants, designees, 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 or any other expressly protected class under federal or state law, 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 or any other expressly protected class under federal or state law, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. c.) Lessee shall use the 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, the Lessor shall have the right to terminate the Lease, and to re-enter and re-possess said land, order the removal of the 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 Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that nothing in this 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 large part by grants from the Federal Aviation Administration ("FAA") and/or Massachusetts Department of Transportation ("MassDOT"), or its precursor entity, 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/or the MassDOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to Norwood Memorial Airport, and thus, any commercial activity authorized on the premises of this Lease may be subject to competition from others, on or off the Airport. Lessor has the right to amend this Lease to comply with all existing and future FAA and/or MassDOT grant assurances and applicable laws and regulations.

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 the Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the 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.

38. **Reserved Rights.** In addition to any rights reserved by Lessor hereunder, 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 NAC by the FAA and/or MassDOT or its precursor entity, including but not limited to entering the Airport's leased premises for any reason and/or amending or terminating any lease agreement.

39. **Environmental Indemnity.** Lessee covenants and agrees, at its sole cost and expense, to indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to Lessor) and hold Lessor and the NAC, and their respective agents, servants, employees, heirs and/or assigns harmless against and from any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements incurred in investigating, defending against, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against the Town and/or the NAC, or the Premises, and/or arising directly or indirectly from or out of: (A) the release or threat of release of any hazardous materials on, in, under or affecting all or any portion of the Premises or any surrounding areas, regardless of whether or not caused by or within the control of Lessee; (B) the violation of any environmental laws relating to or affecting the Premises or the Lessee, whether or not caused by or within the control of Lessee; (C) the failure of Lessee to comply fully with the terms and conditions of this Amended and Restated Lease, as amended; (D) the violation of any environmental laws in connection with other premises of Lessee which gives or may give rise to any rights, whatsoever in any party with respect to the Premises by virtue of any environmental laws; or (E) the enforcement of this Amended and Restated Lease, as amended, including, without limitation, (i) the costs of assessment, containment and/or removal of any and all hazardous materials from all or any portion of the Premises or any surrounding areas, (ii) the costs of any actions taken in response to a release or threat of release of any hazardous materials on, in, under or affecting all or any portion of the Premises or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and (iii) costs incurred to comply with the environmental laws in connection with all or any

portion of the Premises or any surrounding areas. Lessor's and the other indemnified parties' rights under this Amended and Restated Lease, as amended, shall be in addition to all rights of Lessor and the NAC under any and all other documents or instruments evidencing, securing or relating to the Amended and Restated Lease, as amended, applicable laws and regulations, and such other documents or instruments, as amended or modified from time to time, being herein referred to collectively as the "Lease Documents", and payments by Lessee hereunder shall not reduce Lessee's obligations and liabilities under any of the Lease Documents.4. Except as specifically modified hereby, all of the terms and conditions of the Amended and Restated Lease, as amended, are hereby ratified and shall remain in full force and effect.

Witness the execution hereof under seal by the parties hereto as of February 15, 2017.

LESSEE:

Peter Eichleay,
as Trustee of
S&T REALTY TRUST OF NORWOOD


Peter Eichleay, Trustee

LESSOR:

TOWN OF NORWOOD, acting through its
NORWOOD AIRPORT COMMISSION

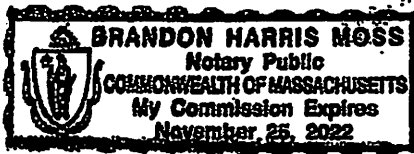
By: 

Mark P. Ryan, Chairman

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 15th day of February, 2017, before me, the undersigned notary public, personally appeared the above named Peter Eichleay proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose for and on behalf of S & T Realty Trust of Norwood, in his capacity and pursuant to his authority as Trustee thereof, and who swore or affirmed to me that its contents are truthful and accurate to the best of his knowledge.

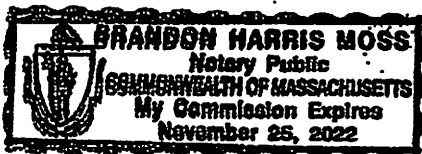


Brandon H. Moss
Brandon H. Moss, Notary Public
My commission expires: 11/25/22

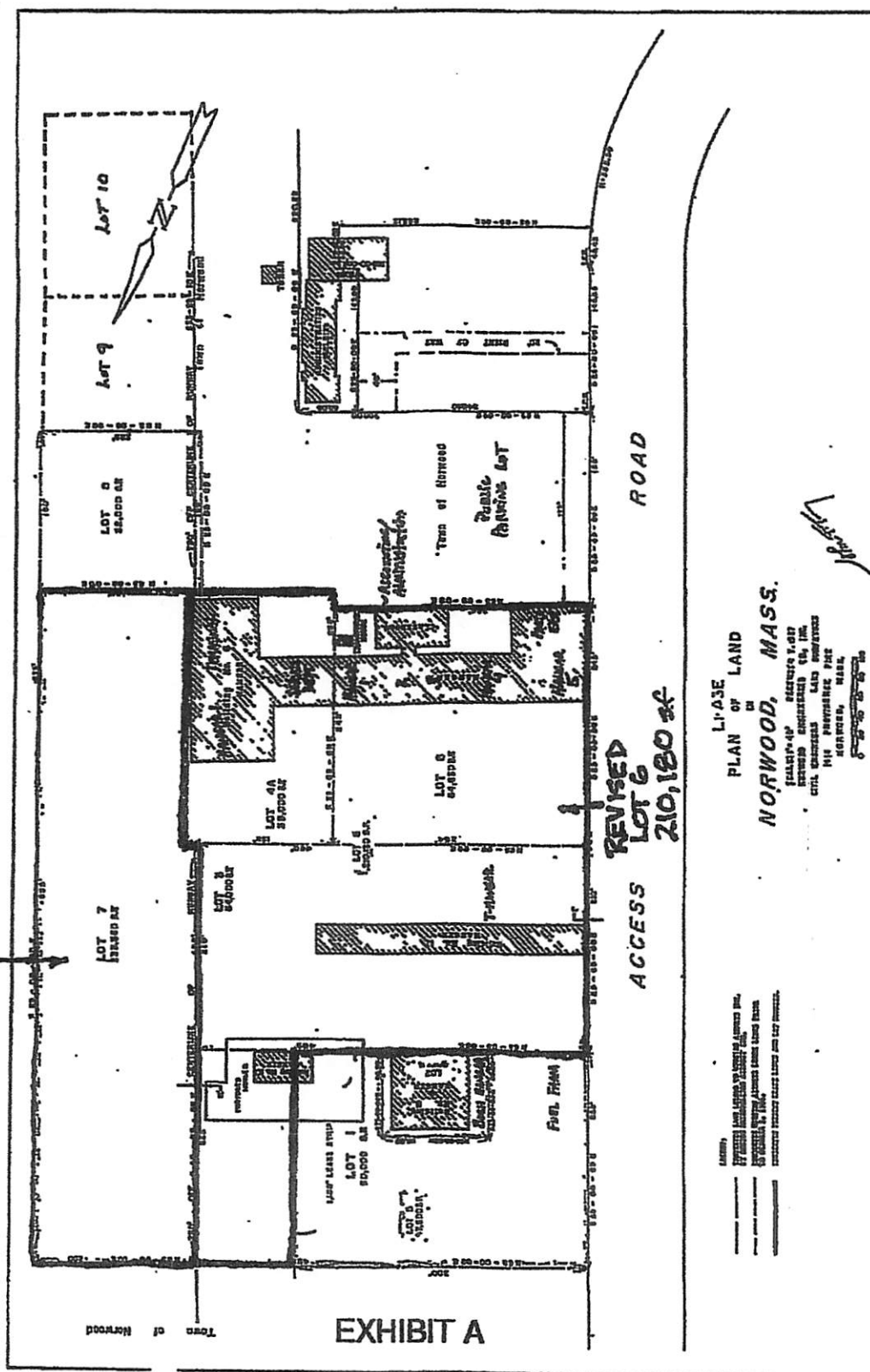
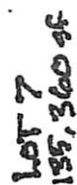
COMMONWEALTH OF MASSACHUSETTS

