

**FOURTH AMENDMENT TO
LEASE OF AIRPORT PREMISES
BETWEEN
THE CITY OF SAN JOSE
AND
AMERICAN AIRLINES, INC.**

This FOURTH AMENDMENT TO LEASE OF AIRPORT PREMISES is entered into this 16th day of February, 2022, by the CITY OF SAN JOSE, a municipal corporation of the State of California (“City”), and AMERICAN AIRLINES, INC., a Delaware corporation authorized to do business in California (“Tenant”).

RECITALS

WHEREAS, on November 21, 2011, City and Tenant entered into a lease entitled “LEASE OF AIRPORT PREMISES BETWEEN THE CITY OF SAN JOSE AND AMERICAN AIRLINES, INC.” (“Lease”); and

WHEREAS, on July 16, 2012, City and Tenant entered into a First Amendment to extend the term to provide for Airline’s assumption of the Lease; and

WHEREAS, on June 30, 2017, City and Tenant entered into a Second Amendment to extend the term through June 30, 2019, and to add provisions as required under federal law and regulations; and

WHEREAS, on July 16, 2019, City and Tenant entered into a Third Amendment to extend the term through June 30, 2021, and to add provisions as required under federal law and regulations; and

WHEREAS, City and Tenant desire to retroactively amend the amended Lease to extend the term through June 30, 2023, to add miscellaneous provisions, and add provisions as required under California law and regulations;

NOW, THEREFORE, retroactive effective July 1, 2021, the parties agree to further amend the amended Lease as follows:

SECTION 1. SECTION 1, “DEFINITIONS AND SUMMARY OF LEASE TERMS”, is hereby amended to revise the following definition:

“**“Expiration Date”** (**\$2 TERM**) means the date June 30, 2023, subject to earlier termination as provided in this Lease.”

SECTION 2. SECTION 7 “IMPROVEMENTS”, is hereby modified to add a new subsection 7.4 entitled “Asbestos Notification for Property Constructed before 1979,” to read as follows:

“7.4 Asbestos Notification For Property Constructed Before 1979. Tenant acknowledges that City has advised Tenant that the Premises contains or, because of its age, is likely to contain asbestos-containing materials (ACMs). If Tenant undertakes any alterations, additions, or improvements to the Premises, as permitted by **Section 7**, Tenant shall, in addition to complying with the requirements of **Section 7**, undertake the alterations, additions, or improvements in a manner that avoids disturbing any ACMs present in the Premises. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Environmental Laws, including giving all notices required by California Health and Safety Code §§25915-25919.7.”

SECTION 3. SECTION 34, “AMERICANS WITH DISABILITIES ACT” is hereby modified to add a new subsection 34.2 entitled “Disability Access Disclosure,” to read as follows:

“34.2 Disability Access Disclosure

Pursuant to California Civil Code Section 1938, City states that, as of the Effective Date of this Fourth Amendment, the Premises has not undergone inspection by a Certified Access Specialist to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code section 55.53. A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the City may not prohibit the Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. The parties mutually agree that Tenant shall be responsible for the payment of any fees for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

SECTION 4. SECTION 36, “MISCELLANEOUS,” subsection 36.5 entitled “Force Majeure”, is hereby restated in its entirety to read as follows:

“36.5 Force Majeure.

If performance by a party of any portion of this Lease Agreement is made impossible by any prevention, delay, or stoppage caused by: strikes; trade embargoes or sanctions; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions or inactions; civil commotions; terrorism; riots; war; enemy or hostile governmental action; judicial orders; fire or other casualty; delay, failure, or interruption of any utility service; or other causes beyond the reasonable control of the party obligated to perform, any such performance made impossible for a period equal to the period of that prevention, delay or stoppage shall not constitute a default under this Lease. However, Tenant’s obligation to pay Rent or any other fees and charges payable pursuant to this Lease is not excused by this Section.”

SECTION 5. SECTION 36, “MISCELLANEOUS,” subsection 36.19 entitled “Counterparts” is hereby added to read as follows:

“36.19 Counterparts

This Lease may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.”

SECTION 6. SECTION 36, “MISCELLANEOUS,” subsection 36.20 entitled “Use of Electronic Signatures” is hereby added to read as follows:

“36.20 Use of Electronic Signatures

Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.”

SECTION 7. All of the terms and conditions of the amended Lease not modified by this Fourth Amendment shall remain in full force and effect.

[remainder of page intentionally left blank]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

Attorney
Jon Calegari




Email: jon.calegari@sanjoseca.gov

JON CALEGARI
Deputy City Attorney

CITY OF SAN JOSE, a municipal

of California



Email: john.aitken@sanjoseca.gov

JOHN AITKEN, A.A.E.
Director of Aviation

Date: _____

“TENANT”

AMERICAN AIRLINES, INC.,
a Delaware corporation authorized to do

business in California



Email: lenore.diamond@aa.com

Signature

CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of the corporation.

I, Caroline Ray certify that I
Name of Secretary or Assistant Secretary

am the Secretary or Assistant Secretary of the corporation named in the

attached agreement; that , Lenore Diamond
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the Managing Director
Title of Person that Signed the Agreement

of the corporation; and that the agreement was duly signed for and on behalf of

the corporation by authority of its Board of Directors, and is within the scope of its

corporate powers.

Caroline B. Ray

Email: caroline.ray@aa.com

Signature of Secretary or Assistant Secretary

Corporate Seal