

DANBURY AVIATION COMMISSION
SHOW CAUSE HEARING
MINUTES

Danbury Aviation Commission -- 6:00 p.m.
Danbury City Hall: 155 Deer Hill Ave., Danbury, CT 06810
Third Floor / Room 3C / Tuesday, September 21, 2010

01 Meeting Called to Order at 6:15 p.m. By Chairman Ashkar.

02 Roll Call:

Present: Commissioners Ashkar, Zilinek, Opperman, Baker

Absent: Frizzell

Attorney Les Pinter began the Show Cause Hearing stating that this commission has the authority to establish a show cause hearing. He presented a letter from counsel for Executive Air (copy attached) requesting that Executive Air be permitted to pay \$10,000 per month to bring their account up to date; also presented copy of the formal notification that we sent to Executive Air (copy attached) which provided sufficient notice that a Show Cause Hearing will be scheduled. Also presented the amount of delinquency which was changed as a payment was made. The balance is not due right now.

Tony Debany, Executive Air Services, stated we had a very tough year with the economy. We are doing the best we can to pay all bills on time as our business has been slow.

Motion was made by Commissioner Baker as all the evidence was heard we close the Show Cause Hearing taking no action at this time, seconded by Commissioner Zilinek, and unanimously approved.

Motion made to adjourn, seconded, and unanimously approved.

Ald

MK

10 SEP 23 PM 4:51

RECEIVED

RECEIPT

DATE 9/20/10

FROM Executive Air \$ 44,330.12

forty four thousand three hundred thirty and 12/100 DOLLARS

FOR RENT lease, FBO & fuel - up to date

FOR: 2008-9/20/10

ACCT. 63,0624 CASH FROM 2008-9/20/10 TO Sept-2010

PAID 44,330.12 CHECK BY [Signature]

DUE 8740.13 MONEY ORDER



OFFICIAL CHECK

51-724
2211

05004246

DATE September 20, 2010

PAY TO THE ORDER OF CITY OF DANBURY FINANCE DEPT.

Forty-four Thousand Three Hundred Thirty and 12/100 Dollars

NON NEGOTIABLE
PURCHASER COPY

\$\$\$44,330.12

EAS

REFERENCE

Notice: The purchase of an indemnity bond may be required before this check will be replaced or refunded in the event it is lost, stolen or destroyed.

XK RD
IAUER
06810

Executive Aircraft

Balance due

9/16/2010

SEPTEMBER 16, 2010

			Interest on past due FUEL :		343.18
			Total FUEL past due :		3,903.07
5005	2376	12/30/2009:	104713 FBO CATEGORY A 1/1-3/31/2010	1/1/2010:	2,250.00
5005	2408	2/1/2010:	105556 FBO CATEGORY B 2/1-3/31/2010	2/1/2010:	1,250.00
5005	2456	4/1/2010:	106830 FBO-A 4/1-6/30/10 EXECUTIVE A	4/1/2010:	2,250.00
5005	2462	4/1/2010:	106841: FBO-B 4/1-6/30/10 EXECUTIVE A	4/1/2010:	1,875.00
5005	2534	7/1/2010:	108978: FBO-A&B July-Sept.10 Execu Air	7/1/2010:	4,125.00
			Interest on past due FBO :		783.02
			Total FBO past due :		12,533.02
TOTAL PAST DUE AS OF 9/16/2010					\$ 44,330.12