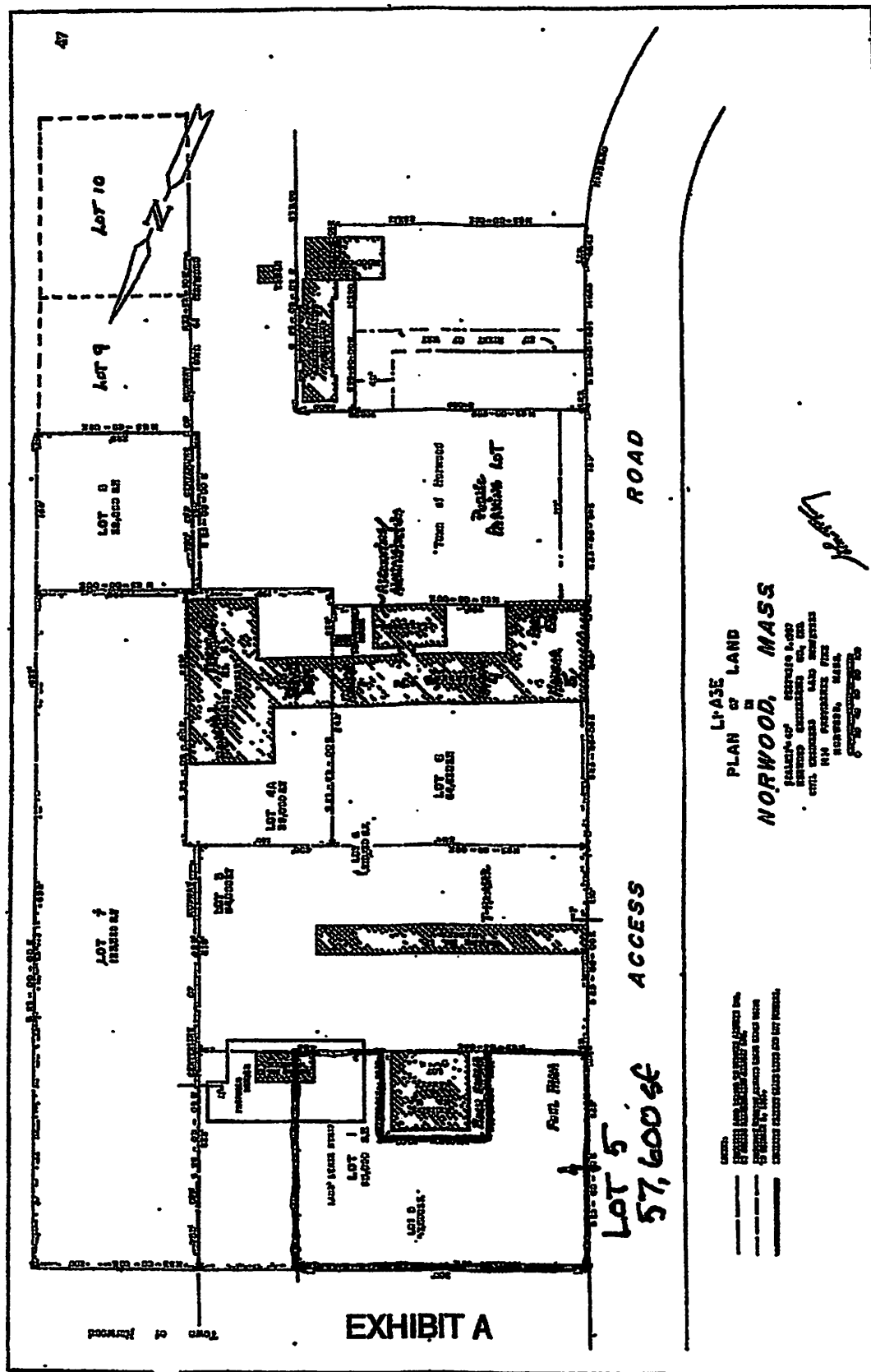
Norfolk, ss.

On this 15th day of February, 2017, before me, the undersigned notary public, personally appeared the above named Mark P. Ryan, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, for and on behalf of the Norwood Airport Commission, in his capacity and pursuant to his authority as Chairman thereof, and who swore or affirmed to me that its contents are truthful and accurate to the best of his knowledge.



Brandon H. Moss
Brandon H. Moss, Notary Public
My commission expires: 11/25/22





NOTICE OF LEASE

Notice is hereby given, pursuant to the provisions of Massachusetts General Laws, Chapter 183, Section 4, of the following lease:

LESSOR: The Town of Norwood

LESSEE: Boston Metropolitan Airport, Inc.

DATE OF EXECUTION: December 13, 1967

DESCRIPTION OF PREMISES: That parcel of land at Norwood Memorial Airport, containing 330,000 square feet as more particularly described as a certain parcel of land shown as Parcel 2 on the Exhibit A property plan attached to a Grant Agreement relating to the development of the Norwood Memorial Airport, Norwood, Massachusetts, under FAAF Project Number 9-19-019-C803, said Parcel 2 being also shown as Parcel 1 on a plan entitled Plan of Land in Norwood, Mass., dated February 23, 1963, W.R. Ryan, Civil Engineer, recorded in Norfolk Registry District of the Land Court together with the deed to the Town of Norwood of said parcel. Said parcel is the same parcel of land described in Certificate of Title No. 83911, filed with the Norfolk County Registry District of the Land Court, and shown as Lot No. 219 on Land Court Plan 15269-3.

TERM: Twenty (20) years commencing December 13, 1967.

RIGHTS OF EXTENSION: Three (3) successive twenty (20) year periods.

Reference is hereby made to the original Notice of Lease, dated May 21, 1987, and recorded as Document No. 529829 with Certificate of Title No. 83911; and to a second Notice of Lease executed February 7, 1992, and recorded as Document No. 630693 with Certificate of Title No. 83911 giving notice of the exercise of the right of extension for the period December 13, 1987 to December 12, 2007; and to a third Notice of Lease executed February 7, 1992, and recorded as Document No. 630694 with Certificate of Title No. 83911 giving notice of the exercise of the right of extension for the period December 13, 2007 to December 12, 2027. Notice is hereby expressly given of the exercise of the right of extension for the period December 13, 2027 to December 12, 2047.

The parties further expressly acknowledge that this Notice of Lease is being executed pursuant to the provisions of the Lease.

WITNESS the execution hereof this 15 day of February, 2017.

Town of Norwood

By: Norwood Airport Commission

By: 
Mark P. Ryan, Chairman

Lot 5 Extension
① NAC to BMA
1,100' strip
Extended to 12/12/47

Boston Metropolitan Airport, Inc.

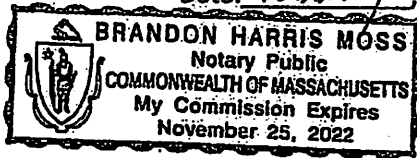
By: [Signature]
Michael Pendergast, President

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk, ss: _____

Before me, personally appeared the said Mark P. Ryan, Chairman of the Norwood Airport Commission, to me known to be the same person described in the foregoing instrument, and acknowledged the foregoing instrument to be the free act and deed of the Norwood Airport Commission.

Date: February 15, 2017



[Signature]
NOTARY PUBLIC
My Commission Expires 11/25/22

COMMONWEALTH OF MASSACHUSETTS

Norfolk
County of Barnstable, ss: _____

Before me, personally appeared the said Michael Pendergast, to me know to be the same person described in the foregoing instrument, and acknowledged the foregoing instrument to be the free act and deed of Boston Metropolitan Airport, Inc.

Date: 02/16, 2017

[Signature]
NOTARY PUBLIC
My Commission Expires 04/04/19

Brandon H. Moss
bmoss@mhtl.com

January 3, 2017

VIA OVERNIGHT MAIL
AND EMAIL (9-AWA-AGC-Part-16@faa.gov)

Office of the Chief Counsel
Attention: FAA Part 16 Docket Clerk AGC-600
Federal Aviation Administration
800 Independence Ave., S.W., Room 900E
Washington, D.C. 20591

***Re: Part 16 Complaint: Boston Executive Helicopters v. Town of Norwood,
Massachusetts and Norwood Airport Commission; Docket No. 16-15-05
Respondents' Response to Complainant's Pleadings and Motion to Strike
November 29, 2016 Filing***

Dear Sir or Madam:

The Respondents in the above-referenced matter, the Town of Norwood, Massachusetts and the Norwood Airport Commission (collectively, "Respondents"), hereby respond to the November 29, 2016 and December 15, 2016 filings by the Complainant, Boston Executive Helicopters ("BEH"). For the reasons set forth below, the Respondents request that the Federal Aviation Administration ("FAA") strike BEH's November 29, 2016 filing because it is untimely under 14 C.F.R. § 16.19 and is inconsistent with the procedures for pleadings under 14 C.F.R. § 16.23. In addition, the Respondents request that the FAA determine that the Respondents have complied with the Grant Assurances, dismiss BEH's Part 16 Complaint, and decline to take any further action.

I. ARGUMENT

A. The Respondents request that BEH's November 29, 2016 filing be stricken.

As an initial matter, the Respondents respectfully request that the FAA strike BEH's November 29, 2016 filing. This November 29, 2016 filing, comprised of approximately one-hundred fifty-two (152) pages in total, is inconsistent with the applicable procedures under 14 C.F.R. Part 16 and is untimely.

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On its plain face, BEH's November 29, 2016 filing (on pages 5, 6 and 8 through 16)¹ attempts to address arguments raised by the Defendants in their Rebuttal – a pleading that the Respondents filed with the FAA on July 9, 2015, approximately sixteen (16) months beforehand. There is no procedure under 14 C.F.R. Part 16 allowing BEH to file a further reply to the Rebuttal. See 14 C.F.R. § 16.23. For that reason alone, BEH should not be allowed to have a second bite at the proverbial apple, by re-arguing the same issues that were previously addressed in BEH's Complaint, the Respondents' Answer, BEH's Reply, and the Respondents' Rebuttal. To allow BEH to further litigate such issues creates a risk of never-ending pleadings and filings in the pending Part 16 action.

Nor has BEH provided any good cause for the unjustified delay in its attempt to re-litigate previously discussed issues or its attempt to raise new issues. The issues that BEH attempts to discuss in on pages 2 through 4 of its November 29, 2016 filing – including the FlightLevel Norwood, LLC ("FlightLevel") leaseholds on Lots 5, 6 and 7 and the Verizon Communications ("Verizon") sublease – involved factual developments pre-dating the filing of BEH's Complaint on or about March 9, 2015. By contrast, the Supplemental Rebuttals filed by the Respondents related to factual developments occurring after the filing of the last pleading – the Defendants' Rebuttal – so that the FAA would be fully informed of all issues and be in a position to make a decision on the current and complete record.

