FIFTH AMENDMENT TO THE
TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT

THIS FIFTH AMENDMENT TO THE TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT (this "Fifth Amendment") is made as of _____, 2025 ("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 Fifth Amendment.

RECITALS

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

WHEREAS, the Landlord, as part of the Airport's ongoing transformation efforts, intends to implement the Terminal 5 Renovation and Reconstruction Project (the "T5 Renovation"), which scope is attached hereto as Schedule 6 and incorporated herein by reference; and

WHEREAS, the Tenant operates in multiple terminals, including Terminal 4, Terminal 5, Tom Bradley International Terminal ("TBIT") and the Eagle's Nest Regional Terminal; and

WHEREAS, due to the T5 Renovation, the Tenant would need to temporarily relocate its operations in that portion of the Demised Premises currently located in Terminal 5; and

WHEREAS, the Tenant currently provides maintenance and operating services for certain of the Landlord's equipment located inside the Tenant's Demised Premises which equipment is used for the Tenant's operations and may be used by other common use airlines from time to time; and

WHEREAS, the parties agree that, when the Tenant relocates back to its Demised Premises after the T5 Renovation, the Tenant should continue providing such maintenance and operating services as the equipment is primarily located inside its Demised Premises, and as such the Landlord shall collect the fees for the use of such equipment by other common use airlines that may use such equipment from time to time, and compensate the Tenant for such collected fees, as further described below; and

WHEREAS, in addition to the abovementioned changes, the Tenant and the Landlord wish to, among other things, (i) extend the current Term, (ii) revise the alteration provisions of the AA Lease to acknowledge airport standards that serve, among other things, enhanced customer service, (iii) acknowledge the adoption of new, Airport-Wide Gate Use Protocols governing Common-Use Gates and Preferential-Use Gates at the Airport pursuant to the Board-approved Gate Assignment and Utilization Policy Priorities at Los Angeles International Airport, which shall replace the prior gate use protocols, and (iv) address the terms of the temporary relocation of the Tenant from that portion of the Demised Premises located in Terminal 5 to

accommodate the Landlord's T5 Renovation; and

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

AGREEMENT

1. Section 1.1 of the AA Lease and its subsections shall be amended and restated in its entirety as follows:

"1.1. Term. This Lease shall commence on the first day of the month following Board and City Council approval of this Lease (the "Lease Commencement Date") and shall terminate on June 30, 2035 (the "Term"). This lease may also be earlier terminated pursuant to the terms hereinafter set forth. The Landlord and the Tenant agree that the CEO shall issue a side letter, subject to City Attorney approval as to form, confirming the Lease Commencement Date when it is identified."

2. Effective upon the commencement of the T5 Relocation Period (as defined below) Sections 1.2.1(e), 1.2.2 and 1.2.3 of the AA Lease shall be deleted, Exhibit B-4 of the AA Lease shall be deleted, and any reference to Exhibit B-4 in the AA Lease shall be deleted.

3. A new Section 1.2.6 shall be added after Section 1.2.5 of the AA Lease as follows:

"1.2.6. T5 Renovation. The Landlord, as part of the Airport's ongoing transformation efforts, intends to implement the Terminal 5 Renovation and Reconstruction Project (the "T5 Renovation"), which scope is attached hereto as Schedule 6 and incorporated herein by reference. In connection with the T5 Renovation, the following changes shall be made to the Tenant's Demised Premises during the period beginning on the date the Tenant relocates to the Temporary Demised Premises (defined below) through and until the date the Tenant relocates back to Terminal 5 after the T5 Renovations are complete in accordance with this Section 1.2.6 and Section 20.3.1 below (the "T5 Relocation Period"):

(a) Temporary Relocation Space due to T5 Renovation.

(i) To assist the Landlord's efforts in the T5 Renovation, the Tenant agrees to temporarily relocate its operations from that portion of the Demised Premises located in Terminal 5 to certain areas within Terminal 4 and TBIT, as follows. The Landlord shall develop and provide temporary relocation space for the Tenant in TBIT and Terminal 4 as depicted in Schedule 7A (the "Temporary Demised Premises"). The Tenant shall then effectuate the relocation of the Tenant's operations from that portion of the Demised Premises located in Terminal 5 to the Temporary Demised Premises, in accordance with the letter dated October

8, 2025, as attached hereto as Schedule 7A(Addendum) and incorporated by reference herein. Relocation costs and scope, for the relocation from the Tenant's Demised Premises to the Temporary Demised Premises, as determined by the Landlord in its reasonable discretion, shall be allocated between the Landlord and the Tenant as further described in Schedule 7B, incorporated by reference herein.

(ii) All Lease obligations applicable to the Tenant's Demised Premises shall be applicable to the Temporary Demised Premises during the T5 Relocation Period, including, but not limited to, maintenance and repair responsibilities; *provided, however*, that (A) the Landlord shall provide holdroom and jet bridge and ramp custodial, maintenance and operations in TBIT on the Gates that the Tenant temporarily uses during the T5 Relocation Period; (B) rental charges and operational fees shall be as set forth in subsection (iii) below; and (C) the Tenant's Lease obligations applicable to the Tenant's Demised Premises in Terminal 5 shall be temporarily suspended during the T5 Relocation Period.

(iii) For ease of administration, notwithstanding the temporary relocation of the portion of the Demised Premises to the Temporary Demised Premises described above, during the T5 Relocation Period: (A) the Tenant shall continue to pay all rental charges applicable to the Demised Premises in the Terminals as described in Exhibit B-3 (Addendum), and (B) the Landlord shall not assess and the Tenant shall not be obligated to pay any rental charges for the Tenant's use of the Temporary Demised Premises. Further, as operational fees are included as part of the rental charges for that portion of the Demised Premises located in Terminal 5, the Landlord shall not assess and the Tenant shall not be obligated to pay any operational fees for the use of TBIT during the T5 Relocation Period, including, but not limited to Common Use Baggage Claim System Fee, Common Use Outbound Baggage System Fee, Baggage Make-Up Fee, Terminal Special Charges, Loading Bridge Capital Additional Rent, and any other incremental rents, fees, or other temporary space of facilities used by the Tenant or provided to the Tenant in connection with the T5 Renovation. However, if the Tenant uses any of the above-mentioned operational systems for any international arrivals or any other use not intended for the Tenant's use of the replacement Gates during the Terminal 4 and Terminal 5 construction projects, then the Tenant shall pay the appropriate fees for the use of such systems such as the FIS, jet bridge, baggage systems and any other fees related to international arrivals.

(b) Relocation back to Terminal 5.

(i) After the completion of the T5 Renovation, and when the certificate of occupancy for Terminal 5 is issued (the "T5DBO") the

Landlord shall effectuate the relocation of the Tenant's operations back to Terminal 5, as follows. Upon the T5DBO, the Landlord shall provide the Tenant replacement space in Terminal 5 in accordance with Exhibit B-3 and Section 20.3.1 below. Relocation costs and scope, for the relocation from the Temporary Demised Premises back to the Tenant's Demised Premises (except for the Tenant's furniture, fixtures and equipment ("FFE") which shall be provided by and paid for by the Tenant - relocation of the FFE will be paid for by the Landlord), as determined by the Landlord in its reasonable discretion, shall be paid both by the Landlord and the Tenant as described in Schedule 8. Following the T5DBO, Exhibit B-3 shall be amended by the CEO to conform to such changes to the Demised Premises, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges without prior approval or later ratification by the Board or the City Council.

(ii) The Tenant's Terminal 5 lounge space post-T5DBO shall be at least 12,500 square feet, inclusive of all back of the house functions. In addition, the terrace shall be excluded from the Terminal 5 lounge space square foot calculation. The location of such lounge shall be determined solely by the Landlord, with input from the Tenant, within Terminal 5 and shall be reflected in the amended Demised Premises pursuant to Subsection (i) above. Such space shall be delivered by the Landlord to the Tenant prior to T5DBO (date to be determined) in a "Warm White Box" condition as further described in Schedule 8.

The Tenant acknowledges and agrees that the Landlord shall consult with the Tenant and make reasonable efforts to incorporate the Tenant's design standards with respect to such lounge space delivered by the Landlord in Warm White Box condition. Without limiting the foregoing, all final design decisions shall be made by the Landlord in the Landlord's sole discretion."

4. The following sentences shall be added to the beginning of Section 5.3 of the AA Lease:

"The Tenant agrees to perform all Alterations to the Demised Premises in accordance and compliance with the most current published versions of the LAWA Design and Construction Handbook and the Design Guidelines for the Terminal (the current versions can be found on the LAWA website). To the extent that the provisions of the Design and Construction Handbook or Design Guidelines concerning furniture, furnishings, painting, carpeting, wall covering, or other decorative matters are applicable to an airline's public facing areas of its demised premises in the Terminal, the Landlord agrees to consult with such airlines' representatives before adopting or amending any such provisions."

5. A new Section 10.1.4 shall be added after Sections 10.1.3 of the AA Lease as follows:

10.1.4.1. The following provisions 10.1.4.1 through and including 10.1.4.13 shall only be effective at such time when the Tenant accommodates an airline within the Tenant's Demised Premises other than an airline with which the Tenant has a sublease or similar agreement for the use and/or occupancy thereof. With respect to maintenance and operating services (each a "Service" and collectively "Services") for certain of the Landlord's equipment and areas located inside the Tenant's Demised Premises which equipment and areas are used for the Tenant's operations as well as other airlines, as shall be outlined in a Scope of Work, an example of which is attached hereto as Schedule 2-A ("Scope of Work"), the Tenant shall submit such a plan for providing the Service to the Landlord prior to the commencement of such work. It is expressly understood and agreed that the Tenant shall perform, or cause its approved subcontractors to perform, all incidental work required to satisfactorily perform the Services, including work not specifically defined or described in the Schedule 2-A submitted by the Tenant in order to fulfil the intent of such Schedule 2-A. All such incidental work shall not be considered extra work for which additional compensation can be claimed by the Tenant. The Landlord shall compensate the Tenant for the Services as set forth below.

10.1.4.2. The Tenant's performance of the Services shall conform to the highest level of industry standards, performance specifications, service level agreement or other standards for the performance of similar services as set forth by the Landlord.

10.1.4.3. The Tenant may be required to submit maintenance records and schedules to the Landlord in such form and frequency as determined by the CEO.

10.1.4.4. The Tenant will be obligated to participate in the process that may be established by the Landlord to coordinate with common use airlines and the Landlord on the operation and maintenance of aeronautical equipment at the Airport and the Tenant's performance of the Services.

10.1.4.5. If subcontractors require space at the Airport to perform the Services required under this Section 10.1.4, and such space requirement is approved by the CEO, then such subcontractors shall occupy space under the terms of a separate agreement with the Landlord. Neither the Tenant nor its subcontractors shall receive any reimbursement for the costs incurred for the use of space by subcontractors at the Airport. Instead, the costs for space that are applicable to perform the Services shall be included in the amounts the Tenant invoices the Landlord pursuant to Section 10.1.4.7 hereof.

10.1.4.6. The Tenant shall submit a list of its subcontractors prior to the commencement of the Services, an example of which is attached hereto as Schedule 2-B. The Tenant may only change the hourly rates under the subcontracts with prior written approval by the CEO. The Tenant may, with prior written approval by the CEO, not to be unreasonably withheld, enter into additional subcontracts to perform portions of the Services. The Tenant's request for entering into a new subcontract shall be submitted in writing to the Landlord at least sixty (60) days prior to execution, which request shall describe the scope of work to be contracted, the name of the proposed subcontractor and the proposed total price or hourly rates for the subcontractor's services. The Tenant shall

remain solely responsible to Landlord for the quality and performance of all subcontractors' services. The Tenant may, upon advance written notice to Landlord, extend, terminate and replace the services of any subcontractor, subject in all cases to the prior written approval of the CEO, not to be unreasonably withheld. Every subcontract or agreement of any kind entered into between the Tenant and any subcontractor shall contain, or subcontractor shall otherwise provide, in a form acceptable to the City Attorney, appropriate language whereby subcontractor, without creating any contractual obligation on the part of the Landlord to the subcontractor or anyone working under contract to subcontractor, accepts and agrees to be bound by the obligations of this Lease pertaining to indemnification, insurance, accounting records, and audit, and agrees to include in its contracts with its subcontractors a contingent assignment of its contract to the Landlord, or its designee, effective only upon written acceptance by the Landlord or its designee. The Tenant shall use reasonable commercial efforts to obtain at least three (3) bids in a subcontractor procurement process and will include this information in its approval request to the CEO for hiring a subcontractor.

10.1.4.7. The Landlord shall pay the Tenant for its performance of the Services under this Section 10.1.4 in rental credits ("Common Use Equipment M&O Fee") in accordance with the process outlined in the Invoicing for Payment of Services attached hereto as Schedule 2-C (which process may be updated by the CEO as needed) and the Budget Schedule, an example of which is attached hereto as Schedule 2-D, which Budget Schedule will be updated for each Lease Year in accordance with Schedule 2-D. The Landlord shall appropriate funds in the Landlord's annual budget based on the Budget Schedule provided by the Tenant. Within 60 days of the close of each Lease Year, the Tenant shall provide the total 12-month actual out of pocket costs incurred to provide the Services ("Actual Expenses") for the applicable Lease Year period. In addition, the Tenant must submit all supporting documentation/backup for both the Tenant and its subcontractors, including, but not limited to: subcontractor invoices with all supporting backup, employee time sheets, part purchase and receipt logs and invoices, and proof of payments to subcontractors. Within 60 days of the Landlord's receipt of such documentation, the Landlord shall issue the Common Use Equipment M&O Fee on the basis of Actual Expenses incurred pursuant to this Section 10.1.4.7.

10.1.4.8. [Intentionally Omitted]

10.1.4.9. The Tenant shall not include in the Actual Expenses costs of Services deemed unsatisfactory by the Landlord. The CEO shall make the final determination as to when Services or any part thereof have been satisfactorily performed or completed to justify inclusion in the Actual Expenses under this Section 10.1.4. If the CEO reasonably determines that a Service has not been satisfactorily performed or completed, the CEO shall provide a written notice to the Tenant of such determination. Upon receipt of such written notice, the Tenant and the Landlord shall work together to find a mutually agreeable solution such that the CEO will be able to determine that such Service has been satisfactorily performed or completed. If the Tenant and the Landlord are unable to find a mutually agreeable solution, the CEO shall make the final determination as to how such Service can be satisfactorily performed or completed.

10.1.4.10. If a necessary change causes an increase in the Scope of Work or the Services, the CEO and the Tenant shall agree upon such additional services and such modification of the Scope of Work and/or Services shall be made by the CEO by an amendment to Schedule 2-A, subject to City Attorney approval as to form, without the prior approval or later ratification by the Board or the City Council, provided, however, that the payment for such additional Scope of Work shall be subject to a Board-approved annual budget appropriation.

10.1.4.11. The Tenant shall not include in the Actual Expenses any amount that the Tenant does not intend to pay to a subcontractor because of a dispute or for any other reason. The Tenant shall perform a complete and thorough review of the supporting documentation for the Actual Expenses for accuracy and completeness prior to submitting to the Landlord. The submittal of the supporting documentation for the Actual Expenses constitutes a representation by the Tenant to the Landlord that to the Tenant's actual knowledge, after due inquiry and investigation, the Services covered by the request have been performed and the costs were incurred in accordance with the applicable requirements of this Lease.

10.1.4.12. In the event of any good faith dispute as to whether a particular payment or a portion of a particular payment is owed or not owed by the Landlord to the Tenant under this Section 10.1.4, the Landlord shall have the right to do either of the following: (i) make all or part of such disputed payment to the Tenant without prejudice to Landlord's right to contest the amount so paid; or (ii) withhold all or a portion of such disputed payment. In either case, Landlord shall so notify the Tenant in writing of the reasons therefor. From and after the Tenant's receipt of such notice, the Landlord and the Tenant shall use their good faith efforts to resolve their dispute as quickly as practicable under the circumstances. If the Landlord has given such notice, the Tenant shall not be entitled to terminate this Lease or suspend its Services hereunder on account of such non-payment, provided Landlord remits to the Tenant all undisputed sums. If Landlord chooses to withhold payments under Clause (ii) above and if it is subsequently determined that Landlord owes an additional payment to the Tenant, the Landlord shall pay such amount to the Tenant. If Landlord chooses to proceed under Clause (i) above and it is subsequently determined that Landlord overpaid the Tenant, the Tenant shall refund to Landlord the amount of such overpayment.

10.1.4.13. The Tenant agrees to offer the Landlord any discount terms that are offered to the Tenant's best customers for the Services to be provided herein and apply such discount to payments made under this Section 9.1.4 which meet the discount terms."

6. Note 2 in Schedule 2-C (Basic Information Schedule) of Exhibit B-3, and Section 2.5.1 and its subsections of the AA Lease shall be deleted in its entirety, and Section 20 of the AA Lease shall be amended and restated in its entirety as follows:

"20. Space Utilization.

20.1. Policy. Because the Airport is a public facility essential to regional and national transport and economy, as a matter of public policy the Landlord requires that space at the facilities of the Airport be fully utilized.

