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68000 SR. 51 litru .5AM - myr
yd belassno)

DC-3 Apron		
Rent: \$622.08		
December 2020 Rent	Pro-rated as of 12/22/20	\$200.67
January 2021 Rent		<u>\$622.08</u>
		\$822.75

West Apron		
Rent: \$3,051.58		
December 2020 Rent	Pro-rated as of 12/22/20	\$984.38
January 2021 Rent		<u>\$3,051.58</u>
		\$4,035.96

TOTAL DUE: \$4,858.71

⊖ 6717 Square feet in the lot B+H License area, concealed by the NAC/Ryan, until 12/22/2020

The lease for the West Apron overcharges BEH \$279.87 per month for the area BEH can't use for FBO operations.

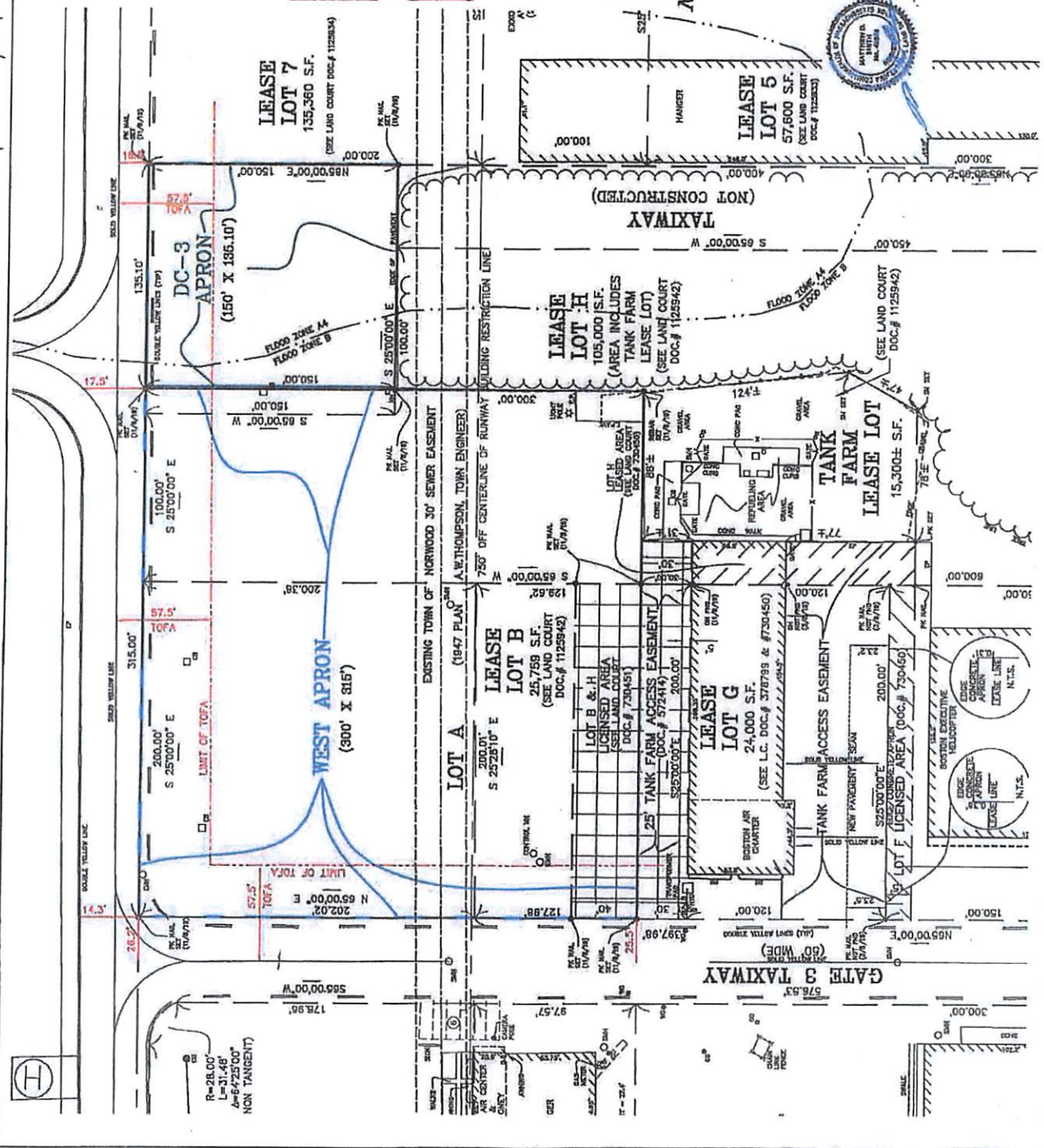
Town owes BEH \$279.87 for January 2021
 \$90.28 for January 2021

BEH Paid the full \$4,858.71, under Protest, as unknown encumbrances exist that Mark Ryan has refused to disclose on 12.29.20.