As discussed below, BEH had actual and/or constructive knowledge of FlightLevel's 2014 request to extend leases for Lots 6 and 7, FlightLevel's request to extend a sublease for Lot 5, and FlightLevel's request for a short-term lease of Lot 5 – because BEH's President, Christopher Donovan ("Mr. Donovan"), and BEH's attorney were present at the April 9, 2014 meeting at which these leasing matters were discussed. See Exhibit 147.² BEH could have, but failed to, proffer argument in its March 9, 2015 Complaint concerning Lots 5, 6 and 7 and Lots

¹ The Respondents previously discussed two (2) of the cases cited on pages 15 and 16 of BEH's November 29, 2016 filing in their Answer (filed on May 8, 2015) and their Rebuttal (filed on July 9, 2015). Those cases are Jacquelin R. Ashton and Kent Ashton v. City of Concord, NC, FAA Docket No. 16-02-01 (Director's Determination, August 22, 2003; Final Agency Decision, February 27, 2004) and Flightline Aviation, Inc. v. City of Shreveport, FAA Docket No. 16-07-05 (Director's Determination, March 7, 2008). These cases are consistent with the Respondents' clear concern with the litigation and financial risks resulting from BEH's conduct, and serve as justification for the resulting actions taken by the Respondents to address such risks.

² For purposes of consistency, the Respondents continue the sequence of exhibit numbering from their previously filings. Unless otherwise specified (*i.e.*, "BEH Exhibit ____"), all exhibits identified herein are the Respondents' exhibits.

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A, B, C – because the factual basis for such allegations (which are contested) arose nearly one (1) year beforehand.

Moreover, the Verizon sublease – the so-called “Surplus Land” – was initially raised as an issue in BEH’s Complaint and responded to (and disputed) by the Respondents in their May 8, 2015 Answer. Coincidentally, one of the attorneys that BEH previously used in its dealings in late 2015 for a lease and commercial permit from the Norwood Airport Commission (“NAC”) was the same attorney used by the sub-lessor for the Surplus Land, Annex Realty Trust, in its earlier negotiations with the Respondents for consent to the sublease of the Surplus Land. Therefore, BEH should not be permitted to re-litigate the Surplus Land indefinitely – particularly where there have been no new factual developments arising out of the Surplus Land.

To the extent that BEH attempts to contest the Respondents’ Motions for Leave to File First, Second, Third and Fourth Supplemental Rebuttals, the Respondents respectfully request that the FAA strike such arguments as untimely and waived. In that regard, 14 C.F.R. § 16.23(j) requires that any amendment or supplement to the pleadings made upon motion. In turn, 14 C.F.R. § 16.19 requires that an answer to such a motion be filed within ten (10) days after the motion has been served.

In this case, the Respondents filed Motions for Leave to File the Supplemental Rebuttals on the following dates: (1) June 13, 2016 (First Supplemental Rebuttal); (2) June 17, 2016 (Second Supplemental Rebuttal); (3) September 2, 2016 (Third Supplemental Rebuttal); and (4) November 10, 2016 (Fourth Supplemental Rebuttal). BEH ignored the ten (10) day deadline to oppose these Motions for Leave to File the Supplemental Rebuttals, notwithstanding 14 C.F.R. § 16.23(j). BEH did not respond to any of the foregoing Motions for Leave to File the Supplemental Rebuttals. In fact, since the June 8, 2015 filing of its Reply, BEH had not made any other filings or submissions with the FAA until BEH’s November 29, 2016 filing. Therefore, the Respondents respectfully request that any attempt to contest those Supplemental Rebuttals should be deemed untimely and waived.

B. The assertions in BEH’s November 29, 2016 filing are factually incorrect.

The November 29, 2016 filing is replete with speculation, conjecture and unsupported accusations – without supporting factual or documentary support. In large part, BEH attempts to assert its own perceptions and conclusions as factual occurrences, yet such perceptions and conclusions are faulty, based on mischaracterizations, and entirely incorrect. For example, BEH routinely uses the word “apparent,” even though there is simply no basis to support BEH’s arguments other than misplaced and unsupported speculation. Aside from the procedural defects

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– which are discussed above and constitute a basis for striking BEH’s November 29, 2016 filing
– the Respondents respectfully request that the FAA decline to credit the speculation, conjecture and unsupported accusations in BEH’s November 29, 2016 filing.

1. BEH misstates the lease negotiations between the NAC and FlightLevel.

BEH’s attempt to characterize lease negotiations between the NAC and FlightLevel as “secret” or improper is incorrect. Rather, BEH ignores the background of the leases of Lots 5, 6 and 7 at Norwood Memorial Airport (“Airport”) and therefore fails to account for the context of FlightLevel’s requests to extend its leaseholds on those parcels. It is important to note that, to date, the NAC and FlightLevel have not executed: a written lease for Lot 5, a written extension of the leases for 6 and 7; or a written consent to extend the sublease of Lot 5 to 2047.

By way of background, Lot 5 is part of the leasehold subject to the master Lease Agreement (“Master Lease Agreement”) between the Town of Norwood (“Town”) and Boston Metropolitan Airport, Inc. (“BMA”), executed on or about December 13, 1967. This Master Lease Agreement had an initial twenty (20) year term, with three (3) separate options to renew, each exercisable by BMA. BMA has since exercised all of the options to renew, and accordingly BMA’s leasehold will expire in 2047. See Exhibit 150.

S&T Realty Trust of Norwood (“S&T Realty Trust”) is BMA’s sublessee for Lot 5. S&T Realty Trust directly leases Lots 6 and 7 from the Town, acting through the NAC; Lots 6 and 7 are not part of the Master Lease Agreement with BMA. Peter Eichleay (“Mr. Eichleay”) serves as Trustee of S&T Realty Trust and President of FlightLevel.

The proposed extensions of the leases of Lots 5, 6 and 7 originated from FlightLevel’s January 22, 2014 request to the NAC, which discussed FlightLevel’s upcoming capital investment projects at the Airport. See Exhibit 147 at Tab A.³ Specifically, FlightLevel identified an approximate investment of \$2,250,000 at the Airport for a CAP Ramp Rejuvenation and Hangar Complex Construction Project (“CAP Project”), conditional on financial approval (pending a sufficient leasehold amortization term). See id. This CAP Project included the conditional subscription of hangar tenants. See id.

³ For purposes of consistency, the Respondents continue the sequence of exhibit numbering from their previous filings.

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Because of the sizeable investment encompassed by the CAP Project, along with the lengthy amortization period that it represented as being required for a return on the investment and positive cash flow, FlightLevel sought to lease Lots 5 (including extending its sublease), and Lots 6 and 7 through 2050, for an overall leasehold of thirty-five (35) years. See id. As part of this request, FlightLevel represented that the proposed overall lease term was “in our experience, customary for the size of investment that’s being made.” See id.

FlightLevel identified other fixed-base operator (“FBO”) locations where it had made similar investments and was “afforded terms similar to what we’ve requested here and by the same logic (i.e. length of term commensurate with investment size).” See id. FlightLevel identified the benefits for the extended overall lease term as including the securing of “long term dependable revenue for the Town,” “additional business for the airport and FlightLevel,” and “sufficient investment security for us [*i.e.*, FlightLevel] and our financiers.” See id.

In its November 29, 2016 filing, BEH: alleges that FlightLevel “for years failed to follow the language in its leases”; characterizes Lot 5 as being “in disrepair and noted as deplorable on inspections from the Massachusetts Department of Transportation”; and accuses FlightLevel of trying to place cleanup responsibility on the NAC. Yet, BEH provides no evidentiary support for these accusations, which should be rejected because they are baseless, unsubstantiated and devoid of any supporting documentation. Cf. 14 C.F.R. § 16.23(b)(2), (3). To the contrary, as FlightLevel’s January 22, 2014 letter makes clear, FlightLevel has continued to invest in and improve the Airport. See Exhibit 147 at Tab A. BEH has also failed to distinguish FlightLevel from the conduct of prior FBO businesses operating at the Airport, which previously used the leaseholds of Lots 5, 6 and 7.

On March 5, 2014, FlightLevel requested “a simple letter of intent from the [NAC] indicating the mutual desire to extend our leases such that we have the necessary term to amortize our upcoming airport investments (see my letter to commission dated 1/22/14 for more details).” See id. at Tab B. The impetus for this requested letter of intent was to provide FlightLevel “the comfort we need to start spending the money immediately such that we get the project done according to the timeline we’ve identified with the understanding that it could take weeks or perhaps months to get the actual lease extensions completed.” See id. FlightLevel raised a concern that waiting until the completion of leases could delay the CAP Project, while jeopardizing tenants’ commitments and financing. See id.

The open session and executive session minutes for the NAC’s April 9, 2014 meeting are enclosed in Exhibit 148. Significantly, Mr. Donovan (BEH’s President) and BEH’s attorney were present at the April 9, 2014 meeting and actively participated during that meeting. See id.

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A copy of the April 9, 2014 posted meeting agenda is enclosed as Exhibit 149 – this posted agenda expressly identified executive (closed) session as a topic.

As a public body, the NAC is subject to the Massachusetts Open Meeting Law, Massachusetts General Laws Chapter 30A, Sections 18 to 25, which governs the procedures for conducting meetings of public bodies. Under Massachusetts General Laws Chapter 30A, Section 21, a public body may deliberate certain topics in executive (closed) session. Notably, one of the purposes for executive session involves real estate (Purpose 6): “To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.” See Mass. Gen. Laws ch. 30A, § 21(a)(6) (emphasis added). Therefore, to the extent that the NAC discussed the lease of Lots 5, 6 and 7, it did so in accordance with an expressly authorized Purpose 6 under the Massachusetts Open Meeting Law.

