

# **SECOND AMENDMENT OF OPERATING AGREEMENT AND TERMINAL BUILDING LEASE OF AMERICAN AIRLINES, INC.**

DANE COUNTY REGIONAL AIRPORT  
LEASE NO. DCRA 2010-01

THIS SECOND AMENDMENT of Operating Agreement and Terminal Building Lease of American Airlines, Inc. is entered into by and between American Airlines, Inc., a corporation organized under Delaware law (hereinafter, "Airline"), and Dane County, a Wisconsin quasi-municipal corporation (hereinafter, "County"), and shall be effective as of the date by which it is fully executed by both parties.

WITNESSETH:

WHEREAS Airline and County are parties to a Scheduled Airline Operating Agreement and Terminal Building Lease, identified as Dane County Lease No. DCRA-2010-01 and previously modified by an amendment extending the term thereof until December 31, 2016 (hereinafter, as modified, the "Lease Agreement"); and

WHEREAS Airline and County desire to amend the Lease Agreement to extend its term for an additional two years; and

WHEREAS Airline and County desire to amend the Lease Agreement such that the exclusive use space occupied by Airline's self-service kiosk is included in the description and square footage of the exclusive use space identified in the Lease Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, Airline and County agree as follows:

1. The Lease Agreement shall remain in full force and effect unchanged in any manner by this Second Amendment of Operating Agreement and Terminal Building Lease of American Airlines, Inc. except for those changes expressly set forth herein.
2. Airline is the assignee and successor to the rights and obligations formerly accorded American Eagle Airlines, Inc. under the provisions of the Lease Agreement.
3. The first sentence of Section 2.01 of the Lease Agreement is deleted in its entirety and replaced with the following:

This Agreement shall be effective January 1, 2010 and shall continue through December 31, 2018, subject to prior termination as provided in Article 12 herein.

4. The first sentence of Section 4.01A of the Agreement is deleted in its entirety and replaced with the following:

The Leased Premises shall be as shown on Exhibit C-1, attached to this Agreement, and Exhibit B-1b, attached to the Second Amendment of Operating Agreement and Terminal Building Lease of American Airlines, Inc.

5. The first sentence of the second paragraph of Section 4.01A of the Agreement is deleted in its entirety and replaced with the following:

The square footage of the Leased Premises is as shown on Exhibit B-2b, attached to the Second Amendment to Operating Agreement and Terminal Building Lease of American Airlines, Inc.

6. Exhibit B-1b and Exhibit B-2b, attached to this Second Amendment of Operating Agreement and Terminal Building Lease of American Airlines, Inc., are fully incorporated into the Lease Agreement and the square footage and location of the Leased Premises, as depicted and set forth in Exhibit C-1, attached to the Lease Agreement, and the foregoing Exhibits B-1b and B-2b shall be the basis for the calculation of rent as of January 1, 2017.

IN WITNESS OF THE FOREGOING, and with the intent to be bound thereby, the parties have executed this Second Amendment to Operating Agreement and Terminal Building Lease of American Airlines, Inc. on the dates set forth below.

**FOR DANE COUNTY:**

\_\_\_\_\_  
Joe Parisi  
Dane County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

Date: \_\_\_\_\_

**FOR AMERICAN AIRLINES, INC.**

\_\_\_\_\_  
\*

\*Print Name and Title of Signing Officer