 Christopher Donovan
 Boston Executive Helicopters

West Apron outside TOFA 73,238 SF
 Licensed area, Conceded @ 6,717 SF
 by NAC/Ryan = 66,521 SF

LAND COURT PLAN 15269-12



	TOTAL AREA	AREA OUTSIDE OF TOFA
WEST APRON	94,500 S.F.	73,238 S.F.
DC-3 APRON	20,285 S.F.	14,930 S.F.
UNIM. LICENSED AREA	8,000 S.F.	9,717 S.F.

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

STAKEOUT SKETCH PLAN
 OF
 "WEST APRON" AND "DC-3"
 AREA
 AT
 NORWOOD MEMORIAL AIRPORT
 125 ACCESS ROAD
 NORWOOD, MASSACHUSETTS
 SCALE: 1" = 40' NOVEMBER 9, 2019

Norwood Engineering
 Norwood Engineering Company, Inc.
 Consulting Engineers, Land Surveyors
 1410 ROUTE ONE, NORWOOD, MA 02062
 TEL (781)762-0143 FAX (781)762-8595



MEASUREMENTS
 FEET 0 20 40 80 120
 METERS 0 20 40

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

December 29, 2020.

Mark Ryan, Superintendent, Norwood DPW
Town Engineer, Chairman, Norwood Airport Commission
Michael Sheehan, Norwood Airport Commission
John Corcoran, Norwood Airport Commission
Russ Maguire, Norwood Airport Manager

Dear Mark, Michael, John, and Russ,

On December 22, 2020 I received the letter from Mark dated December 21, 2020, regarding the leases for the West and DC-3 ramps. This letter, as you know, contains false statements, regarding the leases and encumbrances.

Mark first claims "As you know", regarding my knowledge of the Lot B and H encumbrances or License area. No, I do not know. As the Norwood Town Engineer, licensed in the Commonwealth, and 20-year NAC member, no one is more qualified regarding airport encumbrances than Mark. Mark, Kevin Shaughnessy, Michael Sheehan, Marty Odstrechel, Thomas Wynne, Russ Maguire, and others, concealed numerous encumbrances, including the transfer of the License area for Flight Level Norwood, LLC. (FLN).

- a. In 2005 and 2006, the NAC certified through a claimed title examination, to the FAA, for federal funding, that there were no encumbrances on either the West or DC-3 ramps. The NAC, including Mark, knew this was not true.
- b. In 2007, the NAC, including Mark and Kevin, transferred numerous encumbrances, for FLN, regarding the West and DC-3 ramps. This included the "License" which specifically said it could not be transferred. And was not between the NAC, Town or FLN. The NAC, and the Town, concealed this transfer, until Marks letter of December 21, 2020.
- c. In 2008 Russ conducted a detailed analysis and report regarding the West Apron, for possible hangar construction. Knowing of the encumbrances he left them out of his report presented to the NAC.
- d. In 2013 Mark, Russ, and Tom Wynne, met with the FAA on the West apron, regarding possible hangar construction. They knew of encumbrances which they concealed from the FAA.
- e. In 2014 the NAC paid Dubois and King for a detailed analysis and report of the West and DC-3 ramps. This included analysis of any "restrictions", "develop lease line information", "evaluate encumbrances" on the West and DC-3 ramps, evaluating data, from the NAC, including "plans, deeds, easements, etc.". The NAC, including Russ, knew the detailed report produced did not contain numerous encumbrances, transferred by the NAC, including Mark and Kevin.
- f. In 2014, the NAC, informed the FAA that the "Town of Norwood's Engineering Department", surveyed property lines around Lot's F, G, H, and the West-DC-3 ramps.
- g. In 2015, the NAC produced 2 detailed lease plans of the West apron, encumbrances, including the License area, were not on the plans. The NAC, including Ryan and Russ, knew the plans were not correct.

