

**JACKSON HOLE AIRPORT
LICENSE AGREEMENT TO CONDUCT AERONAUTICAL BUSINESS FOR
WIND RIVER AIR LLC**

THIS LICENSE AGREEMENT (The "Agreement") is made and entered into as of the March 18, 2020, between the **JACKSON HOLE AIRPORT BOARD**, a body corporate, of P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and **WIND RIVER AIR LLC**, a Wyoming limited liability company, having an address of P.O. Box 3885, Jackson, Wyoming 83001 (the "Operator").

IN CONSIDERATION of the following covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board authorizes the Operator to exercise the privileges hereinafter set forth on terms and conditions by which the Operator agrees to abide.

1. RIGHTS GRANTED.

1.1 The Board grants the Operator, for the term of this Agreement, the right and privilege on a non-exclusive basis and subject to restrictions hereinafter set forth, to operate upon the Jackson Hole Airport (the "Airport"), a commercial aeronautical business under Federal Aviation Regulations Part 91 (General Operating Rules) and/or Part 135 (On Demand Service), to include but not be limited to the provision of charter and scenic flights to the public. (the "Authorized Activities").

1.2 Operator is prohibited from conducting any other commercial activity upon or from the Airport other than that expressly set forth above, including but not limited to aerial poison applications or skydiving activities, without the express written consent of the Board; provided, that Operator may service and maintain its own equipment, subject to applicable rules and regulations.

1.3 Operator is granted all reasonable rights of ingress and egress to and from the Airport and the right to use the landing areas, runways, taxiways and other facilities and air navigation devices of the Airport in common with other public users thereof, except as herein limited. It is understood by Operator that the landing areas, runways, taxiways, terminal building, and air navigational devices of the Airport are for the use of the general public for aeronautical purposes, subject to the applicable laws, rules and regulations of the United States, the State of Wyoming, and their agencies having jurisdiction.

1.4 Operator shall be entitled to charge prices for the Authorized Activities in accordance with a fee schedule approved by the Board. The fee schedule is set forth in the attached **Exhibit "A"** and is deemed approved. Operator may revise such fee schedule at any time, subject to prior approval of the Board, which approval shall not be unreasonably withheld. The Board shall be deemed to have approved a revised fee schedule if the Operator has not received a response from the Board within 45 days of providing the Board with the revised fee schedule.

1.5 This Agreement does not (a) grant Operator any exclusive use of space on the Airport, or (b) guarantee Operator that ramp or hangar space will be available at all times or any time for Operator's aircraft unless the Operator enters into a separate agreement with the Fixed Base Operator "FBO" at the Airport. Nor does this Agreement authorize Operator to, (i) utilize parking either for itself or its customers other than that available to the general public, (ii) store or park vehicles or other equipment on the apron/ramp, or (iii) advertise by sign, brochure or otherwise, to solicit, or to engage in any other activities on the Airport other than those expressly set forth above. Any such additional activities on and from the Airport may be conducted only in accordance with existing Airport rules, regulations, and policies, and/or under such further agreement or agreements as may be entered into between the parties, and/or, as applicable, under agreements with a Fixed Base Operator having a base at the Airport.

2. **TERM OF THE AGREEMENT.** This Agreement shall be effective April 1, 2020 and shall be for a three-year term ending March 31, 2023. Any subsequent agreement will be negotiated based on Board regulations and/or policies in effect at the time of such negotiation. This Agreement grants no rights to the Operator beyond the termination date of this Agreement.

3. **EQUIPMENT TO BE PROVIDED BY OPERATOR.** Operator will furnish, at its own expense, all equipment, supplies and personnel necessary to its operations authorized by this Agreement. For its operations upon, to or from the Airport, the Operator shall utilize only aircraft, vehicles and/or equipment which are currently certified and properly maintained in accordance with all applicable local, state and federal laws, provided, that use of vehicles and equipment obtained from persons who are under contract with the Board, shall be deemed to comply with this Section.

