

CARSON CITY AIRPORT CLASS II-V FBO BUSINESS APPLICATION

Name of Business: <u>CARSON AVIATION ADVENTURES</u>, <u>LLC d/b/a CARSON AVIATION ACADEMY</u>, a wholly-owned subsidiary of PIER28 INC.

Description of Business: Transportation Cameras, Flight Training, and Airplane Rentals

Name of Applicant: <u>PIER28 INC</u> Owners/Partners: <u>BRIAN VOWELL</u>

Address: 2500 E COLLEGE PKWY STE 101 & 103 phone_775-223-5353_ City: CARSON CITY State: NV Zip: 89706__ email_brian@pier28.com

Location of business on Airport: 2500 East College Parkway

Previous Location of business: 650 St Andrews Drive, Dayton, NV 89403

Activities to be conducted (describe all aviation and non-aviation) and how space on airport will be used: <u>online retail sales of transportation cameras for cars, airplanes, motorcycles, and trucks; in-person FAA Part 141 flight school, airplane rentals</u>

Explanation of safety measures, (i.e. why is this not a hazard to the airport and affected community): All flight instructors are W-2 employees who are fully insured and go through standard training for proper safe operating procedures. All aircraft are inspected on a progressive inspection schedule every 50 flight hours, and we maintain an internal risk management policy to reduce and eliminate risk to the airport and our facilities.

Attached hereto is:

- 1- A financial statement
- 2- Estimated expenses and income for the first 6 months of operations
- 3- Copies of all FAA or other governmental certifications or licenses needed to undertake the business (other than Carson City business license)

(initial) I have received and reviewed Title 19 of the Carson City Municipal Code and agree to comply with the terms thereof. (Title 19 can be obtained on the web-site www.carsoncity-airport.com)

(initial) I am aware that there is a Class II FBO fee of \$1200 per year (or a percentage of revenues, if selected) and I agree to pay the same.

(initial) I am aware that there is an insurance requirement and I agree to maintain it in force.

(initial) I have not been convicted of a felony.

Additional Information or Remarks from Applicant supporting the Application:

Nevada Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective as of this <u>1st</u> day of <u>June</u> , 20 16 by and between
Mountain West CXP, LLC, a Nevada Limited Liability Company, ("Landlord") and Carson Aviation Adventures, LLC, a Nevada Limited Liability Company ("Tenant").
Landlord is the owner of the building and improvements commonly known and numbered as follows:
2500 College Parkway, Carson City, Nevada (the "Building").
Landlord makes available for lease a portion of the Building designated as <u>Suite 101 and Suite 103</u> (the "Leased Premises").
Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.
THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:
1. Term.
A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "initial Term" beginning <u>June 1, 2016</u> and ending <u>July 31, 2017</u> Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.
B. Tenant may renew the Lease for extended term(s) upon written agreement by Landlord. Tenant shall exercise such desire to renew, if at all, by giving written notice to Landlord not less than ninety (90) day prior to the expiration of the term. The renewal term shall be at the rental set forth below and upon the same covenants, conditions and provisions as provided in this Lease.
2. Rental.
A. Tenant shall pay to Landlord during the Initial Term rental of Six Thousand Dollars (\$6,000.00) per year, payable in installments of Five Hundred Dollars (\$500.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 815 Murray Way, Elko, NV 89801 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of Five Hundred Dollars (\$500.00)
B. The rental for any renewal lease term, if created as permitted under this Lease, shall be at the same rental set forth above, unless otherwise modified and agreed upon in writing by both Tenant and Landlord.
3. <u>Use</u>
Tenant may use the Leased Premises only for services or activities directly or very closely related to aviation.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or allow any other entity or person to co-occupy all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord's prior written consent.

Tenant shall not use, or allow any other entity or person to use, all or any part of the Building other than the Leased Premises, without Landlord's prior written consent.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least Thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall obtain and pay for telephone and Internet services used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered or billed, Landlord shall pay the amount due and Tenant shall pay a pro rata share of the charges to Landlord as specified below.