- h. In 2018, the Town attorney, acting for the NAC, said there were no encumbrances, assignments, easements, use agreements, on Lot B, or the West apron. The NAC, including Mark and Russ, knew this was not true.
- i. In 2018, under oath, Mark, in response to the question: "Do you know if Lots B and H are subject to a license agreement with Flight Level" answered "I do not know that". Mark knew this was not true.
- j. In 2018, both the NAC, including Mark and Keven, with Russ present, voted and approved "The entire West Apron" for lease to BEH, with no encumbrances, or a License. They knew this was not possible.
- k. In December 2018, Mark produced an engineering plan of the West Apron. Mark knew this plan was not accurate, it did not contain the encumbrances, he, and Kevin, had approved for FLN, which they were concealing.
- l. On December 14, 2018, The NAC, including Russ, knew of the encumbrances on the West and DC-3 ramps, concealed from BEH, the FAA, and others.
- m. From August 2019 until December 21, 2020, Mark, and Russ, have intentionally concealed encumbrances, including the License area, when questioned.

This synopsis does not include ALL the numerous plans, drawings, and statements, regarding the West and DC-3 ramps. Mark goes on to state in part that the Lot B and H License was agreed by the NAC on January 24, 1996, providing benefits to the Lessee of lot G and H. This is not true.

My questions regarding this letter, and the July 30, 2019 agreement, which have never been answered:

1. Who has what exact rights to what locations, (West and DC-3 ramps), including the License agreement you reference? What other secret deals impact these ramps?
2. The plan you presented, including the agreement you signed of July 30, 2019, and the leases with plans, on August 15, 2019, promised 72,000 SF on the West apron and 15,295 SF on the DC-3 ramps, for FBO operations. What exact area can BEH conduct FBO operations?
3. You now claim, for the first time, that the West apron may contain 66,512 SF for FBO operations, what is the exact Square Feet and area BEH can:
 - a. Build a hangar, as promised in the July 30, 2019 agreement?
 - b. Park and tie down aircraft, including sub lease parking tie downs?
 - c. Park vehicles and equipment, including fuel vehicles, for FBO operations?
 - d. Conduct FBO operations, in accordance with the leases and presentations to the FAA by Mark, regarding non-exclusive use and rights?
4. What exact encumbrances exist on the West and DC-3 ramps?
5. The depicted DC-3 ramp contains less than the area promised under the July 30, 2019 agreement. Is there 15,295 SF on the DC-3 ramp where BEH can conduct FBO operations?
6. Both the West and DC-3 apron leases approved by the NAC do not contain any reference to any encumbrances or use by another entity (or person(s)), (Section 1, ground space; IV, use of the premise; V, Insurance; VI, assignments, mortgages, or sublease; VII, special conditions; VIII, access and egress; IX, rules and regulations; X, good and sufficient repair; XIV, indemnification of lessor; XVII, lessors right of entry; XXX,

federal and state requirements). Who will provide insurance and liability protection for the area(s) you know claim are encumbered by someone you refuse to identify? This liability insurance must include any operations on the areas you claim are encumbered by unknown individuals or entities?

7. Will the turnaround, promised in the July 30, 2019 agreement, be constructed?
8. Will the Board of Selectmen provide the promised oversight of the Airport, including the NAC?
9. Will the NAC, and the Town, make up the oversight meetings they have refused to hold or attend?
10. Will the NAC, Town, provide the public documents promised in the July 30, 2019 agreement.
 - a. Russ sends out weekly documents which sometime include attorney to attorney communication, when it benefits the NAC, however he withholds public documents, when they may expose actions or secret communication, between the NAC, Town, their attorneys, and others.
 - b. Will Russ be complying with the agreement, placing ALL public documents, and attorney to attorney communication, used by the NAC, on the Web site and available to the public, PRIOR to NAC public meetings? Will Russ post all attorney-to-attorney communication, between the NAC-Town and their attorney(s) and any other individual or entity, including any attorney or representative of an individual or public entity.
11. On December 16, 2020 Mark once again demonstrated his proclivity to conceal communications, ordering Peter Eichleay of FLN, "We request any more emails to be between your counsel and Anderson Kreiger", to circumvent the July 30, 2019 agreement and the Public Records law.
12. As you know, I refused to sign any agreement without the provision including BEH in ALL FAA CAP meetings and ALL FAA communication, regarding the Corrective Action Plan, with the FAA. The NAC-Town promised to provide all communication and allow BEH to attend ALL FAA CAP meetings. Has all communication been provided to BEH regarding the CAP-NAC-Town since the agreement?
13. Has BEH been included in ALL FAA CAP meetings? As you know, I refused to sign any agreement that did not mandate BEH be allowed to attend meetings with the FAA, regarding the CAP. I have been asking since the agreement, if there were meetings with FAA, Russ has refused to answer this simple question.
14. Has the NAC received any communication regarding their support to remove the TOFA/OFA restrictions, on gate lane 3? Has the NAC, any representative or attorney, communicated with the FAA, or anyone, regarding their letter and promise to support the TOFA/OFA removal?
15. Will the NAC, including Russ, stop the retaliation toward BEH?

