## FIRST AMENDMENT TO LICENSE AGREEMENT TO CONDUCT AERONAUTICAL BUSINESS WIND RIVER AIR LLC

## JACKSON HOLE AIRPORT Jackson, Wyoming

This First Amendment to License Agreement to Conduct Aeronautical Business, is entered into effective April 21, 2021 between the JACKSON HOLE AIRPORT BOARD, (the "Board"), and WIND RIVER AIR LLC, (the "Operator").

## RECITALS

- A. Board and Operator have entered into a License Agreement to Conduct Aeronautical Business, dated April 24, 2020 (the "Agreement");
  - The term of the Agreement expires on April 30,2021; and
- C. The parties desire to amend the Agreement, including the extension of the term of the Agreement for an additional one (1) year period.
- NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- The Agreement shall be amended to provide an additional term of one (1) year, beginning on May 1, 2021 and ending on April 30, 2022.
- Paragraph 7.2 of the Agreement shall be deleted in its entirely and replaced with the following:
  - 7.2 Insurance. Operator shall maintain, during the term of this Agreement and at Operator's expense, from companies licensed in the State of Wyoming and reasonably acceptable to the Board, aircraft liability insurance and comprehensive general form liability insurance covering bodily injury, personal injury, property damage and contractual liability, with liability limits of at least those set forth in the Board's Minimum Standards for Aeronautical Activities, written on an occurrence form policy. Insurance shall be provided through a company having an AM Best Rating of "A" or better. Said aircraft liability insurance shall cover all Operator's operations at or upon the Airport. Said policy shall include an endorsement covering the indemnity owed by Operator to the Board under this Agreement. Operator shall also maintain worker's compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Wyoming, covering all its employees who may from time to time be on the Airport in such capacity. Operator may insure in such amounts

as Operator shall deem appropriate with respect to any other risk. Operator shall provide the Board with copies of Certificates of Insurance, in a form reasonably acceptable to the Board, no later than 10 calendar days prior to commencement of Operator's operations at the Airport. Failure to file or maintain such Certificates of Insurance with the Board during the entire term of this Agreement shall be a material breach of this Agreement and grounds for termination. Certificates of Insurance shall provide that coverage afforded under the policies will not be canceled or materially altered, unless at least 30 calendar days prior written notice has been sent to the Board by overnight courier or certified mail, return receipt requested.

- In paragraph 9.1 of the Agreement, whenever paragraph 6.3 is referenced, it shall be changed to paragraph 6.5.
- Except as expressly set forth above, the Agreement is not otherwise amended and remains in full force and effect.

Dated this 21st day of April 2021.

ATTEST:

-DocuSigned by:

Valerie Brown, Secretary

JACKSON HOLE AIRPORT BOARD

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John Eastman

John Eastman, President

WIND RIVER AIR, LLC.

Anthony Chambers, Managing Member