4. **FEES.**

4.1 As an Airport use fee, Operator shall pay the Board a monthly use fee equal to five-percent (5%) of Operator's gross revenues from operations on or from the Airport. In months in which no such operations are conducted by Operator at the Airport, no Airport use fee shall be due. The Airport use fee to be charged Operator under this Agreement may be increased or decreased upon ninety (90) days' notice, to be consistent with any uniform fee schedule for various classes of aeronautical activities at the Airport, which may hereafter be adopted by the Board after notice and hearing. Nothing herein shall limit the right of Operator to challenge the reasonableness of any such uniform fee schedule.

4.2 No later than the 10th day of each calendar month in which Operator has conducted such operations at the Airport, Operator shall complete and submit to the Executive Director, an activity report showing the number and type of its aircraft operations and other pertinent data on Operator's operations of the Airport during the previous month, and shall submit the airport use fee for the previous month.

5. OBLIGATIONS OF OPERATOR. Operator shall be obligated to perform the following services and comply with the following regulations:

5.1 Operator acknowledges that it has reviewed and is familiar with the Airport Noise Abatement Plan. Operator shall have the special obligation to make all pilots operating Operator's equipment in and out of the Airport aware of the Airport Noise Abatement Plan as the same presently exists or shall hereafter be amended. Operator shall take appropriate action against any employee of Operator for operations contrary to the Noise Abatement Plan in all cases where there exists no valid reason of safety or otherwise, for noncompliance.

5.2 Operator acknowledges that it has reviewed and is familiar with those portions of the Interior Agreement, defined in paragraph 6.1 below, dealing with noise sensitive areas, and Operator is familiar with the location of the noise sensitive areas of Grand Teton National Park which are defined therein (the "Noise Sensitive Areas"). Operator agrees that no charter, scenic or training flights shall be made over the Noise Sensitive Areas, except when instrument operations are required to or from the north by weather conditions or for instrument flight training, or are desirable for night time operations and except when required to utilize VOR low-altitude airways. Operator shall not advertise that Operator is engaged in providing such flights, to and from the Airport, or over these Noise-Sensitive Areas. The above instrument operations not specifically required by weather conditions must be conducted under IFR and cleared through FAA ARTCC. Airways must be minimum enroute altitude prescribed for the airway, and aircraft must maintain at least that altitude over the Noise Sensitive Areas.

5.3 Operator shall collect and dispose of all trash, debris and garbage and clean any spills produced by its operations.

5.4 Operator's pilot(s) shall hold such certificates as are required by applicable regulations for the type of operation conducted. Operator and its employees shall at all times observe and abide by all rules and regulations which are now, or may from time to time, be formulated by the Board, the United States, and State of Wyoming or any political subdivision thereof, concerning the use, management and operation of the Airport and of commercial aircraft activities. Operator shall abide by any requirements of the Department of the Interior and any other government regulating body concerning non-discrimination in the hiring of employees. When requested by the Executive Director, Operator shall furnish names of individuals employed.

5.5 When requested by the Executive Director, Operator shall furnish to and collect from each of Operator's pilots or lessees flying into or out of the Airport, such reasonable, non-financial and non-personal aviation information and/or survey data as may reasonably be required by the Board in the operation of the Airport. Data collected from pilots shall be provided to the Board upon request from the Executive Director, in the form collected. This provision does not impose a requirement upon Operator to compile or collate any data received.

5.6 Operator, in its operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of the non-discrimination provision contained in the Agreement, and shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

5.7 It is the policy of the Board that disadvantaged business enterprises, including firms owned and controlled by minorities and/or women as defined in 49 C.F.R. Part 23, shall have maximum opportunity to participate in the performance of its Agreements. In the performance of this Agreement, Operator hereby assure that no person shall be excluded from participation, denied benefits or otherwise discriminated against by Operator in connection with the award and performance of any contract, including agreements, covered by 49 C.F.R. Part 23 on the grounds of race, color, national origin or sex.

5.8 In the event the Board is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon Board as a result of Operator's operations during the term of this Agreement, the Board may call a conference for the purpose of discussing and determining methods of compliance and recovery from Operator and other affected operators of costs so incurred, and Operator agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

5.9 Operator agrees that, with respect to operations authorized under this Agreement, it will ensure that at all times its employees performing services shall be neat, clean and courteous. Operator shall not permit its agents or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. Operator shall meet all expenses in connection with the privileges herein granted, including without limitation taxes, permit fees, license fees and assessments lawfully levied or assessed upon it, and that it will secure all such permits and licenses.