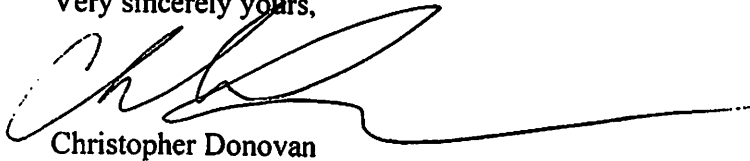
I would like to address the NAC public meetings on December 9, 2020, and December 16, 2020. On December 9, Michael once again placed new demands and conditions on BEH only, in retaliation, once again, for BEH exercising our constitutional rights. The NAC has a well-documented history of retaliation, which continues. On December 7, 2018, the NAC, and the BOS, voted and approved a settlement with BEH. This was at the request of the NAC, and

the BOS, days prior to a scheduled trial in federal Court. Overwhelming evidence through discovery showed the history of retaliation by the NAC. This included the November 2, 2018 FAA decision of violations by the NAC, including retaliation toward BEH by the NAC. Overwhelming evidence also showed the collusion by the NAC and Russ, including a Joint Defense Agreement, whereby the NAC and Russ, worked in secret with FLN, to destroy BEH, preventing competition at the Norwood Airport.

True to form, Michael once again placed new conditions on BEH only, while joining these conditions with the federal action. Demonstrating his proclivity toward retaliation. The NAC then refused to approve the leases for BEH. Just weeks later, true to form again, Michael refused to attend the NAC meeting, to approve the leases. Michael refused to sign the settlement agreement in 2019, although available to attend 3 NAC meetings in one month, where he again placed new conditions on BEH only. Michael was receptive to having the taxpayers pay to defend his illegal conduct. All this retaliation was supported by the full Commission, contrary to the settlement, which has been essentially ignored.

John has now joined the retaliation toward BEH. On December 16, 2020 he made up new conditions for BEH only, regarding the leases. He based this new retaliation on concealed correspondence, once again, from FLN.

Very sincerely yours,



Christopher Donovan

12-21-20



Norwood Memorial Airport

*111 Access Road
Norwood, MA 02062*

Phone: 781-255-5615

Fax: 781-255-5617

Email: airport@norwoodma.gov

December 21, 2020

Boston Executive Helicopters
c/o Christopher Donovan
209 Access Road
Norwood, MA 02062

RE: West Apron and DC-3 Apron Leases

Dear Mr. Donovan:

Attached are the approved leases for the West Apron and DC-3 Apron. We look forward to having Boston Executive Helicopters (BEH) as a tenant and the continued success of the business.

As you know, there is an area within the boundaries of the West Apron known as the Lot B & H Licensed Area. This area is shown on the plan prepared by Norwood Engineering Co., Inc., dated November 9, 2019 and, with the most recent revision date of March 11, 2020.

The B & H Licensed Area and License Agreement were agreed upon by the Norwood Airport Commission on January 24, 1996 and it provides benefits to the lessee of the abutting Lot G and a portion of Lot H. We trust that BEH will work with the lessee of Lot G and portion of Lot H to meet the terms and conditions of the License Agreement.

Please feel free to reach out to Airport Manager Russ Maguire with any questions.

Very truly yours,

Mark P. Ryan
Norwood Airport Commission - Chairman

Office of the Chief Counsel
Attention: FAA Part 16 Docket Clerk AGC-600
Federal Aviation Administration
January 3, 2017
Page 12

NAC to FAA

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.

*NAC tells FAA -
BEH Wrong - No
license on West Ramp -
Ryan-Shaughnessy -
knew this was a lie -
they had concealed the
license transfer*

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.



