

STATE OF TEXAS

COUNTY OF BELL

ADDENDUM NO. 4

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, and Addendum No. 3 dated September 27, 2016 will remain in full force and effect, with the exception of the changes made and incorporated in Addendum No. 4 herein.

ARTICLE I
Description of Leased Premises

The Airport, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease and let unto Tenant the following described property, hereinafter referred to as "Leased Premises", located in the Ted C. Connell Terminal Building at the Killeen-Fort Hood Regional Airport, 8101 S. Clear Creek Rd, Killeen, Texas 76549:

1. No change
2. Joint-use of the airport passenger screening and passenger hold room areas is depicted in Exhibit "C". These areas are for use by all air carriers using the terminal building. The Tenant will be allocated the use of one gate with a double position ticket podium configured with two groups of flexible-use passenger processing equipment. Tenant will also have the use of the associated passenger boarding bridge for the allocated gate. Said gate and associated equipment will be assigned for various periods of time and may be rotated based upon passenger boarding bridge / flexible-use equipment availability and other requirements of the Airport. These areas will be furnished and maintained by the Airport. Additional gates and associated equipment for concurrent use by the Tenant will be made available on a space available basis at an additional charge. The Airport retains all rights for the utilization of floor and wall space within these areas for appropriate art displays or advertisement, as it deems fit. The Tenant may coordinate with the Airport's advertisement concession, as appropriate, for advertising/promotional material in the departure areas. City will not install any advertising on Airline's ticket counter backwall or holdroom gate podium backwall.
3. No change
4. No change

ARTICLE V
Terms of Agreement

1. The Airport hereby grants unto the said Tenant, for a period of one year, beginning October 1, 2018 and ending September 30, 2019, the right to conduct air carrier services, as previously described, at the Killeen-Fort Hood Regional Airport.

2. If Tenant is not in default of the terms hereunder, the term of the Lease Agreement shall automatically extend for one (1) additional year unless Tenant gives Airport notice of its option not to extend at lease sixty (60) days prior to the expiration of the initial term or corresponding successive term, as applicable.

3. No change

4. As consideration for this Lease, Tenant promises to pay to the Airport, at the office of the City of Killeen Finance Department in Killeen, Bell County, Texas, the rents and fees prescribed in ARTICLE VI and Exhibit "E". The basic rents and fees prescribed in ARTICLE VI, Paragraph 1, are payable without demand in monthly installments in advance on or before first day of each and every month during the term of this lease. Variable charges will be due and payable as prescribed in ARTICLE VI, Paragraph 2. During the term of the lease agreement, the Airport's Executive Director of Aviation or his/her designated representative may notify Tenant in writing of other methods of payment and other locations to which required payments may be made.

ARTICLE VI
Rentals, Fees, and Accounting Records

1. Tenant shall pay to the Airport \$4,099.94 per month for the 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.

2. No change

3. No change

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. This agreement is governed by the laws of the State of Texas, and venue shall be in Bell County.

12. Tenant hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this lease agreement. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXHIBIT "E"
Rents and Fees Schedule

Replace Exhibit "E" (Addendum No. 2) with new Exhibit "E" (Addendum No. 4)

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2018.

ATTEST:

CITY OF KILLEEN:

Lucy Aldrich
City Secretary

Ronald L. Olson
City Manager

ATTEST:

AMERICAN AIRLINES, INC.

Name
Title

Christopher J. Collison
Director, Real Estate

EXHIBIT "E"
Rents and Fees Schedule

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. @ \$2.11 per sq. ft. per month **\$2,475.03**

Room A122 (storage room)
81 sq. ft. @ \$2.11 per sq. ft. per month **\$170.91**

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 **\$4,099.94 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