

REQUEST FOR PROPOSALS
RESTAURANT LOCATED AT THE PLYMOUTH MUNICIPAL
AIRPORT ADMINISTRATION BUILDING

November 8, 2018

Request for Proposals

The Plymouth Airport Commission, a municipal airport commission established in accordance with Mass. Gen. L. c. 90 sec. 51E, is soliciting proposals from interested, qualified parties to lease of space, within the new Plymouth Municipal Airport Administration Building, to establish and operate a restaurant. The leased space consists of approximately 1,277 square feet for a restaurant area, kitchen, utilities, and storage, plus the paved area directly outside the service door. In addition, the successful proposer shall be permitted to use a proposed patio area in common with the public. There is shared parking for approximately 60 vehicles and shared handicapped-accessible restrooms. A ten-year lease with a ten-year option to renew is being offered, commencing within 30 days after the issuance of a Certificate of Occupancy for the new Municipal Airport Administration Building.

This solicitation is being conducted in accordance with the provisions of Mass. Gen. L., c. 30B, sec. 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposals regarding Real Property Transactions.

Two (2) separate sealed envelopes, one (1) containing the non-price technical proposals marked “Non-Price Proposal Airport Tenant Lease” and one (1) separate sealed envelope containing the price proposal marked “Price Proposal Airport Tenant Lease” on the outside of the mailing envelope must be received by the Plymouth Airport, 246 S. Meadow Road, Plymouth, MA 02360 prior to Thursday December 19th. It is the sole responsibility of the proposer to insure that the proposal arrives on time, in the proper format, at the designated place.

Price proposals must be submitted separate from *technical* proposals. No reference shall be made to pricing in the non-price technical proposal. Failure to adhere to this requirement shall result in disqualification.

A building walkthrough will be conducted on Wednesday, November 28th at 12:00 pm on site at the Plymouth Municipal Airport located at 246 S. Meadow Road in the Town of Plymouth. All interested parties are encouraged to attend. Final approved plans are available for review during regular business hours including site plans and layout of the proposed space at 246 S. Meadow Road, Plymouth, Massachusetts at the Administration Offices of the Plymouth Municipal Airport or by appointment with the Airport Manager.

An award will be made within thirty-five (35) days and lease negotiations begin at that time with the selected Proposer.

Proposers are reminded that proposers are not to contact the members of the Plymouth Airport Commission concerning potential or actual proposals and that any inquiries on these matters shall be addressed to the Plymouth Airport Manager.

Proposal packages are **not** available via email.

The Plymouth Airport Commission reserves the right to reject any or all proposals, to waive minor informalities or technical deficiencies, or allow the proposer to correct them. The Plymouth Airport Commission also reserves the reject any proposal if it is in the best interests of the Town of Plymouth or Plymouth Airport Commission to do so and, also, right to accept any proposal that it may deem to be in the best interest of the Plymouth Municipal Airport and to negotiate the terms and conditions of any proposal leading to execution of a contract.

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SECTION I. INTRODUCTION AND BACKGROUND

The Plymouth Airport Commission (hereinafter the Commission), a municipal airport commission established under Mass. Gen. L. c. 90 sec. 50E, is soliciting written proposals from interested, qualified parties for the lease, for space within the Plymouth Municipal Airport administration building to establish and operate a restaurant. The leased space consists of approximately 1,277 square feet for a restaurant area, kitchen, utilities, and storage, plus the paved area directly outside the service door. In addition, the successful proposer shall be permitted to use a proposed patio area in common with the public. There is shared parking for approximately 60 vehicles and shared handicapped-accessible restrooms.

A ten-year lease with a ten-year option to renew is being offered, commencing within 30 days after the issuance of a Certificate of Occupancy for the new Municipal Airport Administration Building.

This Request for Proposals (RFP) is being conducted in accordance with the provisions of Mass. Gen. L. c. 30B, sec. 16 and all lease documents must be strictly awarded in accordance with the requirements relating to the use of Request for Proposals regarding Real Property Transactions. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

A. BACKGROUND

The Plymouth Airport has been an integral part of the Town of Plymouth since 1934, and today is an essential element in the National Air Transportation System striving to meet the air transportation and economic needs of the communities it serves. The Plymouth Airport is proud to be home to over thirty businesses that collectively employ more than two hundred and thirty people. Many of these businesses operate from privately constructed buildings located on airport property which adds considerably to the Plymouth tax base. The types of businesses range from flight schools and maintenance facilities to law enforcement and medical air ambulance. The Plymouth Airport is also home for Cape Cod Community College's FAA Certified Aviation Maintenance Technology Program. The Aviation Maintenance Technology program will prepare students for FAA Certification, and lay the foundation for an Associate of Applied Science Degree in Aviation Maintenance, and transfer into a variety of four-year programs. The Airport is also a great gathering spot for the community. Families come to watch planes take off and land quite frequently. The Airport also holds multiple events each year that can generate crowds in the hundreds.

The Plymouth Municipal Airport ("Airport") is owned by the Town of Plymouth ("Town") and operated by the Plymouth Airport Commission ("Commission"). It is a general aviation facility located in Plymouth, Massachusetts. The Plymouth Airport Commission is appointed by the Board of Selectmen and is responsible for control, care, custody, and management of the Plymouth Municipal Airport property and improvements. The day to day management is supervised by an Airport Manager.

B. DESCRIPTION OF LEASE PROPERTY

The leased space will consist of approximately 1,277 square feet for a restaurant area, kitchen, utilities, and storage, plus exterior space for storage, plus the paved area directly outside the service door. There is proposed an outdoor patio area which the successful proposer will be permitted to use in common with the public. The Proposer will not have exclusive rights to the

outdoor patio. There is shared parking for approximately 60 vehicles. See Attachment D for Restaurant/Kitchen Layout plan. The leased premises will have access to municipal water, private sewer, gas, and electricity which will be brought to the leased premises. The Proposer will need to finish all plumbing, electrical, lighting, and HVAC to adequately supply the Proposer's desired fit out. All stub ups and drains will be placed in compliance with the Restaurant/Kitchen Layout (Attachment D). The interior walls will be primed to a final finish with electrical wall outlets installed per local code. The ceiling is vaulted with fire protection sensors and sprinklers. The successful Proposer will be responsible to purchase and maintain all equipment, and furnishings required, including HVAC unit(s), Ansul Systems, hot water heater and lighting to finish the build-out. Any fixtures or permanent equipment i.e. walk-in food storage, range hoods will become the property of the Commission at the end of the restaurant's lease. The Proposer will be responsible for obtaining all permits as well as the certificate of occupancy for the restaurant.

SECTION II. KEY DATES FOR THIS PROPOSAL

Following are key dates for this Request for Proposal. Please respond according. *(Dates below are tentative and subject to change)*

Nov 8, 2018	Advertise and post on www.pymairport.com
Nov 12, 2018	Advertise in the Central Register
Nov 14, 2018	Advertise in the Old Colony Newspaper
Nov 28, 2018	Building Walk-Through
Dec 10, 2018	Last day to submit questions to the Airport Manager
Dec 11, 2018	Addendum Distributed
Dec 19, 2018	Proposal Due
Estimated Jan 17, 2018	Final Review of proposals and recommend award for signature

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

- 1) Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- 2) The Commission may cancel this RFP, in whole or in part, or may reject all proposals submitted in response to this RFP, whenever such action is determined to be fiscally advantageous to the Airport or if it is otherwise in the best interest of the Town or Airport Commission.
- 3) The Commission may request that supplementary information be furnished to assure the Commission that a proposer has the professional competence, the business and organization, and the financial resources adequate to successfully operation the concession.

- 4) No forms are provided by the awarding authority except the Certificate of Non Collusion (Attachment A), State Taxes Certification Clause (Attachment B), and Disclosure of Beneficial Interest (Attachment C). All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.
- 5) Questions or clarifications rising from these documents shall be submitted to the Airport Manager in writing. They should be sent to tmaher@townhall.plymouth.ma.us and copy mcardillo@townhall.plmouth.ma.us. They must be submitted in accordance with Section II "Key Dates for This Proposal". Any responses shall be sent along with the questions and/or request for clarifications to any person or entity that has picked up a copy of this RFP, attended the Site Visit or pre-bid conference, or registered to receive RFP information.
- 6) The Proposer shall sign the proposal in ink or in the case of an organization, firm, partnership, or corporation, a person having the legal authority from said organization to sign the proposal.
- 7) All proposals shall be submitted to The Plymouth Airport, 246 S. Meadow Road, Plymouth, MA 02360, on or before the date and time stated in the "Legal Advertisement". Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope "PROPOSAL TO OPERATE A RESTAURANT AT THE PLYMOUTH MUNICIPAL AIRPORT", and the name and address of the Proposer. The requirements of separate sealed envelopes for the technical and price proposals are incorporated herein.
- 8) The Proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any Proposer from any obligation in respect to their proposal.
- 9) The proposal to the Commission must remain valid for a minimum period of 45 days from the submission deadline.
- 10) All applicable state laws, local by-laws, and the rules and regulations of all authorities having jurisdiction over this proposal shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
- 11) It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. The Proposer must sign the Non-Collusion Certificate attached (Attachment A).
- 12) All costs involved in preparing the Proposal will be borne by the Proposer; the Commission will not be liable for any costs associated with the creation of the Proposal. The Proposer shall be familiar with all state, local and other laws relating

to this type of work and shall obtain all permits required and shall pay all expenses for same.