MURPHY HESSE
TOOMEY & LEHANE LLP

Attorneys at Law

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.

967263v1

300 Crown Colony Drive, Suite 410 Quincy, Massachusetts 02169 T 617.479.5000 . F 617.479.8469
Boston : Springfield , info@mhtl.com www.mhtl.com

HINSHAW

OF COUNSEL

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tmcculloch@hinshawlaw.com
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Phoenix, AZ 85016

602-631-4400
602-631-4404 (fax)
www.hinshawlaw.com

November 29, 2016

VIA UPS OVERNIGHT

Office of the Chief Counsel
Attention: FAA Part 16 Docket Clerk AGC-600
FEDERAL AVIATION ADMINISTRATION
800 Independence Ave. S.W.
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**

Dear Sir or Madam:

Pursuant to 14 C.F.R. §16.19(c), this letter is being sent in opposition to the motion filed by the Town of Norwood (the "Town") and the Norwood Airport Commission ("NAC") (collectively, the "Respondents") titled *Respondent's Motion for Leave to File a Fourth Supplemental Rebuttal* that was received by Boston Executive Helicopters, LLC ("BEH" or "Complainant") on November 10, 2016, as well as to correct certain misstatements and inaccurate allegations in the Respondents' *Rebuttal* dated July 9, 2015 to BEH's Reply in support of its Part 16 Complaint, as well as to the Respondents' *Supplemental Rebuttal* dated June 13, 2016, *Additional Supplemental Rebuttal* dated June 17, 2016, *Third Supplemental Rebuttal* dated September 6, 2016 and *Fourth Supplemental Rebuttal* dated November 10, 2016.

New arguments were raised for the first time by the Respondents in their multiple Rebuttals and BEH respectfully requests that the FAA deny the *Motion for Leave*, as well as consider this correspondence in its consideration of this matter. Listed below are the specific misstatements/inaccuracies by the Town and the NAC, and BEH's responses, as well as additional facts for the FAA's consideration.

- 1. THE NAC HAS SECRETLY EXTENDED LEASES TO FLIGHT LEVEL AGAINST THE ADVICE AND DIRECTION OF THE FAA, VIOLATED FAA LAW BY LEASING PROPERTY TO SPEIGEL REALTY TRUST FOR NON-AERONAUTICAL USE AND ILLEGALLY SUBLEASED PROPERTY TO VERIZON COMMUNICATIONS**

Flight Level Norwood, LLC ("Flight Level") has for years failed to follow the language in its leases and particularly on the lease related to Lot 5 at the Norwood Memorial Airport (the "Airport") which was in disrepair and noted as deplorable on inspections from the Massachusetts

Building on the Barger Tradition

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Arizona California Florida Illinois Indiana Massachusetts Minnesota Missouri New York Rhode Island Wisconsin • London

the safe operation of the runway and Airport. Leasing this Airport property and then allowing a long term sublease is contrary to all FAA guidance and the master plan of the Airport.

2. BEH HAS NOT REJECTED SEVERAL LEASE OFFERS

On page 21 of the first Rebuttal, it is alleged that BEH rejected offers for space on the Airport ramp. This is utterly false. BEH was preliminarily offered a very limited amount of ramp space (less than 16,000 sq ft) which was wholly inadequate to operate a full-service FBO at the Airport. When BEH attempted to explain its position to the NAC, the NAC responded by simply retracting the offer and ignoring BEH's acceptance of the space. Later, when a larger 16,000 SF space became available, the NAC refused to consider leasing the space to BEH now stating that the space was inadequate for an FBO, even though they had offered a much smaller space previously.

As an answer to the FAA's request to the NAC on January 15, 2015 seeking the total ramp space controlled by Flight Level, BEH can inform the FAA that, currently, Flight Level controls approximately 561,764 square feet of space, including ramp space, at the Airport. (Exhibit 190). Contrast this with the "offer" of the West ramp to BEH for approximately 6,889 square feet of ramp space. This is not enough space to properly park one Cessna Citation Jet at the Airport. The NAC then "offered" approximately 11,786 square feet of ramp space to BEH. This will barely fit one such aircraft.

