

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF WAIVER

ISSUED TO

Causey Aviation Unmanned, Inc.
Responsible Person: Jeffrey Causey
Waiver Number: 107W-2024-03348

ADDRESS –

6120 Smithwood Rd
Liberty, NC 27298

This certificate is issued for the operations specifically described hereinafter. No person shall conduct any operation pursuant to the authority of this certificate except in accordance with the provisions contained in this certificate.

OPERATIONS AUTHORIZED

Acting as a remote pilot in command (PIC) or visual observer (VO) in the operation of more than one small unmanned aircraft (sUA) at the same time; Small unmanned aircraft system (sUAS) operations over human beings; Small unmanned aircraft system (sUAS) operations over a moving vehicle.

LIST OF WAIVED REGULATIONS BY SECTION AND TITLE

14 CFR §§ 107.35—Operation of multiple small unmanned aircraft systems,
107.39—Operation over human beings, and
107.145—Operations over moving vehicles

STANDARD PROVISIONS

1. A copy of the application made for this certificate shall be attached to and become a part hereof.
2. This certificate shall be presented for inspection upon the request of any authorized representative of the Administrator of the Federal Aviation Administration, or of any State or municipal official charged with the duty of enforcing local laws or regulations.
3. The holder of this certificate shall be responsible for the strict observance of the terms and provisions contained herein.
4. This certificate is nontransferable.

NOTE—This certificate constitutes a waiver of those Federal rules or regulations specifically referred to above. It does not constitute a waiver of any State law or local ordinance.

SPECIAL PROVISIONS

Special Provisions Nos. 1 to 37, inclusive, are set forth on the attached pages.

This Certificate of Waiver is effective from December 1, 2024, to December 31, 2028, and is subject to cancellation at any time upon notice by the Administrator or an authorized representative.

BY DIRECTION OF THE ADMINISTRATOR

Emerging Technologies Division, AFS-700

SPECIAL PROVISIONS ISSUED TO
Causey Aviation Unmanned, Inc.

General.

The FAA's Flight Standards Service has reviewed your application to ensure compliance with the requirements of 14 CFR § 107.200 and § 107.205. Pursuant to these authorities, the Administrator finds that the proposed small unmanned aircraft (sUA) operation can be conducted safely under the provisions of this Certificate of Waiver (Waiver) as listed below because you have established adequate mitigations for risks involved with operating your sUA in the manner you described. Adherence to the provisions of this Waiver establishes the required level of safety within the national airspace system.

The Administrator may cancel this Waiver at any time. As a general rule, this Waiver may be canceled when it is no longer required, there is an abuse of its provisions, or when unforeseen safety factors develop. Failure to comply with any provision listed below is a violation of the terms of this Waiver and will serve as justification for cancellation.

List of Regulations Waived by Section and Title. The following regulations are waived:

14 CFR § 107.35, Operation of multiple small unmanned aircraft systems, is waived to allow a person to act as the remote Pilot in Command (PIC) or visual observer (VO) to operate multiple small UAS simultaneously;

14 CFR § 107.39, Operations over human beings, is waived to allow sUA operations over human beings who are not direct participants, necessary for the safe operation of the small unmanned aircraft;

14 CFR § 107.145, Operations over moving vehicles, is waived to allow sUA operations over a moving vehicle.

No part of this waiver will function as an airspace authorization under 14 CFR § 107.41. The FAA's Air Traffic Organization responds directly to requests for such authorizations.

Common Special Provisions. The Responsible Person is directly responsible for safety of operations conducted under this Waiver and will ensure the Remote Pilot in Command (remote PIC), manipulator of the controls, and visual observer(s) (VO)¹ comply with all provisions of this Waiver.

1. The Responsible Person listed on the Waiver is responsible to the FAA for the safe conduct of the operations. Prior to conducting operations that are the subject of this Waiver, the Responsible Person:
 - a. Must ensure the remote PIC, manipulators of the controls, and VO(s) are informed of the terms and provisions of this Waiver and strictly observe the terms and provisions herein;
 - b. Must ensure the remote PIC, manipulators of the controls, and VO(s) are informed and familiar with part 107 regulations; and
 - c. Evidence of the above (a and b) must be documented and must be presented for inspection upon request from the Administrator or an authorized representative;

¹ Title 14 CFR § 107.3 defines the term "visual observer." Any VO participating in operations conducted under this Waiver must meet the requirements listed in § 107.33 throughout the duration of flight operations.

