

**FIRST AMENDMENT TO  
AIRLINE-AIRPORT LEASE AND OPERATING AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
ALL NIPPON AIRWAYS CO., LTD.**

This FIRST AMENDMENT TO AIRLINE-AIRPORT LEASE AND OPERATING AGREEMENT is entered into this 15th day of November, 2021, by the CITY OF SAN JOSE, a municipal corporation of the State of California (“City”), and ALL NIPPON AIRWAYS CO., LTD., a corporation organized and existing under the laws of Japan (“Airline”).

**RECITALS**

**WHEREAS**, on June 20, 2019, City and Airline entered into an agreement entitled “Airline-Airport Lease and Operating Agreement” (“Agreement”); and

**WHEREAS**, the Agreement terminates on June 30, 2029 (“Termination Date”), unless canceled sooner as provided in the Agreement; and

**WHEREAS**, Airline and City desire to cancel the Agreement prior to the Termination Date so that Airline can continue operating at the Airport as a Non-Signatory Airline (as defined in the Agreement), subject to the conditions set forth herein; and

**WHEREAS**, Airline ceased operating at the airport on March 23, 2020 as a result of the covid-19 pandemic; and

**WHEREAS**, concurrent upon the Agreement’s early cancellation, City and Airline will enter into a separate “Airline-Airport Non-Signatory Operating Agreement;

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**SECTION 1.** Section 3.01 of the Agreement (Termination Date) is amended to read as follows:

This Agreement shall commence on the effective date and shall terminate at midnight on March 31, 2021.

**SECTION 2.** In consideration for cancelling the Agreement early, Airline shall pay City FOUR HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS AND NO CENTS (\$458,197.00), which amount represents all rents, fees and charges owed by Airline to City through July 31, 2021. If Airline resumes service at the Airport prior to July 1, 2022, City shall refund Airline TWO HUNDRED FOURTY-ONE THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS AND NO CENTS (\$241,131.00).

**SECTION 3.** All of the terms and conditions of the Agreement not modified by this First 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”

CITY OF SAN JOSE, a municipal  
corporation of the State of California

APPROVED AS TO FORM:

Attorney  
Jon Calegari  
Deputy City Attorney IV U  
jon.calegari@sanjoseca.gov  
  
Jon Calegari (11/12/2021)  
Email: jon.calegari@sanjoseca.gov

  
Sarah Zarate (11/15/2021)  
Email: sarah.zarate@sanjoseca.gov

SARAH ZARATE  
Director

JON CALEGARI  
Deputy City Attorney

“AIRLINE”

ALL NIPPON AIRWAYS CO., LTD.,  
a corporation organized and existing under  
the laws of Japan

  
f.hirose@fly-ana.com (11/10/2021)  
Email: f.hirose@fly-ana.com

Signature

## CORPORATE SECRETARY CERTIFICATE

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

I, Yohei Tomisaki certify that I  
Name of Secretary or Assistant Secretary

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

attached agreement; that Fumiyasu Hirose  
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the VP & GM  
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.

*× Yohei Tomisaki*  
y.tomisaki@fly-ana.com (11/10/2021)  
Email: y.tomisaki@fly-ana.com

\_\_\_\_\_  
Signature of Secretary or Assistant Secretary

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Corporate Seal