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October 27, 2004

**Sent by facsimile to (203) 796-1529**

Ms. Jimmetta Samaha  
City of Danbury  
Assistant City Clerk and  
Clerk of the Common Council  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Ms. Samaha:

I represent Danbury Aviation, LLC ("Danbury Aviation"). I respectfully request that the following be placed on the Agenda for the November 4, 2004 meeting of the Common Council.

**Agenda Item**

Danbury Aviation respectfully requests that the City of Danbury consent, as part of an acquisition loan, to the mortgaging by Danbury Aviation of a lease agreement dated July 14, 1989 between the City of Danbury and Ron Whelen d/b/a/ New England Aircraft Sales for property located at the Danbury Airport ("Lease Agreement") and that the Common Council authorize the Mayor to sign, after consultation with the Office of the Corporation Counsel, any documents the Bank granting the mortgage reasonably requests be signed. Danbury Aviation seeks this consent pursuant to paragraph 24 of the Lease Agreement which states that the "Lessee will not mortgage or otherwise encumber this Lease without the prior written consent of the Lessor [City of Danbury], which consent shall not be unreasonably withheld."

**Background**

Danbury Aviation has entered into a Contract to purchase all of the assets of New England Aircraft, LLC, ("New England Aircraft"), the successor in interest to the tenant that signed the Lease Agreement. The Aviation Commission, at its June 15, 2004 meeting, consented to the assignment of the Lease Agreement to Danbury Aviation from New England

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Aircraft. The assignment of the Lease Agreement is conditioned on Danbury Aviation closing on its purchase. In connection with the purchase, Danbury Aviation has obtained a mortgage financing commitment.

Since Danbury Aviation is purchasing a business and not taking title to the underlying land, rather than taking a mortgage against the land, the lending bank takes a mortgage against the Lease Agreement for that land. After the Lease Agreement is mortgaged, the City of Danbury continues to own the land. Should Danbury Aviation or the bank not pay the rent or otherwise not comply with the Lease Agreement, the City of Danbury would continue to have all of its rights under the Lease Agreement. In addition, the requirement that any further assignment of the Lease Agreement has to be approved by the Aviation Commission would remain.

For the convenience of the Common Council, I respectfully propose for its consideration the following draft resolution:

“Resolved that the City of Danbury hereby consents, as part of the closing on the acquisition by Danbury Aviation, LLC of substantially all of the assets of New England Aircraft, to the mortgaging by Danbury Aviation, LLC of the lease agreement dated July 14, 1989 between the City of Danbury and Ron Whelen d/b/a/ New England Aircraft Sales for property located at the Danbury Airport and conditionally assigned to Danbury Aviation, LLC with the consent of the Aviation Commission, and the Common Council hereby authorizes the Mayor to sign, after consultation with the Office of the Corporation Counsel, any documents the bank granting the mortgage reasonably requests be signed.”

Danbury Aviation respectfully advises that prompt action by the Common Council will enable Danbury Aviation to obtain its loan and complete its purchase of the assets of New England Aircraft within the agreed upon time frame.

For your information, I have discussed the substance of this letter with the individuals copied below. Thank you for your consideration.

Very truly yours,

NOBILE, MAGARIAN & DISALVO



Louis J. Maggiotto  
Of Counsel

cc: Mr. John Ashkar  
Mr. Paul Estefan  
Laszlo Pinter, Esq.