2. This Waiver may not be combined with any other waiver(s), authorizations(s), or exemption(s) without specific authorization from the FAA;
3. The FAA has the authority to cancel or delay any or all flight operations if the safety of persons or property on the ground or in the air are in jeopardy or there is a violation of the terms of this Waiver;
4. A copy of this Waiver must be accessible and available to the remote PIC at the ground control station during sUA operations that are the subject of this Waiver;
5. The Responsible Person listed on this Waiver must maintain a current list of pilots by name and remote pilot certificate number used in operations under this Waiver. This list must be presented for inspection upon request from the Administrator or an authorized representative;
6. The Responsible Person listed on this Waiver must maintain a current list of sUA by registration number(s) used in operations under this Waiver. This list must be presented for inspection upon request from the Administrator or an authorized representative;
7. For the purposes of this Waiver, direct participants are the remote PICs, persons manipulating the controls, VOs, and any persons whose involvement is necessary for safety of the sUA operation. All other persons are considered non-participants;
8. If a discrepancy exists between the provisions in this Waiver and the waiver application, the Waiver takes precedence and must be followed;

Waiver Specific Special Provisions sUAS operations with multiple sUA may be conducted over human beings and moving vehicles, provided:

OPERATIONAL PROVISIONS

9. All operations under this Waiver must use one or more VO as described in the Waiver application;
10. For operations over non-participants:
 - a. Operations over open air assemblies of person is prohibited.
 - b. Sustained operations over non-participants or moving vehicles is prohibited. For the purposes of this waiver, sustain is defined as loitering, hovering, and continuous or sequential overflight of non-participating persons or moving vehicles, including the payload delivery portion of the flight.
 - c. The sUA parachute system must be operational and comply with ASTM 3322-18 *as revised*.
 - d. Within the previous 7 calendar days prior to operations, the responsible person and remote PIC must have verified the parachute system has no known safety defects that would alter the efficacy or safety of the parachute system.
 - e. The sUA may not be operated lower than 214 feet.
11. The remote PIC may conduct operations of up to Six (6) sUA, equipped with redundant flight control and transmission systems, and must ensure adequate simultaneous control of the sUA so they remain inside the area of operation, as described in the waiver application;
12. During sUAS operations subject to this Waiver the payload must be secured in a manner that prevents the payload from being detached or shifting from its intended position within the container during flight, and during a parachute deployment;

13. For operations conducted under this Waiver, the maximum weight of the sUA, including everything that is on board or otherwise attached to the aircraft, including the weight of the payload, may not exceed the operating weights described in the submitted CONOPs document;
14. The remote PIC must ensure that an individual system failure must not interfere with the operation of any other sUA or cause incidents, accidents, or loss of control involving any other sUA that are subject to this Waiver;
15. The remote PIC must ensure:
 - a. Prior to conducting operations under this Waiver, the RPIC must perform a documented site survey to:
 - i. Identify flight operational area obstacles and boundaries so as to avoid collision with, or damage to property;
 - ii. Validate C2 signal strength is sufficient for control through the entire route;
 - iii. Validate suitable launch/recovery site(s); and
 - iv. Complete and document a Flight Risk Assessment.
 - b. Routes are preplanned (using waypoints) prior to flight and aircraft are programmed to automatically follow the route. Manual flights are allowed as necessary;
 - c. Geofencing is used to confine the Operational Volume. (defined as the property lines of the assets or perimeter boundaries of the controlled access area or right of way specified in the Waiver application + maximum allowed altitude);
 - d. Return to Home/Return to Land feature must not allow the sUA to deviate from the defined operational volume;
 - e. Launch or recovery areas are pre-designated and monitored to keep any human being who is not directly participating in the operation out of the areas prior to, during, and immediately following flight operations;
 - f. Sufficient VO(s), defined as the minimum number of VO(s) required to continuously observe at least a 2 statute mile radius of airspace surrounding the sUA in flight, are;
 - i. Used to identify any non-participating aircraft prior to their entry into the planned operational area.
 - ii. Physically located such that the remote PIC receives sufficient notice to ensure the UA remains well clear of all other aircraft.
 - iii. Physically located to notify the remote PIC of any moving vehicle or human presence that may pose a hazard to the operation
 - g. Individuals directly participating in the operation of the sUAS must be easily identifiable visually (e.g., apparel, safety vests)
 - h. Non-participant Company personnel inside the operational area are notified of sUA operations;
16. The Responsible Person must ensure:
 - a. A copy of the Waiver application and Waiver is available to the remote PIC and all other direct participants prior to and during sUAS operations that are the subject of this Waiver;
 - b. A copy of the current operations manual as submitted in the Waiver application is available to the remote PIC and all other direct participants prior to and during sUAS operations that are the subject of this Waiver;
 - c. All operations conducted under this Waiver follow the procedures outlined in the current operations manual. If a discrepancy exists between the provisions in this Waiver and the procedures outlined in the operations manual, the provisions of this Waiver take precedence and must be followed;
 - d. A documented notification from the operator(s) of the sUA to any airport, heliport, known

