

BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.

---

Application of ]

Reeve Air Alaska, LLC ]

for authority to conduct scheduled passenger operations as a ]  
commuter air carrier under 49 u.s.c. 41738 ]

DOCKET

APPLICATION OF

Reeve Air Alaska, LLC

Communications with respect to this document should be sent to:

Michael L Reeve, Owner  
Reeve Air Alaska, LLC  
7511 Labrador Circle  
Anchorage, Alaska 99502  
(907) 250-4766  
mreeve@reevecorp.com

April 20, 2020

## CERTIFICATE OF SERVICE

I hereby certify that I have on this day served the foregoing application for commuter air carrier authority by first class mail, postage prepaid, upon the persons shown in the following service list.



Michael L Reeve, Owner

April 20, 2020

### SERVICE LIST

Reeve Air Alaska, LLC  
Michael L Reeve, Owner  
7511 Labrador Circle  
Anchorage, Alaska 99502

Federal Aviation Administration  
Flights Standard District Office  
949 E. 36<sup>th</sup> Avenue, Ste 600  
Anchorage, Alaska 99508

State of Alaska  
Department of Transportation and Public Facilities  
Division of Statewide Aviation  
P.O. Box 196900  
Anchorage, Alaska 99519-6900

BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.

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Application of

Reeve Air Alaska, LLC

for authority to conduct scheduled passenger operations as a  
commuter air carrier under 49 u.s.c. 41738

DOCKET

APPLICATION OF

Reeve Air Alaska, LLC

Reeve Air Alaska, LLC submits this application for the authority to operate scheduled passenger service as a commuter air carrier under section 41738 of Title 49 of the United States Code ("the Statute")

In support of its application Reeve Air Alaska, LLC states the following:

Applicant is a limited liability company organized on October 31, 2006 under the laws of the State of Alaska. Its address, telephone and fax numbers and email are:

Reeve Air Alaska, LLC  
7511 Labrador Circle  
Anchorage, Alaska 99502  
(907) 250-4766  
[mreeve@reevecorp.com](mailto:mreeve@reevecorp.com)

Applicant is a citizen of the United States as defined in section 40102(a)(15) of the Statute.

Reeve Air Alaska, LLC is wholly owned and managed by Michael L Reeve, a US citizen.

Applicant is currently an FAR Part 135 certificated air carrier engaged in the transportation of cargo and passengers between various points in the State of Alaska. Reeve Air Alaska, LLC is holder of Air Carrier Certificate V99A257L. Its current primary

business is twice weekly scheduled air service for the USDOT as an Essential Air Service carrier between Anchorage and Gulkana: providing passenger and freight service to the communities in the Copper Valley area. Secondary markets are non-scheduled flights to the communities around Prince William Sound as well as statewide charter services supporting various private and government entities. Reeve Air Alaska, LLC operates Beechcraft King Air and Piper Navajo aircraft: all are multi-engine aircraft certified for Day/Night, IFR and flight into Known Icing. The applicant's fleet is limited by its operating certificate to aircraft with a seating capacity of nine passenger seats or less or a payload of up to 7500 pounds. All of the applicant's aircraft meet these requirements. Reeve Air Alaska is currently an On-Demand Operator and therefore is limited to "less than five schedule flights per week".

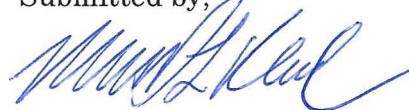
With the recent closing of the single largest commuter airline group in Alaska there has been a void created in service to dozens of Alaska communities. At the time of this filing, Reeve Air Alaska, LLC is preparing schedule air service between Anchorage and McGrath, Alaska. In consideration of the regulations placed upon an On-Demand Operator, Reeve Air Alaska can provide two scheduled flights a week to Gulkana as required by its EAS contract leaving only two available scheduled flights a week for McGrath.

Applicant requests authority to engage in scheduled passenger operation as a commuter and proposes to operate three or more flights a week between Anchorage and McGrath, Alaska in addition to its two flights a week to Gulkana. This proposed service would be provided with the applicant's Beechcraft King Air.

Information in support of the applicant's fitness to conduct proposed air transportation operations is contained in Exhibits A through L

The contents of this application and the attached exhibits are true and correct to the best of my knowledge and belief. Pursuant to Title 18 United States Code Section 1001, I, Michael L Reeve, in my individual capacity and as the authorized representative of the applicant, have not in any manner knowingly and willfully falsified, concealed or failed to disclose and material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the application. I understand that an individual who is found to have violated the provisions of 18 U.S.C. section 101 shall be fined or imprisoned not more than five years, or both.

Submitted by,



Michael L Reeve, Owner  
May 01, 2020

## SUBPART B – FILING REQUIREMENTS

- 204.3 (a) Exhibit A - The applicant is: Reeve Air Alaska, LLC  
7511 Labrador Circle  
Anchorage, Alaska 99502  
(907) 250-4766
- Exhibit A 1 Air Carrier Certificate issued to Applicant  
Exhibit A 2 Operations Specifications A001-1 issued to Applicant  
Exhibit A 3 Operations Specifications A003-1 issued to Applicant  
Exhibit A 4 Operations Specifications A006-1 issued to Applicant
- (b) Reeve Air Alaska, LLC is a Limited Liability Company
- (c) Reeve Air Alaska, LLC was formed under Alaska State laws on October 31, 2006.
- (d) Exhibit B 1 – Certification of Good Standing from the State of Alaska.  
Exhibit B 2 – Valid State of Alaska Business License  
Exhibit B 3 – State of Alaska Air Carrier Certificate of Compliance
- (e) Exhibit C – Affidavit of Citizenship
- (f) Exhibit D – Key Personnel
- (g) Exhibit E – Persons of Substantial Interest
- (h) Reeve Air Alaska, LLC has no subsidiaries.
- (i) Reeve Air Alaska, LLC holds no shares of stock in, or control of, any air carrier, foreign air carrier, or person substantially engaged in the business of aeronautics.
- (j) Reeve Air Alaska, LLC is not required to file 10K Annual Reports and is not a corporation.
- (k) The following exhibits were printed from Applicant's Quickbook Accounting system and used to prepare IRS Form 1040 Schedule C by a professional accounting firm. These documents were prepared in accordance with Generally Accepted Accounting Principles. These statements were prepared by Michael Reeve, Manager of Reeve Air Alaska, LLC.
- Exhibit F 1 Reeve Air Alaska, LLC 2020 Balance Sheet / Income Statement  
Exhibit F 2 Reeve Air Alaska, LLC 2019 Balance Sheet / Income Statement  
Exhibit F 3 Reeve Air Alaska, LLC 2018 Balance Sheet / Income Statement  
Exhibit F 4 Reeve Air Alaska, LLC 2019 Balance Sheet / Income Statement

- (l) There are no actions or outstanding judgements for less than \$5,000 against Reeve Air Alaska, LLC key personnel employed (or to be employed) by Reeve Air Alaska, LLC, or persons having substantial interest in Reeve Air Alaska, LLC, or any relevant corporation.
- (m) There are no actions or outstanding judgements for less than \$5,000 against Reeve Air Alaska, LLC key personnel employed (or to be employed) by Reeve Air Alaska, LLC, or persons having substantial interest in Reeve Air Alaska, LLC, or any relevant corporation.
- (n) (1) The Applicant's fleet currently consists of one Piper PA-31 Navajo and one Beechcraft C90 King Air. These are the aircraft listed on Operations Specifications A006-1.  
  
