

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is entered into as of June 6, 2013 by and between American Airlines, Inc. (“American”), a Delaware corporation, American Eagle Airlines, Inc. (“Eagle”), a Delaware corporation (collectively on behalf of themselves and their chapter 11 estates, the “Debtors”), and The Metropolitan Nashville Airport Authority (the “Authority”), a public corporation in the State of Tennessee.

Reference is made to the following facts:

A. The Authority and American entered into an Amended and Restated Lease Agreement dated May 1, 1990, as amended to the date hereof (as so amended, the “American Terminal Lease”) pursuant to which the Authority granted American certain rights, services and privileges in connection with American’s use of Nashville International Airport (“BNA” or the “Airport”), including the right to use and occupy certain designated space within the terminals at the Airport, as set forth in the American Terminal Lease.

B. The Authority and Eagle (f/k/a Nashville Eagle, Inc.) entered into an Amended and Restated Lease Agreement dated January 1, 1990, as amended to the date hereof (as so amended, the “Eagle Terminal Lease,” and together with the American Terminal Lease, the “Terminal Leases”) pursuant to which the Authority granted Eagle certain rights, services and privileges in connection with Eagle’s use of the Airport, including the right to use and occupy certain designated space within the terminals at the Airport, as set forth in the Eagle Terminal Lease.

C. The Authority and American entered into a Ground Lease dated October 1, 1985, as amended to the date hereof (as so amended, the “Ground Lease”) pursuant to which the Authority leased to American certain land located at the Airport, including the land upon which a fuel storage and distribution facility (the “Fueling Facility”) is located.

D. The Authority and American entered into a Special Facility Lease dated October 1, 1985, as amended to date (as so amended, the “Special Facility Lease”) pursuant to which American acquired, constructed, financed and leased certain facilities, including the Fueling Facility.

E. On November 29, 2011 (the “Commencement Date”), Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Case”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

F. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, and the Debtors’ cases are being jointly administered.

G. On July 13, 2012, the Authority filed its partially unliquidated proof of claim against Eagle (the “Eagle Proof of Claim”) with the Bankruptcy Court.

H. On February 5, 2013, the Authority duly filed its partially unliquidated third amended proof of claim against American (the “American Proof of Claim”) with the Bankruptcy Court.

I. American and MPC Holdings, LLC (“MPC”), a wholly owned subsidiary of the Authority, were parties to that certain Sublease Agreement dated March 3, 2008 (the “MPC Sublease Agreement”) pursuant to which American leased a certain multipurpose building at the Airport. The MPC Sublease Agreement was terminated after the Commencement Date.

J. On July 16, 2012, MPC filed its partially unliquidated proof of claim against American (the “MPC Proof of Claim” and collectively with the American Proof of Claim, the Eagle Proof of Claim, and all prior versions of each, the “Proofs of Claim”) with the Bankruptcy Court.

K. American and the Authority have reached agreement on the settlement and cure of the Authority’s claims against American evidenced by the American Proof of Claim arising under the American Terminal Lease and the Ground Lease, the treatment of the claims against American evidenced by the American Proof of Claim with respect to the Special Facility Lease (collectively with the Terminal Leases and the Ground Lease, the “Leases”) and the allowance of the MPC Proof of Claim.

L. Eagle and the Authority have reached agreement on the settlement and cure of the Authority’s claims against Eagle evidenced by the Eagle Proof of Claim arising under the Eagle Terminal Lease.

M. American and the Authority have agreed to amend the American Terminal Lease, and American has agreed to assume the American Terminal Lease as so amended, as described in this Agreement.

N. Eagle and the Authority have agreed to amend the Eagle Terminal Lease, and Eagle has agreed to assume the Eagle Terminal Lease as so amended, as described in this Agreement.

O. American and the Authority have agreed to amend the Ground Lease, American has agreed to assume the Ground Lease as so amended, and the Authority and American have agreed to immediately assign the Ground Lease, as so amended, from American to BNA Fuel Company LLC (the “Company”), as described in this Agreement.

P. The Debtors expect to file a motion (the “Motion”) seeking approval by the Bankruptcy Court of an order (the “Order”) in the form attached to this Agreement as Exhibit A, approving (a) the terms of this Agreement, (b) the terms of the Terminal Leases, as amended, (c) the assumption by American and Eagle of the Terminal Leases as so amended, (d) the terms of the Ground Lease, as amended, (e) the assumption by American and assignment to the Company of the Ground Lease, as so amended, pursuant to the Amendment, Assignment and Assumption Agreement referenced in this Agreement, (f) the allowance of the claims set forth in this Agreement, and (g) the termination of the Special Facility Lease, all as described more fully in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the promises and mutual agreements contained in this Agreement, the Debtors and the Authority hereby agree as follows:

1. Effective Date.

For purposes of this Agreement, the “Effective Date” shall be the date that is fifteen (15) days after the entry of the Order by the Bankruptcy Court; provided, however, that if the Order is not a “Final Order” as defined in this Agreement on such date, the Effective Date shall be the date upon which the Order becomes a “Final Order”.

2. Amendment and Assumption of the American Terminal Lease.

a. Effective on the Effective Date, the American Terminal Lease, in the form attached to the American Proof of Claim as Exhibit B, shall be amended by an Amendment to the American Terminal Lease (the “American Terminal Lease Amendment”) in the form attached to this Agreement as Exhibit B and American shall assume the American Terminal Lease as so amended on and as of the Effective Date.

b. Within seven (7) days after the Effective Date, American shall pay to the Authority to cure all of the Authority’s claims for breach of the American Terminal Lease as evidenced by the American Proof of Claim relating to the American Terminal Lease the sum of \$83,706.85.

3. Amendment and Assumption of the Eagle Terminal Lease

a. Effective on the Effective Date, the Eagle Terminal Lease, in the form attached to the Eagle Proof of Claim as Exhibit B, shall be amended by an Amendment to the Eagle Terminal Lease (the “Eagle Terminal Lease Amendment”) in the form attached to this Agreement as Exhibit C and Eagle shall assume the Eagle Terminal Lease as so amended on and as of the Effective Date.

b. Within seven (7) days after the Effective Date, Eagle shall pay to the Authority to cure all of the Authority’s claims for breach of the Eagle Terminal Lease as evidenced by the Eagle Proof of Claim relating to the Eagle Terminal Lease the sum of \$52,824.71.

4. Amendment, Assignment and Assumption of Ground Lease.

Effective on the Effective Date, the Ground Lease, in the form attached to the Proof of Claim as Exhibit C, shall be amended by a Ground Lease Amendment, Assignment and Assumption Agreement (the “Amendment, Assignment and Assumption Agreement”) in the form attached to this Agreement as Exhibit D and American shall assume and assign to the Company the Ground Lease as so amended on and as of the Effective Date, as provided in the Amendment, Assignment and Assumption Agreement.

5. Allowance of the MNAAPC Proof of Claim.

On the Effective Date, the MPC Proof of Claim, number 12712, shall be allowed only as a general unsecured claim against American in the amount of \$7,520.25 for amounts due and owing prepetition under the MPC Sublease Agreement.

6. Continuing Indemnity Against Certain Claims.

Notwithstanding the release of certain claims set forth in Section 8 of this Agreement, American acknowledges and agrees that American will continue to indemnify and hold harmless the Authority and the other Indemnified Parties (as defined in the Amendment, Assignment and Assumption Agreement) as set forth in Section 4 of the Amendment, Assignment and Assumption Agreement.

7. Termination of Special Facilities Lease.

On the Effective Date, the Special Facilities Lease shall be deemed to be terminated as provided in the Amendment, Assignment and Assumption Agreement.

8. Releases of Claims.

Subject to the provisions of this Agreement and of the Amendment, Assignment and Assumption Agreement, and to the fullest extent permitted by applicable law, as of the Effective Date, American and the Authority shall, other than with respect to (a) any rights or claims expressly set forth in the Terminal Lease Amendment, the Amendment, Assignment and Assumption Agreement, and this Agreement (collectively, the "Settlement Agreements") and (b) rental payments due in the ordinary course of business under the Terminal Leases between the Commencement Date and the Effective Date, on behalf of themselves and each of their present and former parents, subsidiaries, affiliates, divisions, successors, transferees, partners, principals, officers, directors, employees, agents, attorneys and assigns forever release, discharge, waive and abandon any and all claims, rights, demands, suits, matters, liens, mortgages, security interests, pledges encumbrances, privileges, priorities, issues or causes of action, whether known or unknown, whether based on federal, state, local statutory or common law, rule or regulation, by contract or in equity, and whether directly, representatively or in any other capacity, that it may have, as of the Effective Date, against one or the other, or their respective properties or assets, related to, arising from, based upon, or in any way related to the Leases or any related agreements, other than the Settlement Agreements, including, but not limited to, any and all rights of subrogation any party may have thereunder and the termination of the Special Facilities Lease.

9. Ownership of Claims.

The Authority represents and warrants to Debtors that its is the lawful owner, or authorized to act on behalf of the lawful owner, of all right, title and interest in and to all of the contractual claims contemplated to be released by it pursuant to this Agreement. As of the Effective Date, the Authority represents that it has not assigned, transferred or otherwise disposed of any claims or portion thereof that it has or ever had to any person in any manner,

including by way of operation of law or otherwise. Except to the extent allowed herein, on the Effective Date, the Proofs of Claim, together with any additional proofs of claim set forth on Attachment 1 hereto, shall be deemed to be withdrawn.

10. Leases “True Leases”.

For purposes of the Motion and this Agreement, Debtors are treating the Leases as “true leases” and not as financing arrangements. Debtors agree that on and after the Effective Date, neither the Debtors nor their bankruptcy estates nor any successor or assign of the Debtors shall seek at any time to recharacterize the Leases or the payments made thereunder as a financing arrangement rather than as a true lease.

11. Performance Contingent Upon Entry of Final Order.

This Agreement, the Debtors and the Authority’s respective obligations under this Agreement, and the settlement and compromise contemplated by this Agreement are conditioned upon the entry by the Bankruptcy Court of the Order and such Order becoming a “Final Order.” For purposes hereof, “Final Order” shall mean an order as to which the time to appeal, petition for certiorari, or move for reargument, rehearing or reconsideration has expired and as to which no appeal, petition for certiorari, or other proceeding for reargument, rehearing or reconsideration shall then be pending or as to which any right to appeal, petition for certiorari, reargue, rehear or reconsider shall have been waived in writing by the entity possessing such right. Unless otherwise agreed in writing by the Debtors and the Authority, the Order shall be in the form attached hereto as Exhibit A. From and after the date of execution of this Agreement, each of the Debtors and the Authority shall (i) support the structure of the settlement and compromise as set forth in this Agreement, and (ii) recommend acceptance of the settlement and compromise set forth in this Agreement.

12. Filing of Motion; Denial of Entry of Order.

If the Bankruptcy Court (or a higher court) shall deny entry of the Order, in whole or in part, then either the Debtors or the Authority may terminate this Agreement by providing written notice of termination to the other party and without need for further action, whereupon this Agreement shall be null and void, the Debtors and the Authority shall be released of their obligations under this Agreement, and all waivers and releases provided in this Agreement shall be null and void as of the date of such termination, except to the extent expressly provided herein. The Debtors shall use reasonable efforts to file the Motion within three (3) days of the execution of this Agreement and to seek the entry of the Order on or before July 1, 2013. The Order shall be in form and substance satisfactory to the Authority, and the form of Order attached hereto as Exhibit A is deemed satisfactory to the Authority. Provided that the Debtors and the Authority have used good faith efforts to seek the entry of the Order, including that the Debtors shall have used its reasonable efforts to file the Motion within three (3) days of the execution of this Agreement, then neither the Debtors nor the Authority shall have any liability to the other, and each of the Debtors and the Authority shall be deemed to have waived the right to assert any claim on account of the inability to obtain the entry of the Order or on account of the Order not becoming a Final Order.

13. Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (a) when delivered personally or by prepaid overnight courier, with a record of receipt, (b) when received, if mailed by certified mail, return receipt requested, or (c) the day of transmission, if sent by facsimile to the following facsimile numbers during regular business hours or the day after transmission, if sent after regular business hours (with a copy promptly sent by prepaid overnight courier with record of receipt or by certified mail, return receipt requested), to the Debtors and the Authority at the following addresses or facsimile numbers (or to such other address or other facsimile number as the Debtors or the Authority may have specified by notice given to the other party pursuant to this section):

To the Debtors:

American Airlines, Inc.  
4333 Amon Carter Blvd.  
Fort Worth, Texas  
Attention: Managing Director – Real Estate  
Facsimile No. 817-967-3111  
Email: charlotte.teklitz@aa.com

To the Authority:

The Metropolitan Nashville Airport Authority  
Nashville International Airport  
One Terminal Drive, Suite 510  
Nashville, Tennessee 37214-4114  
Attention: President and Chief Executive Officer  
Facsimile No. (615) 275-4005  
Email: rob.wigington@nashintl.com

With a copy to:

The Metropolitan Nashville Airport Authority  
Nashville International Airport  
One Terminal Drive, Suite 510  
Nashville, Tennessee 37214-4114  
Attention: Senior Vice President and Chief Legal Officer  
Facsimile No. (615) 275-4027  
Email: Robert\_watson@nashintl.com

14. Amendment, Non-Severability, Counterparts, Choice of Law.

This Agreement may only be amended by a written instrument executed by the Debtors and the Authority. Neither the Debtors nor the Authority intends, and this Agreement shall not be construed so as to create, any third party beneficiaries of any of the provisions set forth in this Agreement. Each of the terms of this Agreement is a material and integral part of


this Agreement. Should any provisions of this Agreement be held unenforceable or contrary to law, the entire Agreement shall be null and void. This Agreement may be executed in counterparts, any of which may be transmitted by facsimile or other electronic means and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon the Debtors, the Authority and their successors, assigns and/or transferees. This Agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee without regard to its conflict of laws rules.

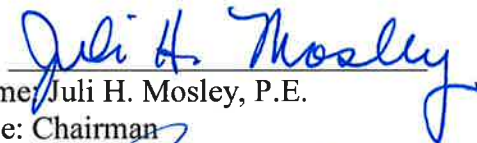
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IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement  
as of the date first written above.

THE METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY


ATTEST:

By:   
Name: Robert J. Walker  
Title: Secretary


By:   
Name: Juli H. Mosley, P.E.  
Title: Chairman

By:   
Name: Rob Wigington  
Title: President and Chief Executive Officer

APPROVED AS TO  
FORM AND LEGALITY:

By:   
Name: Robert C. Watson  
Title: Senior Vice President and  
Chief Legal Officer

RECOMMENDED:

By:   
Name: Stan Van Ostran  
Title: Senior Vice President and  
Chief Financial Officer

AMERICAN AIRLINES, INC.

By: \_\_\_\_\_  
Name: Charlotte Teklitz  
Title: Managing Director – Real Estate

AMERICAN EAGLE AIRLINES, INC.

By: \_\_\_\_\_  
Name: John Nicks  
Title: AE VP Corporate Services



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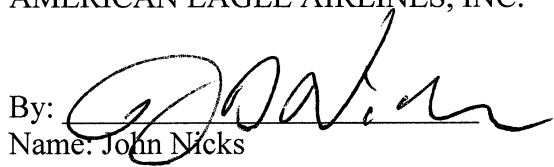
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**ATTACHMENT 1**

## Attachment 1

In re AMR Corporation, *et al.*  
Case No. 11-15463 (SHL), Jointly Administered

CLAIM(S) TO BE SETTLED		CLAIMED AMOUNT & CLASSIFICATION	MODIFIED ALLOWED AMOUNT & CLASSIFICATION	CLAIMED DEBTOR	MODIFIED DEBTOR
CREDITOR NAME/ADDRESS	CLAIM NO./ SCHEDULE ID				
METROPOLITAN NASHVILLE AIRPORT AUTHORITY  Date Filed: 07/13/12	12710	Unsecured: \$52,752.71	Unsecured: \$0.00	American Eagle Airlines, Inc.	
	2040478	Unsecured: \$52,752.71	Unsecured: \$0.00	American Eagle Airlines, Inc.	
	13464	Unsecured: \$18,719,420.01	Unsecured: \$0.00	American Airlines, Inc.	
	2036099	Unsecured: \$88,562.04	Unsecured: \$0.00	American Airlines, Inc.	
	2040477	Unsecured: \$27,503.16	Unsecured: \$0.00	American Eagle Airlines, Inc.	

**EXHIBIT A**

[Please see Exhibit “A” to the Motion]

**EXHIBIT B**

**FOURTEENTH AMENDMENT  
TO AMENDED AND RESTATED LEASE AGREEMENT  
BETWEEN METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
AND AMERICAN AIRLINES, INC.**

This Fourteenth Amendment (hereinafter referred to as the “Fourteenth Amendment”), executed on June 6, 2013 and effective on the Effective Date set forth below, by and between the Metropolitan Nashville Airport Authority, a public corporation in the State of Tennessee (hereinafter referred to as “Lessor”) and American Airline, Inc., a corporation authorized to do business in the State of Tennessee (hereinafter referred to as “Lessee,” and together with Lessor, the “Parties”), modifies and further amends the Amended and Restated Lease Agreement dated May 1, 1990 (hereinafter referred to as the “Lease”).

WHEREAS, Lessee, together with certain affiliates, is a debtor in possession under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the cases styled “In re AMR Corporation, et al.” pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), in the jointly administered case no. 11-15463 (the “Bankruptcy Case”); and

WHEREAS, the Lease is an unexpired lease of non-residential real property, and pursuant to Section 365 of the Bankruptcy Code, the Lessee has the right to assume or reject the Lease; and

WHEREAS, the Lease has been amended on thirteen (13) prior occasions to reflect inter alia additions and/or relocations of space, and other operational issues; and

WHEREAS, Lessee now desires to surrender certain space back to Lessor, and the Parties desire to amend the Lease and the exhibits thereto contemporaneously with the assumption of the Lease by the Lessee in the Bankruptcy Case; and

WHEREAS, Lessee agrees that all rights in such surrendered space shall revert to Lessor; and

WHEREAS, the Amended and Restated Lease Agreement provides in Article XXVII that the Agreement may only be amended in writing; and

WHEREAS, the Parties desire to amend the Lease, and exhibits thereto to reflect the change to the Lessee’s premises at the Nashville International Airport (the “Airport”) and agreements related to the process for such change.

NOW, THEREFORE, in consideration of the premises, mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. All capitalized terms used in this Fourteenth Amendment and not otherwise defined herein shall have the meaning assigned to such terms in the Leases.
2. As of the Effective Date, "ARTICLE II. Premises, Section B. Terminal Buildings, Concourses and Apron," located on page 12 of the Lease, is hereby deleted and the following is substituted in lieu thereof:

"B. Terminal Building, Concourses, and Apron

- (1) The exclusive use of the following described space:
    - a. Approximately 2,847 square feet of space in the Terminal Cost Center, said space being depicted and shown on Exhibits J-1 and M.
    - b. Approximately 31,338 square feet of space in the North and/or South Concourse Cost Center, said space being depicted and shown on Exhibits K-1, K-2, K-3, K-4, and K-6.
    - c. Approximately 651 linear feet of space in the Ramp Cost Center, said space being depicted and shown on Exhibit L.
    - d. Approximately 9,261 square feet of space in areas of the Terminal Complex outside the Terminal Complex building at the rate of \$2.00 per square foot per annum, said space depicted and shown in Exhibits N-1 and N-2.
  - (2) Approximately 42,010 square feet in the baggage claim area as depicted and shown on Exhibit M for the non-exclusive use by the Lessee, in conjunction with other Signatory Lessee Airlines.
3. Lessee hereby agrees that, with the exception of repairs to the chiller and boiler rooms, it shall complete the repair and maintenance items set forth on Attachment 1 hereto within ninety (90) days of receipt of a work permit for such repair and

- maintenance items (the "General Repair Period"). Lessee will complete the repair and maintenance items related to the chiller and boiler rooms set forth on Attachment 1 hereto within one hundred and eighty (180) days of receipt of a work permit for such repair and maintenance items (the "Chiller & Boiler Repair Period," and together with the General Repair Period, the "Repair Periods"). In the event that Lessee does not complete such repair and maintenance items within the applicable of the Repair Periods, Lessee shall be required to pay rent for the Surrendered Space as if such Surrendered Space was still included in the Lease from the end of the applicable of the Repair Periods until the date such repair and maintenance items are reasonably completed.
4. Lessor hereby acknowledges that Lessee may not be able to operate from gates C10 to C14 in Concourse C on the Effective Date due to the necessity of obtaining jet bridges for gates C11 and C13. Given this understanding, Lessor hereby agrees that for a period of no more than six months after the Effective Date, Lessee may operate from gates C14, C12, C10, C6, and C5 in Concourse C prior to the Effective Date to assist with this transition. Lessee agrees to pay all applicable rental fees for any gate or accompanying ramp space so utilized; provided however, that Lessee shall only be required to pay rent for five gates when operating only from gates C14, C12, C10, C6 and C5.
  5. Lessee hereby agrees that the jet bridges located at gates C2, C3, C5, and C6 (the "Donated Jet Bridges") and all rights, title and interests therein shall be transferred to and become property of the Lessor on the Effective Date. THE DONATED JET BRIDGES ARE TRANSFERRED TO THE LESSOR ON THE EFFECTIVE DATE "AS IS, WHERE IS", AND NEITHER LESSEE NOR ANY LESSEE AFFILIATE OR AGENT HAS MADE, AND EACH HEREBY DISCLAIMS LIABILITY FOR, AND LESSOR HEREBY WAIVES ALL RIGHTS AGAINST LESSEE AND ANY LESSEE AFFILIATE OR AGENT (BUT DOES NOT WAIVE ANY RIGHTS AGAINST MANUFACTURER) RELATING TO, (A) THE CONDITION OF THE DONATED JET BRIDGES AND (B) ANY AND ALL WARRANTIES, REPRESENTATIONS OR OTHER OBLIGATIONS OF ANY KIND WITH RESPECT TO THE DONATED JET BRIDGES, EITHER EXPRESS OR IMPLIED,



ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING (1) MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE, (2) COURSE OF DEALING OR USAGE OR TRADE OR (3) COMPLIANCE WITH APPLICABLE LAW.


6. As of the Effective Date, all prior versions of Exhibits "J-1," "K-1," "K-2," "K-3," "K-4," "K-6," "L," "M," "N-1," and "N-2" are hereby deleted in their entirety and revised Exhibits "J-1," "K-1," "K-2," "K-3," "K-4," "K-6," "L," "M," "N-1," and "N-2," attached hereto as Attachment 2, are hereby substituted in lieu thereof.
7. As of the Effective Date, all prior versions of Exhibits "K-5," "K-7," and "K-8" are hereby deleted in their entirety and shall no longer be treated as exhibits to the Lease.
8. This Fourteenth Amendment to the Lease shall be effective upon the Effective Date, as defined herein, and shall continue for the full term of the Lease, and any renewals thereof, unless otherwise modified or amended. For purposes of this Fourteenth Amendment, the "Effective Date" shall be the date that is fifteen (15) days after the entry of an order by the Bankruptcy Court approving the assumption of the Lease, as amended hereby; provided, however, that if such order is not a "Final Order" as defined herein on such date, the Effective Date shall be the date upon which the Order becomes a "Final Order". For purposes hereof, "Final Order" shall mean an order as to which the time to appeal, petition for certiorari, or move for reargument, rehearing or reconsideration has expired and as to which no appeal, petition for certiorari, or other proceeding for reargument, rehearing or reconsideration shall then be pending or as to which any right to appeal, petition for certiorari, reargue, rehear or reconsider shall have been waived in writing by the entity possessing such right.
9. Except as expressly modified and amended herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and this Fourteenth Amendment, the terms and conditions of this Fourteenth Amendment shall in all instances control.

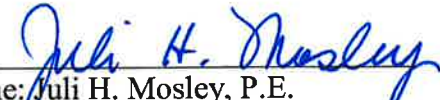
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By:   
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Title: Chairman

By:   
Name: Rob Wigington  
Title: President and Chief Executive Officer

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Title: Senior Vice President and  
Chief Legal Officer

RECOMMENDED:

By:   
Name: Stan Van Ostran  
Title: Senior Vice President and  
Chief Financial Officer

~~AMERICAN AIRLINES, INC.~~

~~By: \_\_\_\_\_  
Name: Charlotte Teklitz  
Title: Managing Director – Real Estate~~

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Name: Stan Van Ostran  
Title: Senior Vice President and  
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AMERICAN AIRLINES, INC.

By:   
Name: Charlotte Teklitz  
Title: Managing Director – Real Estate

**ATTACHMENT 1**

Concourse A Turnover Space (Excludes Retained Space)		
Item #	Room	(Quantity) / Description
	All	Patch Drywall damage and paint .
	All	Replace with new flooring as specified below. Clean floor.
		check all receptacles for power
	1002 - bulk stor	Service exhaust fan verify operation
	1002 - bulk stor	Install electrical cover plates.
	1002 - bulk stor	Replace thermostat verify operation.
	1002 - bulk stor	Repair damage door frame to the corridor.
	1002 - bulk stor	Install missing door strike plate.
	1002 - bulk stor	Bondo door and remove screw to the exit door.
	1002 - bulk stor	Install door kick down stop.
	1003 - flight support	(1) - Replace light bulbs in inoperable lights. Verify and make operational
	1003 - flight support	Install missing light switch.
	1003 - flight support	Install electrical cover plates.
	1003 - flight support	Remove carpet and replace carpet or VCT
	1003 - flight support	(5) - Replace ceiling tiles with matching tile.
	1003 - flight support	(10) - Install missing light cover.
	1003 - flight support	Replace supply grill and duct cleaning and possible replacement may be needed .
	1003 - flight support	Bondo door and remove screw to the exit door.
	1003 - flight support	Replace damaged door weather stripping.
	1003 - flight support	Clean exhaust grill duct cleaning and possible replacement may be needed.
	1004 - superv	Replace damage ceiling grid 5' wall angle.
	1004 - superv	(10) - Replace ceiling tile. Install new ceiling tiles unless enough of the same type/color are available
	1004 - superv	(7) - Install light cover.
	1004 - superv	(2) -Clean and repaint supply grill duct cleaning and possible replacement may be needed
	1004 - superv	Clean exhaust grill duct cleaning and possible replacement may be needed.
	1004 - superv	Remove carpet and replace carpet or VCT
	1004 - superv	Install electrical cover plates.
	1004 - superv	Replace damage floor base 2'.
	1004 - superv	Remove curtain and bondo window frame.
	1005 - office	(6) - Replace ceiling tile ceiling tiles unless enough of the same type/color are available.
	1005 - office	Clean and repaint supply grill duct cleaning and possible replacement may be needed.
	1005 - office	Clean light cover.
	1005 - office	Remove carpet and carpet or install VCT
	1005 - office	Adjust door to the corridor.
	1005 - office	replace 2' ceiling grid.
	1006 - locker rm	(1) - Replace door.
	1006 - locker rm	Remove carpet and replace carpet or VCT
	1006 - locker rm	(5) - Replace ceiling tile. Install new ceiling tiles unless enough of the same type/color are available.
	1006 - locker rm	Replace supply grill duct cleaning and possible replacement may be needed.
	1007 - shower	(1) - Replace light bulbs in inoperable lights. Verify and make operational.
	1007 - shower	Install missing door knob.
	1007 - shower	Clean exhaust grill, duct cleaning and possible replacement may be needed.
	1008 - tele room	Clean exhaust grill, duct cleaning and possible replacement may be needed.
	1008 - tele room	Install missing floor base 6'.
	1008 - tele room	(5) - Replace ceiling tiles to match.
	1008 - tele room	clean existing floor tile as is.
	1008 - tele room	(1) - Repair door knob.
	1010 - men bathroom	(5) - Replace ceiling tiles to match.
	1010 - men bathroom	(1) - replace urinal
	1010 - men bathroom	(1) - Replace Toilet
	1010 - men bathroom	Replace supply grill duct cleaning and possible replacement may be needed.
	1010 - men bathroom	Replace supply grill duct cleaning and possible replacement may be needed.
	1010 - men bathroom	Replace damaged wall tile that has screw holes.
	1010 - men bathroom	Bondo door and frame.
	corridor close to the bathroom	Replace light cover.
	corridor close to the bathroom	Replace return grill duct cleaning and possible replacement may be needed.
	corridor close to the bathroom	Replace supply grill, duct cleaning and possible replacement may be needed.
	corridor close to the bathroom	(8) - Replace ceiling tile to match.
	corridor close to the bathroom	Install missing strike plate
	corridor close to the bathroom	Bondo door
	corridor close to the bathroom	Install door stop.
	corridor	VCT clean existing, replace if does not come clean.
	corridor	(5) - Install ceiling tile to match.
	corridor	Replace thermostat.
	corridor	Clean and repaint supply grill clean duct or replace.

Concourse C Turnover Space (Excludes Retained Space)		
Item #	Room	(Quantity) / Description
	All Rooms	Drywall patch holes in walls and paint
	All Rooms	Broom clean. Flooring may need to be repaired or replaced as specified below.
	All Rooms	Install missing sprinkler escutcheons.
	All Rooms	Clean VCT wall base. Replace damaged or missing base
1	1070 - Group Superv	(7) - Replace Ceiling tiles.
1	1070 - Group Superv	(1) - Supply grill replace, clean all ducts
1	1070 - Group Superv	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
1	1070 - Group Superv	(3) - Install electrical cover plates.
1	1070 - Group Superv	(1) - Clean return grill and ducts
1	1070 - Group Superv	(1) - New thermostat.
2	1071 - Group Superv	(1) - Install electrical cover plates.
2	1071 - Group Superv	(1) - Supply grill clean, clean duct
2	1071 - Group Superv	(1) - clean return grill replace clean ducts
2	1071 - Group Superv	(2) - ceiling tile replace.
2	1071 - Group Superv	Patch wood door screw holes (2), paint door.
2	1071 - Group Superv	Replace missing door knob screw.
3	1072 - Group Super	Repair phone jack, verify operational
3	1072 - Group Super	(1) - Replace light bulbs in inoperable lights. Replace ballast and fixture if necessary.
3	1072 - Group Super	(1) - Supply grill clean, clean duct
3	1072 - Group Super	(1) - Clean return grill replace, clean duct
3	1072 - Group Super	(1) - replace light cover.
3	1072 - Group Super	(5) - Replace ceiling tile.
4	1073 - Men Restroom	Adjust door.
4	1073 - Men Restroom	Adjust toilet partition that is loose, repair to operational or replace.
4	1073 - Men Restroom	Bondo metal door frame.
4	1073 - Men Restroom	(1) - Supply grill clean, clean duct
4	1073 - Men Restroom	(1) - Clean return grill, clean ducts
4	1073 - Men Restroom	clean return grill on the door.
4	1073 - Men Restroom	Clean plumbing drains, replace if they don't come clean.
4	1073 - Men Restroom	(1) - Vanity repair, place if necessary
4	1073 - Men Restroom	Re-caulk all existing fixtures.
4	1073 - Men Restroom	Replace all ceiling tile, replace grid if necessary.
4	1073 - Men Restroom	Clean floor and base tile, replace if it does not clean.
4	1073 - Men Restroom	Replace door, paint to match.
4	1073 - Men Restroom	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
5	1074 - Women Restroom	Patch wood door screw holes.
5	1074 - Women Restroom	Bondo metal door frame.
5	1074 - Women Restroom	(1) - Supply grill clean, clean duct
5	1074 - Women Restroom	(1) - Clean return grill, clean ducts
5	1074 - Women Restroom	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
5	1074 - Women Restroom	Clean floor and base tile, Replace if necessary.
5	1074 - Women Restroom	Re-caulk all existing fixtures.
5	1074 - Women Restroom	Demo and replace area of wall rot. Reinstall tile base after fixing the wall.
6	1101 - Supvr / 1102 - Conf	(6) - Install Electrical cover plates.
6	1101 - Supvr / 1102 - Conf	(1) - Install door stop.
6	1101 - Supvr / 1102 - Conf	(5) - Replace ceiling tile.
6	1101 - Supvr / 1102 - Conf	(3) - Replace light bulbs in inoperable lights. Replace ballast and fixtures if required.
6	1101 - Supvr / 1102 - Conf	(1) - Replace door, paint to match.
6	1101 - Supvr / 1102 - Conf	(2) - Install door kick down stop.
6	1101 - Supvr / 1102 - Conf	(1) - Supply grill replace, clean all ducts.
6	1101 - Supvr / 1102 - Conf	(2) - Replace return grill replace, clean all ducts.
6	1101 - Supvr / 1102 - Conf	(1) - Install door stop.
7	1908, 1905, 1099	Remove AA signage. Paint to match
7	1908, 1905, 1099	(1) - Repair wall water fountain, replace if necessary.
7	1908, 1905, 1099	(1) - Install new wall water fountain at location were existing
7	1908, 1905, 1099	Remove mill work. Patch wall and paint
7	1908, 1905, 1099	(15) - Replace water damaged ceiling tiles and grid.
7	1908, 1905, 1099	(2) - Replace exit lights.
7	1908, 1905, 1099	(1) - Add exit light.
7	1908, 1905, 1099	(2) - Bondo metal door frames.
7	1908, 1905, 1099	(4) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
7	1908, 1905, 1099	(1) - Adjust door.
7	1908, 1905, 1099	Install missing base behind millwork.
7	1908, 1905, 1099	(3) - Supply grill clean, clean all ducts
7	1908, 1905, 1099	(1) - Install return grill, clean all ducts
8	1098 - Mgr.	(1) - Clean supply grill clean all ducts
8	1098 - Mgr.	(1) - Clean return grill, clean ducts
8	1098 - Mgr.	(3) - Install electrical cover plates.
8	1098 - Mgr.	Remove millwork, patch and paint
8	1098 - Mgr.	(6) - Replace ceiling tiles.
8	1098 - Mgr.	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
8	1098 - Mgr.	(1) - Remove curtain and bondo hole in window frame.
9	1097 - Mgr.	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
9	1097 - Mgr.	(4) - Replace electrical cover plate.
9	1097 - Mgr.	(1) - Replace supply grill, clean all ducts
9	1097 - Mgr.	(6) - Replace ceiling tiles.
9	1097 - Mgr.	(1) - bondo window frame.
9	1097 - Mgr.	Replace missing door knob screw.
10	1096 - Mgr.	Replace missing light switch cover.
10	1096 - Mgr.	(3) - Replace electrical cover plate.