It is flatly incorrect for BEH to now suggest, over two-and-a-half (2 ½) years later, that the lease discussions for Lots 5, 6 and 7 were secretive or improper. Given the posted meeting agenda, and Mr. Donovan’s attendance and active participation during the meeting, it is axiomatic that Mr. Donovan – and BEH – knew that the NAC was entering executive session at the April 9, 2014 meeting.

During the executive session of the April 9, 2014 meeting, the NAC discussed FlightLevel’s requested lease extensions for Lots 5, 6 and 7. See Exhibit 148. In particular, the NAC voted to require FlightLevel to explain the investment for extending the lease of Lot 5 to 2047, and subjected that extension to review by the Massachusetts Department of Transportation (“MassDOT”). See id. Given FlightLevel’s identified capital project on Lots 6 and 7, the NAC voted to extend the lease for those parcels to 2050, contingent on construction commencing no later than December 31, 2017. See id.

In accordance with, and subsequent to the NAC’s vote, on April 15, 2014 Airport Manager Russ Maguire, A.A.E., ACE (“Airport Manager”) provided FlightLevel with a letter of intent to negotiate an extension of the leases for Lots 5, 6 and 7 (as well as approving a short-term lease extension of Lots A, B, C, which had been otherwise set to expire within approximately six (6) months). See Exhibit 147. By its express terms, and contrary to the assertion by BEH, the April 15, 2014 letter from the Airport Manager did not operate to conclusively extend the lease terms for Lots 5, 6 and 7 – it only constituted a conditional letter of intent.

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BEH's description of the role and actions of the Airport Manager is thus unsupported and nothing more than a gross mischaracterization. The Airport Manager was the recipient of FlightLevel's request for a letter of intent to negotiate extensions of Lots 5, 6 and 7, and the Airport Manager subsequently communicated the NAC's intentions to FlightLevel, after the NAC first discussed the extensions.

In his April 15, 2014 letter, the Airport Manager noted that an extension of the sublease for Lot 5 required approval by the FAA and the MassDOT Aeronautics Division (successor to the Massachusetts Aeronautics Commission), per the Master Lease Agreement between the Town and BMA. See id. Moreover, the Airport Manager stated that the NAC "is receptive to extending the Lots 6, 7 lease to 2050 conditional on *Flight Level* at least commencing construction of the Civil Air Patrol (CAP) apron hangar complex no later than December 31, 2017." See id. (emphasis added in part and in original in part).

BEH has not explained how it obtained the "copy of the lease extension granted to Flight Level" that was included as BEH Exhibit 178 – a completely false and inaccurate allegation. Exhibit 178 is not a final signed document, was not prepared or approved by the Respondents or their legal counsel, and therefore the content thereof cannot be imputed to the Respondents. Additionally, BEH apparently suggests that BEH Exhibit 178 is an all-encompassing document pertaining to Lots 5, 6 and 7 – but, from its face, is only limited to Lot 5, primarily between BMA and S&T Realty Trust.

That said, at the present time, the Respondents have not executed any lease documents pertaining to Lots 5, 6 or 7. Nor has the FAA or MassDOT affirmatively precluded the Respondents from extending or entering into any leases with S&T Realty Trust – BEH Exhibit 177 instead reflects the FAA's declination to review or take any position on the proposed extension of the sublease of Lot 5 given BEH's pending Part 16 complaint. To the extent that such lease documents are executed in the future, the NAC intends to include language required by the Corrective Action Plan in FAA Docket No. 16-07-03 ("Corrective Action Plan") – indeed, the draft document included in Exhibit 178 did not contain such language. Moreover, as discussed below, the NAC has required FlightLevel to provide justification of FlightLevel's need to amortize its investment as a precondition to granting approval of extending FlightLevel's leaseholds on Lots 5, 6 and 7 – consistent with FAA guidance.

As noted in the April 15, 2014 letter from the Airport Manager, the extension of leaseholds for Lots 5, 6 and 7 was dependent upon the occurrence of certain circumstances, including, in the case of Lots 6 and 7, construction for the CAP Project commencing by December 31, 2017. As it turns out, FlightLevel started construction of the CAP Project prior to

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the December 31, 2017 deadline – as of the NAC’s October 19, 2016 meeting, the erection crew was on-site and the building was expected to be completed within six (6) to eight (8) weeks from that time. See Exhibit 150. An additional update provided by FlightLevel at the NAC’s November 16, 2016 meeting extended the completion date to January 2017. See Exhibit 153.

At its October 19, 2016 meeting, the NAC discussed the proposed extension to the leaseholds of Lots 5, 6 and 7 in open session, during the public portion of the October 19, 2016 meeting. See Exhibit 150. Mr. Donovan was present at that October 19, 2016 meeting, including during the open session discussion on Lots 5, 6 and 7. See id. Given Mr. Donovan’s presence for this discussion, it is particularly concerning that BEH has lodged unsupported and incorrect accusations concerning the status of FlightLevel’s request to extend the leaseholds on Lots 5, 6 and 7 – BEH knew or should have known that such accusations were incorrect when BEH made its subsequent November 29, 2016 filing.

During the October 19, 2016 meeting, Mr. Eichleay provided a presentation to justify the necessity of the extension of the leases for Lots 6 and 7 through 2050, and for a lease of Lot 5 through 2050 (after the BMA Master Lease Agreement expired). See id.; Exhibit 151. BEH’s November 29, 2016 filing ignores the presentation made by Mr. Eichleay at the October 19, 2016 public meeting attended by Mr. Donovan.

By extending its leaseholds for Lots 5, 6 and 7, FlightLevel expected to secure funding required for completing the CAP Project and to plan for future projects. See Exhibit 151. FlightLevel’s presentation noted that the total investment of the CAP Project was \$2.5 million, with approximately \$1.2 million of the investment on Lots 6 and 7, and the remainder of the investment on Lot 5. See id. Because of the total \$2.5 million investment, FlightLevel represented that an extension through 2050 was required in order to amortize the value of the investment. See id. Additionally, during the presentation, FlightLevel identified plans to invest in a new hangar near the existing T-Hangar bays with successful tenant subscription. See id.

In turn, the NAC made conditional votes to approve a short-term lease for Lot 5 and extend the lease terms for Lots 6 and 7. See Exhibit 150. These votes were contingent upon the following conditions: (1) FlightLevel must provide a personal guarantee or letter of credit; (2) FlightLevel must provide adequate spill insurance; and (3) FlightLevel must provide a plan that includes a fuel site plan stamped by a licensed engineer or surveyor. See id. Along with FlightLevel satisfying the aforementioned conditions, a written, fully executed lease amendment (for Lots 6 and 7) and lease agreement (for Lot 5, for the period of 2047 to 2050), along with a written assent (for Lot 5 through 2047), will be required before the proposed extended leaseholds for Lots 5, 6 and 7 are effective.

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The FAA has specifically recognized that “fixed-base operators making capital investments are given longer term leases to amortize their investment.” See Aviation Center, Inc. v. City of Ann Arbor, Michigan, FAA Docket 16-05-01 (Director’s Determination, December 16, 2005). Thus, in Aviation Center, the FAA recognized that a complainant, who proposed to make a capital investment, had “earned the right to a longer term lease.” See id. Similarly, in Pacific Coast Flyers, Inc. v. County of San Diego, California, the FAA held that, “[w]hen necessary, fixed-term leases are granted for the minimum number of years adequate to allow a lessee to amortize, and receive a reasonable return on, the lessee’s investment in leasehold improvements.” FAA Docket No. 16-04-08 (Director’s Determination, July 25, 2005) (holding that thirty (30) year lease term “not per se unreasonable” in light of investment).

Moreover, Chapter 12 of FAA Order 5190.6B (September 2009) states that “[m]ost tenant ground leases of 30 to 35 years are sufficient to retire a tenant’s initial financing and provide a reasonable return for the tenant’s development of major facilities.” See FAA Order 5190.6B § 12.3.b.(3). Here, the proposed leases for Lots 5, 6 and 7 are consistent with FAA requirements, because of FlightLevel’s demonstrated need to amortize its investment and obtain financing. To the extent that BEH suggests a deviation from the required lease provisions set forth in the Corrective Action Plan, such a suggestion is unfounded, as the final lease documents for Lots 5, 6 and 7 have not been executed and the NAC will act in accordance with the Corrective Action Plan and FAA guidance.

2. BEH’s arguments concerning the Verizon sublease – also known as the “Surplus Land” – are unfounded.

On page 2 of its November 29, 2016 filing, BEH alleges that it “recently learned” about the sublease of Airport property to Verizon. (Emphasis added). This allegation is equally mystifying and incorrect – on pages 7, 8, 21 and 22 of its March 9, 2015 Complaint, BEH specifically challenges the sublease of the Surplus Land to Verizon for non-aviation use. It is inappropriate for BEH to suggest that this is a new issue or that it was only “recently learned” – particularly where related arguments were made by BEH in its Complaint and disputed by the Respondents in their Answer in the above-referenced Part 16 proceeding.

In the interests of efficiency, the Respondents refer to and incorporate herein their Answer, which addresses the Verizon sublease of the Surplus Land on pages 37 to 39 of that document. The Auto Storage Lease Agreement (BEH Exhibit 180⁴) executed by the NAC and

⁴ The handwriting and markings appearing on BEH’s exhibits were not made by the Respondents.

