

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VECTOR AIRPORT SYSTEMS, LLC &
LAKE HAVASU CITY

Agreement Name: *PLANEPASS® Automated Aircraft Fee Billing & Collections Solution*

This agreement ("AGREEMENT"), dated as of _____, _____ ("Execution Date"), is by and between the Lake Havasu City, Arizona, (hereinafter "CLIENT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"). The CLIENT shall be defined as the CLIENT airport(s) and their governing municipality.

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including PLANEPASS® aircraft operating fee billing & collection services, and
- II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for the performance of aircraft operating fee billing & collection services.
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement:

- 1.1. The term of this AGREEMENT shall commence as of the COMMENCEMENT DATE set forth below and shall continue thereafter for a period of five (5) years (the "Initial Term").
- 1.2. The COMMENCEMENT DATE is _____.

2. Termination

- 2.1. **Termination for Convenience:** Neither party may terminate this AGREEMENT for convenience without the consent of the other party for a period of one (1) year following the COMMENCEMENT DATE. After one (1) year from the COMMENCEMENT DATE has elapsed, either party may terminate this AGREEMENT for convenience by providing written notice to the contacts listed in Section 6 no less than sixty (60) calendar days prior to the requested termination date.

2.2. Termination for Cause: Notwithstanding any other provision of this AGREEMENT --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should CLIENT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- Second, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT

written notice of such termination, stating the reason for termination.

2.3. Termination for AGREEMENT Expiration: If either party wishes to terminate this AGREEMENT upon the expiration of the Initial Term or any Successive Term, that party shall notify the other party in writing of intent to terminate this AGREEMENT. Notice must be given 60 calendar days prior to the anniversary of the COMMENCEMENT DATE.

2.4. Delivery of Work Product and Final Payment Upon Termination: In the event of termination, CONTRACTOR, within 30 calendar days following the date of termination, shall deliver to CLIENT:

- **For PLANEPASS®:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT.

2.5. Payment Upon Termination: Upon termination of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services performed and unpaid prior to the effective date of termination. Payment shall be made by CLIENT within 30 calendar days of a written invoice from CONTRACTOR.

3. Scope of Work

3.1. CONTRACTOR's Specified Work: CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.

3.2. Modification of Services: Any product or service contracted herein may be modified from time to time at CONTRACTOR's sole discretion; provided, however, that any such modification shall not (a) have a material adverse effect on CONTRACTOR's provision of the Product and Service or CLIENT's use and enjoyment of the CONTRACTOR's Products and Services or (b) result in any additional fees payable by CLIENT under the AGREEMENT during the applicable term during which such modifications are implemented.

3.3. Cooperation with CLIENT: CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the performance of the Scope of Work hereunder.

3.4. Cooperation by CLIENT: CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.

3.5. Performance Standard: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. Compensable Products and Services: CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT and as defined in EXHIBIT A.

5. Insurance: With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. CLIENT in no way warrants that these minimum limits are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the services under this Agreement, and CONTRACTOR is free to purchase additional insurance.

Type of Coverage	Policy Limits
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Workers' Compensation	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Professional Liability	\$2,000,000
Cybersecurity Liability	\$1,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

CONTRACTOR shall name CLIENT as additional insured on the General Liability policy as follows: ***Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR.***

- 6. Notice:** All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

- 6.1.** All notices, demands, requests or approvals from CONTRACTOR to CLIENT shall be addressed to:

Lake Havasu City Municipal Airport Manager
5600 N. highway 95, #1
Lake Havasu City, AZ 86404

With copy to:

Lake Havasu City Attorney
2330 McCulloch Blvd, N.
Lake Havasu City, AZ 86403

- 6.2.** All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive
Herndon, VA 20170

- 7. Independent Parties:** The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
- 8. Integrated Contract:** This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.
- 9. Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.