10	1096 - Mgr.	(8) - Replace ceiling tiles.
10	1096 - Mgr.	(1) - Bondo window frame.
10	1096 - Mgr.	(1) - Replace return grill, clean all ducts
10	1096 - Mgr.	Replace missing door knob screw.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Install door stop.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
14	room is adjacent to 1101-Supvr/1102-Conf	(2) - Install door kick down stop.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Replace electrical cover plate.
14	room is adjacent to 1101-Supvr/1102-Conf	(9) - Replace ceiling tiles.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Clean supply grill, clean all ducts.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Install return grill, clean all ducts.
15	1104 / 1100 - passage	(2) - Install door kick down stops.
15	1104 / 1100 - passage	(8) - Replace ceiling tiles.
15	1104 / 1100 - passage	(2) - Clean return grill, clean all ducts
15	1104 / 1100 - passage	(1) - Clean supply grill, clean all ducts.
15	1104 / 1100 - passage	Remove AA signage, patch and paint to match.
16	1103 - super	(2) - Install missing and damaged VCT
16	1103 - super	(1) - Repair phone jack verify operational.
16	1103 - super	(1) - Replace electrical cover plate.
16	1103 - super	(1) - Replace missing light cover.
16	1103 - super	(1) - Replace supply grill, clean ducts.
16	1103 - super	(5) - Replace ceiling tiles.
17	1090 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
17	1090 - super	(4) - Replace ceiling tiles.
17	1090 - super	(2) - Replace electrical cover plate.
17	1090 - super	(2) - Clean supply grill, clean ducts.
17	1090 - super	(1) - Replace missing door hinge.
18	1091 - super	(1) - Replace electrical cover plate.
18	1091 - super	(1) - Clean supply grill, clean ducts.
18	1091 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
18	1091 - super	(1) - Remove wood hanger on the wall, paint wall.
19	1092 - super	(1) - Replace electrical cover plate.
19	1092 - super	(2) - Replace ceiling tiles.
19	1092 - super	(2) - clean supply grill, clean ducts.
19	1092 - super	(1) - Replace return grill, clean all ducts
19	1092 - super	(1) - Remove curtain and bondo hole in window frame.
20	1093 - super	(5) - Replace ceiling tiles.
20	1093 - super	(1) - Clean supply grill, clean all ducts.
20	1093 - super	(1) - Clean return grill, clean ducts
20	1093 - super	(1) - Replace electrical cover plate.
20	1093 - super	(1) - Bondo window frame
21	1908 - corridor	AA signage needs to be removed, patch and paint wall.
21	1908 - corridor	Replace damaged floor base.
21	1908 - corridor	(5) - Replace wall panels.
21	1908 - corridor	(8) - Replace ceiling tiles.
21	1908 - corridor	(1) - Supply grill clean, clean duct
21	1908 - corridor	(1) - Repair door weather stripping that is damaged or replace
21	1908 - corridor	(1) - Bondo metal door and door frame.
21	1908 - corridor	Repair drywall 6' x 1' by the door and paint.
21	1908 - corridor	Adjust corridor door.
22	1076 & 1080-1087 - office	(All) - Replace ceiling tile.
22	1076 & 1080-1087 - office	Remove carpet. Replace damaged VCT, clean and seal.
22	1076 & 1080-1087 - office	(4) - Supply grill replace, clean ducts
22	1076 & 1080-1087 - office	(3) - Clean return grill, clean ducts
22	1076 & 1080-1087 - office	(1) - Replace light cover.
22	1076 & 1080-1087 - office	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required.
22	1076 & 1080-1087 - office	(8) - Replace light bulbs in inoperable lights. Replace ballast and fixtures if required
22	1076 & 1080-1087 - office	Patches and paint walls.
22	1076 & 1080-1087 - office	(1) - Remove wood hanger on the wall, paint wall.
23	1075,1077,1078 - office	Remove millwork and cap sink, repair wall and paint
23	1075,1077,1078 - office	(2) - Clean return grill, clean all ducts
23	1075,1077,1078 - office	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required.
23	1075,1077,1078 - office	(3) - Supply grill clean, clean all ducts
23	1075,1077,1078 - office	(3) - Replace electrical cover plate.
23	1075,1077,1078 - office	(All) - Replace ceiling tile.
23	1075,1077,1078 - office	Patch drywall and paint.
24	1079 - storage	(1) - Clean return grill, clean ducts
24	1079 - storage	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required.
24	1079 - storage	(12) - Replace ceiling tiles.
24	1079 - storage	(1) - Install missing door handle.
24	1079 - storage	(1) - Remove door latch.
24	1079 - storage	(1) - Bondo door frame and door and paint.
25	1110 - lead office	(1) - Remove curtain and bondo hole in window frame.
25	1110 - lead office	(1) - Replace electrical cover plate.
25	1110 - lead office	(1) - Supply grill clean, clean duct
25	1110 - lead office	(1) - Clean return grill, clean ducts
25	1110 - lead office	(3) - Replace ceiling tiles.
26	1114 - clerk	(1) - Supply grill clean, clean duct
26	1114 - clerk	(10) - Replace ceiling tiles.
26	1114 - clerk	(2) - Replace electrical cover plate.
26	1114 - clerk	6'x3' drywall patch and paint.
27	1115 - clerk	(1) - Replace electrical cover plate.

27	1115 - clerk	(3) - Replace ceiling tiles.
28	1116 - clerk	(2) - Replace electrical cover plate.
28	1116 - clerk	(2) - Replace ceiling tiles.
29	1118 - personal	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
29	1118 - personal	(1) - Remove curtain and bond hole in window frame.
29	1118 - personal	(1) - Supply grill clean, clean duct
29	1118 - personal	(2) - Replace ceiling tiles.
30	1117, 1112 - corridor	(18) - Replace ceiling tiles.
30	1117, 1112 - corridor	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
30	1117, 1112 - corridor	(1) - Replace crack glass in exit door 3x6.
30	1117, 1112 - corridor	(1) - Replace door weather stripping.
30	1117, 1112 - corridor	Adjustment exit door.
30	1117, 1112 - corridor	Remove AA signage, patch and paint to match.
30	1117, 1112 - corridor	(1) - Remove water fountain.
30	1117, 1112 - corridor	(1) - Install new water fountain at drain and water lines stub
30	1117, 1112 - corridor	(1) - Supply grill clean, clean duct
31	1111 - super	(2) - Replace missing door handles.
31	1111 - super	(2) - install door kick down stop.
31	1111 - super	(1) - Replace wood door.
31	1111 - super	(7) - Replace ceiling tiles.
31	1111 - super	(6) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
31	1111 - super	(1) - Supply grill clean, clean duct
31	1111 - super	(1) - Clean return grill, clean ducts
32	1113 - file room	(2) - Supply grill clean, clean ducts
32	1113 - file room	(1) - Clean return grill, clean ducts
32	1113 - file room	(6) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
32	1113 - file room	(5') - Replace missing floor base.
32	1113 - file room	Replace wood case around door opening.
32	1113 - file room	(3) - Replace ceiling tiles.
32	1113 - file room	(2) - Replace electrical cover plate.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(2) - Replace electrical cover plate.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(1) - Clean supply grill, clean all ducts.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(1) - Clean return grill, clean ducts
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(4) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required unknown fixture or ballast repairs.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(4') - Replace missing floor base.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(6) - Replace ceiling tiles.
34	1121 - men bathroom	Caulk all fixtures.
34	1121 - men bathroom	Replace fixtures
34	1121 - men bathroom	(6) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
34	1121 - men bathroom	Clean the tile grout joints on wall and floor. Replace tiles if needed
34	1121 - men bathroom	(3) - Supply grill clean, clean all ducts.
34	1121 - men bathroom	(3) - Clean return grill, clean ducts
34	1121 - men bathroom	(5) - replace urinal and flush valve.
34	1121 - men bathroom	(3) - Replace shower assemblies.
34	1121 - men bathroom	(6) - Replace sink faucets.
34	1121 - men bathroom	(28) - replace wall tile that have screw holes.
34	1121 - men bathroom	(all showers) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
34	1121 - men bathroom	(20) - Replace ceiling tiles.
34	1121 - men bathroom	(6) - Replace corner tile.
34	1121 - men bathroom	(10) - Hole under the sink 1'x4', patch and install tile.
35	training area	(1) - Install missing door handle.
35	training area	(1) - Clean supply grill, clean all ducts.
35	training area	(1) - Clean return grill, clean ducts
35	training area	Remove AA signs. Patch and paint walls to match.
35	training area	(3) - Replace ceiling tiles.
36	1088 - super	(1) - Supply grill clean, clean duct
36	1088 - super	(1) - Clean return grill, clean ducts
36	1088 - super	(1) - Install door stop.
36	1088 - super	(4) - Replace ceiling tiles.
36	1088 - super	(1) - Bondo door and frame holes and for paint ready.
37	1089 - insp	(1) - Supply grill clean, clean duct
37	1089 - insp	(1) - Clean return grill,
37	1089 - insp	(5) - Replace electrical cover plate.
37	1089 - insp	(2) - Replace ceiling tiles.
38	1119 - trg rm	Remove AA signs patch and paint to match
38	1119 - trg rm	(3) - Replace ceiling grid.
38	1119 - trg rm	(14) - Replace ceiling tiles.
38	1119 - trg rm	Remove divider wall.
38	1119 - trg rm	(2) - Supply grill clean, clean ducts
38	1119 - trg rm	(1) - Clean return grill, clean ducts
38	1119 - trg rm	(22') - Replace missing base missing behind the cabinet.
39	1909 - corridors	(50%) - Replace ceiling tile.
39	1909 - corridors	Remove AA signs, patch and paint wall to match
39	1909 - corridors	(5) - Supply grill clean, clean all ducts
39	1909 - corridors	Repair wall with water damage.



39	1909 - corridors	(14) - Replace missing or damaged VCT.
39	1909 - corridors	(130sqft) - Replace water damaged VCT.
40	S22 - stair	Clean and seal floor after repairs and needed replacement
40	S22 - stair	Touch-up paint walls.
41	part of the women locker(AA use it	Remove carpet.
41	part of the women locker(AA use it	(1) - Supply grill clean, clean duct
41	part of the women locker(AA use it	(1) - Clean return grill, clean ducts
41	part of the women locker(AA use it	(11) - Replace ceiling tiles.
41	part of the women locker(AA use it	(2) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
41	part of the women locker(AA use it	Remove AA signs, patch and paint wall to match
42	1129 - women bathroom	Caulk all fixture.
42	1129 - women bathroom	(30) - Replace wall tile that have screw holes.
42	1129 - women bathroom	(6) - Replace faucets.
44	1129 - women bathroom	(1) - Replace missing toilet.
42	1129 - women bathroom	(33) - Replace ceiling tiles.
42	1129 - women bathroom	(5) - Supply grill clean, clean all ducts
42	1129 - women bathroom	(5) - Clean return grill, clean all ducts
42	1129 - women bathroom	Remove partition wall.
42	1129 - women bathroom	(4) - Replace toilets.
42	1129 - women bathroom	(3) - Replace wall tile that are chipped.
42	1129 - women bathroom	Remove temp door.
43	1131 - janitor closet	(1) - Install door kick down stop.
43	1131 - janitor closet	(10) - Replace ceiling tiles.
43	1131 - janitor closet	(6') - Replace ceiling grid.
43	1131 - janitor closet	(1) - Replace Faucet on the mop sink.
43	1131 - janitor closet	(1) - Fix closure.
43	1131 - janitor closet	(1) - Replace return grill in door.
44	tele still in use	(10) - Replace ceiling tiles.
44	tele still in use	(4') - Replace ceiling grid.
44	tele still in use	(1) - Replace missing light cover.
45	1157 - waiting rm(still in use of AA)	Remove carpet. Repair/Replace VCT and clean/seal.
45	1157 - waiting rm(still in use of AA)	(1) - Clean return grill, clean ducts
45	1157 - waiting rm(still in use of AA)	(1) - Install missing door and hardware paint to match
47	1156 - agent	(1) - Install missing door, paint to match
47	1156 - agent	Remove wood shelf. Patch and paint wall to match
47	1156 - agent	(1) - Supply grill clean, clean duct
47	1156 - agent	(1) - Clean return grill, clean ducts
48	1158 - kitchen(still in use of AA)	(3) - Replace ceiling tiles.
48	1158 - kitchen(still in use of AA)	Replace missing millwork door.
48	1158 - kitchen(still in use of AA)	(2) - Replace VCT. Clean and seal
48	1158 - kitchen(still in use of AA)	Install missing splash guard.
49	1149 - mgr.	Remove carpet. Repair/Replace VCT and clean/seal.
49	1149 - mgr.	(1) - Supply grill clean, clean duct
49	1149 - mgr.	(1) - Clean return grill, clean ducts
49	1149 - mgr.	(1) - Remove curtain and bondo hole in window frame.
50	1153 - waiting room	(1) - Install missing door and hardware.
50	1153 - waiting room	(12') - Install missing base.
50	1153 - waiting room	Remove millwork desk. Patch wall and paint.
50	1153 - waiting room	(5) - Replace electrical cover plate.
50	1153 - waiting room	(1) - Supply grill clean, clean duct
50	1153 - waiting room	(1) - Clean return grill, clean ducts
50	1153 - waiting room	(4) - Replace ceiling tiles.
51	closet	Install missing base.
51	closet	Remove wood shelf, patch and paint drywall.
51	closet	(1) - Install new light.
52	toilet room	(1) - Replace toilet.
52	toilet room	Perform work to bring room up to ADA code.
52	toilet room	(1) - Clean return grill clean all ducts
52	toilet room	Replace door return grill.
52	toilet room	Remove millwork, patch and paint
53	1151 - exam	Replace sink.
53	1151 - exam	Adjust millwork doors and drawer.
53	1151 - exam	(5) - Replace ceiling tiles.
53	1151 - exam	(1) - Supply grill clean, clean duct
54	1152 - office	(1) - Replace electrical cover plate.
54	1152 - office	(1) - Replace ceiling tiles.
54	1152 - office	(1) - Supply grill clean, clean duct
56	1123,1125-1128 - big storage room	(1) - Install kick down stop
56	1123,1125-1128 - big storage room	(14) - Supply grill clean, clean all ducts
56	1123,1125-1128 - big storage room	(2) - Clean return grill, clean all ducts
56	1123,1125-1128 - big storage room	(18) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
56	1123,1125-1128 - big storage room	7'x3' drywall patch and paint.
56	1123,1125-1128 - big storage room	(15) - Broom sweep VCT., replace damaged VCT, clean and seal
56	1123,1125-1128 - big storage room	(1) - Remove slide lock on door, repair door lock
56	1123,1125-1128 - big storage room	(1) - Adjust doors.
56	1123,1125-1128 - big storage room	(1) - Replace water fountain.
57	women and men bathroom	Clean area. Repair and/or replace tiles and flooring as necessary
58	1021 - store	Clean floor. Repair and/or replace flooring as necessary
58	1021 - store	Patch and paint drywall.
58	1021 - store	(1) - Adjust door.
59	S21 - Stair	Patch and paint drywall.
59	S21 - Stair	Clean floor. Repair and/or replace flooring as necessary

59	S21 - Stair	(1) - Replace ceiling tiles.
60	1032B	(1) - Replace missing door hinge.
60	1032B	(1) - Supply grill clean, clean duct
60	1032B	(1) - Clean return grill, clean ducts
60	1032B	Remove wood shelf. Patch and paint wall to match
60	1032B	(5) - Replace ceiling tiles.
60	1032B	(1) - Replace electrical cover plate.
60	1032B	(1) - Install door stop.
60	1032B	(1) - Change out light switch.
61	1032A	(8') - Replace floor base.
61	1032A	(6) - Replace ceiling tiles.
61	1032A	(1) - Supply grill replace, clean all ducts
61	1032A	(1) - Replace return grill, clean all ducts
61	1032A	(1) - Install door and hardware. Paint to match
61	1032A	(1) - Install door stop.
61	1032A	(1) - Install new light fixture.
61	1032A	(1) - Replace electrical cover plate.
62	1055B - old kitchen	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
62	1055B - old kitchen	(2) - Replace electrical cover plate.
62	1055B - old kitchen	(10') - Replace missing floor base.
62	1055B - old kitchen	(9) - Replace ceiling tiles.
62	1055B - old kitchen	(1) - Supply grill clean, clean duct
62	1055B - old kitchen	(1) - Cap the drain and supply line.
63	1055A	(6) - Replace ceiling tiles.
63	1055A	(3) - Replace electrical cover plate.
63	1055A	(1) - Install missing door knob.
63	1055A	(1) - Install missing door hinge.
63	1055A	(1) - Replace thermostat.
63	1055A	(1) - Supply grill clean, clean duct
63	1055A	(1) - Clean return grill, clean ducts
64	1032 - part store	(15sqft) - broom sweep VCT. Replace damaged VCT. Clean and Seal
64	1032 - part store	(40sqft) - Replace ceiling grid.
64	1032 - part store	(40sqft) - Replace ceiling tiles.
64	1032 - part store	(1) - Supply grill broom sweep, clean all ducts
64	1032 - part store	(9') - Replace missing floor base.
64	1032 - part store	(3) - Replace ceiling tiles.
64	1032 - part store	(1) - Install door stop.
64	1032 - part store	(1) - Repair light switch.
64	1032 - part store	Remove all AA signage. Patch and paint to match
65	1055 - group supev	(All) - Replace ceiling tiles.
65	1055 - group supev	(1) - Supply grill clean, clean duct
65	1055 - group supev	(3) - Replace electrical cover plate.
65	1055 - group supev	(1) - Clean return grill, clean ducts
65	1055 - group supev	(1) - Install door stop.
65	1055 - group supev	(1) - Install missing door and hardware. Paint to match
65	1055 - group supev	Repair ceiling grid.
66	1056 - supev	(2) - different type of ceiling tile
66	1056 - supev	(2) - Replace electrical cover plate.
66	1056 - supev	(1) - Supply grill clean, clean duct
67	1039 - fire exit repr	(1) - Replace door and knob.
67	1039 - fire exit repr	(2) - Replace ceiling tiles.
67	1039 - fire exit repr	(10) - Replace damaged VCT, clean and seal
67	1039 - fire exit repr	(3) - Replace electrical cover plate.
67	1039 - fire exit repr	(1) - Supply grill clean, clean duct
67	1039 - fire exit repr	Remove window curtain and bondo window frame holes.
67	1039 - fire exit repr	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
68	1040 - tool box stor	Room has 2 different type of ceiling tile. Install one tile type in
68	1040 - tool box stor	(2) - Remove window curtain and bondo window frame holes.
68	1040 - tool box stor	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
68	1040 - tool box stor	(13) - Replace electrical cover plate.
68	1040 - tool box stor	Remove all AA signage. Patch and paint to match
68	1040 - tool box stor	(1) - Replace Thermostat.
69	1904 - corridor	Replace missing and damaged floor base.
69	1904 - corridor	(10) - Replace wall panels. Paint to match
69	1904 - corridor	Patch 2'x5' hole in drywall. Paint to match
69	1904 - corridor	(2) - Supply grill clean
69	1904 - corridor	Replace damaged ceiling tile and drywall. Paint to match
69	1904 - corridor	Remove all AA signage. Patch and paint to match
69	1904 - corridor	(1) - Install door stop.
69	1904 - corridor	(2) - Adjust door to the exterior. Replace if necessary
69	1904 - corridor	(25) - Replace damaged VCT, clean and seal
70	1041,1057,1054,1058 - work rm	Patch and paint CMU.
70	1041,1057,1054,1058 - work rm	(2) - bondo door and frame.
70	1041,1057,1054,1058 - work rm	(2) - Remove door slide lock. Replace with correct lock
70	1041,1057,1054,1058 - work rm	Pressure wash the floor. Replace flooring if required before cleaning
70	1041,1057,1054,1058 - work rm	Reinstall the 2 hour rated sign back on the block wall.
70	1041,1057,1054,1058 - work rm	Fire caulk all penetration thru the block wall.
70	1041,1057,1054,1058 - work rm	(10) - Install missing CMU on a 2 hour CMU wall around the
70	1041,1057,1054,1058 - work rm	(1) - double door install closure.
70	1041,1057,1054,1058 - work rm	(1) - Install 2 screws on the door hinges.
70	1041,1057,1054,1058 - work rm	(1) - bondo double door and frame.
71	1045 - CMPR	(1) - Door install 3 screws missing on the hinge.

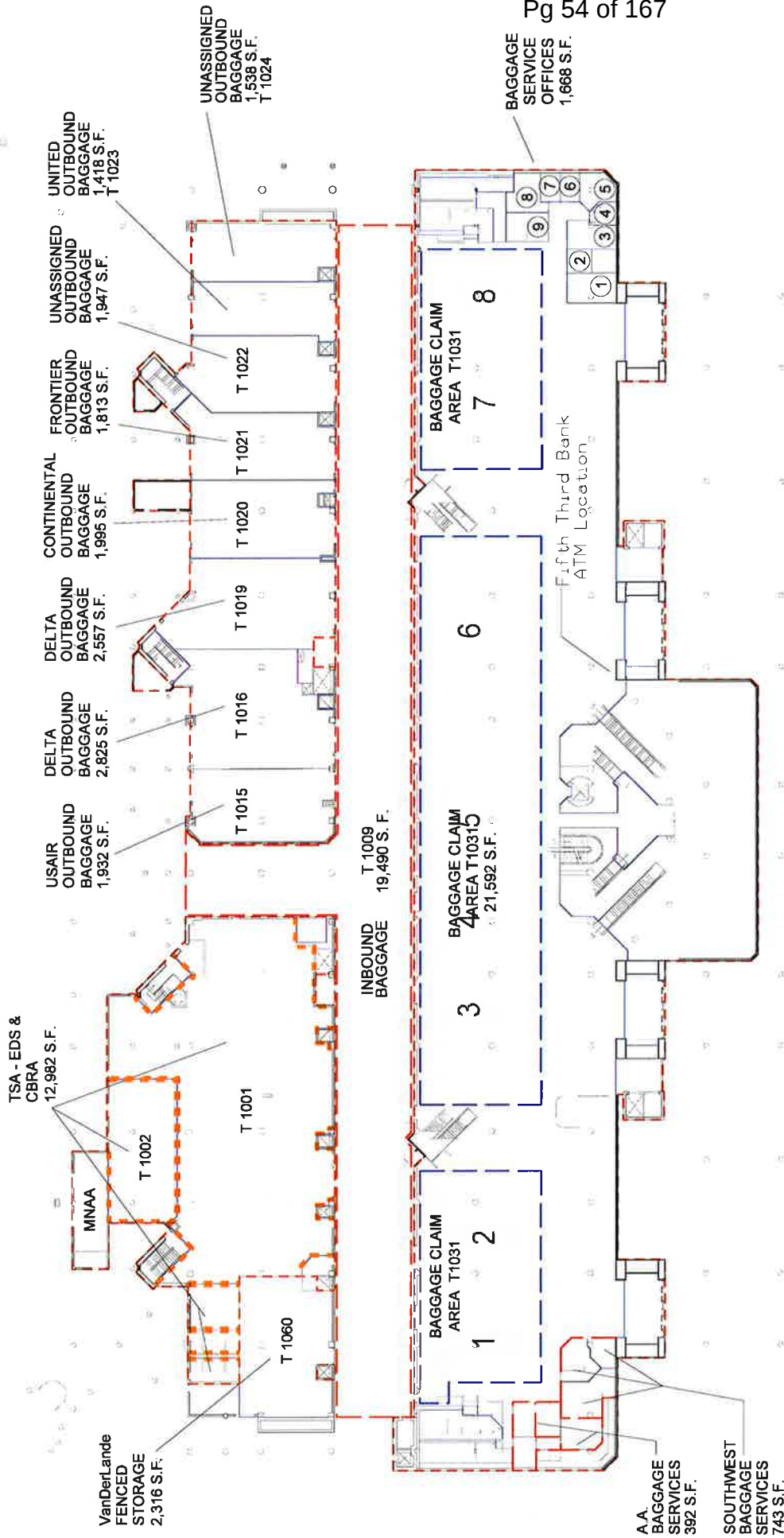
71	1045 - CMPR	Patch and paint CMU.
71	1045 - CMPR	(1) - Supply grill clean, clean duct
71	1045 - CMPR	(1) - Install door stop.
72	1046 - Bat rm	(1) - Install missing door knob.
72	1046 - Bat rm	(1) - Install door kick down stop.
72	1046 - Bat rm	(1) - Supply grill clean, clean duct
72	1046 - Bat rm	Remove washing and dryer.
72	1046 - Bat rm	Remove water heater.
72	1046 - Bat rm	Remove shelving.
72	1046 - Bat rm	Remove mop holder.
72	1046 - Bat rm	Patch and paint CMU.
72	1046 - Bat rm	Clean floor. Clean and seal after repairs and needed replacement.
73	1047 - super	(1) - install missing door knob.
73	1047 - super	(All) - Replace ceiling tiles.
73	1047 - super	(1) - Supply grill clean, clean duct
73	1047 - super	(1) - Repair thermostat.
73	1047 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
73	1047 - super	Patch and paint CMU.
73	1047 - super	(1) - Remove curtain and bondo holes in window frame.
73	1047 - super	(1) - Clean return grill, clean ducts
74	1048 - part room	(15) - Replace ceiling tiles.
74	1048 - part room	(1) - Supply grill clean, clean duct
74	1048 - part room	(2) - Clean return grill, clean all ducts
74	1048 - part room	Patch and paint CMU.
74	1048 - part room	(1) - Install door strike plate.
75	1049 - locker rm	Patch and paint CMU.
75	1049 - locker rm	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
75	1049 - locker rm	(1) - Supply grill clean, clean duct
75	1049 - locker rm	(1) - Clean return grill, clean ducts
75	1049 - locker rm	(1) - Install door strike plate.
75	1049 - locker rm	(1) - install missing door knob.
76	1044 - auto mtvc	(1) - Repair overhead door #2.
76	1044 - auto mtvc	Patch and paint CMU.
76	1044 - auto mtvc	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
76	1044 - auto mtvc	(1) - Door and frame remove slide lock from door and frame
76	1044 - auto mtvc	(1) - Repair thermostat.
77	1052 - bldg.	Demo millwork, chase wall, and MEP's. Repair floor and drywall.
77	1052 - bldg.	(20) - Replace ceiling tiles.
77	1052 - bldg.	(10sq) - Ceiling grid
77	1052 - bldg.	(5'x2') - Repair drywall., paint
77	1052 - bldg.	(2) - Replace electrical cover plate.
77	1052 - bldg.	(1) - Supply grill clean, clean duct
77	1052 - bldg.	(1) - Clean return grill, clean ducts
77	1052 - bldg.	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
78	1050 - super	Demo millwork Patch wall and paint.
78	1050 - super	(7) - Replace ceiling tiles.
78	1050 - super	(3) - Replace electrical cover plate.
78	1050 - super	(1) - Supply grill clean, clean duct
78	1050 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
79	1051 - group super	Remove carpet. Repair/Replace VCT and clean/seal.
79	1051 - group super	(5) - Replace ceiling tiles.
79	1051 - group super	(2) - Replace electrical cover plate.
79	1051 - group super	(1) - Supply grill clean, clean duct
79	1051 - group super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
80	Room adjacent to 1042	Install missing CMU on the fire wall.
80	Room adjacent to 1042	Patch and paint CMU.
82	Room adjacent to 1042	Remove floor base.
82	Room adjacent to 1042	Reinstall the 2 hour rated sign on the CMU.
82	Room adjacent to 1042	Remove wood shelf. Patch and paint wall to match
83	Chiller Room	Mechanical Scope for All Glycol Equipment Removal (described below):
83	Chiller Room	Contain glycol, refrigerant, oil, etc. and properly dispose.
83	Chiller Room	Demolish and dispose of all glycol lines in the chiller room
83	Chiller Room	Cut and cap condenser water lines just above slab and dispose of piping that was in chiller room
83	Chiller Room	Cut and cap gas lines above slab
83	Chiller Room	Elec. Scope for All Glycol Equipment Removal (described below):
83	Chiller Room	Safe off all electric prior to demolition
83	Chiller Room	Demolish all electrical panels, motor control panels, disconnects, etc.
83	Chiller Room	Remove all conduit and wire associated with the glycol system that will be abandoned
83	Chiller Room	Remove all feeders going to panels and MCC.
83	Chiller Room	Remove all house keeping pads and patch floor
83	Chiller Room	Patch CMU walls where old piping passes thru
83	Chiller Room	Remove all tools, equipment, shelving, materials, etc.
83	Chiller Room	Patch spray fireproofing
83	Chiller Room	Repair any electrical code issues
83	Chiller Room	Repair Overhead door.
84	Boiler Room	Mechanical Scope for Boiler Removal (described below):
84	Boiler Room	Demolish boiler and all associated piping in boiler room
84	Boiler Room	Remove all gas piping from boiler room
84	Boiler Room	Cut and cap boiler flue piping within space and remove all demolished flue piping from boiler room
84	Boiler Room	Repair insulation at chilled water lines
84	Boiler Room	Elec. Scope for Boiler Removal (described below):
84	Boiler Room	Safe off all electric prior to demolition

84	Boiler Room	Demolish all electrical panels, motor control panels, disconnects, etc.
84	Boiler Room	Remove all conduit and wire associated with the boiler that will be abandoned
84	Boiler Room	Remove all feeders going to panels.
84	Boiler Room	Remove all house keeping pads and patch floor
84	Boiler Room	Demolish louver and infill with CMU
84	Boiler Room	Remove all tools, equipment, shelving, materials, etc.
84	Boiler Room	Cap both floor drains
84	Boiler Room	Patch spray fireproofing
84	Boiler Room	Repair any electrical code issues

Concourse D Turnover Space (Excludes Retained Space)		
Item #	Room	(Quantity) / Description
	All Areas	Clean area
	All Areas	Repair drywall, paint on columns by the storefront.
	All Areas	Walkoff mats to be replaced or infilled with tile or other approved flooring.
1	D1	Clean and replace damaged/stained areas. Vacuum carpet.
2	D2	Install missing tile and rubber base.
3	D2	Replace wallpaper on column with airport wallcovering spec.
4	D2	Re-glue carpet. Replace carpet where needed
5	D3	Replace cracked floor tile.
6	D4	Repair drywall then reinstall the tile wall base. Paint
8	D5	Repair wall paper under the water fountain.
9	D7	Re-install existing carpet.
10	D8	Install missing door closure.
11	D8	Install door kick down stop.
12	D10	Install missing door closure.
13	D10	Install door kick down stop.
14	D11 to 15	Millwork to be removed, flooring repaired/replaced and electrical/data capped with floor mount receptacle.
16	Hold Area	Repair wall paper., replace if necessary
17	Hold Area	Repair wall paper around the double door. Replace if necessary
18	Hold Area	(2) - Columns remove wall paper and replace wallpaper on column with airport wallcovering spec.
19	Elec 1212	8 ceiling tile replace
19	Elec 1212	clean supply grill Clean and reconnect all ducts
20	storage room	remove wall paper, make paint
20	storage room	6 ceiling tile
20	storage room	replace 4' of ceiling grid
20	storage room	Clean base, Clean and reconnect all ducts
20	storage room	Stained carpet - replace with new flooring if required

**ATTACHMENT 2**

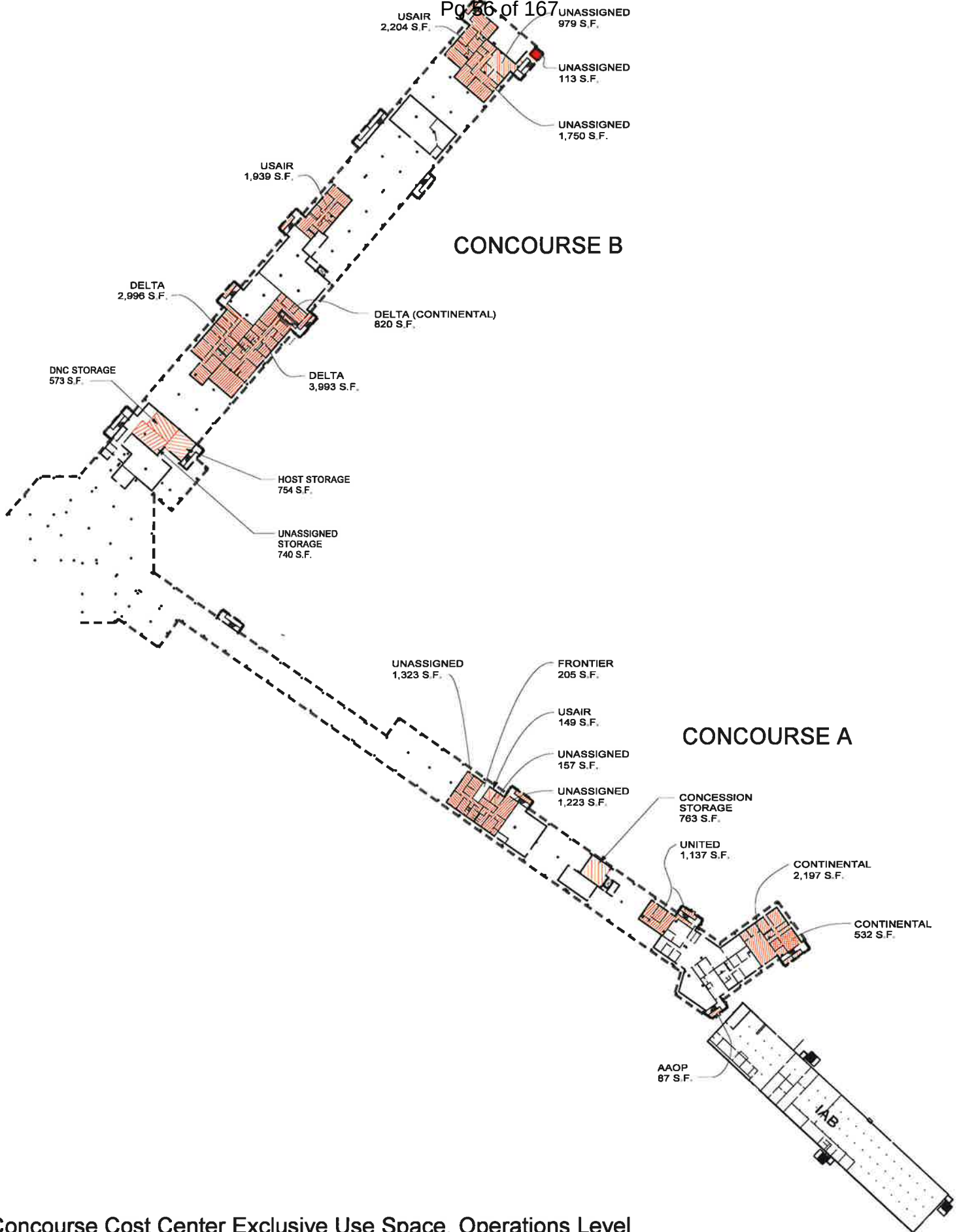




①	Delta	- 268 S.F.
②	Delta	- 219 S.F.
③	U.S. Air	- 352 S.F.
④	U.S. Air	- 221 S.F.
⑤	SmartCarte	- 112 S.F.
⑥	UNASSIGNED	- 112 S.F.
⑦	Excell Express	- 244 S.F.
⑧	Continental	- 221 S.F.
⑨	United	- 221 S.F.