20.2. Cancellation upon Cessation of Service. If the Tenant shall for any reason cease to operate regularly scheduled or actual flight services at the Airport other than for reasons due to acts, events or conditions beyond the Tenant's control such as acts of God, weather conditions, work stoppages and other labor actions, riots, rebellion, sabotage, acts of a public enemy, war, terrorism, and insurrection, the Landlord may, on at least 30 days' prior notice to the Tenant, cancel this Lease. In the event of such a cancellation of this Lease, (i) the Tenant shall surrender the Demised Premises on the date specified in the Landlord's notice, in the condition required by the provisions of this Lease, (ii) the Base Rent and all additional rent shall be prorated as of the date of the cancellation, and (iii) this Lease shall terminate (subject to the provisions of Section 26.17) as of the date specified in the Landlord's notice.

20.3. Tenant's Preferential -Use Gates.

20.3.1. As of the Execution Date of the Fifth Amendment, the Landlord has designated 20 Gates in the Terminals (15 in Terminal 4 and 5 in Terminal 5) and the associated Preferential-Use Boarding Facilities as preferential use for the Tenant (such Gates and Preferential-Use Boarding Facilities, the "Tenant's Preferential-Use Gates"). The Tenant's Preferential -Use Gates are identified in Exhibit I attached hereto. Upon the T5DBO, the Landlord shall designate 25 Gates in the Terminals (which shall include all 15 Gates in Terminal 4 and 10 Gates in Terminal 5) as the Tenant's Preferential-Use Gates and the Landlord will no longer be obligated to accommodate the Tenant's operations at the Regional Remote Terminal (aka the Eagle's Nest).Upon the T5DBO, Exhibit I shall be amended by the CEO to conform to such designation of the Tenant's Preferential-Use Gates, subject to City Attorney's approval as to form.

20.3.2. Temporary Gates in Tom Bradley International Terminal (TBIT).

(a) Notwithstanding Section 20.3.1 above, as the Tenant's Preferential-use Gates in Terminal 5 shall be closed to accommodate the T5 Renovation, during the T5 Relocation Period, the Landlord shall designate, during the T5 Relocation Period, Gates 151, 153, 155, 159A and 159B (the "Temporary Gates") in TBIT as the Tenant's Preferential-Use Gates and such use shall be subject to the Gate Use Protocols.

(b) The Tenant shall have scheduling responsibilities for these Temporary Gates and resource management for such Gates will be subject to the Landlord's SITA AMS system.

(c) The Tenant shall also accommodate a minimum of five daily "other airline" (OAL) arrivals, including international arrivals, and at least four (4) daily OAL departures to be mutually agreed between the hours of 1100 and 1800 on the Temporary Gates. Based on operational necessity, the actual flights

may be adjusted but the required number of flights during such window must be met unless changed by mutual agreement.

(d) Processing in Terminal 4. The Tenant shall accommodate passenger check-in and baggage processing in Terminal 4 for flights on the Temporary Gates, including for OAL passengers. Further, the Tenant shall accommodate check-in for a minimum of four (4) OAL departures per day at Terminal 4 between the hours of 0800 and 1800. The specific OAL departures shall be determined by the Tenant. The specific times that the Tenant and the OALs will operate in the Terminal 4 shall be coordinated with the Landlord.

20.3.3. Construction Replacement Flights (also known as Terminal Modernization Program (TMP) Replacement Flights).

(a) Notwithstanding Section 20.3.1, during the Terminal 4 reconstruction period, up to twelve (12) of the Tenant's daily departures and corresponding arrivals will be temporarily accommodated as Construction Replacement Flights (as defined in the Gate Use Protocols) on the Common-Use Gates in TBIT and further shall be subject to the Gate Use Protocols. These flights would be accommodated between the hours of 0500 and 1000 and 2200 and 0100 and shall be specifically identified in the seasonal schedule submission as required for use of Common-Use Gates pursuant to the Gate Use Protocols. The Tenant agrees to use its good faith effort to adhere to such submission more than 80 percent of the time.

(b) The Common-Use Gates that shall be allocated for these Construction Replacement Flights are allocated based on the Tenant's 2025 average summer schedule of 92 mainline departures. If the Tenant's schedule decreases below this level, the number of flights accommodated on the Landlord's Common-Use Gates shall be reduced on a one-for-one basis.

(c) If the Tenant's average summer schedule is greater than 100 mainline departures per day, the Landlord shall make best efforts to accommodate the additional flights from its Common-Use Gate inventory, if the Tenant requests. The parties shall also work together to accommodate off schedule operations using the resources that the parties have available, including remote gates.

20.3.4. All Gates temporarily assigned to the Tenant pursuant to Sections 20.3.2 and 20.3.3 shall include gate ticket lift counters, back screens and gate information displays using existing hardware and infrastructure. Additionally, the Tenant shall have the right to use its proprietary IT infrastructure for customer assistance and processing at such Gates.

20.4. Gate Use Protocols. The CEO, in his or her sole discretion, may issue from time-to-time protocols for the assignment of flights on Gates designated as either Preferential-Use or

Common-Use in the Terminal. As of the Execution Date of the Fifth Amendment, the Tenant acknowledges that, pursuant to this Section 20.4 of the Lease, the CEO has adopted new gate use protocols (the "Gate Use Protocols") governing Common-Use Gates and Preferential-Use Gates at the Airport and that such Gate Use Protocols supersede all other gate use protocols at the Airport including the prior scheduling protocols in the Terminal, any flight protocols, TBIT scheduling protocols and Midfield Satellite Concourse (MSC, and also known as Bradley West Gates) scheduling protocols. The Gate Use Protocols have been implemented through the LAX Rules and Regulations, which may be amended from time to time by the CEO. The Tenant agrees that it is subject to the Gate Use Protocols, including, but not limited to, the gate recapture and accommodation rights therein.

20.5. TBIT Gates. As of the Lease Commencement Date, the Tenant has advised the Landlord that it may wish to use Common-Use Gates in TBIT, which is subject to the terms and conditions of the Tariff and the scheduling protocols in place for Common-Use Gates in TBIT. If the Tenant obtains Preferential-Use Gates pursuant to this Section 20.5, such gate use shall be subject to the Gate Use Protocols.

20.5.1. Gate 151.

(a) During the Term, excluding the period that the Tenant is temporarily using gates in TBIT due to its Terminal Modernization Program as described in a letter dated August 16, 2023 (the "TMP Letter"), attached hereto as Exhibit I-1) (such period, the "TMP Gate Use Period"), and excluding the period that the Tenant is temporarily using gates in TBIT due to the T5 Renovation Project as outlined in Section 20.3.2, the Tenant shall have the right to request designation of Gate 151 in TBIT to a Preferential-Use Gate under the following terms and conditions:

(i) For the 12-month measurement period ending in the 90 days prior to the request, the Tenant (with its Affiliates, other pre-approved airlines and subtenants) must have exceeded, on average, for the Tenant's Preferential-Use Gates in Terminal 4 or Terminal 5, the Minimum Utilization Requirement for such Gates pursuant to the Gate Use Protocols; *provided, however*, all flights at the RRT and the Reasonably Equivalent Gates shall be excluded from the Minimum Utilization Requirement calculation for purposes of this Subsection (i); and

(ii) The Tenant shall offer a non-U.S. flag carrier approved by the Landlord (such airline, the "Hosted Airline") a written agreement whereby the Tenant agrees to host the Hosted Airline on Gate 151 for no less than three arriving and three departing flights per day, or such other number of flights as is mutually agreed upon with the Hosted Airline. Further, the Tenant shall enter into such agreement with the Hosted Airline on or before the date that the Tenant makes a request under this Section 20.12.1, and such agreement shall (1) be effective upon the

conversion of Gate 151 to a Preferential-Use Gate for the Tenant, (2) contain reasonable terms of use, including, but not limited to, Gate use rates that are equal to or lower than the Landlord's, and (3) terminate on a mutually agreed upon date.

20.5.2. Redesignation of Common-Use Gates in TBIT (Excluding Gate 151).

(a) During the Term, excluding the TMP Gate Use Period, the Tenant shall have the right to request, and the Landlord shall grant, designation of one or more Aircraft Design Group V Common-Use Gates in TBIT to a Preferential-Use Gate under the following terms and conditions:

(i) For the 12-month measurement period ending in the 90 days prior to the request, the Tenant (with its Affiliates, other pre-approved airlines and subtenants) must have exceeded the Minimum Utilization Requirement for the Tenant's Preferential-Use Gates in Terminal 4 and Terminal 5 pursuant to the Gate Use Protocols; *provided, however*, that all flights at the RRT and the Reasonably Equivalent Gates shall be excluded from the Minimum Utilization Requirement calculation for purposes of this Subsection (i); and

(ii) The Tenant must present a proposed schedule for the use of Preferential-Use Gate in TBIT in which over the 12 month period after conversion demonstrates (A) operational reasonableness, in the CEO's sole discretion, (B) the planned utilization by the Tenant for international turnaround operations, international arrivals and the corresponding domestic departures, and domestic arrivals with the corresponding international departures, and (C) the planned utilization by the Tenant's Pre-Approved Sublessees' international Wide Body Aircraft operations at the TBIT Gate if such passengers will be processed in the Terminals.

(b) In response to the Tenant's request to designate one or more TBIT Common-Use Gate to a Preferential-Use Gate, the Landlord will designate one or more Common-Use Gates for conversion to a Preferential-Use Gate if:

(i) The Landlord finds the Tenant's planned schedules to be credible, using reasonable judgment, and

(ii) The Tenant's planned use, as provided under Section 20.5.2(a)(ii) of the converted TBIT Gate(s) using seats per Gate per day equals at least 125% of the TBIT/MSC Average Utilization for the prior 12-month period ending in the 90 days prior to the request. In calculating the number of the Tenant's seats for purposes of this subsection (ii), the Landlord shall include the seats on both the domestic and international leg of the Tenant's flights.

Further, the calculation of the current average utilization of TBIT/MSC Gates in subsection (ii) shall be determined by calculating the average seats per Gate per day based on the total of all seats gated at TBIT contact Gates, MSC contact Gates and TBIT remote Gates over the 12 month measurement period, divided by 365, and then divided further by the average number of contact Gates over the 12 month measurement period available in TBIT and MSC (such denominator, the "Average Contact Gate Count").

(c) Notwithstanding Section 20.12.2, without the prior approval or later ratification by the Board or City Council, the CEO may, in his or her sole discretion, amend the requirements under Section 20.5.2 for the conversion of a TBIT Common-Use Gate to a Preferential-Use Gate, subject to written agreement by the Tenant of such amendment, and further subject to approval as to form by the City Attorney.

20.5.3. Other Requirements.

(a) The Tenant may not request that more than three (3) TBIT Common-Use Gates be converted to Preferential Use-Gates. For the avoidance of doubt, such limitations shall not include Gate 151.

(b) The Tenant shall have the right to use its proprietary ramp equipment at the Tenant's Preferential-Use Gate(s) in TBIT. However, at any time an accommodated Airline is assigned to use the Tenant's Preferential-Use Gate(s) in TBIT, the Tenant shall make best efforts to relocate its ramp equipment from the Gate area.

(c) The Tenant will be allowed to install proprietary ticketing/gate equipment into the Landlord's existing common use millwork at the Tenant's Preferential-Use Gate(s) in TBIT so long as the common use equipment in the existing millwork at these locations remains functional and the appearance of the Landlord's common use millwork is not changed.

(d) The Tenant may use its Preferential-Use Gates in TBIT for both domestic and international flights.

(e) The Tenant may not request that TBIT Common-Use Gates be converted to Preferential Use Gates pursuant to Section 20.5 during the TMP Gate Use Period.

20.5.4. Conversion of Preferential-Use Gates to Common-Use Gates. As the use of any Gates at the Airport are subject to the Gate Use Protocols, the Tenant acknowledges that any Common-Use Gate in TBIT converted to a Preferential-Use Gate pursuant to this Section 20.5 may convert back to a Common-Use Gate pursuant to the Minimum Utilization Requirements under the Gate Use Protocols."

7. The following terms and definitions in Section 25 of the AA Lease are deleted in its entirety:

"Active Loading" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport-Wide Scheduling Protocols.

"Active Periods" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport -Wide Scheduling Protocols.

"Active Unloading" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport -Wide Scheduling Protocols.

"Large Aircraft" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport -Wide Scheduling Protocols.

"Minimum Performance Levels" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport -Wide Scheduling Protocols.

"Minimum Utilization Requirement" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport-Wide Scheduling Protocols.

"Non -Active Periods" has the meaning given to it in the T4/5 Scheduling Protocols or the Airport -Wide Scheduling Protocols.

8. The following term and definition shall be added to Section 25 of the AA Lease:

"Execution Date of the Fifth Amendment" shall mean the Execution Date as defined in the Fifth Amendment to the Terminal Facilities Lease and License Agreement between the Tenant and the Landlord (LAA-9037E).

9. Exhibits and Schedules. New Schedules 6, 7A, 7A(Addendum), 7B, 8, 2-A, 2-B, 2-C, 2-D, and Exhibits B-3(Addendum) and I-1 attached to this Fifth Amendment shall be added to the AA Lease and shall be incorporated therein by reference. Exhibit I attached to the AA Lease shall be replaced by Exhibit I attached to this Fifth Amendment and incorporated by reference.

10. Miscellaneous.

10.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Fifth 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 AA Lease and except as expressly amended herein, all of the terms, covenants and conditions of the AA Lease shall remain in full force and effect.

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

10.3. This Fifth 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 associated 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 Fifth 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 Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth 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 Fifth Amendment as of the day and year first above written.

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

LANDLORD:

CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Fifth Amendment.

By: _____
Chief Executive Officer
Department of Airports

ATTEST:

By: Reshma Soni
Name: Reshma N. Soni
Title: MD, Airport Affairs and Properties

TENANT:

AMERICAN AIRLINES, INC.

By: _____
Name: Y. Amanda Zhang
Title: VP, Airport Affairs and Facilities

SCOPE OF WORK
Schedule 2-A

OVERVIEW:

This exhibit begins with a summary of the services that [redacted] shall provide through its employees or through approved Service Providers on behalf of Los Angeles World Airports (LAWA) pursuant to the Agreement between the City of Los Angeles and the [redacted] Airline Company [redacted] for Providing Equipment Maintenance Services at Los Angeles International Airport ("Agreement").

The section entitled "Subcontractor Services Provided" in this exhibit is intended to be a summary of the scope contained in the [redacted] Contracts listed in the table below. All work performed must adhere to the standards of those contracts and the terms of this Agreement. [redacted]t shall be and remain solely responsible to LAWA for the quality and performance of all subcontractors' services.

[redacted] MANAGEMENT OBLIGATIONS:

[redacted] will provide the services to LAWA as defined in this Scope of Work. [redacted] will provide these services by means of procurement of subcontracted service providers who will be subsequently managed by [redacted] These service providers and their scopes are listed and defined below. [redacted] shall procure these service providers in accordance with LAWA's guidelines, and in compliance with all applicable local and federal regulations, via a competitive bid process in which all elements of scope, staffing, pricing, compliance, performance, and management will be evaluated. [redacted]t will assume responsibility for oversight and management of all such subcontracted service providers and will govern all elements of contract execution including the operational and financial performance of each party.

They subcontracted service providers will report to [redacted] General Manager.

SUBCONTRACTOR SERVICES PROVIDERS:

A-1 [redacted]

Terminals	[redacted] Contract #	Effective date	End date
[redacted]	[redacted]	[redacted]	[redacted]

Scope Summary - O&M on Checked Baggage Inspection System (CBIS), Baggage Handling Systems (BHS) and related systems

- Operations & maintenance for T1 / T1.5 inbound and outbound baggage handling system conveyors and integrated conveyance equipment, security/fire doors, makeup and claim devices, oversize belts/lift, etc.
- Maintain the equipment/system to meet or exceed contractual KPIs
- Use SWA computerized maintenance system (CMMS) as source of record for all maintenance activities, audits, incident reports, etc.
- Maintain a parts inventory for all contracted equipment to contractual KPI levels/thresholds.

SAMPLE

A-2 [redacted]

Terminals	[redacted] Contract #	Effective date	End date
[redacted]	[redacted]	[redacted]	[redacted]

Scope Summary - O&M on Checked Baggage Inspection System (CBIS), Baggage Handling Systems (BHS) and related systems

- Provide 24/7 support for upper and lower level controls systems.
- Satisfy all contractual KPIs regarding response time
- Provide a monthly record of support calls containing date and time, issue, activities performed, resolution, hours billed, etc._
- Maintain/manage change logs, EDS(electronic data sheets), compact flash, near and far backups of PLC programs, configurations files, settings, etc.
- Organize and maintain a library of historic files after updates/modifications/changes
- Support creation of processes/procedures for restoring programmable, configurable components/hardware
- Maintain support log reflecting date and time of log in, detail of activities, log out time, billable hours, etc.