 (2) At the time of this application the Applicant is in the process of purchasing a Beechcraft B100 King Air. This addition will compliment Reeve Air Alaska, LLC's fleet with even greater range, speed and payload. Less than 80% of the purchase price of the B100 is financed by Northrim Bank (Anchorage, Alaska) and the monthly payment is less than \$3500.  
  
 (3) Exhibit G                      Affidavit of Safety Compliance
- (o) Reeve Air Alaska, LLC has no pending investigations, enforcement actions, or formal complaints filed by the Department.
- (p) Reeve Air Alaska, LLC has no charges of unfair or deceptive or anticompetitive business practices or of fraud, felony or antitrust violations.
- (q) Reeve Air Alaska, LLC has had no aircraft accidents or incidents.
- (r) Exhibit H                      History of Reeve Air Alaska, LLC
- (s) Exhibit I                      Description of Operating Authority
- (t) Exhibit J                      Description of Future Services
- (u) Exhibit K                      OST Form 4523 (filed to Docket DOT-OST-1995-236)
- (v) Exhibit L                      Statement of Reeve Air Alaska, LLC

Additional Exhibits:

- Exhibit M                      OST Form 4507
- Exhibit N                      OST Form 6410 and Certificate of Insurance





US Department  
of Transportation  
Federal Aviation  
Administration

# Air Carrier Certificate

This certifies that

**REEVE AIR ALASKA, LLC  
7511 LABRADOR CIRCLE  
ANCHORAGE, ALASKA 99502**

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

**KENNETH A. THOMAS**

(Signature)

Certificate number: V 9 9 A 2 5 L

Effective Date: FEBRUARY 13, 2014

**MANAGER, ANCHORAGE FSDO-03**

(Title)

Issued at: AL03, ANCHORAGE AK

**ALASKAN REGION - FSDO-03**

(Region/Office)

**A001 . Issuance and Applicability**

**HQ Control: 05/09/2003**

**HQ Revision: 02c**

a. These operations specifications are issued to REEVE AIR ALASKA LLC , whose principal base of operation is located at:

Primary Business Address:  
7511 Labrador Circle  
Anchorage, Alaska 99502

Mailing Address:  
7511 Labrador Circle  
Anchorage, Alaska 99502

The holder of these operations specifications is the holder of Air Carrier Certificate Number V99A257L and shall hereafter be referred to as the certificate holder. The certificate holder is authorized to conduct:

On Demand	operations in	Common carriage pursuant to Title 14 Code of Federal Regulations (CFR) Section	119.21(a)(5) and provided, at all times, the certificate holder has appropriate written economic authority issued by the Department of Transportation.
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The certificate holder shall conduct these kinds of operations in accordance with the specific authorizations, limitations, and procedures in these operations specifications and all appropriate Parts of the CFR.

b. These operations specifications are effective as of the "Date Approval is effective" listed in each paragraph and shall remain in effect as long as the certificate holder continues to meet the requirements of Part 119 as specified for certification.

c. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

d. The certificate holder is authorized to conduct flights under 14 CFR Part 91 for crewmember training, maintenance tests, ferrying, re-positioning, and the carriage of company officials using the applicable authorizations in these operations specifications, without obtaining a Letter of Authorization, provided the flights are not conducted for compensation or hire and no charge of any kind is made for the conduct of the flights.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

A003 . Aircraft Authorization

HQ Control: 03/10/2011

HQ Revision: 02h

The certificate holder is authorized to conduct operations under the provisions of Title 14 CFR Part 135 using aircraft with the approved configuration and operations described in the following table:

M/M/S	Type Section 119	Operation Configuration	Class/Category Operation	En Route	Condition of Flight
C90-90	119.21(a)(5) - On-Demand	PAX and Cargo	MEL	IFR/VFR	Day/Night
PA-31-310	119.21(a)(5) - On-Demand	PAX and Cargo	MEL	IFR/VFR	Day/Night

**A006 . Management Personnel**

**HQ Control: 10/19/2009**

**HQ Revision: 030**

The certificate holder is authorized the following management positions:

a. The certificate holder uses the following named personnel in the 14 CFR Part 135 management positions listed below. All management personnel listed in this operations specification must be direct employees of the certificate holder.

**Table 1- Authorized Management Positions and Personnel**

Part 119 Position Title	Name	Company Equivalent Position Title
(Not Applicable)	Reeve, Michael L.	Owner/Operator

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Stephen J Stewart, Principal Operations Inspector (AL03)  
[1] SUPPORT INFO: Initial issue of this OPSS to the certificate holder as an Air Carrier.  
[2] EFFECTIVE DATE: 2/13/2014, [3] AMENDMENT #: 0  
DATE: 2014.02.19 18:36:04 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Digitally signed by Michael L Reeve  
DATE: 2014.02.21 15:00:55 -06:00

Details

## ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	Reeve Air Alaska, LLC

Entity Type: Limited Liability Company

Entity #: 104313

Status: Good Standing

AK Formed Date: 10/31/2006

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 7511 LABRADOR CIR, ANCHORAGE, AK 99502

Entity Physical Address: 7511 LABRADOR CIR, ANCHORAGE, AK 99502

## Registered Agent

Agent Name: Michael Lawrence Reeve

Registered Mailing Address: 7511 LABRADOR CIR, ANCHORAGE, AK 99502

Registered Physical Address: 7511 LABRADOR CIR, ANCHORAGE, AK 99502

## Officials

☐ Show Former (None on file)

AK Entity #	Name	Titles	Owned
	Michael Lawrence Reeve	Manager, Member	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
10/31/2006	Creation Filing	<a href="#">Click to View</a>	
11/02/2006	Initial Report	<a href="#">Click to View</a>	
4/09/2011	Biennial Report	<a href="#">Click to View</a>	
4/09/2011	Biennial Report	<a href="#">Click to View</a>	
4/09/2011	Biennial Report	<a href="#">Click to View</a>	
8/17/2014	Admin Dissolution		<a href="#">Click to View</a>
10/08/2015	Biennial Report	<a href="#">Click to View</a>	
10/08/2015	Agent Change	<a href="#">Click to View</a>	
10/08/2015	Reinstatement	<a href="#">Click to View</a>	<a href="#">Click to View</a>
12/11/2015	Biennial Report	<a href="#">Click to View</a>	
4/18/2018	Biennial Report	<a href="#">Click to View</a>	
10/25/2019	Biennial Report	<a href="#">Click to View</a>	

[Close Details](#)[Print Friendly Version](#)

EXHIBIT B 1

EXHIBIT B 2

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**REEVE AIR ALASKA, LLC**

7511 LABRADOR CIRCLE, 7511 LABRADOR CIRCLE, ANCHORAGE, AK 99502-4642

owned by

REEVE AIR ALASKA, LLC

is license by the department to conduct business for the period

January 4, 2019 to December 31, 2020  
for the following line of business:

48 - Transportation and Warehousing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Anderson  
Commissioner