- 13) All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Any exceptions are to be clearly stated.
- 14) Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.
- 15) Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the Proposer.
- 16) The evaluation of the Proposals will be conducted by the Airport Commission. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
- 17) The Proposals will be received up to the date and at the time stated in the "Legal Advertisement" at the Plymouth Airport, 246 S. Meadow Road, Plymouth, MA. The name of the person or organization submitting a proposal will be read and recorded. This register may be viewed upon request. The names of the witnesses will also be recorded. Proposals will then be evaluated and the proposed concept and pricing will be used to determine the proposal most advantageous to the Airport.
- 18) Any lease resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most highly advantageous to the Commission. The Commission alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Airport. The selected Proposer will be under contractual agreement to the Commission per the attached lease agreement (Attachment D).
- 19) Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document.

B. PRE-BID CONFERENCE AND SITE VISIT

The Pre-Bid Conference and Site Visit will take place on the time and date specified in Section II at the Plymouth Municipal Airport, 246 S. Meadow Road, Plymouth. There will be no other site visits authorized outside the time specified in Section II. No person is authorized to answer any questions relative to this RFP except as submitted in accordance with the proposal requirements.

C. NOTIFICATION OF AWARD

All Proposers will be notified of the selection decision within 30 days of the date proposals are due to the Commission, unless additional time is required by the Commission.

D. LEASE

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal will become part of the final contractual documents.

The lease period will be ten (10) years beginning within 30 days after the issuance of a Certificate of Occupancy for the new Municipal Airport Administration Building. with one ten-year option to renew beginning at the conclusion of the original term and exercisable on terms and conditions of the lease (Attachment G).

The contract shall be subject to force majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period at no additional cost to the Commission

E. TERMINATION OF CONTRACT

Subject to the provisions of the section explaining force majeure, if the Proposer shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Proposer shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Proposer, then the Commission shall thereupon have the right to terminate this agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

F. INSURANCE REQUIREMENTS

The Proposer is required to acknowledge in its proposal that it will be providing a certificate of insurance naming the Plymouth Airport Commission, and the Airport Manager as an additional insured at the required limits set forth in the Lease (Attachment G). The insurance must be kept in full force for the term of the lease, with updated certificates to be submitted to the Commission on a yearly basis.

G. SUBCONTRACTING OF SERVICES

The subcontracting of services under this contract is not allowed unless it is specifically presented in the proposal by the Proposer with a clear understanding of the roles and responsibilities of sub-vendors defined in the proposal submittal. The Commission reserves the right to not allow sub-vendors who are not capable of demonstrating their proficiency and expertise.

H. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692.

I. EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

The Plymouth Airport Commission requires all Vendors and sub-vendors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP. During the performance of this contract, the Proposer and all of their sub-contractors (hereafter collectively referred to as the Proposer), for themselves, their assignees, and successors in interest, agree as follows:

- 1) The Proposer, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)
- 2) The Proposer, by signing the contract offered by the Commission, agrees to abide by the above Equal Employment Opportunity Anti-Discrimination Program to the best of their ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The Plymouth Airport Commission shall reject proposals which do not meet the following certain minimum requirements:

- 1) The proposal must be from an established corporation, partnership, firm, or individual who normally furnish such services as the principal business for which the corporation or firm is formed or has a minimum of five (5) years' experience in managing a similar food service business.
- 2) A business plan for the proposed operation.
- 3) The Proposer must provide a list of the names and titles of personnel who will be assigned to represent the business and who will be the principals and key personnel. Include resumes with their experience and qualifications.

- 4) The proposal must be received in the Airport Manager's office on or before the date and time stated in the "Legal Advertisement" for receipt of proposals, must be complete and must include or address all items specified in Section VI – "Proposal Submission Requirements".
- 5) The Proposer must sign and include in the proposal package the Certificate of Non Collusion (Attachment A), the State Taxes Certification Clause (Attachment B), and the Disclosure of Beneficial Interests in Real Property Transactions (Attachment C).
- 6) The proposal must be signed by an agent of the company who has authority to bind the company to a firm proposal price.

B. SCOPE OF SERVICES AND REQUIREMENTS

The Plymouth Airport considers a restaurant a vital service and resource to the airport and the general community. Therefore, the airport is seeking proposals for this opportunity and will consider any qualified submittal including but not limited to franchises, chains, restaurants, or individuals. Proposer will operate and maintain a high standard of food service at the Plymouth Municipal Airport Administration Building, 246 S. Meadow Road, Plymouth, MA.

The Proposer is expected to conduct careful analysis of the intended clientele in the development of an appropriate business plan, theme, menu, pricing and service level. It is up to the discretion of the Proposer to propose any additional offered services such as outside catering, if desired.

The Proposer must include an indication of what type of service they will be offering and also operating days and hours. The current customers are accustomed to a 7 day a week schedule but The Commission will be open to negotiations for the Proposer's indicated operating days and hours.

The Commission will require an Annual Report from the restaurant with details that include but are not limited to copies of: IRS Filings, customer satisfaction, survey reports, payment receipts, food service permits, alcohol permit (if applicable), relevant taxes, etc.

Advertising and promotion of the restaurant is the responsibility of the Proposer, although the Commission will act collaboratively where possible to support common promotional goals.

Interested parties shall submit written proposals containing the following essential elements:

- 1) When preparing its narrative, the Proposer should explain in some detail how it intends to provide excellent customer service to any of the constituencies, or customer bases it will serve including:
 - Airport Staff
 - Employees of business located at the airport
 - Local Residents
 - "Fly-in" General Aviation Pilots and Passengers

- Corporate Charter Operations
 - Special Events held at the airport
- 2) A detailed business plan for the proposed concession.
 - 3) A description of how the restaurant will be an integral part of the community.
 - 4) Identification of the principal persons to be associated with the proposed operation and their respective qualifications and experience levels.
 - 5) The scope and extent of services to be offered, days and hours of operation, and anticipated staffing.
 - 6) The expected timetable for setup, occupancy, and startup of services, once approved to proceed.
 - 7) A proposed menu and sample pricing to be offered and a proposed catering menu that can be accessed and utilized by transient business jet companies
 - 8) A conceptual floor plan showing the anticipated layout of the lease area to accommodate proposed restaurant needs. Please see Attachment D for the Kitchen/Restaurant Layout.
 - 9) References related to the Proposer's experience in other, similar food service locations.
 - 10) Confirmation of ServSafe and TIPS certification as applicable.
 - 11) Proof of financial ability and stability to complete and operate concession.
 - 12) Bank reference letter(s)
 - 13) Written acknowledgement to the Commission that all necessary permits have been obtained prior to opening.
 - 14) The following optional elements may also be submitted as supplemental information:

Theme (if any), advertising and promotion plans.

Listing of any special terms and conditions that would be modified from the standard lease agreement with the Commission, such as, but not limited to, initial and future revenue expectations, to operator and to the Commission, exceptions or variations in the scope of the operation, or any other pertinent information within this category.

The Commission desires the restaurant to be equipped, supplied and ready for service approximately within 30 days after the issuance of a Certificate of Occupancy for the new Municipal Airport Administration Building.

C. FINANCIAL SCOPE OF SERVICES

- 1) The Financial Scope of Services must include any information that would assist the Commission in selecting the best-suited proposal.
- 2) Proposer is to submit a detailed financial proposal for the lease of space for this business opportunity.
- 3) Additionally, the financial background information of the Proposer will be included in the proposal. This information should include evidence of successful business management in a business similar to the operation of food service and vending services in a public setting. The Proposer should demonstrate their financial solvency and ability to support the proposal they have submitted. The successful proposal will include information that demonstrates the proposer has the financial capability to fulfill the terms of the requirements set forth in the RFP documents. Proposal submittals are subject to final negotiation by the Commission.

SECTION V. PROPOSAL EVALUATION

A. SELECTION PROCESS

The Commission shall review all proposals, conduct reference checks, make any necessary follow up inquiries, and may select a Proposer with which to negotiate the final terms of an Airport Restaurant, or the Commission may reject all proposals. The Commission reserves the right to select a short-list of top-ranked Proposers. The Commission may schedule and conduct an oral interview and receive presentations from the top-ranked (short-listed) Proposers, to determine the selected Proposer and rank order of proposals. Failure to appear for an interview will be grounds for disqualification from further consideration. The Commission reserves the right to award the lease without holding oral presentations/interviews, should the rating panel find this step unnecessary. The final decision will be made by the Commission.

The decision on selection or rejection will be made by in accordance with Key Dates, unless additional time is required. This RFP does not commit the Commission to award a Lease or to pay any costs incurred in the preparation of proposals. The Commission reserves the right to accept or reject any and all proposals received as a result of the RFP, to negotiate with the highest ranked and qualified Proposer, and to modify or cancel in part or in its entirety this RFP if it is in the best interest of the Plymouth Municipal Airport. Proposals will be evaluated based upon several criteria including but not limited to the following: Qualifications and experience as a chef/cook and management for a similar restaurant, financial soundness of the proposer, completeness of proposal, references, completeness of the business plan, completeness of the conceptual floor plan, demonstrated value to the Plymouth Airport, and likelihood of success.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

One (1) sealed envelope, containing one (1) unbound original and seven (7) copies of the complete proposal marked **“PROPOSAL TO OPERATE A RESTAURANT AT THE PLYMOUTH MUNICIPAL AIRPORT”** must be received by the time specified in the legal advertisement. It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

Within your Proposal, please include all information requested in this Request for Proposals in a clearly labeled and organized format. The Commission reserves the right to request additional information if required.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing; email is preferred. The last day to submit written requests can be found in the Section II, “Key Dates for this Proposal.” Please contact Thomas Maher for clarification of this Request for Proposal. Direct all inquiries regarding the plan to: tmaher@townhall.plymouth.ma.us with the subject line “RFP for Restaurant” or mail to Plymouth Airport Attn: Thomas Maher, 246 S. Meadow Road, Plymouth, MA 02360 The Airport business hours are: 8:00 AM to 4:00 PM 7 days a week. All questions must be received before the date specified in the Section II, “Key Dates for this Proposal.”