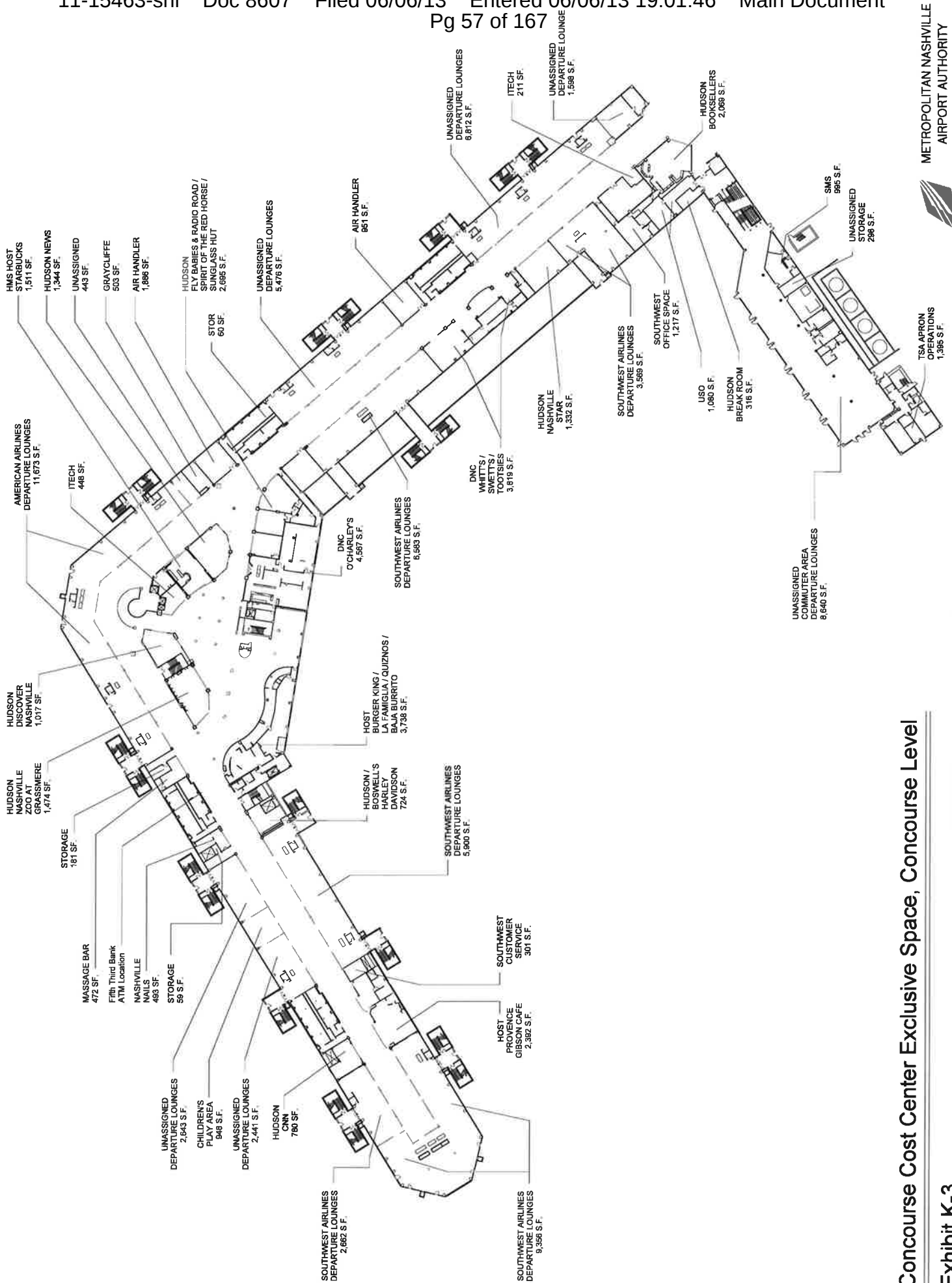




Concourse Cost Center Exclusive Use Space, Operations Level

Exhibit K-2

AS OF: MAY 20, 2013



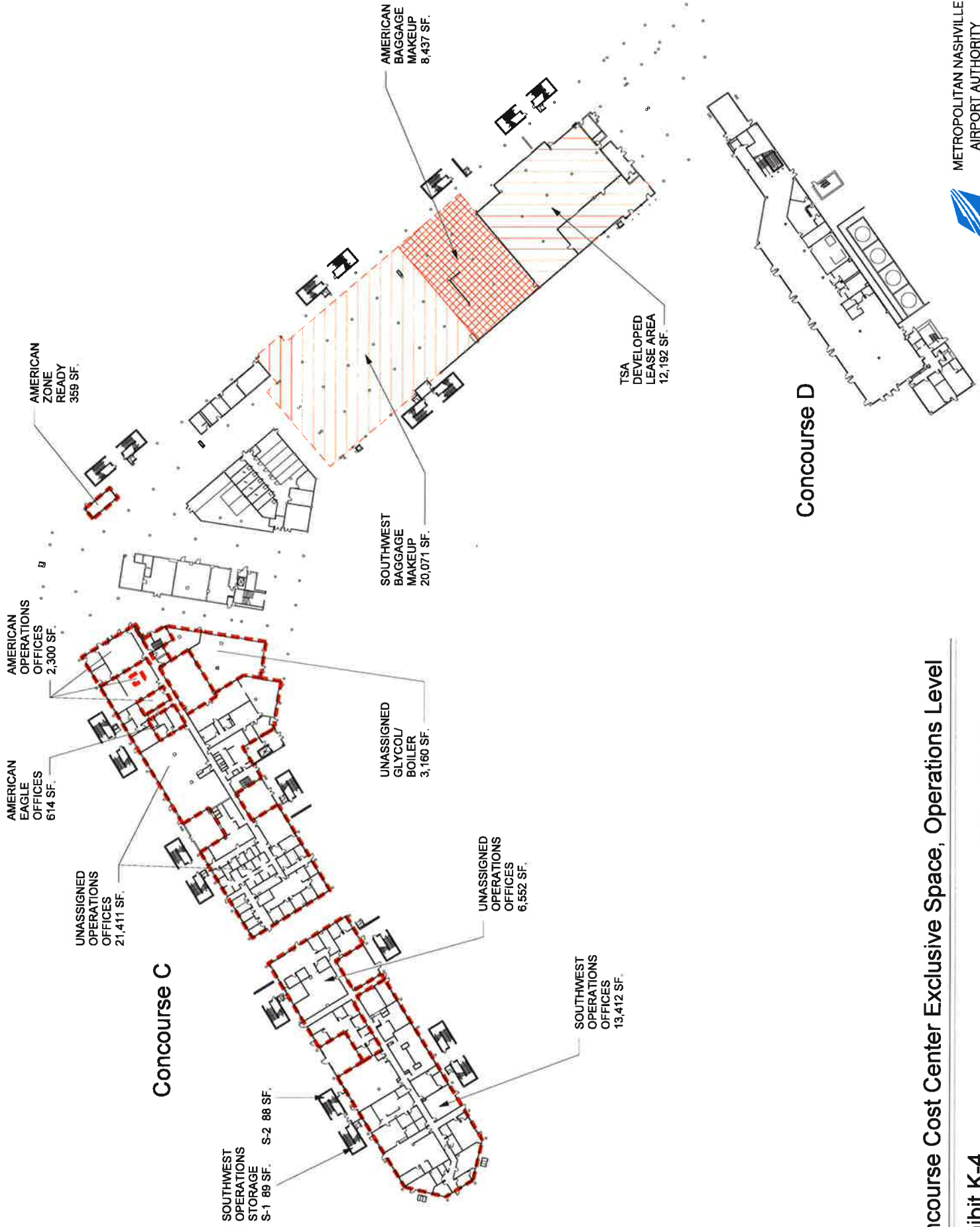
METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY



# Concourse Cost Center Exclusive Space, Concourse Level

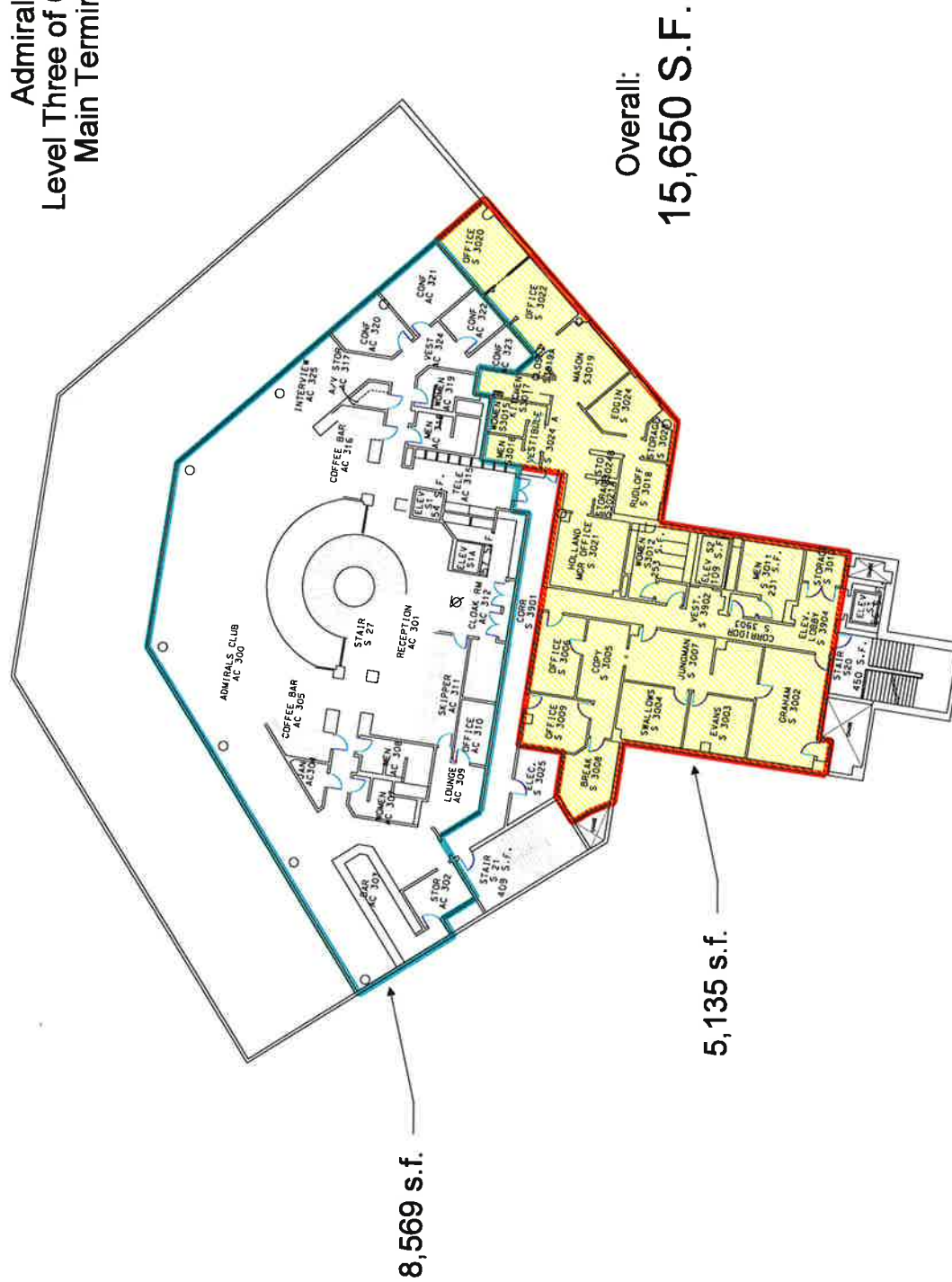
Exhibit K-3

AS OF: MAY 20, 2013





**Admiral's Club  
Level Three of Concourse "C"  
Main Terminal Building**



**EXHIBIT K-6**

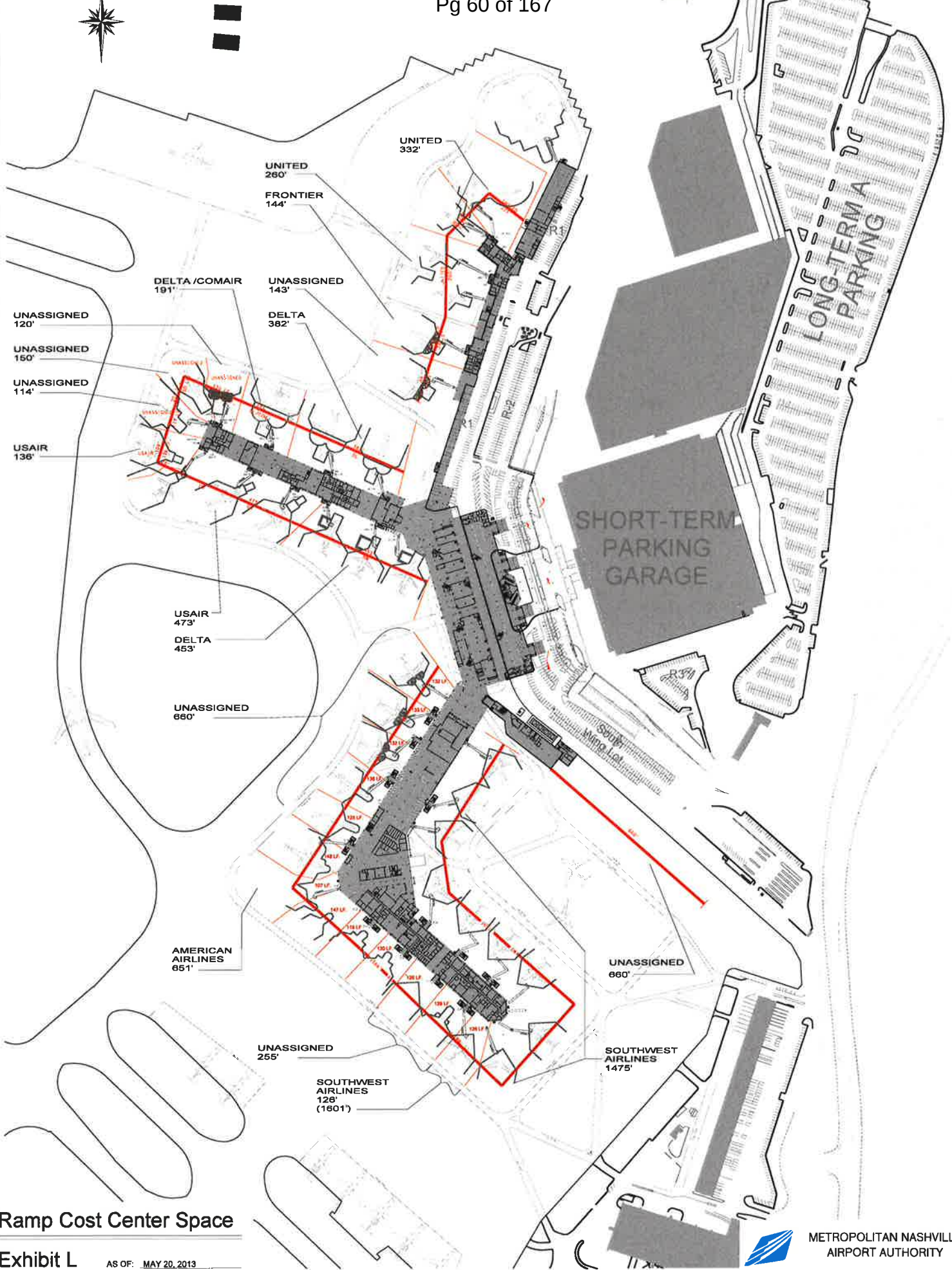
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ADMIRAL'S CLUB & ADMINISTRATIVE OFFICES

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**CONCOURSE COST CENTER EXCLUSIVE USE SPACE**

AS OF: JULY 1, 2010



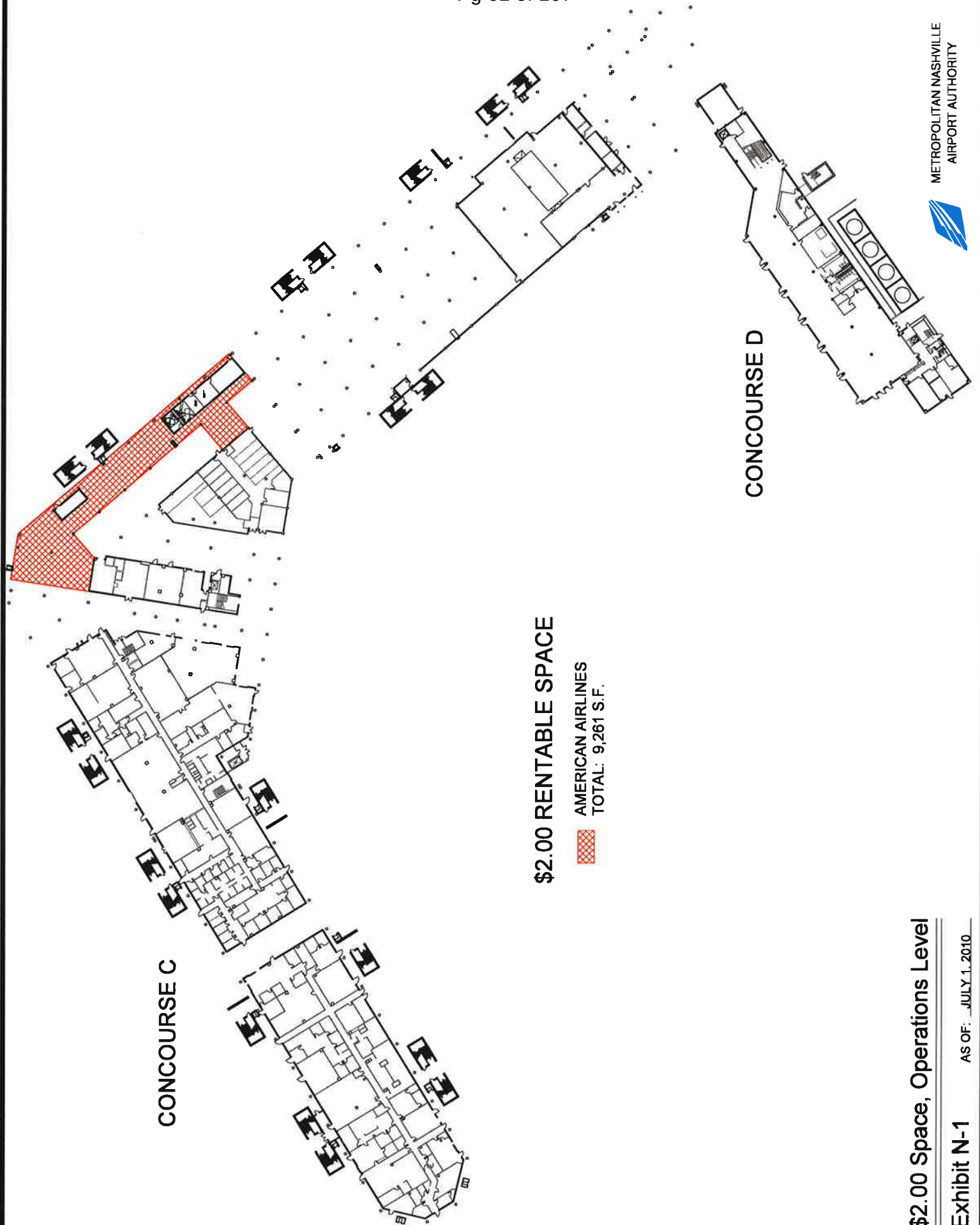
Ramp Cost Center Space

Exhibit L

AS OF: MAY 20, 2013



METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY

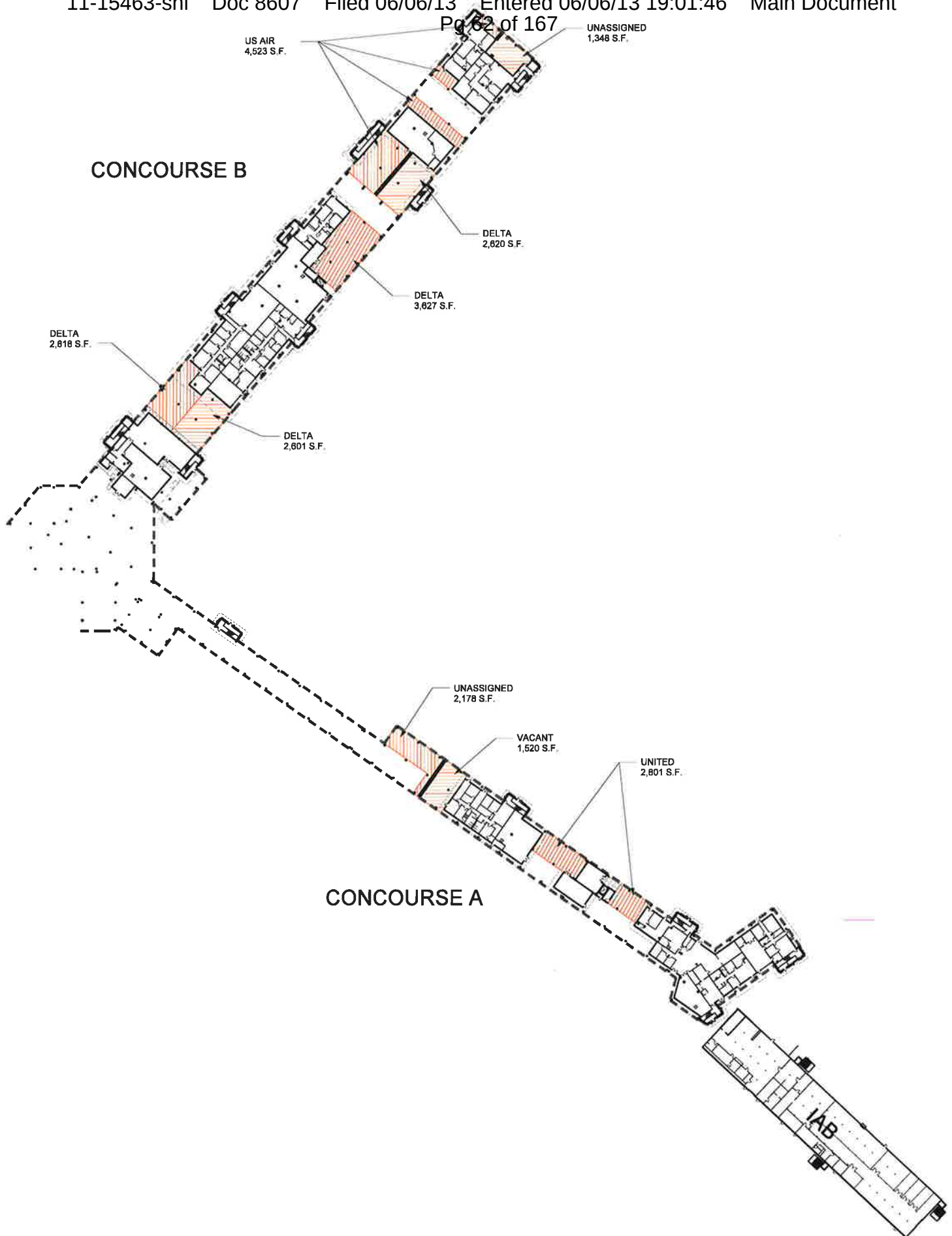


**\$2.00 Space, Operations Level**

**Exhibit N-1**

AS OF: JULY 1, 2010





\$2.00 Space, Apron Operations Level

Exhibit N - 2

AS OF: MAY 20, 2013



**EXHIBIT C**

**FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT  
BETWEEN METROPOLITAN NASHVILLE AIRPORT AUTHORITY AND  
AMERICAN EAGLE AIRLINES, INC. f/k/a NASHVILLE EAGLE, INC.**

This First Amendment (hereinafter referred to as the “First Amendment”), executed on June 6, 2013 and effective on the Effective Date set forth below, by and between the Metropolitan Nashville Airport Authority, a public corporation in the State of Tennessee (hereinafter referred to as “Lessor”) and American Eagle Airlines, Inc., f/k/a Nashville Eagle, Inc., a corporation authorized to do business in the State of Tennessee (hereinafter referred to as “Lessee,” and together with Lessor, the “Parties”), modifies and further amends the Amended and Restated Lease Agreement dated January 1, 1990 (hereinafter referred to as the “Lease”).

WHEREAS, Nashville Eagle, Inc. now does business as American Eagle Airlines, Inc., and Lessor acknowledges that all references to Nashville Eagle, Inc. in the Lease shall henceforth be treated as references to American Eagle Airlines, Inc.; and

WHEREAS, Lessee, together with certain affiliates, is a debtor in possession under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the cases styled “In re AMR Corporation, et al.” pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), in the jointly administered case no. 11-15463 (the “Bankruptcy Case”); and

WHEREAS, the Lease is an unexpired lease of non-residential real property, and pursuant to Section 365 of the Bankruptcy Code, the Lessee has the right to assume or reject the Lease; and

WHEREAS, Lessee now desires to surrender certain space back to Lessor, and the Parties desire to amend the Lease and the exhibits thereto contemporaneously with the assumption of the Lease by the Lessee in the Bankruptcy Case; and

WHEREAS, Lessee agrees that all rights in such surrendered space shall revert to Lessor; and

WHEREAS, the Amended and Restated Lease Agreement provides in Article XXVII that the Agreement may only be amended in writing; and

WHEREAS, the Parties desire to amend the Lease, and exhibits thereto to reflect the change to the Lessee’s premises at the Nashville International Airport (the “Airport”) and agreements related to the process for such change.

NOW, THEREFORE, in consideration of the premises, mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. All capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning assigned to such terms in the Leases.
2. As of the Effective Date, "ARTICLE II. Premises, Section B. Terminal Buildings, Concourses and Apron," located on page 12 of the Lease, is hereby deleted and the following is substituted in lieu thereof:

"B. Terminal Building, Concourses, and Apron

- (1) The exclusive use of the following described space:
    - a. Approximately 0 square feet of space in the Terminal Cost Center, said space being depicted and shown on Exhibits J.
    - b. Approximately 614 square feet of space in the North and/or South Concourse Cost Center, said space being depicted and shown on Exhibits K.
    - c. Approximately 0 linear feet of space in the Ramp Cost Center, said space being depicted and shown on Exhibit L.
  - (2) Approximately 42,010 square feet in the baggage claim area as depicted and shown on Exhibit M for the non-exclusive use by the Lessee, in conjunction with other Signatory Lessee Airlines.
3. Lessee hereby agrees that it shall complete the repair and maintenance items set forth on Attachment 1 hereto within ninety (90) days of receipt of a work permit for such repair and maintenance items (the "Repair Period"). In the event that Lessee does not complete such repair and maintenance items within the Repair Period, Lessee shall be required to pay rent for the Surrendered Space as if such Surrendered Space was still included in the Lease from the end of the Repair Period until the date such repair and maintenance items are reasonably completed.

4. As of the Effective Date, all prior versions of Exhibit “K” are hereby deleted in their entirety and Exhibit “K-4” attached hereto as Attachment 2, is hereby substituted in lieu thereof.
5. This First Amendment to the Lease shall be effective upon the Effective Date, as defined herein, and shall continue for the full term of the Lease, and any renewals thereof, unless otherwise modified or amended. For purposes of this First Amendment, the “Effective Date” shall be the date that is fifteen (15) days after the entry of an order by the Bankruptcy Court approving the assumption of the Lease, as amended hereby; provided, however, that if such order is not a “Final Order” as defined herein on such date, the Effective Date shall be the date upon which the Order becomes a “Final Order”. For purposes hereof, “Final Order” shall mean an order as to which the time to appeal, petition for certiorari, or move for reargument, rehearing or reconsideration has expired and as to which no appeal, petition for certiorari, or other proceeding for reargument, rehearing or reconsideration shall then be pending or as to which any right to appeal, petition for certiorari, reargue, rehear or reconsider shall have been waived in writing by the entity possessing such right.
6. Except as expressly modified and amended herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment shall in all instances control.

*[Remainder of Page Intentionally Blank; Signatures to Follow]*

By: \_\_\_\_\_  
Name: John Nicks  
Title: AE VP Corporate Services

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment as of the date first written above.

THE METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY

ATTEST:

By: \_\_\_\_\_  
Name: Robert J. Walker  
Title: Secretary

By: \_\_\_\_\_  
Name: Juli H. Mosley, P.E.  
Title: Chairman

By: \_\_\_\_\_  
Name: Rob Wigington  
Title: President and Chief Executive Officer

APPROVED AS TO  
FORM AND LEGALITY:

RECOMMENDED:

By: \_\_\_\_\_  
Name: Robert C. Watson  
Title: Senior Vice President and  
Chief Legal Officer

By: \_\_\_\_\_  
Name: Stan Van Ostran  
Title: Senior Vice President and  
Chief Financial Officer

AMERICAN EAGLE AIRLINES, INC.

By:   
Name: John Nicks  
Title: AE VP Corporate Services

**ATTACHMENT 1**

Exhibit

Concourse A Turnover Space (Excludes Retained Space)		
Item #	Room	(Quantity) / Description
	All	Patch Drywall damage and paint .
	All	Replace with new flooring as specified below. Clean floor.
		check all receptacles for power
	1002 - bulk stor	Service exhaust fan verify operation
	1002 - bulk stor	Install electrical cover plates.
	1002 - bulk stor	Replace thermostat verify operation.
	1002 - bulk stor	Repair damage door frame to the corridor.
	1002 - bulk stor	Install missing door strike plate.
	1002 - bulk stor	Bondo door and remove screw to the exit door.
	1002 - bulk stor	Install door kick down stop.
	1003 - flight support	(1) - Replace light bulbs in inoperable lights. Verify and make operational
	1003 - flight support	Install missing light switch.
	1003 - flight support	Install electrical cover plates.
	1003 - flight support	Remove carpet and replace carpet or VCT
	1003 - flight support	(5) - Replace ceiling tiles with matching tile.
	1003 - flight support	(10) - Install missing light cover.
	1003 - flight support	Replace supply grill and duct cleaning and possible replacement may be needed .
	1003 - flight support	Bondo door and remove screw to the exit door.
	1003 - flight support	Replace damaged door weather stripping.
	1003 - flight support	Clean exhaust grill duct cleaning and possible replacement may be needed.
	1004 - superv	Replace damage ceiling grid 5' wall angle.
	1004 - superv	(10) - Replace ceiling tile. Install new ceiling tiles unless enough of the same type/color are available
	1004 - superv	(7) - Install light cover.
	1004 - superv	(2) -Clean and repaint supply grill duct cleaning and possible replacement may be needed
	1004 - superv	Clean exhaust grill duct cleaning and possible replacement may be needed.
	1004 - superv	Remove carpet and replace carpet or VCT
	1004 - superv	Install electrical cover plates.
	1004 - superv	Replace damage floor base 2'.
	1004 - superv	Remove curtain and bondo window frame.
	1005 - office	(6) - Replace ceiling tile ceiling tiles unless enough of the same type/color are available.
	1005 - office	Clean and repaint supply grill duct cleaning and possible replacement may be needed.
	1005 - office	Clean light cover.
	1005 - office	Remove carpet and carpet or install VCT
	1005 - office	Adjust door to the corridor.
	1005 - office	replace 2' ceiling grid.
	1006 - locker rm	(1) - Replace door.
	1006 - locker rm	Remove carpet and replace carpet or VCT
	1006 - locker rm	(5) - Replace ceiling tile. Install new ceiling tiles unless enough of the same type/color are available.
	1006 - locker rm	Replace supply grill duct cleaning and possible replacement may be needed.
	1007 - shower	(1) - Replace light bulbs in inoperable lights. Verify and make operational.
	1007 - shower	Install missing door knob.
	1007 - shower	Clean exhaust grill, duct cleaning and possible replacement may be needed.
	1008 - tele room	Clean exhaust grill, duct cleaning and possible replacement may be needed.
	1008 - tele room	Install missing floor base 6'.
	1008 - tele room	(5) - Replace ceiling tiles to match.
	1008 - tele room	clean existing floor tile as is.
	1008 - tele room	(1) - Repair door knob.
	1010 - men bathroom	(5) - Replace ceiling tiles to match.
	1010 - men bathroom	(1) - replace urinal
	1010 - men bathroom	(1) - Replace Toilet
	1010 - men bathroom	Replace supply grill duct cleaning and possible replacement may be needed.
	1010 - men bathroom	Replace supply grill duct cleaning and possible replacement may be needed.
	1010 - men bathroom	Replace damaged wall tile that has screw holes.
	1010 - men bathroom	Bondo door and frame.
	corridor close to the bathroom	Replace light cover.
	corridor close to the bathroom	Replace return grill duct cleaning and possible replacement may be needed.
	corridor close to the bathroom	Replace supply grill, duct cleaning and possible replacement may be needed.
	corridor close to the bathroom	(8) - Replace ceiling tile to match.
	corridor close to the bathroom	Install missing strike plate
	corridor close to the bathroom	Bondo door
	corridor close to the bathroom	Install door stop.
	corridor	VCT clean existing, replace if does not come clean.
	corridor	(5) - Install ceiling tile to match.
	corridor	Replace thermostat.
	corridor	Clean and repaint supply grill clean duct or replace.