# STATE OF ALASKA

## AIR CARRIER CERTIFICATE OF COMPLIANCE

Certificate No. **11-425**

Expires: March 12, 2021

**REEVE AIR ALASKA, LLC**

HAS MET THE REQUIREMENTS OF AS 02.40.010 AND AS 02.40.020 PERTAINING  
TO AIR CARRIER FINANCIAL RESPONSIBILITY OF  
\$150,000 PER SEAT FOR BODILY INJURY OR DEATH IN A SINGLE OCCURRENCE  
AND \$100,000 FOR PROPERTY DAMAGE IN  
A SINGLE OCCURRENCE FOR THE FOLLOWING

FAA NUMBER

PASSENGER  
CONFIGURATION

**N16SC**

**7**

**N284PM**

**9**

**THIS CERTIFICATE MUST BE VISIBLE TO ALL BOARDING PASSENGERS**

Issue Date: Friday, March 27, 2020

ISSUED BY:

*Megan Lund*  
**Air Carrier Compliance Program Manager**

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
DIVISION OF STATEWIDE AVIATION  
P.O. BOX 196900  
ANCHORAGE, ALASKA 99519-6900

# AFFIDAVIT OF CITIZENSHIP

STATE OF ALASKA

COUNTY OF ANCHORAGE

Michael L Reeve being first duly sworn, deposes and says:

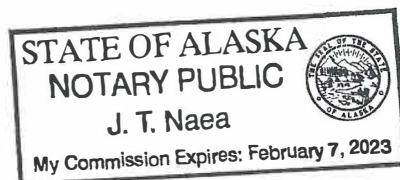
1. That he is duly elected, qualified, and serving as MANAGER of Reeve Air Alaska, LLC and that he is authorized to and does make this affidavit for it.
2. That Michael L Reeve is a citizen of the United States within the meaning of 49 U.S.C. 40102(a)(15).



Michael L Reeve

Subscribed and sworn to before me this 16th day of April, 2020

(SEAL)





### 204.3 (f) KEY PERSONNEL

- (1) Michael L Reeve, Owner/Operator  
7511 Labrador Circle  
Anchorage, Alaska 99502
- (2) Reeve Air Alaska, LLC was founded and has been continuously operated by Michael L Reeve since 2006. The company and its Certificate authorizations have grown from a Single Pilot Operator with a single engine Piper Cherokee to multiple twin engine and turbine powered aircraft.

Operations Specifications (OpSpecs) issued to the applicant include A006-1 that lists Reeve, Michael L the Authorized Management Position and Personnel. Additionally, OpSpec A008-1 and A040-1 regarding Operational Control states “has sufficient knowledge of the certificate holders OpSpecs in order to determine whether a Part 135 flight or series of flights can be initiated, conducted, or terminated safely in accordance with all appropriate regulations, OpSpec authorizations, OpSpec limitations, OpSpec procedures, and the aircraft maintenance and MEL requirements”.

Regarding business operating and financial plans, Reeve Air Alaska, LLC has been successful enough to have grown the company with no current debt and has been profitable each year of business. Prior to founding Reeve Air Alaska, LLC, Michael L Reeve worked for 22 years for a Part 121 operator in Alaska starting in the maintenance department, then Director of Occupational Safety, then flight operations department, Director of Stations, and finally FAR Part 121 Director of Safety (Flight Ops). Additionally, Michael L Reeve has been flying in Alaska for 32 years.

- (3) Michael L Reeve is the sole owner of Reeve Air Alaska, LLC with 100% of the interest. No others.

- (4) Michael L Reeve is a citizen of the United States.
- (5) Michael L Reeve is the sole owner of Reeve Air Alaska, LLC and has no other financial interests in any other air carrier (foreign or domestic).

### 204.3 (g) PERSONS OF SUBSTANTIAL INTEREST

- (1) Michael L Reeve, Owner/Operator  
7511 Labrador Circle  
Anchorage, Alaska 99502

No others.

- (2) Michael L Reeve is the sole owner of Reeve Air Alaska, LLC with 100% of the interest.

No others.

- (3) Not Applicable

- (4) Michael L Reeve is the sole owner of Reeve Air Alaska, LLC and has no other financial interests in any other air carrier (foreign or domestic).

11:00 AM

04/25/20

Accrual Basis

## Reeve Air Alaska, LLC

## Balance Sheet

As of April 25, 2020

	Apr 25, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
LPL Financial - Reserves	50,000.00
Northern Skies FCU	
Checking NSFCU	7,186.89
Savings NSFCU	260,363.53
Total Northern Skies FCU	267,550.42
Northrim Checking	274.75
Total Checking/Savings	317,825.17
Accounts Receivable	
Accounts Receivable	50,018.35
Total Accounts Receivable	50,018.35
Total Current Assets	367,843.52
Fixed Assets	
Aircraft	
Accumulated Dep'n N284PM	-103,303.00
King Air C-90 Cost	235,000.00
Navajo PA-31 Cost	105,000.00
PA-32-300-Cost	52,500.00
PA-32 Engine Overhaul	37,484.79
Accumulated Dep'n-PA-32-300	-52,500.00
Accumulated Dep'n Navajo PA-31	-105,000.00
Accumulated dep'n Engine O/H	-37,485.00
Total Aircraft	131,696.79
Total Fixed Assets	131,696.79
<b>TOTAL ASSETS</b>	<b>499,540.31</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	353.66
Total Accounts Payable	353.66
Other Current Liabilities	
Note Payable NSFCU HONDA	117.28
Federal Excise Tax	1,188.38
Note Payable NSFCU NAVAJO	4,298.54
Note Payable RDR	100,000.00
Total Other Current Liabilities	105,604.20
Total Current Liabilities	105,957.86
Total Liabilities	105,957.86
Equity	
Opening Bal Equity	-22,626.50
Owner's Capital	
Draws	-1,060,639.64
Investments	21,660.86
Owner's Capital - Other	-4,000.00
Total Owner's Capital	-1,042,978.78

11:00 AM

04/25/20

Accrual Basis

**Reeve Air Alaska, LLC**

**Balance Sheet**

**As of April 25, 2020**

	Apr 25, 20
Retained Earnings	1,424,321.36
Net Income	34,866.37
Total Equity	393,582.45
TOTAL LIABILITIES & EQUITY	499,540.31

9:21 AM

05/01/20

Accrual Basis

**Reeve Air Alaska, LLC**  
**Profit & Loss**  
**January 1 through May 1, 2020**

	Jan 1 - May 1, 20
Ordinary Income/Expense	
Income	
Flying Income	
King Air Income	42,813.98
Navajo Income	14,335.49
Flying Income - Other	67,560.00
Total Flying Income	124,709.47
Reimbursement income	50.00
Total Income	124,759.47
Cost of Goods Sold	
Aircraft Fuel	
Jet Fuel	8,840.56
Fuel AVGAS Expense	2,787.99
Total Aircraft Fuel	11,628.55
KA-C90 Operating Expense	
King Air Operating Expense	2,624.62
King Air Parts and Maintenance	15,065.41
KA-C90 Operating Expense - Other	580.90
Total KA-C90 Operating Expense	18,270.93
PA-31 Operating Expense	
PA-31 Misc. Expense	720.92
PA-31 Parts and Maintenance	4,102.58
Total PA-31 Operating Expense	4,823.50
Shipping & Other expense	32.82
Total COGS	34,755.80
Gross Profit	90,003.67
Expense	
Facility Expense - Cold Bay	
Heating Fuel Expense (CDB)	539.69
Water/Waste Utility (CDB)	240.00
Electric Utility (CDB)	100.62
Total Facility Expense - Cold Bay	880.31
Facility Expense - Anchorage	
Facility Supplies (ANC)	325.79
Heating Fuel Expense (ANC)	288.77
Electric Utility (ANC)	151.89
Facility Expense - Anchorage - Other	11,690.00
Total Facility Expense - Anchorage	12,456.45
Automobile Expense	2,378.80
Dues and Subscriptions	75.00
Insurance	
Liability Insurance	21,298.00
Total Insurance	21,298.00
Interest Expense	
Finance Charge	133.15
Total Interest Expense	133.15