**ATTACHMENT A
TOWN OF PLYMOUTH
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Company name _____

Signature _____

Address _____

Name (Print) _____

Title _____

Telephone _____

Date _____

Email Address _____

ATTACHMENT B STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

Company Name _____

Signature: _____
*Signature of individual or Corporate Officer **

Printed Name: _____

Title: _____

Date: _____

Social Security or
Federal ID Number** _____

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Social Security # (Voluntary) or Federal Identification Number (FIN)

Your Social Security or Federal ID Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49A.

ATTACHMENT C DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale Lease or rental for _____ (term):

4. Seller(s) or Lessor (s): _____

Purchaser(s) or Lessee(s) _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

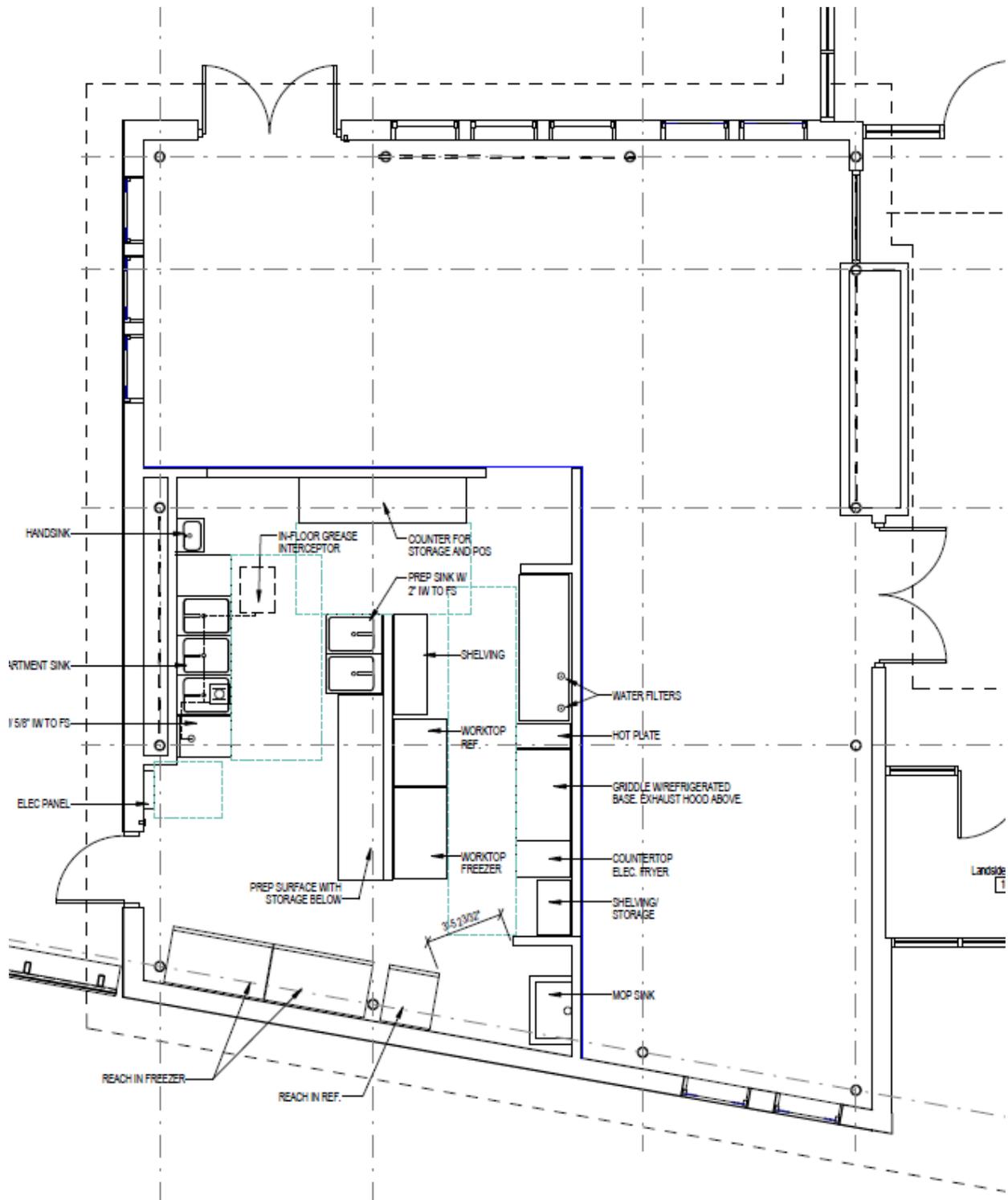
Signature: _____

Printed name: _____

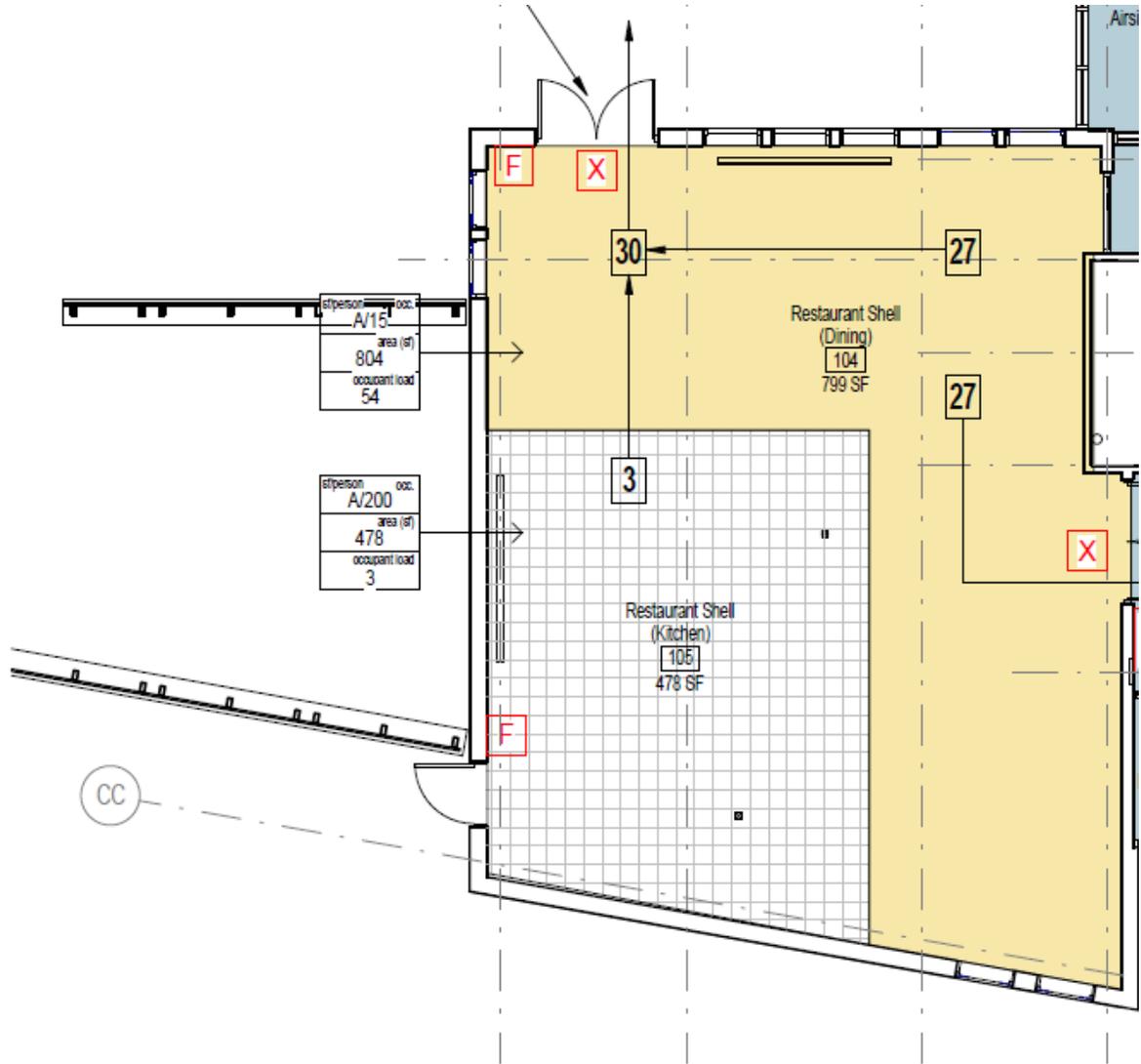
Title: _____

Date: _____

ATTACHMENT D RESTAURANT/KITCHEN LAYOUT



ATTACHMENT D CONTINUED



ATTACHMENT E NON-PRICE TECHNICAL PROPOSAL WORKSHEET

Please respond in the area provide or in a separate document. Attach all required documentation.

1. Please explain in some detail how it intends to provide excellent customer service to any of the constituencies, or customer bases it will serve including:

- Airport Staff
- Employees of business located at the airport
- Local Residents
- “Fly-in” General Aviation Pilots and Passengers
- Corporate Charter Operations
- Special Events held at the airport

2. Attach a detailed business plan for the proposed concession.

3. A description of how the restaurant will be an integral part of the community.

4. Identification of the principal persons to be associated with the proposed operation and their respective qualifications and experience levels.

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5. The scope and extent of services to be offered, days and hours of operation, and anticipated staffing.