Concourse C Turnover Space (Excludes Retained Space)		
Item #	Room	(Quantity) / Description
	All Rooms	Drywall patch holes in walls and paint
	All Rooms	Broom clean. Flooring may need to be repaired or replaced as specified below.
	All Rooms	Install missing sprinkler escutcheons.
	All Rooms	Clean VCT wall base. Replace damaged or missing base
1	1070 - Group Superv	(7) - Replace Ceiling tiles.
1	1070 - Group Superv	(1) - Supply grill replace, clean all ducts
1	1070 - Group Superv	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
1	1070 - Group Superv	(3) - Install electrical cover plates.
1	1070 - Group Superv	(1) - Clean return grill and ducts
1	1070 - Group Superv	(1) - New thermostat.
2	1071 - Group Superv	(1) - Install electrical cover plates.
2	1071 - Group Superv	(1) - Supply grill clean, clean duct
2	1071 - Group Superv	(1) - clean return grill replace clean ducts
2	1071 - Group Superv	(2) - ceiling tile replace.
2	1071 - Group Superv	Patch wood door screw holes (2), paint door.
2	1071 - Group Superv	Replace missing door knob screw.
3	1072 - Group Super	Repair phone jack, verify operational
3	1072 - Group Super	(1) - Replace light bulbs in inoperable lights. Replace ballast and fixture if necessary.
3	1072 - Group Super	(1) - Supply grill clean, clean duct
3	1072 - Group Super	(1) - Clean return grill replace, clean duct
3	1072 - Group Super	(1) - replace light cover.
3	1072 - Group Super	(5) - Replace ceiling tile.
4	1073 - Men Restroom	Adjust door.
4	1073 - Men Restroom	Adjust toilet partition that is loose, repair to operational or replace.
4	1073 - Men Restroom	Bondo metal door frame.
4	1073 - Men Restroom	(1) - Supply grill clean, clean duct
4	1073 - Men Restroom	(1) - Clean return grill, clean ducts
4	1073 - Men Restroom	clean return grill on the door.
4	1073 - Men Restroom	Clean plumbing drains, replace if they don't come clean.
4	1073 - Men Restroom	(1) - Vanity repair, place if necessary
4	1073 - Men Restroom	Re-caulk all existing fixtures.
4	1073 - Men Restroom	Replace all ceiling tile, replace grid if necessary.
4	1073 - Men Restroom	Clean floor and base tile, replace if it does not clean.
4	1073 - Men Restroom	Replace door, paint to match.
4	1073 - Men Restroom	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
5	1074 - Women Restroom	Patch wood door screw holes.
5	1074 - Women Restroom	Bondo metal door frame.
5	1074 - Women Restroom	(1) - Supply grill clean, clean duct
5	1074 - Women Restroom	(1) - Clean return grill, clean ducts
5	1074 - Women Restroom	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
5	1074 - Women Restroom	Clean floor and base tile, Replace if necessary.
5	1074 - Women Restroom	Re-caulk all existing fixtures.
5	1074 - Women Restroom	Demo and replace area of wall rot. Reinstall tile base after fixing the wall.
6	1101 - Supvr / 1102 - Conf	(6) - Install Electrical cover plates.
6	1101 - Supvr / 1102 - Conf	(1) - Install door stop.
6	1101 - Supvr / 1102 - Conf	(5) - Replace ceiling tile.
6	1101 - Supvr / 1102 - Conf	(3) - Replace light bulbs in inoperable lights. Replace ballast and fixtures if required.
6	1101 - Supvr / 1102 - Conf	(1) - Replace door, paint to match.
6	1101 - Supvr / 1102 - Conf	(2) - Install door kick down stop.
6	1101 - Supvr / 1102 - Conf	(1) - Supply grill replace, clean all ducts.
6	1101 - Supvr / 1102 - Conf	(2) - Replace return grill replace, clean all ducts.
6	1101 - Supvr / 1102 - Conf	(1) - Install door stop.
7	1908, 1905, 1099	Remove AA signage. Paint to match
7	1908, 1905, 1099	(1) - Repair wall water fountain, replace if necessary.
7	1908, 1905, 1099	(1) - Install new wall water fountain at location were existing
7	1908, 1905, 1099	Remove mill work. Patch wall and paint
7	1908, 1905, 1099	(15) - Replace water damaged ceiling tiles and grid.
7	1908, 1905, 1099	(2) - Replace exit lights.
7	1908, 1905, 1099	(1) - Add exit light.
7	1908, 1905, 1099	(2) - Bondo metal door frames.
7	1908, 1905, 1099	(4) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
7	1908, 1905, 1099	(1) - Adjust door.
7	1908, 1905, 1099	Install missing base behind millwork.
7	1908, 1905, 1099	(3) - Supply grill clean, clean all ducts
7	1908, 1905, 1099	(1) - Install return grill, clean all ducts
8	1098 - Mgr.	(1) - Clean supply grill clean all ducts
8	1098 - Mgr.	(1) - Clean return grill, clean ducts
8	1098 - Mgr.	(3) - Install electrical cover plates.
8	1098 - Mgr.	Remove millwork, patch and paint
8	1098 - Mgr.	(6) - Replace ceiling tiles.
8	1098 - Mgr.	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
8	1098 - Mgr.	(1) - Remove curtain and bondo hole in window frame.
9	1097 - Mgr.	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
9	1097 - Mgr.	(4) - Replace electrical cover plate.
9	1097 - Mgr.	(1) - Replace supply grill, clean all ducts
9	1097 - Mgr.	(6) - Replace ceiling tiles.
9	1097 - Mgr.	(1) - bondo window frame.
9	1097 - Mgr.	Replace missing door knob screw.
10	1096 - Mgr.	Replace missing light switch cover.
10	1096 - Mgr.	(3) - Replace electrical cover plate.

10	1096 - Mgr.	(8) - Replace ceiling tiles.
10	1096 - Mgr.	(1) - Bondo window frame.
10	1096 - Mgr.	(1) - Replace return grill, clean all ducts
10	1096 - Mgr.	Replace missing door knob screw.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Install door stop.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
14	room is adjacent to 1101-Supvr/1102-Conf	(2) - Install door kick down stop.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Replace electrical cover plate.
14	room is adjacent to 1101-Supvr/1102-Conf	(9) - Replace ceiling tiles.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Clean supply grill, clean all ducts.
14	room is adjacent to 1101-Supvr/1102-Conf	(1) - Install return grill, clean all ducts.
15	1104 / 1100 - passage	(2) - Install door kick down stops.
15	1104 / 1100 - passage	(8) - Replace ceiling tiles.
15	1104 / 1100 - passage	(2) - Clean return grill, clean all ducts
15	1104 / 1100 - passage	(1) - Clean supply grill, clean all ducts.
15	1104 / 1100 - passage	Remove AA signage, patch and paint to match.
16	1103 - super	(2) - Install missing and damaged VCT
16	1103 - super	(1) - Repair phone jack verify operational.
16	1103 - super	(1) - Replace electrical cover plate.
16	1103 - super	(1) - Replace missing light cover.
16	1103 - super	(1) - Replace supply grill, clean ducts.
16	1103 - super	(5) - Replace ceiling tiles.
17	1090 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
17	1090 - super	(4) - Replace ceiling tiles.
17	1090 - super	(2) - Replace electrical cover plate.
17	1090 - super	(2) - Clean supply grill, clean ducts.
17	1090 - super	(1) - Replace missing door hinge.
18	1091 - super	(1) - Replace electrical cover plate.
18	1091 - super	(1) - Clean supply grill, clean ducts.
18	1091 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
18	1091 - super	(1) - Remove wood hanger on the wall, paint wall.
19	1092 - super	(1) - Replace electrical cover plate.
19	1092 - super	(2) - Replace ceiling tiles.
19	1092 - super	(2) - clean supply grill, clean ducts.
19	1092 - super	(1) - Replace return grill, clean all ducts
19	1092 - super	(1) - Remove curtain and bondo hole in window frame.
20	1093 - super	(5) - Replace ceiling tiles.
20	1093 - super	(1) - Clean supply grill, clean all ducts.
20	1093 - super	(1) - Clean return grill, clean ducts
20	1093 - super	(1) - Replace electrical cover plate.
20	1093 - super	(1) - Bondo window frame
21	1908 - corridor	AA signage needs to be removed, patch and paint wall.
21	1908 - corridor	Replace damaged floor base.
21	1908 - corridor	(5) - Replace wall panels.
21	1908 - corridor	(8) - Replace ceiling tiles.
21	1908 - corridor	(1) - Supply grill clean, clean duct
21	1908 - corridor	(1) - Repair door weather stripping that is damaged or replace
21	1908 - corridor	(1) - Bondo metal door and door frame.
21	1908 - corridor	Repair drywall 6' x 1' by the door and paint.
21	1908 - corridor	Adjust corridor door.
22	1076 & 1080-1087 - office	(All) - Replace ceiling tile.
22	1076 & 1080-1087 - office	Remove carpet. Replace damaged VCT, clean and seal.
22	1076 & 1080-1087 - office	(4) - Supply grill replace, clean ducts
22	1076 & 1080-1087 - office	(3) - Clean return grill, clean ducts
22	1076 & 1080-1087 - office	(1) - Replace light cover.
22	1076 & 1080-1087 - office	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required.
22	1076 & 1080-1087 - office	(8) - Replace light bulbs in inoperable lights. Replace ballast and fixtures if required
22	1076 & 1080-1087 - office	Patches and paint walls.
22	1076 & 1080-1087 - office	(1) - Remove wood hanger on the wall, paint wall.
23	1075,1077,1078 - office	Remove millwork and cap sink, repair wall and paint
23	1075,1077,1078 - office	(2) - Clean return grill, clean all ducts
23	1075,1077,1078 - office	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required.
23	1075,1077,1078 - office	(3) - Supply grill clean, clean all ducts
23	1075,1077,1078 - office	(3) - Replace electrical cover plate.
23	1075,1077,1078 - office	(All) - Replace ceiling tile.
23	1075,1077,1078 - office	Patch drywall and paint.
24	1079 - storage	(1) - Clean return grill, clean ducts
24	1079 - storage	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required.
24	1079 - storage	(12) - Replace ceiling tiles.
24	1079 - storage	(1) - Install missing door handle.
24	1079 - storage	(1) - Remove door latch.
24	1079 - storage	(1) - Bondo door frame and door and paint.
25	1110 - lead office	(1) - Remove curtain and bondo hole in window frame.
25	1110 - lead office	(1) - Replace electrical cover plate.
25	1110 - lead office	(1) - Supply grill clean, clean duct
25	1110 - lead office	(1) - Clean return grill, clean ducts
25	1110 - lead office	(3) - Replace ceiling tiles.
26	1114 - clerk	(1) - Supply grill clean, clean duct
26	1114 - clerk	(10) - Replace ceiling tiles.
26	1114 - clerk	(2) - Replace electrical cover plate.
26	1114 - clerk	6'x3' drywall patch and paint.
27	1115 - clerk	(1) - Replace electrical cover plate.

27	1115 - clerk	(3) - Replace ceiling tiles.
28	1116 - clerk	(2) - Replace electrical cover plate.
28	1116 - clerk	(2) - Replace ceiling tiles.
29	1118 - personal	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
29	1118 - personal	(1) - Remove curtain and bondo hole in window frame.
29	1118 - personal	(1) - Supply grill clean, clean duct
29	1118 - personal	(2) - Replace ceiling tiles.
30	1117, 1112 - corridor	(18) - Replace ceiling tiles.
30	1117, 1112 - corridor	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
30	1117, 1112 - corridor	(1) - Replace crack glass in exit door 3x6.
30	1117, 1112 - corridor	(1) - Replace door weather striping.
30	1117, 1112 - corridor	Adjustment exit door.
30	1117, 1112 - corridor	Remove AA signage, patch and paint to match.
30	1117, 1112 - corridor	(1) - Remove water fountain.
30	1117, 1112 - corridor	(1) - Install new water fountain at drain and water lines stub
30	1117, 1112 - corridor	(1) - Supply grill clean, clean duct
31	1111 - super	(2) - Replace missing door handles.
31	1111 - super	(2) - install door kick down stop.
31	1111 - super	(1) - Replace wood door.
31	1111 - super	(7) - Replace ceiling tiles.
31	1111 - super	(6) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
31	1111 - super	(1) - Supply grill clean, clean duct
31	1111 - super	(1) - Clean return grill, clean ducts
32	1113 - file room	(2) - Supply grill clean, clean ducts
32	1113 - file room	(1) - Clean return grill, clean ducts
32	1113 - file room	(6) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
32	1113 - file room	(5') - Replace missing floor base.
32	1113 - file room	Replace wood case around door opening.
32	1113 - file room	(3) - Replace ceiling tiles.
32	1113 - file room	(2) - Replace electrical cover plate.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(2) - Replace electrical cover plate.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(1) - Clean supply grill, clean all ducts.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(1) - Clean return grill, clean ducts
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(4) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required unknown fixture or ballast repairs.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(4') - Replace missing floor base.
33	room is adjacent to 1113 - file room and 1117, 1112 - corridor	(6) - Replace ceiling tiles.
34	1121 - men bathroom	Caulk all fixtures.
34	1121 - men bathroom	Replace fixtures
34	1121 - men bathroom	(6) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
34	1121 - men bathroom	Clean the tile grout joints on wall and floor. Replace tiles if needed
34	1121 - men bathroom	(3) - Supply grill clean, clean all ducts.
34	1121 - men bathroom	(3) - Clean return grill, clean ducts
34	1121 - men bathroom	(5) - replace urinal and flush valve.
34	1121 - men bathroom	(3) - Replace shower assemblies.
34	1121 - men bathroom	(6) - Replace sink faucets.
34	1121 - men bathroom	(28) - replace wall tile that have screw holes.
34	1121 - men bathroom	(all showers) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
34	1121 - men bathroom	(20) - Replace ceiling tiles.
34	1121 - men bathroom	(6) - Replace corner tile.
34	1121 - men bathroom	(10) - Hole under the sink 1'x4', patch and install tile.
35	training area	(1) - Install missing door handle.
35	training area	(1) - Clean supply grill, clean all ducts.
35	training area	(1) - Clean return grill, clean ducts
35	training area	Remove AA signs. Patch and paint walls to match.
35	training area	(3) - Replace ceiling tiles.
36	1088 - super	(1) - Supply grill clean, clean duct
36	1088 - super	(1) - Clean return grill, clean ducts
36	1088 - super	(1) - Install door stop.
36	1088 - super	(4) - Replace ceiling tiles.
36	1088 - super	(1) - Bondo door and frame holes and for paint ready.
37	1089 - insp	(1) - Supply grill clean, clean duct
37	1089 - insp	(1) - Clean return grill,
37	1089 - insp	(5) - Replace electrical cover plate.
37	1089 - insp	(2) - Replace ceiling tiles.
38	1119 - trg rm	Remove AA signs patch and paint to match
38	1119 - trg rm	(3) - Replace ceiling grid.
38	1119 - trg rm	(14) - Replace ceiling tiles.
38	1119 - trg rm	Remove divider wall.
38	1119 - trg rm	(2) - Supply grill clean, clean ducts
38	1119 - trg rm	(1) - Clean return grill, clean ducts
38	1119 - trg rm	(22') - Replace missing base missing behind the cabinet.
39	1909 - corridors	(50%) - Replace ceiling tile.
39	1909 - corridors	Remove AA signs, patch and paint wall to match
39	1909 - corridors	(5) - Supply grill clean, clean all ducts
39	1909 - corridors	Repair wall with water damage.

39	1909 - corridors	(14) - Replace missing or damaged VCT.
39	1909 - corridors	(130sqft) - Replace water damaged VCT.
40	S22 - stair	Clean and seal floor after repairs and needed replacement
40	S22 - stair	Touch-up paint walls.
41	part of the women locker(AA use it	Remove carpet.
41	part of the women locker(AA use it	(1) - Supply grill clean, clean duct
41	part of the women locker(AA use it	(1) - Clean return grill, clean ducts
41	part of the women locker(AA use it	(11) - Replace ceiling tiles.
41	part of the women locker(AA use it	(2) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
41	part of the women locker(AA use it	Remove AA signs, patch and paint wall to match
42	1129 - women bathroom	Caulk all fixture.
42	1129 - women bathroom	(30) - Replace wall tile that have screw holes.
42	1129 - women bathroom	(6) - Replace faucets.
44	1129 - women bathroom	(1) - Replace missing toilet.
42	1129 - women bathroom	(33) - Replace ceiling tiles.
42	1129 - women bathroom	(5) - Supply grill clean, clean all ducts
42	1129 - women bathroom	(5) - Clean return grill, clean all ducts
42	1129 - women bathroom	Remove partition wall.
42	1129 - women bathroom	(4) - Replace toilets.
42	1129 - women bathroom	(3) - Replace wall tile that are chipped.
42	1129 - women bathroom	Remove temp door.
43	1131 - janitor closet	(1) - Install door kick down stop.
43	1131 - janitor closet	(10) - Replace ceiling tiles.
43	1131 - janitor closet	(6') - Replace ceiling grid.
43	1131 - janitor closet	(1) - Replace Faucet on the mop sink.
43	1131 - janitor closet	(1) - Fix closure.
43	1131 - janitor closet	(1) - Replace return grill in door.
44	tele still in use	(10) - Replace ceiling tiles.
44	tele still in use	(4') - Replace ceiling grid.
44	tele still in use	(1) - Replace missing light cover.
45	1157 - waiting rm(still in use of AA)	Remove carpet. Repair/Replace VCT and clean/seal.
45	1157 - waiting rm(still in use of AA)	(1) - Clean return grill, clean ducts
45	1157 - waiting rm(still in use of AA)	(1) - Install missing door and hardware paint to match
47	1156 - agent	(1) - Install missing door, paint to match
47	1156 - agent	Remove wood shelf. Patch and paint wall to match
47	1156 - agent	(1) - Supply grill clean, clean duct
47	1156 - agent	(1) - Clean return grill, clean ducts
48	1158 - kitchen(still in use of AA)	(3) - Replace ceiling tiles.
48	1158 - kitchen(still in use of AA)	Replace missing millwork door.
48	1158 - kitchen(still in use of AA)	(2) - Replace VCT. Clean and seal
48	1158 - kitchen(still in use of AA)	Install missing splash guard.
49	1149 - mgr.	Remove carpet. Repair/Replace VCT and clean/seal.
49	1149 - mgr.	(1) - Supply grill clean, clean duct
49	1149 - mgr.	(1) - Clean return grill, clean ducts
49	1149 - mgr.	(1) - Remove curtain and bondo hole in window frame.
50	1153 - waiting room	(1) - Install missing door and hardware.
50	1153 - waiting room	(12') - Install missing base.
50	1153 - waiting room	Remove millwork desk. Patch wall and paint.
50	1153 - waiting room	(5) - Replace electrical cover plate.
50	1153 - waiting room	(1) - Supply grill clean, clean duct
50	1153 - waiting room	(1) - Clean return grill, clean ducts
50	1153 - waiting room	(4) - Replace ceiling tiles.
51	closet	Install missing base.
51	closet	Remove wood shelf, patch and paint drywall.
51	closet	(1) - Install new light.
52	toilet room	(1) - Replace toilet.
52	toilet room	Perform work to bring room up to ADA code.
52	toilet room	(1) - Clean return grill clean all ducts
52	toilet room	Replace door return grill.
52	toilet room	Remove millwork, patch and paint
53	1151 - exam	Replace sink.
53	1151 - exam	Adjust millwork doors and drawer.
53	1151 - exam	(5) - Replace ceiling tiles.
53	1151 - exam	(1) - Supply grill clean, clean duct
54	1152 - office	(1) - Replace electrical cover plate.
54	1152 - office	(1) - Replace ceiling tiles.
54	1152 - office	(1) - Supply grill clean, clean duct
56	1123,1125-1128 - big storage room	(1) - Install kick down stop
56	1123,1125-1128 - big storage room	(14) - Supply grill clean, clean all ducts
56	1123,1125-1128 - big storage room	(2) - Clean return grill, clean all ducts
56	1123,1125-1128 - big storage room	(18) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
56	1123,1125-1128 - big storage room	7'x3' drywall patch and paint.
56	1123,1125-1128 - big storage room	(15) - Broom sweep VCT., replace damaged VCT, clean and seal
56	1123,1125-1128 - big storage room	(1) - Remove slide lock on door, repair door lock
56	1123,1125-1128 - big storage room	(1) - Adjust doors.
56	1123,1125-1128 - big storage room	(1) - Replace water fountain.
57	women and men bathroom	Clean area. Repair and/or replace tiles and flooring as necessary
58	1021 - store	Clean floor. Repair and/or replace flooring as necessary
58	1021 - store	Patch and paint drywall.
58	1021 - store	(1) - Adjust door.
59	S21 - Stair	Patch and paint drywall.
59	S21 - Stair	Clean floor. Repair and/or replace flooring as necessary

59	S21 - Stair	(1) - Replace ceiling tiles.
60	1032B	(1) - Replace missing door hinge.
60	1032B	(1) - Supply grill clean, clean duct
60	1032B	(1) - Clean return grill, clean ducts
60	1032B	Remove wood shelf. Patch and paint wall to match
60	1032B	(5) - Replace ceiling tiles.
60	1032B	(1) - Replace electrical cover plate.
60	1032B	(1) - Install door stop.
60	1032B	(1) - Change out light switch.
61	1032A	(8') - Replace floor base.
61	1032A	(6) - Replace ceiling tiles.
61	1032A	(1) - Supply grill replace, clean all ducts
61	1032A	(1) - Replace return grill, clean all ducts
61	1032A	(1) - Install door and hardware. Paint to match
61	1032A	(1) - Install door stop.
61	1032A	(1) - Install new light fixture.
61	1032A	(1) - Replace electrical cover plate.
62	1055B - old kitchen	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
62	1055B - old kitchen	(2) - Replace electrical cover plate.
62	1055B - old kitchen	(10') - Replace missing floor base.
62	1055B - old kitchen	(9) - Replace ceiling tiles.
62	1055B - old kitchen	(1) - Supply grill clean, clean duct
62	1055B - old kitchen	(1) - Cap the drain and supply line.
63	1055A	(6) - Replace ceiling tiles.
63	1055A	(3) - Replace electrical cover plate.
63	1055A	(1) - Install missing door knob.
63	1055A	(1) - Install missing door hinge.
63	1055A	(1) - Replace thermostat.
63	1055A	(1) - Supply grill clean, clean duct
63	1055A	(1) - Clean return grill, clean ducts
64	1032 - part store	(15sqft) - broom sweep VCT. Replace damaged VCT. Clean and Seal
64	1032 - part store	(40sqft) - Replace ceiling grid.
64	1032 - part store	(40sqft) - Replace ceiling tiles.
64	1032 - part store	(1) - Supply grill broom sweep, clean all ducts
64	1032 - part store	(9') - Replace missing floor base.
64	1032 - part store	(3) - Replace ceiling tiles.
64	1032 - part store	(1) - Install door stop.
64	1032 - part store	(1) - Repair light switch.
64	1032 - part store	Remove all AA signage. Patch and paint to match
65	1055 - group supev	(All) - Replace ceiling tiles.
65	1055 - group supev	(1) - Supply grill clean, clean duct
65	1055 - group supev	(3) - Replace electrical cover plate.
65	1055 - group supev	(1) - Clean return grill, clean ducts
65	1055 - group supev	(1) - Install door stop.
65	1055 - group supev	(1) - Install missing door and hardware. Paint to match
65	1055 - group supev	Repair ceiling grid.
66	1056 - supev	(2) - different type of ceiling tile
66	1056 - supev	(2) - Replace electrical cover plate.
66	1056 - supev	(1) - Supply grill clean, clean duct
67	1039 - fire exit repr	(1) - Replace door and knob.
67	1039 - fire exit repr	(2) - Replace ceiling tiles.
67	1039 - fire exit repr	(10) - Replace damaged VCT, clean and seal
67	1039 - fire exit repr	(3) - Replace electrical cover plate.
67	1039 - fire exit repr	(1) - Supply grill clean, clean duct
67	1039 - fire exit repr	Remove window curtain and bondo window frame holes.
67	1039 - fire exit repr	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
68	1040 - tool box stor	Room has 2 different type of ceiling tile. Install one tile type in
68	1040 - tool box stor	(2) - Remove window curtain and bondo window frame holes.
68	1040 - tool box stor	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
68	1040 - tool box stor	(13) - Replace electrical cover plate.
68	1040 - tool box stor	Remove all AA signage. Patch and paint to match
68	1040 - tool box stor	(1) - Replace Thermostat.
69	1904 - corridor	Replace missing and damaged floor base.
69	1904 - corridor	(10) - Replace wall panels. Paint to match
69	1904 - corridor	Patch 2'x5' hole in drywall. Paint to match
69	1904 - corridor	(2) - Supply grill clean
69	1904 - corridor	Replace damaged ceiling tile and drywall. Paint to match
69	1904 - corridor	Remove all AA signage. Patch and paint to match
69	1904 - corridor	(1) - Install door stop.
69	1904 - corridor	(2) - Adjust door to the exterior. Replace if necessary
69	1904 - corridor	(25) - Replace damaged VCT, clean and seal
70	1041,1057,1054,1058 - work rm	Patch and paint CMU.
70	1041,1057,1054,1058 - work rm	(2) - bondo door and frame.
70	1041,1057,1054,1058 - work rm	(2) - Remove door slide lock. Replace with correct lock
70	1041,1057,1054,1058 - work rm	Pressure wash the floor. Replace flooring if required before cleaning
70	1041,1057,1054,1058 - work rm	Reinstall the 2 hour rated sign back on the block wall.
70	1041,1057,1054,1058 - work rm	Fire caulk all penetration thru the block wall.
70	1041,1057,1054,1058 - work rm	(10) - Install missing CMU on a 2 hour CMU wall around the
70	1041,1057,1054,1058 - work rm	(1) - double door install closure.
70	1041,1057,1054,1058 - work rm	(1) - Install 2 screws on the door hinges.
70	1041,1057,1054,1058 - work rm	(1) - bondo double door and frame.
71	1045 - CMPR	(1) - Door install 3 screws missing on the hinge.

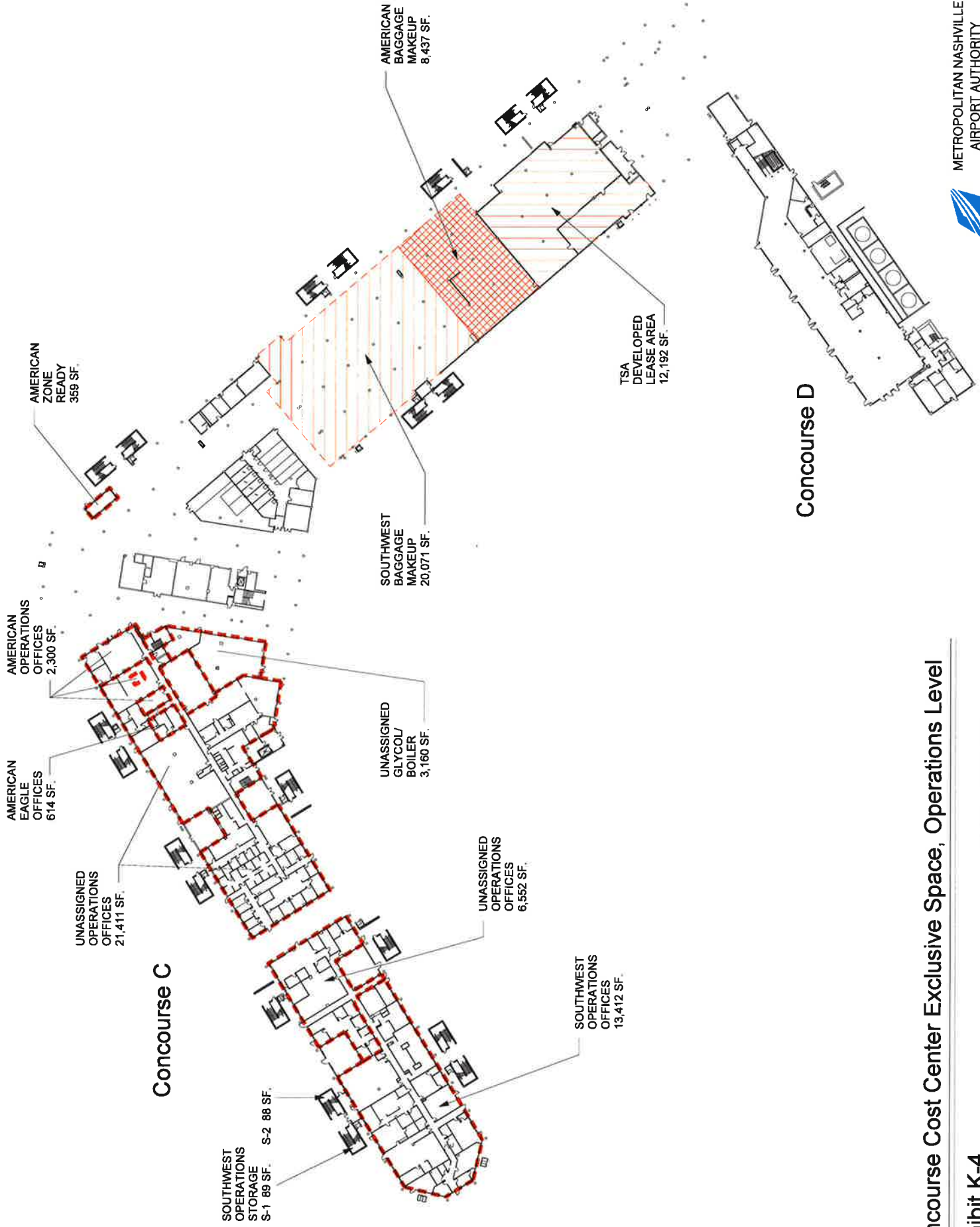
71	1045 - CMPR	Patch and paint CMU.
71	1045 - CMPR	(1) - Supply grill clean, clean duct
71	1045 - CMPR	(1) - Install door stop.
72	1046 - Bat rm	(1) - Install missing door knob.
72	1046 - Bat rm	(1) - Install door kick down stop.
72	1046 - Bat rm	(1) - Supply grill clean, clean duct
72	1046 - Bat rm	Remove washing and dryer.
72	1046 - Bat rm	Remove water heater.
72	1046 - Bat rm	Remove shelving.
72	1046 - Bat rm	Remove mop holder.
72	1046 - Bat rm	Patch and paint CMU.
72	1046 - Bat rm	Clean floor. Clean and seal after repairs and needed replacement.
73	1047 - super	(1) - install missing door knob.
73	1047 - super	(All) - Replace ceiling tiles.
73	1047 - super	(1) - Supply grill clean, clean duct
73	1047 - super	(1) - Repair thermostat.
73	1047 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
73	1047 - super	Patch and paint CMU.
73	1047 - super	(1) - Remove curtain and bondo holes in window frame.
73	1047 - super	(1) - Clean return grill, clean ducts
74	1048 - part room	(15) - Replace ceiling tiles.
74	1048 - part room	(1) - Supply grill clean, clean duct
74	1048 - part room	(2) - Clean return grill, clean all ducts
74	1048 - part room	Patch and paint CMU.
74	1048 - part room	(1) - Install door strike plate.
75	1049 - locker rm	Patch and paint CMU.
75	1049 - locker rm	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
75	1049 - locker rm	(1) - Supply grill clean, clean duct
75	1049 - locker rm	(1) - Clean return grill, clean ducts
75	1049 - locker rm	(1) - Install door strike plate.
75	1049 - locker rm	(1) - install missing door knob.
76	1044 - auto mtvc	(1) - Repair overhead door #2.
76	1044 - auto mtvc	Patch and paint CMU.
76	1044 - auto mtvc	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
76	1044 - auto mtvc	(1) - Door and frame remove slide lock from door and frame
76	1044 - auto mtvc	(1) - Repair thermostat.
77	1052 - bldg.	Demo millwork, chase wall, and MEP's. Repair floor and drywall.
77	1052 - bldg.	(20) - Replace ceiling tiles.
77	1052 - bldg.	(10sq) - Ceiling grid
77	1052 - bldg.	(5'x2') - Repair drywall., paint
77	1052 - bldg.	(2) - Replace electrical cover plate.
77	1052 - bldg.	(1) - Supply grill clean, clean duct
77	1052 - bldg.	(1) - Clean return grill, clean ducts
77	1052 - bldg.	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
78	1050 - super	Demo millwork Patch wall and paint.
78	1050 - super	(7) - Replace ceiling tiles.
78	1050 - super	(3) - Replace electrical cover plate.
78	1050 - super	(1) - Supply grill clean, clean duct
78	1050 - super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
79	1051 - group super	Remove carpet. Repair/Replace VCT and clean/seal.
79	1051 - group super	(5) - Replace ceiling tiles.
79	1051 - group super	(2) - Replace electrical cover plate.
79	1051 - group super	(1) - Supply grill clean, clean duct
79	1051 - group super	(1) - Replace light bulbs in inoperable lights. Replace ballasts and fixtures if required
80	Room adjacent to 1042	Install missing CMU on the fire wall.
80	Room adjacent to 1042	Patch and paint CMU.
82	Room adjacent to 1042	Remove floor base.
82	Room adjacent to 1042	Reinstall the 2 hour rated sign on the CMU.
82	Room adjacent to 1042	Remove wood shelf. Patch and paint wall to match
83	Chiller Room	Mechanical Scope for All Glycol Equipment Removal (described below):
83	Chiller Room	Contain glycol, refrigerant, oil, etc. and properly dispose.
83	Chiller Room	Demolish and dispose of all glycol lines in the chiller room
83	Chiller Room	Cut and cap condenser water lines just above slab and dispose of piping that was in chiller room
83	Chiller Room	Cut and cap gas lines above slab
83	Chiller Room	Elec. Scope for All Glycol Equipment Removal (described below):
83	Chiller Room	Safe off all electric prior to demolition
83	Chiller Room	Demolish all electrical panels, motor control panels, disconnects, etc.
83	Chiller Room	Remove all conduit and wire associated with the glycol system that will be abandoned
83	Chiller Room	Remove all feeders going to panels and MCC.
83	Chiller Room	Remove all house keeping pads and patch floor
83	Chiller Room	Patch CMU walls where old piping passes thru
83	Chiller Room	Remove all tools, equipment, shelving, materials, etc.
83	Chiller Room	Patch spray fireproofing
83	Chiller Room	Repair any electrical code issues
83	Chiller Room	Repair Overhead door.
84	Boiler Room	Mechanical Scope for Boiler Removal (described below):
84	Boiler Room	Demolish boiler and all associated piping in boiler room
84	Boiler Room	Remove all gas piping from boiler room
84	Boiler Room	Cut and cap boiler flue piping within space and remove all demolished flue piping from boiler room
84	Boiler Room	Repair insulation at chilled water lines
84	Boiler Room	Elec. Scope for Boiler Removal (described below):
84	Boiler Room	Safe off all electric prior to demolition

84	Boiler Room	Demolish all electrical panels, motor control panels, disconnects, etc.
84	Boiler Room	Remove all conduit and wire associated with the boiler that will be abandoned
84	Boiler Room	Remove all feeders going to panels.
84	Boiler Room	Remove all house keeping pads and patch floor
84	Boiler Room	Demolish louver and infill with CMU
84	Boiler Room	Remove all tools, equipment, shelving, materials, etc.
84	Boiler Room	Cap both floor drains
84	Boiler Room	Patch spray fireproofing
84	Boiler Room	Repair any electrical code issues

Concourse D Turnover Space (Excludes Retained Space)		
Item #	Room	(Quantity) / Description
	All Areas	Clean area
	All Areas	Repair drywall, paint on columns by the storefront.
	All Areas	Walkoff mats to be replaced or infilled with tile or other approved flooring.
1	D1	Clean and replace damaged/stained areas. Vacuum carpet.
2	D2	Install missing tile and rubber base.
3	D2	Replace wallpaper on column with airport wallcovering spec.
4	D2	Re-glue carpet. Replace carpet where needed
5	D3	Replace cracked floor tile.
6	D4	Repair drywall then reinstall the tile wall base. Paint
8	D5	Repair wall paper under the water fountain.
9	D7	Re-install existing carpet.
10	D8	Install missing door closure.
11	D8	Install door kick down stop.
12	D10	Install missing door closure.
13	D10	Install door kick down stop.
14	D11 to 15	Millwork to be removed, flooring repaired/replaced and electrical/data capped with floor mount receptacle.
16	Hold Area	Repair wall paper., replace if necessary
17	Hold Area	Repair wall paper around the double door. Replace if necessary
18	Hold Area	(2) - Columns remove wall paper and replace wallpaper on column with airport wallcovering spec.
19	Elec 1212	8 ceiling tile replace
19	Elec 1212	clean supply grill Clean and reconnect all ducts
20	storage room	remove wall paper, make paint
20	storage room	6 ceiling tile
20	storage room	replace 4' of ceiling grid
20	storage room	Clean base, Clean and reconnect all ducts
20	storage room	Stained carpet - replace with new flooring if required



**ATTACHMENT 2**



**EXHIBIT D**

**GROUND LEASE AMENDMENT,  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS GROUND LEASE AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “Agreement”) is made as of this 6th day of June, 2013 (the “Execution Date”) and is effective as of the Effective Date (as defined in Section 2 hereof), by and among **THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY** (the “Authority”), **AMERICAN AIRLINES, INC.**, a Delaware corporation authorized to do business in the State of Tennessee (the “Assignor”), and **BNA FUEL COMPANY LLC**, a Delaware limited liability company authorized to do business in the State of Tennessee (the “Assignee”).