9:21 AM  
05/01/20  
Accrual Basis

Reeve Air Alaska, LLC  
**Profit & Loss**  
January 1 through May 1, 2020

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	Jan 1 - May 1, 20
Office Supplies	1,006.54
Postage and Delivery	365.65
Telephone	860.67
Miscellaneous	683.61
Total Expense	40,138.18
Net Ordinary Income	49,865.49
Net Income	49,865.49

**Reeve Air Alaska, LLC**  
**Balance Sheet**  
**As of December 31, 2019**

	Dec 31, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
LPL Financial - Reserves	50,000.00
Northern Skies FCU	
Checking NSFCU	318.87
Savings NSFCU	272,568.18
Total Northern Skies FCU	272,887.05
Northrim Checking	274.75
Total Checking/Savings	323,161.80
Accounts Receivable	
Accounts Receivable	19,250.44
Total Accounts Receivable	19,250.44
Total Current Assets	342,412.24
Fixed Assets	
Aircraft	
Accumulated Dep'n N284PM	-103,303.00
King Air C-90 Cost	235,000.00
Navajo PA-31 Cost	105,000.00
PA-32-300-Cost	52,500.00
PA-32 Engine Overhaul	37,484.79
Accumulated Dep'n-PA-32-300	-52,500.00
Accumulated Dep'n Navajo PA-31	-105,000.00
Accumulated dep'n Engine O/H	-37,485.00
Total Aircraft	131,696.79
Total Fixed Assets	131,696.79
<b>TOTAL ASSETS</b>	<b>474,109.03</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,146.48
Total Accounts Payable	1,146.48
Other Current Liabilities	
Note Payable NSFCU HONDA	117.28
Federal Excise Tax	2,330.65
Note Payable NSFCU NAVAJO	4,298.54
Note Payable RDR	100,000.00
Total Other Current Liabilities	106,746.47
Total Current Liabilities	107,892.95
Total Liabilities	107,892.95
Equity	
Opening Bal Equity	-22,626.50
Owner's Capital	
Draws	-1,053,139.64
Investments	21,660.86
Owner's Capital - Other	-4,000.00
Total Owner's Capital	-1,035,478.78

Reeve Air Alaska, LLC  
**Balance Sheet**  
As of December 31, 2019

	Dec 31, 19
Retained Earnings	1,184,024.15
Net Income	240,297.21
Total Equity	366,216.08
TOTAL LIABILITIES & EQUITY	474,109.03

**Reeve Air Alaska, LLC**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
Flying Income	
King Air Income	156,142.23
Navajo Income	102,523.51
Flying Income - Other	207,270.50
Total Flying Income	465,936.24
Reimbursement income	3,298.00
Total Income	469,234.24
Cost of Goods Sold	
Aircraft Fuel	
Jet Fuel	39,675.55
Fuel AVGAS Expense	21,132.36
Total Aircraft Fuel	60,807.91
KA-C90 Operating Expense	
King Air Operating Expense	7,730.70
King Air Parts and Maintenance	65,157.89
KA-C90 Operating Expense - Other	56.90
Total KA-C90 Operating Expense	72,945.49
Aircraft Insurance	21,298.00
PA-31 Operating Expense	
PA-31 Misc. Expense	1,661.22
PA-31 Parts and Maintenance	6,125.35
Total PA-31 Operating Expense	7,786.57
Shipping & Other expense	48.12
Total COGS	162,886.09
Gross Profit	306,348.15
Expense	
Facility Expense - Cold Bay	
Heating Fuel Expense (CDB)	497.86
Water/Waste Utility (CDB)	520.00
Electric Utility (CDB)	196.39
Total Facility Expense - Cold Bay	1,214.25
Facility Expense - Anchorage	
Facility Supplies (ANC)	2,267.45
Heating Fuel Expense (ANC)	364.24
Electric Utility (ANC)	441.20
Facility Expense - Anchorage - Other	23,878.92
Total Facility Expense - Anchorage	26,951.81
Accounting	1,979.00
Automobile Expense	14,098.05
Bank Service Charges	523.82
Dues and Subscriptions	771.60
Insurance	352.50
Interest Expense	
Finance Charge	1,729.23
Loan Interest	343.90
Total Interest Expense	2,073.13

8:54 AM

05/01/20

Accrual Basis

**Reeve Air Alaska, LLC**  
**Profit & Loss**  
**January through December 2019**

---

	<u>Jan - Dec 19</u>
Licenses and Permits	100.00
Office Supplies	1,629.44
Postage and Delivery	98.95
Printing and Reproduction	28.60
Taxes	225.00
Telephone	2,105.59
Travel & Ent	
Travel	38.37
Travel & Ent - Other	<u>170.70</u>
Total Travel & Ent	209.07
Miscellaneous	<u>13,690.13</u>
Total Expense	<u>66,050.94</u>
Net Ordinary Income	<u>240,297.21</u>
Net Income	<u><u>240,297.21</u></u>

**Reeve Air Alaska, LLC**  
**Balance Sheet**  
**As of December 31, 2018**

	Dec 31, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
LPL Financial - Reserves	30,000.00
Northern Skies FCU	
Checking NSFCU	5,591.99
Savings NSFCU	143,318.35
Total Northern Skies FCU	148,910.34
Northrim Checking	10,973.60
Total Checking/Savings	189,883.94
Accounts Receivable	
Accounts Receivable	20,725.58
Total Accounts Receivable	20,725.58
Total Current Assets	210,609.52
Fixed Assets	
Aircraft	
Accumulated Dep'n N284PM	-103,303.00
King Air C-90 Cost	235,000.00
Navajo PA-31 Cost	105,000.00
PA-32-300-Cost	52,500.00
PA-32 Engine Overhaul	37,484.79
Accumulated Dep'n-PA-32-300	-52,500.00
Accumulated Dep'n Navajo PA-31	-105,000.00
Accumulated dep'n Engine O/H	-37,485.00
Total Aircraft	131,696.79
Total Fixed Assets	131,696.79
<b>TOTAL ASSETS</b>	<b>342,306.31</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,903.25
Total Accounts Payable	1,903.25
Other Current Liabilities	
Note Payable NSFCU HONDA	910.09
Federal Excise Tax	2,667.77
Note Payable NSFCU NAVAJO	22,906.33
Note Payable RDR	150,000.00
Total Other Current Liabilities	176,484.19
Total Current Liabilities	178,387.44
Total Liabilities	178,387.44
Equity	
Opening Bal Equity	-22,626.50
Owner's Capital	
Draws	-1,015,139.64
Investments	21,660.86
Owner's Capital - Other	-4,000.00
Total Owner's Capital	-997,478.78