A-3 **ABM Aviation, Inc**

Terminals	[redacted] Contract #	Effective date	End date
[redacted]	[redacted]	[redacted]	[redacted]

Scope Summary – Facility Cleaning Services

- Clean the Gate holding Area per cleaning specification
- Front and Back of Ticket Counters per cleaning specification
- Satisfy all contractual KPIs regarding facility cleaning services

SAMPLE

A-4 **Siemens Logistics LLC**

Terminals	[redacted] #	Effective date	End date
[redacted]	[redacted]	[redacted]	[redacted]

Scope Summary – Passenger Boarding Bridge and Gate Services O&M

- Equipment Operation
  - Develop and provide the appropriate documentation and training to support all contracted operational facets of the Equipment
  - Monitor Equipment performance and coordinate planned system availability with Station operation demand
  - Provide the appropriate corrective measures in reaction to Equipment faults, failures or other situations where human intervention is required to sustain Equipment performance
  - Coordinate plans and activities between all parties as necessary to meet operational and systemic requirements for operating the Equipment
- Equipment PM/CM
  - Develop and provide the appropriate schedules, documentation, training and tools necessary to support all contracted maintenance of the Equipment
  - Inspect and note suspected and malfunctioning Equipment components for the necessary maintenance activity

- Maintain clean Equipment and surrounding areas around the Equipment and working space
- Conduct preventative maintenance on Equipment based on the prescribed Preventative Maintenance Schedule that is compatible with SWA CMMS maintenance practices and Equipment performance measurements
- Repair and/or replacement of Non-warranty Equipment components
- Procedures for ordering parts will be provided by [redacted]
- Coordination with OEM's for all warranty and non-warranty repair and replacement work
- Coordinate plans and activities between all parties as necessary to address operational and Equipment requirements for maintaining the Equipment
- Perform, as needed, corrective maintenance, including, but not limited to:
    - Pressure washing of the stairs or bridges will be requested by [redacted] on an as-needed basis. [redacted] will request a quote from the Operator if this service is needed and will be performed via separate Work Order.
    - Touch up painting of jet bridge (nicks, scratches, rust spots and the like). If a full paint job is necessary, Operator will notify [redacted] t of the need and will be performed via separate Work Order if required.

- Management & Administration
    - Supervision and scheduling of all Operator resources in all aspects of the responsibilities and staffing levels outlined in this Agreement
    - Communications and coordinating with [redacted]
    - [redacted] and maintain a safe work place
    - Initiate communications wit[redacted] in regards to the ongoing assessment of the services and staffing requirements outlined within this agreement
- Meet the Performance Measure Targets as provided in the O&M Agreement

SAMPLE

SCHEDULE 2-B

Tenant's Current Approved Service Providers

1. **Subcontractor's Name:**
    a. **Point of Contac:**
    b. **Address:**
    c. **Phone:**
    d. **Email:**

2. **Subcontractor's Name:**
    a. **Point of Contac:**
    b. **Address:**
    c. **Phone:**
    d. **Email**

3. **Subcontractor's Name:**
    a. **Point of Contac:**
    b. **Address:**
    c. **Phone:**
    d. **Email:**

4. **Subcontractor's Name:**
    a. **Point of Contac:**
    b. **Address:**
    c. **Phone:**
    d. **Email:**

SCHEDULE 2-C
Invoicing for Payment for Services

Overview

[AIRLINE] must submit to the City a request for payment on an annual basis for Services rendered and expenses incurred and paid by [AIRLINE] in the performance of the obligations of this Agreement during that year. City will pay [AIRLINE] annually the amounts [AIRLINE] paid approved Subcontractors for the work invoiced by approved Subcontractors.

SAMPLE

SCHEDULE [2-C]

[AIRLINE] Service Invoice Summary

For [Month, Year]

Bill To:
Los Angeles World Airports
1 World Way , 2nd Floor
Los Angeles, CA 90045
Attn: [NAME]

Remit To:
[AIRLINE]
FILE [TBD]
Los Angeles, CA 90074-6416
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Category	Support Page(s)	[Calc]		Amount
Service Vendor A				
Outbound Baggage System				
Fixed Costs	Wk. 1		$	50,000.00
Time and Materials	Wk. 2			150,000.00
Parts	Wk. 3			11,500.00
Other Reimbursements[(a)]	Wk. 4			5,000.00
Total Outbound Baggage System		**[A]**	**$**	**216,500.00**
Baggage Claim				
Fixed Costs			$	50,000.00
Time and Materials				30,000.00
Parts				-
Other Reimbursements[(a)]				-
Baggage Claim System		**[B]**	**$**	**80,000.00**
Passenger Boarding Bridges				
Fixed Costs			$	50,000.00
Time and Materials				-
Parts				20,000.00
Other Reimbursements[(a)]				-
Total Passenger Boarding Bridges		**[C]**	**$**	**70,000.00**
Total Service Vendor A		**[D=A+B+C]**	**$**	**366,500.00**
Service Vendor B				
Outbound Baggage System				
Fixed Costs			$	50,000.00
Time and Materials				-
Parts				10,000.00
Other Reimbursements[(a)]				-
Total Outbound Baggage System		**[E]**	**$**	**60,000.00**

SAMPLE

SCHEDULE [2-C]

[AIRLINE] Service Invoice Summary

For [Month, Year]

Bill To:
Los Angeles World Airports
1 World Way , 2nd Floor
Los Angeles, CA 90045
Attn: [NAME]

Remit To:
[AIRLINE]
FILE [TBD]
Los Angeles, CA 90074-6416
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Category	Support Page(s)	[Calc]		Amount
Passenger Boarding Bridges				
Fixed Costs			$	50,000.00
Time and Materials				-
Parts				20,000.00
Other Reimbursements[(a)]				-
Total Passenger Boarding Bridges		**[F]**	**$**	**70,000.00**
Total Service Vendor B		**[G=E+F]**	**$**	**130,000.00**
Total Monthly Invoice		**[H=D+G]**	**$**	**496,500.00**
Prior Cumulative Total		[	$	500,000.00
New Cumulative Total		[	**$**	**996,500.00**

SAMPLE

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Note:
(a) Other Reimbursements represents any other expensive or service that is eligible and approved pursuant to this agreement.

Worksheet 1

Fixed Invoice Summary

For [Month, Year]

Bill To:
[AIRLINE]
FILE [TBD]
Los Angeles, CA 90074-6416
Attn: [NAME]

Remit To:
Vendor A
[ADDRESS]
[CITY/STATE/ZIP]
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Description Item	Month	Agreement #	Notes		Total
Monthly Fee per Agreement	[Month]	[1234]		$	50,000.00
					-
					-
					-
Total Costs				**$**	**50,000.00**

SAMPLE

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract and that payment therefore has not been received.

[Name - Signature - Date]

Worksheet 2

Time and Materials Invoice Summary

For [Month, Year]

Bill To:
[AIRLINE]
FILE [TBD]
Los Angeles, CA 90074-6416
Attn: [NAME]

Remit To:
Vendor A
[ADDRESS]
[CITY/STATE/ZIP]
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Worker	Position	Grade #	Hourly Wage	Hours Per Timesheet	Total
A	Supervisor	824	$ 110.00	160.00	$ 17,600.00
B	Supervisor	824	110.00	160.00	17,600.00
C	Mechanic	610	45.00	120.00	5,400.00
D	Mechanic	611	47.00	140.00	6,580.00
E	Mechanic	611	47.00	120.00	5,640.00
F	Mechanic	611	47.00	120.00	5,640.00
G	Mechanic	611	47.00	130.00	6,110.00
H	Mechanic	611	47.00	140.00	6,580.00
I	Mechanic	611	47.00	160.00	7,520.00
J	Mechanic	611	47.00	140.00	6,580.00
K	Mechanic	611	47.00	160.00	7,520.00
L	Mechanic	611	47.00	140.00	6,580.00
M	Mechanic	611	47.00	160.00	7,520.00
N	Specialist	710	61.00	160.00	9,760.00
O	Specialist	711	62.00	150.00	9,300.00
P	Specialist	712	63.00	150.00	9,450.00
Q	Specialist	709	60.00	161.00	9,660.00
R	Specialist	711	62.00	80.00	4,960.00
Total Costs					**$ 150,000.00**

SAMPLE

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Worksheet 2a

Time Sheet Example

For [Month, Year]

Worker

Name: A

Position Supervisor

Pay Grade # 824

Hourly Wage $ 110.00 [Per Approved Hourly Rates]

Day	Notes	Hourly Wage	Hours	Total
1		$ 110.00	8.00	$ 880.00
2		110.00	8.00	880.00
3		110.00	8.00	880.00
4		110.00	8.00	880.00
5		110.00	8.00	880.00
6		110.00		-
7		110.00		-
8		110.00	8.00	880.00
9		110.00	8.00	880.00
10		110.00	8.00	880.00
11		110.00	8.00	880.00
12		110.00	8.00	880.00
13		110.00		-
14		110.00		-
15		110.00	8.00	880.00
16		110.00	8.00	880.00
17		110.00	8.00	880.00
18		110.00	8.00	880.00
19		110.00	8.00	880.00
20		110.00		-
21		110.00		-
22		110.00	8.00	880.00
23		110.00	8.00	880.00
24		110.00	8.00	880.00
25		110.00	8.00	880.00
26		110.00	8.00	880.00
27		110.00		-
28		110.00		-
Totals			**160.00**	**$ 17,600.00**

SAMPLE

Worksheet 3

Parts Invoice Summary

For [Month, Year]

Bill To:
[AIRLINE]
FILE [TBD]
Los Angeles, CA 90074-6416
Attn: [NAME]

Remit To:
Vendor A
[ADDRESS]
[CITY/STATE/ZIP]
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Description Item	Vendor	Quantity	Note	Cost Per Item	Total
ICS Bins	ABC	50	Replacement	$ 100.00	$ 5,000.00
Conveyor Belt	XYZ	1	Replacement #	5,000.00	5,000.00
				-	-
				-	-
				-	-
Total Costs					**$ 10,000.00**
Parts Mark-Up				**15%**	**1,500.00**
Total Costs with Mark-Up					**$ 11,500.00**

SAMPLE

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Worksheet 3a

Parts Invoice/Receipt Summary

For [Month, Year]

Bill To:
Vendor A
[ADDRESS]
[CITY/STATE/ZIP]
Attn: [NAME]

Remit To:
ABC
[ADDRESS]
[CITY/STATE/ZIP]
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Description Item	Quantity	Back Order	Shipped	Cost Per Item	Total
ICS Bins	50	0	50	$ 100.00	$ 5,000.00
				-	-
				-	-
				-	-
				-	-
Total Costs					**$ 5,000.00**

RECEIVED DATE **[MONTH/DAY/YEAR]** **[EMPLOYEE]**

SAMPLE

Worksheet 4

Other Service Invoice Summary

For [Month, Year]

Bill To:
[AIRLINE]
FILE [TBD]
Los Angeles, CA 90074-6416
Attn: [NAME]

Remit To:
Vendor A
[ADDRESS]
[CITY/STATE/ZIP]
Attn: [NAME]

Invoice No.: [#]
Invoice Date: [MONTH/DAY/YEAR]

Description Item	Quantity	Note	Cost Per Item	Total
Special Equipment Rental	1	4 Days	$ 1,000.00	$ 4,000.00
Sublet Repair	1	5 hours	200.00	1,000.00
			-	-
			-	-
			-	-
Total Costs				**$ 5,000.00**

SAMPLE

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract and that payment therefore has not been received.

[Name - Signature - Date]

SAMPLE

SCHEDULE 2-D
Budget Schedule

Calculations provided for illustrative purposes only

Table 1

ILLUSTRATIVE AMERICAN AIRLINES AND OTHER AIRLINES BAGGAGE ALLOCATIONS IN TERMINAL 4

Los Angeles International Airport

	Ref.	Illustrative FY 2026	
Checked baggage inspection system (CBIS) space costs			
Terminal Buildings Rate	[A]	$327.06	
CBIS space (a)	[B]	40,000	
Total	**[C=A*B]**	**$13,082,000**	
Baggage system O&M costs			
Preventative maintenance	[D]	$200,000	
Variable system costs	[E]	800,000	
Total (b)	**[=D+E]**	**$1,000,000**	
Inbound and outbound baggage systems space in T4 (c)			
American Airlines (a)	[F]	53,150	
Other airlines (a)	[G]	20,000	
Total	**[H=F+G]**	**73,150**	
American Airlines % of baggage system space in T4	[I=F/H]	*72.7%*	
Other airlines % of enplaned passengers in T4	[J=G/H]	*27.3%*	
Enplaned passengers (d)			
American Airlines	[K]	2,876,000	
Other airlines	[L]	506,000	
Total	**[M=K+L]**	**3,382,000**	
American Airlines % of enplaned passengers in T4	[N=K/M]	*85.0%*	
Other airlines % of enplaned passengers in T4	[O=L/M]	*15.0%*	
Baggage system costs allocated to American Airlines			
CBIS space costs	[P=C*I]	$9,505,000	
Preventative maintenance O&M costs	[Q=D*I]	145,000	
Variable system O&M costs	[R=E*N]	680,000	
Total	**[=P+Q+R]**	**$10,330,000**	**73.4% (e)**
Baggage system costs allocated to other airlines			
CBIS space costs	[S=C*J]	$3,577,000	
Preventative maintenance O&M costs	[T=D*J]	55,000	
Variable system O&M costs	[U=E*O]	120,000	
Total	**[V=S+T+U]**	**$3,752,000**	**26.6% (e)**
Overhead expense estimate (f)	[W=V*10%]	$375,000	
Baggage system allocated to other airlines and overhead costs	[X=V+W]	**$4,127,000**	

SAMPLE

(a) See Table 4.

(b) Bag system O&M costs provided as illustrative example only, numbers not actual. Assumes preventative maintenance equal to 20% of annual contract amount.

(c) Reflects portions of the baggage system illustrated not to be shared between American Airlines and other airlines that forms the basis for the allocation of fixed preventative maintenance O&M costs and CBIS space costs.

(d) See Table 5.

(e) Reflects the weighted average percent of baggage system O&M costs and CBIS space costs allocated on a fixed and variable basis.

(f) Overhead expenses will be reconciled by the City based on American Airlines actual expenses and variances to budget will be corrected by adjusting the following year overhead expense amount. Notwithstanding the above, American Airline's overhead may not exceed 10% of American Airlines actual direct expenses billed to the City.

Table 2

ILLUSTRATIVE CUSTODIAL COSTS ALLOCATION TO OTHER AIRLINES IN TERMINAL 4

Los Angeles International Airport

	Ref.	Illustrative FY 2026
Custodial costs (a)	[A]	$3,000,000
Holdroom space (b)		
American Airlines	[B]	33,811
Other airlines	[C]	5,967
Total	**[D=B+C]**	**39,778**
American Airlines % of holdroom space in T4	*[E=B/D]*	*85.0%*
Other airlines % of holdroom space in T4	*[F=C/D]*	*15.0%*
Custodial costs allocated to American Airlines	[G=A*E]	$2,550,000
Custodial costs allocated to other airlines	[H=A*F]	450,000
Total	**[I=G+H]**	**$450,000**
Overhead expense estimate (c)	[J=H*10%]	$45,000
Custodial costs allocated to other airlines and overhead	[K=H+J]	**$495,000**

SAMPLE

(a) Custodial costs are illustrative only and not based on actual costs.

(b) Custodial costs allocated to other airlines based on holdroom square footage that is fixed and does not change based on passenger traffic. Illustrative example of only, holdroom square footage shown for other airlines not actual.

(c) Overhead expenses will be reconciled by the City based on American Airlines actual expenses and variances to budget will be corrected by adjusting the following year overhead expense amount. Notwithstanding the above, American Airline's overhead may not exceed 10% of American Airlines actual direct expenses billed to the City.

Table 3

ILLUSTRATIVE LOADING BRIDGE COSTS ALLOCATION TO OTHER AIRLINES IN TERMINAL 4

Los Angeles International Airport

	Ref.	Illustrative FY 2026
Loading bridge O&M costs (a)	[A]	$2,000,000
Turns (b)		
American Airlines	[B]	48,000
Other airlines	[C]	2,000
Total	**[D=B+C]**	**50,000**
American Airlines % of turns in T4	*[E=B/D]*	*96.0%*
Other airlines % of turns in T4	*[F=C/D]*	*4.0%*
Loading bridge O&M costs allocated to American Airlines	[G=A*E]	$1,920,000
Loading bridge O&M costs allocated to other airlines	[H=A*F]	80,000
Total	**[I=G+H]**	**$80,000**
Overhead expense estimate (c)	[J=H*10%]	$8,000
Loading bridge O&M costs allocated to other airlines and overhead	[K=H+J]	**$88,000**

SAMPLE

(a) Loading bridge costs are illustrative only and not based on actual costs.

(b) Loading bridge O&M costs allocated to other airlines vary based on number of turns. Turns are illustrative only and not based on actual number of turns.

(c) Overhead expenses will be reconciled by the City based on American Airlines actual expenses and variances to budget will be corrected by adjusting the following year overhead expense amount. Notwithstanding the above, American Airline's overhead may not exceed 10% of American Airlines actual direct expenses billed to the City.

Table 4

ILLUSTRATIVE BAGGAGE SPACE IN TERMINAL 4

Los Angeles International Airport

	Level 1	Level 2	Level 3	Total
Terminal 4 baggage system space (a)				
ADP - Baggage Claim	45,185			45,185
ADP - Outbound Baggage System	139	65,769	2,057	67,965
Total	**45,324**	**65,769**	**2,057**	**113,150**
Illustrative space detail (b)				
Checked baggage inspection system				40,000
American Airlines				53,150
Other airlines				20,000
Total				**113,150**

(a) Baggage system space as shown on Terminal 4 drawing 20180004, dated 7/6/2018.

(b) Illustratrive space detail illustrates how space may be broken down if a portion is used by other airlines, numbers not actual.

