

COMMERCIAL OPERATING PERMIT
TRUCKEE TAHOE AIRPORT DISTRICT

By this Permit, between the Truckee Tahoe Airport District, hereinafter the "District", and Chris Barbera, Chief Executive Officer, Mountain Lion Aviation, dba Mountain Lion Aviation hereinafter "Permittee", having offices at 10925 Pioneer Trail Truckee CA 96161, Permittee is authorized to perform the services set forth in Article 1 hereof at Truckee Tahoe Airport, hereinafter the "Airport", in consideration of the payment of fees set forth in Article 3 hereof, and in compliance with all District Primary Management Compliance Documents, District Policies, Airport Rules and Regulations, and the terms and conditions of this Permit.

1. Services Authorized to be Performed

Permittee is authorized to provide the following commercial services, hereinafter Services, at the Airport:

1. Flight Instruction
2. Passenger Aircraft Charter Services
3. Aircraft Rental
4. Aircraft Management Operator

In consideration of the granting of this Permit by the District, Permittee agrees that it shall conduct its business and render its Services in a professional manner consistent with industry standards and sound business practices including all existing or future promulgated Primary Management and Compliance Documents, Guiding Policy Instructions, or applicable regulation.

2. Location For The Performance of Services

The District, for reasons of public safety and consistent with its responsibility for the safe and efficient operation of the Airport, shall designate and/or approve the location on the Airport from which Permittee will provide its services. The location designated and approved for the provision of Services under this Permit is any publicly accessible area of airport use. If area is under lease to an existing tenant, Permittee must provide written evidence that lessee approves the above-described Services and use on lessee's leasehold.

3. Fee

Permittee shall pay an annual fee of \$1,400, subject to annual CPI increases for the cost of processing this permit, monitoring the permitted activity. Payment of the fee shall be by check or money order payable to the District and mailed or delivered to the Truckee Tahoe Airport District at the address identified in Article 21, or by credit card via Xpress Bill Pay.

4. Term

The term of this Permit shall be for a period of five (5) years commencing January 1, 2025, and terminating on December 31, 2029, at 11:59 PM. District may terminate this Permit if Permittee fails to honor the terms and conditions hereof, or violates any District rule or regulation, or fails to render Services hereunder. If the Permittee violates Airport Rules, Regulations, the District, at its sole discretion, shall have the right to immediately terminate this Permit, and Permittee hereby consents that it will, upon such termination, immediately cease and desist from performing any further Services at the Airport. Notwithstanding the five (5) year term of this Commercial Operating Permit, either party may terminate this Permit without cause by providing the other party with no less than ninety (90) days' prior written notice of termination.

Special Requirements

Permittee agrees it will comply with the special requirements listed on Exhibit 1 and Exhibit 2.

5. Valid Agreement For Airport Space

Written permission from the District allowing the Permittee to perform services outlined in Article 1, shall be conducted in existing facilities during permitted term herein. Airport space minimum requirements outlined in the District's Primary Management Compliance Documents for services identified in Article 1 must be met.

6. Rules, Regulations, and Compliance

From time to time, the District may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Permittee agrees to observe and obey all such rules and regulations, pertinent District policies, and all other applicable Federal, State, and municipal rules, regulations, and laws, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. This provision includes compliance with District efforts to reduce the impacts of noise in the surrounding area.

7. Access

District reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations, or laws.

8. Licenses, Certificates and Permits.

Permittee shall obtain all licenses, certificates, permits or other Authorization from all governmental authorities having jurisdiction over the Permittee's activities at the Airport and provide copies thereof to the District. Permittee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted, or imposed on any of its property or in connection with the provision of Services at the Airport.

9. Assignment and Sale

Permittee agrees that it will not sell, convey, transfer, pledge, or assign this Permit or any part hereof or any rights created hereby. Any attempted sale, conveyance, transfer, pledge or assignment of this Permit, or any rights of Permittee hereunder, shall be null and void, and shall be a material breach hereof and this Permit shall immediately and automatically terminate at the time Permittee sells, conveys, transfers, pledges or assigns the permit. District may terminate this Permit if Permittee fails to honor the terms and conditions hereof, or violates any District rule or regulation, or fails to render Services hereunder. If the Permittee violates Airport Rules, Regulations, the District, at its sole discretion, shall have the right to immediately terminate this Permit, and Permittee hereby consents that it will, upon such termination, immediately cease and desist from performing any further Services at the Airport.