11:02 AM  
04/25/20  
Accrual Basis

Reeve Air Alaska, LLC  
**Balance Sheet**  
As of December 31, 2018

	Dec 31, 18
Retained Earnings	1,130,311.38
Net Income	53,712.77
Total Equity	163,918.87
TOTAL LIABILITIES & EQUITY	342,306.31

**Reeve Air Alaska, LLC**  
**Profit & Loss**  
**January through December 2018**

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Flying Income	
King Air Income	76,917.56
Navajo Income	110,186.25
Flying Income - Other	211,558.50
Total Flying Income	398,662.31
Reimbursement income	2,334.26
Total Income	400,996.57
Cost of Goods Sold	
Aircraft Fuel	
Jet Fuel	38,158.56
Fuel AVGAS Expense	27,401.84
Total Aircraft Fuel	65,560.40
KA-C90 Operating Expense	
King Air Operating Expense	54,071.43
King Air Parts and Maintenance	41,038.41
Total KA-C90 Operating Expense	95,109.84
Aircraft Insurance	20,497.00
Depreciation Expense	103,303.00
PA-31 Operating Expense	
PA-31 Misc. Expense	2,065.97
PA-31 Parts and Maintenance	6,356.58
Total PA-31 Operating Expense	8,422.55
Shipping & Other expense	46.96
Total COGS	292,939.75
Gross Profit	108,056.82
Expense	
Facility Expense - Cold Bay	
Heating Fuel Expense (CDB)	1,182.59
Water/Waste Utility (CDB)	2,386.40
Electric Utility (CDB)	128.35
Total Facility Expense - Cold Bay	3,697.34
Facility Expense - Anchorage	
Facility Supplies (ANC)	1,606.86
Heating Fuel Expense (ANC)	196.72
Electric Utility (ANC)	737.04
Facility Expense - Anchorage - Other	25,440.55
Total Facility Expense - Anchorage	27,981.17
Accounting	2,375.00
Automobile Expense	4,970.53
Bank Service Charges	2,026.00
Dues and Subscriptions	269.66
Insurance	963.53
Interest Expense	
Finance Charge	15.83
Loan Interest	1,792.25
Total Interest Expense	1,808.08

Reeve Air Alaska, LLC  
**Profit & Loss**  
January through December 2018

	Jan - Dec 18
Licenses and Permits	178.70
Office Supplies	898.73
Postage and Delivery	185.45
Printing and Reproduction	258.50
Taxes	
Property	125.00
Total Taxes	125.00
Telephone	1,494.20
Travel & Ent	
Meals	1,294.57
Travel	1,481.77
Total Travel & Ent	2,776.34
Bad debt expense	30.00
Miscellaneous	4,625.14
Total Expense	54,663.37
Net Ordinary Income	53,393.45
Other Income/Expense	
Other Income	
Interest Income	319.32
Total Other Income	319.32
Net Other Income	319.32
Net Income	53,712.77

## Reeve Air Alaska, LLC

## Balance Sheet

As of December 31, 2017

	Dec 31, 17
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
LPL Financial - Reserves	4,000.00
Northern Skies FCU	
Checking NSFCU	4,176.47
Savings NSFCU	142,861.15
Total Northern Skies FCU	147,037.62
Northrim Checking	7,626.49
Total Checking/Savings	158,664.11
Accounts Receivable	
Accounts Receivable	19,386.03
Total Accounts Receivable	19,386.03
Total Current Assets	178,050.14
Fixed Assets	
Aircraft	
King Air C-90 Cost	235,000.00
Navajo PA-31 Cost	105,000.00
PA-32-300-Cost	52,500.00
PA-32 Engine Overhaul	37,484.79
Accumulated Dep'n-PA-32-300	-52,500.00
Accumulated Dep'n Navajo PA-31	-105,000.00
Accumulated dep'n Engine O/H	-37,485.00
Total Aircraft	234,999.79
Total Fixed Assets	234,999.79
<b>TOTAL ASSETS</b>	<b>413,049.93</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-12,244.76
Total Accounts Payable	-12,244.76
Other Current Liabilities	
Note Payable NSFCU HONDA	6,367.91
Federal Excise Tax	2,073.74
Note Payable NSFCU NAVAJO	26,646.94
Note Payable RDR	200,000.00
Total Other Current Liabilities	235,088.59
Total Current Liabilities	222,843.83
Total Liabilities	222,843.83
Equity	
Opening Bal Equity	-22,626.50
Owner's Capital	
Draws	-935,139.64
Investments	21,660.86
Owner's Capital - Other	-4,000.00
Total Owner's Capital	-917,478.78

11:03 AM  
04/25/20  
Accrual Basis

Reeve Air Alaska, LLC  
**Balance Sheet**  
As of December 31, 2017

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	Dec 31, 17
Retained Earnings	1,048,600.02
Net Income	81,711.36
Total Equity	190,206.10
TOTAL LIABILITIES & EQUITY	413,049.93

Reeve Air Alaska, LLC  
**Profit & Loss**  
January through December 2017

	Jan - Dec 17
Office Supplies	1,807.07
Postage and Delivery	460.40
Repairs	630.00
Taxes	
Federal	28.34
Taxes - Other	175.00
Total Taxes	203.34
Telephone	2,153.00
Travel & Ent	
Meals	195.15
Total Travel & Ent	195.15
Miscellaneous	3,157.79
Total Expense	50,283.70
Net Ordinary Income	81,247.65
Other Income/Expense	
Other Income	
Interest Income	463.71
Total Other Income	463.71
Net Other Income	463.71
Net Income	81,711.36



8:51 AM

05/01/20

Accrual Basis

**Reeve Air Alaska, LLC**  
**Profit & Loss**  
**January through December 2017**

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Rental Income	19,250.00
Flying Income	
Navajo Income	116,549.33
Flying Income - Other	208,722.00
Total Flying Income	325,271.33
Reimbursement income	5,594.60
Total Income	350,115.93
Cost of Goods Sold	
Aircraft Fuel	
Jet Fuel	1,823.82
Fuel AVGAS Expense	35,892.60
Total Aircraft Fuel	37,716.42
KA-C90 Operating Expense	
King Air Operating Expense	29.98
King Air Parts and Maintenance	1,736.61
KA-C90 Operating Expense - Other	51,111.25
Total KA-C90 Operating Expense	52,877.84
Aircraft Insurance	14,191.38
Depreciation Expense	11,734.00
PA-31 Operating Expense	
PA-31 Misc. Expense	3,944.88
PA-31 Parts and Maintenance	97,994.98
PA-31 Operating Expense - Other	95.00
Total PA-31 Operating Expense	102,034.86
Shipping & Other expense	30.08
Total COGS	218,584.58
Gross Profit	131,531.35
Expense	
Facility Expense - Cold Bay	
Heating Fuel Expense (CDB)	834.10
Water/Waste Utility (CDB)	2,608.00
Total Facility Expense - Cold Bay	3,442.10
Facility Expense - Anchorage	
Electric Utility (ANC)	2,473.84
Facility Expense - Anchorage - Other	24,348.77
Total Facility Expense - Anchorage	26,822.61
Accounting	1,850.00
Automobile Expense	3,897.16
Bank Service Charges	2,111.10
Dues and Subscriptions	410.97
Insurance	
Liability Insurance	590.53
Insurance - Other	352.50
Total Insurance	943.03
Interest Expense	
Loan Interest	2,199.98
Total Interest Expense	2,199.98