SAMPLE

Table 5

ILLUSTRATIVE TERMINAL 4 ENPLANED PASSENGERS ESTIMATE

Los Angeles International Airport

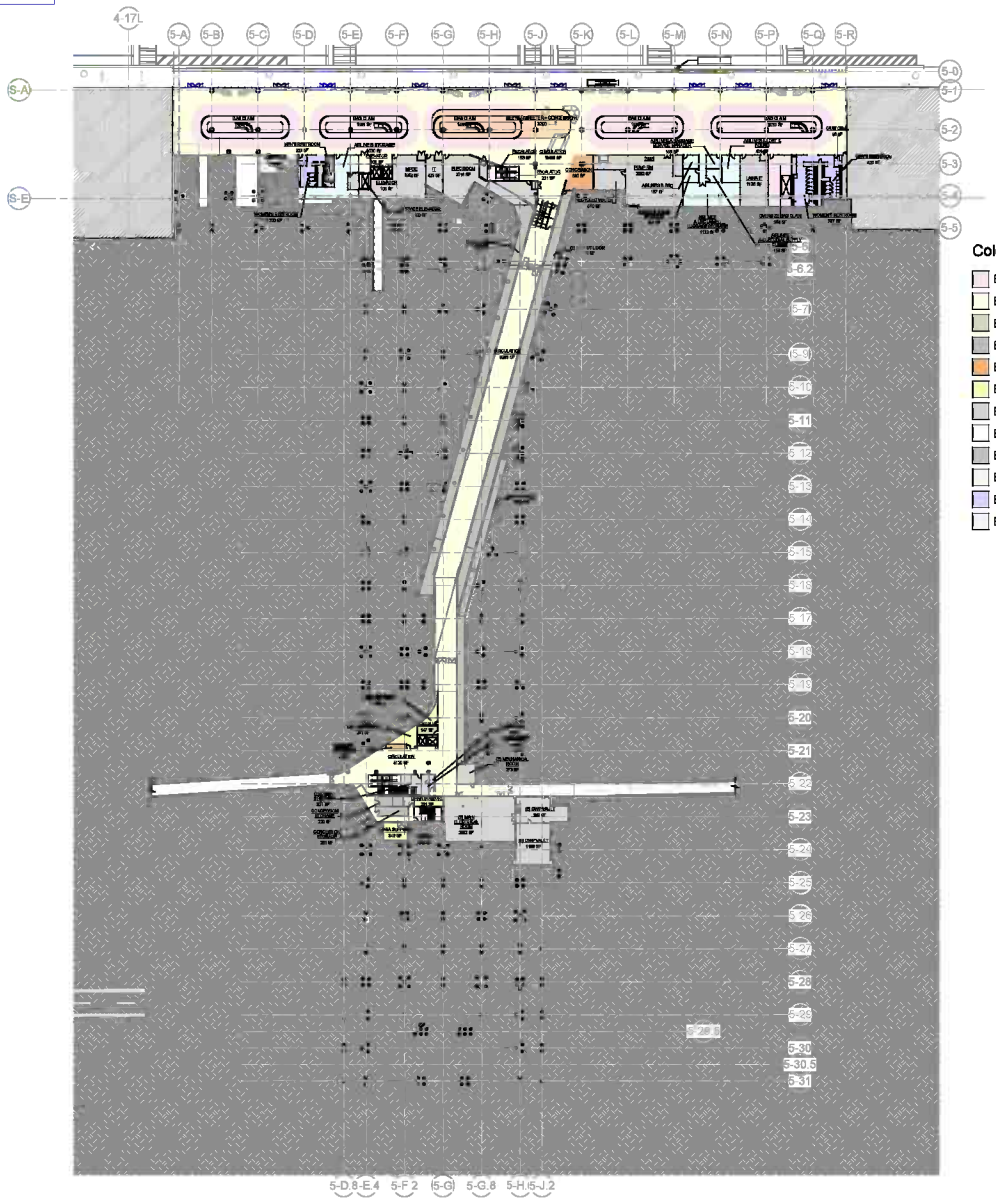
	Actual FY 2025	Illustrative FY 2026
Projected T4 enplaned passengers		
American Airlines (a)	2,762,604	2,876,000
Other airlines		
British Airways	-	310,000
Japan Airlines	-	196,000
Total (b)	-	506,000
T4 enplaned passengers	**2,762,604**	**3,382,000**

(a) FY 2026 T4 enplaned passengers estimated by applying year-over-year forecast growth in enplaned passengers used for the Series 2025ABC bonds to actual FY 2025.

(b) Illustrative example showing if British Airways and Japan Airlines operated from T4.

SAMPLE

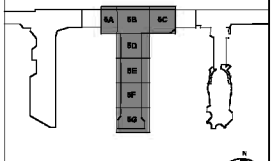
SCHEDULE 6: Terminal 5 End State Plans
(30% Development, subject to change)



1 LEVEL 01 OVERALL - PRESENTATION
1" = 40'-0"

GENERAL NOTES

KEY PLAN



HENSEL PHELPS
Plan. Build. Manage.

CORGAN

PROFESSIONAL SEAL

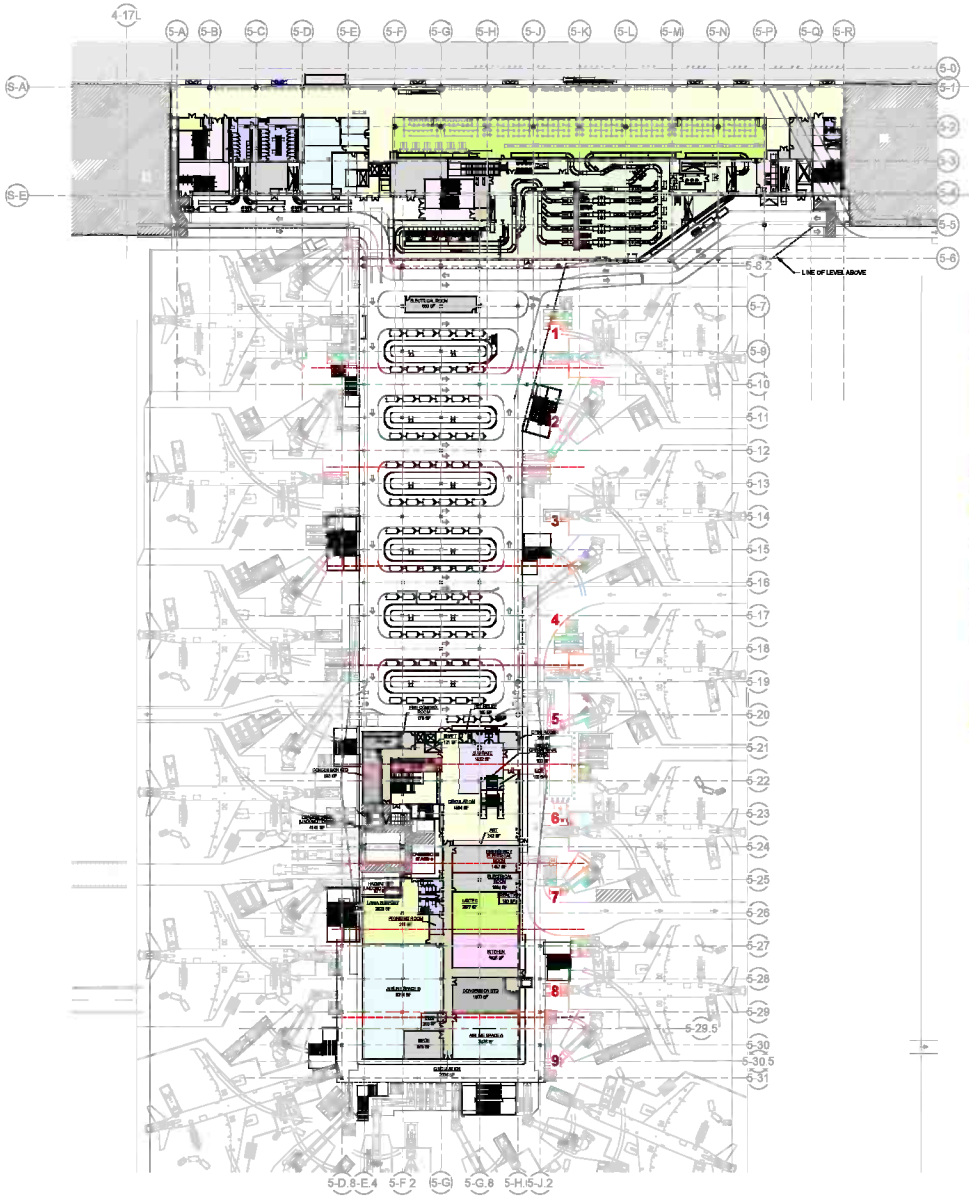
REVISIONS

ISSUES

LAWA
LAX VNY PMD

Los Angeles World Airports
LAX INTERNATIONAL AIRPORT TERMINAL & RENOVATION & RECONSTRUCTION
LEVEL 1 OVERALL PROGRAMMING PLAN - PRESENTATION

A99-01



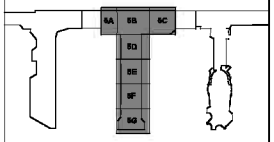
Color by Department

- AMENITIES
- BAGGAGE CLAIM
- BOD - AIRLINE OPERATIONAL SPACE
- BOD - BUS GATE
- BOD - CBIS / CBRA
- BOD - CIRCULATION
- BOD - CIRCULATION BOH
- BOD - CONC STORAGE
- BOD - KITCHEN
- BOD - LAWA SUPPORT SPACE
- BOD - LAXTEC
- BOD - MEP
- BOD - MEP (UNCONDITIONED)
- BOD - OFFICE
- BOD - RESTROOM
- BOD - SHAFT
- BOD - VERTICAL CIRCULATION
- BOH - EXTERNAL (LOADING DOCK)
- Fine Arts
- TICKETING

1 LEVEL 02 APRON OVERALL - PRESENTATION
1" = 40'-0"

GENERAL NOTES

KEY PLAN



HENSEL PHELPS
Plan. Build. Manage.

CORGAN

PROFESSIONAL SEAL

REVISIONS

ISSUES

LAWA
LOS ANGELES WORLD AIRPORTS

LAX VNY PMD

Los Angeles World Airports

LAX INTERNATIONAL AIRPORT TERMINAL & RENOVATION & REDEVELOPMENT

LEVEL 2 OVERALL PROGRAMMING PLAN - PRESENTATION

9301 WORLD WAY, LOS ANGELES, CA 90045

DESIGNED	SCALE	DATE
C:\LAX-14188	1" = 40'-0"	2/18/2015 11:49:01 AM

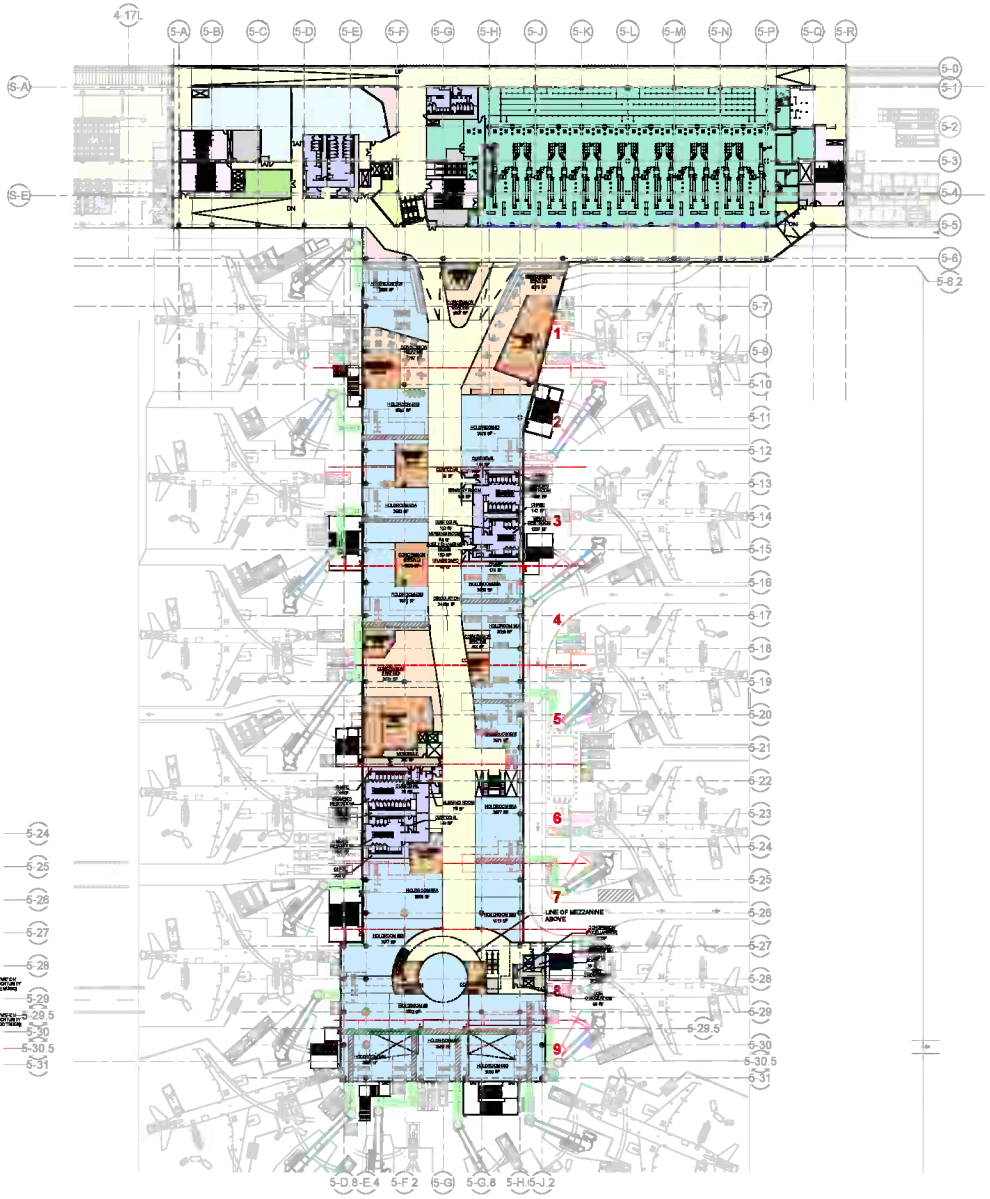
SUBMITTED BY

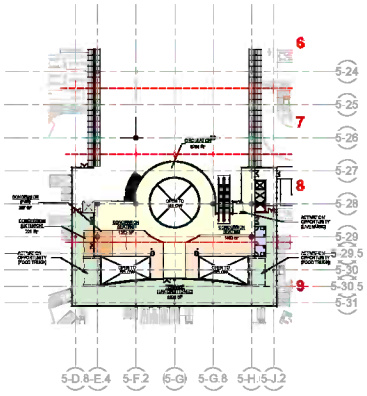
APPROVED BY

DRAWING NO.

A99-02

GENERAL NOTES





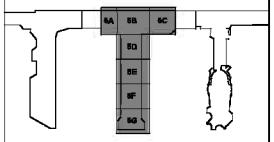
Color by Department

- AMENITIES
- BOD - CIRCULATION
- BOD - CIRCULATION BOH
- BOD - CONCESSION SEATING
- BOD - CONCESSIONS
- BOD - HOLDROOM
- BOD - LAWA SUPPORT SPACE
- BOD - LOUNGE
- BOD - MEP
- BOD - MEP (UNCONDITIONED)
- BOD - OFFICE
- BOD - RESTROOM
- BOD - SHAFT
- BOD - TSA
- BOD - UNASSIGNED
- BOD - VERTICAL CIRCULATION
- Fine Arts

② LEVEL 03M MEZZAN NE - PRESENTATION
1" = 40'-0"

① LEVEL 03 CONCOURSE OVERALL - PRESENTATION
1" = 40'-0"

KEY PLAN



HENSEL PHELPS
Plan. Build. Manage.