**RECITALS:**

A. Authority and Assignor entered into the Ground Lease, dated as of October 1, 1985 (the “Original Ground Lease”), as amended and supplemented by the Amendment No. 1 to Ground Lease, dated as of February 23, 1987, the Amendment No. 2 to Ground Lease, dated as of September 22, 1995, the Amendment No. 3 to Ground Lease, dated as of November 3, 1995, the Amendment No. 4 to Ground Lease, dated as of September 23, 1998, the Amendment No. 5 to Ground Lease and Second Supplement to Special Facility Lease Agreement, dated as of March 1, 2007, and the Amendment No. 6 to Ground Lease and Third Supplement to Special Facility Lease Agreement, dated as of March 2, 2008 (the Original Ground Lease, as so amended and supplemented, is sometimes herein referred to as the “Ground Lease”), for the leasing of certain property described in Exhibit A hereto and incorporated herein by this reference (the “Land”) that is located at the Nashville International Airport (the “Airport”).

B. Authority and Assignor also entered into the Special Facility Lease Agreement, dated as of October 1, 1985 (the “Original Special Facility Lease”), as amended and supplemented by the First Supplement to Special Facility Lease Agreement, dated as of October 1, 1995, the Amendment No. 5 to Ground Lease and Second Supplement to Special Facility Lease Agreement, dated as of March 1, 2007, and the Amendment No. 6 to Ground Lease and Third Supplement to Special Facility Lease Agreement, dated as of March 2, 2008 (the Original Special Facility Lease, as so amended and supplemented, is sometimes herein referred to as the “Special Facility Lease”) for the acquisition and financing of the Special Facility (such term having the same meaning herein as in the Special Facility Lease).

C. Assignor is a debtor in possession under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the cases styled “*In re AMR Corporation, et al.*,” pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), Case No. 11-15463 (SHL) (Jointly Administered) (the “Chapter 11 Cases”). Assignor and certain of its debtor affiliates commenced the Chapter 11 Cases on November 29, 2011.

D. Authority and Assignor have entered into a Settlement Agreement, dated as of June 6, 2013 (the “Settlement Agreement”), pursuant to which, and subject only to the Bankruptcy Court’s approval, among other things, Authority’s claims arising under the Chapter 11 Cases have been resolved and that further provides for the amendment, assumption and assignment of the Ground Lease, as provided in this Agreement.

E. Assignor wishes to assign to Assignee its right, title and interest in and to the Ground Lease, and Assignee wishes to accept such assignment and, commencing on and after the Effective Date, to assume responsibility for the operation, maintenance and management of the jet fuel storage and distribution system for the Airport described in **Exhibit B** hereto and incorporated herein by this reference (the "**Fueling Facility**").

F. This Agreement shall not become effective until the Effective Date as defined below.

G. Each of Authority, Assignor and Assignee acknowledge that the Fueling Facility is owned by Authority in fee as of the Execution Date, subject only to the lease of the Fueling Facility by Authority to Assignor pursuant to the Ground Lease and the Special Facility Lease;

H. Concurrently with and effective upon such assignment and assumption of the Ground Lease and the termination of the Special Facility Lease as contemplated by this Agreement, Assignor, Assignee and Authority also desire to amend the Ground Lease as provided herein as of the Effective Date (as defined in Section 2 hereof).

I. Authority has consented to such assignment and assumption of the Ground Lease, subject to the terms of this Agreement.

J. Authority and Assignor also have agreed to terminate the Special Facility Lease as of the Effective Date, subject only to Bankruptcy Court approval.

#### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual promises contained in the Ground Lease and this Agreement, and for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority, Assignor and Assignee do hereby covenant and agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Effective Date. This Agreement (the assignment, assumption and amendment of the Ground Lease) and the termination of the Special Facility Lease contemplated hereby, shall be effective as of the later of (a) the date an order entered by the Bankruptcy Court in the Chapter 11 Cases approving and authorizing this Agreement becomes a Final Order, and (b) execution of the Interline Agreement by Assignor (the "Effective Date"). For the purposes of this Agreement, "Final Order" shall mean an order as to which the time to appeal, petition for certiorari, or move for reargument, rehearing or reconsideration has expired and as to which no appeal, petition for certiorari, or other proceeding for reargument, rehearing or reconsideration shall then be pending or as to which any right to appeal, petition for certiorari, reargue, rehear or reconsider shall have been waived in writing by the entity possessing such right.

3. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease, as further amended by this Agreement, and the leasehold estate thereunder. As an

inducement to Assignee and Authority to enter into this Agreement, Assignor hereby represents and warrants to Assignee and Authority that to its knowledge the Land and the Fueling Facility comply with all applicable Environmental Laws.

4. Indemnity by Assignor. Effective as of the Effective Date, Assignor shall, subject to applicable defenses, defend, indemnify and hold Authority or Assignee, and their respective successors and assigns, harmless from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses) asserted by a third-party against any of Authority and Assignee, and their respective successors and assigns, solely with respect to the rights and obligations of Assignor arising under the Ground Lease or Special Facility Lease on or before the Effective Date, including, without limitation, (i) the requirement to comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof having proper jurisdiction, and (ii) the requirement to maintain and keep the Fueling Facility in good condition (ordinary wear and tear excepted) and in as reasonably safe condition as Assignor's operations permitted; provided, however, Authority and Assignee shall have no right to indemnity for claims (a) that could have been or were asserted against Assignor by Authority or Assignee in the Chapter 11 Cases, or (b) to the extent arising or resulting from an act or omission of either Authority or Assignee. The Authority and Assignee agree to promptly notify Assignor of any loss, cost, expense or liability for which Assignor may be obligated to indemnify the Authority or Assignee under this Agreement and provide to Assignor reasonable authority, information and assistance related to any claim or action or the defense thereof.

Notwithstanding the above, Assignor shall retain any and all defenses to such third-party claims, including, but not limited to, defenses that such claims will be or have been discharged in the Chapter 11 Cases, are barred as a result of failure to file a proof of claim in the Chapter 11 Cases, or are otherwise unenforceable.

5. Assumption. Effective as of the Effective Date, Assignee hereby (a) assumes (i) all right, title and interest of Assignor in and to the Ground Lease, as further amended by this Agreement, and (ii) all obligations and liabilities of Assignor under the Ground Lease, as further amended by this Agreement, that relate to the periods on and after the Effective Date, and (b) agrees to perform all obligations of Assignor under the Ground Lease, as further amended by this Agreement, which are to be performed or which become due on or after the Effective Date.

6. Indemnity by Assignee. Effective as of the Effective Date, Assignee shall be responsible for and shall defend, indemnify and hold Assignor, and its successors and assigns, harmless from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid, incurred or suffered by, or asserted against, Assignor, and its successors and assigns, with respect to the Ground Lease, as further amended by this Agreement, the Land or the Fueling Facility and relating to (a) events first occurring on or after the Effective Date, (b) conditions first existing on or after the Effective Date, or (c) liabilities or obligations accruing under the Ground Lease, as further amended by this Agreement, on or after the Effective Date.

7. Amendment of Ground Lease. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority, Assignor and Assignee hereby agree to amend the Ground Lease as of the Effective Date as follows:

a. All references to the “Company” in the Ground Lease, as further amended by this Agreement, shall mean BNA Fuel Company LLC, a Delaware limited liability company.

b. Section 1 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

“SECTION 1. Definitions. In addition to the words and terms elsewhere defined in this Ground Lease and unless the context shall clearly require otherwise, the following terms shall have the meanings set forth below:

“Additional Rent” shall have the meaning set forth in Section 4(c).

“ACGL Coverage” shall have the meaning set forth in Section 26(a).

“AI Coverage” shall have the meaning set forth in Section 26(g).

“Air Carrier” means any “air carrier,” “foreign air carrier” or “air cargo carrier” certified by the United States Federal Aviation Administration and operating at the Airport.

“Airport” shall mean the Nashville International Airport, as it exists from time to time.

“Applicable Laws” shall mean all present and future applicable laws, ordinances, orders, directives, rules, codes and regulations of all Governmental Authorities and all present and future grant assurances provided by the Authority to any Governmental Authority in connection with the Authority’s ownership or operation of the Airport, as any of them may be amended, modified or updated from time to time, and applicable decisional law (including judicial or administrative interpretations, orders and judgments). The Applicable Laws include the Environmental Laws.

“Assignment Effective Date” shall mean the “Effective Date” as such term is defined in the Ground Lease Amendment, Assignment and Assumption Agreement, dated as of \_\_\_\_\_, 2013, by and among the Authority, American Airlines, Inc., a Delaware corporation, and the Company.

“Auto Coverage” shall have the meaning set forth in Section 26(b).

“Base Rent” shall have the meaning set forth in Section 4(a).

“Business Day” shall mean any calendar day other than a Saturday, a Sunday or a day on which national banks are required or authorized by Applicable Laws to remain closed.

“Change in Control” shall mean, with respect to the Company, (a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation or as the result of the death of any individual), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company to any “person” (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)); (b) the adoption of a plan relating to the liquidation or dissolution of the Company; or (c) the consummation of any transaction (including any merger or consolidation), the result of which is that any “person” or “group” (as such terms are used in Section 13(d) of the Exchange Act), becomes the “beneficial owner” (as such term is used in Section 13(d) of the Exchange Act) of more than fifty percent (50%) of the voting power or equity ownership of the Company; provided however, that, notwithstanding the foregoing, a “Change in Control” of the Company shall not be deemed to occur as a result of (i) the addition or withdrawal of one or more Contracting Airlines, (ii) changes in the Gallonage of one or more Contracting Airlines, or (iii) the retention by the Company of the Operator.

“Company” shall mean BNA Fuel Company LLC, a Delaware limited liability company.

“Condemnation” shall mean a condemnation or taking by, or a conveyance in lieu thereof to, a Governmental Authority of any portion of the Leased Premises on or after the Assignment Effective Date and prior to the expiration or earlier termination of the Term for any public or quasi-public use under any Applicable Laws or by right of eminent domain.

“Condemning Party” shall have the meaning set forth in Section 35(a).

“Contracting Airline” shall have the meaning for such term as set forth in the Interline Agreement.

“Environmental Laws” shall mean and include all current and future laws relating to Hazardous Materials together with all other Applicable Laws relating to health, safety or environmental matters.

“FAA Regulations” shall have the meaning set forth in Section 38(a).

“Federal Aviation Act” shall have the meaning set forth in Section 39(a).

“Fueling Facility” shall mean (a) the pipes, pumping machinery, storage tanks and other facilities and improvements located on the Land; and (b) the pipes, pumping machinery, hydrant fuel distribution systems and other facilities and improvements described in red on **Exhibit B** hereto and incorporated herein by this reference (including (i) from the point of exit from the last fuel meter on the main Colonial Pipeline Company distribution terminal (Nashville Airport Delivery Facility Location 650), the transfer line that carries aviation fuel through approximately 12,000 feet of piping to the Land, and (ii) the hydrant fuel distribution systems that carry aviation fuel from the Land through a series of



pipng which exists below the terminal apron areas to Concourses A, B, C and D of the Airport with numerous hydrant pits and valves near the terminal gate areas), together with all additions to and repairs and replacements of any of the foregoing during the Term.

“Fueling Facility Operations Manual” shall have the meaning set forth in Section 24(c). “Gallonage” shall have the meaning for such term as set forth in the Interline Agreement.

“Governmental Authorities” shall mean federal, state and municipal governments, authorities and agencies and their respective agencies, departments, authorities and commissions. “Governmental Authorities” shall specifically include the Authority to the extent acting in a regulatory role to enact non-discriminatory regulations or rules applicable to all tenants and not inconsistent with this Ground Lease, the Metropolitan Government of Nashville and Davidson County, the State of Tennessee, the Tennessee Department of Environment and Conservation, the United States Department of Transportation, the United States Federal Aviation Administration and the United States Transportation Security Administration.

“Hazardous Materials” shall mean Hazardous Wastes and Toxic Substances, collectively.

“Hazardous Wastes” shall mean petroleum, gasoline, aviation fuel and other petroleum products and all waste materials subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. §§ 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*; the Tennessee Hazardous Waste Management Act, Tennessee Code Annotated §§ 68-212-101, *et seq.*; the Tennessee Hazardous Waste Management Act of 1983, Tennessee Code Annotated §§ 68-212-201, *et seq.*; and the Tennessee Petroleum Underground Storage Tank Act, Tennessee Code Annotated §§ 68-215-101, *et seq.*, all as amended, and any other materials, wastes, pollutants, oils or governmentally regulated substances or contaminants defined or designated as hazardous, radioactive, dangerous or any other similar term in or under any of the Environmental Laws.

“Impositions” shall mean all water, sewer, gas, electricity or other rents and charges, excises, tax levies, fees (including license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character with respect to the Company’s lease, use, operation or

occupancy of the Leased Premises (including all interest and penalties thereon due to any failure in payment by the Company), which at any time prior to, during or with respect to the Term may be assessed or imposed on or with respect to or be a lien upon (a) the Authority or the Authority's interest in the Leased Premises; (b) the Leased Premises or any part thereof or any rent therefrom or any estate, right, title or interest therein; or (c) any occupancy, operation, use or possession of, sales from, or activity conducted on, or in connection with, the Leased Premises or the leasing of the Leased Premises by the Company or the Operator; provided however, the foregoing shall not include an Impositions imposed on the Authority with respect to the Base Rent, Additional Rent or other amounts paid by the Company to the Authority.

"Indemnified Party" shall mean each of the Authority and its commissioners, officers, employees, agents, representatives, successors and assigns.

"Insurance Coverages" shall mean the AGL Coverage, the Auto Coverage, the WC Coverage, the PC Coverage, the Pollution Coverage and the AI Coverage, collectively.

"Interest Rate" shall mean a rate of interest equal to the lesser of (a) the maximum lawful rate of interest permitted to be charged under Applicable Laws, or (b) the interest rate equal to two percent (2%) per annum above the prime rate of interest as published from time to time by *The Wall Street Journal*.

"Interline Agreement" shall mean the Fuel System Interline Agreement, dated as of \_\_\_\_\_, 2013, by and among the Contracting Airlines and the Company, as amended, restated or modified from time to time.

"Land" shall mean (a) the real property described in **Exhibit A** hereto and incorporated herein by this reference, and (b) a strip of land ten (10) feet in width within which each pipeline constituting part of the Fueling Facility is located (to the extent that such strip of land is not contained within the real property described in **Exhibit A** hereto), with the centerline of such strip of land being such pipeline lying therein.

"Leased Premises" shall mean the Land, the Fueling Facility and any other improvements located under, upon or within the Land.

"Minimum Rating" shall mean a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on Assignment Effective Date, or such equivalent rating (if A.M. Best Company is not the Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings) as determined in the sole discretion of the chief financial officer of the Authority.

"NPDES" shall have the meaning set forth in Section 24(d).

“Operating Agreement” shall mean an agreement, in a form approved by the Authority in writing, by and between the Company and the Operator pursuant to which the Operator manages and operates the Leased Premises on behalf of the Company.

“Operator” shall mean a qualified and competent third-party operator of the Fueling Facility that is (a) experienced in the operation of aviation fueling facilities comparable to the Fueling Facility, (b) approved by the Authority in writing, and (c) at all times is subject to the direction and control of the Company under the terms of the Operating Agreement.

“Order” shall have the meaning set forth in Section 24(d).

“PC Coverage” shall have the meaning set forth in Section 26(e).

“Person” shall mean an individual, partnership, corporation, company, limited liability company, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

“Pollution Coverage” shall have the meaning set forth in Section 26(d).

“Pre-Assignment Environmental Condition” shall mean the presence of Hazardous Materials or any other environmental contamination, condition or damage in soil, groundwater or surface water on or about the Leased Premises that first existed or first occurred prior to the Assignment Effective Date.

“Post-Assignment Repairs” shall mean the specific repairs and maintenance actions relating to the Leased Premises that are listed in Exhibit C hereto.

“Rating Service” shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined in the sole discretion of the chief financial officer of the Authority.

“Releasing Parties” shall have the meaning set forth in Section 38(d).

“Toxic Substances” shall mean and include any materials that have been shown to have significant adverse effects on human health or which are subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*, as amended, or any other Applicable Laws now in force or hereafter enacted relating to toxic substances. “Toxic Substances” includes asbestos, polychlorinated biphenyls (PCBs), petroleum products, lead-based paints, flammable explosives, radioactive materials and any other pollutants and any hazardous, toxic or dangerous waste, substance, material or pollutant defined as such in (or for purposes of) the Environmental Laws or listed as such by the United States Environmental Protection Agency.

“WC Coverage” shall have the meaning set forth in Section 26(c).

c. Section 2 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

“SECTION 2. Demise of Leased Premises. The Authority does, by these presents, hereby lease and demise to the Company, and the Company does, by these presents, hereby take and hire from the Authority, for and during the lease term provided in Section 3 and upon and subject to the terms, provisions and conditions herein set forth, the Leased Premises. The Authority and the Company may agree from time to time upon changes to Exhibit A and Exhibit B hereto and the inclusion of maps, diagrams or schematics and other information as a part of such Exhibits.”

d. Section 3 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

“SECTION 3. Effective Date; Duration of Term. This Ground Lease shall be effective as of October 1, 1985, and the leasehold estate created in this Ground Lease shall continue in full force and effect, unless terminated prior thereto as hereinafter provided, until July 1, 2015 (the “Term”), at which time the term of this Ground Lease shall terminate and expire.”

e. Section 4 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

“SECTION 4. Rent.

(a) Commencing on the Assignment Effective Date and continuing through the remainder of the Term, the Company shall pay to the Authority, without notice, demand, set-off or counterclaim, in advance in lawful money of the United States of America, at the Authority’s address set forth herein or at such other place or to such other Person as the Authority from time to time may designate in writing, annual base rent for the Leased Premises in the amount of Forty Six Thousand Seven Hundred Ninety One and 91/100 Dollars (\$46,791.91) (the “Base Rent”).

(b) The Base Rent is payable in equal monthly installments on the first day of each month (with Base Rent for any partial month to be prorated on the basis of the actual number of days elapsed). No payment by the Company or receipt by the Authority of a lesser amount than the entire payment due under this Ground Lease shall be considered anything other than a payment on account of the earliest Rent due. In the event the Assignment Effective Date does not occur on the first day of a month, the Company shall pay, with the first monthly installment of Base Rent due hereunder, the Base Rent due for any partial month commencing on the Assignment Effective Date and ending on the last day of such partial month.

(c) Commencing on the Assignment Effective Date and continuing throughout the remainder of the Term, the Company shall pay, as the same become due and before the delinquency date thereof, all Impositions of any kind levied or assessed against the Leased Premises. The Company will, upon request, deliver to the Authority copies of receipted bills or other evidences of payment satisfactory to the Authority for all such Impositions. The Authority will promptly forward to the Company copies of any notices or bills for such Impositions that the Authority may receive. All Impositions, charges, costs, expenses, other amounts that the Company assumes or agrees to pay or collect under any provision of this Ground Lease (including Section 9), and all damages, expenses and costs that the Authority may incur as a result of an event of default by the Company hereunder, less amounts received by the Authority in mitigation of such damages, expenses and costs, including without limitation, through operation or reletting of the Fuel System) shall constitute additional rent hereunder (the "Additional Rent"). As used herein, the term "Rent" shall mean and include Base Rent and the Additional Rent. The Company shall perform all of its obligations hereunder at its sole cost and expense and shall pay all Rent when due and payable, without notice or demand. The Authority shall have all the same legal, equitable and contractual rights, powers and remedies provided in this Ground Lease, by statute or otherwise, in the case of non-payment of any Additional Rent as it has for the non-payment of the Base Rent.

f. All references in the Ground Lease to the Special Facility Lease (or to "the Lease" as the Special Facility Lease is defined therein) are hereby deemed to have no further force or effect. Notwithstanding the use of the term "Ground Lease" in reference to the Ground Lease, Authority and Assignee acknowledge and agree that the Ground Lease includes all of the "Leased Premises", as such term is defined in the Ground Lease, as further amended by this Agreement, and is not limited to the Land.

g. Section 5 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

"SECTION 5. Assignment or Sublease. The Company shall not, at any time, assign this Ground Lease or any part hereof, or sublet all or any portion of the Leased Premises, without the prior written consent of the Authority. "Assignment" for the purposes of this Section 5 shall include a Change in Control of the Company."

h. Section 6 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

"SECTION 6. Quiet Enjoyment of the Leased Premises. The Authority and the Company mutually covenant and agree that the Company, by keeping and performing the covenants and agreements herein contained to be performed by it, shall at all times during the Term have the right, subject to the provisions of this Ground Lease, to peaceably and quietly possess and enjoy the Leased Premises. To the extent that the Authority is permitted to do so under applicable state or

federal laws, grant assurances and regulations, the Authority agrees that it will not authorize or permit the distribution of jet fuel or the operation of any jet fuel storage and distribution system at the Airport to or for Air Carriers except by way of the Fueling Facility operated by the Company at the Airport; however, this provision shall not apply to the storage or distribution into-plane of jet fuel on Airport property leased to: (a) fixed-base operators or (b) other private or corporate entities having storage and/or maintenance facilities at the Airport for aircraft whereby having the ability to self-fuel is a business requirement or required by Applicable Law.”

i. Section 7 of the Original Ground Lease, as amended and supplemented, is hereby amended to delete the following language prior to the period at the end of such Section 7:

“, which right shall be subject to such conditions and limitations, all as are set forth in Section 6.8 of the Lease with respect to the Special Facility”.

j. Section 8 of the Ground Lease is hereby amended by the addition of the following at the end of such section:

“Notwithstanding anything to the contrary in this Ground Lease, Company (for purposes of this provision, meaning only BNA Fuel Company LLC and expressly excluding its predecessor in interest, American Airlines, Inc., with respect to this Ground Lease) shall have no liability, obligation or responsibility for any Pre-Assignment Environmental Condition or any expenses or damages arising therefrom. If the Company, in its sole discretion, elects to remediate any Pre-Assignment Environmental Condition or if the Company is responsible for any environmental contamination, condition or damage resulting from acts or omissions of Company or its agents, employees or contractors, the Authority agrees that Company's remediation shall be done in accordance with Environmental Laws and with risk-based industrial use clean-up standards consistent with use of the Leased Premises for jet fuel storage and distribution and operation of an airport. The Authority and the Company agree to work cooperatively with respect to recovery of any losses arising from actions or inactions of third parties with respect to Pre-Assignment Environmental Condition or any other environmental contamination, condition or damage.”

k. Section 10(b) of the Original Ground Lease, as amended and supplemented, is hereby amended to delete the phrase “(a) above” and to insert the phrase “Sections 4 or 26” in lieu therefor.

l. Section 10(c) of the Original Ground Lease, as amended and supplemented, is hereby deleted the following is hereby inserted in lieu therefor:

“(c) the Company shall voluntarily and intentionally vacate or abandon the Leased Premises for a period of seventy-two (72) or more hours;

(d) the Company shall fail to observe or perform the covenants, conditions and agreements to be observed or performed by the Company in

Section 26 for a period of five (5) days after written notice of such failure shall have been given to the Company by the Authority; or

(e) the filing by or against the Company of a petition in bankruptcy, the Company's being adjudged bankrupt or insolvent by any court, a receiver of the property of the Company being appointed in any proceeding brought by or against the Company, the Company's making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any lien or encumbrance upon the Company's interest in the Leased Premises or on any personal property kept or maintained on the Leased Premises by the Company."

m. Section 11 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

"SECTION 11. Remedies. Upon the occurrence of any event of default referred to in Section 10 and at any time thereafter so long as the same shall be continuing, the Authority may, at its election, give the Company written notice of the Authority's intention to terminate this Ground Lease on a date specified in said notice, and if all events of default have not been cured on the date so specified, the Company's rights to possession of the Leased Premises shall cease, and with or without re-entry by the Authority, this Ground Lease and the Term shall thereupon cease, and the Authority may then re-enter and take possession of the Leased Premises as the Authority's former estate by summary proceedings, ejectment or any other legal action or in any lawful manner the Authority determines to be necessary or desirable, and the Company shall forthwith surrender possession of the Leased Premises; provided, however, that the Company shall be, and shall remain, liable for all Rent accrued hereunder to the date such termination becomes effective and for all other sums then owing by the Company hereunder. As aforesaid, the Company shall remain liable for all Rent accrued hereunder to the date such termination becomes effective and no re-entry shall relieve it of its obligations hereunder to pay such Rent, all of which shall survive such re-entry and whether or not the Leased Premises or any parts thereof have been re-let. Neither notice to pay Rent or to deliver up possession of the Leased Premises given pursuant to law, nor any proceeding taken by the Authority, nor the failure by the Company for any period of time to pay any of the Rent herein reserved, shall of itself operate to terminate this Ground Lease, and no termination of this Ground Lease on account of an event of default shall be or become effective, either by operation of law or by the action of the Authority or of the Company, or otherwise, except only in the manner expressly provided above in this Section 11.

n. Section 12 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

"SECTION 12. [Reserved.]"

o. Section 13 of the Original Ground Lease, as amended and supplemented, is hereby amended and restated as follows:

“SECTION 13. Notices, Approvals, Consents, etc. Except for the provisions of this Ground Lease which expressly state that a notice, approval, consent, demand, request or other communication may be communicated verbally, all notices, approvals, consents, demands, requests and other communications required or permitted by this Ground Lease must be in writing to be effective and personally delivered or sent by certified United States Mail, postage prepaid, or by a recognized delivery service that provides registered and verifiable shipment or airbill tracking and delivery record, with costs prepaid, or by facsimile transmission, or by electronic mail, to the addresses set forth below:

To the Authority: President and Chief Executive Officer  
The Metropolitan Nashville Airport Authority  
Nashville International Airport  
One Terminal Drive, Suite 501  
Nashville, Tennessee 37214-4114  
Facsimile No.: (615) 275-4005  
Email: rob\_wigington@nashintl.com

With a copy to:

Director of Properties  
The Metropolitan Nashville Airport Authority  
Nashville International Airport  
One Terminal Drive, Suite 501  
Nashville, Tennessee 37214-4114  
Facsimile No.: (615) 275-1654  
Email: tom\_bibb@nashintl.com

To the Company: BNA Fuel Company LLC  
Tom McCartin, Fuel Committee Chairperson  
P. O. Box 36611, HDQ-7FM  
2702 Love Field Drive  
Dallas, Texas 75235-1611  
or  
2702 Love Field Drive  
Dallas, Texas 75235  
Phone: (214) 792-4122  
Fax: (214) 792-4982  
Email: Tom.McCartin@wnco.com

With copies to:

BNA Fuel Company LLC  
929 Airport Service Road



Nashville, Tennessee 37214  
Tel: (615) 275-3621 or 3620  
Fax: 615) 275-3611  
Email: [bryan.hubbard@asig.com](mailto:bryan.hubbard@asig.com) and  
[lawrence.mcmahon@asig.com](mailto:lawrence.mcmahon@asig.com)

and

Karen L. Chapman, Esq.  
Sherman & Howard L.L.C.  
633 Seventeenth Street, Suite 3000  
Denver, Colorado 80202  
Tel: 303-297-2900  
Fax: 303-298-0940  
Email: [kchapman@shermanhoward.com](mailto:kchapman@shermanhoward.com)

or to such other address, and to the attention of such other person, as a party hereto shall give notice as herein provided. A notice, approval, consent, demand, request or other communication hereunder shall be deemed received and effective on the date that is three days after the date on which it is deposited in the United States Mail if it is sent by certified mail; or on the date such personal delivery is made if it is personally delivered; or on the date on which the signature receipt is recorded by the recognized delivery service if it is sent by a recognized delivery service; or on the date when the transmission is electronically verified if it is sent by facsimile transmission; or, if sent by electronic mail, on the date the sender of such electronic mail receives a copy of such electronic mail in the sent items folder of such sender's electronic mail program; provided, however, that if a notice, approval, consent, demand, request or other communication hereunder is delivered or served on a day which is not a Business Day, or after 5:00 p.m. on any Business Day at the recipient's location, such notice, approval, consent, demand, request or other communication shall be deemed to be duly received by the recipient at 9:00 a.m. on the first Business Day thereafter. Refusal to accept delivery of a notice, approval, consent, demand, request or other communication hereunder sent in accordance with this Section 13 shall constitute the receipt thereof as provided herein."

p. The Original Ground Lease, as amended and supplemented, is hereby amended to add the following Sections 21 through 41 after Section 20 thereof:

SECTION 21. Operation. The management, maintenance and operation of the Leased Premises shall at all times be under the supervision and direction of the Operator pursuant to the Operating Agreement. All utility costs associated with the operation and maintenance of the Leased Premises shall be paid by the Company.

SECTION 22. Repair and Maintenance.

(a) Subject to the provisions of Section 8 with respect to the Company's non-liability for any Pre-Assignment Environmental Conditions, during the Term, the Company, at its sole cost and expense (subject to the terms of Sections 22(b)), shall keep and maintain all of the Leased Premises in a state of good condition and repair in accordance with industry standards and Applicable Laws, and shall make all necessary repairs, replacements and renewals, whether structural or nonstructural, foreseen or unforeseen and ordinary or extraordinary, in order to maintain such state of condition and repair; it being the intention of the parties that the Authority shall have no liability for any of the foregoing except as provided in Sections 22(b). It is the intention of the parties hereto that this Ground Lease is and shall be treated as a triple net lease. The Company shall be responsible for (i) the maintenance of any and all facilities existing upon the Leased Premises on the Assignment Effective Date (subject to the terms of Sections 22(b)) and any and all improvements constructed by the Company after the Assignment Effective Date, and (ii) keeping the Leased Premises in a good, clean, safe and sanitary condition, including the provision of janitorial services, supplies and trash removal.

(b) In the event the Company at any time fails to perform its obligations under this Section 22, then the Authority, in addition to all other remedies of the Authority and after giving the Company seventy-two (72) hours' prior notice of such failure to perform (except that no prior notice shall be required in the event of an emergency), may do all things necessary to effect compliance with this Section 22, and all amounts expended by it for that purpose shall be repayable by the Company as Rent in the month or months during which such work is performed.

#### SECTION 23. Financing.

(a) In the event any third-party debt incurred by Lessee resulting from the financing by such third party of the Post-Assignment Repairs made by Lessee to the Leased Premises as set forth in Exhibit C remains outstanding upon termination or expiration of the Lease, the Authority shall assume and thereafter discharge such outstanding debt incurred by Lessee for such Post-Assignment Repairs, provided that such Post-Assignment Repairs are made in accordance with the terms of this Agreement.

(b) Lessee shall transfer to the Authority all drawings, as-built drawings, documents, and files relating to the Leased Premises, along with assignment of all warranties then applicable to the Leased Premises. Lessee shall assign to Lessor any claims of Lessee chosen by the Authority for the Authority to pursue arising out of the Leased Premises or their construction, repair or improvement.

#### SECTION 24. Environmental Matters.

(a) The Authority will provide to Company the existing environmental protection plans for the Leased Facilities, including but not limited to stormwater management and spill response plans, at least thirty (30) days prior to the Effective Date. Company will review such plans and will update said plans to reflect responsibility of the Company for administration of said plans by the Effective Date.

(b) As soon as practicable, but no later than sixty (60) days after the Effective Date, the Company shall review the documents provided by the Authority and incorporate as necessary into a site-specific Spill Pollution Control and Countermeasure plan (the "SPCC plan") for the Leased Premises, as well as update the Authority's Stormwater Pollution Prevention plan (the "SWPP plan") to include the site-specific plans, if necessary. The Company's SPCC plan and updates to the SWPP must be approved by the Authority. The Company's review should address measures in effect by the Company and the Operator to prevent pollution (specifically including storm water) through appropriate pollution prevention and good housekeeping practices and to control and perform immediate removal, investigation, remediation and restoration action in the event of a release of a Hazardous Material or other deleterious material in connection with the operation of the Leased Premises during the Term. One or more sections of the Pollution Prevention Plan may be existing documents pertaining to industry standard practices, leak test protocols, and other existing environmental plans and reports. The SPCC shall specifically provide for one or more dedicated persons having responsibility to oversee the transfer of fuel between the Fueling Facility and fuel tanker or transfer vehicles, including watching the entire fuel transfer operation. The SPCC plan must include a risk evaluation performed by a professional engineer and spill response procedures and must be certified by a licensed professional engineer in accordance with all Applicable Laws.

(c) The Company shall prepare a fueling facility operations manual (the "Fueling Facility Operations Manual") that shall be: (i) provided to the Authority prior to the Assignment Effective Date (and not more than thirty (30) days after any update thereof); (ii) prepared in coordination with the Authority's staff; (iii) consistent with warranty requirements and the manufacturer's recommendations with respect to the improvements constituting part of the Leased Premises; (iv) consistent with Applicable Laws; (v) consistent with the SWPP and the SPCC Plan (if applicable); and (vi) updated to address future changes in the design, use or composition of the Leased Premises. The Fueling Facility Operations Manual shall be subject to the prior approval of the Authority and shall be updated as needed, but not less often than annually, to address the operations and practices of the Company and the Operator.

