

STATE OF TEXAS

COUNTY OF BELL

ADDENDUM NO. 8

The City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and American Airlines, Inc., hereinafter referred to as "Tenant", hereby agree that the terms and conditions of the Lease Agreement dated September 12, 2012 between the City of Killeen and American Airlines, Inc., and amended with Addendum No. 1 dated September 10, 2013, Addendum No. 2 dated August 26, 2014, Addendum No. 3 dated September 27, 2016, Addendum No. 4 dated September 26, 2018, Addendum No. 5 dated June 8, 2020, Addendum No. 6 dated July 27, 2021, and Addendum No. 7 dated February 9, 2022, will remain in full force and effect, with the exception of the changes made and incorporated in Addendum No. 8 herein.

ARTICLE IV
Obligations of the Tenant

1.-16. No change

17. In the event that Tenant hires a third-party contractor to construct, alter, or repair an improvement to the Leased Premises, Tenant hereby agrees to:

- A. Include a condition in the contract that requires the contractor to execute (i) a payment bond that conforms to Subchapter I, Chapter 53 of the Texas Property Code; and (ii) a performance bond in an amount equal to the contract; and
- B. Provide the Airport at least ninety (90) days' advance notice before the commencement of the construction, alteration, or repair, that conforms with Section 2252.909(c) of the Texas Government Code.

ARTICLE V
Terms of Agreement

1. The Airport hereby grants unto the said Tenant, for a period of five years, beginning October 1, 2023 and ending September 30, 2028, the right to conduct air carrier services, as previously described, at the Killeen Regional Airport.

2. If Tenant is not in default of the terms hereunder, Tenant will have the option to enter into a new one (1) year lease agreement under the terms and fees as set by the City Council of the City of Killeen, providing it gives notice of its option at least sixty (60) days prior to the termination date hereof, and receives prior written consent of the Executive Director of Aviation.

3. No change

4. No change

ARTICLE VI
Rentals, Fees, and Accounting Records

1. For the first year of this addendum, Tenant shall pay to the Airport \$4,137.56 per month for Basic Rents and Fees as described in Exhibit "E". Basic Rents and Fees include leased premises rentals, minimum passenger screening/departure area rent, minimum baggage claim area rent, and public address system use fee. For this five (5) year Lease Agreement, there will not be an increase for the first year. An increase of 1.5% per year, for years 2-5, will be applied as follows:

October 1, 2023 - September 30, 2024 – \$4,137.56 per month

October 1, 2024 - September 30, 2025 – 1.5% increase ($\$62.06 + \$4,137.56 = \$4,199.62/\text{month}$)

October 1, 2025 - September 30, 2026 – 1.5% increase ($\$62.99 + \$4,199.62 = \$4,262.61/\text{month}$)

October 1, 2026 - September 30, 2027 – 1.5% increase ($\$63.94 + \$4,262.61 = \$4,326.55/\text{month}$)

October 1, 2027 - September 30, 2028 – 1.5% increase ($\$64.90 + \$4,326.55 = \$4,391.45/\text{month}$)

2. Tenant shall pay the Airport landing fees, the amounts of passenger screening/departure area rent and baggage area rent over the minimum amounts, credential charges, telephone fees if applicable, and other sundry charges described in Exhibit "E" to the Airport no later than thirty (30) days after the invoice for that period is provided to the tenant. For purposes of this provision, Tenant may designate either it's local represented or a corporate office to receive the official copy of this invoice.

3. A late fee of one and a half percent (1.5%) of the total amount due will be assessed to the Tenant if payments prescribed in Paragraph 1 or 2 above are not received in the administrative offices of the Executive Director of Aviation by the dates prescribed therein. An additional one and a half percent (1.5%) of the outstanding amount will be assessed each month that all or a portion of the Tenant's obligations remain unpaid. Obligations unpaid more than sixty days after the prescribed due dates will be cause for considering the payment(s) in default of the lease agreement.

4. No change

5. No change

ARTICLE XI
General Provisions

1. No change

2. No change

3. No change

4. No change

5. No change

6. No change
7. No change
8. No change
9. No change
10. No change
11. No change
12. Deleted

13. OTHER TERMINATION RIGHTS OF THE PARTIES

- A. Notwithstanding anything to the contrary contained herein, this Agreement may also be terminated:
 - (1) At any time upon mutual agreement of the parties hereto; or
 - (2) By either party, without cause or penalty, upon not less than ninety (90) days' prior written notice to the other party. The effective date of such termination shall be as stated in such notice of termination, but in no event earlier than ninety (90) days following such written notice.
- B. Notwithstanding, anything to be the contrary contained herein, in the event that Airline shall, by agreement, terminate its services as an interline carrier, or shall be terminated as an interline carrier by its marketing airline partner, then Airline or City may terminate this Agreement on not less than ninety (90) days' notice to the other party without any further liability or obligation by reason of such termination.

EXHIBIT "E"
Rents and Fees Schedule

Replace Exhibit "E" (Addendum No. 7) with new Exhibit "E" (Addendum No. 8)

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this _____ day of _____, 20____.

ATTEST:

CITY OF KILLEEN:

Laura Calcote
City Secretary

Kent Cagle
City Manager

ATTEST:

AMERICAN AIRLINES, INC.

Pamela Putrino
Pamela Putrino
Admin Assistant

Reshma Soni

Reshma Soni
MD Airport Affairs and Properties

**City of Killeen and American Airlines, Inc.
Rents and Fees Schedule**

BASIC RENT and FEES

Rooms C112, C113, and C114 (office space, ticketing area, outbound baggage room, and rest room)
1,173 sq. ft. @ \$2.14 per sq. ft. per month **\$2,510.22**

Room A122 (storage room)
81 sq. ft. @ \$2.14 per sq. ft. per month **\$173.34**

Passenger screening / hold area **\$1.02 per enplaned passenger,
minimum \$1,224.00 per month**

Baggage Claim Area **\$0.15 per deplaned passenger
minimum \$180.00 per month**

Public Address System use fee **\$50.00 per month**

TOTAL MINIMUM RENT AND FEES \$4,137.56 per month

USER FEES

Landing Fees **\$0.84 per 1,000 lbs.
(FAA certified maximum landing weight)**

SUNDRY CHARGES

Additional concurrent gate/boarding bridge use **\$50.00 per use plus \$50 per day after 12 hours**
(Basic rents include use of one gate/boarding bridge)

Employee credentials* **\$ 7.00 per month per employee**

Replacement of lost credentials or keys* **\$50.00 each**

Hourly overtime rate **\$55.00 per hour**
(To keep terminal building open beyond
published hours)

External Antenna or Dish **\$33.00 per month**

Flexible use equipment* **\$ 5.00 per scheduled departing flight**
(Includes 2 ATO groups and 1 gate group**) **\$ 5.00 per unscheduled departing flight**

Telephone Service*	
Local Service	\$23.50 per line per month***
Voice mail	\$ 4.25 per line per month
Phone rental	\$ 6.00 per phone per month
Maintenance fee	\$15.50 per line per month

Internet access via T-1* **\$64.00 per connection per month***

* Subject to annual review
** Group includes 2 computers and associated printers
*** Plus applicable federal / state taxes and surcharges

EXHIBIT "E" (Addendum No. 8)