CORGAN

PROFESSIONAL SEAL

REVISIONS

ISSUES

LAWA
LOS ANGELES WORLD AIRPORTS

LAX
VNY
PMD

Los Angeles World Airports

LAX INTERNATIONAL AIRPORT TERMINAL & RENOVATION & REDEVELOPMENT

LEVEL 3 OVERALL PROGRAMMING PLAN - PRESENTATION

1 WORLD WAY, LOS ANGELES, CA 90045

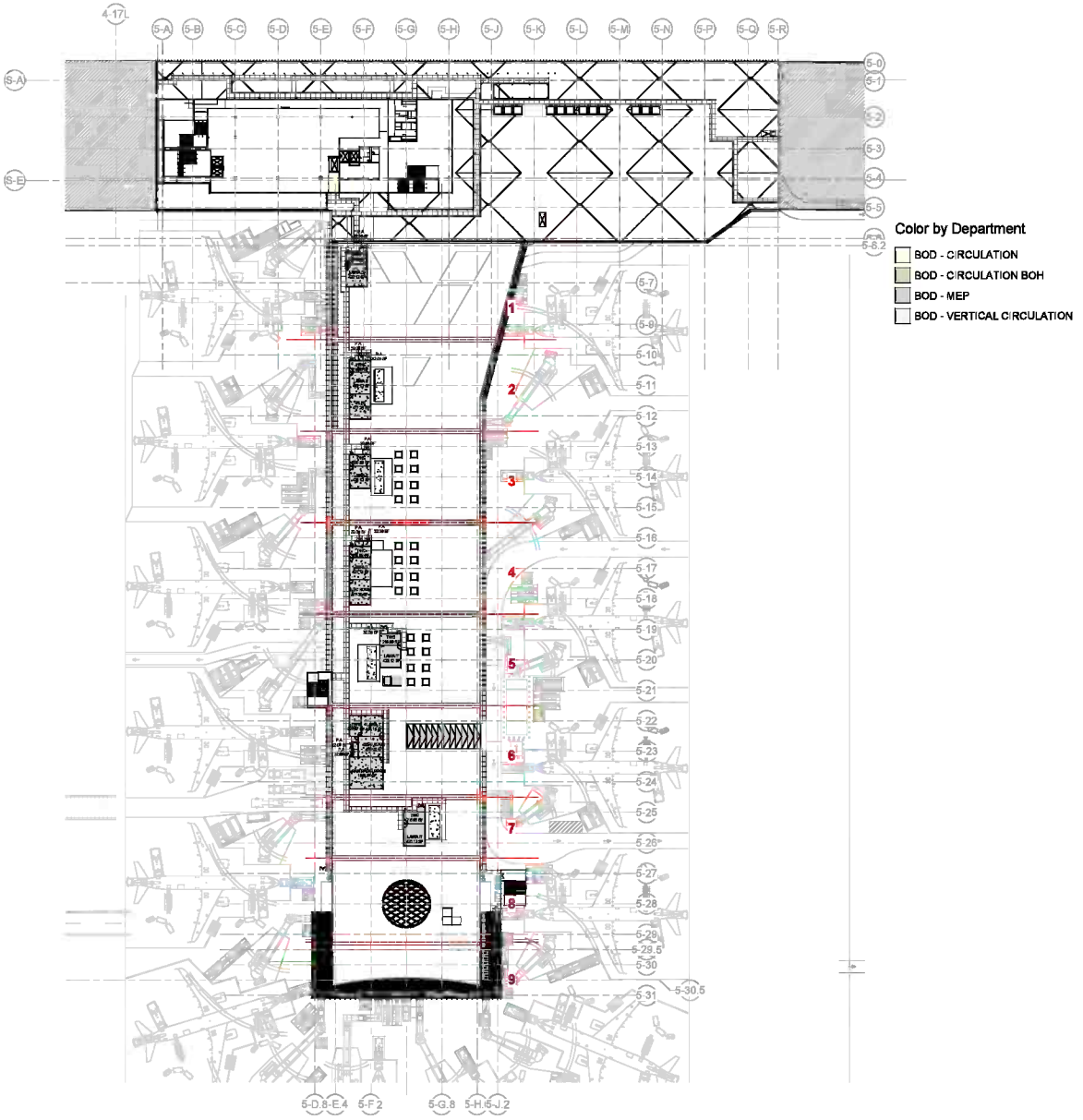
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SUBMITTED BY

APPROVED BY

DRAWING NO.

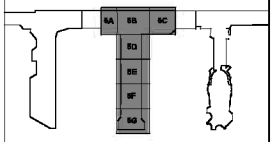
A99-03



1 LEVEL 04 HH PENTHOUSE OVERALL - PRESENTATION
1" = 40'-0"

GENERAL NOTES

KEY PLAN



HENSEL PHELPS
Plan. Build. Manage.

CORGAN

PROFESSIONAL SEAL

REVISIONS

ISSUES

LAWA

LAX VNY PMD

Los Angeles World Airports

LAX INTERNATIONAL AIRPORT TERMINAL & RENOVATION & RECONSTRUCTION

LEVEL4 OVERALL PROGRAMMING PLAN - PRESENTATION

[illegible]

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A99-04

SCHEDULE 7A



TBIT South Wing

Terminal 4

Terminal 4.5
& Taxilane C9

2. TBIT South Wing - Gates 151, 153, 155, 159A & 159B
- TBIT Gate 159 Restriping
- AA Apron Equipment

3. TBIT South Wing - Level 3
- AA BOH Offices

4. TBIT South Wing - Level 4
- TBIT AA Club
- TBIT Wheelchair/MiniOps/Customer Care

5. T4 - Level 1
- AA BOH Offices
- T4 Deactivated FIS
- T4 Public Accessible Offices

6. T4 - Level 2
- T4 Bus Gate
- T4 Ticketing
- AA BOH Offices
- T4 Inbound Baggage Line

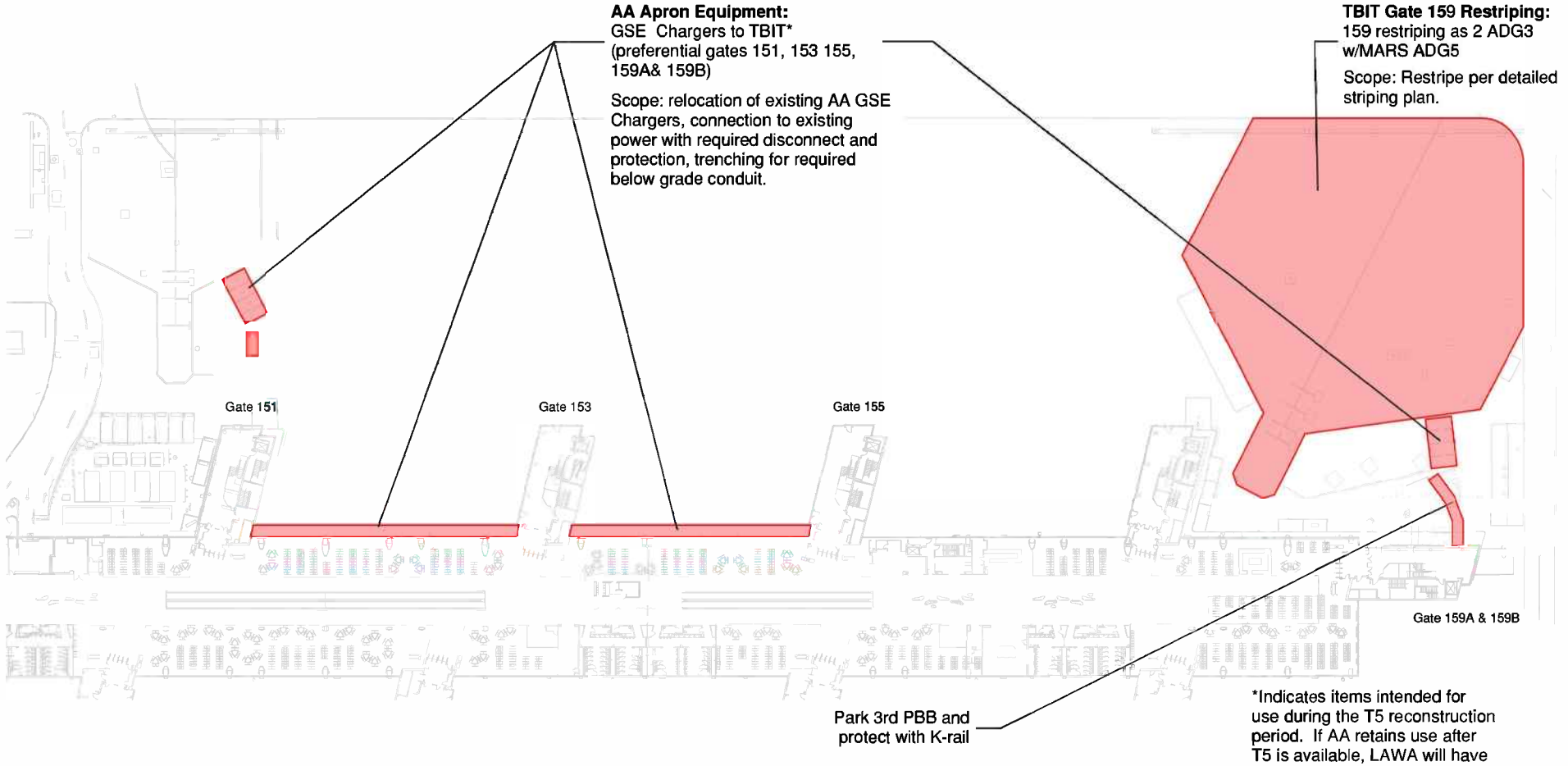
7. T4 - Levels 3 & 4
- AA BOH Offices

8. T4.5 - Level 3, 4 & 5
- Temporary Credit Union
- AA BOH Offices

9. Taxilane C9 Temp BHS Piers, Fire Water Line & Trailers
- T4 Outbound Baggage
- Fire Water Line
- T4/T5 Trailer removal & reconfiguration

N

1: OVERALL SITE PLAN



2: TBIT SOUTH WING - GATES 151, 153, 155, 159A & 159B

AMERICAN AIRLINES LEASE DOCUMENT

1" = 80'-0"

LAWA CONFIDENTIAL DRAFT FOR DELIBERATIVE PURPOSES ONLY

LAWA HOK ARUP

Base scope includes new finishes (paint, flooring, ceiling tiles), power and data upgrades as needed, relocation of existing furniture and equipment and tenant move-in. Additional engineering is required at multiple locations including but not limited to Mechanical, Plumbing, Fire Alarm, and Fire Suppression.

Proposed AA Facilities Maintenance
(1,493sf, Rm: 3S3-05A/F)

Base scope.

Proposed AA Ramp Ops Area
(4,254sf, Rm: 3S3-05B)
Tenant spaces include Breakroom, Office, Workstations, Shared Conference Room, Grab N Go (Avanti Marketplace) Equipment Office, Men and Women's Locker rooms.

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications & new faucet/sink, separate circuits for vending machines and kitchen equipment, new millwork.

AA Customer Care
372sf, Rm: 3S4-07)

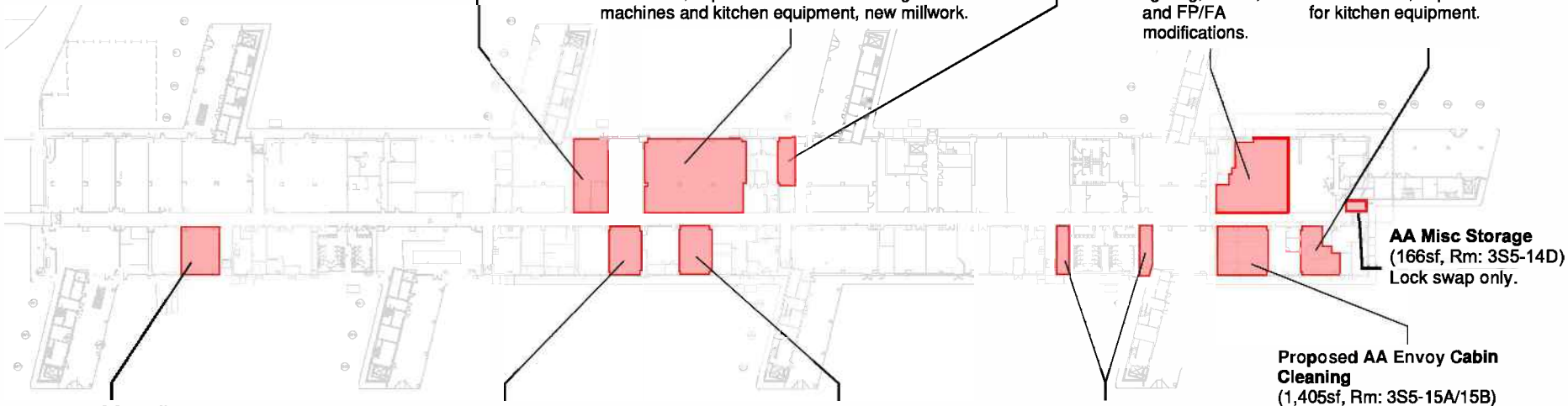
Base scope

AA Tech Ops
2,617sf, Rm: 3S5-14A/14B/14C)
Renovations to existing space

Base scope plus new partitions and doors, lighting, HVAC, and FP/FA modifications.

Swissport Office, Breakroom & AA Taxi Tow Office
(896sf, Rm: 3S5-15D)

Base scope plus new partitions and doors, lighting, HVAC, and FP/FA modifications, new faucet/sink, new millwork, separate circuits for kitchen equipment.



AA Misc Storage
(166sf, Rm: 3S5-14D)
Lock swap only.

Proposed AA Facilities Maintenance
(1,066sf, Rm: 3S2-18A)
Workshop

Base scope.

Proposed AA Tech Ops
(936sf, Rm: 3S3-06D)
Stores and Work Area

Base scope plus TBD additional scope.

Proposed AA Club Prep Area
(915sf, Rm: 3S3-06F)
Sink, Dishwasher/ Prep-Area, etc., Liquor Cage, Break Area (4 persons), Storage, Refrigerator

Base scope plus new faucet/sink, new millwork, separate circuits for kitchen equipment.

Proposed AA Facilities Maintenance
AA IDF & Storage
(316sf, RM: 3S5-21)
Ramp Ops
Equipment Check in
(328sf, Rm: 3S5-17)

Base scope.
IDF scope includes full comm build out of AA IDF up until AA rack and stack.

Proposed AA Envoy Cabin Cleaning
(1,405sf, Rm: 3S5-15A/15B)

Base scope plus new partitions and doors, lighting, HVAC, and FP/FA modifications

*Indicates items intended for use during the T5 reconstruction period. If AA retains use after T5 is available, LAWA will have no residual responsibilities for removal & restoration; new lease required.

Wayfinding changes as required

N

3. TBIT SOUTH WING - LEVEL 3

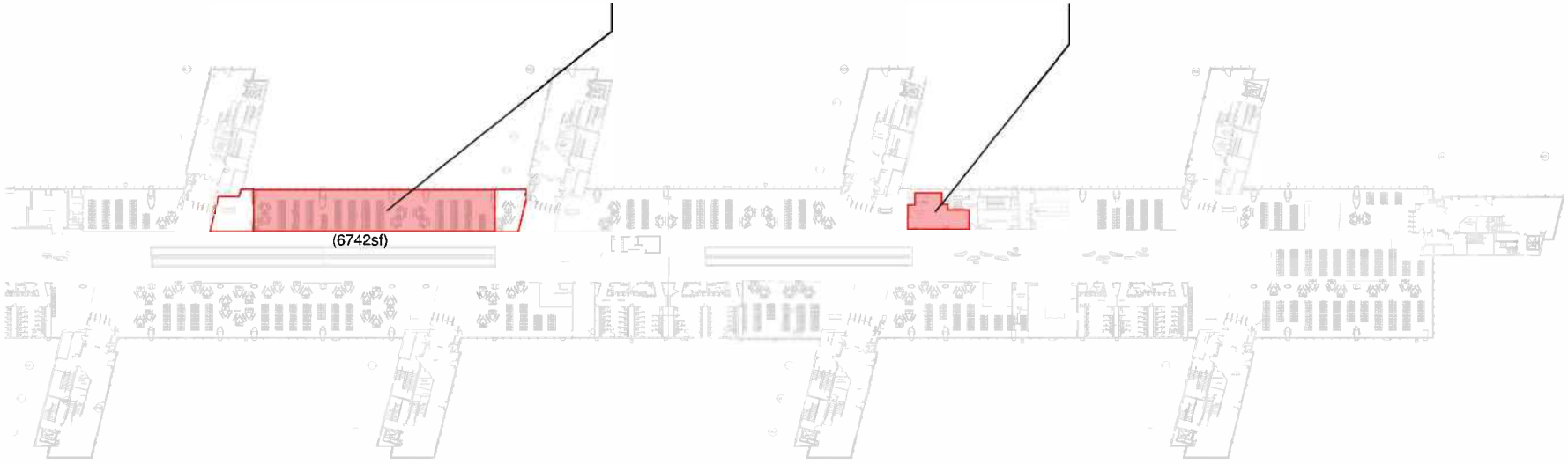
Base scope includes new finishes (paint, flooring, ceiling tiles), power and data upgrades as needed, relocation of existing furniture and equipment and tenant move-in.

TBIT* AA Club:
(4,720sf maximum, Rm: unk)
Portion of Gate 151 Holdroom seating (not fully enclosed)*

Base scope plus new partial height partitions.

TBIT* Wheelchair/ MiniOps/ Customer Care:
(875sf, Rm: 4S4-03)
TBIT South former Duty Free concession

Base scope plus new partitions / doors lighting, HVAC, and FP/FA modifications, and possible relocation of existing AED or FEC.