(d) The Company represents, warrants and agrees that:

(i) it shall not permit any activity at or near the Leased Premises which could involve or lead to the use, storage or disposal of any Hazardous Materials, except for the use and storage, in compliance with all

Applicable Laws, of Hazardous Materials of the types, and in the amounts, used in the ordinary course of the business of the Company or a permitted subtenant or assignee of the Company within the Leased Premises;

(ii) it shall cause the Leased Premises to strictly comply with all Applicable Laws and shall keep the Leased Premises free and clear of any liens imposed pursuant to any Applicable Laws;

(iii) all licenses, permits and other governmental or regulatory actions necessary for operations that the Company or any of its permitted subtenants or assignees conduct or permit at the Leased Premises to comply with Applicable Laws shall be obtained and maintained and the Company shall ensure compliance therewith;

(iv) it shall promptly notify the Authority in the event of the discovery of any Hazardous Materials on the Leased Premises not permitted hereunder or any violation of any of the Applicable Laws, and if such is due to the fault of the Company or the Operator, shall promptly take such action as is necessary to mitigate and correct the violation;

(v) subject to the terms of this Section 24, it will promptly make available to the Authority copies of all orders, notices, or other communications and reports (individually, an “Order”) that the Company or the Operator receives from any Governmental Authority which relate to any violation of Applicable Laws with respect to the Leased Premises or any discharge, spillage, use or discovery of any Hazardous Materials or any other matter in violation of the Environmental Laws as it may affect the Leased Premises, and shall promptly comply with each such Order and remediate such violation or challenge a portion of said Order objected to by the Company while to the extent possible complying with the remainder of the Order. The Company must fully comply with any Order where to do otherwise would result in an ongoing release of Hazardous Materials or cause material harm to human health or the environment, and in such case the Company reserves all rights to contest performance of the Order and to seek reimbursement of all costs incurred. Upon notice of any such notice or Order, the Authority and any environmental consultant or other Person designated by the Authority shall have the right, but not the obligation, to enter upon the Leased Premises at reasonable times to assess the environmental condition of the Leased Premises and the use thereof, including conducting an environmental assessment or audit (the scope of which shall be determined in the sole and absolute discretion of the party conducting the assessment) and taking samples of soil, groundwater or other water, air or building materials; provided, however, that, (A) except in the event of an emergency, any such entry by the Authority or any environmental consultant or other Person designated by the Authority shall occur between the hours of 8:00 a.m. and 5:00 p.m., Central Time, after not less than five Business Days’ prior notice to the Company, and (B) the Authority shall repair and restore any damage to the Leased Premises resulting from such entry upon the Leased Premises by the

Authority or any environmental consultant or other Person designated by the Authority. The Company shall reasonably cooperate with and provide access to, and shall cause the Operator to reasonably cooperate with and provide access to, the Authority and any environmental consultant or other Person designated by the Authority;

(vi) it acknowledges that the Leased Premises and the Airport are subject to the National Pollution Discharge Elimination System Program (the “NPDES”) and the regulations thereunder relating to storm water discharges under 40 C.F.R. Part 122, as amended from time to time, for operations that occur at the Airport. The Company further acknowledges that (A) it is familiar with the NPDES storm water regulations, (B) it will conduct operations subject to 40 C.F.R. Part 122, as amended from time to time, and (C) it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. The Company acknowledges that, at all times during the Term, it will cause the NPDES permit for the Leased Premises to be in the Company’s name and control and it will adhere to the Authority’s NPDES storm water discharge permit, together with any subsequent amendments, extensions or renewals thereof. The Company agrees to be bound by all applicable portions of such permit, amendments, extensions or renewals. The Authority and the Company both acknowledge that close cooperation is necessary to ensure compliance with any NPDES storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. The Company acknowledges that it is to undertake to minimize the exposure of storm water to significant materials generated, stored, handled or otherwise used by the Company by implementing and maintaining “Best Management Practices” as defined in 40 C.F.R. Part 122.2, as amended from time to time; and

(vii) it will make available to the Authority copies of any environmentally-related regulatory permits or approvals (including revisions or renewals thereof) and any material report or notice the Company or the Operator receives from, or provides to, any Governmental Authority in connection with the handling of any Hazardous Materials at the Leased Premises by the Company or its subtenants, officers, contractors, subcontractors (including the Operator), invitees, agents, representatives or employees, or any of their respective subtenants, officers, contractors, subcontractors, invitees, agents, representatives or employees.

(e) In making the representations, warranties and agreements set forth in Section 24(d) and the indemnification set forth in Section 25(c), the Company does not undertake any obligation to remediate, or take any other action with respect to, or incur any liability for the cost of remediating or taking other action with respect to, (i) any environmental condition affecting the Leased Premises that has resulted from the migration of Hazardous Materials to the Leased Premises from off-site sources or adjacent property and is not attributable to the omissions or activities of the Company or any of its subtenants, officers, contractors (including the Operator), subcontractors, invitees, agents,

representatives or employees, or any of their respective subtenants, officers, contractors, subcontractors, invitees, agents, representatives or employees, or (ii) a Pre-Assignment Environmental Condition; provided, however, that the Authority and the Company do not intend this Section 24(e) to limit the Authority's right to seek contribution or cost-sharing under any Applicable Laws for costs that it may incur in connection with inspections, investigations, studies, design, construction, remediation or operations or maintenance of remedial activities at, on or near the Leased Premises from Persons responsible for any contamination occurring at, on or near the Leased Premises.

(f) The Authority shall have access to the Leased Premises to conduct (but shall have no obligation to conduct) environmental inspections, and the Company shall permit, and shall cause the Operator to permit, the Authority access to the Leased Premises for the purpose of conducting such testing; provided, however, that, except in the event of any real or threatened emergency, (i) such environmental testing by the Authority shall occur only during normal business hours, or at such other times as the Company shall reasonably approve; (ii) the Authority provides notice to the Company of its intention to conduct such tests at least five Business Days prior to such date of testing; (iii) such testing shall not unreasonably interfere with the Company's normal business operations; and (iv) any damage to the Leased Premises caused by such environmental testing conducted by the Authority shall be repaired by the Authority at its sole cost and expense. The Company shall not conduct or permit others to conduct environmental testing on the Leased Premises without first written notification to the Authority. The Company shall promptly inform the Authority of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted at the Leased Premises whenever the same becomes known to the Company or the Operator, and the Company shall make available copies thereof to the Authority.

(g) If the Company or the Operator shall fail to comply with any of the requirements of the Environmental Laws, the Authority may, in addition to the other remedies for the Company's default set forth herein, at the Authority's election but without the obligation to do so, (i) give such notices, (ii) cause remedial work to be performed on the Leased Premises, and (iii) take any and all other actions as the Authority shall deem necessary or advisable in order to abate, remove or remediate any Hazardous Materials or otherwise cure the Company's or the Operator's noncompliance, with the costs thereof to be reimbursed to the Authority immediately upon demand, together with interest thereon from the date of payment until paid at the Interest Rate. If the Authority has a reasonable belief that the Company or the Operator is in violation of any of the Environmental Laws, or that the acts or omissions of the Company or the Operator present a threat of violation or a threat of damage to the Leased Premises, the Authority reserves the right to enter upon the Leased Premises and take such corrective or mitigating action as it deems necessary. All reasonable and necessary costs and expenses incurred by the Authority in connection with such action, including reasonable attorneys' fees, shall become immediately due and payable by the

Company upon presentation of an invoice therefor, with interest upon such amounts at the Interest Rate. Nothing in this paragraph shall prevent the Company from contesting any decision by the Authority to conduct a response action related to the alleged violations of Environmental Laws, including seeking recovery of any costs paid by Company. The Company reserves all rights and defenses available to it upon any decision by the Authority to act under this Paragraph.

(h) Prior to its vacation of the Leased Premises, and in addition to all other requirements under this Ground Lease, the Company shall remove and/or remediate, in accordance with the Environmental Laws, any Hazardous Materials released, spilled, discharged, leaked, emitted, injected, escaped or dumped in, on or about or adjacent to, or that migrated from, the Leased Premises during the Term as a result of any act or omission of the Company or the Operator and shall demonstrate such removal and/or remediation to the reasonable satisfaction of the Authority. The Company agrees to provide any subsurface environmental investigations reasonably required by the Authority as part of any such demonstration. With respect to the removal and/or remediation of Hazardous Materials at the Leased Premises, the Authority agrees that it will reasonably approve remediation criteria and investigation, monitoring and remediation activities which comply with the Environmental Laws and are consistent with both current uses at the Leased Premises as well as the Authority's approved future development plans for the Leased Premises.

#### SECTION 25. Indemnification.

(a) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from any bodily injury, death and/or property damage (including property in the possession of or under the control of the Company or the Operator) arising from or relating to the Leased Premises and caused, directly or indirectly, by (i) any breach by the Company of this Ground Lease, (ii) any breach by the Operator of the Operating Agreement, or (iii) any negligent act or omission of the Company or any of the Company's officers, contractors (including the Operator), subcontractors, invitees, agents, representatives or employees or subtenants of the Leased Premises, or any of their respective officers, contractors, subcontractors, invitees, agents, representatives or employees; provided, however, that the Company shall have no obligation to defend, indemnify and hold an Indemnified Party harmless from and against any such suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities or expenses to the extent arising from such Indemnified Party's gross negligence or willful misconduct; provided, further, however, that the term "gross negligence" shall not include gross negligence imputed as a matter of law to such Indemnified Party by reason of an interest in the Leased Premises or the failure of the Company or the Operator to act in respect of matters which are or were the obligation of the Company or the

Operator under this Ground Lease or the Operating Agreement. Nothing in this Section 25 shall require Company to indemnify the Indemnified Parties from any acts or omissions of any Into-plane contractor (s) who fuel aircraft for individual airlines.

(b) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) claimed or incurred by reason of any bodily injury, death and/or property damage arising from any willful misconduct of the Company or any of the Company's officers, contractors (including the Operator), subcontractors, invitees, agents, representatives or employees or subtenants of the Leased Premises, or any of their respective officers, contractors, subcontractors, invitees, agents, representatives or employees.

(c) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from any negligent act or omission of the Company or any of the Company's officers, contractors (including the Operator), subcontractors, invitees, agents, representatives or employees or subtenants of the Leased Premises, or any of their respective officers, contractors, subcontractors, invitees, agents, representatives or employees, involving the use or placement of Hazardous Materials on the Leased Premises or any other area and resulting in any bodily injury, death or property damage.

(d) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from any negligent act or omission of the Company or any of the Company's officers, contractors (including the Operator), subcontractors, invitees, agents, representatives or employees or subtenants of the Leased Premises, or any of their respective officers, contractors, subcontractors, invitees, agents, representatives or employees, relating to (i) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by the Authority or another Person with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Leased Premises or any other area; (ii) any actual, threatened or alleged contamination by Hazardous Materials on the Leased Premises or any other area; (iii) the disposal, release or threatened release of Hazardous Materials on the Leased Premises or any other area that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; or (iv) any violation of any applicable Environmental Laws; provided, however, that the Company shall have no obligation to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits,



losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from a Pre-Assignment Environmental Condition.

(e) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from any use, non-use or condition in, on or about, or possession, alteration, repair, operation, maintenance or management of, any aircraft, vehicle, mobile equipment or other property of the Company or any of the Company's officers, contractors (including the Operator), subcontractors, invitees, agents, representatives or employees or subtenants of the Leased Premises, or any of their respective officers, contractors, subcontractors, invitees, agents, representatives or employees, used or available for use on the premises of the Airport.

(f) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from any representation or warranty made herein by the Company, or in any other agreement between the Authority and the Company, being false or misleading in any material respect as of the date such representation or warranty was made.

(g) The Company agrees to defend, indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including reasonable attorneys' fees, court costs and litigation expenses) arising from any lien, encumbrance or claim arising from the actions of the Company, the Operator or any subtenant of the Leased Premises or its failure to comply with any Applicable Laws.

(h) It is expressly understood and agreed that the Company's obligations under this Section 25 shall survive the expiration or earlier termination of this Ground Lease for any reason.

**SECTION 26. Insurance.** The Company agrees to obtain and maintain insurance coverages during the Term as follows:

(a) The Company shall obtain and maintain continuously in effect at all times while this Agreement remains in force and effect, at its sole cost and expense, aviation liability and commercial general liability insurance coverage (the "ACGL Coverage"), with coverage limits of not less than \$300,000,000 per occurrence and \$300,000,000 in aggregate, that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage, including any such claims, damages, losses and liabilities arising from or relating to the occupancy, use or operation of the Leased Premises by the Company or the

Operator or the presence of the Company or the Operator at the Airport. The aggregate deductible amount under the insurance policy or policies providing the ACGL Coverage shall not exceed \$250,000 per occurrence. Each insurance policy providing the ACGL Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy shall be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance policy providing the ACGL Coverage (regardless of whether it is obtained directly by the Company or obtained by the Operator) shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) to the extent such coverage is commercially available, the Company obligations under Section 25 (other than Sections 25(c), (d) and (e)) and (ii) any other liability that the Company has under this Agreement for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance policy providing the ACGL Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating, (B) an eligible surplus lines insurer approved to issue coverage in the State of Tennessee, or (C) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole and absolute discretion of the chief financial officer of the Authority.

(b) The Company shall obtain and maintain continuously in effect at all times while this Ground Lease remains in force and effect, at its sole cost and expense, automobile liability insurance coverage (the "Auto Coverage"), with a coverage limit of not less than \$5,000,000 per occurrence, that insures against claims, damages, losses and liabilities arising from automobile-related bodily injury, death and/or property damage, including any such claims, damages, losses and liabilities arising from or relating to the occupancy, use or operation of the Leased Premises by the Company or the Operator or the presence of the Company or the Operator at the Airport. The aggregate deductible amount under the insurance policy or policies providing the Auto Coverage shall not exceed \$50,000 per occurrence. Each insurance policy providing the Auto Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance policy providing the Auto Coverage (regardless of whether it is obtained directly by the Company or obtained by the Operator) shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) to the extent such coverage is commercially available, the Company's obligations under Section 25 (other than Sections 25(c), (d) and (e)) and (ii) any other liability that the Company has under this Ground Lease for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance

policy providing the Auto Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating, (B) an eligible surplus lines insurer approved to issue coverage in the State of Tennessee, or (C) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole and absolute discretion of the chief financial officer of the Authority.

(c) The Company shall obtain and maintain continuously in effect at all times while this Ground Lease remains in force and effect, at its sole cost and expense, worker's compensation insurance coverage (the "WC Coverage") in accordance with statutory requirements and providing employer's liability coverage with limits of not less than \$1,000,000 for bodily injury by accident, \$1,000,000 for bodily injury by disease, and \$1,000,000 policy limit for disease, including any claims, damages, losses and liabilities arising from or relating to the occupancy, use or operation of the Leased Premises by the Company or the Operator or the presence of the Company or the Operator at the Airport. Each insurance company issuing an insurance policy providing the WC Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or (ii) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole and absolute discretion of the chief financial officer of the Authority.

(d) The Company shall obtain, either directly or through the Operator, and maintain continuously in effect at all times while this Ground Lease remains in force and effect, at its sole cost and expense, pollution liability insurance coverage (the "Pollution Coverage"), with coverage limits of not less than \$10,000,000 per occurrence and \$10,000,000 in aggregate, that insures against claims, damages, losses and liabilities arising from a discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, Hazardous Material, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals or medical waste materials into or upon the Leased Premises, any structure on land, the atmosphere or any watercourse or body of water, and resulting from activities of the Company, the Operator or others for which the Company or the Operator is responsible, including any such claims, damages, losses and liabilities arising from or relating to the occupancy, use or operation of the Leased Premises by the Company or the Operator or the presence of the Company or the Operator at the Airport. The aggregate deductible amount under the insurance policy or policies providing the Pollution Coverage shall not exceed \$50,000 per occurrence. Each insurance policy providing the Pollution Coverage (regardless of whether it is obtained directly by the Company or obtained by the Operator) shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy shall be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each

insurance policy providing the Pollution Coverage (regardless of whether it is obtained directly by the Company or obtained by the Operator) shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) to the extent commercially available, the Company's obligations under Sections 25(c), (d) and (e), and (ii) any other liability that the Company has under this Ground Lease for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance policy providing the Pollution Coverage shall be (A) rated not less than the Minimum Rating, (B) an eligible surplus lines insurer approved to issue coverage in the State of Tennessee, or (C) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole and absolute discretion of the chief financial officer of the Authority.

(e) The Company shall obtain and maintain continuously in effect at all times while this Ground Lease remains in force and effect, at its sole cost and expense, property insurance coverage (the "PC Coverage") with respect to the structures and improvements comprising a part of the Leased Premises for one hundred percent (100%) of the insurable replacement value of such structures and improvements, with no co-insurance penalty, that provides (i) special form property insurance at least as broad as that provided by form CP 10 30 (©ISO Properties, Inc.) with any deductible in excess of \$50,000 to be approved by the Authority, and (ii) ordinance and law coverage. Each insurance policy providing the PC Coverage shall name the Authority as a co-loss payee and shall provide that such insurance policy shall be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance company issuing an insurance policy providing the PC Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating, (B) an eligible surplus lines insurer approved to issue coverage in the State of Tennessee, or (C) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole and absolute discretion of the chief financial officer of the Authority.

(f) The Company shall obtain and maintain continuously in effect at all times during the Term, at its sole cost and expense, such other insurance (the "AI Coverage") on or in connection with the Leased Premises as reasonably required on a non-discriminatory basis from time to time by the Authority and which is commonly obtained in connection with aviation fueling facilities. Each insurance policy providing the AI Coverage shall name the Authority as a co-loss payee or additional insured thereunder, as applicable, and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance company issuing an insurance policy providing

the AI Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or (ii) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole and absolute discretion of the chief financial officer of the Authority.

(g) The Company agrees that each insurance policy providing any of the Insurance Coverages (i) shall not be altered, modified, cancelled or replaced without not less than thirty (30) days prior notice from the Company to the Authority; (ii) shall provide for a waiver of subrogation by the issuing insurance company as to claims against the Authority and its commissioners, officers and employees; (iii) shall provide that any "other insurance" clause in such insurance policy shall exclude any policies of insurance maintained by the Authority and that such insurance policy shall not be brought into contribution with any insurance maintained by the Authority; and (iv) shall have a term of not less than one year.

(h) The Authority shall have the right to change, effective as of the annual renewal date for the insurance policy or policies providing an Insurance Coverage required hereunder, the terms and required coverage amounts of such Insurance Coverage if such changes are recommended or imposed by the Authority's insurers, so long as the Authority agrees to reimburse the Company for any increases in insurance premium costs resulting solely from any such change (except that the Company shall be solely responsible for increases in premium costs resulting from any changes to the requirements for the Insurance Coverages that are reasonably required as a result of relevant insurance market conditions or practices or the requirements of present or future Applicable Laws). The Company shall provide one or more certificates of insurance which shall indicate that the Company (or the Operator on behalf of the Company) maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with the requirements of this Ground Lease. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to the Authority written notice of the modification, cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of the modification, expiration or earlier cancellation of such insurance policy. Upon receipt of a request from the Authority, the Company also agrees to provide to the Authority duplicate originals of any or all of the insurance policies providing the Insurance Coverages. The certificate(s) of insurance provided by the Company to evidence the WC Coverage shall specifically certify that the insurance policy or policies which provide the WC Coverage cover the Company's activities in the State of Tennessee.

(i) If the Company shall at any time fail to obtain or maintain any of the Insurance Coverages, the Authority may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all

monies expended by it for that purpose shall be reimbursed to the Authority by the Company upon demand therefor or set-off by the Authority against funds of the Company held by the Authority or funds due to the Company. The Company hereby grants, approves of and consents to such right of set-off for the Authority. If any of the Insurance Coverages cannot be obtained for any reason, the Authority may require the Company to cease any activity on the Leased Premises until all Insurance Coverages are obtained.

(j) It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of the Company for its acts or omissions as provided in this Ground Lease.

SECTION 27. Limitation of the Authority's Liability. Neither the Authority nor any commissioner, director, employee, officer, partner or agent thereof shall have (a) any personal liability with respect to any of the provisions of this Ground Lease, or (b) any liability for any consequential damages resulting from a default by the Authority hereunder or from the exercise by the Authority of any of its remedies hereunder upon the occurrence of an event of default hereunder.

SECTION 28. Expansion of Airport. The Company hereby acknowledges and agrees that during the Term it may become necessary for the Authority to cancel some part or all of this Ground Lease for modification and/or expansion of the Airport in order to adequately provide Airport facilities and air service. The Authority shall have the right to terminate this Ground Lease at any time in the event the Board of Commissioners of the Authority shall determine, by resolution adopted in an open meeting at which the Company shall be afforded an opportunity to be heard, that the Leased Premises, or a portion thereof, are necessary for Airport modification or expansion. The Authority shall give the Company six months notice to vacate the Leased Premises in the event of termination, and thereafter the Company shall have no liability for the payment of Base Rent for the remainder of the Term nor shall the Company have any claim for actual or future losses against the Authority because of such termination. The Company shall surrender the Leased Premises upon the expiration of such six-month period without the need for the Authority to resort to the process of law. A resolution duly enacted by the Board of Commissioners of the Authority shall be conclusive evidence that the Leased Premises or the applicable portion thereof is needed for Airport modification or expansion. The parties hereto further covenant and agree that the Authority reserves the right to further develop or improve the Airport as it may see fit, regardless of the desires or views of the Company and without interference or hindrance.

SECTION 29. Governmental Requirements. In the event that a Governmental Authority requires modifications or changes to this Ground Lease as a condition precedent to the granting of funds for the improvement of the Airport, the Company shall make or agree to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or

requirements of this Ground Lease as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be paid by the Authority.

SECTION 30. Survival of Provisions. The provisions of Sections 4(b), 9, 25 and 27 all survive the expiration or earlier termination of this Ground Lease.

SECTION 31. Improvements. Except for repair and maintenance of the Fueling Facility completed in accordance with the requirements of this Ground Lease, the Company shall not construct, alter or change any improvements on the Leased Premises without the prior written consent of the Authority, which the Authority may grant or withhold in the Authority's sole and absolute discretion.

SECTION 32. Use.

(a) Without the Authority's prior written consent, which the Authority may grant or withhold in the Authority's sole and absolute discretion, the Leased Premises shall not be used for any purpose other than the operation of facilities for the storage and distribution of jet fuel, together with any pumps, motors, filters and other fixtures, equipment or structures necessary or incidental for the fueling of aircraft and the storage of jet fuel within the Fueling Facility. Additionally, as the chief source of jet fuel at the Airport, Company shall not cease the use of Fueling Facility for the storage and distribution of jet fuel without the Authority's prior written consent.

(b) The Company agrees that none of substantive terms and conditions of the Limited Liability Company Agreement, the Interline Agreement, the Operating Agreement or the forms of Fuel System Access Agreement and Non-Contracting User Agreement shall be amended or modified without the prior written consent of the Authority. Fees charged by the Lessee shall be in accordance with the substantive terms and conditions of the Limited Liability Company Agreement, the Interline Agreement, the Operating Agreement or the forms of Fuel System Access Agreement and Non-Contracting User Agreement. Unless otherwise approved by the Authority in writing, (i) the rates charged to users other than Contracting Airlines, (as defined in the Interline Agreement) for throughput of aviation fuel through the Fueling Facility shall be no more than 150% of the highest budgeted gallonage rate established by Company for a Contracting Airline during any applicable period; and (ii) no entry fee in excess of \$50,000 or capital contribution in excess of \$1,000 shall be imposed on any Air Carrier in order to become a Contracting Airline.

(c) The Authority and the Company hereby agree that the breach by the Company of any of the provisions of this Section 32 is likely to cause the Authority immediate and irreparable harm for which the Authority has no adequate remedy at law. Accordingly, in the event that the Company violates, or threatens to violate, any of the provisions of this Section 32, then the Authority, in addition to its other rights and remedies available hereunder or otherwise at law or

in equity, shall have the right to obtain injunctive relief by way of a temporary restraining order, preliminary injunction and/or permanent injunction or otherwise, and actual damages need not be proved as a result of any such violation for purposes of obtaining such injunctive relief, it being presumed and agreed that such actual damages exist, the exact amount of which shall be subject to proof at a final hearing on the merits and/or for a permanent injunction.

(d) If the Authority (or any successor entity) ceases operation of the Airport in whole or in part for a period of ninety (90) days that prevents the Company from using the Leased Premises for approved activities, then the Company may elect, in its sole discretion, to terminate this Ground Lease at any time by providing the Authority with thirty (30) days' prior notice, in which event the Company shall have no further obligations under this Ground Lease as of the date of the termination hereof.

(e) The Authority shall have the following rights that are exercisable without notice and without liability to the Company for damage or injury to property, person or business (all claims for any such damages or injuries being hereby waived and released) and without effecting an eviction or disturbance of the Company's use or possession or giving rise to any claim for set-off against or abatement of Rent payable:

(i) To approve all signs, painting and lettering visible to the public upon the Leased Premises;

(ii) To enter the Leased Premises to inspect the Leased Premises and to make repairs to the Leased Premises to the extent the Authority is permitted or required to do so under the terms hereof;

(iii) To adopt, amend, modify, rescind or suspend any of the rules and regulations of the Authority in effect from time to time and to adopt such additional rules and regulations as the Authority, in the Authority's sole and absolute discretion, shall determine to be desirable for the safe, economical and efficient operation of the Airport and the Leased Premises, and the Company agrees to comply with all such rules and regulations;

(iv) To exercise all other rights reserved by the Authority pursuant to the provisions of this Ground Lease; and

(v) To construct or install over, in, under or through the Leased Premises new lines, pipes, mains, wires, conduits and equipment; provided, however, that such improvements may not interfere in any material respect with the operation of the Fueling Facility.

SECTION 33. Liens. The Company shall not do or suffer anything to be done by which the Leased Premises, or any part thereof, may be encumbered by a lien of any kind. Without the prior written consent of the Authority (which the Authority may withhold in its sole and absolute discretion), the Company shall not have the right to convey, pledge or encumber, by deed of trust, mortgage, security agreement or similar instrument, its leasehold interest in and to the



Leased Premises, or to assign this Ground Lease as collateral security. In the event that any mechanic's or materialmen's lien or other lien, purporting to be for or on account of any labor done or materials or services furnished in connection with any work on or about the Leased Premises or any part of any thereof done by, for or under the authority of the Company, or anyone claiming by, through or under the Company, is filed against the Leased Premises or any part of any thereof, the Company shall discharge the same of record within ten (10) days after service upon the Company of notice of the filing thereof; provided, however, that the Company shall have the right to remove the lien by bonding against the same in accordance with Applicable Laws and to contest any such lien; provided, further, that the Company shall diligently prosecute any such contest, at all times effectively staying or preventing any official or judicial sale of the Leased Premises or any part of any thereof under execution or otherwise, and, if unsuccessful, the Company shall satisfy any final judgment against the Company adjudging or enforcing such lien or, if successful, the Company shall obtain a record satisfaction or release thereof. In the event the Company fails to comply with this Section 33, the Authority, in addition to all other remedies provided herein or otherwise, shall have the right, but not the obligation, to cause the lien to be released by such means as it shall deem proper, including payment of the claim giving rise to the lien. All such sums paid by the Authority and all expenses incurred by it in connection therewith, including reasonable attorneys' fees and costs, shall be immediately payable to the Authority by the Company with interest thereon at the Interest Rate from the date of payment by the Authority until the Authority receives payment from the Company. The Authority shall have the right at all times to post and keep posted on the Leased Premises any notices permitted or required by law, or which the Authority shall deem proper, for the protection of the Authority, the Leased Premises and any other Person having an interest therein from mechanic's or materialmen's liens. All Persons furnishing labor or materials to the Company in connection with any improvements or any alterations or additions thereto are hereby notified that the filing of any mechanic's or materialmen's lien shall attach only to the Company's leasehold estate in the Leased Premises.

SECTION 34. Damage and Destruction. Except as hereinafter provided, if, during the Term, any portion of the Fueling Facility shall be damaged or destroyed by fire or any other casualty, the Company shall thereafter commence and diligently prosecute to completion, at the Company's expense solely to the extent of available insurance proceeds or other funding obtained in cooperation the Authority, the repair or rebuilding of the Fueling Facility or such portion thereof which was damaged, in a good and workmanlike manner using materials of first grade and quality, to the condition of the Fueling Facility or such portion thereof at the time of such fire or other casualty. Notwithstanding the foregoing, however, if either (a) the cost to repair or replace the Fueling Facility, as estimated by a contractor, architect or other construction consultant selected by the Company and approved by the Authority, exceeds seventy-five percent (75%) of the full replacement value of the Fueling Facility or exceeds available insurance proceeds or other funding obtained in cooperation the Authority, or (b)

such repair and replacement cannot reasonably be completed within ninety (90) days after the date of the damage or destruction, as estimated by a contractor, architect or other construction consultant selected by the Company and approved by the Authority, then the Company may terminate this Ground Lease upon such date as is set forth in a notice given to the Authority within thirty (30) days after the date of the damage or destruction; provided, however, that the date of termination shall be no less than five and no more than sixty (60) days after the effectiveness of such notice and in no event shall the Company terminate this Ground Lease upon the occurrence of damage or destruction of the improvements unless it pays over to the Authority all insurance proceeds from such PC Coverage. Unless this Ground Lease is so terminated, the Company shall proceed with repair or rebuilding as required by the first sentence of this Section 34 and the Authority shall make the net insurance proceeds of such PC Coverage paid to the Authority with respect to such fire or other casualty available to the Company on a commercially reasonable basis to pay the costs of such repair and rebuilding.

**SECTION 35. Condemnation.**

(a) If all of the Leased Premises is taken by any Governmental Authority (a "Condemning Party") as a result of a Condemnation, then this Ground Lease shall terminate as of the date of such taking or conveyance. If a portion of the Leased Premises is so taken or conveyed such that the remainder of the Leased Premises cannot be rebuilt or restored so that, upon completion, the Company may again use the Leased Premises in substantially the same manner as prior to such Condemnation, as reasonably determined by the Authority and the Company, then the Company may terminate this Ground Lease by giving the Authority notice within thirty (30) days after such Condemnation, and such termination shall be effective as of the effectiveness of such notice. If this Ground Lease is terminated pursuant to this Section 35(a), the Authority shall refund to the Company any Base Rent prepaid beyond the effective date of such termination.

(b) If a portion of the Leased Premises is so taken by or conveyed to a Condemning Party pursuant to a Condemnation and this Ground Lease is not terminated pursuant to Section 35(a) as a result thereof, this Ground Lease shall terminate only with respect to such portion of the Leased Premises so taken or conveyed and the Base Rent shall be adjusted proportionately on the basis of the square footage of the Land so taken or conveyed. There shall be no abatement of Rent during any period of restoration of the improvements resulting from such Condemnation.

(c) In the event of any Condemnation, any award therefor shall be paid over in the following manner and order of priority: first, to the Authority to the extent of the value of the Leased Premises taken, assuming for the purpose of valuing the Leased Premises in such event that it was subject to this Ground Lease but unimproved; and second, (i) if this Ground Lease is not terminated, to the Company to the extent required for the repair or restoration of any of the

improvements, and any balance of the award shall be paid to the Authority, or (ii) if this Ground Lease is terminated, to the Authority.

(d) In the event any proceeding for a Condemnation affecting the Leased Premises is commenced, each of the Authority and the Company shall promptly send to the other copies of any notices, settlement offers, pleadings or other documents that it may receive with respect to such proceeding. The Company shall have the right to attend, offer proof and otherwise participate in any hearing or other court action with respect to such proceeding, but the Authority shall retain the ultimate control of any such proceeding and the actions taken therein.

SECTION 36. Holding Over and Surrender of the Leased Premises. At the expiration or earlier termination of the Term, the Company shall surrender the Leased Premises to the Authority in substantially the same condition, order and repair as at the Assignment Effective Date (after completion of all Post-Assignment Repairs completed pursuant to this Ground Lease), except for ordinary wear and tear, obsolescence and deterioration occurring on account of normal use and aging. All of the Fueling Facility shall, at the expiration or earlier termination of the Term hereof, become the property of the Authority without any compensation whatsoever to the Company. If the Company continues to hold and occupy the Leased Premises after the expiration or earlier termination of the Term, such holding over shall operate as an extension of this Ground Lease on the same terms and conditions as herein provided, except for duration and except that the Base Rent payable hereunder during such holding over shall be paid monthly in advance in an amount equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable during the final year of the Term. The Company shall then be considered a tenant-at-will, and the Authority may terminate this Ground Lease at any time.

SECTION 37. Estoppel Certificates. At any time and from time to time, either party hereto, on or before the date specified in a request therefor made by the other party, which date shall not be earlier than thirty (30) days from the making of such request, shall execute, acknowledge and deliver to the other a certificate stating (a) whether this Ground Lease is in full force and effect; (b) whether this Ground Lease has been amended in any way and, if so, including any such amendments; (c) whether, to the knowledge of such party, there are any existing events of default hereunder and specifying the nature thereof; (d) the then-current Base Rent and the date to which Base Rent has been paid; and (e) such other facts with respect to this Ground Lease or the Leased Premises as the Authority or the Company may reasonably request. Each certificate delivered pursuant to this Section 37 may be relied on by any prospective purchaser, mortgagee or transferee of the Leased Premises or of the Authority's or the Company's interest hereunder.

SECTION 38. Reservation of Avigation Easement. The Authority hereby reserves from the Leased Premises, for the use and benefit of itself, and its

successors and assigns, and the operators, owners and users of aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of aircraft ("aircraft" being defined for the purposes of this Ground Lease as any contrivance now known or hereafter invented, used or designed for navigation of or flight in or through the air) by whomsoever owned or operated, in and through the airspace above, over and across the surface of the Leased Premises, together with the right to cause in such airspace such noise, vibration, odors, vapors, particulate, smoke, dust or other effects as may be inherent in the operation of aircraft for navigation of or flight or passage in and through such airspace, and for the use of such airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operating on the Airport. This easement is reserved upon and subject to the following terms and conditions:

(a) The Company shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain, upon the Leased Premises any bush, shrub, tree, pole, fence, building, structure or other obstruction of any kind or nature whatsoever which extends, or which may at any time in the future extend, into the airspace above the Leased Premises to an elevation exceeding that prescribed in Part 77 of the FAA Regulations, 14 C.F.R. Chapter I, as currently in effect and as the same may, from time to time, be amended, modified, superseded or replaced (the "FAA Regulations").

(b) The Authority and/or its authorized agents shall have the immediate and continuing right, as part of the rights herein granted, to enter upon the Leased Premises at any time and to remove therefrom, or in the alternative and at the sole option of the Authority, to mark and light as obstructions to air navigation, any bush, shrub, tree, pole, fence, building, structure or other obstruction of any kind or nature whatsoever which extends into the airspace above the Leased Premises to an elevation exceeding that prescribed in the FAA Regulations, and the Authority and/or its authorized agents shall have the right of ingress to, egress from and passage over the Leased Premises for the purpose of effecting and maintaining such clearance and of removing or of marking and lighting any and all such elevations. After the Authority and/or its authorized agents have entered upon the Leased Premises and cleared it within the meaning of this Ground Lease, the Authority and/or its authorized agents shall thereafter have the immediate and continuing right to enter upon the Leased Premises and the continued, continual and continuing right to remove or mark and light any bush, shrub, tree, pole, fence, building, structure or obstruction of any kind or nature whatsoever extending up into the air space and above the Leased Premises to an elevation exceeding that prescribed in the FAA Regulations. The Company shall not have the option of marking and lighting any such obstruction.

(c) The Company shall not hereafter use, cause or permit to be used, or suffer use of, the Leased Premises so as (i) to cause electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Authority and any aircraft; (ii) to adversely affect or

impair the ability of operators of aircraft to distinguish between regularly installed air navigation lights and visual aids and other lights serving the Airport; or (iii) to cause glare in the eyes of operators of aircraft approaching or departing the Airport, or to impair visibility in the vicinity of the Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about the Airport; provided, however, that, notwithstanding any contrary provision contained above, the Company shall be permitted to construct and maintain such improvements and to utilize all lighting, exterior finishes, landscaping and building materials as shall have been submitted to and approved in writing by the Authority.

(d) The Company, for itself, its assigns, subtenants and legal representatives (the "Releasing Parties"), hereby expressly releases and forever discharges the Authority and its commissioners, legal representatives, officers, assigns, associates, employees, agents and all others acting in concert with the Authority, from any and all claims, debts, liabilities, obligations, costs, expenses, actions or demands, vested or contingent, known or unknown, whether in tort, contract or otherwise, which any of the Releasing Parties may now own or hold, or have at any time heretofore owned or held, or may hereafter at any other time own or hold, by reason of noises, vibration, odors, vapors, particulates, smoke, dust or other effects as may be inherent in the operation of aircraft caused or created by the flight or passage of aircraft in or through the airspace subject to the easement and right-of-way herein reserved.