# AFFIDAVIT OF SAFETY COMPLIANCE

STATE OF ALASKA

COUNTY OF ANCHORAGE

Michael L Reeve being first duly sworn, deposes and says:

1. That he is duly elected, qualified, and serving as MANAGER of Reeve Air Alaska, LLC and that he is authorized to and does make this affidavit for it.
2. That all aircraft owned and leased by Reeve Air Alaska, LLC have been certified by the Federal Aviation Administration and currently comply with all applicable Federal Aviation Administration safety standards under Part 135, as well as the noise standards of Part 36, of the Federal Aviation Administration



Michael L Reeve

Subscribed and sworn to before me this 16<sup>th</sup> day of April, 2020

(SEAL)

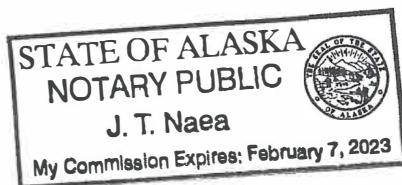


EXHIBIT G

Brief History of Reeve Air Alaska, LLC

Reeve Air Alaska, LLC began On-demand flight operations in May 2009 hauling commercially-caught totes and boxes of fresh Alaskan salmon from the village of Tyonek to a seafood processing plant in Anchorage. This first venture developed into chartered flights and its first twice weekly scheduled flights from Lake Hood Airstrip to Beluga and Tyonek using a single engine Piper PA-32 Cherokee "Six". Over the next few years our charter market grew from the Cook Inlet area into Prince William Sound.

With the addition of a twin engine Piper Navajo in 2011, Reeve Air began twice weekly scheduled flights from Anchorage to Chenega Bay and Tatitlek. In 2013 Reeve Air was awarded its first Essential Air Service contract to provide twice weekly scheduled flights from Anchorage to Tatitlek. In February 2015 Reeve Air was selected for an additional EAS contract providing twice weekly flights between Anchorage and Gulkana (Glenallen), Alaska. As an On-demand operator, Reeve Air was providing a total of four schedule flights per week until October 2015 when the Tatitlek EAS contract was awarded to another carrier.

Reeve Air took this opportunity to focus on the growth of the very seasonal demand of the Gulkana/McCarthy market and was successful at filling seats and reducing the subsidy provided by the Department of Transportation. The Gulkana EAS contract has been awarded to Reeve Air for the past three consecutive contract periods with a reduced subsidy each time.

Increased demand for seats in the Gulkana and McCarthy markets presented an opportunity for Reeve Air to add a Beechcraft C90 King Air in 2018. This aircraft proved successful at providing reliable lift and has been well received by our scheduled passengers as well as our charter clients. To build on this success, Reeve Air began 2020 with a search for an additional King Air and signed a purchase

agreement in May, 2020 for a King Air B100. While still limited to nine passenger seats, this new King Air offers additional speed and payload to our fleet.

From our beginning with a single engine Piper PA-32 through today, Reeve air has gained long term contracts and provided charter flights for federal, state and local government agencies including USDOT, FAA, FEMA, USFS, DOI, Park Service Alaska Forestry, DOT, DOJ, State Troopers, Health and Human Services and many more. Charter flights make up approximately 50% of Reeve Air's flying.

## 204.3 (s)

### Description of Operating Authority for Reeve Air Alaska, LLC

Reeve Air Alaska, LLC has only operating authority issued by the US Department of Transportation and Federal Aviation Administration for FAR Part 135 flights. The State of Alaska certifies each year that Reeve Air Alaska, LLC maintains the operating authority issued to it by the FAA and maintains continuous insurance coverage. Reeve Air Alaska, LLC has operating authority granted through the FAA for commercial operations in Canada and the Caribbean although it has not exercised this authority. No other foreign authority.

Local authorities responsible for processing applications:

Mark Heritage  
Primary Operations Inspector  
Federal Aviation Administration  
Flights Standard District Office  
949 E. 36<sup>th</sup> Avenue, Ste 600  
Anchorage, Alaska 99508

mark.heritage@faa.gov

Shawn Toth  
Primary Maintenance Inspector  
Federal Aviation Administration  
Flights Standard District Office  
949 E. 36<sup>th</sup> Avenue, Ste 600  
Anchorage, Alaska 99508

shawn.toth@faa.gov

Rich Sewell  
State of Alaska  
Department of Transportation and Public Facilities  
Division of Statewide Aviation  
P.O. Box 196900  
Anchorage, Alaska 99519

rich.sewell@alaska.gov

**EXHIBIT I**

## 204.3 (t)

### Description of future services for Reeve Air Alaska, LLC

Reeve Air Alaska, LLC proposes to initially offer 3 days a week service between Anchorage and McGrath, Alaska to provide this community with passenger, freight, and mail service that was lost with the bankruptcy of Ravn Air. Currently, McGrath is without scheduled passenger service and receives mail and freight once a week on a cargo-only aircraft. As the business of the State Government and travel restrictions return to a more normal scenario, Reeve Air Alaska, LLC sees a potential for even more flights to McGrath as demand returns. McGrath has two airport service companies available on a per-flight rate for passenger/mail/freight services.

#### **(1) Forecast Balance Sheet\* ending 12/31/2021**

**Assets:**

Cash/Maintenance Reserves	400,000	
Receivables	75,000	
Fixed Assets	515,000	
<b>Total Assets</b>		<b>990,000</b>

**Liabilities & Equity**

Accounts Payable	10,000	
Other Liabilities	400,000	
<b>Total Liabilities</b>		<b>410,000</b>

Owner's Capital	(1,350,000)	
Retained Earnings	1,500,000	
Net Income	430,000	
<b>Total Equity</b>		<b>580,000</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>990,000</b>

\*Note: this forecast reflects normal historical growth of the company and the addition of a B100 aircraft (Fixed Asset) and the associated bank loan (Other Liabilities). Prepared by Michael Reeve, Manager.