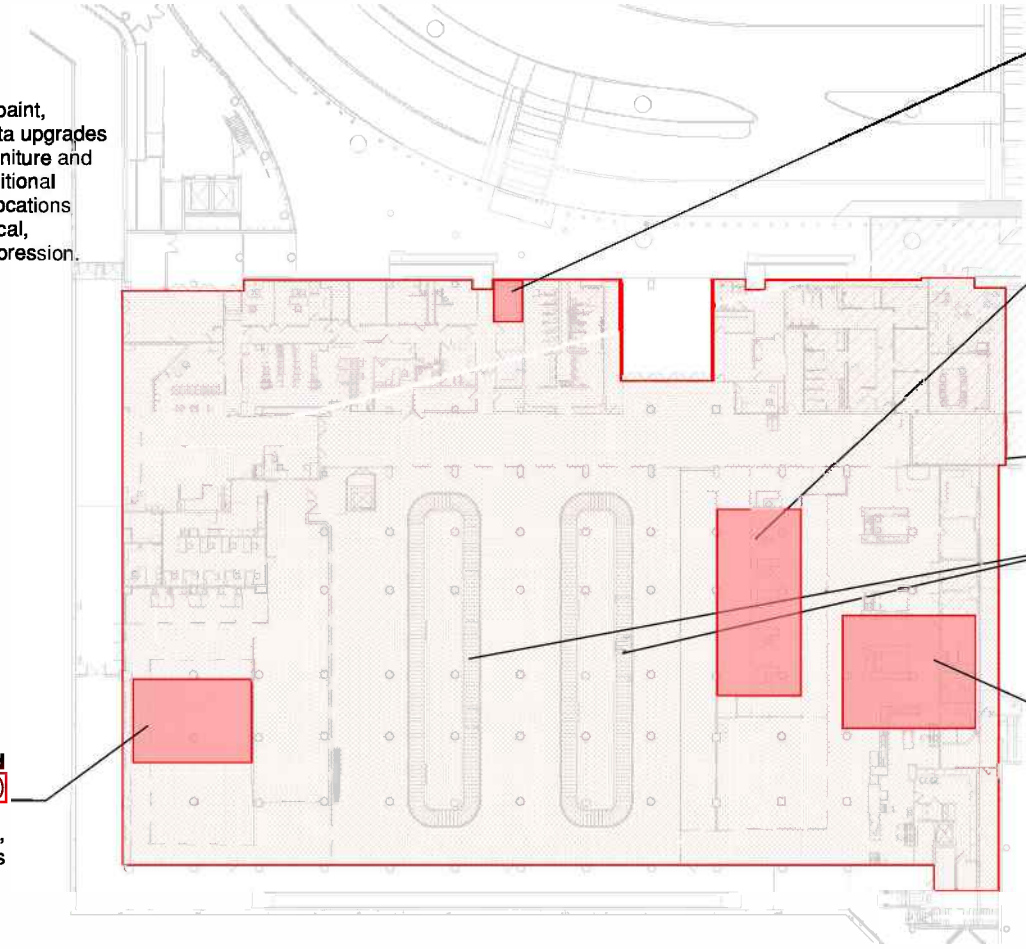
*Indicates items intended for use during the T5 reconstruction period. If AA retains use after T5 is available, LAWA will have no residual responsibilities for removal & restoration; new lease required.

Wayfinding changes as required

N

4. TBIT SOUTH WING - LEVEL 4

Base scope includes new finishes (paint, flooring, ceiling tiles), power and data upgrades as needed, relocation of existing furniture and equipment and tenant move-in. Additional engineering is required at multiple locations including but not limited to Mechanical, Plumbing, Fire Alarm, and Fire Suppression.



Proposed AA Mother's Room
(133sf)

Base scope, plus TBD additional scope

OA Offices:
(3,015sf)
Spaces for OneWorld Alliance partner airlines

Base scope, TBD additional scope

T4 Former FIS:
Securing CBP area in T4 FIS Claim

2 Bag Claim Carousels
to be activated by AA.
No Construction scope.

Proposed AA BSO Manager and AA Lost & Found
(1307sf)

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications

Proposed AA Medical, AA Drug & Alcohol, and EAP Offices
(1548sf)

Rework of existing spaces and building out new spaces.
(597sf)

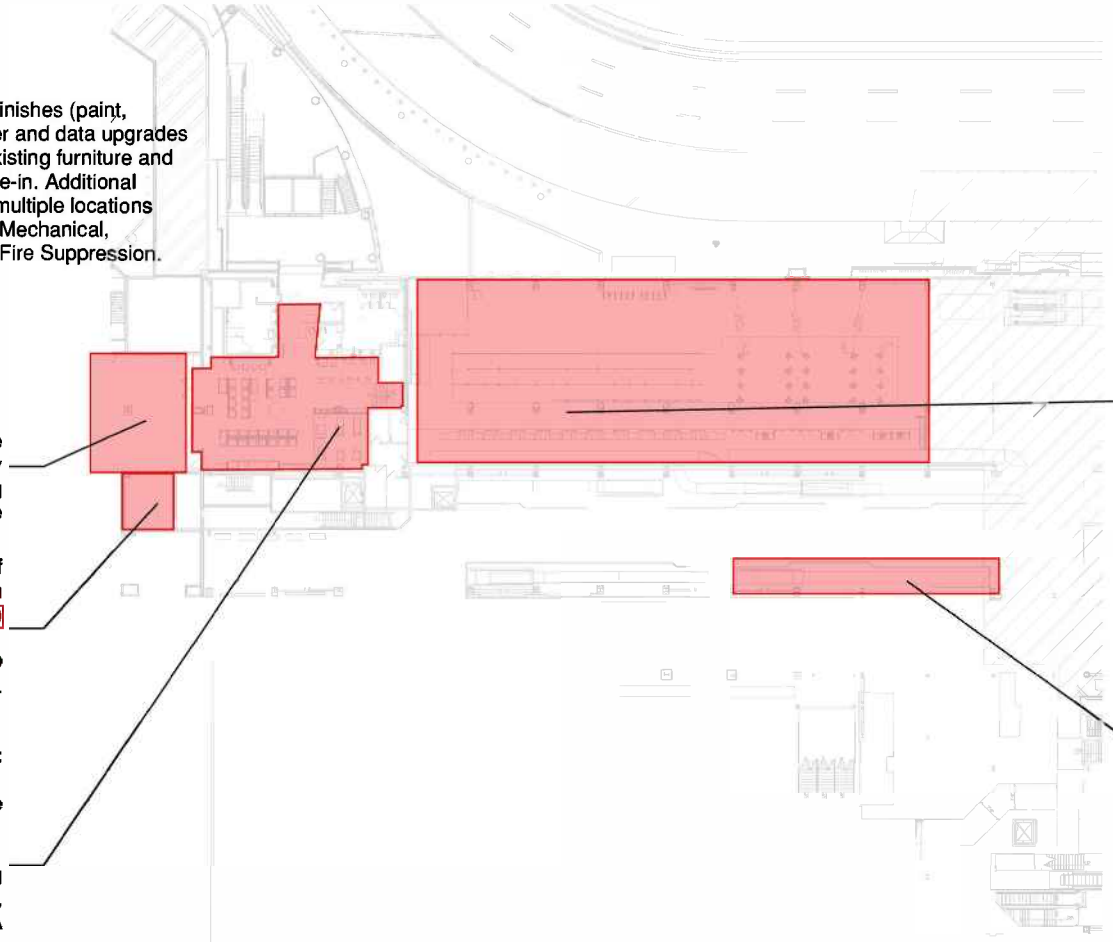
Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications

5. T4 - LEVEL 1

Wayfinding changes as required

N

Base scope includes new finishes (paint, flooring, ceiling tiles), power and data upgrades as needed, relocation of existing furniture and equipment and tenant move-in. Additional engineering is required at multiple locations including but not limited to Mechanical, Plumbing, Fire Alarm, and Fire Suppression.



T4 Bus Gate:
Re-activate bus gate near gate 41 to allow for better mobility for connecting pax, including current pilots lounge

Ramp Ops Crew Chief Ready Room
(306sf)

Base plus additional TBD scope.

T4 Ticketing:
(2,555sf - entire space)
T4 West Lobby ramp to bus gate near gate 41

Base scope plus demo of existing partitions to remove existing room, lighting, HVAC and FP/FA modifications as needed, new ramp

T4 Ticketing:
T4 West Lobby Oversized outbound Screening Room

T4 Ticketing:
(9,242sf - entire space)
T4 West Lobby Temporary SSCP lanes

Base scope plus relocation of 2 existing T5 SSCP checkpoint lanes equipment and furniture.

T4 Inbound Baggage Line:
T4 FIS bag claim; shortening of a load belt (B2) to allow tug operations to feed

6. T4 - LEVEL 2

Wayfinding changes as required

N

AA BOH Offices:
Relocating T5 Spaces into T4

Base scope includes new finishes (paint, flooring, ceiling tiles), power and data upgrades as needed, relocation of existing furniture and equipment and tenant move-in. Additional engineering is required at multiple locations including but not limited to Mechanical, Plumbing, Fire Alarm, and Fire Suppression.

AA Customer Care Breakroom and Locker Room addition & T5 Corporate Security Office.
(5,550sf)

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications & new faucet/sink, separate circuits for kitchen equipment, new millwork.

AA Customer Care Training Room w/ 20 Work Stations & Premium Services Breakroom
(1570sf)

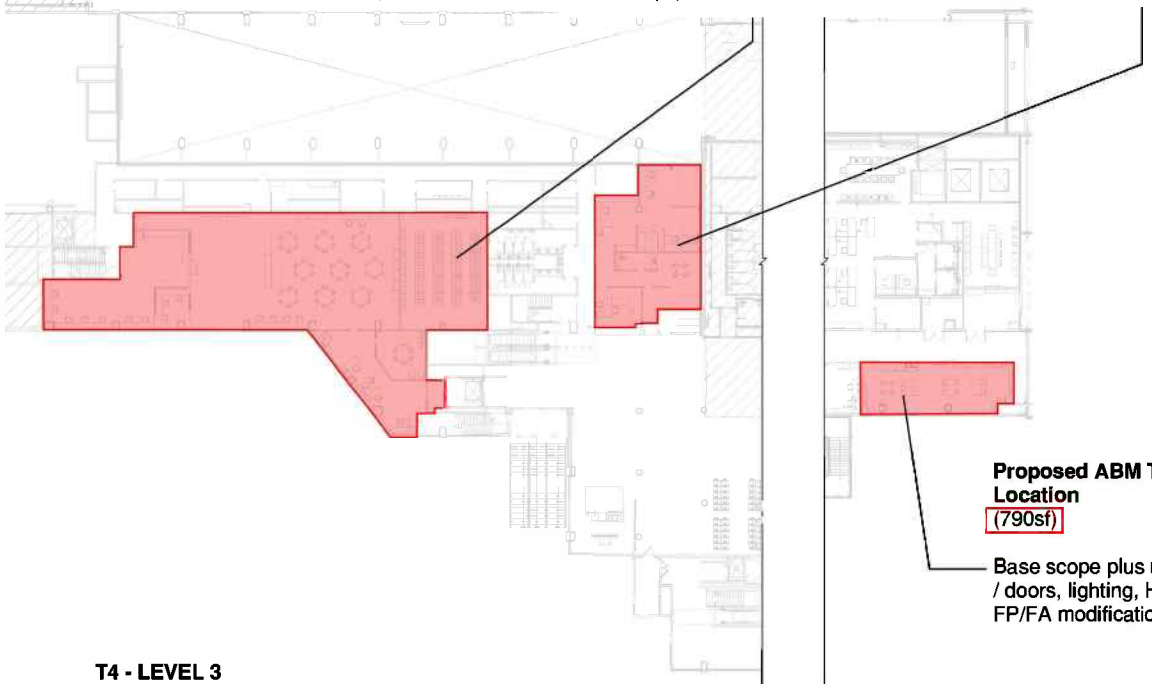
Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications, new millwork.

AA Inflight Services:
(1601sf)
Impacts to accommodate Premium Services

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications, new millwork.

AA Premium Services:
(1125sf)
Relocating T5 Spaces into T4

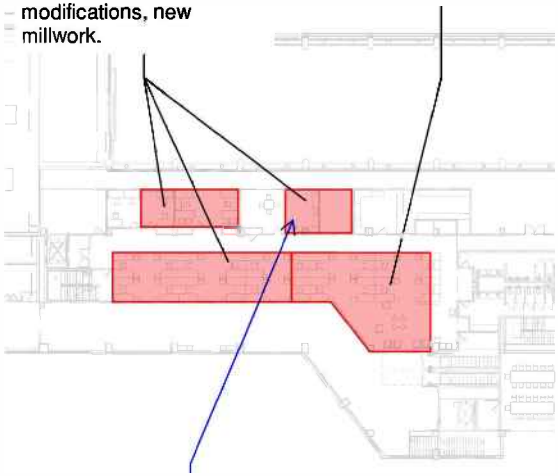
Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications, new millwork.



Proposed ABM Temporary Location
(790sf)

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications.

T4 - LEVEL 3



Inflight Layout differs, from this graphic.

T4 - LEVEL 4

7. T4 - LEVEL 3 & LEVEL 4

Wayfinding changes as required

N

Base scope includes new finishes (paint, flooring, ceiling tiles), power and data upgrades as needed, relocation of existing furniture and equipment and tenant move-in. Additional engineering is required at multiple locations including but not limited to Mechanical, Plumbing, Fire Alarm, and Fire Suppression.

Proposed Envoy
(832sf)
Office, iPad/Coach & Break Room

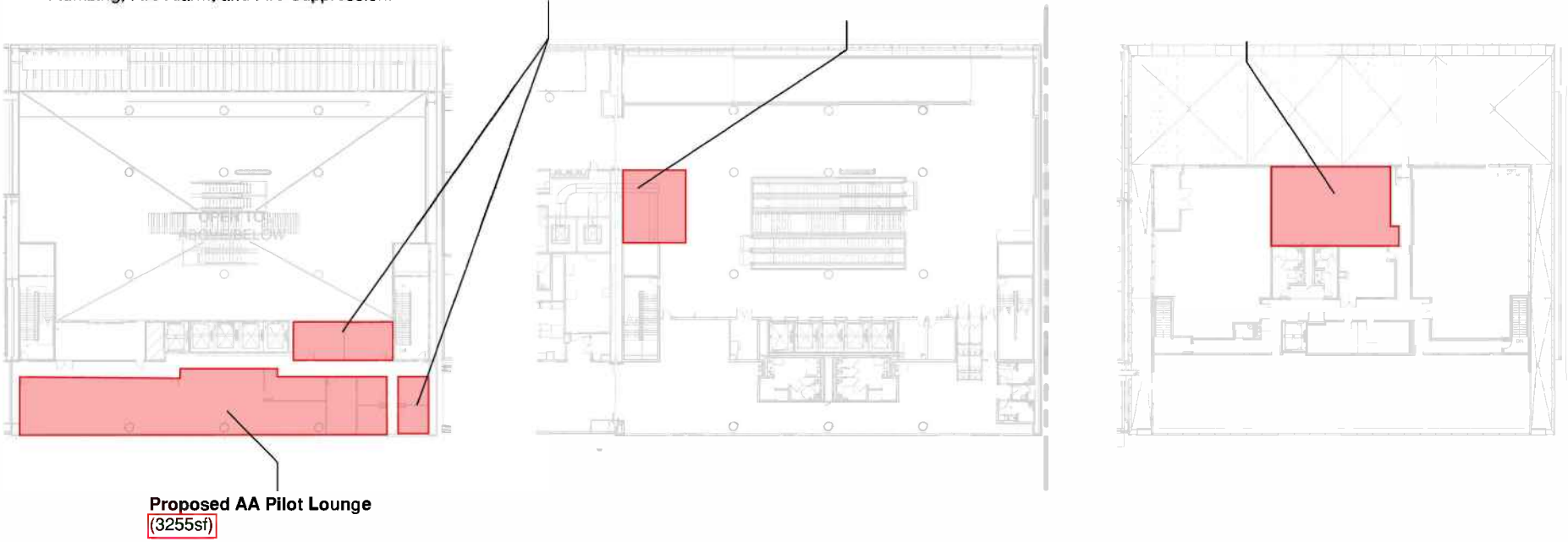
Base scope

Temporary AA Credit Union
(753sf)

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications.

AA IT and AA CRE Offices:
(1402sf)

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications.



Proposed AA Pilot Lounge
(3255sf)

T4.5 - LEVEL 3

Base scope plus new partitions / doors, lighting, HVAC, and FP/FA modifications.

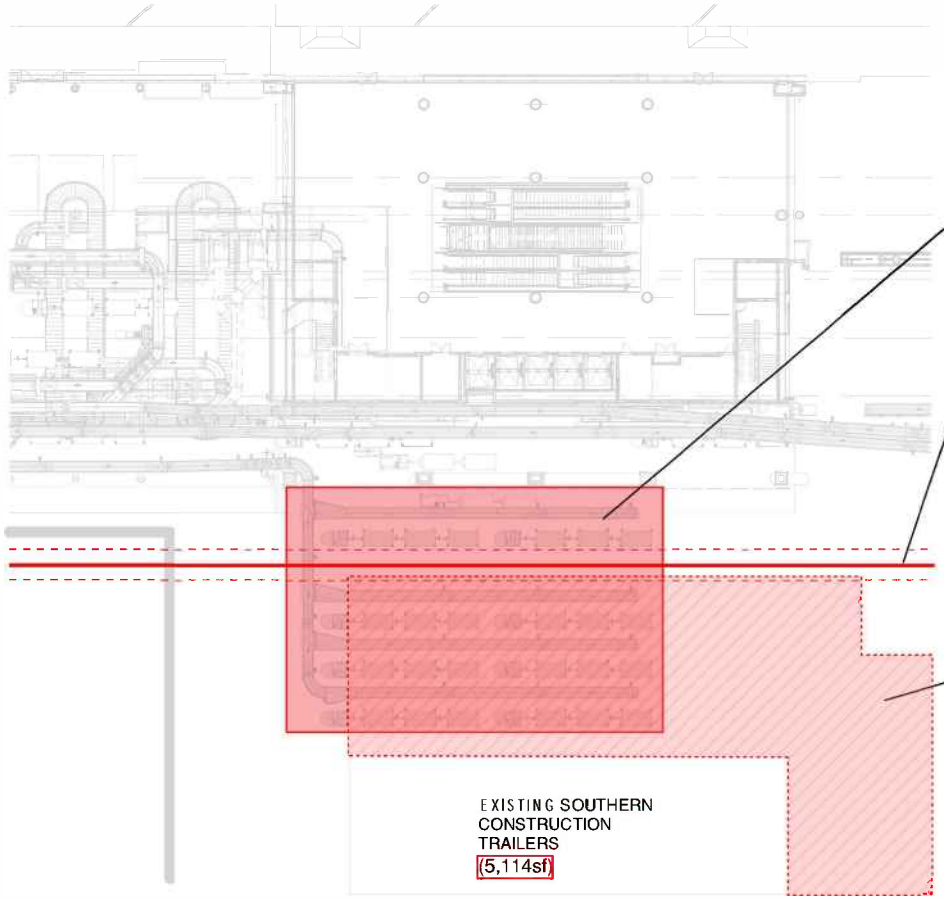
T4.5 - LEVEL 4

T4.5 - LEVEL 5

8. T4.5 - LEVELS 3, 4, & 5

Wayfinding changes as required

N



T4 Outbound Baggage:
(9,525sf)
Additional temporary piers

Tie into Existing BHS line, install New temporary piers

Fire Water Line:
Install fire water line from T4 to T5 tail limit line

Required trenching and patch back for fire water line installation.