It is agreed that the average cost of water, sewer, gas and electricity for the Leased Premises are https://doi.org/10.10/ per month ("Utility Average Cost") as of the beginning date of this Lease. Tenant shall pay One Hundred and Fifteen Dollars (\$115.00) per month to Landlord, in addition to rental amounts, as a one-third (1/3) pro rata share of the Utility Average Cost. Landlord shall periodically re-calculate the Utility Average Cost from the utility bills and notify Tenant in writing of increases or decreases in the Utility Average Cost. Tenant shall thereafter pay the one-third (1/3) pro rata share of the Utility Average Cost contained in any such notice. Upon receipt of such notice, Tenant may request from Landlord a copy of the utility bills used to calculate the Utility Average Cost.

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building, if any, will be delivered in writing by Landlord to Tenant.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein require d to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Attn: Contract Administrator Mountain West CXP, LLC 815 Murray Way Elko, NV 89801

If to Tenant to:

Carson Aviation Adventures, LLC 2500 College Parkway, Suite 103 Carson City, NV 89706

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Title

12:53 AM 04/22/16 **Accrual Basis**

PIER28 INC **Balance Sheet**

As of April 22, 2016

Apr 22, 16

	Apr 22, 16
ASSETS	
Current Assets	
Checking/Savings	
110000 · Cash Accounts	
111101 · Pier28 Checking	5,100.00
111102 · Dashcam Checking	66,109.44
111103 · Pier28 Savings	4,440.00
111104 · PayPal	37,926.67
111105 · Ameritrade Brokerage	30,853.34
Total 110000 · Cash Accounts	144,429.45
Total Checking/Savings	144,429.45
Accounts Receivable	
121001 · Accounts Receivable	7,550.41
Total Accounts Receivable	7,550.41
Other Current Assets	
121000 · Inventory Asset	207,278.36
122000 · Undeposited Funds	1,011.42
Total Other Current Assets	208,289.78
Total Current Assets	360,269.64
Fixed Assets	
171001 · Furniture and Equipment	5,575.48
171004 · Airplane (N4017U)	
171005 · Asset Cost (N4017U)	12,320.00
171006 · Acc. Depr. (N4017U)	-12,320.00
Total 171004 · Airplane (N4017U)	0.00
171007 · Airplane (N81024)	
171008 · Asset Cost (N81024)	24,540.00
171009 · Acc. Depr. (N81024)	-24,540.00
Total 171007 · Airplane (N81024)	0.00
171010 · Trailer (PIER28)	
171011 · Asset Cost (PIER28)	3,132.95
171012 · Acc. Depr. (PIER28)	-3,132.95
Total 171010 · Trailer (PIER28)	0.00
Total Fixed Assets	5,575.48
TOTAL ASSETS	365,845.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	72,580.83
Total Accounts Payable	72,580.83
Credit Cards	

201000 · Credit Cards

201001 · BofA Corporate MasterCard

201002 · BofA MC (Brian Vowell)