On October 19, 2016, the NAC "offered" approximately 23,572 square feet of ramp space to BEH. This despite the fact that the NAC has approximately 79,298 square feet of ramp space on Lots A, B and C that was previously given to Flight Level but returned after the expiration of the 5 year lease with Flight Level in 2014 and then released to Flight Level. By way of additional example, the NAC recently provided approximately 15,295 square feet of space on the DC-3 lease to an entity owned by the CEO of Flight Level. The NAC has the entire West ramp available at approximately 95,381 square feet of space, but will not "offer" any additional space to BEH.

Thus, while leasing Flight Level 561,764 of ramp space, the NAC expects BEH to operate and compete with Flight Level on 23,572 square feet of space. It is difficult to escape the conclusion that the NAC's "offer" of space is just a thinly veiled attempt to satisfy appearances and escape a FAA finding of an exclusive use or economic discrimination.

The NAC's reticence may also be driven by the fact that Flight Level has a license to control a large portion of the Town's 95,381 square foot West Apron (Exhibit 191). The license was never disclosed even when the NAC used the alleged "West Ramp feasibility study" to delay BEH. The license agreement specifically calls for the licensee to maintain this area. That has not occurred but instead Federal funds were used by the NAC to improve and maintain this area without disclosing the known encumbrances on ramp space. The license also appears to be the reason why the NAC will not lease the entire West Apron to BEH. Thus, the license given to Flight Level ceded control of a large portion of the only remaining space to be leased to a

BEH Shows - Here may be a license, Commented by Russ - NAC - Dubois and King

competing FBO to Flight Level enhancing Flight Level's monopoly and exclusive use of the Airport.

3. THE OWNER OF BEH, MOSHE YANAI, HAS PROPERLY APPOINTED DONOVAN TO NEGOTIATE THIS MATTER AND DONOVAN IS WILLING TO COOPERATE WITH THE NAC

On pages 23 and 24 of the first Rebuttal, it is argued that the owner of BEH, Moshe Yanai, is an "unknown figure" to the NAC and has not attended a NAC meeting. Again, it is unclear what this statement has to do with anything related to the qualifications of BEH to operate a second FBO at the Airport. Mr. Yanai is a world-renowned inventor of electronic data storage devices and is the founder of one of the most valuable privately-held companies in the world, INFINIDAT. Understandably, Mr. Yanai is a busy individual that has entrusted the day-to-day operations of BEH to its president, Chris Donovan.

Donovan has been employed by or been involved with several other companies at the Airport over the past 19 years without incident. That changed after he decided to try to help BEH open a second FBO and challenge the monopoly of Flight Level. The NAC's accusations that Donovan is a litigious individual are also without appropriate foundation and are baseless. Furthermore, the "charges" mentioned on page 23 of the first Rebuttal against Donovan and Robert Silva is a moot issue intended to misdirect the FAA's focus in this matter. A hearing took place on August 21, 2015 concerning the "charges" and no complaint was issued by the Court and no restitution was ordered. This issue is legally closed.

Donovan is a highly decorated combat aviator having served for over 5 years on active duty in the military including combat operations in Iraq. Donovan spent approximately 9 years in the reserves flying and has numerous military awards, including the Air Medal for Valor in combat operations. Donovan spent over 22 years in law enforcement and retired as a Captain with the Commonwealth of Massachusetts where, among other duties, he was the Commander of the Hostage rescue team and a use of force/ firearms instructor. He has over 10,000 flight hours accident and incident free in both helicopters and airplanes.

Each and every invocation by BEH of the litigation process has been appropriate. BEH sued to obtain documents that the NAC refused to disclose after BEH made public records requests for the same. BEH was forced to file suit after Flight Level erected a barrier in the middle of a taxiway between property owned by BEH and property owned by a BEH affiliate. A Massachusetts Judge agreed that the erection of the barrier was inappropriate and ordered it removed via injunction. BEH has been forced to sue the NAC in federal court as the result of NAC's discriminatory conduct. The litigation proceeds in due course. None of these cases are frivolous and the invocation of them by the NAC is not relevant to the determination of this instant Complaint.

Mark Ryan
July 18, 2018.

Ryan

7-18-18

VOLUME II
EXHIBITS 500-547

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT NO.
1582CV00213

BOSTON EXECUTIVE HELICOPTERS, LLC;
MII AVIATION SERVICES, LLC, and
HB HOLDINGS, INC.,

Plaintiffs,

vs.