49 MIRY BROOK RD
 ATTN: CLINT BAUER
 DANBURY, CT 06810

Executive Aircraft
 Balance due
 SEPTEMBER 16, 2010

9/20/2010

EXECUTIVE AIRCRAFT CUSTOMER # 105005									
Co.	Customer Number	Document Number	Bill Date	Batch Number	Remark	Invoice Date	Open Amount		
00002	105005	2160	4/1/2009	97850	Lease 2/1-12/31/2009	2/1/2009	2,560.94		
00002	105005	2356	12/10/2009	104273	4,091 GALLS 12/9/09	12/10/2009	511.38		
00002	105005	2376	12/30/2009	104713	FBO CATEGORY A 1/1-3/31/2010	1/1/2010	2,260.00		
00002	105005	2399	1/15/2010	105128	4,106 GALLS 1/12/2010	1/15/2010	513.25		
00002	105005	2408	2/1/2010	105556	FBO CATEGORY B 2/1-3/31/2010	2/1/2010	1,250.00		
00002	105005	2411	2/9/2010	105675	4,123 GALLS 2/92/2010	2/9/2010	515.38		
00002	105005	2421	2/1/2010	105857	LEASE JAN 10-DEC10-EXECUTIVE A	1/1/2010	30,973.93		
00002	105005	2433	3/25/2010	106665	4,082 GALLS 3/17/10	3/23/2010	510.25		
00002	105005	2456	4/1/2010	106830	FBO-A 4/1-6/30/10 EXECUTIVE A	4/1/2010	2,250.00		
00002	105005	2462	4/1/2010	106841	FBO-B 4/1-6/30/10 EXECUTIVE A	4/1/2010	1,875.00		
00002	105005	2469	4/8/2010	107008	4,047 GALLS 4/6 EXECUTIVE AIR	4/7/2010	505.88		
00002	105005	2485	5/5/2010	107559	4,034 GALLS 5/4 EXECUTIVE AIR	5/4/2010	504.25		
00002	105005	2506	6/1/2010	108273	3,996 GALLS 5/28 EXECUTIVE AIR	5/28/2010	499.5		
00002	105005	2534	7/1/2010	108978	FBO-A&B July-Sept.10 Execu Air	7/1/2010	4,125.00		
00002	105005	2594	9/1/2010	110620	3,996 GALLS 8/19 EXECUTIVE AIR	8/31/2010	499.5		
00002	105005	2600	9/7/2010	110695	3,977 GALLS 9/3 EXECUTIVE AIR	9/3/2010	497.13		
				Add:	Interest on Past due invoices :		3,228.85		
					Total Outstanding Balance as 9/16/2010		53,070.24		
					PAST DUE INVOICES				
				Add:					
00002	105005	2160	4/1/2009	97850	Lease 2/1-12/31/2009	2/1/2009	2,560.94		
00002	105005	2421	2/1/2010	105857	LEASE JAN 10-SEPTEMBER -EXECUTIVE A	1/1/2010	23,230.44		
					Interest on past due Lease :		2,102.65		
					Total Lease payment past due :		27,894.03		
00002	105005	2356	12/10/2009	104273	4,091 GALLS 12/9/09	12/10/2009	511.38		
00002	105005	2399	1/15/2010	105128	4,106 GALLS 1/12/2010	1/15/2010	513.25		
00002	105005	2411	2/9/2010	105675	4,123 GALLS 2/92/2010	2/9/2010	515.38		
00002	105005	2433	3/25/2010	106665	4,082 GALLS 3/17/10	3/23/2010	510.25		
00002	105005	2469	4/8/2010	107008	4,047 GALLS 4/6 EXECUTIVE AIR	4/7/2010	505.88		
00002	105005	2485	5/5/2010	107559	4,034 GALLS 5/4 EXECUTIVE AIR	5/4/2010	504.25		
00002	105005	2506	6/1/2010	108273	3,996 GALLS 5/28 EXECUTIVE AIR	5/28/2010	499.5		



CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4518 (203)796-8043 FAX

August 17, 2010

Sent via Certified Mail / Return Receipt Requested

Mr. Anthony Debany
Managing Member
Executive Air Services, LLC
49 Miry Brook Road
Danbury CT 06810

Re: Executive Air Service, LLC ("EAS")
Order to Show Cause regarding possible suspension of operator permit(s);
Notice of Show Cause Hearing

Dear Mr. Debany:

Please be advised that the Aviation Commission for the City of Danbury has scheduled a Show Cause Hearing for EAS to be held on September 21, 2010, at 6:00 p.m. in Conference Room #3C, 155 Deer Hill Avenue, Danbury CT 06810. The purpose of the hearing is to determine whether or not EAS' operating permits A, B and D should be revoked, and to further determine if permits for sub-tenants Arrow Aviation, Centennial Helicopter and Executive Group Holdings should also not be renewed.

The hearing was ordered as a result of EAS' serious defaults in the payment of permit fees and other charges due the City of Danbury, in violation of Danbury Airport's Minimum Standards, Section 10.1(b) and (c), which fees and charges have been fifteen calendar days or more past due as set forth in the attached delinquent balance summary.

At the hearing, the City will present the record of EAS' violations to the Aviation Commission, and provide EAS with an opportunity to rebut and/or explain such violations or otherwise present such evidence as EAS wishes to present relevant to the alleged violations. You may bring any documents or other materials and present such testimony as may assist you in this hearing. This will become a part of the hearing record. The hearing will be held in a forum open to the public, consistent with any public meeting. Following the presentation of evidence / testimony by the City and EAS, the Aviation Commission will make a determination of action to be taken, if any.

