

**SECOND AMENDMENT  
TO  
MANAGEMENT AND OPERATING AGREEMENT**

**THIS SECOND AMENDMENT TO MANAGEMENT AND OPERATING AGREEMENT**, hereinafter referred to as the “Second Amendment,” is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, (the “Effective Date”), by and between the **TOWN OF ERIE, COLORADO, a Colorado municipal corporation**, (“Town”), whose address is P.O. Box 750, Erie, Colorado 80516, and **VECTOR AIR MANAGEMENT, LLC, a Colorado limited liability company**, (“Operator”), whose address is 395 Airport Drive, Erie, Colorado 80516.

**WHEREAS**, Town and Operator entered into a Management and Operating Agreement, effective July 1, 2011, hereinafter referred to as the “Original Agreement;”

**WHEREAS**, Town and Operator entered into a First Amendment to Management and Operating Agreement, effective December 13, 2011, hereinafter referred to as the “First Amendment.” The Original Agreement and the First Amendment are herein together referred to as the “Amended Agreement;”

**WHEREAS**, Town and Operator desire to amend certain provisions of the Amended Agreement by extending the Term for one (1) additional year, increasing the Operator Payments and terminating the Option to Renew; and,

**WHEREAS**, Town and Operator desire to enter into this Second Amendment in order to set forth herein below the terms of the amendment to the Amended Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements hereinafter contained, and those contained within the Amended Agreement, the parties hereto agree as follows:

1. Terms and words used herein shall have the same definition and meaning as those terms and words set forth and defined in the Amended Agreement unless specifically stated otherwise herein.
2. Section 2, “Term,” of the Amended Agreement shall be deleted in its entirety, and replaced with a new Section 2 to read as follows:

**2.0 TERM**

- 2.1 Term. The term of this Operating Agreement ("Term") shall be for a period of one (1) year. The Term shall commence on January 1, 2017 ("Agreement Commencement Date"). The Operating Agreement shall expire on December 31, 2017 ("Agreement Expiration Date"), unless sooner terminated pursuant to the terms of this Operating Agreement.

2.2 Holdover. Upon expiration or sooner termination of this Operating Agreement, Operator shall surrender the Airport Movement Areas and Airfield Improvements to Town in as good, safe, and clean condition as practicable, reasonable wear and tear and acts of God excepted. The Operating Agreement shall terminate without further notice at the expiration of the Term. Any holding over by Operator after expiration shall not constitute a renewal or extension, or give Operator any rights in or to the Airport Movement Areas, except as expressly provided in this Operating Agreement.

3. Paragraphs 4.2.1, “Fuel Flowage Fee,” and 4.2.2, “Monthly Fee,” of the Amended Agreement shall be deleted in their entirety, and replaced with new Paragraphs 4.2.1 and 4.2.2 to read as follows:

4.2.1 Fuel Flowage Fee. Operator shall pay monthly to Town a fuel flowage fee per gallon of fuel for all gallons sold by Operator at the Airport. The Fuel Flowage Fee for the Term shall be seven cents (\$0.07) per sold gallon of fuel.

4.2.2 Monthly Fee. Operator shall pay to Town a monthly fee of three thousand three hundred and 33/100s dollars (\$3,333.33) during the Term of the Operating Agreement (“Monthly Fee”). Said Monthly Fee shall be paid on the first day of each and every month during the Term of the Operating Agreement, and shall be payable to Town at the address as set forth in the Notice provision in Paragraph 18.1.1.

4. Section 22, “Option to Renew,” of the Amended Agreement shall be deleted in its entirety. There shall be no Option to Renew.

5. In the event of any conflict, inconsistency or incongruity between the provisions of this Second Amendment and any of the provisions of the Amended Agreement, the provisions of this Second Amendment shall in all respects govern and control.

6. Except as specifically amended herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment on the day and year first above written.

**TOWN:**  
**TOWN OF ERIE, COLORADO,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Nancy Parker, Town Clerk

**OPERATOR:**  
**VECTOR AIR MANAGEMENT, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Jason Hurd, Manager and Member

10/27/16