T4/T5 Trailer removal:
Remove trailers located between T4/T5, restore pavement west of new T5 Tail Limit Line.

Revise and update power and data feeds fed from T5 to feed only from T4.

9. TAXILANE C9 TEMP BHS PIERS, FIRE WATER LINE & TRAILERS

N

LOS ANGELES WORLD AIRPORTS

Schedule 7A (Addendum)

October 8, 2025

Via Email
David.Anderson@aa.com

David J. Anderson
American Airlines, Inc.
Attn: Corporate Real Estate
MD 8E100
1 Skyview Drive
Fort Worth, TX 76155

Re: Notice of Temporary Relocation – American Airlines Inc. (AA), Terminal 5 at Los Angeles International Airport (LAX / Airport Facility), LAA-9037

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

Vanessa Aramayo
Courtney La Bau
Victor Narro
Nicholas P. Roxborough
Valeria C. Velasco

John Ackerman
Chief Executive Officer

Dear Mr. Anderson,

The City of Los Angeles, through Los Angeles World Airports (LAWA) in its capacity as owner and operator of Los Angeles International Airport (LAX), has determined that Terminal 5 is at the end of its useful life. LAWA plans to demolish, reconstruct, and completely rebuild Terminal 5 on the same site, as well as reconstruct the surrounding aircraft apron.

The purpose of the Project is to provide a modern terminal facility that does the following:

- improves the passenger and employee level of service at holdrooms, restrooms, employee spaces, concessions facilities, check in, security screening checkpoint, and baggage handling facilities;
- improves energy efficiency, achieves, a minimum Leadership in Energy and Environmental Design® (LEED) Silver certification, meets the latest seismic standards and structural safety in accordance with the California Building Standards Code and American Society of Civil Engineers standards; and complies with the LAWA Sustainable Design and Construction Policy; and
- provides improved facilities for use during the 2028 Los Angeles Olympic Games.

To ensure the safety and security of passengers and employees during construction, as well as to support an aggressive completion schedule ahead of the 2028 LA Olympic Games, the existing T5 must be vacated completely prior to start of demolition.

To support this effort, LAWA has determined that AA may temporarily gate in and process through Tom Bradley International Terminal (TBIT) instead of T5. LAWA staff are actively collaborating with AA staff to establish the operating space and gate requirements, which will be documented in the Fifth Amendment to the Terminal Facilities Lease and License Agreement, which is expected to be

presented to LAWA BOAC on October 16, 2025. This correspondence serves as an official communication to confirm the following dates:

- 10/28/2025 by 0400: AA to cease operations in T5. After this time, access to T5 will be limited and must be coordinated with T5 project team.
- 11/2/2025 by 2200: AA to fully vacate all spaces in T5, with the exception of the Club. No access to other areas in T5 will be allowed after this time.
- 11/4/2025 by 2200: AA to vacate the Club. No access to all areas in T5 will be allowed after this time.

We appreciate your continued cooperation and support in this important LAWA initiative. Please feel free to reach out to us with any questions or concerns.

Christine Kalamaros
Director - Terminals Leasing
Los Angeles World Airports

Hans Thilenius
Deputy Executive Director, TDIP
Los Angeles World Airports

Ec: Reshma Soni, American Airlines
Robert Oppel, LAWA
Inez Wade, LAWA
Marla Bleavins, LAWA
Doug Webster, LAWA

SCHEDULE 7B: INTERIM T5 AA MOVES - SCOPE RESPONSIBILITIES
9-Oct-25

General Notes:

- AA must cease operations and vacate T5 no later than dates provided in the Notice of Temporary Relocation letter sent on 10/08/2025, as coordinated with AA and LAWA Project Team, pursuant to Schedule 7A (Addendum).
- AA must engage in separate and future agreement with LAWA Commercial for use of spaces after the opening of T4 and T5. This document is only intented to outline the condition of spaces as interim moves during the closing of T5.
- All work added to the T4/5 MP project shall be permitted as "permanent" to eliminate risk of extending permit closure. No impacts to T4/5 MP project schedule or budget will be covered by LAWA.

Scope	Scope Detail or Location	LAWA Project Responsibilities (PM, D & C)	American Project Responsibilities (PM, D & C)	Additional Detail	Financial Responsibility			
					LAWA via other project or solicitation	AA Via T4/5 MP Non Proprietary Costs	AA Proprietary Costs (i.e. AA OpEx Costs)	LAWA via T4 BHS Project
AA Staff & Services	AA PM and Move Coordinator Feb to Nov. 2025	None	Yes, as needed per AA internal processes	AA to manage coordination of move communications to internal team. AA to pack or protect, label, and unpack all belongings and moveable equipment. Ie file cabinets, copy machines, computers, monitors, documents, etc.	None	None	All	None
	AA IT Services and Staff; Equipment and IT Commissioning	None	Yes, as needed per AA internal processes	AA to provide, install, and commission all equipment (computers, etc.) to final useable configuration. LAWA will move equipment, provide pathways (conduit and wire) and install AA provided cameras for temp locations only. AA will commission.	None	None	All	None
	AA Third Party Support	None	Yes, as needed per AA internal processes	Extension of AA staff to support AA transition from T5 to T4/TBIT.	None	None	All	None
Permit Use	Impacts to T4/5 MP Schedule, Budget, and LEED Certification	None	All, if Any	LAWA will leverage existing AA T4/5 MP permit to support agreed schedule for interim builds.	None	All	None	None
T4 FIS Bag Claim	Enhance entrance to Bag Claim from Curb - glass doors for customer experience and accessibility	None	Yes, as needed per AA internal processes		None	None	Only if AA determines this is required	None
TBIT Holdroom	Gate 159 modify for two separate gate boarding positions (add'l counters with computers). Moveable stanchions at AA's option.	All	None	LAWA will move common use counter from T5 to TBIT. LAWA will provide 1 additional SITA common use station at counter. LAWA will not provide AA proprietary network to counter. LAWA to assist AA to provide an operational solution to board both gates at the same time.	All	None	None	None
T4/T5 Trailer removal	Remove trailers located between T4/T5, restore pavement west of new T5 tail limit line	None	All	AA to perform total scope of work including moves.	None	All	None	None
	Install fire water line from T4 to T5 tail limit line	None	All	AA to perform total scope of work.	All, via AA South Terminal Power and Fire Water project	None	None	None

T4 West Ticketing	T4 West Lobby Ticket Counters, Kiosks and Flight Information Screen 20 Full Service common use positions (aka 10 double ticket counters) , plus 5 common use kiosks & 7 AA kiosks This shall be used by AA, BA & JAL. IF BA and JAL are not available, AA shall facilitate in assisting LAWA to find, manage and procure another airline partner from TBIT.	LAWA to design and build	Management of PGAL to ensure design intent meets LAWA's requirements	LAWA to design, build, and commission temp facility.	None	Project Management and applicable PGAL and HP Costs	None	All except as noted otherwise
	T4 West Lobby Oversized outbound Screening Room (if necessary)	All	All labor to transport bags after screening in lobby to ramp	LAWA to design, build, and commission temp facility. Depending on TSA procedures, AA may be required to have OS bags transported to the T4 East OS Screening Room LAWA to provide space for TSA OS operation to minimum TSA / APD requirements.	None	None	All labor to transport bags after screening in lobby to ramp Portering of OS Bags to T4 East Check-In Lobby	All except as noted for "AA Proprietary Costs"
	T4 West Lobby two (2) SSCP lanes which are relocated from T5 *Note: This shall not be available until after the closure of T5 for reconstruction, because Screening lane machines need to be relocated after the closure of T5*	All	None	LAWA to design, build, and commission temp facility. LAWA to provide two lane checkpoint to minimum TSA / APD requirements.	None	None	None	All
	T4 West Lobby ramp to bus gate near gate 41.	All	None	LAWA to design, build, and commission temp facility. LAWA to provide ADA compliant pathway between 2 lane TSA Checkpoint and Re-opened Bus Gate near Gate 41	None	None	None	All
T4 Outbound Baggage	Additional dust and water repellent (IP64 standard) temporary piers	All. Baggage modifications only.	Connection line from T4 to new piers; move water line inside T4 bag room	LAWA to design, build, and commission temp facility. 4 temp outbound sortation piers to be provided with canopy coverage that does not require code compliant sprinklers and lighting. Piers to be removed by T4BHS at AA T4 Phase 2 completion to allow AA work under T4/5 MP to proceed in area.	None	Connection line from T4 to new piers; move water line inside T4 bag room	None	All except as noted for "AA via T4/5 MP"
	Re-activate bus gate near gate 41 to allow for better mobility for connecting pax, including current pilots lounge. This Bus Gate does not become active until T4West Headhouse construction completion and activation of 2 SSCP lanes.	All	None	LAWA to design, build, and commission temp facility. LAWA to operate and manage bussing operation.	None	None	Commissioning	All except as noted for "AA Proprietary Costs"

T4 Bus Gate	Pilots Lounge to T4.5 Core (LAWA space); Note move from T4.5 Core to final location in T4 is excluded	Interim Move to T4.5 Core only	Restoration of Interim Pilots Lounge & End State Move Only AA to restore T4.5 Core when Interim Pilots lounge is vacated.	LAWA to design, build, and commission temp facility in the T4.5 Core. AA to decommission and commission AA equipment. AA to furnish and install any additional FFE not being relocated from existing Gate 41 Pilot's Lounge facility.	None	End State Pilots Lounge at T4 mid-concourse mezz and restoration of former Pilots Lounge area near Gate 41.	Move from T4.5 Core to End State location	T4.5 Core buildout, and move to T4.5 Core, and restoration of T4.5 Core only
TBIT Gates	G159 restriping as 2 ADG3 w/MARS ADG5	All	None	LAWA to design, stripe, and commission MARS configuration.	All	None	None	None
	AA Proprietary Cameras	Power, cabling, and installation of AA provided cameras.	Provide cameras and commissioning.	Add AA preferential cameras on preferential gates at TBIT (151, 153, 155, 159A/B). Refer to AA equipment and IT commissioning description in AA Staff and Services section above.	All except as noted for "AA Proprietary Costs"	None	None, except equipment decommissioning and commissioning	None
T5 Ticketing	AA Furniture & AA Equipment in T5	All, except equipment decommissioning and commissioning	None, except equipment decommissioning and commisioning	Removal of FFE in T5 is covered in the moves to other locations. Refer to AA equipment and IT commissioning description in AA Staff and Services section above.	All except as noted for "AA Proprietary Costs"	None	None, except equipment decommissioning and commissioning	None
T4 FIS Bag Claim	T4 FIS bag claim; shortening of a load belt (B2) to allow tug operations to feed	All, except operational responsibilities	None	LAWA to design, build, and commission temp facility. Restoration to FIS to be separate and future agreement.	None	None	Operational Responsibilities	All
T4 FIS	Securing CBP area in T4 FIS Claim	Agreement and any changes; removal & restoration at end of use as agreed with CBP	Operational Responsibilities	Restoration to FIS to be separate and future agreement. Operational responsibilities to include SIDA line guard.	None	None	Operational Responsibilities	All except as noted for "AA Proprietary Costs"
T4 Public Assessible Offices	T4 temporary BSO Manager, OA Offices, Lost & Found, Bag Storage, AA Medical Drug Testing & Clinic	All except Operational Responsibilities	Operational Responsibilities	LAWA to design, build, and commission temp facility. AA to decommission and commission AA equipment.	None	None	Operational Responsibilities Decommissioning and Commissiong of AA Equipment	All except as noted for "AA Proprietary Costs"
	T4 temporary AA Credit Union	All except Operational Responsibilities	Operational Responsibilities	LAWA to design, build, and commission temp facility. AA to decommission and commission AA equipment.	None	None	Operational Responsibilities Decommissiong and Commissiong of AA Equipment	All except as noted for "AA Proprietary Costs"
AA BOH Offices	Relocating T5 Spaces into T4	All, except decommissioning and commissioning	None, except decommissioning and commissioning	LAWA to design, build, and commission temp facility. AA to decommission and commission AA equipment.	None	None	none, except decommissioning and commissioning	All except as noted for "AA Proprietary Costs"
	T4 FIS claim area temp BOH offices	All except Operational Responsibilities	Operational Responsibilities Equipment decommissioning and commissioning	LAWA to design, build, and commission temp facility. AA to decommission and commission AA equipment.	None	None	Operational Responsibilities Equipment decommissioning and commissioning	All except as noted for "AA Proprietary Costs"
	Relocating T5 AA Furniture AA Equipment into T4, TBIT, Storage and/or Recycling	All except Operational Responsibilities & Equipment decommissioning and commissioning	None except Operational Responsibilities & Equipment decommissioning and commissioning	LAWA to move FFE. AA to identify storage location.	None	None	Operational Responsibilities and Equipment decommissioning and commissioning	All except as noted for "AA Proprietary Costs"

TBIT Wheelchair/ MiniOps	TBIT South former Duty Free concession	Final Design, Permitting & Construction; removal upon T5 completion	Concept Layout, IT, AA furnished equipment decommissioning and commissioning	LAWA to design, build, and commission temp facility. AA to decommission and commission AA equipment.	All except as noted for "AA Proprietary Costs"	None	Concept Design Equipment decommissioning and commissioning	None
TBIT Temporary Club	TBIT portion of Gate 151 seating (not fully enclosed)* *May not be available for AA for use in advance of required mave date)*	Final Design, Permitting & Construction; removal of TBIT temp club upon T5 completion	Concept Layout, IT, AA furnished equipment decommissioning and commissioning	LAWA to design, build, and commission TBIT temp facility, including relocating existing FFE. AA to decommission and commission AA equipment. AA to furnish and install any FFE not being moved from existing facility.	All except as noted for "AA Proprietary Costs"	None	Concept Layout, IT, AA furnished equipment decommissioning and commissioning AA to furnish and install any FFE not being moved from existing facility.	None
TBIT AA BOH Offices	TBIT (new AA areas) (i.e.,, Customer Service, Envoy, Ramp Ops, and Tech Ops, etc)	Final Design, Permitting & Construction; removal of TBIT temp facilities upon T5 completion	Concept Layout, IT, AA furnished equipment decommissioning and commissioning	LAWA to design, build, and commission TBIT temp facilities. AA to decommission and commission AA equipment.	All except as noted for "AA Proprietary Costs"	None	Concept Layout, IT, AA furnished equipment decommissioning and commissioning	None
Wayfinding	Modifications in T4	Final Design, Permitting & Construction; removal upon T5 completion	None	LAWA to design, build, and commission temp signage.	None	None	None	All
	Modifications in TBIT (Potentially Bag claim & Bus Gate)	Final Design, Permitting & Construction; removal upon T5 completion	None	LAWA to design, build, and commission temp signage.	All	None	None	None
AA Apron Equipment	GSE Chargers to TBIT (likely gate 151 and/or 159A/159B - TBD)	Move from T5 to TBIT; removal at end of use	Identify Units, Installation and activation	AA to use existing common use GSE chargers at TBIT for initial moves; chargers will be installed post move.	All except as noted for "AA Proprietary Costs"	None	AA furnished equipment commissioning as required	None
	GSE and Charger Storage	Any excess GSE chargers to be moved to storage	Identify units	LAWA to move units. AA to identify storage location.	All except as noted for "AA Proprietary Costs"	None	Identify units	None
	Ramp equipment at TBIT apron; AA CCTV required for operational areas of aircraft and designated AA vehicle and GSE parking and ramp equipment storage.	Design and construction	AA Security CCTV concept layout and cameras. AA furnished equipment commissioning as required	LAWA will provide pathways (conduit and wire) and install AA provided cameras for temp locations only. AA will commission. Cameras will be installed post move pending AA design information.	All except as noted for "AA Proprietary Costs"	None	AA furnished equipment commissioning as required	None

SCHEDULE 8: END STATE T5 AA MOVES - SCOPE RESPONSIBILITIES
14-Oct-25

General Notes:

"Common Use" means the following: 1. All gate and ticket counters shall be delivered end state as a common use system, running on LAWA network and provided by the T5 Project 2. AA's lease does not prohibit secondary proprietary infrastructure and equipment at preferential gate and ticket counters. Proprietary infrastructure systems must transition through the LAWA side of the IT room into the AA side of the IT room. Proprietary infrastructure and equipment are at AA's expense 3. IT connectivity to BOH spaces, BSO and other similar spaces (in other words, all spaces that are NOT Gate or Ticket Counters) shall have connectivity from the space to the IT room. That connectivity is allowed to be connected to the AA side of the IT room. All proprietary equipment shall be by AA 4. All millwork, wayfinding, FFE and building systems in public and non-preferential back of house areas shall run on the LAWA IT common use system 5. BID/FID/GIDs, Baggage Handling System, GSE chargers, VDGS, cameras and other equipment shall run on the LAWA IT common use system
"Warm White Box" means the following: 1. Demised walls (aka external perimeter walls) of the leased area with gypsum or cement board (external side only) 2. Base building level, unfinished concrete floors 3. Floor drains and sewer within the concrete slab (to be coordinated with AA's timely input) 4. Power (220V or 110V) stubbed into the space - no distribution to specific functions, furniture or equipment 5. Water stubbed into the demised space(s) - no distribution 6. Gas stubbed into the demised space(s) - no distribution 7. Heating and cooling stubbed into the demised space(s) - no distribution 8. Ventilation opening(s) or system brought into the demised space(s) including any roof penetrations - no distribution 9. Warm White Box specifically excludes ceilings in all spaces. AA to provide all other scope not listed above 10. Vertical conveyances and stairs to the end state club will be provided by LAWA 11. Includes code compliant installations required for the Warm White Box (pre-AA fit out) The Tenant acknowledges and agrees that the Landlord shall consult with the Tenant and make reasonable efforts to incorporate the Tenant's design standards with respect to such lounge space delivered by the Landlord in Warm White Box condition. Without limiting the foregoing, all final design decisions shall be made by the Landlord in the Landlord's sole discretion.