Attached hereto you will find documentation pertaining to the delinquency, together with the relevant extract from the Airport's Minimum Standards regarding this process. Please keep in mind that EAS' lease with the City further provides for its obligation for all payments and services (see Art. 3, 6, 8, 10, 14 and 26). In the event you have any questions, please do not hesitate to contact this office.

Mr. Anthony Debany
Managing Member

Page 2

August 17, 2010

Very truly yours,



Laszlo L. Pinter
Deputy Corporation Counsel

Attachments

cc: Hon. Mark D. Boughton, Mayor
Robert J. Yamin, Corporation Counsel
David St. Hilaire, Finance Director
Paul D. Estefan, Airport Administrator
John Ashkar, Chair Aviation Commission
Aviation Commission Members
Gerald Hecht, Esquire

Robert J. Yamin
Corporation Counsel
r.yamin@ci.danbury.ct.us
(203)797-4518

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(203)797-4517

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Assistant Corporation Counsel
r.edwards@ci.danbury.ct.us
(203) 797-4516

Dianne E. Rosemark
Assistant Corporation Counsel
d.rosemark@ci.danbury.ct.us
(203) 796-8004

EXECUTIVE AIRCRAFT CUSTOMER # 105005									
Co.	Customer Number	Document Number	C/L Date	Batch Number	Remark	Invoice Date	Open Amount		
00002	105005	2160	4/1/2009	97850	Lease 2/1-12/31/2009	2/1/2009	2,560.94		
00002	105005	2356	12/10/2009	104273	4,091 GALLS 12/9/09	12/10/2009	511.38		
00002	105005	2376	12/30/2009	104713	FBO CATEGORY A 1/1-3/31/2010	1/1/2010	2,250.00		
00002	105005	2399	1/15/2010	105128	4,106 GALLS 1/12/2010	1/15/2010	513.25		
00002	105005	2408	2/1/2010	105556	FBO CATEGORY B 2/1-3/31/2010	2/1/2010	1,250.00		
00002	105005	2411	2/9/2010	105675	4,123 GALLS 2/92/2010	2/9/2010	515.38		
00002	105005	2421	2/1/2010	105857	LEASE JAN 10-DEC10-EXECUTIVE A	1/1/2010	30,973.93		
00002	105005	2433	3/25/2010	106665	4,082 GALLS 3/17/10	3/23/2010	510.25		
00002	105005	2456	4/1/2010	106830	FBO-A 4/1-6/30/10 EXECUTIVE A	4/1/2010	2,250.00		
00002	105005	2462	4/1/2010	106841	FBO-B 4/1-6/30/10 EXECUTIVE A	4/1/2010	1,875.00		
00002	105005	2469	4/8/2010	107008	4,047 GALLS 4/6 EXECUTIVE AIR	4/7/2010	505.88		
00002	105005	2485	5/5/2010	107559	4,034 GALLS 5/4 EXECUTIVE AIR	5/4/2010	504.25		
00002	105005	2506	6/1/2010	108273	3,996 GALLS 5/28 EXECUTIVE AIR	5/28/2010	499.5		
00002	105005	2534	7/1/2010	108978	FBO-A&B July-Sept.10 Execu Air	7/1/2010	4,125.00		
				ADD:	INTEREST ON ALL PAST DUE		2,614.52		
					Total Outstanding Balance as 8/17/2010		51,459.28		
					PAST DUE INVOICES				
				ADD:					
00002	105005	2160	4/1/2009	97850	Lease 2/1-12/31/2009	2/1/2009	2,560.94		
00002	105005	2421	2/1/2010	105857	LEASE JAN 10-AUGUST-EXECUTIVE A	1/1/2010	20,649.28		
					Interest on past due Lease :		1,728.57		
					Total Lease payment past due :		24,938.79		
00002	105005	2356	12/10/2009	104273	4,091 GALLS 12/9/09	12/10/2009	511.38		
00002	105005	2399	1/15/2010	105128	4,106 GALLS 1/12/2010	1/15/2010	513.25		
00002	105005	2411	2/9/2010	105675	4,123 GALLS 2/92/2010	2/9/2010	515.38		
00002	105005	2433	3/25/2010	106665	4,082 GALLS 3/17/10	3/23/2010	510.25		
00002	105005	2469	4/8/2010	107008	4,047 GALLS 4/6 EXECUTIVE AIR	4/7/2010	505.88		
00002	105005	2485	5/5/2010	107559	4,034 GALLS 5/4 EXECUTIVE AIR	5/4/2010	504.25		
00002	105005	2506	6/1/2010	108273	3,996 GALLS 5/28 EXECUTIVE AIR	5/28/2010	499.5		
					Interest on past due FUEL :		277.20		
					Total FUEL past due :		3,837.09		
00002	105005	2376	12/30/2009	104713	FBO CATEGORY A 1/1-3/31/2010	1/1/2010	2,250.00		
00002	105005	2408	2/1/2010	105556	FBO CATEGORY B 2/1-3/31/2010	2/1/2010	1,250.00		
00002	105005	2456	4/1/2010	106830	FBO-A 4/1-6/30/10 EXECUTIVE A	4/1/2010	2,250.00		
00002	105005	2462	4/1/2010	106841	FBO-B 4/1-6/30/10 EXECUTIVE A	4/1/2010	1,875.00		
00002	105005	2534	7/1/2010	108978	FBO-A&B July-Sept.10 Execu Air	7/1/2010	2,750.00		
					Interest on past due FBO :		608.75		
					Total FBO past due :		10,983.75		
					Total balance PAST DUE as 8/17/2010		\$ 39,759.63		