agricultural aerial application operation or aerial military installation within a 3 mile radius of the operating area;

- e. Each remote PIC who will conduct operations under this Waiver is trained in a manner that addresses the items listed in § 107.49(a) and in a manner that is consistent with how the sUAS will be operated under this Waiver. All training and demonstration for all remote PICs and VOs must be documented and made available upon request by the Administrator or an authorized representative. Training operations may only be conducted under the standard requirements of part 107 (without waiver).

The training must include:

- i. sUA limitations,
- ii. sUA programming,
- iii. sUA operational procedures,
- iv. Abnormal procedures,
- v. Air traffic avoidance procedures,
- vi. Crew Resource Management,
- vii. sUA flight training, and
- viii. Demonstration of sUA ground and flight skills;

- 17. Operations Manual: The Responsible Person must update or revise the operations manual (aka CONOPS) submitted with the Waiver application for changes in the operation. The Responsible Person must track such revisions and present revised documents to the Administrator or an authorized representative upon request. The Responsible Person must also present revised documents when applying for extension of or amendment to this Waiver. If any revision to the manual would be contrary to the information provided in the waiver application or obviate a condition or limitation of this waiver, then the Responsible Person must apply for an amendment to this Waiver;
- 18. Prior to operations under this Waiver, all Direct Participants must attend a safety briefing that addresses, at minimum, the following items as applicable:
 - a. Designated positions, physical locations, responsibilities, and Crew Resource Management,
 - b. Planned flight operating area,
 - c. Designated launch and recovery areas,
 - d. Verification of geo-fence boundaries,
 - e. Verification of return home and land flight profile, and course,
 - f. Procedures for avoidance of other aircraft and obstacles,
 - g. Procedures for operating under this waiver,
 - h. Land vehicle speed,
 - i. Intended flight path,
 - j. Abnormal procedures, and
 - k. Emergency procedures;
- 19. Communication between the remote PIC and VO must occur to facilitate, when necessary, the remote PIC taking action to maneuver the sUA with sufficient time to:
 - a. Give way to all other aircraft in accordance with § 107.37,
 - b. React to any unforeseen operational or mechanical failure without creating a hazard to other people other aircraft, or property in the event of a loss of control of the sUA; and
 - c. Maintain compliance with this Waiver and un-waived provisions of part 107;

20. Operations subject to this waiver must cease as soon as possible in a manner that does not jeopardize the safety of human beings, property or other aircraft, if, at any time:
 - a. Safety of human beings or property on the ground or in the air is in jeopardy,
 - b. Any failure to comply with the provisions of this Waiver exists,
 - c. Full-duplex communications cannot be maintained between the remote PIC and any VO participating in the operation,
 - d. A non-participating aircraft enters the designated flight operating area,
 - e. GPS signal is lost, or
 - f. GPS location information is degraded;
21. Flight operations recordkeeping requirements. Records shall be retained for a period of 90 days after the expiration date of the Waiver. The Responsible Person shall keep at its principal business office or at other places approved by the Administrator or authorized representative, and shall make available for inspection by the Administrator or an authorized representative the following:
 - a. For each sUA flight conducted under the terms of this waiver:
 - i. Date and location of operation
 - ii. Registration number of the sUA and serial number of installed parachute system,
 - iii. Number of flights,
 - iv. Make and model of the sUA,
 - v. Name and certificate number of the remote PIC,
 - vi. Name and certificate number (if applicable) of the Visual Observer, and vii. Duration of the sUA operation;
 - b. sUA equipment malfunctions. sUA equipment malfunctions include, but are not limited to, the following:
 - i. Onboard flight control system,
 - ii. Any portion of the navigation system to include GPS functionality,
 - iii. Power plant malfunction or failure,
 - iv. Battery malfunction or failure,
 - v. Electrical power system malfunction,
 - vi. Control station malfunction or failure, and vii. Loss of control link within the sUAS;