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the Annex Realty Trust – from which the Verizon sublease derives – is dated July 1, 2007, prior to the Corrective Action Plan. Regardless, as noted on pages 37 to 39 of the Respondents' Answer, the Surplus Land is not suitable for aeronautical purposes, and the NAC previously engaged the FAA in 2010 about the Verizon sublease, given the non-aeronautical use involved. The NAC has explored all options before determining that the Surplus Land is not suitable for aeronautical use.⁵

The NAC's consent to the Verizon sublease is consistent with the "Sub-lease/Assignment" clause to the Auto Storage Lease Agreement, and does not reflect any intent or attempt to defy FAA requirements. To that end, this "Sub-lease/Assignment" clause provided that approval was not to be unreasonably withheld in certain circumstances – including the Verizon sublease – and therefore the Auto Storage Lease Agreement was not renegotiated at the time that the Verizon sublease was proposed. BEH's arguments on this point are sheer conjecture – couched in BEH's "apparent" perception – and devoid of any actual or credible factual support. Again, it is unfortunate the BEH has drawn its own conclusions concerning the Respondents' intent, without any support, and attempted to pose such faulty conclusions as facts, which they are not.

In any event, contrary to BEH's assertion, to the extent that the NAC could be required to use the Surplus Land for aeronautical use in the future, the paragraph entitled "Lessee's Use of Space" in the existing Auto Storage Lease Agreement is consistent with the Corrective Action Plan. Specifically, this "Lessee's Use of Space" paragraph states: "In utilizing the Space, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government, to include those of the Lessor." See BEH Exhibit 180. While the Respondents respectfully submit that the Auto Storage Lease Agreement is compliant with applicable FAA requirements, this "Lessee's Use of Space" paragraph amounts to a subordination clause and provides the Respondents an avenue to address the lease and sublease for the Surplus Land should the FAA conclude otherwise.

⁵ BEH suggests that a commercial permit is required for the Surplus Land. However, Verizon's use of the Surplus Land is not an aviation-related activity, and therefore does not meet the definition of "commercial activity" under Section III of the Norwood Airport Minimum Standards. See Exhibit 36.

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3. BEH previously refused NAC's offer for a lease and delayed its responses to the NAC's lease offers.

On pages 4 and 5 of its November 29, 2016 filing, BEH disputes that it refused the NAC's lease offer and it separately contests the NAC's prior lease offers. In the interests of efficiency, the NAC refers to its Answer (pages 24 to 33), Rebuttal (pages 6 to 18), Second Supplemental Rebuttal, and Fourth Supplemental Rebuttal, for a full and complete discussion of the prior lease offer that BEH rejected (at the NAC's April 9, 2014 meeting, which is also shown on Exhibit 148) and the NAC's subsequent conditional lease offers of increasingly larger parcels on the Airport.

The lease offer that BEH rejected at the NAC's April 9, 2014 meeting was an 83'x83' parcel, or approximately 6,889 square feet. Even though BEH rejected this lease offer, during its February 11, 2015 meeting, the NAC voted to offer Parcel A (approximately 11,786 square feet) to BEH, or nearly double the lease offer that BEH had previously rejected. See Exhibit 68. The NAC's June 17, 2016 offer of Parcels A and B on the West Apron is more than double the February 11, 2015 offer (or approximately 23,572 square feet). See Exhibits 101, 146, 147. Yet, rather than comply with the conditions in these offers, BEH's conduct has been nothing short of defiance, delay, confrontation and litigation.

On page 4 of the November 29, 2016 filing, BEH also attempts to re-litigate the Part 13 Complaint initiated by former NAC Member Oulton Hues, Jr. ("Mr. Hues"). Exhibit 96, which accompanied the Respondents' Answer, contains the NAC's March 6, 2015 response to the January 15, 2015 letter from Mary T. Walsh ("Ms. Walsh") of the FAA's Airports Division for the New England Region. Since the NAC's March 6, 2015 response, the FAA has taken no further action in response to Mr. Hues' Part 13 Complaint.⁶

The most recent offer made by the NAC occurred on June 17, 2016, encompassing an FBO commercial permit and lease, and this offer was modified through the elimination of a condition at the NAC's October 19, 2016 meeting. See Exhibit 150. BEH's objection to this lease offer – given BEH's reference to a 1977 license (BEH Exhibit 191) – is entirely unfounded, because the NAC offer was for both Parcels A and B on the West Apron of the Airport. There is no support for BEH's supposition that the NAC's lease offer for the West Apron was influenced or restricted by the 1977 license, nor is there any support for BEH's suggestion that the NAC

⁶ BEH claims that FlightLevel controls approximately 561,764 square feet of space at the Airport. However, the March 15, 2015 response to Ms. Walsh identified 536,130 square feet as being leased to FlightLevel. See Exhibit 96 at 4.

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has acted improperly in its disclosures to the FAA. This is yet another example of BEH making accusations without support in fact or reality.

It should be noted that, rather than make either or both of Parcels A and B on the West Apron available to the public through a competitive bidding process, in an effort to encourage competition, the NAC's offer for Parcels A and B on the West Apron was made directly to BEH. This lease offer was not made subject to the 1977 license and BEH's argument to the contrary is both entirely unfounded and another example of BEH's unwillingness to work with the Respondents. BEH also has not explained how FlightLevel is successor-in-interest to Donald J. Moore, Jr., to whom the letter identifying a license was addressed, or how it apparently concludes that the license is currently effective. See BEH Exhibit 191.

Only on July 8, 2016 – after eleven (11) of the twelve (12) claims in the pending federal lawsuit between BEH and the Respondents were dismissed – did BEH, through its attorney, respond to the NAC's June 17, 2016 offer, in the form of questions (rather than accepting the offer). The NAC did not receive the July 8, 2016 until after the agenda for its July 13, 2016 meeting had already been posted. The NAC did not meet in August 2016 because of summer schedules. Further, the NAC's Vice Chairman, who has actively participated at NAC meetings concerning BEH's lease and permitting issues, was absent from the NAC's September 14, 2016 meeting. Accordingly, the October 19, 2016 meeting was the earliest that the July 8, 2016 letter from BEH's attorney could have been discussed.

4. BEH's arguments concerning BEH's business plan and financial information are incorrect and moot.

BEH devotes a substantial part of its November 29, 2016 filing to discussing the third party independent review by Aviation Management Consulting Group ("AMCG"). What BEH fails to account for in its discussion are the extensive delays created because of BEH's refusal to provide the NAC with a proper business plan and financial operations – including, but not limited to, the purported Confidentiality Agreement that BEH insisted upon, which violated Federal and Massachusetts Law. These issues are discussed on pages 25 through 30 of the Answer and pages 8 through 16 of the Rebuttal – another example of BEH attempting to re-litigate issues that were addressed previously by the parties. BEH claims that other airport businesses were not required to provide information, yet unreasonably ignores the financial information previously required for prospective FBOs at the Airport. See Answer at 30-31; Exhibits 69-73.

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In any event, AMCG completed its review during the fall of 2015 and a review of BEH's business plan and financials is no longer outstanding. The June 17, 2016 offer by the NAC, as originally made and as modified by the NAC's October 19, 2016 vote, did not include any requirements concerning BEH's business plan and financials, given AMCG's review.

C. BEH's assertions pertaining to the June 17, 2016 offer, as modified, are meritless.

On page 6 of its November 29, 2016 filing, BEH claims that the requested line of credit/personal guaranty, spill insurance, and fueling plans are new issues that were not requested previously. This argument defies logic, and the actual dealings between the parties, as discussed in the Respondents' Answer and Rebuttal. Equally meritless is BEH's December 15, 2016 filing, which contains a copy of a December 12, 2016 letter to the NAC – sent by BEH nearly two (2) months after the NAC addressed the conditions to the June 17, 2016 offer. It also should be noted that FlightLevel, in its request to extend the leaseholds for Lots 5, 6 and 7, is being subject to the same conditions. See Exhibit 150.

Contrary to BEH's assertions, the Respondents have not imposed changing requirements upon BEH – instead, BEH has engaged in a pattern of delays and defiance in satisfying conditions for an FBO permit and lease. This is reflected in the delays and refusals by BEH in providing financial information to the NAC, before an alternative: an independent third party reviewer, who evaluated BEH's financial information based on documents that BEH submitted to him and which BEH would not provide to the NAC. Moreover, this is also reflected in the outstanding guaranty (replaced by a letter of credit), proof of spill coverage, and fueling plan, which still have not been resolved even though these items were required in the February 11, 2015 lease offer and notwithstanding follow-up efforts to address these items since then.

The NAC's February 11, 2015 lease offer was expressly contingent upon BEH providing, *inter alia*, a personal guaranty and proof of insurance; the draft lease accompanying the lease offer similarly included an insurance requirement. See Exhibit 68; Answer at 28-29. As noted on pages 28, 29, 31 of its Answer and 14-15 of its Rebuttal, the NAC is within its rights as an airport sponsor by imposing these conditions to protect itself, Airport users, and the general public from financial, litigation, environmental and safety risks. Subsequent discussions between the parties' attorneys involved whether BEH would provide a guaranty – BEH at first refusing to provide a personal guaranty, then asserting that there were no guarantors for its obligations and that it could not provide a guaranty. See Rebuttal at 14-15.

Via email dated August 24, 2015, BEH's attorney unilaterally offered a purported letter of credit lieu of a personal guaranty. See Exhibit 152. Thus, it was BEH – not the NAC – who

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first proposed a letter of credit as security for its obligations, and only after dragging out the NAC's efforts to obtain security for BEH's obligations and to minimize risk and exposure to the Respondents and the general public. The NAC did not accept BEH's purported letter of credit because of its concerns with the validity of the letter of credit, including whether it was a valid document from Bank of America (the financial institution identified on the document) or whether it was a document Bank of America would even approve. See Exhibit 152.