2009 2:55PM

DANBURY AIRPORT

No. 2221 P. 7/9

*Minimum Standards for
Lease and/or Use
of
Danbury Municipal Airport*

*Effective May 10, 1988
As amended November 9, 2004
As amended February 21, 2006*

Category C	Sales	\$7,500.00
Category D	Repairs	\$7,500.00
Category E	Avionics Sales and Service	\$7,500.00

For the quarter ending March 31, June 30, September 30, and December 31 respectively, the fees due to the City shall be paid on or before January 1, April 1, July 1, and October 1, respectively. Interest shall accrue on the unpaid balance of all fees at a rate of 1.5% per month.

- 9.3 The fees payable to the City under Subsection 9.2 shall be paid to the City quarterly.
- 9.4 Lease fees are the responsibility of the Common Council.
- 9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these Minimum Standards, all fixed base operators, their tenants, and all other Permittees shall allow the Director of Finance of the City or his designee to inspect their records, books of account, and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:
1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.
 2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.
 3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

Section 10 Revocation, Suspension, and Surrender

- 10.1 The Commission may suspend or revoke any permit which it has issued for any of the following reasons:
- (a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;
 - (b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations; subject to the provisions of Subsection 5.1 and 5.2 above;

(c) for default in payment of all fees and taxes due the City of Danbury fifteen (15) calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

- 10.2 Before suspending or revoking a permit, the Commission shall serve upon the Permittee an Order to Show Cause why said permit should not be suspended or revoked. The Order to Show Cause shall contain a statement of the Permittee's violation and shall also contain notice of the date, time, and place of the hearing to be held by the Commission at which time the Permittee may present evidence relevant to the alleged violation.
- 10.3 Notwithstanding the provisions of Subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.
- 10.4 Any permit may be surrendered to the Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder, the Commission shall make a prorated adjustment to any fees charged for the year in question.
- 10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder, the permit shall be physically returned to the Commission within two (2) working days.

Section 11 General Provisions

- 11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.
- 11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.
- 11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.
- 11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for Subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.

LEASE

THIS LEASE made this 1st day of October, 1995, between the CITY OF DANBURY, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and EXECUTIVE AIR SERVICE, INC., a Connecticut corporation having an office and principal place of business at 340 Pequot Avenue, Southport Connecticut 06490, hereinafter referred to respectively as "LESSOR" AND "LESSEE".

W I T N E S S E T H :

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on Exhibits A-1 and A-2 attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, a copy of which is attached hereto and made a part hereof as Exhibit B.

IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM:

The term of this lease shall be for twenty-five (25) years, commencing upon the execution hereof, unless extended pursuant to Paragraph 15 of this lease, commencing on the execution of this agreement, at an annual rent in accordance with the rental provisions contained in Exhibit C attached hereto and made a part hereof.

2. WAIVER OF CLAIMS:

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair.

3. UTILITIES / INSURANCE:

LESSEE will pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar service supplied to the said premises. LESSEE will also maintain liability insurance in the amount of \$2,000,000, which amount may be increased from time to time upon

notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof.

4. TITLE TO STRUCTURES:

Title to all appurtenant structures as may presently exist on the leased premises or as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the term of this lease including any extension thereof pursuant to Paragraph 15. At such time as this lease or any such subsequent lease has terminated, title in and to all appurtenant structures shall revert to LESSOR. Notwithstanding the foregoing, provided that the LESSEE shall have received the LESSOR'S permission in advance, it shall have the option of removing, renovating, repairing and rebuilding any existing building located on the leased premises during the term of the lease without replacing any buildings which existed as of the date of the lease upon the expiration of the term of the lease including any extension under Paragraph 15 thereof.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY:

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the

premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY:

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on

said premises or off by virtue of any agreement whether written or oral with Executive Air Service. Executive Air Service further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES:

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at 340 Pequot Avenue, Southport, Connecticut 06490. All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810 and to the Airport Administrator, P. O. Box 2299, Wibling Road, Danbury, Connecticut 06810.