#### SECTION 39. Nondiscrimination/Governmental Matters.

(a) Nothing herein contained shall be deemed to grant the Company any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended (the "Federal Aviation Act"), in the conduct of any activity at the Airport, except that, subject to the terms and provisions hereof, the Company shall have the rights with respect to the Leased Premises under the provisions of this Ground Lease.

(b) This Ground Lease is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Authority and the United States government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

(c) The Company certifies to the best of its knowledge and belief that:

(i) no federally or state-appropriated funds have been paid or will be paid by or on behalf of the Company to any Person for influencing or attempting to influence an officer or employee of any agency of the United States

government or a member, officer or employee of the United States Congress, or an employee of a member of the United States Congress, in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; and

(ii) if the Company has compensated or does compensate any Person for influencing or attempting to influence an officer or employee of any agency of the United States government, a member, officer or employee of the United States Congress, or any employee of a member of the United States Congress, in connection with any contract, grant, loan or cooperative agreement, then the Company shall complete and submit to the Authority, in accordance with its instructions, Standard Form LLL, "Disclosure of Lobbying Activities"; and

(iii) the Company shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and make disclosures in accordance with this Section 39(c).

(d) The Company hereby agrees as follows:

(i) the Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or creed, and the Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, handicap or creed, including action relating to employment; upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships;

(ii) the Company will post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of Section 39(a) and this Section 39(d);

(iii) the Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or creed;

(iv) the Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising such labor unions or workers' representatives of the Company's commitments under this Section 39(d) and will post copies of the notice in conspicuous places available to employees and applicants for employment;

(v) the Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant

orders of the United States Secretary of Labor;

(vi) the Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

(vii) in the event of the Company's noncompliance with the nondiscrimination requirements of this Ground Lease, this Ground Lease may be immediately canceled, terminated or suspended, in whole or in part, by the Authority by providing notice of termination to the Company, and the Company may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the United States Secretary of Labor, or as otherwise provided by law; and

(viii) the Company will include the provisions of this Section 39(d) in each of its subcontracts or purchase orders unless exempted by rules, regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Company becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the administering agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

(e) The Company hereby represents and warrants that neither the Company nor any officer, employee, representative or agent of the Company has given or donated, or promised to give or donate, either directly or indirectly, to any official, employee or commissioner of the Authority or to anyone else for its benefit, any sum of money or other thing of value to aid or assist in obtaining this Ground Lease.

SECTION 40. Interpretation. All terms defined in this Ground Agreement and all pronouns used in this Ground Lease shall, unless the context clearly requires otherwise, be deemed to apply equally to the singular and plural forms and to all genders. The term "or" is specifically used in its logical sense and, as such, is satisfied whenever one or more of its operands are true. Except as otherwise expressly provided herein, this Ground Lease (including the exhibits hereto) shall be interpreted in accordance with the following: (a) all accounting terms not otherwise defined herein or in the exhibits hereto have the meanings assigned to them in accordance with generally accepted accounting principles as

at the time applicable; (b) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Ground Agreement as a whole and not to any particular article, section or other subdivision; (c) the words “include”, “includes” and “including” shall be interpreted as if followed by the phrase “without limitation”; (d) references to statutes, regulations or ordinances are to be construed as including all provisions consolidating, amending or replacing the referenced statute, regulation or ordinance; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments to or changes in such agreements or instruments entered into in accordance with their respective terms; and, unless otherwise indicated, all references herein to “Article”, “Section” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses of this Ground Lease. The titles and headings of the articles and sections of this Ground Lease have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ground Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

SECTION 41. Approval and Consent of the Authority. Whenever any provision of this Ground Lease requires the consent or approval of the Authority, or provides to the Authority the right to make a determination or judgment, the Authority shall have the absolute and unconditional right to withhold its consent or approval, in its sole discretion, and to make such determination or judgment in its sole discretion on the basis of such factors and considerations as it shall deem relevant (including self-interest), except for those circumstances, if any, where this Ground Lease expressly provides that such consent or approval will not be unreasonably withheld the Authority will make such determination or judgment reasonably.

SECTION 42. Dispute Resolution Procedures. The parties agree to endeavor, in good faith and in recognition of the costs and expenses associated with legal proceedings, to resolve and settle among themselves any disputes or controversies pertaining to the Agreement. However, if settlement or resolution cannot be reached, the parties agree to the following dispute resolution procedures:

(a) Mediation: If during the course of this Agreement the parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). Demand for mediation shall be made in writing. The parties agree to share in the mediator’s fee and any filing fees. Any mediation will be held in Nashville, Tennessee. Agreements reached in mediation shall be as enforceable as settlement agreements. Each party agrees to bear their own attorneys’ fees associated with the mediation.

(b) Other Remedies: If the mediation described in Section (a) is



unsuccessful, then representatives from each party will meet in person to attempt to agree to other dispute resolution alternatives, including but not limited to arbitration. Should said meeting result in no agreement among the parties, then each party reserves all rights available to it to seek relief through other remedies, including initiation of litigation. The parties agree that the venue for such litigation will be in Nashville, Tennessee, except where such litigation is administrative in nature, and then it will be filed in the appropriate regulatory forum.

8. Exhibits. **Exhibit A** to the Original Ground Lease, as amended, is hereby deleted, and **Exhibit A** to this Agreement is hereby inserted in lieu therefor. **Exhibit B** to this Agreement is hereby added to the Original Ground Lease, as amended, as **Exhibit B** thereto. **Exhibit C** to this Agreement is hereby added to the Original Ground Lease, as amended, as **Exhibit C** thereto.

9. Termination of Special Facility Lease Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the provisions of, including all releases set forth in, the Settlement Agreement, Authority and Assignor hereby agree to terminate the Special Facility Lease Agreement as of the Effective Date. In consideration of Authority's execution and delivery of this Agreement, Assignor hereby quitclaims, relinquishes and assigns to Authority any and all right, title and interest of Assignor in and to the Fueling Facility and any other improvements located on the Land; provided however, Assignor shall retain all right, title and interest in, and does not hereby grant any rights or other interests in, any equipment or other personal property owned or leased by Assignor that may be located or used at the Fueling Facility and is not incorporated in, affixed to or a part of the Fueling Facility.

10. Consent of Authority. Authority hereby consents to the assignment and assumption as set forth herein and such consent is acknowledged by Authority's signature hereto.

11. Notices. Authority, Assignor and Assignee agree that all notices required under this Agreement shall be in writing and shall be given by certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, return receipt requested, or by personal delivery, or by facsimile transmission to the facsimile number provided below that is electronically verified upon completion of transmission, or by electronic mail. Authority, Assignor or Assignee shall have the right, by giving written notice to the others, to change the address to which its notices are to be sent. Until any such change is made, notices shall be sent as follows:

To Authority:

President and Chief Executive Officer  
The Metropolitan Nashville Airport Authority  
Nashville International Airport  
One Terminal Drive, Suite 501  
Nashville, Tennessee 37214-4114  
Facsimile No.: (615) 275-4005  
Email: rob\_wigington@nashintl.com

With a copy to:

Director of Properties  
The Metropolitan Nashville Airport Authority  
Nashville International Airport  
One Terminal Drive, Suite 501  
Nashville, Tennessee 37214-4114  
Facsimile No.: (615) 275-41654  
Email: tom\_bibb@nashintl.com

If to Assignor: American Airlines, Inc.  
Attention: Christine Wang  
Facsimile No.: (817) 963-2033  
Email: Christine.wang@aa.com

If to Assignee: BNA Fuel Company LLC  
Tom McCartin, Fuel Committee Chairperson  
P. O. Box 36611, HDQ-7FM  
2702 Love Field Drive  
Dallas, Texas 75235-1611  
or  
2702 Love Field Drive  
Dallas, Texas 75235  
Phone: (214) 792-4122  
Fax: (214) 792-4982  
Email: Tom.McCartin@wnco.com

With copies to:

BNA Fuel Company LLC  
929 Airport Service Road  
Nashville, Tennessee 37214  
Tel: (615) 275-3621 or 3620  
Fax: 615) 275-3611  
Email: [bryan.hubbard@asig.com](mailto:bryan.hubbard@asig.com) and  
[lawrence.mcmahon@asig.com](mailto:lawrence.mcmahon@asig.com)

and

Karen L. Chapman, Esq.  
Sherman & Howard L.L.C.  
633 Seventeenth Street, Suite 3000  
Denver, Colorado 80202  
Tel: 303-297-2900  
Fax: 303-298-0940  
Email: kchapman@shermanhoward.com

A notice shall be deemed received and effective on the date that is three days after the date on which the notice is deposited in the United States Mail if it is sent by certified mail; or on the date such personal delivery is made if it is personally delivered; or on the date on which the signature receipt is recorded by the recognized delivery service if it is sent by a recognized delivery service; or on the date when the transmission is electronically verified if it is sent by facsimile transmission; or, if sent by electronic mail, on the date the sender of such electronic mail receives a copy of such electronic mail in the sent items folder of such sender's electronic mail program; provided, however, that if a notice is delivered or served on a day which is not a Business Day (as defined herein), or after 5:00 p.m. on any Business Day at the recipient's location, such notice shall be deemed to be duly received by the recipient at 9:00 a.m. on the first Business Day thereafter. The term "Business Day" shall mean any calendar day other than a Saturday, a Sunday or a day on which national banks are required or authorized by applicable laws to remain closed.


12. Successors and Assigns; Choice of Law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall be construed in accordance with the laws of the State of Tennessee.


[SIGNATURES ON NEXT PAGES]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY**


ATTEST:

By:   
Name: Robert J. Walker  
Title: Secretary


By:   
Name: Juli H. Mosley, P.E.  
Title: Chair

By:   
Name: Robert R. Wigington  
Title: President and Chief Executive Officer

APPROVED AS TO  
FORM AND LEGALITY:

  
Robert C. Watson  
Senior Vice President and  
Chief Legal Officer

RECOMMENDED:

  
Stan Van Ostran  
Senior Vice President and Chief  
Financial Officer

[SIGNATURES CONTINUED ON NEXT PAGES]

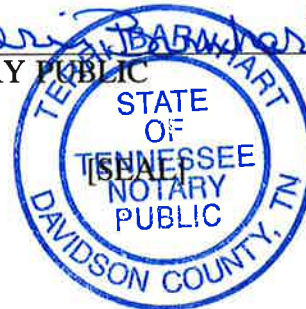
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Terri Barnhart, a notary public of the state and county mentioned, personally appeared Juli H. Mosley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Chair of the Board of Commissioners of The Metropolitan Nashville Airport Authority, the within bargainer, a Tennessee metropolitan airport authority, and that he as such Chair of the Board of Commissioners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the metropolitan airport authority as Chair of the Board of Commissioners.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of June, 2013.

Terri Barnhart  
NOTARY PUBLIC

My Commission Expires: 10/18/2016



STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Terri Barnhart, a notary public of the state and county mentioned, personally appeared Robert J. Walker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary of the Board of Commissioners of The Metropolitan Nashville Airport Authority, the within bargainer, a Tennessee metropolitan airport authority, and that he as such Secretary of the Board of Commissioners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the metropolitan airport authority as Secretary of the Board of Commissioners.

Witness my hand and seal, at office in Nashville, TN, this 6th day of June, 2013.

Terri Barnhart  
NOTARY PUBLIC

My Commission Expires: 10/18/2016

[SIGNATURES CONTINUED ON NEXT PAGE]



STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Terri Barnhart, a notary public of the state and county mentioned, personally appeared Robert R. Wigington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President and Chief Executive Officer of The Metropolitan Nashville Airport Authority, the within bargainer, a Tennessee metropolitan airport authority, and that he as such President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the metropolitan airport authority as President and Chief Executive Officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of June, 2013.

Terri Barnhart  
NOTARY PUBLIC

My Commission Expires: 10/18/2016



[SIGNATURES CONTINUED ON NEXT PAGES]

BNA FUEL COMPANY LLC

By: Thomas M. McCartin  
Name: THOMAS M. MCCARTIN  
Title: Chairman

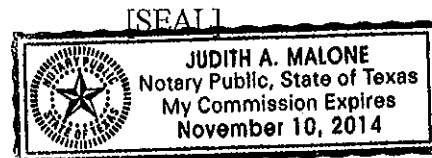
STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared THOMAS M. MCCARTIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be CHAIRMAN of BNA Fuel Company, LLC, the within named bargainor, a Delaware limited liability company, and that he as such CHAIRMAN, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as chairman.

Witness my hand and seal, at office in DALLAS, TEXAS, this 3  
day of JUNE, 2013.

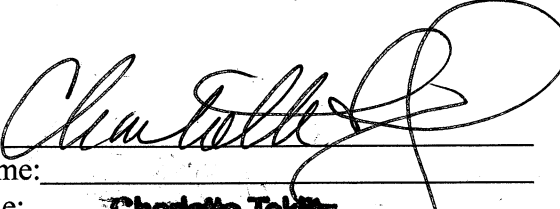
Judith A. Malone  
NOTARY PUBLIC

My Commission Expires: 11-10-14



[SIGNATURES CONTINUED ON NEXT PAGE]

AMERICAN AIRLINES, INC.

By:   
Name: \_\_\_\_\_  
Title: **Charlotte Teklitz**  
**Managing Director Real Estate**

STATE OF Texas  
COUNTY OF Tarrant

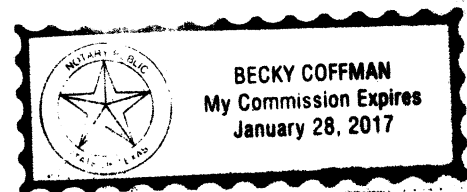
Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Charlotte Teklitz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be Mng. Dir. Real Estate of American Airlines, Inc., the within named bargainor, a Delaware corporation, and that she as such Mng. Dir. Real Estate, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Mng. Dir. Real Estate.

Witness my hand and seal, at office in Fort Worth, Texas, this 6<sup>th</sup> day of June, 2013.

  
NOTARY PUBLIC

My Commission Expires: 1-28-17

[SEAL]



[END OF SIGNATURES]



**Exhibit A**

EXHIBIT A -1

FUEL FARM SYSTEMS GROUND LEASE DESCRIPTION

The following paragraph is the property description of two ground lease tracts to serve the fuel farm including tanks, secondary containment, pumping, power systems, administrative and control office building, and vehicle parking area. The ground tract leased area is depicted in the plan view drawing Exhibit "A", Fuel Farm Systems Ground Lease.

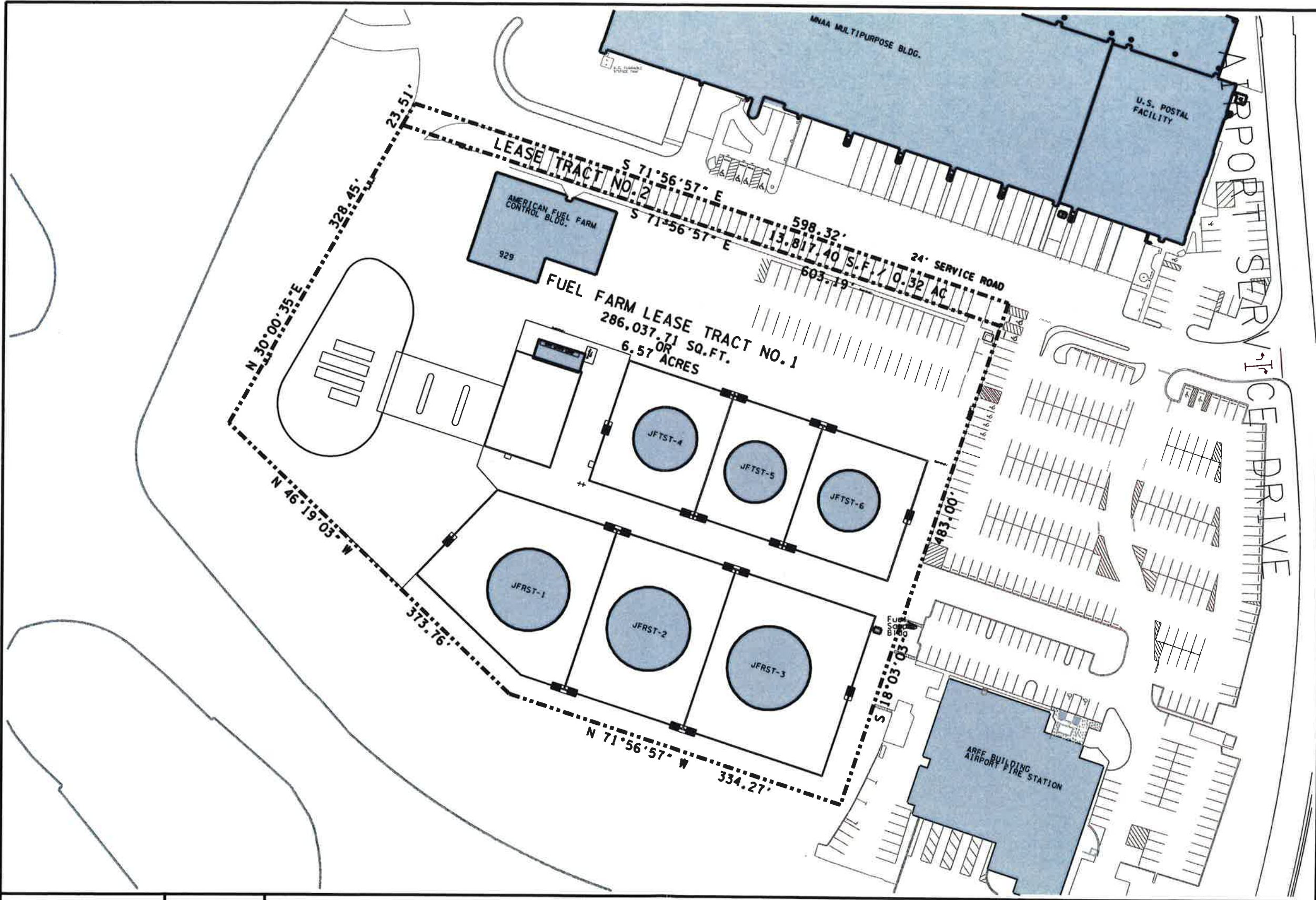
COMMENCING on NGS monument, PID AA4380 (BNA ARP 1964) thence South 76 degrees 25 minutes 40 seconds East, a distance of 4,556.61 feet to a point being the most south easterly corner of a ground lease all of which is part of real property conveyed to the Metropolitan Nashville Airport Authority, Map 108, Parcel 66, by deed of record in Book 4440, Page 758 Register's Office of Davidson County Tennessee, the point of beginning of the hereon-described ground lease;

Tract 1

Thence N 71 degrees 56 minutes 57 seconds W, 334.27 feet to a point; thence North 46 degrees 19 minutes 03 seconds West, 373.76 feet to a point; thence North 30 degrees 00 minutes 35 seconds East, 328.44 feet to a PK nail in the asphalt; thence South 71 degrees 56 minutes 57 seconds East, 603.19 feet to a PK nail in the asphalt; thence, South 18 degrees 03 minutes 03 seconds West, 483.00 feet to the point of beginning. The leased area contains 286,038 Square Feet or 6.57 Acres, more or less. As shown on Exhibit "A" by Michael David Fulghum, TN RLS #2103, January 2012.

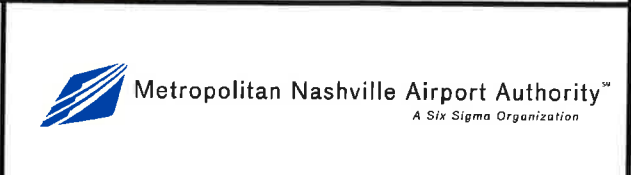
Tract 2

Beginning on the existing PK nail in the most northwest of the Tract 1, described above; thence N 30 degrees 00 minutes 37 seconds East, 23.51 feet to a PK nail in the asphalt; thence South 71 degrees 56 minutes 57 seconds East, 598.32 feet to a PK nail in the asphalt; thence, South 18 degrees 03 minutes 19 seconds West, 23.00 feet to a PK nail in the asphalt; thence along the northern lease line of Tract 1; North 71 degrees 56 minutes 57 seconds West, 603.19 feet to the point of beginning. The leased area contains 13,817 Square Feet or 0.32 Acres, more or less. As shown on Exhibit "A" by Michael David Fulghum, TN RLS #2103, January 2012.



DRAWN BY: DPG  
CK. BY: GV  
AS OF: JANUARY 2013

**EXHIBIT A**  
FUEL FARM SYSTEMS GROUND LEASE  
Nashville International Airport  
Nashville, Tennessee



**Exhibit B**

**Fueling Facility**

EXHIBIT B-1

FUEL TRANSFER SYSTEM, FUEL FARM AND FUEL HYDRANT SYSTEM LOCATIONS

Exhibit B provides a plan view which depicts the approximate location of the following jet fuel distribution systems:

Fuel Transfer System

The transfer line carries jet fuel from the main Colonial Pipeline distribution line through some 12,000 plus or minus feet of piping to the fuel farm systems ground lease area.

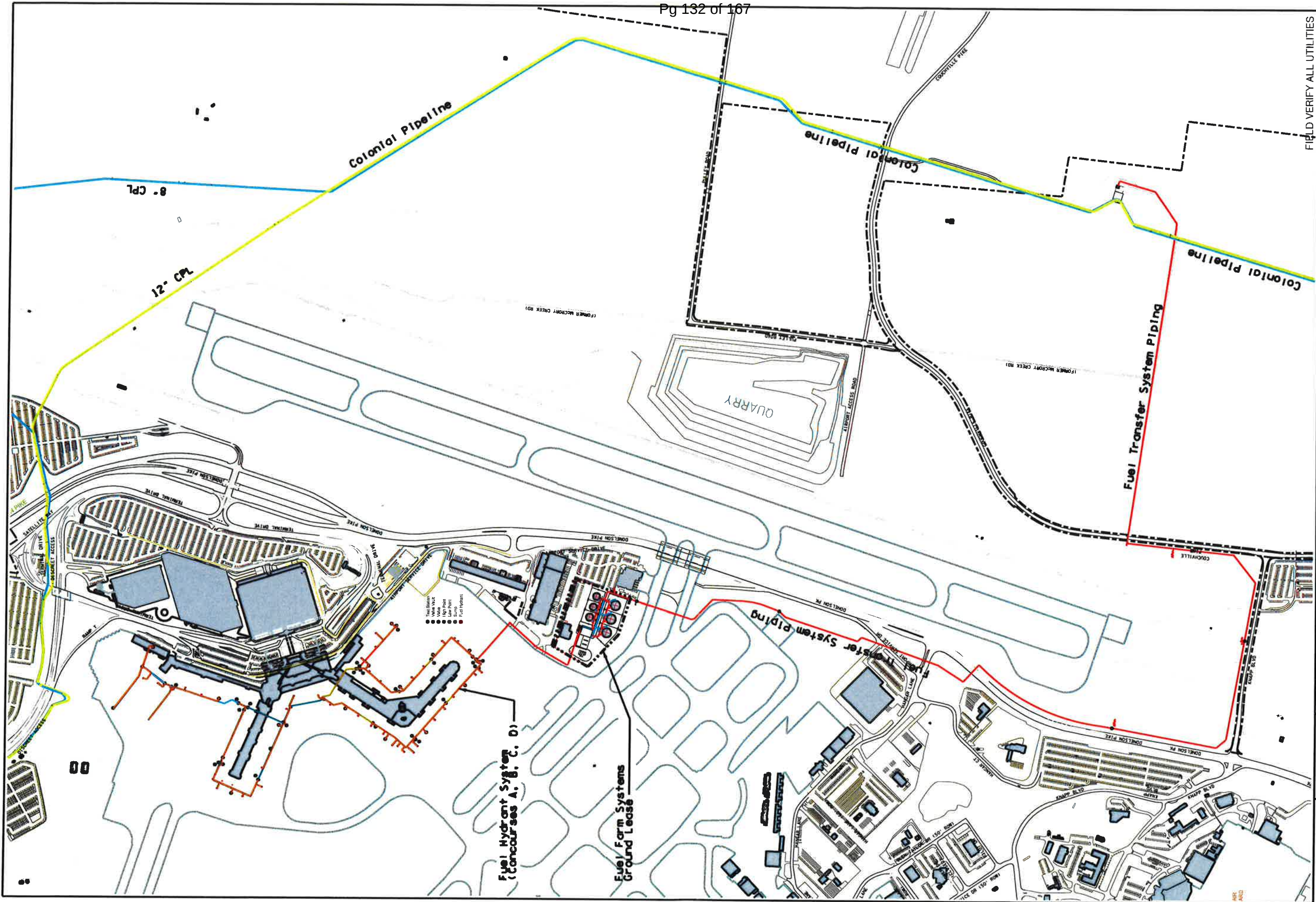
Fuel Farm Systems - Ground Lease

The fuel farm systems ground lease is described in Exhibit A-1 and depicted in Exhibit A.

Hydrant Distribution Systems

The hydrant distribution systems carry jet fuel from the fuel farm systems through a series of piping that exists below the terminal apron areas to Concourses A, B, C and D with numerous hydrant pits and valving near the terminal gate areas.





# EXHIBIT B

Nashville International Airport  
Nashville, Tennessee



DRAWN BY: 026  
CK BY: CV  
AS OF: JANUARY 2013

**Exhibit C**

**Post-Assignment Repairs**



## EXHIBIT C

### SCOPE OF WORK FOR POST-ASSIGNMENT REPAIRS

1. Assignee shall complete all items identified as Consortium and Project 1, under the "Solution" column, in Attachment A, Post Assignment Repairs in accordance with all Applicable Laws. Project 1 will include an API 653 inspection, performed by properly certified inspectors, of bulk tanks 1, 3, 4, and 6. MNAA has previously performed API 653 inspections of tanks 2 and 5 and the findings are presented in the Results. The results indicated for tanks 1, 3, 4, and 6 are assumed and will be updated and modified upon completion of API 653 inspections.
2. In parallel with Project 1 and Consortium items, Assignee shall complete the design work necessary to address the items identified as Project 2.
3. In parallel with Project 1 and the Consortium items, Assignee will complete the repair and maintenance items listed under Fuel Facility Mechanics Building Repairs.
4. Assignee will complete the scope of work set forth in this Exhibit during the Term of the Lease, and consistent with the following milestones, the first three of which will be measured from the commencement date of the Lease:

90 days:	Repair liner and chime seals, update SWPP, SPCC and FRP, design Project 1
6 months:	O&M repairs performed by Consortium
9 months:	Perform API 653 inspections and tank repairs
12 months:	Perform Fuel Farm Mechanics Building Repairs
18 months:	Perform remaining Project 1 items
By April 30, 2015:	Design of project 2

5. The Post-Assignment Repairs shall be subject to all regulations and requirements of the Authority normally applicable to tenant improvements. In addition, Assignee shall reasonably cooperate with and provide access to, and shall cause the Operator and the Assignee's other contractors to reasonably cooperate with and provide access for, the Authority, and any consultant or other Person designated by the Authority, to all concepts, design development documents, final design documents, engineering reports, testing and commissioning results, work plans, site specific safety plans, environmental protections, submittals etc., relating to the Post-Assignment Repairs. Assignee and



Authority shall meet no less than once per month for the purpose of reviewing progress and obtaining concurrence from the Authority regarding the progress of the Post-Assignment Repairs.

**AA Fuel Farm**  
**Metropolitan Nashville Airport Authority**  
**Results from Condition/Compliance and API 653 Inspections**  
**Attachment A**

**Post Assignment Repairs**

<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
	2012 SURVEY REPORT, CATHODIC PROTECTION, SYSTEMS, CONCOURSES A AND B states existing impressed current systems are fully functional and operating within required parameters.	Low	Continue to conduct annual CP system monitoring and associated maintenance as required.	Consortium
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Consortium (temporary repair)
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing chine sealant has failed around the tank allowing water to collect under the tank bottom	Elevated	Remove the residual failed sealant and install new backer rod and fuel and UV resistant sealant to seal the chine area around the tank.	Consortium
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing ring wall concrete has hairline cracks that have formed.	Moderate	Inspect the cracks and apply a sealant material to stop water intrusion from causing any freeze/thaw damage.	Consortium
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The tank has a single 12-inch pressure vacuum vent that is corroded and needs to be serviced to ensure proper working operation.	High	Service the existing pressure vacuum vent.	Consortium

AA Fuel Farm  
Metropolitan Nashville Airport Authority  
Results from Condition/Compliance and API 653 Inspections  
Attachment A

Post Assignment Repairs

Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing 10-inch receipt line has two butterfly valves that are lug style valves that have damaged bolt threads in the body of the valve.	High	Replace the two existing butterfly valves with new replacement valves.	Consortium (temporary repair)
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Consortium (temporary repair)
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing chine sealant has failed around the tank allowing water to collect under the tank bottom	Elevated	Remove the residual failed sealant and install new backer rod and fuel and UV resistant sealant to seal the chine area around the tank.	Consortium
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing 10-inch receipt line has two butterfly valves that are lug style valves that have damaged bolt threads in the body of the valve.	High	Replace the two existing butterfly valves with new replacement valves.	Consortium
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing ring wall concrete has hairline cracks that have formed.	Moderate	Inspect the cracks and apply a sealant material to stop water intrusion from causing any freeze/thaw damage.	Consortium
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The tank has a single 12-inch pressure vacuum vent that is corroded and needs to be serviced to ensure proper working operation.	High	Service the existing pressure vacuum vent.	Consortium

**AA Fuel Farm**  
**Metropolitan Nashville Airport Authority**  
**Results from Condition/Compliance and API 653 Inspections**  
**Attachment A**  
**Post Assignment Repairs**

Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Consortium (temporary repair)
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing chine sealant has failed around the tank allowing water to collect under the tank bottom	Elevated	Remove the residual failed sealant and install new backer rod and fuel and UV resistant sealant to seal the chine area around the tank.	Consortium
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing ring wall concrete has hairline cracks that have formed.	Moderate	Inspect the cracks and apply a sealant material to stop water intrusion from causing any freeze/thaw damage.	Consortium
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The tank has a single 12-inch pressure vacuum vent that is corroded and needs to be replaced/serviced to ensure proper working operation.	High	Replace/service the existing pressure vacuum vent.	Consortium
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing 10-inch receipt line has two butterfly valves that are lug style valves that have damaged bolt threads in the body of the valve.	High	Replace the two existing butterfly valves with new replacement valves.	Consortium (temporary repair)

AA Fuel Farm  
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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 4	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Consortium (temporary repair)
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing chine sealant has failed around the tank allowing water to collect under the tank bottom.	Elevated	Remove the residual failed sealant and install new backer rod and fuel and UV resistant sealant to seal the chine area around the tank.	Consortium
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing floating suction has a pontoon that has allowed product to enter it. If this is not corrected the floating suction is at risk of sinking.	High	Remove the existing threaded plugs and reseal them with fuel resistant pipe dope or Teflon tape. If a weld is suspected in leaking apply a low pressure air test to the pontoon to check for a weld leak.	Consortium
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing ring wall concrete has hairline cracks that have formed.	Moderate	Inspect the cracks and apply a sealant material to stop water intrusion from causing any freeze/thaw damage.	Consortium
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The tank has a single 12-inch pressure vacuum vent that is corroded and needs to be replaced/serviced to ensure proper working operation.	High	Replace/service the existing pressure vacuum vent.	Consortium

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 5	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Consortium
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing chine sealant has failed around the tank allowing water to collect under the tank bottom.	Elevated	Remove the residual failed sealant and install new backer rod and fuel and UV resistant sealant to seal the chine area around the tank.	Consortium
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing floating suction has a pontoon that has allowed product to enter it. If this is not corrected the floating suction is at risk of sinking.	High	Remove the existing threaded plugs and reseal them with fuel resistant pipe dope or Teflon tape. If a weld is suspected in leaking apply a low pressure air test to the pontoon to check for a weld leak.	Consortium
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing ring wall concrete has hairline cracks that have formed.	Moderate	Inspect the cracks and apply a sealant material to stop water intrusion from causing any freeze/thaw damage.	Consortium
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The tank has a single 12-inch pressure vacuum vent that is corroded and needs to be replaced/serviced to ensure proper working operation.	High	Replace/service the existing pressure vacuum vent.	Consortium
Tank 6	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Consortium

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<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
Tank 6	<b>API 653 2012, Tank 5 Results</b> - The existing chine sealant has failed around the tank allowing water to collect under the tank bottom.	Elevated	Remove the residual failed sealant and install new backer rod and fuel and UV resistant sealant to seal the chine area around the tank.	Consortium
Tank 6	<b>API 653 2012, Tank 5 Results</b> - The existing floating suction has a pontoon that has allowed product to enter it. If this is not corrected the floating suction is at risk of sinking.	High	Remove the existing threaded plugs and reseal them with fuel resistant pipe dope or Teflon tape. If a weld is suspected in leaking apply a low pressure air test to the pontoon to check for a weld leak.	Consortium
Tank 6	<b>API 653 2012, Tank 5 Results</b> - The existing ring wall concrete has hairline cracks that have formed.	Moderate	Inspect the cracks and apply a sealant material to stop water intrusion from causing any freeze/thaw damage.	Consortium
Tank 6	<b>API 653 2012, Tank 5 Results</b> - The tank has a single 12-inch pressure vacuum vent that is corroded and needs to be replaced/serviced to ensure proper working operation.	High	Replace/service the existing pressure vacuum vent.	Consortium
	Numerous pipe supports in the facility show significant corrosion between the support saddle and underside of the pipe. Anticipate progressive deterioration of the fuel piping.	Moderate	Separate existing pipe from the support saddle, remove rust to white metal and recoat. Install non-corrosive (Teflon) pad between the pipe and pipe support.	Consortium (temporary repair)
	Existing compressed air (CA) system is intended to distribute CA for maintenance power tools and other powered devices in the vicinity of the pump/filter pad. The system is not used and the compressor is reported to be out of service.	Low	Consideration should be given to current and future need for CA and maintain/abandon accordingly.	Consortium
	Existing truck grounding (Scully) system is not used in current operations and reported to be out of service. No other apparent grounding system(s) located on the loading or unloading positions.	High	Consideration should be given to current and future need for a Scully ground verification system and maintain/abandon accordingly. If abandoned, install fixed grounding reels.	Consortium

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	The existing hydrant system installation includes periodic sump pits that are piped below grade to hydrant pits in the vicinity to provide a central point where fuel spillage and water infiltration may be removed from the hydrant pits. Original construction drawings require the interconnecting piping to be 3" PVC that may deteriorate and form leaks with ongoing exposure to jet fuel.	High	Abandon/slurry fill existing centralized sump pits, slurry fill all 3" PVC line work and plug ends of piping at each hydrant pit.	Consortium
	The 10,000 gallon "off-spec" waste oil UST does not have continuous leak detection.	Moderate	Install continuous interstitial monitoring to meet current standards. Consortium to conduct annual tightness testing. Project 2 to remove.	Consortium (temporary repair)
Tank 1	<b>Tank 1 - API 653 Report, 2004</b> Report cites numerous issues associated with coatings, corrosion, welding and may otherwise duplicate comments, covered under "Tank Farm Observations" below. Of primary focus here, report states the floor plates were found to be 0.235" corroded thickness, further states the owner will allow 0.200" minimum thickness and lastly states to re-inspect in 20 years. API 650-5.4.7 states floor plates shall be not less than 0.236" corroded thickness implying the floor is at or near the limit of useful service life. Report recommends an in service re-inspection in 2009.	High	Perform API 653 inspection.	Project 1