6. The expected timetable for setup, occupancy, and startup of services, once approved to proceed.

7. Attach a proposed menu and sample pricing to be offered and a proposed catering menu that can be accessed and utilized by transient business jet companies

8. A conceptual floor plan showing the anticipated layout of the lease area to accommodate proposed restaurant needs. Please see Attachment D for the Kitchen/Restaurant Layout.

9. Attach references related to the Proposer's experience in other, similar food service locations.

10. Confirmation of ServSafe and TIPS certification as applicable.

11. Proof of financial ability and stability to complete and operate concession.

12. Bank reference letter(s)

13. Written acknowledgement to the Commission that all necessary permits shall been obtained prior to opening.

14. The following optional elements may also be submitted as supplemental information:

- a. Theme (if any), advertising and promotion plans.
- b. Listing of any special terms and conditions that would be modified from the standard lease agreement with the Commission, such as, but not limited to, initial and future revenue expectations, to operator and to the Commission, exceptions or variations in the scope of the operation, or any other pertinent information within this category.

ATTACHMENT F PRICE PROPOSAL AIRPORT TENANT LEASE

In the area below, the Proposer will indicate their Price Proposal for their ten year lease. The Proposer must indicate the Lease amount for the first ten years of operation.

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Year 6: _____

Year 7: _____

Year 8: _____

Year 9: _____

Year 10: _____

ATTACHMENT G LEASE AGREEMENT

PLYMOUTH MUNICIPAL AIRPORT

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into by and between the PLYMOUTH AIRPORT COMMISSION, acting pursuant to its statutory authority under Mass. Gen. L. c. 90 §§51D to 51N, as amended, having a usual place of business at 246 South Meadow Road, Plymouth, Massachusetts 02360, which shall be called the “Lessor” in this Agreement, and _____ with a usual place of business at _____, which shall be called the “Lessee” under this Agreement, for space at the Plymouth Municipal Airport (“Airport”). The Lessor and the Lessee shall sometimes be referred to in this Agreement as the “Parties”.

In consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged by the Lessor and the Lessee, the Parties hereto do hereby agree as follows:

1. Leased Premises.

A. **Agreement to Lease Premises.** Lessor hereby leases to the Lessee and the Lessee hereby leases on an exclusive use basis from Lessor, a certain portion of the new Plymouth Municipal Airport Administration Building consisting of approximately 1,277 square feet for the operation of a restaurant, including a kitchen, utilities, and related storage (the “Leased Premises”), plus the non-exclusive right in common with all others to use a proposed paved/patio area directly outside the Administration Building, shared public bathroom space, and approximately sixty (60) proposed parking spaces located outside the Administration Building. The Leased Premises is further depicted on a plan attached hereto as incorporated herein as Exhibit A.

B. **Purpose of Agreement.** Lessee agrees that it shall use the Premises only for the purposes of operating a restaurant and for no other purposes without the express written approval of the Lessor in the Lessor’s sole discretion. The Lessee shall maintain adequate casualty/liability insurance for the Leased Premises.

C. **Access.** Lessor agrees that if Lessee is not in breach of this Agreement, Lessee and its agents, servants and employees, and all contractors, subcontractors, suppliers, agents, invitees, and other representatives (“Lessee’s Associates”) are authorized to ingress and egress across the public common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable Rules and Regulations of the Plymouth Airport as may be amended from time to time on a non-exclusive basis and to the extent reasonably necessary for Lessee’s use, occupancy, and operations in the Leased Premises. The Lessee agrees that there shall be no access for ingress or egress through the non-public or restricted areas of the Airport, including the runways, taxiways, hangers or other areas.

D. **Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves the right of flight for the passage of aircraft in the air over and around the Leased Premises and the right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, earthen materials, minerals, and other elements.

2. Term.

A. **Term.** The term of this Agreement shall be for a period of ten (10) years commencing on _____ 1, 201____ (the "Commencement Date") and ending ten (10) years later on _____, 20____ (such period being the "Initial Term").

B. **Expiration Date.** The date on which this Agreement expires under the terms of this Section 2.A or Section 2.B shall be the "Expiration Date".

3. Rent and Payment.

A. **Amount Due.** Lessee covenants to pay annual rent to Lessor for Lessee's lease of the Premises in the amount (\$ _____) dollars per year, said rent shall be payable in twelve (12) equal monthly installments of (\$ _____) dollars per month, on or before the first date of each and every month commencing on _____, 201____ in advance. The basis for the land rental fee for this agreement is a flat fee.

B. **When Due.** Rent payments shall be payable in advance and due on or before the first date of every month commencing on _____, 201____ or the date of the execution of this Agreement, whichever is earlier, and thereafter on or before the first date of each and every month thereafter during the term of this Agreement.

C. **Additional Rent.** Any sum that Lessee is obligated to pay to Lessor arising from or relating to this Agreement or Lessee's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, water, sewer and utility charges.

D. **Past Due Amounts.** If Lessee fails to pay when due any amount required to be paid under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of ten percent (10%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Lessee's failure to make payment in a timely manner.

E. **Payment.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Lessee aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No

statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Lessee is dishonored by a bank, Lessee covenants and agrees to pay all charges that the bank may assess to Lessor plus a service charge of One Hundred Dollars (\$100.00) per occurrence. Lessor has the right to apply any sum paid by Lessee to any obligation that Lessee owes to Lessor (whether or not in connection with this Agreement). Lessee shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time): 246 South Meadow Road, Plymouth, MA 02360

G. Sewage Treatment Plant. The Lessee shall pay when due all utility costs including a proportionate share of sewerage fees for the operation and maintenance of the Plymouth Airport sewerage treatment plant as determined by the Plymouth Airport Commission and listed in the current Plymouth Airport Sewer fees. The maximum water usage is 150 gallons per day entering into the sewer system. The Lessee also agrees to maintain and submit records to the Airport Commission which outlines the maintenance and frequency of cleaning procedures for any grease traps. Further the Lessee shall not place or allow to be placed any material which causes damage to the operation of the sewage treatment plant. The Lessee agrees to pay damages for and additional costs of the operations of the sewer treatment plant if the Lessee or Lessee's Associates damages the treatment plant due to the introduction of unacceptable material into the sewer system. The Lessee is obligated to connect and maintain a connection to the Plymouth Airport Sewage Treatment at the Lessee's sole cost and expense. The connection will be made in compliance with the Lessor's specifications and the Lessee shall pay a connection fee as set by the Lessor. The Lessee shall be responsible for the maintenance of any and all equipment, pumps, piping, valves etc. from the building up to and including the connection to the existing Airport sewer main. The Lessee shall be responsible to pay the Lessor, as additional rent, a sewerage fee as noted on the attached sewerage rate sheet (see Exhibit B).

4. Lessee's Use of the Premises

A. Comply with All Laws. Notwithstanding Lessee's rights to engage in the uses expressly permitted in Section 1.B, Lessee and Lessee's Associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Lessee's use, occupancy, or operations in the Administration Building or the Airport (the "Laws, Rules and Regulations"), which include, but are not limited to, all local, state and federal laws, statutes, bylaws, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Plymouth Municipal Airport Rules and Regulations, the Airport master plans and all local zoning codes, and all other Laws, Rules and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, any Airport Security Plan); and all lawful, reasonable, any Airport policies and other requirements. Upon a written request by Lessor, Lessee will verify and certify in writing, within a reasonable time frame, compliance with any such Laws, Rules and Regulations.

B. No Unauthorized Use. Lessee and Lessee's Associates shall use the Premises for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Rules and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

C. Permits and Licenses. Lessee shall obtain and maintain in current status all permits and licenses that are required under any Laws, Rules and Regulations in connection with Lessee's use, occupancy, or operations in the Leased Premises or the Airport. In the event that Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall forthwith provide Lessor with timely written notice of the same.

D. Taxes and Liens. Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations in the Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

E. Damage to Property and Notice of Harm. In addition to Lessee's indemnification obligations set forth in this Agreement, Lessee, at Lessee's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of the Lessee or Lessee's Associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

F. Signage and Advertising. Lessee is not authorized to install or operate any signage, solar panels or other structures outside of Administration Building (other than a hangar number), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Lessee's expense and shall comply with Laws, Rules and Regulations (including, but not limited to, Plymouth Airport signage policies and standards and Town of Plymouth's zoning bylaws and permit requirements). Lessee shall not advertise or permit others to advertise at the Airport by any means.

G. Security. Lessee is responsible to comply (at Lessee's sole cost) with all security measures that Lessor, the Massachusetts Department of Transportation (Mass DOT) – Aeronautics Division, Federal Aviation Administration, Department of Homeland Security, or any other governmental entity having jurisdiction may require in connection with the

Administration Building and Airport, including, but not limited to, any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport.

I. **Maintenance, Repair, Utilities, and Storage.** Lessee's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Lessee shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate in the Leased Premises and all improvements at Lessee's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Lessee shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Lessee shall perform all work in accordance with Laws, Rules and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Lessee shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 14.

J. **Operations and Personnel.** Lessee shall occupy the Leased Premises at all times and shall operate in a manner that promotes the Plymouth Municipal Airport. Lessee shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Lessee shall control the conduct, demeanor, and appearance of Lessee's employees and Lessee's Associates to prevent them from doing so. If Lessor, for good and sufficient cause, deems any of Lessee's employees or Lessee's Associates to be objectionable, Lessee shall take all steps necessary to remove such persons from the Airport. Lessee's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Lessee shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Lessee's operations if safety Laws, Rules and Regulations or other safe work practices are not being observed. Lessee shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory programs implemented by Lessor, including, but not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

K. **Restrictions on Use.** As a non-aviation tenant, the Lessee shall have no access to the airport movement area, runways, taxiway or airport proper.