8. ADHERENCE TO AIRPORT REGULATIONS:

The LESSEE will observe all existing municipal regulations and state and federal laws including Part. 139 Compliance Procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

9. RIGHT TO INSPECT:

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance or compliance with any other federal or state law or local rules or regulations.

10. AIRPORT RULES AND REGULATIONS:

All applicable provisions of Exhibit B attached hereto and made a part hereof are incorporated herein and made a part hereof.

11. SUCCESSORS AND ASSIGNS:

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

12. QUIET ENJOYMENT:

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term or any extensions thereof, without hindrance or molestation from LESSOR or any person claiming by, from or under LESSOR.

13. WASTE:

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing, except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

14. TERMINATION / RE-ENTRY / NO NOTICE:

If the rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall

commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein,

LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

15. RENEWAL TERMS AND CONDITIONS:

The LESSEE is given the option to renew this lease for one (1) additional ten (10) year period upon the same terms and conditions contained herein except that any such renewal of term shall contain an upward re-adjustment of rent in accordance with the guidelines set forth in Schedule C hereof, provided that LESSEE notifies the LESSOR of its intention to renew at least six (6) months prior to the expiration of the lease or any renewal thereof by giving written notice by certified or registered mail, return receipt requested, to the LESSOR. In addition to the ten-year option period set forth herein, at the expiration of same, the LESSOR agrees with LESSEE to give the LESSEE a "right of first refusal" to extend the term of this lease for a second ten (10) year option period upon such terms and conditions as the LESSOR and the LESSEE shall mutually agree to by negotiation to take place within six months prior to the expiration date of the initial option term or upon such terms and conditions as the LESSOR will accept from a "third party" offeror who seeks to lease the subject premises subject to the expiration of the initial



GERALD HECHT AND ASSOCIATES

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Gerald Hecht*
* Admitted in NY, CT, PA

Frank G. Indelicato
(1989-2002)

September 17, 2010

Laszlo Pinter
City of Danbury
Office of the Corporation Counsel
155 Deer Hill Ave.
Danbury, CT 06810

Via Fax No.: 203-796-8043

Re: **City of Danbury v. Executive Air Services**

Dear Laszlo:

As per our series of conversations, I cannot attend the meeting of the Aviation Commission on September 21, 2010 at 6:00 p.m. I teach religious school in Westport at that time and date.

However, my client wishes to propose a payment plan that will extinguish the arrearage in an expeditious manner.

Considering the arrearage to be approximately \$40,000, Executive Air will pay \$10,000 per month, starting now, until the balance is paid in full. These payments will be made without prejudice to the rights of the parties.

If you recall, my client adhered to a previously-agreed upon payment plan in March of 2009 for a comparable amount.

I have counseled Executive to have a representative at the meeting Tuesday night, so as to be available to answer questions and to explain the reasons for the arrearage.

Very truly yours,


Gerald Hecht

GH/jd

cc: R. Nizan

23. SUBORDINATION:

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

24. COMPLETE AGREEMENT:

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

25. GOVERNING LAWS:

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

26. FEES:

During the initial 25-year term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter amended, if amended.

27. NON-DISCRIMINATION:

The LESSEE agrees not to discriminate on account of age,

time of inspection, and available all documents as indicated above.

3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

Sec. 10. REVOCAION, SUSPENSION AND SURRENDER

10.1 The Commission may suspend or revoke any permit which it has issued:

- (a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;
- (b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of subsection 5.1 and 5.2 above;
- (c) for default in payment of all fees and taxes due the City of Danbury (15) fifteen calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

10.2 Before suspending or revoking a permit, the Commission shall serve upon the permittee an order to show cause why said permit should not be suspended or revoked. The order to show cause shall contain a statement of the permittee's violation and shall also contain notice of the date, time and place of the hearing to be held by the Commission at which the permittee may present evidence relevant to the alleged violation.

10.3 Notwithstanding the provisions of subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.

10.4 Any permit may be surrendered to the Aviation Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder the Commission shall make a pro rate adjustment to any fees charged for the year in question.

10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder the permit shall be physically returned to the Commission within two (2) working days.

Sec. 11. GENERAL PROVISIONS:

11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.