- 10. Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 11. Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.
- 12. Indemnification:** CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT. This Indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law or arising out of the failure of CONTRACTOR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. CONTRACTOR agrees it will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.
- CLIENT to CONTRACTOR: To the extent allowed by the laws of the state of Arizona the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits arising out of, because of or due to intentional or negligent acts or omissions of the CLIENT, its agents, or employees; CLIENT shall be responsible for any and all liabilities arising out of or related to any acts committed by CONTRACTOR at CLIENT's direction. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the CLIENT.
- 13. No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.
- 14. Limitation of Liability:** CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00).
- 15. Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but are not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.
- 16. Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.
- 17. Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the state of Arizona. The courts of Arizona shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the CLIENT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation

before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

- 18. Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an “Unavoidable Delay”). This Section shall not be applicable to the CONTRACTOR’s obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.
- 19. Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.
- 20. Forced Labor of Ethnic Uyghurs Certification:** CONTRACTOR certifies that it does not currently, and agrees for the duration of the AGREEMENT that it will not, use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If CONTRACTOR becomes aware it is not in compliance with this certification, it shall notify the CLIENT within five business days after becoming aware. This AGREEMENT will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)
- 21. No Boycott of Israel Certification:** If applicable, CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this AGREEMENT that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.
- 22. Conflict of Interest Notice:** This AGREEMENT may be cancelled in accordance with Arizona Revised Statutes (“ARS”) § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

VECTOR: Vector Airport Systems, LLC

By: _____

Title: _____

Name: _____

Date: _____

CLIENT: Lake Havasu City, Arizona

By: _____

Title: _____

Name: _____

Date: _____

EXHIBIT A – Scope of Work (“WORK”)

1. CONTRACTOR shall:

- 1.1. Provide *PLANEPASS*® billing & collection service as defined in this EXHIBIT A, to the airports and for the fee types designated by the CLIENT.
- 1.2. Provide project management for each of the *PLANEPASS*® service components listed below, through and including procurement, training and service execution.
 - 1.2.1. Utilize *PLANEPASS*® service and billing engine to identify billable aircraft operations as defined by the CLIENT, and track exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
 - 1.2.2. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight (if applicable), will be removed from the billable aircraft activities to be invoiced.
 - 1.2.3. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT’s existing billing rates and policies.
 - 1.2.4. Provide secure online payment portal where aircraft operators can login to their account(s) to check billing status, review invoices, and submit payments online.
 - 1.2.5. Provide aircraft operators the option to receive electronic invoices. All other invoices will be printed and mailed to aircraft operators by CONTRACTOR.
 - 1.2.6. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.2.7. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program, such as Microsoft Excel.
 - 1.2.8. Provide collection system that automatically credits accounts for certain payments received, calculates account balances, and tracks accounts receivable balances.
 - 1.2.9. Process payments through a secure bank lockbox service with proper and auditable cash controls.
 - 1.2.10. At the close of the month, provide a Collection Report and electronically transfer the “balance of collections” to CLIENT.
 - 1.2.10.1. The “balance of collections” is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the *PLANEPASS*® Billing & Collection Service fee, stated below.
 - 1.2.10.2. The transfer of the “balance of collections” and CONTRACTOR’s fee will occur monthly by the 10th business day.
 - 1.2.11. Provide ongoing CLIENT and user support.
 - 1.2.12. As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. CONTRACTOR may have a transponder receiver installed at the CLIENT’s location at CONTRACTOR’s discretion. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.
- 1.3. **Service Wind-Down Period:** Should the AGREEMENT be terminated for any reason, the following Service Wind-Down Period and provisions shall apply:

