

**VOLUNTARY COMMERCIAL AIR
TOUR
MANAGEMENT AGREEMENT
FOR
PUBLIC LANDS IN TETON
COUNTY, WYOMING**

Wind River Air, LLC.

November 2020

COMMERCIAL HELICOPTER AIR TOUR VOLUNTARY AGREEMENT

SUMMARY

This Voluntary Agreement ("Agreement") provides the terms and conditions for Wind River Air, LLC's (WRA) commercial helicopter tours to be conducted over the Bridger-Teton National Forest, National Elk Refuge, near Grand Teton National Park and other sensitive public lands in Teton County, Wyoming. Wind River Air's helicopter tours are for the purpose of viewing scenery in the areas identified above and are not to be operated as wildlife viewing tours.

1.0 INTRODUCTION

The National Parks Air Tour Management Act (the Act) requires operators wishing to conduct or intending to conduct a commercial air tour operation over a unit of the national park system to apply to the Federal Aviation Administration (FAA) for authority to conduct such tours. The Act further requires the FAA, in cooperation with the National Park Service (NPS), to establish air tour management plans for parks which applications are submitted. All parties understand that any air tours within a half mile outside the boundary of Grand Teton National Park or within a mile laterally of any geographical feature of the park will trigger the requirement for FAA and NPS to develop an air tour management plan for the park under the Act. WRA's operations will not overfly Grand Teton National Park, or within a half mile outside of the boundary of the park, except for the purposes of takeoff and landing. WRA will use the most direct route possible to exit and enter the park when taking off and landing, taking into consideration all other land and wildlife manager feedback. It has therefore been determined that an Air Tour Management Plan is not required under the Act.

Nonetheless, WRA has worked with key stakeholders, including the FAA, NPS, Bridger Teton National Forest, National Elk Refuge, and Wyoming Game and Fish Department, to develop this Agreement which outlines the manner in which its scenic helicopter tour operations will be conducted over National Forest, Wilderness and Elk Refuge areas in Teton County. The goal of this Agreement is to address the issues necessary to protect the resources and visitor use of these sensitive public lands.

2.0 APPLICABILITY

This Agreement applies only to commercial air tour operations conducted by Wind River Air, LLC over National Forest, Wilderness and Elk Refuge areas in Teton County, Wyoming.

3.0 OVERVIEW OF PUBLIC LANDS IN TETON COUNTY

Approximately 97% of the land in Teton County is public land designated as National Forest including designated Wilderness and Wild and Scenic Rivers, National Elk Refuge, and National Park Service. Commercial air tours operated by WRA will overfly National Forest System Lands and Elk Refuge areas.

4.0 CONDITIONS FOR THE MANAGEMENT OF COMMERCIAL AIR TOUR OPERATIONS

This Agreement includes the following provisions and conditions:

4.1 Respected Areas

Representatives of public lands including the National Elk Refuge, Bridger-Teton National Forest, Wyoming Game and Fish Department and Grand Teton National Park management agencies in Teton County have worked with WRA to identify locations that could incur impacts to wildlife, resources, or visitors if commercial helicopter air tours are operated in the immediate vicinity ("Respected Areas"). Respected Areas are to be coordinated between WRA and appropriate land managers annually or on an as needed basis.

All of WRA's commercial helicopter air tours over National Forest, Wilderness, and Elk Refuge areas shall be conducted in a manner that minimizes impacts on Respected Areas. Except in an emergency or if otherwise necessary for safety of flight, WRA if at all possible, should not operate tours over those areas identified as Respected Areas by the public lands' managers.

4.2 Number of Operations

Wind River Air, LLC has made no commitment as to the number of its commercial helicopter air tour operations.

4.3 Hours of Operations

Wind River Air, LLC has committed to daylight hours of operation.

4.4 Aircraft Type

Wind River Air, LLC agrees that it will make any changes or upgrades to its fleet with consideration given to the new aircrafts noise footprint. Every effort will be made to select an aircraft that has the lowest possible noise footprint while taking into consideration safety and operational concerns. All aircraft operated by WRA must be equipped with automatic dependent surveillance-broadcast (ADS-B) which when activated permits his aircraft to be tracked. WRA agrees to activate the ADS-B on his aircraft whenever operating in the area, and in all operations to and/or from the Jackson Hole Airport.

4.5 Altitudes

Wind River Air, LLC. agrees to operate all scenic helicopter tours at an altitude high enough to minimize disturbance to wildlife and people. Every effort will be made to comply with the recommended altitude for operations over Wilderness areas per the Federal Aviation Regulations. Additionally, Wind River Air agrees to climb as quickly as practical based on winds and safety margins upon departure from the Jackson Hole Airport.

4.6 Training

Wind River Air, LLC. agrees to participate in the Fly Neighborly Noise Abatement Training program created by the FAA and endorsed by HAI (Helicopter Association International) which teaches pilots and operators noise abatement procedures and situational awareness tools that can be used to minimize the effects of helicopter noise emissions that are affecting communities. WRA agrees to participate in additional training as available from other organizations with an emphasis on noise abatement and safety.

4.7 Passenger Education

Wind River Air, LLC. agrees to provide educational information to passengers related to the public lands surrounding Jackson Hole, Wyoming, their history, and conservation efforts. WRA will participate in appropriate training provided by the National Elk Refuge and other public lands managers as applicable. WRA will work directly with public lands managers to develop educational material for passengers.

5.0 COMPLIANCE

5.1 While voluntary, compliance with this Agreement meets the expectations of the public land managers participating in the working group (the "Managers") and the community. Compliance will be ensured through, among other things, ongoing communications and periodic reporting of air tour operations by WRA. WRA agrees to work with the Managers to address any possible compliance issues.

5.2 WRA will meet with the Managers on a periodic basis, or as necessary, to discuss compliance issues and ways to improve the protection of the public lands in Teton County and their associated visitors and wildlife.

5.3 Allegations of non-compliance with this Agreement may be reported to any of the land management agencies.

5.4 Reporting Requirements - WRA will collect and submit to the Jackson Hole Airport Board a summary of its operations on and from the Airport on a monthly basis in accordance with the License to Conduct Aeronautical Business entered into on April 24, 2020.

6.0 AMENDMENT

The Managers, and Wind River Air, LLC may request an amendment to this Agreement. Written notice of a request to amend this Agreement should be sent by WRA or any Manager to WRA and all other Managers.

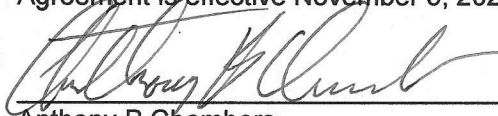
7.0 TERMINATION

7.1 This Agreement may be modified or terminated at any time at the discretion of WRA, by giving notice to all the Managers

7.2 The effective date of modification or termination of this Agreement shall be 30 days following such notice.

8.0 AGREEMENT AND EFFECTIVE DATE

Wind River Air, LLC. agrees to abide by the terms set forth in this Agreement. This Agreement is effective November 5, 2020.

A handwritten signature in black ink, appearing to read "Anthony B Chambers", is written over a horizontal line.

Anthony B Chambers
Manager, Wind River Air, LLC.