It is therefore unreasonable for BEH to attempt to distance itself from providing a letter of credit, given that the concept of a letter of credit originated from BEH. Further, the letter of credit is a simple calculation, yet BEH still has not met the requirement for providing a suitable letter of credit to the NAC. In any event, because of BEH's longstanding refusal to provide a guaranty, in an attempt to resolve this point of dispute, the NAC's June 17, 2016 offer was an accommodation of BEH's position.

BEH has wavered in the reasons for why it would not provide evidence of spill coverage – BEH's changing positions are described on page 17 of the Respondents' Rebuttal. Suffice it to say that BEH has never provided evidence of spill coverage, even though FlightLevel, the incumbent FBO, has maintained such coverage. Because of BEH's proposed fueling operations, and BEH's status as a new entrant as an FBO, the Respondents' requirement for BEH to maintain spill coverage is reasonable. The Respondents should not be expected to assume any financial or other risks from BEH proposing to maintain less spill coverage than FlightLevel – particularly given BEH's lack of experience as an FBO as compared to the experience of FlightLevel as an incumbent FBO.

Because BEH proposes to store and sell fuel to the public, the NAC is within its rights for requiring BEH to maintain spill coverage. BEH is only being requested to provide spill coverage commensurate with the spill coverage maintained by FlightLevel – which is equal footing. There is no reason why BEH cannot obtain spill coverage prior to receipt of an FBO permit – otherwise, with an FBO permit in hand, there is a risk that BEH may not have spill coverage in place at the time it commences storage and sale of fuel to the public.

Turning to BEH's fueling plan, it was the NAC, not BEH, who first identified BEH's 2013 fueling plan as being outdated circa June 23, 2015. By that point, BEH had actual or constructive knowledge, months prior, that its prior fueling plan was rendered moot because of the injunction issued in the pending litigation between BEH and FlightLevel on March 6, 2015. See Rebuttal at 17-18; Exhibit 131.

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On June 23, 2015, the NAC, through its attorney, requested that BEH provide a revised, scaled fueling plan because of this injunction. See Rebuttal at 17-18; Exhibit 131. That same day, BEH's attorney represented that "BEH's fueling plan has been revised in light of events"; however, and notwithstanding requests from the NAC, through its attorney, BEH did not provide a revised fueling plan until December 12, 2016 – even though this issue was raised approximately one-and-a-half (1 ½) years beforehand. See Rebuttal at 17-18; Exhibit 131.

Even then, the purported fueling plan accompanying BEH's December 12, 2016 letter is deficient. As a starting point, this purported fueling plan is not stamped by a professional engineer. Yet, it was a requirement of the NAC's June 17, 2016 offer that BEH provide a fueling plan prepared by a professional engineer – the same requirement imposed on FlightLevel as well. See Second Supplemental Rebuttal; Exhibit 150. Absent preparation by a professional engineer, the purported fueling plan is unreliable, a concern given the financial, safety and environmental risks arising out of fuel storage and sales.

Also, the purported fueling plan is not to scale, despite BEH's representation to the contrary. The 57.5' distance on the purported fueling plan appears to be half the length of the 67' distance delineated, and the 67' distance is close to being the same length as the 125' distance. Without proper scaling, the depictions on the purported fueling plan are meaningless and do not address setback and safety concerns. Additionally, many items are missing from the purported fueling plan; for example, the purported fueling plan does not include property lines, which are very important for ensuring that BEH is not encroaching upon abutting properties outside of its leasehold and for confirming that the representations on the purported fueling plan are more than illusory.

BEH's objection to the size of the leasehold in the NAC's June 17, 2016 offer is without merit. The NAC's June 17, 2016 offer – Parcels A and B on the West Apron of the Airport, representing approximately 23,572 square feet – is nearly four times the lease area that the NAC originally offered in 2014, and nearly double the lease area that the NAC offered on February 11, 2015 (which was Parcel A on the West Apron).

While the NAC offered Parcel A in 2015, the NAC left it open for BEH to submit a proposal for Parcel B when a request for proposals was issued, to effectively double BEH's space on the Airport. Ultimately, by making the June 17, 2016 offer, the NAC decided against a request for proposals for Parcel B, and instead directly offered Parcels A and B to BEH without a competitive procurement open to the public, to assist BEH in realizing its intentions to operate an FBO. Through its offers, the NAC has continued to increase the amount of lease space offered to BEH even though BEH has not demonstrated an actual need to increase the size of the

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proposed leasehold. Nor has BEH simply accepted any of the lease offers – rather, BEH has continued to challenge the NAC and acted in a dilatory manner.

BEH's apparent refusal to accept Parcels A and B on the West Apron is in conflict with BEH's prior conduct. To that end, in seeking third party consultant review of its business plan and financial records in 2015, BEH sought to have the consultant consider "the entire West Ramp," even though, at the time, the NAC offered only Parcel A to BEH. See Exhibits 124 and 125. This was reflected in the edits that BEH's attorney made to the proposed engagement letter for the third party consultant. Now, apparently (based on BEH's November 29, 2016 and December 15, 2016 filings), the lease offer for Parcels A and B is not enough for BEH.

BEH's request for a larger leasehold than Parcels A and B on the West Apron is inconsistent with its requested parity with FlightLevel. FlightLevel's transient area is approximately 25,000 square feet. By comparison, Parcels A and B on the West Apron are close in size (approximately 23,572 square feet) and sufficient to accommodate and fuel multiple Cessna Citation Sovereign jets, the largest jets that the Airport can handle. See Second Supplemental Rebuttal at 2. The proposed BEH leasehold measures 284' x 83', which can easily accommodate three (3) Cessna Citation Sovereign jets – given that the wingspan of those jets is 72'4", leaving plenty of room between the jets and for maneuvering.

If BEH requires additional space after it commences operations as an FBO, it can pursue the DC-3 Apron when the lease on that parcel expires in the short-term future, in 2018. BEH previously could have – but chose not to – submit a proposal in 2013 when the NAC issued a request for proposals for the DC-3 Apron. See Answer at 36. Nonetheless, the DC-3 Apron will be available for procurement when the current five (5) year lease expires.

At its October 19, 2016 meeting, the NAC modified the June 17, 2016 offer by eliminating a requirement that the pending litigation be resolved. The removal of this condition was to foster a resolution with BEH – and not with any mal-intent, as BEH suggests. By removing this condition, the Respondents remained exposed to litigation and financial risk, notwithstanding FAA recognition that an airport sponsor can take actions to guard against such risk. See *Jacquelin R. Ashton & Kent J. Ashton v. City of Concord, N.C.*, FAA Docket No. 16-02-01 (Director's Determination, August 22, 2003); *FlightLine Aviation, Inc. v. City of Shreveport through Shreveport Airport Authority*, FAA Docket. No. 16-07-05 (Director's Determination, March 7, 2008); *Glyn Johnson d/b/a Zoo City Skydivers v. Yazoo County & Yazoo County Port Commission*, FAA Docket No. 16-04-06 (Director's Determination, February 9, 2006).

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D. The Respondents have attempted to work with BEH to establish a second FBO at the Airport.

BEH's claim that the Respondents are trying to foster a monopoly by FlightLevel could not be any further from actuality. Indeed, the United States District Court (Stearns, J.) dismissed BEH's antitrust claims against the Respondents ("2015 BEH Lawsuit"). See Exhibit 145. In any event, while the NAC never issued a request for proposals for a second FBO, the NAC has continued to make offers to BEH to accommodate its stated intention to operate an FBO, while at the same time insisting upon conditions to safeguard the Respondents, Airport users, and the general public against litigation, financial, environmental and safety risks and concerns. Again, BEH's characterizations of the alleged conduct of individual NAC Members and the Airport Manager⁷ are unsupported and incorrect, and contradicted by the ongoing efforts by the NAC to make offers to FlightLevel for an FBO permit and lease.

BEH refers to a lawsuit filed in the United States District Court for Massachusetts in October 2016, National Union Fire Insurance Co. of Pittsburgh, PA v. Town of Norwood et al. ("2016 Lawsuit"). See BEH Exhibit 206. The 2016 Lawsuit is an insurance coverage dispute, resulting from the 2015 BEH Lawsuit, and whether there is an obligation for the Respondents' insurer, National Union Fire Insurance Co. of Pittsburgh, PA ("National Union"), to defend, pay defense costs, or indemnify the Respondents from any claims, liabilities, causes of action, or damages which are the subject of the 2015 BEH Lawsuit. The Respondents have no control over the decision by the Plaintiff in that case, to include BEH as a party defendant.

This 2016 Lawsuit does not address the conduct of the Respondents in connection with BEH's FBO permit and lease requests. If anything, the 2016 Lawsuit demonstrates the untoward litigation and financial risk placed upon the Respondents arising out of BEH's conduct – the type of considerations that the FAA has allowed an airport sponsor to consider in its dealings with an airport business. See Jacquelin R. Ashton & Kent J. Ashton v. City of Concord, N.C., FAA Docket No. 16-02-01 (Director's Determination, August 22, 2003); FlightLine Aviation, Inc. v. City of Shreveport through Shreveport Airport Authority, FAA Docket No. 16-07-05 (Director's Determination, March 7, 2008); Glyn Johnson d/b/a Zoo City Skydivers v. Yazoo County & Yazoo County Port Commission, FAA Docket No. 16-04-06 (Director's Determination,

⁷ BEH's suggestion of improper, "secret" meetings is simply incorrect. For example, neither the NAC nor the Airport Manager sanctioned the installation of jersey barriers near the Lot F-Lot G boundary; instead, this was a private dispute by and between BEH and FlightLevel, which is currently being litigated in Norfolk Superior Court.