5. **Indemnity and Insurance Requirements.**

A. **Indemnity by Lessee.** Lessee agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: 1. any use, occupancy, or operations at the Premises or the Airport by Lessee or Lessee's Associates; or 2. any wrongful, reckless, or negligent act or omission of Lessee or Lessee's Associates. Lessee shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section 5.A shall survive the expiration or other termination of this Agreement with respect matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. **Waiver.** Lessee assumes all risk of the use of the Leased Premises and the Airport, and Lessee hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Lessee's use, occupancy, or operations in the Leased Premises or the Airport.

C. **Insurance.** At Lessee's cost, Lessee shall procure the following insurance coverage prior to entering the Premises, and Lessee shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time:

a. **General Liability with Additional Coverage.** General liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) per occurrence, including, but not limited to, contractual liability coverage for Lessee's performance of the indemnity agreement set forth in Section 5.A.

b. **Property.** All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises but not less than \$250,000.00. Lessee may purchase insurance for Lessee's personal property as Lessee may determine.

c. **Automobile.** If Lessee drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Lessee's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

d. **Pollution.** Lessee is responsible for environmental losses. Any pollution legal liability insurance obtained by Lessee shall comply with the requirements for insurance that are stated in this Agreement.

D. **General Requirements.** At all times when this Agreement is in effect Lessee shall maintain in force all required insurance coverage and shall have on file with the Lessor

Certificates of Insurance evidencing the same. All certificates shall be signed by a person authorized by the insurer and licensed by the Commonwealth of Massachusetts. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name Lessor, the Town of Plymouth, and their officers, employees, and volunteers as additional insureds (or in the case of property coverage, the Plymouth Airport Commission shall be named as a loss payee). The Lessee shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. Lessor retains the right to approve any deductibles, and Lessee shall notify Lessor of any material erosion of the aggregate limits of any policy. Lessee's policies shall be primary.

E. **Minimum Requirements.** The insurance requirements herein are minimum requirements, and Lessee is responsible to obtain adequate insurance coverage as Lessee may determine. Except as otherwise expressly set forth in this Agreement, Lessee assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

F. **Waiver of Subrogation.** Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

G. **Terms Subject to Change.** Lessor, in its sole and absolute discretion, reserves the right to review and adjust at any time Lessee's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Lessee's use, occupancy, or operations at the Airport. Among other things, Lessor may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Lessee.

H. **Reimbursement for Increased Costs to Lessor.** If any insurance carrier providing coverage to Lessor increases its charge of any policy of insurance carried by Lessor as a result of this Agreement or Lessee's use, occupancy, or operations at the Airport, Lessee shall pay the amount of such increase within ten (10) days after Lessor delivers to Lessee a certified statement from Lessor's insurance carrier stating the amount of the increase attributable to Lessee.

I. **Stopping Operations.** Among Lessor's remedies, if at any time Lessee's insurance coverage is not in effect as required herein, Lessor may (but is not required to) stop all or any portion of Lessee's operations without liability to Lessor until Lessee fully restores such coverage.

6. Assignment, Mortgage, or Sublease

A. **Assignment by Lessee.** Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the

prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

B. Assignment by Lessor. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

C. Encumbrances. Lessee shall not encumber or permit the encumbrance of any real property at the Airport including the Leased Premises. Lessee shall not encumber or permit the encumbrance of any of Lessee's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 9 is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: 1. such encumbrance shall only encumber Lessee's leasehold interest for the purpose of securing financing for Lessee's authorized improvements (no other encumbrance shall be permitted); 2. such encumbrance shall be subordinate to Lessor's interests; 3. the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; 4. the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; 5. any default relating to such encumbrance shall be a default of this Agreement; 6. the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Lessee-owned improvements and other property at the Premises; and 7. such encumbrance shall terminate prior to the Expiration Date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. If (while such encumbrance is in effect) Lessee defaults under such encumbrance or this Agreement, and if such lienholder is in compliance with the provisions set forth in this Section and cures Lessee's defaults of this Agreement within twenty (20) days after the first such default, Lessor will permit such lienholder to provide a substitute tenant/lessee (which must be acceptable to Lessor in its sole discretion) for a period of up to twelve (12) months after the date when such lienholder cured all defaults so long as such lienholder fully performs this Agreement during such period. If such lienholder fails to comply with any of the foregoing requirements, such failure shall be a default of this Agreement and Lessor may at any time (but is not required to) terminate this Agreement and exercise any rights under this Agreement. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.

D. Subleasing. Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Lessee shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by Lessor. Lessee shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Lessee shall reserve the right to amend Lessee's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sub lessees will

attorn to and pay rent to Lessor if Lessee ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Lessee shall provide to Lessor a copy of every sublease executed by Lessee (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Lessee of any obligation under this Agreement.

7. Rules and Regulations. The Rules and Regulations of the Airport shall be attached hereto and incorporated herein as Exhibit C.

8. Good and Sufficient Repair

It is agreed that the Lessor shall be under no obligation to maintain or repair the Leased Premises, but that Lessee shall keep and maintain said premises in good and sufficient repair and to quit and deliver up the premises upon the termination of the lease in its original condition they are now, ordinary wear and tear and damage resulting from action of the elements or circumstances over which the Lessee has no control, only, excepted. All fixtures installed in the premises shall become the Property of the Lessor at the conclusion of the Lease Term.

9. Lessor's Authority; Right to Make Improvements, Alterations, or Repair

A. Nature of Lessor. Lessor is a governmental entity and has charge and custody of the Administration Building and Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.

B. Access to Premises. Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("Lessor's Associates") reserves the right to enter the Leased Premises as provided in this Section 9.B, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor's Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor's Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor's Associates shall have right to enter the interior of the Leased Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Lessee. Lessee agrees that Lessor may discuss with Lessee's employees any matters pertinent to Lessee's use, occupancy, or operations at the Premises and the Airport.

C. Lessor's Right to Work Within, Alter, or Recover Premises. Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor's best interests, including, but not limited to, within the Leased Premises. Lessor has the right to recover all or any portion of the Premises from Lessee in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Leased Premises, Lessor shall provide Lessee with

ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:

a. Purchase the Lessee-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining, value of such Lessee-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing.
OR:

b. Relocate such Lessee-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.

c. Nothing under this Section 9.C shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Lessee's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. Lessee hereby agrees that Lessor has not nor does hereby represent, warrant or guarantee, either expressly or by implication, that 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.

10. Lessee to Restore Premises

In the event the demised premises are destroyed in whole or in part by fire or other casualty, or by the Lessee's want or care, Lessee shall, on receipt of notice from the Lessor, promptly rebuild or restore the premises to their previous condition, or, alternately, may elect to demolish the remaining structure, restore the ground site to pre-lease condition, and, then, terminate this agreement upon thirty day 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 cost incurred by the Lessee attributable to any election of the Lessee hereunder.

11. Lessee to Comply With Fire Prevention Laws

Lessee shall comply with all local, state and federal laws, rules, regulations and requirements applicable to the premises, and, in particular with those relating to the correction, prevention or abatement of nuisances or other grievances, in, on, or connected with the demised premises. Lessee shall at all times comply with the code, rules and regulations of the Plymouth Fire Department for the prevention of fires, and shall, at its own expense, comply with all orders relating thereto, provided, however, that there shall be no obligation hereunder to make substantial structural changes, alterations, or to install costly fire detection or prevention systems. No fire hazardous use of the premises is authorized herein.

12. Default

A. **Lessee's Default.** The occurrence of any of the following events shall constitute a default by Lessee under this Agreement unless cured within ten (10) days for any monetary defaults and thirty (30) days for any non-monetary defaults following written notice of such violation from Lessor: 1. Lessee fails to timely pay any installment of rent or any additional rent; 2. Lessee violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); 3. Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); 4. Lessee files a petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; 5. Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; 6. Lessee defaults in constructing any improvements that are required to be constructed under this Agreement; 7. Lessee ceases to conduct business in the Administration Building for longer than seven (7) days without the express written approval of the Lessor.

B. **Remedies.** Upon any default by Lessee under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: 1. perform in Lessee's stead any obligation that Lessee has failed to perform, and Lessee shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); 2. terminate Lessee's rights under this Agreement upon delivering a written notice of termination; and 3. re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Lessee shall pay all costs and damages arising out of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and reasonable attorneys' fees and costs. Notwithstanding any termination or re-entry, Lessee shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Lessee shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Lessee with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises. Following a default by Lessee under this Agreement, Lessor shall not be required to exercise commercially reasonable, good faith efforts to mitigate its damages unless required by law in Massachusetts to do so.

C. **Default by Lessor.** Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Lessee to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

D. **Survival.** The provisions of this Section 12 and the remedies and rights provided herein shall survive any expiration or termination of this Agreement.

