



# The TOWN OF NORWOOD

Commonwealth of Massachusetts

## NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

## ***NORWOOD AIRPORT COMMISSION***

### **POSTING**

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

**DATE:** **Wednesday, December 16, 2020**

**TIME:** **12:00 Noon**

**PLACE:** **This meeting will be conducted digitally using Go to Meeting. Directions explaining how to join the meeting can be found on page three of the agenda.**

*The Chair reserves the right to call items on the agenda out of order. The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting at least forty-eight (48) hours prior to the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Items listed for executive session may be discussed in open session, in addition to or in lieu of discussion in executive session.*

## MEETING AGENDA

### 1. PROJECTS

N/A

### 2. MINUTES

N/A

### 3. AIRPORT MANAGER'S REPORT

N/A

### 4. OLD BUSINESS

- West apron lease, *Boston Executive Helicopters, LLC* (BEH)
- DC-3 apron lease, BEH

### 5. NEW BUSINESS

N/A

### 6. CORRESPONDENCE

- West apron lease signed by C. Donovan of BEH
- DC-3 apron lease signed by C. Donovan of BEH

### 7. EXECUTIVE SESSION

N/A

**Here is additional information on how to attend the meeting using  
Go to Meeting:**

**Norwood Airport Commission, Special Meeting  
Wed, Dec 16, 2020 12:00 PM - 1:00 PM (EST)**

**Please join my meeting from your computer, tablet or smartphone.**  
<https://global.gotomeeting.com/join/130039901>

**You can also dial in using your phone.**  
United States: [+1 \(786\) 535-3211](tel:+17865353211)  
Access Code: 130-039-901





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

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

### WITNESSETH

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

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

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

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

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



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

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

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

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



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

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

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

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

**VII. SPECIAL CONDITIONS:**

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved by Counsel as to form only, not substance

\_\_\_\_\_

**LESSEE:**

BOSTON EXECUTIVE HELICOPTERS, LLC

Name:

Title:

  
Christopher Conner  
President







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

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

### WITNESSETH

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

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

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

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

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



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

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

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

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



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

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

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

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

**VII. SPECIAL CONDITIONS:**

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

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

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



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

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

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

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

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

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

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

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

XIV. **INDEMNIFICATION OF LESSOR:**

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved by Counsel as to form only, not substance


\_\_\_\_\_

**LESSEE:**

BOSTON EXECUTIVE HELICOPTERS, LLC

Name:

Title:

  
Christopher Donova  
President