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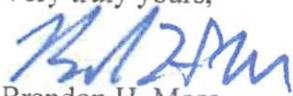
February 9, 2006). The Respondents are presently defending the 2016 Lawsuit, which is linked to and resulting from the 2015 BEH Lawsuit filed by BEH.

II. CONCLUSION

For the reasons stated herein, and in their prior filings, the Respondents respectfully request that the FAA: (1) strike BEH's November 29, 2016 filing; (2) dismiss BEH's above-referenced Part 16 Complaint; (3) decline to investigate BEH's above-referenced Part 16 Complaint; (4) determine that the Respondents have complied with the FAA's Grant Assurances; and (5) take no further action in the above-referenced matter. Please let me know if I can provide any additional information in the FAA's review of the above-referenced Part 16 Complaint.

Thank you for your courtesy in this matter.

Very truly yours,


Brandon H. Moss

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CERTIFICATE OF SERVICE

I, Brandon H. Moss, counsel to the Respondents, Town of Norwood, Massachusetts and Norwood Airport Commission in Boston Executive Helicopters, LLC v. Town of Norwood, Massachusetts and Norwood Airport Commission, FAA Docket No. 16-15-05, hereby certify that on this 3rd day of January 2017, a copy of the foregoing document was served via overnight mail and email as follows:

Complainant, Boston Executive Helicopters, LLC (one copy):

Timothy I. McCulloch, Esquire
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2375 East Camelback Road, Suite 750
Phoenix, AZ 85016
TMcCulloch@hinshawlaw.com

FAA Part 16 Airport Proceedings Docket (original and three (3) copies):

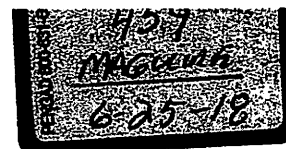
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Brandon H. Moss

Since 1995, AIP funding has been used at Norwood Memorial Airport for the following ramps:

AIP #3-25-0037-27-2006	West apron
AIP #3-25-0037-26-2005	DC-3 apron and a portion of lots 6,7
AIP #3-25-0037-14-1998	Portion of lot 7
AIP #3-25-0037-23-2004	Most of lots A,B,C
AIP #3-25-0037-30-2010	Portion of lots A,B,C



FlightLevel Norwood, LLC Justification for Lease Extensions

October 2016

Prepared by:



FLIGHTLEVEL
AVIATION

Prepared for:



Norwood Airport
Commission
(NAC)

MHTL000569

This presentation serves to provide the NAC with an overview of FlightLevel's (FL) recent, on-going and future capital improvements which justify the lease extensions FL has been seeking on Lease Lot 6/7 and Lease Lot 5.

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MHTL000570

In early 2014, prior to commencing preliminary site work on its 20,000+ SqFt hangar complex, FL requested that the two leases critical to the project (the Lot 5 BMA sublease, and the Lot 6/7 direct lease with the NAC), be extended out to 2050 to provide contractual rights of access to the future facility, and sufficient term to amortize the investment.

CONDITIONS:

By letter dated April 15, 2014, the NAC established the following conditions:

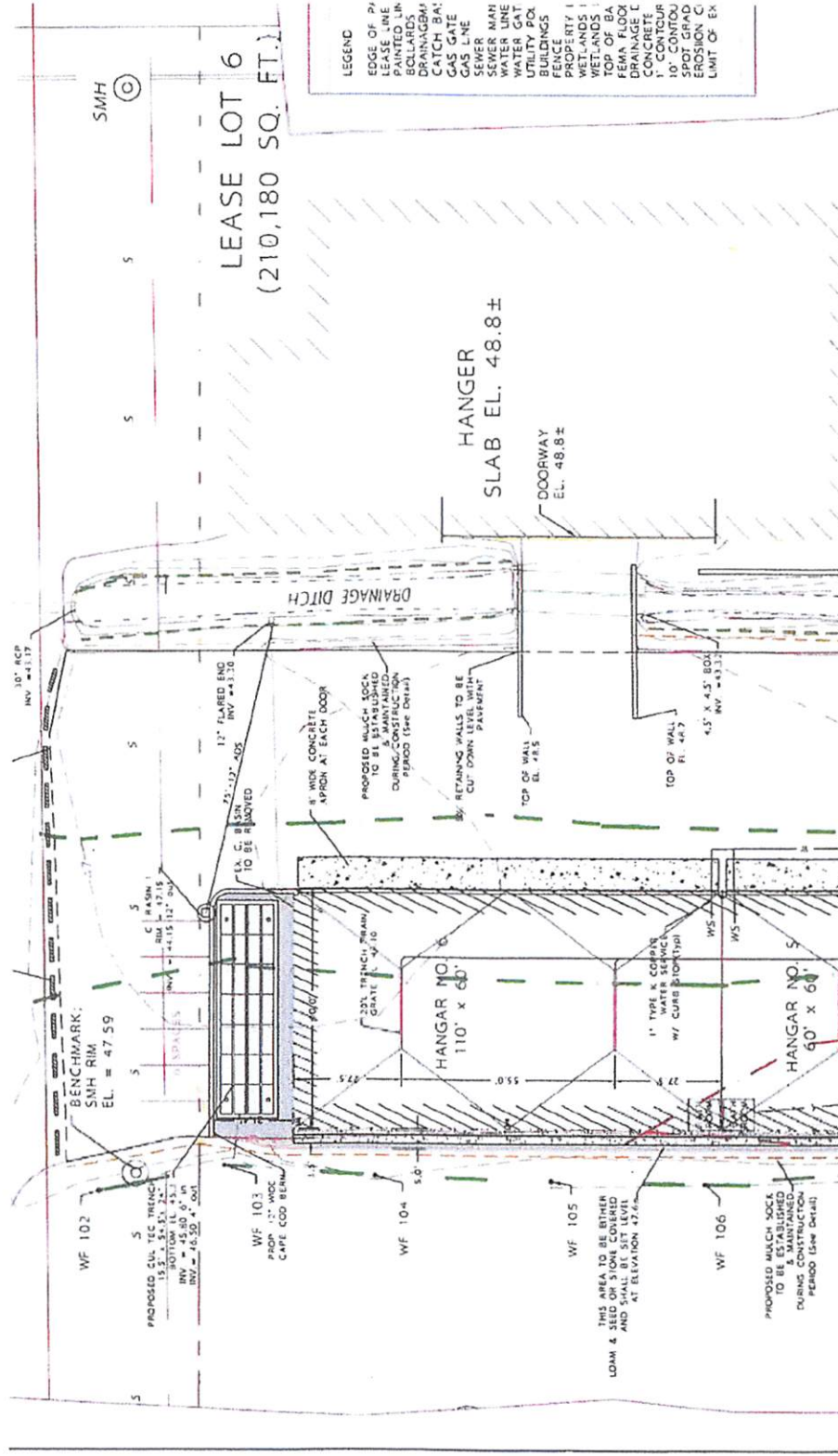
- The Lot 5 BMA Sublease could be extended upon satisfactory review by the FAA and Massachusetts Department of Transportation (Aeronautics Division), per conditions set forth in the prime lease between the Town of Norwood and BMA, Inc.
- The Lot 6/7 lease could be extended provided FlightLevel commence construction of the CAP hangar complex no later than December 31, 2017.

THESE CONDITIONS HAVE BEEN MET:

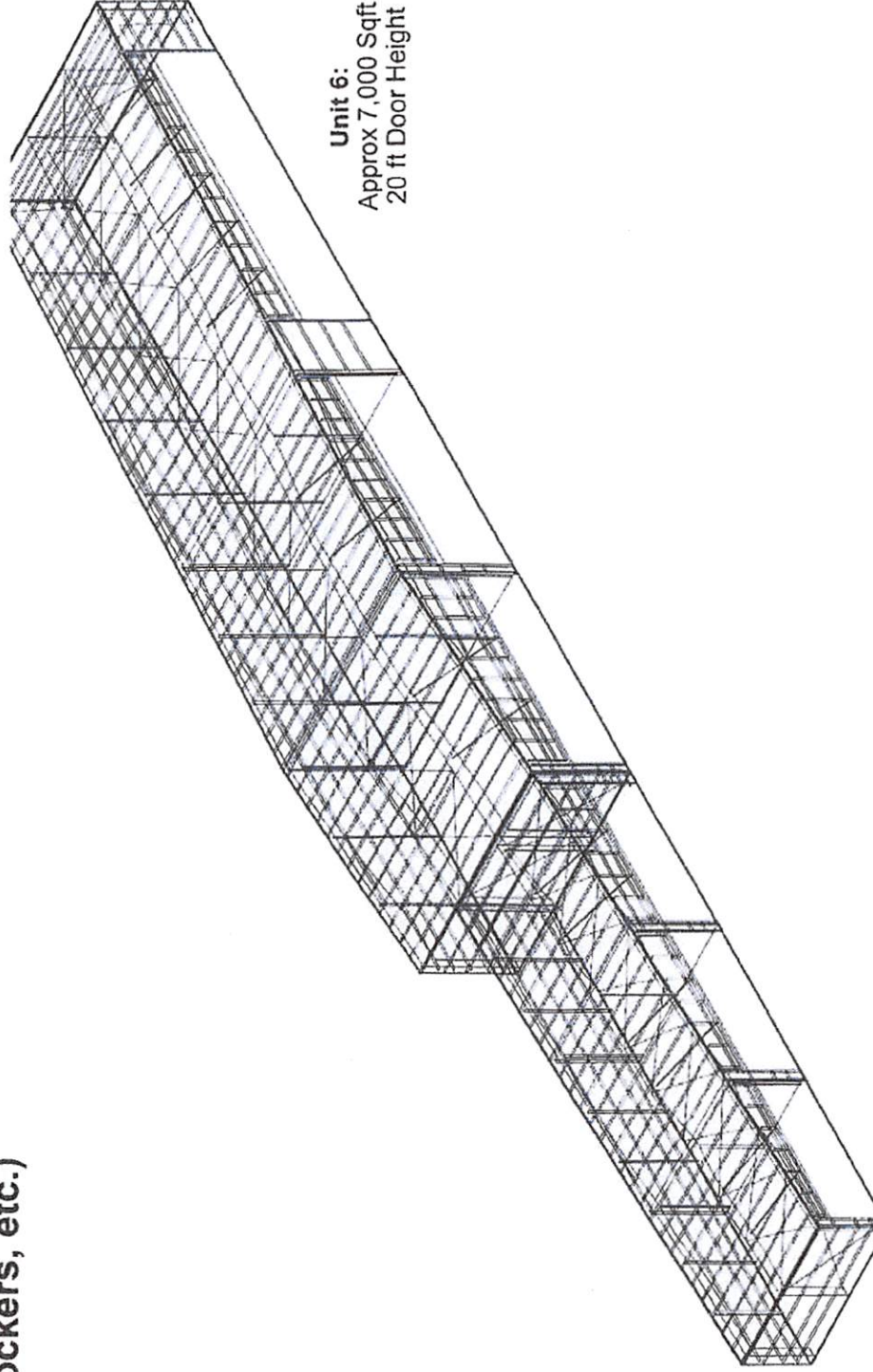
- The Lot 5 BMA Sublease extension has been presented to and reviewed by the FAA and Massachusetts Department of Transportation (Aeronautics Division), and neither regulatory agency has elected to interpose any objection.
- BMA has presented the NAC with its election to extend its prime lease out to 2047, and has negotiated an extension of the Lot 5 Sublease that has been reviewed and approved by NAC counsel.
- FL and NAC counsel have settled on language that will add Lot 5 to the Lot 6/7 lease for the final three years following its reversion to the Town in 2047.
- With respect to the Lot 6/7 lease, FL commenced construction of the CAP hangar complex well in advance of the December 31, 2017 deadline, and anticipates that with the extension of the Lot 5 and Lot 6/7 agreements, it will secure funding to complete the project by December 31, 2016.

Approximately \$1.2 million of FlightLevel's \$2.5 million CAP Hangar Project resides within the Lot 6/7 lease premises (the remainder is on lot 5). The Lot 6/7 lease currently goes through 2026.

Lot 6/7 Portion of CAP Hangar Project



Unit 6 is the project's largest hangar bay and cost driver due to the door height/width, beam spans and customized appointments (bathroom, LED lighting, additional storage lockers, etc.)



Unit 6:
Approx 7,000 Sqft
20 ft Door Height

Source: Erectube

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The total \$2.5 million dollar investment requires an extension out to 2050 in order to amortize the value of the investment.

Initial Loan Values

Loan Amount:	\$2,300,000.00	Number of Payments:	136
Annual Interest Rate:	4.2500%	Periodic Payment:	\$33,645.67
Loan Date:	09/01/2016	1st Payment Due:	09/01/2016
Payment Frequency:	Quarterly	Last Payment Due:	06/01/2050
Total Interest Due:	\$1,692,380.04	Total All Payments:	\$3,992,380.04

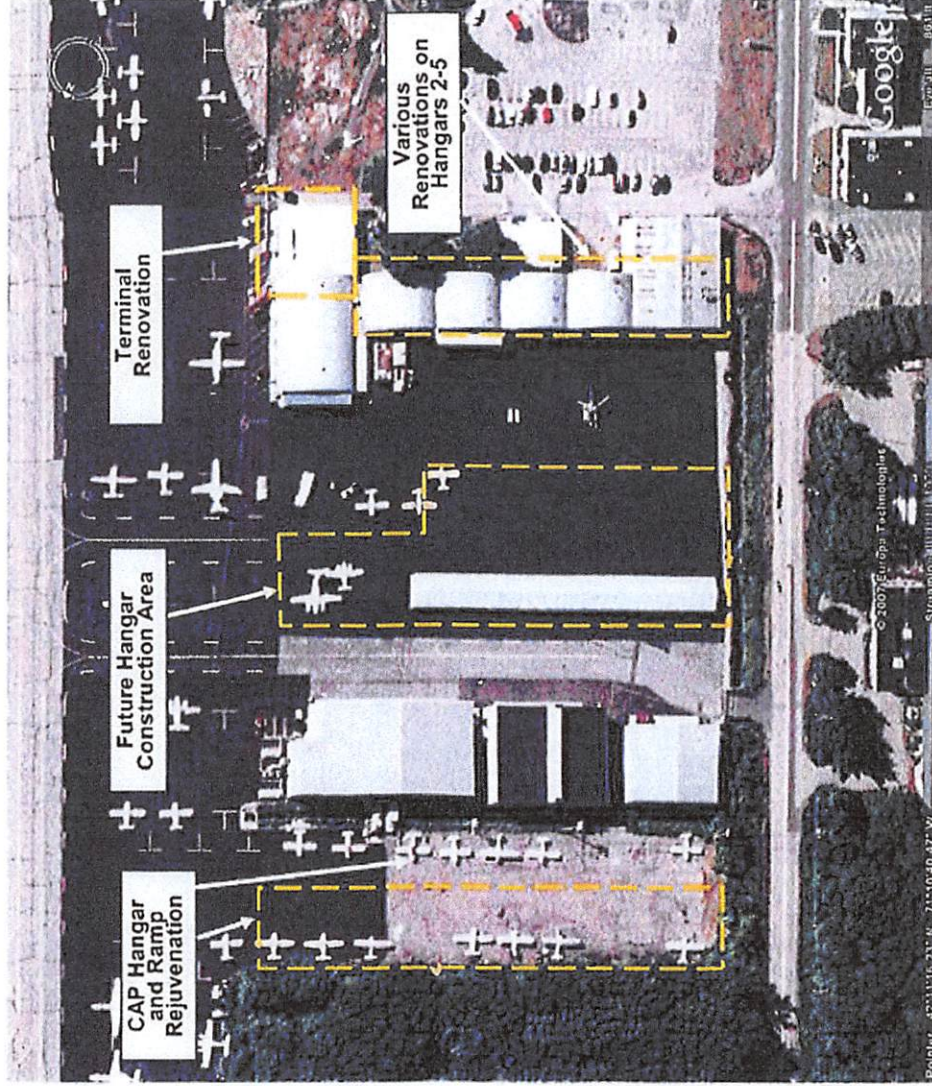
Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	09/01/2016	0.00	0.00	0.00	2,300,000.00
1:1	09/01/2016	33,645.67	0.00	33,645.67	2,266,354.33
2:1	12/01/2016	33,645.67	24,080.01	9,565.66	2,256,788.67
	2016 Totals:	67,291.34	24,080.01	43,211.33	
	Running Totals:	67,291.34	24,080.01	43,211.33	
3:1	03/01/2017	33,645.67	23,978.38	9,667.29	2,247,121.38
4:1	06/01/2017	33,645.67	23,875.66	9,770.01	2,237,351.37
5:2	09/01/2017	33,645.67	23,771.86	9,873.81	2,227,477.56
6:2	12/01/2017	33,645.67	23,666.95	9,978.72	2,217,498.84
	2017 Totals:	134,582.68	95,292.85	39,289.83	
	Running Totals:	201,874.02	119,372.86	82,501.16	

Source: Internal

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FlightLevel has preliminary plans to invest in a new Hangar near the existing T-Hangar-bays within the next 5 years assuming successful tenant subscription.



Source: Internal, Google Earth

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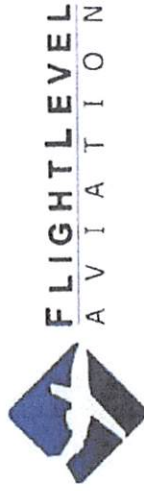
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Capital Improvement Project Matrix: 2014-2022

Project Description	Approximate Date Span	Approximate Investment \$ Amount	Location	Status
Terminal Renovation, Hangar Heat Oil-to-Gas Conversion, Hangar Roof Repair/Replacement, Refinishing of Maintenance Hangar Floor, Repave Tassos Parking, Reside and Paint Hangar 2, 5 Complex, Various Crack Seal	2014-2016	\$650,000	Lot 5/7	Complete
CAP Ramp Rejuvenation and 20,325 sqft Multi-Unit Hangar Complex Construction	2014-2015	\$2,500,000	Lot 5, 6/7	Near Completion: Conditional Financing Approved (Pending Sufficient Leasehold Amortization Term), Hangar Tenants Conditionally Subscribed
18,000 sqft Box Hangar Construction, 1-bay Demolition	2020-2022	Estimated \$2,850,000 (TBD)	Lot 6/7	Tentatively Planned
Grand Total		\$6,000,000		

Source: Google Earth, FlightLevel

The extensions have been negotiated and the vast majority of the paperwork completed. FL is respectfully requesting that the NAC approve execution of the extension documents at this time so the financing required for the completion of the CAP Hangar project may be released.



It's about quality service.

Every time you land. Every time you take off.
And every moment in between.

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