13. **Expiration or Termination of Agreement.**

A. **Disposition of Lessee's Improvements.**

a. **Disposition If Agreement Terminates Due to Default.** If this Agreement terminates before the Expiration Date due to a default pursuant to Section 12, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Lessee-owned improvements on the Premises. Upon Lessor accepting any such title, all of Lessee's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Lessee shall surrender such improvements and the Premises upon termination of the Agreement in accordance with Section 12. If Lessor rejects any such title, or if such ninety-day period expires, Lessee shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Lessee's sole expense in a manner acceptable to Lessor (and the Indemnity obligations of this Agreement shall apply to such removal). If Lessee fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor pursuant to Section 12.B.

b. **Disposition Upon Expiration.** If this Agreement expires at the Expiration Date, Lessee agrees that Lessor shall have (and hereby grants to Lessor) the option to purchase all or any of the Lessee-owned improvements on the Premises. Lessor shall exercise such option by giving Lessee written notice of such exercise thirty (30) days before the Expiration Date. The purchase price for such improvements shall be the fair market value of the same, which shall be determined by a mutually agreed upon appraiser. If the parties cannot agree on an appraiser, each party shall choose a competent appraiser within twenty (20) days, and those appraisers shall choose a competent, impartial appraiser to act as an umpire. The parties' appraisers shall then determine fair market value, and if they cannot agree within a reasonable time, the umpire shall choose between the two appraised values. If Lessor does not exercise such option to purchase (or if when exercising such option Lessor does not acquire a Lessee-owned hangar), Lessee may either: (a) transfer its interests in the improvements owned by Lessee to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Lessee shall surrender the Premises (in accordance with Section 12.B) and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Lessee (and the Indemnity obligations of this Agreement shall apply to such removal). If Lessee fails to perform either such alternative, Lessor shall have the rights set forth in Section 12.A.1. and may exercise them at any time.

B. **Surrender of Premises.** Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall; 1. promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor pursuant to Section 12.A) "broom clean," free of debris, and in good order and condition; 2. repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); 3. deliver to Lessor all keys and access credentials relating to the Airport; 4. perform Lessee's environmental obligations as provided in Section 14; and 5. remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor,

(except that Lessee must obtain Lessor's prior written consent to remove any such property if Lessee is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Lessee leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Lessee or any other person (except that improvements owned by Lessee shall be as provided in Section 12.A). Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from its obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Lessee a written acceptance of such surrender.

C. **Holding Over.** If Lessee remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Lessee shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Lessee shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport (which Lessor shall determine in its sole discretion).

D. **Survival.** The provisions of this Section 13 shall survive any expiration or termination of this Agreement.

14. Hazardous Waste

A. **No Violation of Environmental Laws.** Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Lessee or Lessee's Associates in violation of applicable Environmental Laws. Lessee is responsible for any such violation as provided by the Indemnity provisions of this Agreement.

B. **Response to Violations.** Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee or Lessee's Associates at the Airport, Lessee shall provide Lessor with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws, Rules and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Lessee is complying with applicable Environmental Laws. Lessor may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee or Lessee's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: 1. promptly remediate such violation in compliance with applicable Environmental Laws; 2. submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; 3. work with Lessor and

other governmental authorities having jurisdiction in connection with any violation; and 4. promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Lessee is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Lessee's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Lessee shall work cooperatively with Lessor and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by Lessor, Lessee shall demonstrate to Lessor's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. The obligations of this Section 14 shall survive any termination of this Agreement.

15. 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.

16. 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 return 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.

17. General Provisions

A. Governmental Provisions.

a. **Nondiscrimination Regarding USDOT Programs.** Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. **Nondiscrimination Regarding Facilities, Improvements, and Federally- Funded Activities.** Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, 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, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws, Rules and Regulations, and shall obtain such compliance from any sub lessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. **No Exclusive Rights.** Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).

d. **Agreement Preserves Authority's Compliance.** This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.

e. **Subordination to Authority's Government Commitments.** This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be non-compliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

B. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by Lessor (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

C. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations)

is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

D. **Rights and Remedies.** Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E. **Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Lessee shall be responsible for all expenses, including, but not limited to, attorney's fees, incurred by Lessor in any case or proceeding involving Lessee or any permitted assignee of Lessee under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.

F. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for the District of Massachusetts at Boston or the Superior Court sitting in Plymouth County so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section shall survive any expiration or termination of this Agreement.

G. **Amendments and Waivers.** No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

H. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

I. **Merger.** This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

J. **Further Assurances.** Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

K. **Miscellaneous.** The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

L. **Incorporation.** All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Lessee in response to a solicitation by Lessor, to the extent accepted by Lessor, shall also be incorporated in this Agreement and form a part thereof. Lessee hereby acknowledges receiving Exhibits A, B & C to this Agreement.

M. **Binding Obligation.** Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Lessee.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate, each of which shall be deemed an original, as of the date first written above.

LESSOR:

PLYMOUTH AIRPORT COMMISSION
On behalf of the Town of Plymouth

Chairman

LESSEE:

By its duly authorized representative

Printed Name of Person Signing _____

Title of Person Signing _____

Approved:

As to Form _____

Exhibit A (the "Leased Premises").

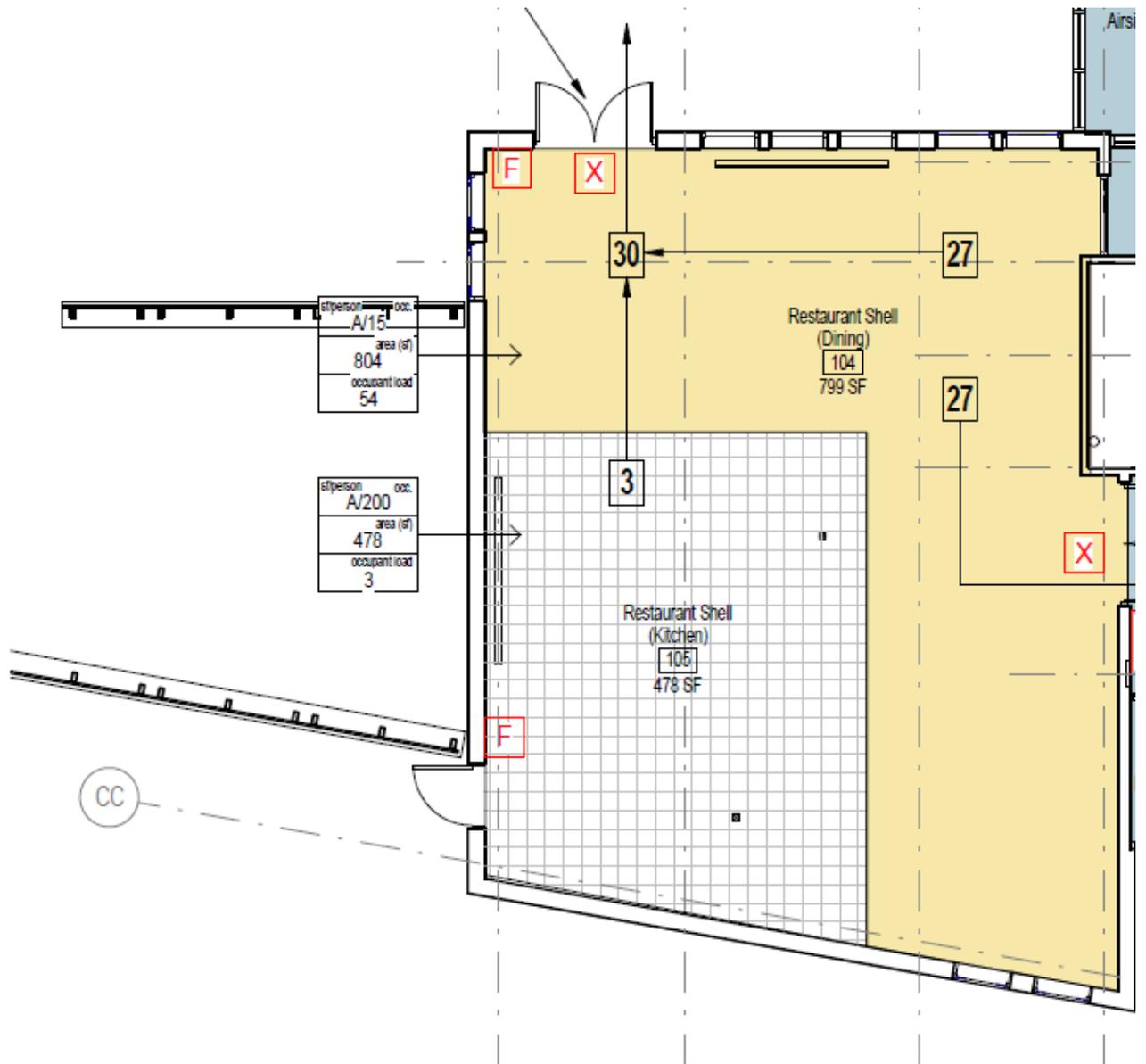


Exhibit B (the “Sewer Rate”)

The quarterly sewer rate is \$186.82.

Exhibit C (the “Rules and Regulations of the Plymouth Airport”).

Plymouth Municipal Airport

Minimum Standards for Commercial Aeronautical Activities
(AC NO: 150/5190-7)

Adopted: 2/96
Last Updated: 9/15

Purpose

Commercial aeronautical activity is important to every airport, whether it is a small FBO, an independent mechanic, or an aircraft charter company. It is businesses like these that ensure the survival of any public airport. It gives the consumer reasons and options when visiting that airport. Part of any consumer choice in selecting a company to do business with is safety and reliability. To help protect not only the consumer, but also the airport and its surrounding communities, the airport has developed minimum standards based upon FAA guidelines.

Minimum Standards are basic requirements that any persons wishing to start a commercial aeronautical business at the airport must meet in order to begin operations. The FAA stresses that, where minimum Standards are adopted, they should be applied objectively and uniformly to all on-airport commercial aeronautical activities.

General Policy

The Plymouth Airport Commission (PAC) recognizes its responsibility as an airport proprietor to the Town of Plymouth, airport users, and general public to conduct and operate the airport with prudence and sound judgment for the social and economic well being of the Town of Plymouth, airport users, and local environs. The Plymouth Airport Commission may as needed, solicit for a commercial operator in the event that additional operators are needed. The Plymouth Airport Commission requires commercial operators comply with all appropriate Local, State, and Federal laws and regulations regarding the commercial operation.