6. COMPLIANCE WITH LAW/AGREEMENT SUBORDINATE.

6.1 This Agreement is expressly subject to the terms and conditions of that certain Agreement between the United States Department of the Interior and the Jackson Hole Airport Board dated April 27, 1983 (the "Interior Agreement"), as amended, and to applicable federal, state and local laws, rules and regulations. To the extent anything herein contained conflicts with the foregoing Interior Agreement or applicable laws, rules and regulations, the provisions of the Interior Agreement, applicable laws, rules and regulations shall control.

6.2 The Board shall be free to renegotiate the Interior Agreement with the United States in the future on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval on the part of Operator or any other person. Operator shall be bound by the terms of any such renegotiated agreement to the extent it, in any way, modifies, changes or affects the rights or responsibilities of the Board or Operator under this Agreement.

6.3 This Agreement shall be subordinate to the provisions of any existing or future agreement between the Board and the United States or its agencies relative to the operation or maintenance of the Airport, the execution of which has been or may in the Board's judgment be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

6.4 Operator agrees to comply promptly with all laws, statutes, regulations, ordinances and rulings of the United States, the State of Wyoming, the Board, and other governmental bodies and agencies having jurisdiction over the Airport and applicable to Operator's operations at the Airport, as they now exist or as they may be hereafter amended. Without limiting the generality of the foregoing, Operator at all times shall access and use Airport facilities and the Airport in strict accordance with any and all rules and regulations that may be imposed by the Federal Aviation Administration the Transportation Security Administration and other lawful authority with respect to the Airport or the operation thereof. Operator further agrees that it will comply promptly with appropriate procedures or actions of all other statutes, ordinances, laws, judgments, decrees, regulations, directions or requirements of any governmental authority now or hereafter applicable to or having jurisdiction over the Airport, including without limitation, the rules, regulations and directions of general applicability of the Board and the Airport Director.

6.5 Operator acknowledges that it has reviewed and is familiar with the provisions of the National Parks Air Tour Management Act of 2000 (the "Act"), that the Airport is located entirely within a unit of the national park system, and all flight operations which take off or land at the Airport occur, at least in part, over a national park. Operator shall comply with the Act and any regulations or management plans adopted under the Act, to the maximum extent Operator's business conducted from the Airport requires such compliance, as determined by the federal agency having jurisdiction.

6.6 Operator shall comply with all applicable security provisions contained in the Airport's Security Plan (the "AASP"), and such applicable security provisions as may be communicated to Operator by the Board. At Operator's sole cost and expense, it shall submit for review and approval, individual checks for any of Operator's employees and agents who is to have access to the Airport's Security Identification Area (the "SIDA") if and as required by Airport Rules and applicable federal statute, regulation or policy.

6.7 Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

6.8 During the performance of this Agreement, the Operator, for itself, its assignees, contractor and successors in interest (hereinafter collectively referred to as the "Operator"), agrees as follows:

6.8.1 **Compliance with Regulations:** Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as **Exhibit B** and which are herein incorporated by reference and made a part of this Agreement.

6.8.2 **Nondiscrimination:** Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

6.8.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontracts, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

6.8.4 **Information and Reports:** Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.8.5 **Sanctions for Noncompliance:** In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the sponsor will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Operator under this Agreement until the Operator complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6.8.6 **Incorporation of Provisions:** Operator will include the provisions of paragraphs 6.8.1 through 6.8.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Operator will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing

such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

7. INDEMNITY AND INSURANCE.

7.1 Operator shall defend, indemnify and hold the Board harmless from and against any claim, loss, expense or damage to any person or property in or upon the Airport by Operator or its agents, employees or invitees arising out of Operator's use of the Airport or any act or neglect of Operator or Operator's servants, employees or agents, other than injuries or damage caused by the gross negligence or willful misconduct of the Board, its agents, employees or invitees.

7.2 The Operator shall obtain, and maintain continuously in effect at all times during the term hereof, at the Operator's sole expense, with insurance underwriters satisfactory to the Board, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the Board, protecting both the Operator and the Board against public liability and property damage. Operator, after the execution of this Agreement, shall promptly furnish to the Board a copy of a policy or policies of insurance for damages arising out of accidents or other causes, in not less than the amounts required by the Board's Minimum Standards in effect on the date of this Agreement.