- 1.3.1.** CONTRACTOR will remit to CLIENT all aircraft operating fees collected through the effective date of termination, less CONTRACTOR's Billing and Collection Fees specified herein.
- 1.3.2.** CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced. The period shall ideally be a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices generated by CONTRACTOR. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct billing issues discovered through the customer service process.
- 1.3.3.** CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for four calendar month periods (the "Service Wind-Down Period") after the AGREEMENT termination effective date. The Service Wind-Down Period maximizes collections for previously invoiced periods. CONTRACTOR's ongoing fee for PLANEPASS® Billing & Collection service stated herein will apply to amounts collected during the Service Wind-Down Period.
- 1.3.4.** After the Service Wind-Down Period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. As some aircraft operators may not comply with CONTRACTOR's instructions to pay CLIENT directly after Service Wind-Down Period has ended, CONTRACTOR will continue to passively allow payments to be made to its bank lockbox account and will continue to report and remit these payments to the CLIENT on a monthly basis. CONTRACTOR's service fee shall not apply to amounts collected after the Service Wind-Down Period.

2. CONTRACTOR's Compensation:

- 2.1. PLANEPASS® Billing and Collection Service:** CONTRACTOR's ongoing service fee for managing the billing and collection process is a percentage of all amounts collected under terms of this AGREEMENT, as specified in the table below.

<u>Airport</u>	<u>Fee Type</u>	<u>CONTRACTOR'S Fee as a % of amounts collected</u>
KHII	Federal Aviation Regulations ("FAR") Part 91 Landing Fees	19%
KHII	Federal Aviation Regulations ("FAR") Part 135 Landing Fees	19%
KHII	Federal Aviation Regulations ("FAR") Part 121 Landing Fees	19%

- 2.1.1.** CONTRACTOR'S service fee is retained by CONTRACTOR from collection proceeds on behalf of CLIENT and paid to CONTRACTOR at the time of transfer of the "balance of collections" to CLIENT.
- 2.1.2.** To modify the fee types billed under this AGREEMENT, CLIENT must complete and submit a Change Order, provided in EXHIBIT D, to CONTRACTOR. This request must be made by an authorized representative of the CLIENT.
- 2.1.2.1.** CONTRACTOR must agree that other fees implemented do not materially change the Scope of Work required to provide PLANEPASS® service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order.
- 2.1.2.2.** Any fee adjustments that represent a material changes to Scope of Work may require renegotiation and an amendment to the CONTRACTOR'S fee as outlined above in this EXHIBIT A of this AGREEMENT.

3. CLIENT shall:

3.1. CLIENT Obligations:

3.1.1. CLIENT Obligations – General: CLIENT shall be obligated to use its best efforts to perform or provide the following:

3.1.1.1. Provide Information: CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT’s possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

3.1.1.2. Point of Contact: CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.

3.1.1.3. Timely Response: CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.

3.1.2. CLIENT Obligations – *PLANEPASS*®

3.1.2.1. Financial Point of Contact: CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*® financial reports and interfacing with CONTRACTOR’s *PLANEPASS*® team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

3.1.2.2. Exemption List: CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the “exemption list”) from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com CLIENT shall not bill “exempt” aircraft included on the exemption list for fee types managed by CONTRACTOR. “Exempt” is understood to mean not billed by any party.

3.1.2.3. Payments Received by CLIENT: CLIENT shall not accept payments for fees for aircraft operations eligible to be invoiced by CONTRACTOR or fees previously invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an aircraft operation eligible to be invoiced by CONTRACTOR or an invoice generated by CONTRACTOR, CLIENT will inform CONTRACTOR via email to billing@vector-us.com. CLIENT will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant monthly Collection Report and is subject to CONTRACTOR’s service fee.

3.1.2.4. Fee Types Managed by CONTRACTOR: The specific aircraft operating fee types placed under CONTRACTOR’s management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR’s fee for professional services. If during the Initial Term or Successive Term CLIENT wishes to remove a fee type from CONTRACTOR’s management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR’s service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 calendar days’ notice.

3.1.2.5. OPTION 1: Parking Data: For the purposes of billing, CLIENT shall provide CONTRACTOR parking data in a spreadsheet format defined by CONTRACTOR. The spreadsheet format is subject to change at CONTRACTOR’s discretion with thirty (30) calendar days’ notice. The Parking Data shall be provided monthly via email to datainput@vector-us.com.