The Plymouth Airport Commission requires commercial operators to maintain with the Commission a permanent file of plans and as-builts regarding their operation. The Commission may, upon written application, grant exemptions to the applications of the standards, when satisfied, or end the application process that the public interest will be best served by granting such an exemption.

List of Commercial Aeronautical Businesses

Aircraft Repair (Airframe, Power Plant, or Accessories)	Transient Flight Operations
Flight Instruction	Specialized Commercial Flying Services
Aircraft Rental	Aircraft Clubs and Organizations
Private or Commercial Hangar Facilities	Aircraft Charter or Air Taxi
Aircraft Sales and Leasing	

Definitions

AC shall mean Advisory Circular. Minimum Standards are part of Advisory Circulars which are documents published by the Federal Aviation Administration to assist airports and other components of the aviation system in operations and planning.

AIP shall mean Airport Improvement Program

Airport Sponsor shall mean the owner/operator of the Plymouth Municipal Airport

FAA shall mean Federal Aviation Administration

FAR shall mean Federal Aviation Regulation

PAC shall mean Plymouth Airport Commission

TSA shall mean Transportation Security Administration

Airport Layout Plan- A plan for an airport showing boundaries and proposed additions to all areas owned or controlled by the sponsor for airport purpose, the location and nature of existing and proposed airport facilities and structures, and the location on the airport of existing and proposed nonaviation areas and improvements thereon.

Airport Master Plan- Presents the planner's conception of the ultimate development of a specific airport. It presents the research and logic from which the plan was evolved and displays the plan in a graphic and written report.

Commercial Operator – Any company/person which offers any Commercial Activity or service for monetary compensation.

Commercial Activity- The following activities commonly conducted on airports are commercial activity within this definition: charter operations, flight training, aircraft rental, aircraft sales and leasing, sightseeing, aerial photography, aerial advertising, air carrier operations, aircraft agricultural work, or any other activity deemed by the PAC, which because of its direct relationship to the operation of aircraft can appropriately be regarded as a commercial activity.

Exclusive Right- A power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights would be an Exclusive Right. The granting of an Exclusive Right to conduct a Commercial Aeronautical Activity on an airport developed or improved with federal funds is expressly forbidden by law.

FAR Part 105- Parachute Operations

FAR Part 107- Airport Security

FAR Part 121- Operating requirements: Domestic, flag, and supplemental operations.

FAR Part 135- Operating requirements: Commuter and on demand operations and rules.

FAR Part 139- Certification and operations: Land airports serving scheduled and unscheduled operations. Typically scheduled and unscheduled aircraft operations with more than 30 seats.

Instrument Conditions- Regulations and procedures for flying aircraft by referring to the aircraft instrument panel for navigation and aircraft control.

Land Use Plan- Shows on-airport land uses as developed by the airport sponsor under the master plan effort and off-airport land uses as developed by surrounding communities.

Lease- A contractual agreement granting a leasehold interest in property on the Airport which is in writing between the Commission and an entity. A lease does not grant the lessee permission to conduct a commercial activity on the Airport.

Self-Fueling- Is the fueling of an owners aircraft by the aircraft owner or their direct employee.

Self Service- Is the repair and or otherwise care of an owner's aircraft by the aircraft owner or their direct employee.

Through-the-Fence Operations- Businesses or individuals that have access to the airport infrastructure from outside airport property, or that utilize airport property to conduct business at the airport.

Requirements for Commercial Aeronautical Activity

Requirements for Aircraft Charter Part 135 or Air Taxi

FAR Part 135 Aircraft Charter or Air Taxi

1. A well lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
2. Building must be located within walking distance to the aircraft.
3. Suitable tie-down or hangar space for all company aircraft.
4. Not less than **two licensed airworthy aircraft** for part 135 charter operations and **equipped for flight under instrument conditions**.
5. A telephone listed under the company name.
6. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
7. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the Town of Plymouth, Airport Commission, and the Airport Manager as named additional insured.
8. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Plymouth Airport.
9. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.
10. Facility must include office space, areas for flight planning, crew rest area, and a customer lounge.
11. Adequate parking for customer vehicles.

Requirements for Scheduled Air Carrier Service Part 121

The Plymouth Airport is not a FAR part 139 certified Airport nor does the airport support any plans to render such service in the future. Before any Scheduled Air Carrier could operate at the Plymouth Airport, the facility would require significant improvements to accommodate the requirements of FAR parts 121, 139, 107, and 105. No such improvements can take place without the Airport first having conducted all appropriate public hearings and the appropriation of funding to make such changes to the facility. When and if Part 121 operations were to be granted, the operator must meet the following requirements.

1. Must show evidence as may be necessary to support the need for such service, to include a marketing study to reflect the market potential, the support of the business community, a plan of proposed operations, scheduling and passenger forecasts, environmental impact assessment for the proposed schedule, and the approval of destination airports.

2. Availability of facilities to accommodate public users in the number forecasted. These facilities would include automobile parking, waiting areas, ticketing, enplaning and deplaning procedures, and baggage handling.
3. Flight schedule shall be subject to the approval of the Commission.
4. Monthly reports or copies of daily manifests to show the number of enplaning and deplaning passengers at the airport.
5. A well lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
6. Building must be located within walking distance to the aircraft.
7. Suitable tie-down or hangar space for all company aircraft.
8. Not less than **two licensed airworthy aircraft** for part 121 charter operations and **equipped for flight under instrument conditions**.
9. A telephone listed under the company name.
10. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
11. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the Town of Plymouth, Airport Commission, and the Airport Manager as named additional insured.
12. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Plymouth Airport.
13. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.
14. Ability to provide security for the public users in the numbers forecasted, and also meets all the requirements of the TSA.

Requirements for Flight Instruction

1. A well lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
2. Training equipment such as mock ups and instrument training aids must be provided within the building.
3. Adequate automobile parking for customers.
4. Building must be located within walking distance to the aircraft.
5. Suitable tie-down or hangar space for all company aircraft.
6. Not less than **two licensed airworthy aircraft** and at least **one licensed airworthy aircraft equipped for flight under instrument conditions**.
7. At least one fully licensed flight instructor who is IFR and CFI certified and holds a current Commercial license in similar aircraft type.
8. A telephone listed under the company name.
9. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
10. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the Town of Plymouth, Airport Commission, and the Airport Manager as named additional insured.
11. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Plymouth Airport.

12. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.

Requirements for Aircraft Repair (Airframe, Power Plant, or Accessories)

1. A well lighted and heated waiting room of at least **200 square feet** and hangar space of at least **3000 square feet**, leased or owned, on airport. This area is to be located within walking distance of the aircraft.
2. A listed telephone number under the company name attended normal business hours, at least 8 hours per day, and 5 days per week.
3. Liability insurance of at least **\$1,000,000** naming the Town of Plymouth, Airport Commission, and the Airport Manager as named additional insured.
4. At least **two full time licensed mechanics** on duty during hours that are convenient to customers, at least 8 hours per day, 5 days per week.
5. Minimum equipment including but not limited to jacks and lifts for high and low winged aircraft and engine testing equipment.
6. A minimum stock of spare parts unique to the normal type of aircraft maintained at the facility.
7. Suitable, approved facilities for cleaning aircraft parts.
8. A service to remove any non-airworthy aircraft from the airport within a reasonable timeframe.
9. A plan approved by the Fire Department and the Airport Manager for the storage and removal of any and all waste aircraft fluids or cleaning materials.
10. A Storm Water Pollution and Hazardous Spill Prevention/clean-up plan.
11. An ongoing demonstrated ability to meet certification requirements of FAA, EPA, and State and Local authorities.

Requirements for Aircraft Sales and Leasing

1. A well lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
2. Building must be located within walking distance to the aircraft.
3. Suitable tie-down or hangar space for all company aircraft.
4. Facility must include office space, areas for flight planning, and a customer lounge.
5. Adequate automobile parking for customers.
6. At least one person holding a current pilot license and ratings appropriate for the type of aircraft to be demonstrated.
7. A telephone listed under the company name.
8. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
9. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the Town of Plymouth, Airport Commission, and the Airport Manager as named additional insured.
10. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Plymouth Airport.
11. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.

Requirements for Aviation Clubs, Organizations, and Other Specialized Commercial Flying Services

Specialized commercial aeronautical activities such as, but not limited to the following: Aerial photography or survey, fire fighting or fire patrol, banner towing or aerial advertising, power line or pipeline patrol, medical flight, police patrol, sport flight clubs, and other similar commercial aeronautical businesses.

1. A well lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
2. Building must be located within walking distance to the aircraft.
3. Suitable tie-down or hangar space for all company aircraft.
4. Must demonstrate they are licensed and/or authorized to do business in the state of Massachusetts.
5. A telephone listed under the company name.
6. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
7. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the Town of Plymouth, Airport Commission, and the Airport Manager as named additional insured.
8. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Plymouth Airport.
9. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.

Transient Flight Operations

No transient flight operations can use the Plymouth Airport to pick up students or advertise the Plymouth Airport as **point of origin** for flight instruction without first complying with the minimum standards established by the Plymouth Airport and Airport Commission.

Through the Fence Operator

As stated before, minimum standards are created for the safety and security of the users of the Plymouth Airport and the surrounding communities. For those reasons the PAC does not grant any commercial aeronautical activity to operate through the fence because it is felt that the security of the Plymouth Airport would be compromised.

Aeronautical Uses

The Plymouth Airport Commission, in accordance with Federal Grant Assurances will make the airport available for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. However, safety of the airport is of the utmost importance and the Airport Commission may limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport. Aeronautical uses that may be a safety concern due to the volume and mix of traffic at the Plymouth Airport include Gliders and Powered Parachutes. Any aeronautical use that is deemed a safety concern by the Plymouth Airport Commission must be adequately justified and supported and in all cases the FAA is the final arbiter regarding aviation safety.