**Forecast Income Statement ending 6/30/2021**

Estimate of operating flights specific to McGrath, Alaska PAMC

Flight time (block hours): 2.2

Flights per week: 3

Quarter:	3rd 2020	4th 2020	1st 2021	2nd 2021	Year Totals
Total Block Hours:	85.8	85.8	85.8	85.8	343.2
Total Flights:	39	39	39	39	156
Income:					
Passenger (65% capacity)	93,540	93,540	93,540	93,540	374,160
Mail	7,800	7,800	7,800	7,800	31,200
Freight	3,000	3,000	3,000	3,000	12,000
Other Income	82,500	82,500	82,500	82,500	330,000
<b>Total Income</b>	<b>186,840</b>	<b>186,840</b>	<b>186,840</b>	<b>186,840</b>	<b>747,360</b>
COG:					
Fuel (\$2.8/gal)	19,656	19,656	19,656	19,656	78,624
MX Reserves: (\$250/hr)	85,800	85,800	85,800	85,800	343,200
Flight Crew	49,500	49,500	49,500	49,500	198,000
Contract Ground Handling (PAMC)	11,700	11,700	11,700	11,700	46,800
<b>Total COG</b>	<b>166,656</b>	<b>166,656</b>	<b>166,656</b>	<b>166,656</b>	<b>666,624</b>
Gross Profit	20,184	20,184	20,184	20,184	80,736
Expenses (Shared at 50%):					
Anchorage Facility	4,500	4,500	4,500	4,500	18,000
Insurance	4,000	4,000	4,000	4,000	16,000
Aircraft Insurance	3,000	3,000	3,000	3,000	12,000
Debt Services	2,500	2,500	2,500	2,500	10,000
<b>Total Expenses</b>	<b>14,000</b>	<b>14,000</b>	<b>14,000</b>	<b>14,000</b>	<b>56,000</b>
<b>Net Income</b>	<b>6,184</b>	<b>6,184</b>	<b>6,184</b>	<b>6,184</b>	<b>24,736</b>

This forecast is based on an average of 5.5 passengers (@\$205) each direction, and 250 pounds of mail and 25 pounds of priority freight on the ANC-MCG leg. These are a conservative estimate of the historic traffic in this currently unserved market. Prepared by Michael Reeve, Manager.





## U.S. Department of Transportation

Office of the Secretary of Transportation

## AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain ]\*  
[name of carrier] and certain other carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

(Signature and Date) Michael L. Reeve 4/28/2020

(Printed Name and Title) Michael L. Reeve, Manager

(Name and Address of Carrier) Reeve Air Alaska, LLC

7511 Labrador Circle, Anchorage, AK 99504

\*Either alternative may be used.



204.3(v)

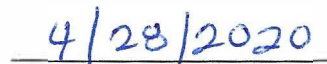
Statement of Reeve Air Alaska, LLC

Pursuant to title 18 United States Code section 1001, I, Michael Reeve, in my individual capacity and as the authorized representative of the applicant, have not in any manner knowingly and willfully falsified, concealed or covered up any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the application. I understand that an individual who is found to have violated the provisions of 18 U.S.C. section 1001 shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

A handwritten signature in blue ink, appearing to read "Michael L. Reeve", is written over a horizontal line.

Michael L Reeve, Manager

Reeve Air Alaska, LLC

A handwritten date "4/28/2020" in blue ink is written over a horizontal line.

Date

PAPERWORK REDUCTION ACT OF 1995

This information is collected to determine whether air taxi operations meet the Department's criteria for an operating authorization under 14 CFR Part 298. We estimate that it will take approximately 30 minutes to complete. The use of this form is mandatory. Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The OMB Control Number for this collection is 2120-0633. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave. SW, Washington, DC, 20591, Attn: Information Collection Clearance Officer, AIO-20



U.S. Department of  
Transportation  
  
Office of the Secretary  
of Transportation

AIR TAXI OPERATOR REGISTRATION  
AND AMENDMENTS UNDER  
PART 298 OF THE REGULATIONS OF  
THE DEPARTMENT OF TRANSPORTATION

FOR USE BY DOT ONLY

**Where to file:** Submit this form, **in duplicate**, along with a Certificate of Insurance (OST Form 6410) evidencing required liability insurance coverage for the aircraft listed in Block 6 of this registration, to the Federal Aviation Administration (FAA), Air Transportation Division, AFS-200, Room 831, 800 Independence Avenue, S.W., Washington, D.C. 20591. **Exception:** For air taxis located in the State of Alaska, submit this form and the OST Form 6410 to the Federal Aviation Administration (FAA), Alaskan Region Headquarters, AAL-230, 222 West 7th Avenue, Box 14, Anchorage, Alaska 99513.

**Fees:** The fees for initial registration of an air taxi is \$8. There is no filing fee for amendments to registrations previously filed.



1a. Name (and DBA, if applicable) and Mailing Address of the Registering Carrier:

Reeve Air Alaska, LLC  
7511 Labrador Circle  
Anchorage, Alaska 99502

Effective date of registration/amendment

JAN 23 2014

3a. Federal Aviation Administration certificate number:

~~V99A257L~~ V99A257L

3b. Address of local FAA office:

Federal Aviation Administration (FAA)  
Alaskan Regional Headquarters  
AAL-230  
222 West 7th Avenue, Box 14  
Anchorage, Alaska 99513

3c. FAA Telephone No.

(907) 271-2000

3d. FAA Principal Operations Inspector:

Lisa Asplin - ANC FISDO

1b. Telephone No. (907) 646-0538 Fax No. (907) 522-5735

2a. Address of principal place of business (if different from above):

Reeve Air Alaska, LLC  
Ted Stevens Anchorage International Airport  
5700 de Havilland Avenue  
Anchorage, Alaska 99502

2b. Telephone No. (907) 250-4766 Fax No. (907) 522-5735

4. This filing is the carrier's:

☒ Initial Registration

☐ Amendment to reflect changes since previous filing (Complete item 9)

If initial registration, give proposed date of commencement of operations: 02FEB2014

5. Check type or types of service the carrier intends to perform upon commencement of operations, or, for amendments, service the carrier is currently performing:

☒ Scheduled passenger\*

☒ On-demand passenger

☐ Air ambulance

☐ Scheduled cargo

☒ On-demand cargo

☐ Seasonal

☒ Mail under U.S. Postal Service contract

☐ Other (Please specify)\*\*

\*Check only if service is limited to less than five (5) round trips per week on at least one route between two or more points and is operated pursuant to published flight schedules which specify times, days of the week, and places between which such flights are performed. Companies proposing or operating scheduled passenger services of five (5) or more round trips per week on at least one route between two or more points pursuant to published flight schedules which specify times, days of the week, and places between which such flights are performed may not conduct such operations under this registration. Instead, such companies must be found "fit, willing and able" to provide such services as a commuter air carrier. See 14 CFR 298, Subpart E.

\*\* For example, if the carrier performs other services such as fire fighting operations for the U.S. Forest Service, it should be indicated here.