"Like for Like" means the following:

Minimum required, code compliant installation and finish consistent with provisions in each existing AA space - AA and LAWA shall perform a detailed audit of each existing (2025) space to the level of detail necessary to justify future installations.
Definition of "as consistent with existing AA space" means LAWA will provide at a minimum equal size and type of spaces as what currently exists in T5 in new condition.

- Finished walls of the leased area with gypsum or cement board, painted or as consistent with existing AA space
- Finished floors with concrete, carpet, tile or as consistent with existing AA space
- Floor drains and sewer within the concrete slab and distributed to required functions as consistent with existing AA space (ie. if existing space has one mop sink with drain, LAWA will provide one floor drain)
- Power (220V or 110V) stubbed into the demised space(s), with minimum code required distribution
- Water stubbed into the demised space(s) and distributed to required functions as consistent with existing AA space (ie. if existing space has one sink, LAWA will provide one sink in future space)
- Gas stubbed into the demised space(s) and disributed to required functions as consistent with existing AA space (ie. if existing space has one gas applicance, LAWA will provide one gas line to one location in future space)
- Heating and cooling stubbed into the demised space(s), with minimum code required distribution
- Ventilation opening(s) or system brought into the demised space(s) including any roof penetrations and distributed to required functions as consistent with existing AA space
- Any other building systems required for certificate of occupancy
- Finished ceilings with ceiling grid, tiles, and/or gypsum or as consistent with existing AA space
- Code compliant life saftey systems

"Fit Out" means the following:

1. AA to furnish and install any scope that does not exist in current spaces
2. AA to furnish and install all FFE, including but not limited to
   - Any items not fixed to the building
   - Cameras, computers, and other IT/tech equipment

"Core and Shell" for new facilities (those to be provided in end state T5, which do not exist in the same function or size in 2025), means the following:

1. Exterior walls of the leased area with gypsum or cement board (exterior side only)
2. Base building level, unfinished concrete floors
3. Floor drains and sewer within the concrete slab (to be coordinated with AA's timely input)
4. Ventilation opening(s), including any roof penetration (to be coordinatied with AA's timely input)
5. Building systems required for certificate of occupancy of the base building only. Power, Water, Gas, HVAC, and IT will not be provided to new spaces by LAWA.
6. Ceilings will not be provided in new spaces by LAWA

Location	Scope (New location)	LAWA Project and Cost Responsibilities	American Project and Cost Responsibilities
AA Staff & Services	AA Project Management Staffing and Move Coordination	Provide as needed to support the project	As needed per AA internal processes.
	AA IT Services and Staff; Equipment and IT Commissioning	Provide as needed to support the project	Staff and services as needed per AA internal processes. AA to provide, move, install, and commission all proprietary materials and equipment (computers, etc.) to final useable configuration.
	AA Third Party Support	Provide as needed to support the project	As needed per AA internal processes
General	IT Infrastructure	Furnish and install all common use conduit, cabling, patch panels, racks, cameras, and equipment	Furnish and install all proprietary conduit, cabling, patch panels, racks, cameras, and equipment

Ticketing/Head House	Employee Rest Rooms- Common Use (Airside and Landside)	Furnish and install common use restrooms to LAWA standard	None
	Multiple Airside and Landside Service Elevators	Furnish and install vertical transportation including all escalators and elevators	None
	Ticket Counter BHS Take Away Belts Oversize Outbound BHS Bag Belt Luggage Tub Return	Furnish and install common use baggage handling system	None
	Ticket Counters	Furnish and install common use millwork, equipment, and infrastructure. No proprietary FFE or equipment will be provided.	Furnish and install proprietary infrastructure (if AA opts to install)
	Flagship Check In (Note: current design includes common use ticket counters only. No VIP room is provided.)	Furnish and install common use millwork, equipment, and infrastructure. No proprietary FFE or equipment will be provided.	Furnish and install proprietary infrastructure (if AA opts to install)
	Branding	Proprietary branding will not be provided. Proprietary airline branding will be limited to digital screens	Provide content for incorporation into digital screen system
	Kiosks	Furnish and install common use millwork, equipment, and infrastructure. No proprietary FFE or equipment will be provided.	Furnish and install proprietary infrastructure (if AA opts to provide)
	FIDs	Furnish and install common use equipment and infrastructure. No proprietary FIDs will be allowed.	None
	Back Office Support	Like for Like	Fit Out
	AA Credit Union (if it cannot remain in T4)	Like for Like	Fit Out
Baggage Claim	Lost and Found	Like for Like	Fit Out
	Branding	Proprietary branding will not be provided. Proprietary airline branding will be limited to digital screens	Provide content for incorporation into digital screen system
	BIDs	Furnish and install common use equipment and infrastructure. No proprietary BIDs will be allowed.	None
	Luggage Storage	Like for Like	Fit Out
	Drug Test/Clinic	Like for Like	Fit Out
Bag Make Up (BMU) and Transfer Lines	BHS Makeup	Furnish and install common use baggage makeup carousels	None
	Break Room, Vending, Pantry	Like for Like	Fit Out
	FIDs	Furnish and install common use equipment and infrastructure. No proprietary FIDs will be allowed	None
Bus Gate (Airside)	Waiting Area and FIDs	Furnish and install all scope related to common use bus gate	None
Concourse Back of House (BOH) Offices/Support Space Ramp and Concourse Level	Ramp Ready Room, Equipment Room and Locker Rooms	Like for Like	Fit Out
	Agent Break Area and Locker Rooms	Like for Like	Fit Out

	Tech Ops Support Space, Locker Rooms, and Stores	Like for Like	Fit Out
	Support Staff and Management Area	Like for Like	Fit Out
	Mini Ops	Like for Like	Fit Out
	Meal Support	Like for Like	Fit Out
	Wheelchair	Like for Like	Fit Out
	Cabin Service	Like for Like	Fit Out
	IT Closets	LAWA will provide and provision LAWA IT Closets. LAWA will provide space for AA IT Closets within the LAWA IT Closets.	AA to furninsh and install all proprietary IT and related equipment
	IT Support and Storage	LAWA will not provide IT support or storage in BOH spaces	AA to furnish and install all proprietary IT and related equipment
Concourse Public Areas	FIDs	Furnish and install common use equipment and infrastructure. No proprietary FIDs will be allowed	None
Admirals Club	Admirals Club	Warm White Box	Fit Out and all scope not specificially included in Warm White Box
Wayfinding	Wayfinding including other terminals impacted by the project	All common use wayfinding (signage, digital displays, etc.) in public and non-preferential back of house areas	Wayfinding/signage in back of house areas
Holdroom	Gate Counters/Podiums/Back Screens	Furnish and install common use millwork, equipment, and infrastructure. No proprietary FFE or equipment will be provided.	Furnish and install proprietary infrastructure (if AA opts to install)
	Branding	Proprietary branding will not be provided. Proprietary airline branding will be limited to digital screens.	Provide content for incorporation into digital screen system.
	GIDs	Furnish and install common use equipment and infrastructure. No proprietary GIDs will be allowed.	None
Aircraft Gates All Gates accomodate ADG III. At least 2 gates accomodate regional aircraft.	Passenger Boarding Bridges (PBBs)/Loading Bridges PCA/400HZ (and 28HZ where required) Guide In Systems, RIDs, Telford Loaders Wheel Chair Lifts Last Bag Conveyance Water Cabinet with Drains Fuel Pits for all aircraft types Ramp Cameras	Furnish and install common use equipment and infrastructure to include, but not be limited to the scope listed to the left.	None
Apron GSE Chargers	Provide TBD Power for AA installed chargers	Furnish and install common use chargers and infrastructure. No proprietary chargers will be allowed.	None

EXHIBIT B-3

(Addendum)

Board Resolution 27305 approving Definitive Terminal improvement Plan (DTIP) on: 7/8/2021

Periods		T4	T5	T4 Connector	Total SF (Demised Premises)
Year 1	1/1/2022	251,807	76,766	22,614	351,187
Year 2	1/1/2023	258,957	76,766	22,614	358,337
Year 3	1/1/2024	266,107	76,766	22,614	365,487
Year 4	1/1/2025	273,257	76,766	22,614	372,637
Year 5	1/1/2026	280,407	76,766	22,614	379,787
Year 6	1/1/2027	287,557	76,766	22,614	386,937
Year 7	1/1/2028	294,707	76,766	22,614	394,087

LOS ANGELES WORLD AIRPORTS

EXHIBIT I - 1

August 16, 2023 Via E-Mail: David.Anderson@aa.com

David J. (DJ) Anderson
Director, Airport Affairs and Properties Corporate Real Estate, MD8E100
American Airlines Inc.
1 Skyview Drive
Fort Worth, TX 76115

LAX

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Karen Bass
Mayor

Board of Airport Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

Vanessa Aramayo
Courtney La Bau
Victor Narro
Nicholas P. Roxborough
Valeria C. Velasco

Justin Erbacci
Chief Executive Officer

Dear Mr. Anderson,

To continue to ease the gate impacts to American Airlines (AA) because of Los Angeles World Airports' (LAWA's) and AA's on-going Terminal Modernization Program (TMP) at Los Angeles International Airport (LAX), AA is seeking to continue access to interim gating in lieu of some of the gates temporarily closed due to the TMP. This letter incorporates discussions held between LAWA and AA on this subject from 2020 and 2021, along with updates to the existing TMP Phase 1 gate accommodations letter to support Phase 2.

LAWA will meet with AA's operations team periodically and, based on a joint review of AA's and other airlines' 90-day look-ahead schedules, endeavor to accommodate AA's displaced flights on a prioritized basis. AA will provide a rolling two month look ahead schedule. For the purposes of this letter, displaced flights are those at or below 2019 traffic levels that could have been gated at Terminal 4 (T4) gates or AA's Terminal 5 (T5) preferential leased gates or AA's Commuter Terminal (Eagle's Nest) gates but for the TMP gate closures. The following provisions depict the priority order LAWA will use to gate these displaced flights:

1. **AA's available preferential leased gates at T5.**
    a. In accordance with AA's existing Lease, the number of AA's T5 preferential leased gates may increase from four to five when all fifteen gates are operational in T5.
    b. b. Consistent with the Lease, LAWA will carefully consider changes proposed by AA and determine which gates are assigned to AA as preferential.
2. **T5 common use gates.**
    a. LAWA will provide AA with available T5 common use gating opportunities not otherwise required by the remaining OALs at T5. LAWA expects these AA gating opportunities will be very limited.
    b. LAWA will monitor the demand on T6 gates and will endeavor to allow any surplus capacity there to support T5 OAL gating requirements, either directly or indirectly.
    c. AA will work in good faith with LAWA to preserve bus gate access for AA and OALs.

3. Tom Bradley International Terminal (TBIT).

a. LAWA will assign TBIT gates to the extent they are available and not required to restore and maintain the integrity of post-pandemic international operations.
b. LAWA will endeavor, but not commit, to gating as much international traffic as feasible at TBIT gates 201-225 to create capacity at TBIT gates 130-159.
c. AA flights gated at TBIT will be on a preferential flight basis per the 90-day look ahead schedules.
d. LAWA will provide AA with available TBIT gating opportunities in the following order-
    i. gate 151 followed by gates 153, 155, 157, and 159.
    ii. gates 148, 150, 152, 154, and 156
    iii. gates 130-141
    iv. TBIT West gates (a.k.a. Midfield Satellite Concourse or MSC)

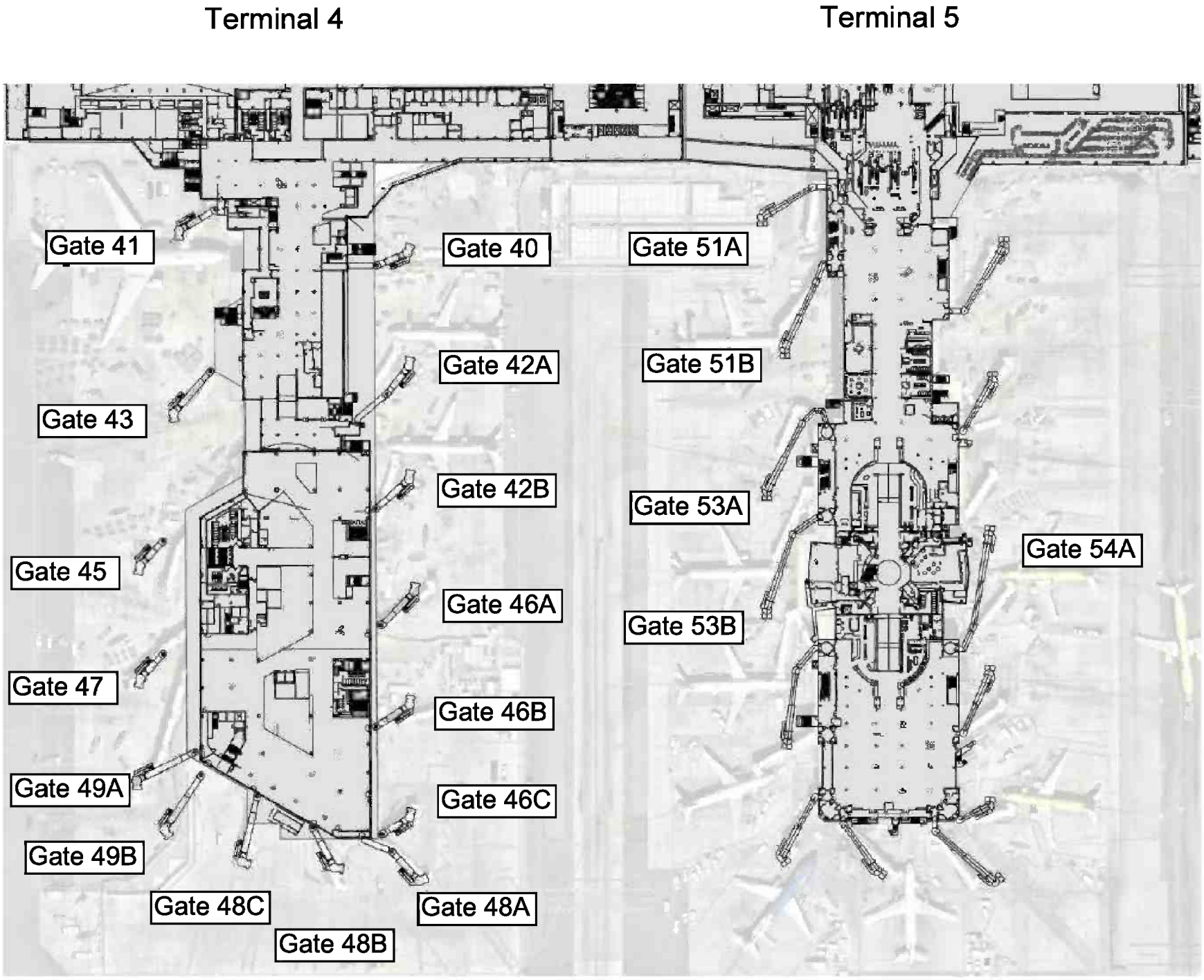
LAWA supports AA's desire to complete the TMP in the fastest, most cost-effective manner possible and with the least amount of operational disruption and negative guest experience. To these ends, LAWA will commit to working closely with AA and endeavor to meet these goals while at the same time respecting the operational and business relationships with the other airlines utilizing these facilities.

Sincerely,

Douglas Webster
Deputy Executive Director- Airport Operations

cc: Jeff Mort (LAWA)
Dave Jones (LAWA)
Michael Christensen (LAWA)
Rodney Thompson (LAWA)
Hans Thilenius (LAWA)
Katherine Goudreau (AA)
Kevin Hauppa (AA)
Thomas Stout (AA)
Thomas Neylon (AA)
Matthew Mead (AvAir Pros)

EXHIBIT I


Terminal 4
Terminal 5
Gate 41
Gate 40
Gate 51A
Gate 42A
Gate 51B
Gate 43
Gate 42B
Gate 53A
Gate 54A
Gate 45
Gate 46A
Gate 53B
Gate 47
Gate 46B
Gate 49A
Gate 46C
Gate 49B
Gate 48C
Gate 48A
Gate 48B