Skydiving

Skydiving operation at the Plymouth Airport must be approved by the Plymouth Airport Commission and comply with the following standards: FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers*, 14 CFR Part 105, United States Parachute Association's (USPA)

Basic Safety Requirements, and The Airport Commission's Letter of Agreement (LOA) in regards to skydiving operations. Also due to the mix of high speed jet traffic and extensive rotary wing activity at the Plymouth Airport, the proponent, at the proponent's cost, must provide to the Airport Commission a full Airport Impact Analysis. This analysis must be acceptable to the Commission, as to how the proposed skydiving operations can safely be conducted in the Plymouth Airport environment. The analysis to include but not limited to: interaction with high speed aircraft, helicopters, navigation aid safety areas (localizer and glide slope critical areas, ASOS) access routes avoiding runway/taxiway safety areas and avoiding the various airport safety and obstacle free areas. The proponent must be able to show, to the Airport Commission's satisfaction, that the proposed operation can be conducted in a safe manner.

Self Servicing Standards

The Plymouth Airport Commission (PAC) recognizes its responsibility as an airport proprietor to the Town of Plymouth, airport users and general public to conduct and operate the airport with prudence and sound judgment for the social and economic well being of the Town of Plymouth, airport users, and local environs. The Plymouth Airport Commission has established these standards covering the "Self-Fueling" and or "Self-Service" of aircraft on the Plymouth Airport. **In accordance with the FAA advisory circular regarding Self-Service, as the proprietor of the Plymouth Airport, the Airport Commission reserves the exclusive right unto itself to sell fuel on the Plymouth Airport.**

Servicing one's own aircraft is not an aeronautical activity that is covered by the Plymouth Airport Minimum Standards. The owner of an aircraft must engage in such self-service activities as principals using their own employees and resources. An independent commercial enterprise may not be designated as the agent of the aircraft owner to service aircraft on the Plymouth Airport without first having complied with the minimum standards of the Plymouth Airport and having received approval from the Plymouth Airport Commission. The aircraft owner does not have the right to bring a third party, such as an oil company or fuel supplier, onto the airport to refuel his aircraft nor does the aircraft owner have the right to bring a third party, such as an independent mechanic, onto the airport to repair or service his aircraft.

General Requirements

Aircraft Maintenance: For reasons of safety and environmental concern, an aircraft owner must conduct all aircraft maintenance other than minor servicing, and or maintenance such as light bulb replacement; undercover such as inside a hangar. All servicing must be done in such a manner as to comply with the Airport's "Storm Water Pollution Prevention Plan" all applicable Local, State, EPA, and Federal rules, regulations, and policies.

Aircraft Washing: An aircraft owner must comply with all Local, EPA, State, and Federal rules, regulations, and procedures regarding the "Storm Water Pollution Prevention Plan" so as not to introduce harmful materials or solvents into the environment.

Aircraft Painting: An aircraft owner must comply with all Local, EPA, State, and Federal rules, regulations, and procedures. The use of paints, dope, and thinners shall be confined to structures meeting all appropriate safety criteria, and be disposed of properly.

Self-Aircraft Fueling: An aircraft owner must comply with all Local, EPA, State, and Federal rules, regulations, and procedures regarding the transport and distribution of fuel into their aircraft on the Plymouth Airport. The Plymouth Airport is located on a sole source aquifer, for reasons of safety and environmental concern an aircraft owner must comply with the following:

1. Must pay the airport **\$0.29 per gallon** of fuel delivered upon the airport (to be reviewed and changed at the Plymouth Airport Commission's discretion).
2. Must provide an approved above ground fuel tank of **3000 gallon capacity or greater** to be located in an area designated by the PAC
3. An aircraft owner must provide to the Airport Commission, for approval by the Commission, a fueling plan outlining the fuel tank, fuel truck, fueling facility, fueling safety and environmental procedures to be utilized by the aircraft owner for the delivery and dispensing of fuel into their aircraft. The aircraft owner must also show proof that the fuel trucks are used solely for the fuel specific fuel product to eliminate the possibility of co-mingling of product,
4. Must show proof of compliance with all applicable FAA Advisory circulars, Aviation Industry fueling standards (filter types, etc...) safety and environmental rules, regulations, and procedures.
5. Evidence of ownership or lease of tanks, trucks, and fueling facility.
6. Evidence of ownership, exclusive lease and control of the aircraft. The aircraft must be under the direct and exclusive control of the company based at the Plymouth Airport. Customers, tenants, subtenants, fractional ownership aircraft, fractional ownership transient aircraft or other nonexclusive control affiliations does not constitute the ownership or direct and exclusive control required for self-fueling or self-service.
7. Environmental pollution liability insurance of \$1,000,000 combined single limit for all aspects of the fuel tank(s), fuel truck, and fueling operation. The Town of Plymouth, Plymouth Airport Commission, and Plymouth Airport also named as additional insured.
8. General liability insurance of \$3,000,000 combined single limit for all aspects of the fueling operation. The Town of Plymouth, Plymouth Airport Commission, and the airport manager also named as additional insured.
9. A copy of the EPA NPDES storm water multi-sector permit for the fueling operation and a copy of the "Storm Water Pollution Prevention Plan" for the fueling operation.
10. Evidence of worker compensation insurance for employees performing fueling operations as well as other employees that are employed by the operator.
11. Copies of all appropriate permits and evidence of proper placarding.
12. Provide record keeping on a monthly basis, in sufficient detail to meet the satisfaction of the Airport Manager of all fuel deliveries and flowage records noting the Aircraft Tail Number, date, time, and gallons used of each fueling.
13. The airport reserves the right to audit the fuel operation at its own cost.
14. Fuel deliveries onto the airport are to be limited to the hours between 7:00 a.m. and 8:00 p.m.

Failure to follow these standards will result in the cancellation of the right to self-fuel.

The Plymouth Airport does not allow the aircraft owner to contract with an off airport company to enter upon the airport to refuel his aircraft. This is clearly the conducting of an aeronautical activity, not by the owner of the aircraft, but by the fuel company. Also, the airport does not allow a "co-op" or any type of an organization formed by several aircraft

owners for the purpose of self-fueling, or as a single aircraft owner for self-fueling purposes.

Written Application

When the person or persons feel that they can meet the minimum standards of the Plymouth Airport, then they may submit a written application to the Airport Manager and Airport Commission. The written application shall include the term of agreement, fees, charges, the rights, privileges, and obligations of the respective parties, and other relevant covenants. The written application to the Airport Manager and Airport Commission are to include all of the following:

1. The proposed name and nature of the business, including intended services.
2. The names, addresses, and phone numbers of all individuals who would be owners, partners or managers of the business.
3. Copies of current FAA licenses and certificates which would be required for the proposed business.
4. A current financial statement for the business and/or owners. Certification by a Certified Public Accountant may be required.
5. A listing of assets owned, or being purchased, or leased which will be used in the business on the airport.
6. A current credit report for each party owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
7. A list of employers or work history providing information covering the last five years.
8. Preliminary plans, specifications, and dates for any improvements which the applicant intends to make on the Airport property for the proposed business. Applicant must comply with the Town of Plymouth building code, fire code, and permit requirements. Building permit applications will require the approval of the Airport Manager and the Airport Commission.
9. An operations plan providing summary of intended use of airport facilities, including proposed compliance with the Plymouth Airport “Storm Water Prevention Plan”, and Local, State, and Federal rules and regulations.
10. Evidence of ability to acquire required insurance coverage. Such policies shall not be for less than the amounts listed in the “Requirements for Commercial Aeronautical Activity” section, specific to the operation of the proposed business.
11. A financial and technical business plan, forecasting business development and demonstrating finances necessary to conduct the proposed operation and the capability to meet FAA, EPA, State, and Local requirements for the proposed service.

Reasons for Denial of Written Application

1. The applicant does not meet qualifications, standards, and requirements established in the Minimum Standards Guidelines.
2. The applicant’s proposed operations or construction will create a safety or environmental hazard on the Airport. Alterations or construction must be submitted to the FAA. **FAA Form 7460-1 (Notice of Proposed Construction and/or Alteration)** must be completely and properly filled out and receive a favorable determination, prior to commencement of any construction or alteration.
3. The granting of the application will require the expenditure of airport funds, labor, or materials on the facilities described in or related to the application, or the operation could have a negative impact on the Airport’s financial operations.

4. There is no appropriate or adequate available space or building on the Airport to accommodate the activity of the applicant.
5. The proposed operation, airport development, or construction does not comply with the approved Master Plan and Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, resulting in the interference with present tenants. This could include problems in air traffic or service, vehicular access and egress, or noise to existing tenants.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating FAA regulations, Local, State and Federal regulations, or the minimum standards of the Plymouth Airport or any other airport.
9. Any party applying, or having an interest in the business, has defaulted on any lease or other agreement with another airport or entity.
10. Any party applying or having an interest in the business that is not sufficiently credit worthy and responsible in the judgment of the Airport Manager and Airport Commission to provide and maintain the proposed business and to promptly pay amounts due under the lease.
11. The applicant does not have the finances necessary to conduct the proposed operation.
12. The proposed business does not meet Local, State, FAA, EPA, and Federal requirements.
13. The applicant has committed any crime, or violated any ordinance, rule or regulation which adversely reflects on its ability to conduct the proposed operation.
14. The proposed construction would take away from the physical appearance of the airport, is of low quality, and or lacks durability.