8. ASSIGNMENT. The Operator shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement without the prior written consent of the Board first obtained, which consent will not be unreasonably withheld. The rights and obligations of Board under this Agreement may be assigned by Board, at the option of Board, and without the necessity for the concurrence of the Operator in any such assignment.

9. DEFAULT AND TERMINATION.

9.1 Operator acknowledges that it is a violation of Town of Jackson Ordinance Section 12-16-040.A to conduct any business to, from or on the Airport without having entered into a written agreement, lease or contract with the Board. Operator agrees that the Board may terminate this Agreement at any time during the term hereof for failure of the Operator to abide by the terms, covenants or conditions contained herein, including but not limited to paragraphs 5.1, 5.2 and 6.3 above. If Operator fails or refuses to comply with any of the terms of this Agreement, the Board shall notify Operator in writing. If Operator has failed to correct its default or failed or refused to comply with one or more of the terms of this Agreement, within fifteen (15) days after the mailing of such notice, the Board may declare this Agreement terminated. If Operator violates paragraph 5.1, 5.2, or 6.3 of this Agreement a second time during the term hereof, the Board may immediately terminate this Agreement, without notice or opportunity to cure, Operator shall be required to cease operating from the Airport, and Operator shall not be eligible for another Agreement with the Board to conduct scenic or charter flights on and from the Airport for a period of one-year

thereafter. Nothing in this paragraph shall limit the liability of Operator for violations of Town of Jackson Ordinances, and remedies under such Ordinances and this Agreement shall be cumulative.

9.2 Due to the special and unique nature of this Agreement, whereby the Board is operating the Airport for the purpose of serving public needs, the parties agree that each and every term, covenant and agreement in this Agreement is material, and that the default in any one covenant shall be deemed to be a default in this Agreement.

9.3 Operator may terminate this Agreement, at any time during the term hereof, in the event there is any change in the Interior Agreement or other agreement, or any newly entered into agreement, between the Board and the United States or its agencies relative to the operation or maintenance of the Airport, which in the reasonable judgment of the Operator, materially, adversely changes the rules and regulations under which the Operator is required to operate. Upon termination of this Agreement, Operator shall promptly pay any and all amounts and submit all reports which may be due to the Board.

10. MISCELLANEOUS PROVISIONS.

10.1 Headings. The section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

10.2 Time of Essence. Time is of the essence in this Agreement.

10.3 Attorneys' Fees. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award by the Court of its reasonable attorney fees and costs incurred.

10.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

10.5 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform its operations in relation to any person or entity not a party.

10.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the Board or Operator in its rights and obligations contained in valid covenants, conditions or provisions.

10.7 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of the Board and to the permitted assigns of Operator.

10.8 Notices. Notices and demands provided for herein shall be sufficient if hand delivered or sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing. Notices given in accordance with these provisions shall be deemed received when hand delivered or mailed.

10.9 Governing Law, Venue and Waiver of Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Claims or disputes between the parties arising out of or relating to this Agreement or breach thereof shall be brought in a state court in and for Teton County, Wyoming, unless the parties mutually agree otherwise. For valuable consideration, and after opportunity to consult with legal counsel, the parties agree that in any action to enforce or otherwise arising under the terms of this Agreement, each party knowingly waives its right to a trial by jury as to any and all claims in such an action, and agrees instead to proceed to a trial by the court.

10.10 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

10.11 Nature of Relationship. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Board and Operator, it being expressly understood and agreed that neither the method of computation of fees, nor any other provisions contained in this Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between the Board and Operator other than the relationship of licensor and licensee.

10.12 Non-Waiver. Waiver of any breach of covenants herein contained to be kept and performed by the Operator shall not be deemed a continuing waiver and shall not operate to bar or prevent the Board from declaring forfeiture for any succeeding breach either of the same or another condition or covenant.

10.13 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

JACKSON HOLE AIRPORT BOARD

Ed Liebzeit, Secretary

By: _____
Jerry Blann, President

WIND RIVER AIR, LLC.

By: _____
Anthony Chambers, Managing Member

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EXHIBIT B

TO LICENSE AGREEMENT

TITLE VI - PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Operators, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

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