3.1.2.6. OPTION 2: Automated Parking Data: For the purposes of billing, CLIENT acknowledges that CONTRACTOR will utilize an automated system to collect and process parking data. Should CLIENT make any changes to the way in which parking fees are billed that necessitates a revision in the data collection process, CLIENT may be required to provide parking data in a spreadsheet format as defined by CONTRACTOR. In such instances, CONTRACTOR will provide CLIENT with the required spreadsheet format, which is subject to change at CONTRACTOR's discretion with thirty (30) calendar days' notice. The parking data, if required, shall be provided monthly via email to datainput@vector-us.com.

3.1.2.7. Airport Policy: CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

3.1.2.8. Fee Changes: All fee changes, including but not limited to rates and billing rules, must be submitted via a Change Order, provided in EXHIBIT D, to officemanager@vector-us.com at least forty-five (45) calendar days prior to implementation. The Change Order will undergo review for approval and must be executed by an authorized representative of CONTRACTOR before any fee changes are considered accepted and can be implemented.

3.1.2.9. Authorization to Bill & Authorization to Collect Documentation: CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

3.1.2.9.1. No later than thirty (30) calendar days following the COMMENCEMENT DATE, CLIENT will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

3.1.2.9.2. No later than thirty (30) calendar days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

*The portal login is based on Vector invoice number and Vector operator ID

3.1.2.10. Additional Documentation: CLIENT shall execute and deliver any other agreements, amendments, change orders, letters or other applicable documentation that CONTRACTOR deems

necessary in order for CONTRACTOR to provide the Products and Services requested by CLIENT from time to time.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear {AIRPORT NAME} Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} ({AIRPORT CODE}). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for {AIRPORT CODE} are currently charged using the time of departure/arrival (choose one). Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planePASS.com>.

- **Vector’s self-service web portal* allows aircraft operators to:**

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,


JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear {AIRPORT NAME} Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of {AIRPORT NAME} ({AIRPORT CODE}). Vector is authorized to collect balances due on the Airport’s behalf.

{AIRPORT NAME} ({AIRPORT CODE}) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. How To Pay: Vector offers multiple payment methods:

For check or EFT payments, please use the following information:

Account Name:	PLANEPASS® - US Airports
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code:	

- For credit card payments, please visit Vector’s PLANEPASS® Payment Portal: <https://payment.planepass.com>

II. Billing Concerns & Account Management with Activity Details:

Vector’s PLANEPASS® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*The portal login is based on your Vector invoice number and Vector operator ID.

III. **Landing fees:** Landing fees for Airport {AIRPORT CODE} are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport’s Administration Office staff at [insert email] and [phone number]. You may contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

Sincerely,


JOHN MARK
CEO

[insert personalized signature – this should be your unique personalized signature like this one:]

EXHIBIT D – CHANGE ORDER

REQUESTED BY (CLIENT):

Client Name: _____

Address: _____

Requestor Name: _____

Requestor Phone: _____

Requestor Email: _____

Change Order No. _____

Date of Request: _____

CONTRACTOR:

Contractor Name: Vector Airport Systems, LLC.

Address: 280 Sunset Park Dr

Herndon, VA 20170

Contractor Phone: (703) 817-7777

Contractor Email: officemanager@vector-us.com

Description of Change	Reason For Change	Requested Effective Date

APPROVED BY:

THIS CHANGE ORDER IS NOT CONSIDERED ACCEPTED OR EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH THE REQUESTOR AND CONTRACTOR BELOW.

Change Orders must be submitted to officemanager@vector-us.com at least forty-five (45) calendar days prior to requested effective date.

AUTHORIZED REQUESTOR NAME

AUTHORIZED CONTRACTOR NAME

AUTHORIZED REQUESTOR SIGNATURE

AUTHORIZED CONTRACTOR SIGNATURE

DATE OF ACCEPTANCE

DATE OF ACCEPTANCE