10. No Interest in Real Property

Permittee agrees that this Permit constitutes merely a right to provide Services at the Airport and does not create or convey any interest in real property to Permittee.

11. Signs and Antennae

Permittee shall not post, install, erect, or operate any sign, placard, poster, antenna, or other device on any part of the Airport without the prior written permission of the District. Such signs and devices, as may from time to time be permitted by the District, shall be made, posted, maintained, and removed at Permittee's own cost and expense. The District shall have the right to remove unauthorized signs and devices at Permittee's expense.

12. Nondiscrimination

Permittee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (i) no person shall be excluded from participation in regard to the Services to be performed, denied the benefits of these Services, or be otherwise subjected to discrimination on the grounds of race, creed, color, national origin or sexual orientation; (ii) Permittee shall be in compliance with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

Permittee shall furnish its Services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of Service, provided however, that Permittee may make reasonable and non-discriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

Noncompliance with the above shall constitute a material breach hereof, and, in the event of such noncompliance, (i) the District shall have the right to terminate this Permit without liability

therefore, or (ii) either Permittee or the United States shall have the right to judicially enforce subparagraphs a) or b).

Permittee covenants that it shall furnish to the United States Government, or the District, whichever is required, any and all documents, reports, and records; including but not limited to any affirmative action plan which may be required by 14 CFR Part 152, Subpart E.

Permittee assures that it will undertake any affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered sub organizations provide assurances to the Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

13. Rights Non-exclusive

Permittee acknowledges that all rights and privileges granted hereunder are non- exclusive and the District reserves the right to authorize others to perform the same or similar services, at its sole discretion.

14. Cessation of Services by Permittee

Upon the expiration or termination of this Permit, Permittee shall immediately cease performing all its services and related activities at the Airport. Further, Permittee shall remove all signs, material equipment, supplies and any other possessions and paraphernalia used or owned by Permittee within five (5) days of the expiration or earlier termination of this Permit and restore the location for the provision of Permittee's Services to its original condition. Upon Permittee's failure to remove as provided herein, Permittee hereby grants permission to the District for it to remove Permittee's possessions and those of others used by the Permittee, and Permittee agrees to pay all of the District's costs associated therewith.

15. Applicable Law

This Permit shall be governed and construed in accordance with the laws and requirements of Nevada County and the State of California. Any litigation would be held in the Truckee Branch of the Nevada County Superior Court. In the event of litigation regarding this permit the prevailing party will be awarded reasonable attorney's fees and cost.

16. Liabilities & Indemnities

Permittee agrees to indemnify, save and hold harmless, the District (its Directors, officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including

costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including District personnel and damage to, destruction or loss of use of any and all property, including District property, arising from, or resulting from, any operations, works, acts or omissions of Permittee, its agents, servants, employees, contractors, sub-lessees or tenants. In any case in which such indemnification would violate the provisions of the District Rules and Regulations or the laws of the State of California or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the District, its Directors, officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the District, its officer, employees or agents. Upon the filing with the District by anyone of a claim for damages arising out of incidents for which the Permittee herein agrees to indemnify and hold the District harmless, the District shall notify the Permittee of such claim and in the event that the Permittee does not settle or compromise such claim, then the Permittee shall undertake the legal defense of such claim both on behalf of the Permittee and behalf of the District. It is specifically agreed, however, that the District at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, rendered against the District for any cause for which the Permittee is liable hereunder, shall be conclusive against the Permittee as to liability and amount upon the expiration of the time for appeal.

17. Insurance

See Exhibit 1.

18. Personal Conduct

The operations of the Permittee, its employees, invitees, and those doing business with it, shall be conducted in an orderly and professional manner so as not to annoy, disturb or be offensive to others at the Airport. If directed by the District, the Permittee shall provide, and its employees shall wear or carry badges or other suitable means of identification.

19. Repairs to District Property

The Permittee shall promptly repair or replace all property of the District damaged by the operations of or failure to act by the Permittee to the satisfaction of the District. The Permittee shall not install any fixtures or make any alterations, improvements in, additions, or repairs to any property of the District except with the prior written approval of the District.