OST Form 4507 (Rev. 2-06)

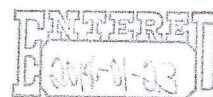


EXHIBIT M

<b>6. Aircraft which the carrier proposes to operate in air taxi service, or, for amendments, aircraft currently operated</b>			<b>7. Is the registering carrier a U.S. citizen?</b> <div style="text-align: right;"> <input checked="checked" type="checkbox"/> YES      <input type="checkbox"/> NO         </div>
Aircraft Make and Model	FAA Registration Number	Passenger Seats Installed*	<b>Note:</b> An air taxi or commuter registered under Part 298 must be a citizen of the United States. 49 USC 40102(a) (15) defines a U.S. citizen as (a) an individual who is a U.S. citizen; (b) a partnership of which each member is a U.S. citizen; or (c) a corporation or association organized under the laws of the United States or a state, the District of Columbia, or a territory or possession of the United States, of which the president and at least two-thirds of the board of directors and other managing officers are citizens of the United States, which is under the actual control of citizens of the United States, and in which at least 75 percent of the voting interest is owned or controlled by persons that are citizens of the United States.
1. Piper PA-31	N165C	7	
2. Piper PA-32-300	N107TA	6	
3.			
4.			
5.			
(Add additional sheets if necessary)			<b>8. If this is an amendment, has the carrier carried passengers in foreign air transportation, that is, between any point in the United States and any point outside thereof, during the past 12 months:</b> <div style="text-align: right;"> <input type="checkbox"/> YES      <input type="checkbox"/> NO         </div>
* This does not include seats occupied by the pilot or co-pilot unless the latter is available for passenger use.			
<b>9. REPORT CHANGES OR AMENDMENTS TO INFORMATION PREVIOUSLY FILED WITHIN 30 DAYS OF THE EFFECTIVE DATE:</b>			
<b>a. Change Carrier's Name and/or Address (Please specify):</b>			
Former Name and Address		Current Name and Address	
<b>b. Description of Any Other Changes or Amendments (Including additions or deletions of aircraft, change in type of operations, registration numbers, etc.):</b>			
<b>10. Certification</b>			
I certify that the information contained in this application is complete and accurate to the best of my knowledge. The carrier subscribes to the IATA Inter-carrier Agreement; the IATA Agreement on Measures to Implement the IATA Inter-carrier Agreement, and the ATA Agreement on Provisions Implementing the IATA Inter-carrier Agreement to be Included in Conditions of Carriage and Tariffs (see OST Form 4523-A), and in accordance with those Agreements agrees under Article 22(1) of the Warsaw Convention or the Warsaw Convention as amended by the Hague Protocol that the liability limits for passenger injury or death in international transportation as defined in the Convention are waived in their entirety.			
Date: 01/17/2014		Signature:	
Place: Anchorage, Alaska		(See note)	
(City and State)			
Title: Owner and Manager		Name: Michael L. Reeve	
		(Please type)	
Note: This registration must be signed by a responsible officer, such as the President, Vice President, Secretary or Treasurer, or partner or owner of the carrier			
<b>TO ENSURE PROPER PROCESSING OF THIS REGISTRATION, PLEASE COMPLETE THIS FORM IN ITS ENTIRETY.</b>			

**EXHIBIT M**



Office of the Secretary  
of Transportation

#### AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestion to reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7<sup>th</sup> St., SW., Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**NOTE:** For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-28-2011

### U.S. AIR CARRIERS - CERTIFICATE OF INSURANCE

#### POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**FILING INSTRUCTIONS:** File an original of this form with the Federal Aviation Administration, AFS-260, 800 Independence Ave., S.W., Washington, D.C. 20591. (See EXCEPTIONS 1 and 2 below.)

**EXCEPTION 1:** If Block 2B on the reverse is filled in because the insured is a commuter air carrier, file a signed original of this form with the Department of Transportation, Air Carrier Fitness Division, X-56, 400 7<sup>th</sup> St., SW., Washington, DC 20590.

**EXCEPTION 2:** For any insured that is located in the State of Alaska (regardless as to whether Block 2A, 2B, or 2C is filled in), file a signed original of this form with the Federal Aviation Administration, Alaskan Region Hq., AAL-230, 222 W. 7<sup>th</sup> Ave., #14, Anchorage, Alaska 99513.

(Please type information, except signatures.)

**THIS CERTIFIES THAT:** StarStone National Insurance Company, c/o London Aviation Underwriters, Inc.  
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to

Reeve Air Alaska, LLC, 7511 Labrador Circle Anchorage, AK 99502-4191 FAA Certificate Number V99A257L  
(Name, address and FAA Certificate number of Insured U.S. Air Carrier)

effective from 03/12/2020 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

**NOTE:** Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

☒ is licensed to issue aircraft insurance policies in the United States.

☐ is licensed or approved by the government of \_\_\_\_\_ to issue aircraft insurance policies; or

☐ is an approved surplus line insurer in the State(s) of \_\_\_\_\_

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "air transportation" as that term is defined in 49 U.S.C 40102 (Complete applicable section(s) A, B, or C below):

**A. U.S. AIR TAXI OPERATORS (EXCLUDING U.S. COMMUTER AIR CARRIERS) WITH PART 298 AUTHORITY ONLY:**

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload Capacity of 18,000 pounds or less). (Check separate or combined coverage as appropriate):

☒ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
SAV1000165-05	Bodily Injury Liability (Excluding passengers)	\$75,000	\$300,000
SAV1000165-05	Passenger Bodily Injury Liability	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft.
SAV1000165-05	Property Damage		\$100,000

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. \_\_\_\_\_ Amount of Coverage \_\_\_\_\_

☐ This policy covers CARGO operations only and excludes passenger liability insurance.



**B. U.S. COMMUTER AIR CARRIERS OR CERTIFICATED AIR CARRIERS OPERATING SMALL AIRCRAFT**

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passengers or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers Other than cargo attendants) and Property Damage Liability	\$300,000	\$2,000,000
	Passenger Bodily Injury Liability	\$300,000	\$300,000 x 75% of total number of passengers seats installed in the aircraft.

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. \_\_\_\_\_ Amount Coverage \_\_\_\_\_

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

**C. U.S. CERTIFICATED AIR CARRIERS OPERATING LARGE AIRCRAFT**

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passengers or with a maximum payload capacity of 18,000 pounds or less). (Check separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers Other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
	Passenger Bodily Injury Liability	\$300,000	\$300,000 x 75% of total number of passengers seats installed in aircraft.

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. \_\_\_\_\_ Amount Coverage \_\_\_\_\_

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (Check One):

☐ Operations conducted with all aircraft operated by the insured

☐ Operations conducted with the following types of aircraft:

☒ Operations with the following aircraft: (Use additional page if necessary) See attached

Make and Model

FAA or Foreign Flag  
Registration No.

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.

StarStone National Insurance Company  
c/o London Aviation Underwriters, Inc.

(Name of Insurer)

33405 6<sup>th</sup> Ave S

(Address)

Federal Way, WA 98003-6335

(City, State, Zip Code)

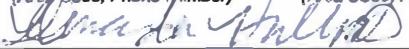
Amanda Hillquist

Contact (person who can verify the effectiveness of the coverage)

(206) 285-5401

(Area Code, Phone Number)

/ (Area Code/Fax Number)



(Signature, if applicable)

03/09/2020

(Date)

Marsh & McLennan Agency, LLC

(Name of Broker, if applicable)

1031 W. Fourth Ave. Suite 400

(Address)

Anchorage, AK 99501

(City, State, Zip Code)

Vickie Scuderi

(Officer or authorized representative)

1-907-276-5617

(Area Code, Phone Number)

/

1-907-276-6292

(Area Code, Fax Number)

(Signature)

(Date)

**This certificate cancels and supersedes all previous certificates.**

**EXHIBIT N**

Policy SAV1000165-05 Certificate of Insurance applies to the following Aircraft)

	<u>Make &amp; Model</u>	<u>FAA or Foreign Flag Registration No.</u>	<u>Passenger Seats</u>
1970	Piper PA-31-310	N16SC	7
1977	Beech King Air C90	N284PM	9