TECHNICAL PROVISIONS

22. Operations conducted under this Waiver may only occur with the make and model sUAS and parachute recovery system described in the waiver application. Proposed operations of any other manufacturer, make or model of sUAS will require a new waiver application or a request to amend this Waiver;
23. All sUAS operations conducted in accordance with this Waiver must comply with all manufacturer recommendations and limitations for the sUAS and the parachute recovery system;
24. Any modification to the sUAS design and parachute recovery system is prohibited; repair and replacement of damaged components is allowed with a replacement part that is exactly the same as the original; no substitutions are allowed unless the Responsible Person submits a new waiver request describing the substitution or modification;
25. The use of any technology or control system must ensure that precise control of all sUA is maintained throughout the operation and must ensure that an individual system failure does not interfere with the operation of other sUA or cause incidents, accidents, or loss of control involving other sUA in the swarm, as described in the waiver application;

26. For sUAS operations where GPS signal is necessary to safely operate the sUA, the remote PIC must immediately recover/land the sUA upon loss or degraded of GPS location information;
27. The sUA must be equipped with high visibility markings and/or anti-collision lighting to increase the conspicuity of the sUA to 1 statute mile for daytime operations and 3 statute miles for civil twilight and night operations;
28. The sUAS must be equipped with the flight termination system described in the waiver application. Prior to operations subject to this waiver, the flight termination system must be tested and verified to operate as described in the waiver application;
29. If deployed for any reason, prior to a flight conducted under the terms and conditions of this Waiver, the parachute must be repacked by the manufacturer or a designated representative;
30. ADS-B out (1090/978 MHz) may not be transmitted from the sUAS when operating pursuant to this Waiver. ADS-b in must be operational and monitored during all operations pursuant to this Waiver;
31. The Responsible Person must maintain each sUAS and its components in accordance with manufacturer's instructions and recommendations. sUAS maintenance includes scheduled and unscheduled overhaul, repair, inspection, modification, replacement, and system software upgrades of the sUAS and its components necessary for flight. A log of all maintenance performed must be kept for each aircraft operated under this waiver. This log must be available to the remote PIC for review prior to conducting operations that are the subject of this waiver. Each sUAS maintenance log must be presented to the Administrator when requested. The log must contain the following information for each maintenance activity:
 - a. A description (or reference data acceptable to the Administrator) of work performed,
 - b. The date of completion of the work performed,
 - c. The name of the person who performed the work, and
 - d. The signature of the person who performed the work;
32. Any sUAS that has undergone maintenance must undergo a functional test flight prior to conducting operations under this Waiver. A log entry must be made for each functional test flight. The log entry must contain at minimum the:
 - a. Calendar date,
 - b. sUA registration number,
 - c. Remote PIC who performed the functional test flight,
 - d. Duration of the flight, and
 - e. The result of the functional flight test;
33. A functional test flight may only be conducted under the standard requirements of part 107 (without waiver);
34. If communication between the VO and the remote PIC will occur by electronic device:
 - a. The device must be continuous full-duplex,
 - b. The remote PIC must be able to use the device hands-free, and
 - c. There must be a reliable back-up communication method;

35. The sUAS ground control station must display in real-time the sUA altitude, position, direction of flight, and sUA flight mode, and be configured to audibly or visually alert the remote PIC of degraded system performance and loss of Control link with the sUA. This information must be available at all times to the remote PIC; and
36. All emitters used in sUAS must be in compliance with all applicable FCC regulations and all provisions of the FCC authorization granted for the emitter. A FCC experimental authorization may not be used for sUAS operations under this Waiver; and

ENVIRONMENTAL PROVISIONS

37. Operations conducted under this Waiver are limited to the location(s) as described in waiver application.