FLIGHTLEVEL NORWOOD, LLC;
EAC REALTY TRUST II; and
PETER EICHLEAY,

Defendants.

DEPOSITION of MARK RYAN

Wednesday, July 18, 2018 - 9:18 a.m.

Held at: Pierce Mandell, P.C.

11 Beacon Street

Boston, Massachusetts 02108

Kimberley J. Bouzan, CSR No. 153017

Real Time Court Reporting

One Monarch Place
1414 Main Street
13th Fl, Suite 1330
Springfield, MA 01144

9 Hammond Street
Worcester, MA 01610
508-767-1157

Ryan
7-18-18

Perjury

Page 392

1 investment in the airport of approximately
 2 \$4 million. Do you see that?
 3 A. Yes.
 4 Q. And did you value it, this letter or
 5 report, at or about the time that it was provided
 6 in 2015?
 7 A. I mean, I accepted this as meeting the
 8 criteria for the financials.
 9 Q. So is it fair to say that as of
 10 September 2015, BEH had satisfied all of the
 11 NAC's requirements regarding the provision of
 12 financial information in support of its FBO
 13 application?
 14 A. Correct.
 15 Q. Okay. A couple of questions about the
 16 fuel plan. This was been marked previously, and
 17 I'm happy to tell you what the number is in a
 18 minute. I just don't have it handy.
 19 Now, this was presented by FlightLevel in
 20 or about February of 2017; is that correct?
 21 A. Yes.
 22 Q. And it was voted and accepted by the NAC.
 23 Correct? At that time, February of 2017.
 24 A. I don't recall the vote, but it was

Page 393

1 acceptable.
 2 Q. And it wasn't stamped by an engineer.
 3 Correct?
 4 A. At one point it was.
 5 Q. Well, this version is not; right?
 6 A. Well, it's possible but --
 7 Q. So do you know whether the fuel plan that
 8 was presented to the NAC in February of 2017 was
 9 stamped by an engineer?
 10 A. At one time, yes.
 11 Q. No. No. My question is different. Do
 12 you know whether the version that was presented
 13 to the NAC and voted on in February of 2017 was
 14 stamped by an engineer?
 15 A. That I don't recall.
 16 Q. Okay. And so on page 2, top of the page,
 17 it says "Lot B and H, licensed area." Do you
 18 know what that refers to?
 19 A. I do not.
 20 Q. Where it says "25-foot tank farm access
 21 easement," do you know what that refers to?
 22 A. I do not.
 23 (Exhibit No. 545 marked for
 24 identification.)

Page 394

1 BY MR. FEE:
 2 Q. 545 is a plan of land prepared by Norwood
 3 Engineering Company. Have you ever seen this
 4 before?
 5 A. I don't recall seeing this.
 6 Q. Okay. Do you know whether Lots B and H
 7 are burdened by a license in -- to FlightLevel?
 8 MR. SIMMS: Can you read that back,
 9 please?
 10 MR. FEE: I can repeat.
 11 BY MR. FEE:
 12 Q. Do you know if Lots B and H are subject
 13 to a license agreement with FlightLevel?
 14 A. I do not know that.
 15 Q. Do you know if Lot B is subject to a tank
 16 farm access easement?
 17 A. I do not know that.
 18 Q. So it's your understanding that Lot B --
 19 you have no understanding of whether or not Lot B
 20 is burdened by any license or easements in favor
 21 of FlightLevel.
 22 A. I do not know that.
 23 Q. Okay.
 24

Page 395

1 (Exhibit No. 546 marked for
 2 identification.)
 3 BY MR. FEE:
 4 Q. Did you prepare that memorandum?
 5 A. Yes.
 6 Q. And do you know -- and it's in response
 7 to BEH's business plan; right?
 8 A. Correct.
 9 Q. And BEH's business plan was submitted in
 10 July of 2014; is that correct?
 11 A. Yes.
 12 Q. Can you tell me why it took from July of
 13 2014 to January of 2015 for you to issue comments
 14 regarding the business plan?
 15 A. I don't recall.
 16 Q. Was it because BEH's FBO request was
 17 tabled during that period of time?
 18 A. No.
 19 Q. Any other reason that you can think of?
 20 MR. SIMMS: Objection. Go ahead.
 21 A. No.
 22 (Exhibit No. 547 marked for
 23 identification.)
 24

Per Jury -
 Ryan-Shaughnessy
 had transferred
 license - then
 concealed