45,932.29

1,491.18

PIER28 INC Profit & Loss

January 1 through April 22, 2016

Junuary Fund	Jan 1 - Apr 22, 16
Ordinary Income/Expense	800
Income	
403000 · Retail Sales	
403001 · Hardware Sales	294,154.02
403002 · Hardware Sales (Export)	2,775.01
Total 403000 · Retail Sales	296,929.03
404000 · Commissions Received	688.23
405000 · Aviation Fuel Sales	7,680.75
Total Income	305,298.01
Cost of Goods Sold	
500000 · Cost of Goods Sold	
501000 · Hardware for Resale	27,527.26
501001 · Dashcams for Resale	100,958.40
504000 · Aviation Fuel Purchases	7,258.74
599900 · Inbound Freight	4,582.61
Total 500000 · Cost of Goods Sold	140,327.01
Total COGS	140,327.01
Gross Profit	164,971.00
Expense	
601000 · Vehicle Leases	
601001 · 2015 Ford Explorer	2,661.48
Total 601000 · Vehicle Leases	2,661.48
602000 · Maintenance Expenses	
602002 · Auto Maintenance (Explorer)	133.64
602003 · Aircraft Maintenance (N81024)	7,035.72
602000 · Maintenance Expenses - Other	1,556.53
Total 602000 · Maintenance Expenses	8,725.89
610000 · R&D Expenses	456.02
611100 · Rent Expense	
611103 · Storage	886.00
611104 · Carson Aviation	500.00
611100 · Rent Expense - Other	215.00
Total 611100 · Rent Expense	1,601.00
620100 · Advertising and Promotion	148.20
631100 · Telecom Expenses	
631101 · Cell Phones	480.63
631102 · Data Center	580.53
631103 · Network Services	441.51
Total 631100 · Telecom Expenses	1,502.67
640000 · Professional Services	
640001 · Fraud Screening	291.78
640002 · Independent Contractors	1,307.00
640003 · Legal Services	119.85
640005 · Payroll Processing	86.00

Total 640000 · Professional Services

1,804.63

12:52 AM 04/22/16 Accrual Basis

PIER28 INC Profit & Loss

January 1 through April 22, 2016

Jan	1	- Apr	22.	16
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Other Expense	
900000 · Taxes	
901006 · NV Dept of Taxation	274.56
Total 900000 · Taxes	274.56
Total Other Expense	274.56
Net Other Income	-274.35
Net Income	47,244.65

U.S. Donortma

14 CFR Part 91 Operations

U.S. Department of Transportation

Federal Aviation Administration

- 5. <u>Responsible Person</u>. The Responsible Person for commercial air tour operations may be either an agent for service (who must be a U.S. citizen) or a person who accepts responsibility for complying with the stated regulations by signing this document.
- (a) If the Responsible Person signing this LOA relinquishes responsibility, this LOA becomes invalid.
- (b) Enter the name, e mail address, and telephone number in Table 4 of the person responsible for the management of the business and the person responsible for the aircraft maintenance.

Table 4 - Responsible Persons

Name	Responsibility	E-mail Address	Telephone Number	
Poscic, Stephen	Aircraft Maintenance	steve@carsonaviation.biz	775-841-0405	
Poscic, Stephen	Business Management	steve@carsonaviation.biz		

6. If the operator conducts overflights of National Parks and/or Abutting Tribal Lands in its commercial air tour operations per 14 CFR Section 136.37 that requires specific authorization, LOA/OpSpec B057 must also be issued.

HQ Control:

07/17/2009

HQ Revision:

01a

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Lee A Oscar on behalf of Jones, Harold J, Manager (WP11) [1] EFFECTIVE DATE: 10/7/2015, [2] AMENDMENT #: 1

DATE: 2015.10.07 09:58:16 -05:00

I hereby accept and receive this Waiver or Authorization.

Poscic, Stephen, Resp Pers-Air Tours Bus. Mgmt

10.05-1

Date

Carson Aviation Adventures, LLC A049-3 Amdt. No.: 1 Part 91 ID No.: UGWJ7890

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number 1C7S188L

This certificate is issued to Carson Aviation Adventures, LLC DBA Carson Aviation Academy whose business address is 1640 East College Parkway Carson City, NV 89706

upon finding that its organization complies in all respects with the requirements of the Federal Aviation Regulations relating to the establishment of an Air Agency, and is empowered to operate an approved Part 141 Pilot School

with the following ratings:

PRIVATE PILOT COURSE
COMMERCIAL PILOT COURSE
INSTRUMENT RATING COURSE

This certificate, unless canceled, suspended, or revoked, shall continue in effect MAY 31, 2018

Date issued:

MAY 14, 2014 REISSUE: MAY 25, 2016 By direction of the Administrator

RICHARD A. FALCON MANAGER WP-19, NEVADA FSDO

This Certificate is not Cransferable, and any major change in the basic facilities, or in the location thereof, shall be immediately reported to the appropriate regional office of the federal aviation administration

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both



PIER28 INC 650 ST ANDREWS DR DAYTON, NV 89403-8729

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for June 1, 2016 to June 30, 2016

PIER28 INC

Account summary

Ending balance on June 30, 2016	\$36,712.24
Service fees	-80.00
Checks	-0.00
Withdrawals and other debits	-187,474.66
Deposits and other credits	212,131.61
Beginning balance on June 1, 2016	\$12,135.29
B	

Your account has overdraft protection provided by deposit account number 1641 0177 3774. Account number: 3250 2214 6135

of deposits/credits: 12

of withdrawals/debits: 43

of items-previous cycle1: 0

of days in cycle: 30

Average ledger balance: \$17,162.50

¹Includes checks paid,deposited items&other debits



TIP OF THE MONTH

Dreading the shredding?

Go paperless and make a statement.

- Your secure paperless statements don't need storing or shredding
- Get email reminders that link right to your statements for easy access
- · View and download your business statements anytime, with no paper waste

Click **Profile & Settings** (in the upper right next to **Sign Out**) when logged in at **bankofamerica.com/smallbusiness**.

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PIER28 INC 650 ST ANDREWS DR DAYTON, NV 89403-8729

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for May 1, 2016 to May 31, 2016

PIER28 INC

Account summary

Ending balance on May 31, 2016	\$12,135.29
Service fees	-215.00
Checks	-0.00
Withdrawals and other debits	-247,572.81
Deposits and other credits	235,396.25
Beginning balance on May 1, 2016	\$24,526.85

Your account has overdraft protection provided by deposit account number 1641 0177 3774.

Account number: 3250 2214 6135

of deposits/credits: 11

of withdrawals/debits: 35

of items-previous cycle1: 0

of days in cycle: 31

Average ledger balance: \$74,576.73

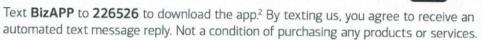
¹Includes checks paid,deposited items&other debits



Banking at your fingertips

\$12,135.29

Our Mobile Banking app1 can help you gain more control.



¹ The Mobile Banking app is available on iPad, iPhone, and Android devices.² For the text message, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Message and data rates may apply. Text STOP to 226526 to cancel and text HELP to 226526 for help. ARGMRCXW | SSM-02-16-0413.B



PIER28 INC 650 ST ANDREWS DR DAYTON, NV 89403-8729

Customer service information

3 1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for April 1, 2016 to April 30, 2016

PIER28 INC

Account summary

Ending balance on April 30, 2016	\$24,526.85	
Service fees	-45.00	
Checks	-0.00	
Withdrawals and other debits	-55,184.99	
Deposits and other credits	61,167.09	
Beginning balance on April 1, 2016	\$18,589.75	

Your account has overdraft protection provided by deposit account number 1641 0177 3774.

Account number: 3250 2214 6135

of deposits/credits: 14

of withdrawals/debits: 30

of items-previous cycle1: 0

of days in cycle: 30

Average ledger balance: \$28,704.63

¹Includes checks paid,deposited items&other debits

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In cities and towns across the country, we celebrate business owners like you during **National Small Business Week**, May 1 – 7. We're also here to support you week after week, year after year.

Take advantage of expert insight, insider tips and more in the Small Business Community at **bankofamerica.com/bizweek.**

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CARSON AVIATION ADVENTURES LLC 2500 COLLEGE PKWY STE 103 CARSON CITY, NV 89706-0795

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

Your Business Fundamentals Checking

for June 1, 2016 to June 30, 2016

CARSON AVIATION ADVENTURES LLC

Account summary

Beginning balance on June 1, 2016	\$100.00
Deposits and other credits	17,521.51
Withdrawals and other debits	-0.49
Checks	-0.00
Service fees	-0.00

Ending balance on June 30, 2016

of deposits/credits: 27

of withdrawals/debits: 1

of items-previous cycle1: 0

of days in cycle: 30

Average ledger balance: \$8,842.84

¹Includes checks paid,deposited items&other debits

Account number: 5010 2051 8136



TIP OF THE MONTH

Dreading the shredding?

