

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
CITY AND ENVOY AIR, INC.
AND ASSIGNMENT TO
AMERICAN AIRLINES, INC.**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This first amendment ("First Amendment") to the Airline Use and Lease Agreement ("Agreement") is made and entered into between the City of Corpus Christi ("City") and Envoy Air, Inc., formerly known as American Eagle Airlines, Inc. ("Airline"), as original parties to the Agreement, and, by execution of this First Amendment, the parties desire to formally recognize and approve the assignment of the Agreement from the Airline to its parent entity, American Airlines, Inc., for all intents and purposes under the Agreement and this First Amendment.

WHEREAS, effective August 1, 2009, the City and the Airline entered into an Agreement for use of property and facilities at the Corpus Christi International Airport;

WHEREAS, effective April 15, 2014, American Eagle Airlines, Inc., changed their corporate name to Envoy Air, Inc.,

WHEREAS, the parties desire to reinstate the Agreement, extend the term, and assign the Agreement to the Airline's parent corporation, American Airlines, Inc., pursuant to section 15.01.A. of the Agreement; and

NOW, THEREFORE, the parties agree to the following amended terms and conditions:

Section 1. The preamble of this instrument is incorporated by reference into the body of this First Amendment and given effect for all intents and purposes under the Agreement. By execution of this First Amendment, the Agreement is reinstated and is amended and assigned as set out in this instrument.

Section 2. Article 3 of the Agreement is amended by changing the termination date to September 30, 2017.

Section 3. With the consent of the City Council pursuant to the provisions of the City Charter and pursuant to section 15.01.A. of the Agreement and following the approval of the City Council to the First Amendment and execution of same by Envoy Air, Inc., the Agreement, as amended by this First Amendment, is to be assigned to the Airline's parent corporation, American Airlines, Inc., who as the assignee and succeeding holder, agrees to assume all liabilities, duties, and obligations set out in the Agreement and in this First Amendment and succeeds to the benefits provided under the Agreement and this First Amendment by binding execution of this First Amendment. Upon execution of same and final approval of the City Council, Envoy Air, Inc., as the former holder, is hereby released from all liabilities, duties, and obligations under the Agreement and First Amendment.

Section 4. All other terms and conditions of the Agreement not changed by this First Amendment remain in full force and effect, and the succeeding parent corporation, American Airlines, Inc., ratifies and accepts the Agreement, as modified by this First Amendment, assuming all liabilities,

duties, and obligations of the Agreement between the parties as if an original signatory party to the Agreement.

EXECUTED IN TRIPLICATE ORIGINALS as of the dates set forth below:

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Ronald L. Olson
City Manager

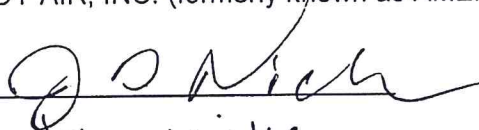
Date: _____

Date: _____

Approved as to legal form: _____

Elizabeth Hundley
Assistant City Attorney
on behalf of the City Attorney

ENVOY AIR, INC. (formerly known as AMERICAN EAGLE AIRLINES, INC.)



Name: John Nicks


Title: VP Corporate Services

Date: 12/17/14

(ASSIGNMENT OF AGREEMENT AND FIRST AMENDMENT FOLLOWS)

Following execution of this First Amendment, approval by the City Council, and by execution of the assignor and assignee below, the underlying Agreement, as amended by the First Amendment, is hereby assigned, following final approval of the City Council and publication of this First Amendment, by Envoy Air, Inc., to American Airlines, Inc., as the parent corporation of Envoy Air, Inc. (such parent corporation now to be known as the "Airline" under the Agreement), and is accepted by Airline and made effective for all intents and purposes under the Agreement and the First Amendment:

ENVOY AIR, INC. (formerly known as AMERICAN EAGLE AIRLINES, INC.), as assignor

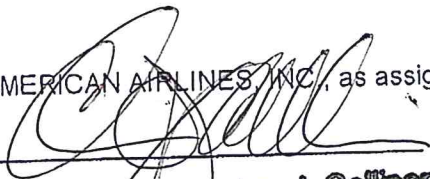


Name: John Nickles

Title: VP Corporate Real Estate

Date: 01/15/15

AMERICAN AIRLINES, INC., as assignee



Name: Christopher J. Collicon
Director Real Estate

Title: _____

Date: 1/15/15