20. Notice

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or three days after deposited in the United States Mail Postage Pre-Paid, registered, or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To the District:

David Van Quest
Outreach Coordinator
10356 Truckee Airport Road
Truckee, CA 96161

To Permittee:

Chris Barbera
CEO Mountain Lion Aviation
10925 Pioneer Trail
Truckee, CA 96161

Integration

No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth herein. All additions, changes or deletions herein were made prior to execution by either party, except that additions, changes or deletions made after execution by one party and before execution by the other shall be marginally initialed by both parties.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have signed this Permit effective as of _____ (date).

Mountain Lion Aviation

By: _____

Printed Name: Chris Barbera

CEO

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____

Printed Name: Robb Etnyre

General Manager

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____

Printed Name: David Diamond

TTAD Board President

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____

Printed Name: Joshua Nelson

TTAD Legal Counsel

Exhibit 1
Special Requirements

Permittee: Mountain Lion Aviation

Service: Charter Under CFR Part 135. CFR Part 91 Flight Instruction

Date of Permit: January 1, 2025

1. Insurance: Attach a certificate of insurance naming the District as an additional named insured, with proof of the coverage in compliance with the District published minimum insurance requirements for commercial aircraft rental and flight training.

Worker's Compensation meeting all limits required by statutory regulation.

2. Upon request of the District, Permittee will attach to this Permit, a list showing the make, model, color, identification number and motor vehicle registration of all vehicles including aircraft to be operated on Airport by the Applicant. Permittee agrees to update this list as necessary throughout the term of the agreement.
3. Upon request by the District, Permittee will attach a list showing the names and job titles of the Applicant's management personnel and all employees who will be engaged in the operation of vehicles at the Airport. Upon request of the District, Permittee will provide proof of all business, motor vehicle and other licenses or permits required by local, state, or federal authorities in the conduct of Applicant's business. Permittee agrees that its vehicles will park only in areas designated by the District.
4. Permittee will cooperate with other District-approved, permitted activities, including off-airport car rental and taxi operations, if any.
5. Permittee will mark all its vehicles in a manner acceptable to the Airport Management, and in a manner that allows said vehicles to be easily identified by airport staff performing parking lot checks and audits.
6. No repair work, engine servicing, oil changes, cleaning, body work, etc. shall be performed on District property, other than in designated areas per the general manager.
7. Permittee should strive to conduct all aircraft operations between the hours of 7am and 10pm to help support District's voluntary curfew. Any operations that must occur during the voluntary curfew should strive to use District's "Shoulder Hour Protocols" when safety and weather permit. Any night time training should strive to occur as early as possible. All discounts outlined by this permit cover all aircraft owned, managed, leased, or operated by Permittee.
8. The Permittee has no implied or express privilege or access to aeronautical hangars or other business leased premises through this permit other than those outlined within District policy, procedures, or regulation.
9. The Permittee shall arrive using the Tahoe Visual Arrival Runway 29 (Exhibit 2) when safe and when authorized by air traffic control to do so under conditions that allow for normal,

safe, and efficient entry to Runway 29. Permittee shall instruct all pilots acting in command of an aircraft owned, managed, leased, or operated by Permittee to utilize the Tahoe Visual Arrival Runway 29. Under no conditions shall the use of the Visual Arrival Runway 29 be construed or interpreted as mandatory or supplant the pilot's decision to use other runways, arrivals, procedures, or maneuvers to gain entry to the airport or a specific runway. The use of this maneuver or this Visual Arrival Runway 29 is solely at the discretion of the pilot in command, the Permittee as a rule of general conduct and the officers and owners.

10. Follow the recommended voluntary noise abatement procedures outlined within the Airport Facility Directory, Aviation Publications, official ATC instructions, or published proprietary information disseminated by Mountain Lion Aviation while/ when appropriate and safe. Permittee should strive to prioritize departures off Runway 2 or Runway 11 for noise abatement when safe and practical.
11. Submit, by February 15th of each calendar year FAA Form 1800-31 Airport Activity Survey of Operator Enplanements.
12. Work in good faith to complete development of Mountain Lion Aviation Special Procedures, Public IFR, or Visual Flight Procedures in support of Truckee Tahoe Airport Districts noise and annoyance reduction measures.

Exhibit 2

Special Requirements