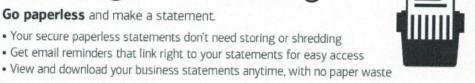
\$17,621.02

Go paperless and make a statement.

- · Your secure paperless statements don't need storing or shredding
- Get email reminders that link right to your statements for easy access.

Click Profile & Settings (in the upper right next to Sign Out) when logged in at bankofamerica.com/smallbusiness

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STATEMENT



CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder): **Carson City Airport** 2600 College Pkwy Las Vegas, NV 89706

The following policy(ies)

Pier 28, Inc.

Have been issued to:

2500 E. College Pkwy, Ste. 103 Carson City, NV 98706-0795

AIRCRAFT	POLICY INFO	ORMATION:				
		AVC003612 01	POLICY PERIOD:	FROM: June 7	7, 2016	TO: June 7, 2017
THIS COVER	RAGE IS EFFE	CTIVE 12:01 A.M. June	7, 2016			
LIABILITY	COMPANY	OLD REPUBLIC INSUR		NTO OF LIABI	LIMITS &	
LIABILITY	OVERAGES		EACH PERSON	MITS OF LIABIL		
□ Badilu l					EACH OC	CURRENCE
Bodily I	njury / Damage		\$		\$	
Passen	ger Bodily Inju	Irv.	\$		\$	
Single Li	mit <u>In</u> cluding F	Passengers	\$ 100,000		\$	
Single Li	senger Liabil	ity Limited to:	\$ XXXX		\$ XXXX \$ 1,000,00	20
			ΨΑΛΟΛΑ		\$ 1,000,00	50
DESCRIPTION	ON OF AIRCE	RAFT F	PHYSICAL DAMAGE	COVERAGE:	ALL RISKS	GROUND & IN-FLIGHT
F.A.A. NO.	VEAD	*****	INSURED		UCTIBLES	
N258BW	YEAR 1981	MAKE AND MODEL		NOT IN MOT		
N5439K	1980	Cessna 172 Cessna 172	\$45,000	\$250	\$1,000	
N8274E	1979	Cessna 172	\$45,000 \$45,000	\$250 \$250	\$1,000	
N814JH	1976	Cessna 182	\$45,000	\$250	\$1,000 \$1,000	
N4875T	1972	PA28R-200	\$45,000	\$250	\$2,000	
N93PA	1982	PA44-180T	\$50,000	\$250	\$2,000	
N81024	1979	PA28-161	\$60,000	\$250	\$1,000	
п.						
☐ As respe	cts any Aircraft	Owned and Operated by	the Named Insured and c	overed under the	above reference	ed Policy
THIS CERTI	FICATE HOL	DER IS:				
☐ Included	as a Loss Pay	ree for Aircraft Physical D	amage Coverage			
Provided	Breach of Wa	arranty Coverage on Airc	raft Physical Damage a	s their interest m	av appear not	to exceed 90% of the Insured
value.						
☐ Included	as an Addition	nal Insured on Airport Liab	oility Coverage but only	with respect to o	perations of the	e Named Insured.
☐ Provided	a waiver of S	ubrogation on Aircraft Ph	ysical Damage Coverage	ge, but only with	respect to ope	rations of the Named Insured.

OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder prompt notice of cancellation of any policy above; however, the Company assumes no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

OLD REPUBLIC AEROSPACE, INC. Representative:

Agency Name:

Travers & Associates

Agency Phone:

800-888-9859

Date: June 7, 2016