

**THIRD AMENDMENT TO THE
TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT**

THIS THIRD AMENDMENT TO THE TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT (this "Third Amendment") is made as of _____, 2021 ("Execution Date") between the CITY OF LOS ANGELES, acting by and through the Board of Airport Commissioners of its Department of Airports, as landlord and licensor (the "Landlord"), and AMERICAN AIRLINES, INC., as tenant and licensee (the "Tenant") and shall be effective on the last day of the month following Los Angeles City Council approval of this Third Amendment.

RECITALS

WHEREAS, the Tenant and the Landlord entered into that certain Terminal Facilities Lease and License Agreement dated August 15, 2018 (LAA-9037)(the "AA Lease"); and

WHEREAS, the Tenant and the Landlord entered into that certain letter amendment dated April 22, 2020 regarding rent and fee deferrals (LAA-9037A)(the "First Amendment"); and

WHEREAS, the Tenant and the Landlord entered into the Second Amendment to the Terminal Facilities Lease and License Agreement dated November 4, 2020 (LAA-9037B)(the "Second Amendment," and together with the First Amendment and the AA Lease, the "Amended AA Lease"); and

WHEREAS, the Tenant and the Landlord wish to amend the Maximum Acquisition Amount (as defined in the Amended AA Lease);

NOW, THEREFORE, in consideration of the mutual agreements contained in this Third Amendment, the Landlord and the Tenant agree with each other as follows (certain terms used in this Third Amendment and not defined elsewhere in the text of this Third Amendment, are used with the meanings specified in the Amended AA Lease):

AGREEMENT

1. The phrase "One Billion Six Hundred Fifteen Million Dollars (\$1,615,000,000)" in the definition of "Maximum Acquisition Amount" in Section 25 of the Amended AA Lease shall be replaced with the phrase "One Billion Six Hundred Thirteen Million Four Hundred Thousand Dollars (\$1,613,400,000).

2. Miscellaneous.

2.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Third Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Amended AA Lease and except as expressly amended herein, all of the terms, covenants and conditions of the Amended AA Lease shall remain in full force and effect.

10.2. This Third Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

10.3. This Third Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Third Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this amendment had been delivered that had been signed using a handwritten signature. All parties to this Third Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Third Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Third Amendment based on the foregoing forms of signature. If this Third Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[signature page follows]

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Third Amendment as of the day and year first above written.

APPROVED AS TO FORM:

Michael N. Feuer,
City Attorney

Date: _____

By: Tamami Yamaguchi
Tamami Yamaguchi (Jul 14, 2021 12:09 PDT)
Deputy/Assistant City Attorney

LANDLORD:

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Department of Airports

ATTEST:

By: Venetta Jean-Louis
Name: Venetta Jean-Louis
Title: Staff Assistant

TENANT:

AMERICAN AIRLINES, INC.

By: Lenore Diamond
Name: Lenore Diamond
Title: Managing Director of Airport Affairs