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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 1	<b>API 653 2012, Tank 3 Results -</b> The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Project 1 (permanent fix)
Tank 1	<b>API 653 2012, Tank 3 Results -</b> The existing 10-inch receipt line has two butterfly valves that are lug style valves that have damaged bolt threads in the body of the valve.	High	Replace the two existing butterfly valves with new replacement valves.	Project 1 (permanent fix)
Tank 1	<b>API 653 2012, Tank 3 Results -</b> The existing inlet diffusers are facing clockwise not aiding in the coriolis affect that helps with fuel quality allowing the water and dirt into the sump.	Moderate	Rotate the existing inlet diffusers to face counter clockwise to allow for the coriolis affect to move the water and dirt into the sump.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results -</b> The existing anchor chain attachment for the floating suction is welded directly to the floor with no repad installed under it.	High	Remove the existing anchor chain hold down and install a repad per API.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results -</b> Given the potential for a tank vent to fail open, there is a risk of tank damage during the fill and/or draining of the tank. Consideration may be given to addition of a redundant vent to minimize the risk if over pressurization of the tank.	High	Install a second pressure vacuum vent on the existing 24-inch manway. API 650 5.8.5 demonstrates vent sizing.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results -</b> The existing bottom stair spacing does not meet the OSHA requirements for spacing.	High	Install anew first step with integral handrail to correct the OSHA steep spacing issue. May be steel or concrete.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing roof center column support does not have a repad installed under it in the sump of the tank and it does not have a weep hole installed in it for fluid to drain out of.	Moderate	Install a new fully welded repad under the center column support per API and a new weep hole to allow trapped product to be drained out of.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing tank has electrical conduits installed at the base of the tank that do not contain seal off fittings that are required in a hazard location per NFPA 70/NEC.	High	Install new seal off fittings to bring the electrical system up to the NFPA 70/NEC code. Initially installed improperly.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing floor has lap welds that have minor weld defects that show signs of rust exiting them throughout the tank bottom.	High	Vacuum box test the weld defect area, repair the weld and provide a new coating over the weld repair area.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing inlet line diffusers are welded directly to its support/floor and do not have a weep hole for allowing fuel/water to drain out of it.	High	Remove the existing cone support and diffuser. RE-work the support per API to allow for a slight horizontal movement and install repads and weep hole in the base of the support.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results</b> - The existing floor has a weld tear out that has removed floor plate metal. The tear out has removed 0.12-inches of the original 0.25-inches. The remaining floor thickness is 0.13-inches. While no soil side corrosion was noted in this area during the inspection a corrosion rate of just 0.0015-inches a year would put the area at the API minimum at the next API inspection.	High	Install a properly API sized patch plate and provide a coating system for the patch plate.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 1	<b>API 653 2012, Tank 3 Results - An</b> existing electrical junction box at the base of the tank has wire splices in it and these boxes are not rated for the hazardous area per NFPA 70/NEC.	High	Replace the electrical junction boxes with the correct hazardous rated junction boxes per NFPA 70/NEC. Initially installed improperly.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results - The tank</b> has several flexible liquid tight conduits that are heavily weathered and are in the NFPA 70/NEC hazard area.	High	Replace the existing liquid tight flexible conduits with NFPA 70/NEC braided flexible style conduit fittings. Initially installed improperly.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results - The</b> existing 2-inch water draw off nozzle does not have a repad around the nozzle.	High	A repad should be installed per API on the existing 2-inch water draw off nozzle.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results - Stair</b> treads are not seal welded to the tank shell allowing moisture to collect in an uncoated area of the tank shell.	Moderate	Seal weld the stair treads to the shell of the tank.	Project 1
Tank 1	<b>API 653 2012, Tank 3 Results - The</b> existing tank bottom film thin coating has multiple areas of small coatings damage throughout the bottom of the tank.	High	Recoat tank interior bottom and wall perimeters.	Project 1
Tank 2	<b>Tank 2 - API 653 Report, 2004 Report</b> cites numerous issues associated with coatings, corrosion, welding and may otherwise duplicate comments, covered under "Tank Farm Observations" below. Of primary focus here, report does not state specific measured corroded floor thickness, suggesting no areas of metal loss. Report further states the owner will allow 0.215" minimum thickness and lastly states to re-inspect in 20 years.	High	Perform API 653 inspection.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Project 1 (permanent fix)
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing anchor chain attachment for the floating suction is welded directly to the floor with no repad installed under it.	High	Remove the existing anchor chain hold down and install a repad per API.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - Given the potential for a tank vent to fail open, there is a risk of tank damage during the fill and/or draining of the tank. Consideration may be given to addition of a redundant vent to minimize the risk if over pressurization of the tank.	High	Install a second pressure vacuum vent on the existing 24-inch manway. API 650 5.8.5 demonstrates vent sizing.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing bottom stair spacing does not meet the OSHA requirements for spacing.	High	Install anew first step with integral handrail to correct the OSHA steep spacing issue. May be steel or concrete.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing roof center column support does not have a repad installed under it in the sump of the tank and it does not have a weep hole installed in it for fluid to drain out of.	Moderate	Install a new fully welded repad under the center column support per API and a new weep hole to allow trapped product to be drained out of.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing tank has electrical conduits installed at the base of the tank that do not contain seal off fittings that are required in a hazard location per NFPA 70/NEC.	High	Install new seal off fittings to bring the electrical system up to the NFPA 70/NEC code. Initially installed improperly.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing inlet diffusers are facing clockwise not aiding in the coriolis affect that helps with fuel quality allowing the water and dirt into the sump.	Moderate	Rotate the existing inlet diffusers to face counter clockwise to allow for the coriolis affect to move the water and dirt into the sump.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing floor has lap welds that have minor weld defects that show signs of rust exiting them throughout the tank bottom.	High	Vacuum box test the weld defect area, repair the weld and provide a new coating over the weld repair area.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing inlet line diffusers are welded directly to its support/floor and do not have a weep hole for allowing fuel/water to drain out of it.	High	Remove the existing cone support and diffuser. RE-work the support per API to allow for a slight horizontal movement and install repads and weep hole in the base of the support.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing floor has a weld tear out that has removed floor plate metal. The tear out has removed 0.12-inches of the original 0.25-inches. The remaining floor thickness is 0.13-inches. While no soil side corrosion was noted in this area during the inspection a corrosion rate of just 0.0015-inches a year would put the area at the API minimum at the next API inspection.	High	Install a properly API sized patch plate and provide a coating system for the patch plate.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - An existing electrical junction box at the base of the tank has wire splices in it and these boxes are not rated for the hazardous area per NFPA 70/NEC.	High	Replace the electrical junction boxes with the correct hazardous rated junction boxes per NFPA 70/NEC. Initially installed improperly.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The tank has several flexible liquid tight conduits that are heavily weathered and are in the NFPA 70/NEC hazard area.	High	Replace the existing liquid tight flexible conduits with NFPA 70/NEC braided flexible style conduit fittings. Initially installed improperly.	Project 1

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<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing 10-inch receipt line has two butterfly valves that are lug style valves that have damaged bolt threads in the body of the valve.	High	Replace the two existing butterfly valves with new replacement valves.	Project 1 (permanent fix)
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing 2-inch water draw off nozzle does not have a repad around the nozzle.	High	A repad should be installed per API on the existing 2-inch water draw off nozzle.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - Stair treads are not seal welded to the tank shell allowing moisture to collect in an uncoated area of the tank shell.	Moderate	Seal weld the stair treads to the shell of the tank.	Project 1
Tank 2	<b>API 653 2012, Tank 3 Results</b> - The existing tank bottom film thin coating has multiple areas of small coatings damage throughout the bottom of the tank.	High	Recoat tank interior bottom and wall perimeters.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Project 1 (permanent fix)
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing inlet diffusers are facing clockwise not aiding in the coriolis affect that helps with fuel quality allowing the water and dirt into the sump.	Moderate	Rotate the existing inlet diffusers to face counter clockwise to allow for the coriolis affect to move the water and dirt into the sump.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing 10-inch receipt line has two butterfly valves that are lug style valves that have damaged bolt threads in the body of the valve.	High	Replace the two existing butterfly valves with new replacement valves.	Project 1 (permanent fix)
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing anchor chain attachment for the floating suction is welded directly to the floor with no repad installed under it.	High	Remove the existing anchor chain hold down and install a repad per API.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - Given the potential for a tank vent to fail open, there is a risk of tank damage during the fill and/or draining of the tank. Consideration may be given to addition of a redundant vent to minimize the risk if over pressurization of the tank.	High	Install a second pressure vacuum vent on the existing 24-inch manway. API 650 5.8.5 demonstrates vent sizing.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing bottom stair spacing does not meet the OSHA requirements for spacing.	High	Install anew first step with integral handrail to correct the OSHA steep spacing issue. May be steel or concrete.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing roof center column support does not have a repad installed under it in the sump of the tank and it does not have a weep hole installed in it for fluid to drain out of.	Moderate	Install a new fully welded repad under the center column support per API and a new weep hole to allow trapped product to be drained out of.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing tank has electrical conduits installed at the base of the tank that do not contain seal off fittings that are required in a hazard location per NFPA 70/NEC.	High	Install new seal off fittings to bring the electrical system up to the NFPA 70/NEC code. Initially installed improperly.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing floor has lap welds that have minor weld defects that show signs of rust exiting them throughout the tank bottom.	High	Vacuum box test the weld defect area, repair the weld and provide a new coating over the weld repair area.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing inlet line diffusers are welded directly to its support/floor and do not have a weep hole for allowing fuel/water to drain out of it.	High	Remove the existing cone support and diffuser. RE-work the support per API to allow for a slight horizontal movement and install repads and weep hole in the base of the support.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing floor has a weld tear out that has removed floor plate metal. The tear out has removed 0.12-inches of the original 0.25-inches. The remaining floor thickness is 0.13-inches. While no soil side corrosion was noted in this area during the inspection a corrosion rate of just 0.0015-inches a year would put the area at the API minimum at the next API inspection.	High	Install a properly API sized patch plate and provide a coating system for the patch plate.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - An existing electrical junction box at the base of the tank has wire splices in it and these boxes are not rated for the hazardous area per NFPA 70/NEC.	High	Replace the electrical junction boxes with the correct hazardous rated junction boxes per NFPA 70/NEC. Initially installed improperly.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The tank has several flexible liquid tight conduits that are heavily weathered and are in the NFPA 70/NEC hazard area.	High	Replace the existing liquid tight flexible conduits with NFPA 70/NEC braided flexible style conduit fittings. Initially installed improperly.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results</b> - The existing 2-inch water draw off nozzle does not have a repad around the nozzle.	High	A repad should be installed per API on the existing 2-inch water draw off nozzle.	Project 1



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Tank 3	<b>API 653 2012, Tank 3 Results - Stair</b> treads are not seal welded to the tank shell allowing moisture to collect in an uncoated area of the tank shell.	Moderate	Seal weld the stair treads to the shell of the tank.	Project 1
Tank 3	<b>API 653 2012, Tank 3 Results - The</b> existing tank bottom film thin coating has multiple areas of small coatings damage throughout the bottom of the tank.	High	Recoat tank interior bottom and wall perimeters.	Project 1
Tank 4	<b>Tank 4 - API 653 Report, 2004 Report</b> cites numerous issues associated with coatings, corrosion, welding and may otherwise duplicate comments, covered under "Tank Farm Observations" below. Of primary focus here, report states the floor plates were found to be 0.245" corroded thickness, further states the owner will allow 0.210" minimum thickness and lastly states to re-inspect in 20 years.	High	Perform API 653 inspection.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results - The</b> existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Project 1 (permanent fix)
Tank 4	<b>API 653 2012, Tank 5 Results - The</b> existing thermal relief valves in the tank containment area are open to atmosphere and not piped to return to the tank or a product recovery tank. If a relief valve were to stick open a product release could occur until it was spotted by the facility operators.	High	Install new piping on the outlet side of the existing thermal relief valves to return to the tank or to the product recovery tank.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing tank interior and exterior coating system has passed its' service life and several interior areas have failed and isolated areas of carbuncle corrosion were noted on the roof deck.	High	Replace the full exterior and roof coating system of the tank. Lead paint is present and will have to be properly abated prior to recoating. Recoat tank interior bottom and wall perimeters. Lead based paint abatement is included in estimate.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing anchor chain attachment for the floating suction is welded directly to the floor with no repad installed under it.	High	Remove the existing anchor chain hold down and install a repad per API.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - Given the potential for a tank vent to fail open, there is a risk of tank damage during the fill and/or draining of the tank. Consideration may be given to addition of a redundant vent to minimize the risk if over pressurization of the tank.	High	Install a second pressure vacuum vent on the existing 24-inch manway. API 650 5.8.5 demonstrates vent sizing.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing bottom stair spacing does not meet the OSHA requirements for spacing.	High	Install anew first step with integral handrail to correct the OSHA steep spacing issue. May be steel or concrete.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing roof center column support does not have a repad installed under it in the sump of the tank and it does not have a weep hole installed in it for fluid to drain out of.	Moderate	Install a new fully welded repad under the center column support per API and a new weep hole to allow trapped product to be drained out of.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing tank has electrical conduits installed at the base of the tank that do not contain seal off fittings that are required in a hazard location per NFPA 70/NEC.	High	Install new seal off fittings to bring the electrical system up to the NFPA 70/NEC code. Initially installed improperly.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing tank has noncompliant flexible electrical conduit that is degraded and needs to be replaced to the fixed devices attached to the tank. These conduits are present on the tank roof area and around the tank piping.	Moderate	Remove the noncompliant degraded flexible conduit and install new NFPA 70/NEC compliant braided flexible conduits.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing inlet line diffuser is welded directly to its support/floor and is not angled to allow the rotation of the fuel upon entering into the tank. The inlet nozzle is aimed at the sump of the tank and allows the water and sediment to be flushed out of the sujump during a tank fill operation.	Moderate	Remove the existing cone support and diffuser. Reinstall diffuser at a 45 deg angle to allow the fuel to rotate upon receipt. Re-weld the support per API with a repad and to allow for slight horizontal movement.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - The existing 24-inch suction line is not supported outside the tank and is placing stress on the tank nozzle.	High	Install a new pipe support for the 24-inch suction line to relieve the stress off the tank nozzle.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - Adjacent to the existing low suction line is a valve that is installed with a pipe penetration through the shell. This valve has no cap or plug installed on it and will allow a release of fuel if accidentally opened.	High	Install a cap or plug to close this open release path on the tank.	Project 1
Tank 4	<b>API 653 2012, Tank 5 Results</b> - Existing electrical junction boxes at the base of the tank have wire splices in them and these boxes are not rated for the hazardous area per NFPA 70/NEC.	High	Replace the electrical junction boxes with the correct hazardous rated junction boxes per NFPA 70/NEC. Initially installed improperly.	Project 1

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<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
Tank 5	<b>API 653 2012, Tank 3 Results</b> - The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Project 1 (permanent fix)
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing anchor chain attachment for the floating suction is welded directly to the floor with no repad installed under it.	High	Remove the existing anchor chain hold down and install a repad per API.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - Given the potential for a tank vent to fail open, there is a risk of tank damage during the fill and/or draining of the tank. Consideration may be given to addition of a redundant vent to minimize the risk if over pressurization of the tank.	High	Install a second pressure vacuum vent on the existing 24-inch manway. API 650 5.8.5 demonstrates vent sizing.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing bottom stair spacing does not meet the OSHA requirements for spacing.	High	Install anew first step with integral handrail to correct the OSHA steep spacing issue. May be steel or concrete.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing roof center column support does not have a repad installed under it in the sump of the tank and it does not have a weep hole installed in it for fluid to drain out of.	Moderate	Install a new fully welded repad under the center column support per API and a new weep hole to allow trapped product to be drained out of.	Project 1

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Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing tank has electrical conduits installed at the base of the tank that do not contain seal off fittings that are required in a hazard location per NFPA 70/NEC.	High	Install new seal off fittings to bring the electrical system up to the NFPA 70/NEC code. Initially installed improperly.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing tank has noncompliant flexible electrical conduit that is degraded and needs to be replaced to the fixed devices attached to the tank. These conduits are present on the tank roof area and around the tank piping.	Moderate	Remove the noncompliant degraded flexible conduit and install new NFPA 70/NEC compliant braided flexible conduits.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing inlet line diffuser is welded directly to its support/floor and is not angled to allow the rotation of the fuel upon entering into the tank. The inlet nozzle is aimed at the sump of the tank and allows the water and sediment to be flushed out of the sujump during a tank fill operation.	Moderate	Remove the existing cone support and diffuser. Reinstall diffuser at a 45 deg angle to allow the fuel to rotate upon receipt. Re-weld the support per API with a repad and to allow for slight horizontal movement.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - The existing 24-inch suction line is not supported outside the tank and is placing stress on the tank nozzle.	High	Install a new pipe support for the 24-inch suction line to relieve the stress off the tank nozzle.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - Adjacent to the existing low suction line is a valve that is installed with a pipe penetration through the shell. This valve has no cap or plug installed on it and will allow a release of fuel if accidentally opened.	High	Install a cap or plug to close this open release path on the tank.	Project 1
Tank 5	<b>API 653 2012, Tank 5 Results</b> - Existing electrical junction boxes at the base of the tank have wire splices in them and these boxes are not rated for the hazardous area per NFPA 70/NEC.	High	Replace the electrical junction boxes with the correct hazardous rated junction boxes per NFPA 70/NEC. Initially installed improperly.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
Tank 5	<b>API 653 2012, Tank 5 Results -</b> The existing thermal relief valves in the tank containment area are open to atmosphere and not piped to return to the tank or a product recovery tank. If a relief valve were to stick open a product release could occur until it was spotted by the facility operators.	High	Install new piping on the outlet side of the existing thermal relief valves to return to the tank or to the product recovery tank.	Project 1
Tank 6	<b>Tank 6 - API 653 Report, 2005 Report</b> cites numerous issues associated with coatings, corrosion, welding and may otherwise duplicate comments, covered under "Tank Farm Observations" below. Of primary focus here, report does not state specific measured corroded floor thickness, suggesting no areas of metal loss. Report further states the owner will allow 0.190" minimum thickness and lastly states to re-inspect in 12 years.	High	Perform API 653 inspection.	Project 1
Tank 6	<b>API 653 2012, Tank 3 Results -</b> The existing liner system is exposed throughout the containment area allowing UV degradation as well as being exposed to puncture hazards. A section of the liner along the tank ring wall appears to have seam failure that could allow released product to escape.	Elevated	Inspect the containment area for any damaged areas of the liner and repair. Install additional containment area material to cover the exposed sections of the liner to prevent UV degradation. Repair any damaged liner weld seam areas to assure containment. If repair versus replacement of the liner system is pursued, means and methods must be provided as the liner is no longer manufactured. In addition hydrostatic testing will be required.	Project 1 (permanent fix)
Tank 6	<b>API 653 2012, Tank 5 Results -</b> The existing thermal relief valves in the tank containment area are open to atmosphere and not piped to return to the tank or a product recovery tank. If a relief valve were to stick open a product release could occur until it was spotted by the facility operators.	High	Install new piping on the outlet side of the existing thermal relief valves to return to the tank or to the product recovery tank.	Project 1

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Tank 6	<b>API 653 2012, Tank 5 Results</b> - Given the potential for a tank vent to fail open, there is a risk of tank damage during the fill and/or draining of the tank. Consideration may be given to addition of a redundant vent to minimize the risk if over pressurization of the tank.	High	Install a second pressure vacuum vent on the existing 24-inch manway. API 650 5.8.5 demonstrates vent sizing.	Project 1
Tank 6	<b>API 653 2012, Tank 5 Results</b> - The existing bottom stair spacing does not meet the OSHA requirements for spacing.	High	Install anew first step with integral handrail to correct the OSHA steep spacing issue. May be steel or concrete.	Project 1
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Tank 6	<b>API 653 2012, Tank 5 Results</b> - The existing tank has noncompliant flexible electrical conduit that is degraded and needs to be replaced to the fixed devices attached to the tank. These conduits are present on the tank roof area and around the tank piping.	Moderate	Remove the noncompliant degraded flexible conduit and install new NFPA 70/NEC compliant braided flexible conduits.	Project 1

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Tank 6	<b>API 653 2012, Tank 5 Results</b> - Adjacent to the existing low suction line is a valve that is installed with a pipe penetration through the shell. This valve has no cap or plug installed on it and will allow a release of fuel if accidentally opened.	High	Install a cap or plug to close this open release path on the tank.	Project 1
Tank 6	<b>API 653 2012, Tank 5 Results</b> - Existing electrical junction boxes at the base of the tank have wire splices in them and these boxes are not rated for the hazardous area per NFPA 70/NEC.	High	Replace the electrical junction boxes with the correct hazardous rated junction boxes per NFPA 70/NEC. Initially installed improperly.	Project 1
Tank 6	<b>API 653 2012, Tank 5 Results</b> - The existing thermal relief valves in the tank containment area are open to atmosphere and not piped to return to the tank or a product recovery tank. If a relief valve were to stick open a product release could occur until it was spotted by the facility operators.	High	Install new piping on the outlet side of the existing thermal relief valves to return to the tank or to the product recovery tank.	Project 1



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<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
	Existing paint system top coating is failing in large areas on the tanks exterior and piping system. In large part, the primer coat remains intact. However, there are numerous locations where rust is apparent. All tank roofing has been recently recoated except Tank #5. Overall deterioration is cosmetic in nature, as consistent with the age of the facility and does not impact system operational dependability.	Moderate	Given proximity to surrounding facilities and parking areas, shroud tanks to minimize overspray. Media blast as appropriate and recoat the system including tanks, piping, maintenance platforms, etc. Prior to coating repair, remediate lead paint.	Project 1
	All major pipe (fill, pump suction) connections to the tanks employ an internal safety valve with spring closure, intended to close in the event that fire melted a fusible link on the exterior of the tank. Historical performance of this valve has proven unreliable and/or inoperative when tested.	High - Moderate after functional verification.	First priority should test the internal valves and exercise the functional action to verify performance. Lacking full functionality of these valves, short term repair will be necessary. Provide periodic exercise of the fire safety valves to ensure short term functionality is maintained. Real consideration should be given to replacing these valves in the long term with a reliable safety valve. Recommend this modification be accomplished in conjunction with double block and bleed valves under item #24 below. Valve repair/replacement may be accomplished in conjunction with future tank outages due to cleaning and/or API 653 evaluation.	Project 1
	Pipe/valving configuration at all major pipe (fill, pump suction, etc.) connections to the tanks do not include an external pipe support. Support of the given configuration relies specially on the tank connection and the stability of underground piping, thereby imposing external weight/stress on the tank flange/reinforcing plate.	Moderate	Add a pipe support at the elbow closest to the tank shell to alleviate external stress on the tank flange. Pipe support placement may be accomplished in conjunction with liner modifications under item 5 above.	Project 1
	Suitability for Long Term Service - necessary paperwork from certified inspector once required API repairs are made	High	Submit signed paperwork to MNAA.	Project 1

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
	Discharge from the fuel farm currently drains into the deicing wastewater treatment facility. This facility is not designed to treat petroleum products and if there were a fuel spill could jeopardize the ability to collect and treat deicing fluids and runoff during winter operations.	Moderate	Divert discharge points from the fuel farm that drains into the MNAA deicing treatment system. Update permits, NPDES, SPCC and SWPPP	Project 1 and Project 2
	Office, control, maintenance facility findings	High to Low	See attached FF mechanics building repairs for additional information	Project 1
	Existing Control System remains generally unmodified from the original construction in 1986, including fixed display board, integral I/O cabinet, PLC controls, etc., as consistent with period technology. Control system outages/repairs due to lightning strikes in the area are commonplace. Control system requires elevated maintenance attention to ensure functionality in support of ongoing operations. Given the age of the equipment, certain key replacement parts remain available only through after-market sources.	Moderate to Low	Consideration should be given to updating control system to current technology in order to enhance dependability and human interface capabilities.	Project 2
	Existing system flow control utilizes Venturi style sensing in the main pump discharge header. This type of sensor does not provide stable control output to the PLC under low flow conditions. Given the current reduced level of operations, the system operates at approximately 2,000 GPM or less at any given time. To avoid difficulties in maintaining stable pump control, the control system (venturi/PLC) has been modified to simply maintain a constant pressure on the discharge header. The operator advises that the system does not provide rotation of the lead pump. While operating	Moderate to Low	Concurrent with controls modifications under item 1 above, replace the Venturi with an ultrasonic style flow sensor(s), providing minimum ( ± 2%) error over the entire flow range of the system (0 - 9,000 GPM). Consistent with the original design intent, modify PLC control to start lead pump on drop in system pressure and cycle lag pump(s) on/off based on rise/fall in fuel demand flow rate, as measured by the ultrasonic sensor. Re-establish rotation of lead pump in the control sequence.	Project 2

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Location	Finding	Priority Order	Comments/Recommended Action	Solution
	Existing tank level monitoring system employs a "Metritape" style gauging package, interfacing with the PLC to demonstrate low/low, low, high and high/high conditions on the control display board and initiate alarm functions. The PLC/Gauging system does not include an inventory management function. The operator advises that there are no automated shut-down functions associated with the tank level gauging system. Automated high level shut-off is provided via a "Scully" probe, set to close the fill line when the tank is above the high-high level.	Moderate to Low	Consideration should be given to updating the gauging system to current technology in order to enhance operational dependability, overflow protection and inventory management capabilities. Gauging modifications may be accomplished in conjunction with future tank outages due to cleaning and/or API 653 evaluation.	Project 2
	Fuel transfer PD Pump #1 shows leakage and operates with significant bearing and/or gearbox noise. Pump #3 was being replaced at the time of the inspection. Pump #4 was out of service, pending planned replacement.	High	Once transfer pump #3 and #4 are repaired/replaced, investigate suspected Pumps #1 and 2 dependability and repair/replace as necessary.	Project 2

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<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
	Hydrant Pumps (9) remain as original to the 1986 construction. Pumps #1, 2, 4, 8 and 9 were out of service at the time of the assessment. Pump #1 was being repaired with Pump #2 is pending planned repair. Pumps #8 and 9 were considered permanently out of service due to current reduced peak flow requirements. For the pumps remaining in service at the time of assessment, there appeared to be subtle variances in bearing/seal/coupler noise and motor run temperatures.	Moderate	Once transfer pump #1 and #2 are repaired/replaced, the operational pumping system will offer adequate reserve pumping capacity. Given the age of the remaining in-service equipment, real consideration should be given to utilizing manufacturer's service representative to assess functional dependability of the remaining (in-service) pumps and repair/replace as necessary.	Project 2
	Hydrant pumps show deterioration of grout under pump bases. Current condition is primarily cosmetic that may progress.	Low	Chip away loose material and re-grout pump bases. Typical all pumps.	Project 2
	Numerous thermal reliefs on the pump pad discharge to atmosphere and drain onto the pump pad. Pump pad drains are routed to the O/W separator, thereby directing clean fuel to the drainage system.	Moderate to Elevated	Hard pipe all thermal relief discharge lines to the existing product recovery system on the pump pad.	Project 2
	F/S Drains, associated thermal reliefs and Air Eliminator lines discharge to a waste drainage system, routed to the O/W separator, thereby directing clean fuel to the drainage system.	Moderate to Elevated	Hard pipe F/S Drains, thermal reliefs and Air Eliminator lines to the existing product recovery system on the pump pad.	Project 2

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<b>Location</b>	<b>Finding</b>	<b>Priority Order</b>	<b>Comments/Recommended Action</b>	<b>Solution</b>
	Existing product recovery system on the pump pad shows minor leakage and discharges petroleum contact waste water to the drainage system and O/W separator. That discharge is then routed to the existing airport holding pond and subsequently routed to a water treatment facility. The Airport may require the outfall from the tank farm to be segregated from the overall Airport drainage handling system. If so, the petroleum contact waste water will require segregated treatment to meet the State requirements.	Moderate	First priority should address minor leak. In conjunction with items 16 and 17 above, increase recovery system holding capacity. Modify water discharge to a waste water holding system or to the nearest sanitary sewer system for proper waste disposal in lieu of discharge to the O/W separator.	Project 2
	Existing tank sump drainage system (typ all tanks) and sump truck product handling discharges petroleum contact waste water to the drainage system and O/W separator.	Moderate to High	In conjunction with items 16, 17 and 18 above, modify water discharge to a waste water holding system or to the nearest sanitary sewer system for proper waste disposal in lieu of discharge to the O/W separator.	Project 2
	Thermal reliefs on the truck unloading island discharge to atmosphere and drain onto the pad. Containment pad drains are routed to the O/W separator, thereby directing clean fuel to the drainage system.	Moderate	To minimize backpressure on the unload hose, hard pipe all thermal relief discharge lines to the existing product recovery system on the pump pad.	Project 2
	Autogas and Jet A fuel dispensers are original to the 1986 construction, show significant deterioration and are out of service. Associated UST storage systems are not in service.	Low	Consideration should be given to decommissioning the systems entirely and removing dispensers, underground lines and UST's	Project 2

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	Consistent with common design practice of the period, the Tank Farm piping system incorporates butterfly valves to isolate tanks, pumps and other functions within the system. Given the age of the facility, the operator advises that numerous butterfly valves do not seal properly for positive isolation of the system. Given the configuration of the system, the leak test on the transfer line between the Tank Farm and the hydrant system required a temporary installation of blind flanges at the (9) pump discharge lines. At the time of the assessment, there is no apparent record of a leak test having been conducted on the underground fuel lines within the Tank Farm facility.	Moderate	In light of recent CP system operational issues and consistent with pressure testing of the outlying underground fuel lines, consideration should be given to pressure testing of underground fuel lines in the Tank Farm. Given the operational need for positive isolation of the system to facilitate maintenance and/or leak testing, consideration should be given to strategic replacement of butterfly valves to isolate tanks, pumps and underground lines. Recommend this modification be accomplished in conjunction with piping/valve modifications.	Project 2
	At the time of the assessment, 5 existing isolation vaults have been retrofitted with double block and bleed valves, to provide positive isolation of the system for testing or maintenance purposes. The remaining vaults include butterfly style valves that do not provide positive isolation.	Moderate	Retrofit remaining vaults with double block and bleed valves.	Project 2
	Segregate sections of Concourse D that are out of service.	Low to Moderate	Decommission / nitrogen fill existing hydrant line serving Concourse D.	Project 2
	Tightness testing could be conducted more quickly if double block and bleed (DBB) valves were installed to isolate the Colonial Pipeline transfer line and the Fuel Farm from the hydrant system. Doing so would save the time to empty the fuel lines and install skillet flanges, which would reduce the expense of the testing event.	Moderate	Install 1 DDB valve at the Colonial Pipeline terminal (could be inside or outside the fence) and 1 DBB valve at the Fuel Farm receiving manifold to facilitate isolating the transfer line. Install 1 DBB valve at the hydrant system issue pumps to isolate the Fuel Farm from the hydrant system. Doing so would delete the requirement to break into the system to install skillet flanges to isolate parts of the system for testing.	Project 2
	Vista can install a permanent or mobile testing system at MNAA for future use.	Low	Something for the MNAA to consider, as tests could be conducted more frequently and by Fuel Farm operator personnel.	Project 2

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	The transfer line should be tested for wall thickness and condition. Line velocities are such that the line should be relatively clean, but the pipeline was installed in 1986 and the wall thickness and condition should be determined.	Moderate	Use pigging equipment to run the length of the pipeline and assess thickness and condition.	Project 2
	The 20,000 gallon former gasoline UST has been T.O.S. since 2002.	Moderate	Remove the UST as it would be cost prohibitive to upgrade.	Project 2
	The two 30,000 gallon former glycol USTs are out of service.	Moderate	Remove as the USTs would be cost prohibitive to upgrade to current standards (release detection and cathodic protection).	Project 2
	FM Global - Provide fire protection at the pumps and filter equipment to reduce potential thermal damage. The current lack of fire protection could allow a fire on one fuel pump to spread, damaging all of the fuel pumps and filters which would effectively stop all fueling operations.	Moderate	FM Global - Provide an open head automatic deluge water spray system for the curbed area containing the fuel pumping and filtering equipment	Project 2
	FM Global - Provide a second fire department pumper connection for the monitor nozzles and foam generators for the tank farm to facilitate fire fighter access to the foam system to account for variables such as fire location and wind direction that can make the existing fire department pumper connection inaccessible.	Moderate	FM Global - Provide a second pumper connection for the foam system.	Project 2
	FM Global - The close proximity of the pump;s to the switch gear can allowq a fuel pump fire to damage the electrical equipment for the entire fueling operation resulting in a long outage to the fueling operations	Moderate	FM Global - Install a self supporting minimum 1 hour fire rated wall between the pumping equipment and the adjacent electrical switch gear.	Project 2
	The 10,000 gallon "off-spec" waste oil UST does not have continuous leak detection.	Moderate	Replace the 10,000 gallon "off-spec" waste oil UST described above.	Project 2 (permanent fix)

Fuel Farm Mechanics Building  
AA Fuel Farm

Item	Finding
	Fuel Farm Mechanics Building at the AA Fuel Farm
1	Replace damaged laminate in women's restroom
2	Install rubber cove base, clean and seal VCT flooring in women's locker room
3	Replace door hardware in break room with matching lockset
4	Repair or replace wall mounted HVAC unit in front entrance
5	Repair water damage to wall and ceiling in men's locker room
6	Replace all missing and damaged rubber cove base, clean & seal VCT flooring in men's locker room
7	Replace missing shower head/make shower operational, clean or replaced stained grout and tile in men's locker room
8	Replace door stops in restrooms and locker rooms
9	Replace damaged and missing ACT ceiling throughout entire space. Repair or replace grid as necessary
10	Clean all HVAC return grills, duct and supply diffusers throughout entire space
11	Remount toilet in men's restroom and paint walls
12	Refinish or replace metal restroom partitions in men's restroom and locker room
13	Remount toilet in women's restroom, repair and paint walls
14	Repair or replace all in-operable lighting fixtures including re-lamping/re-lensing
15	Replace all damaged, painted and missing rubber base and clean, repair and seal all VCT flooring throughout space
16	Repair or replace damaged millwork
17	Replace tempered/insulated glass at rear exit
18	Repair all damaged walls and repaint
19	Replace or repair emergency lighting in the women's restroom
20	Repair and clean stained grout in shower of women's restroom
21	Repair or replace hand dryer in women's restroom
22	Correct electrical code violations in the fuel sampling room.
23	Repair or replace the exhaust ventilation in the fuel sampling room. This is a safety concern.
24	Repair water damaged walls throughout the building. There is potential that interior studs and base plates may also need to be replaced due to the extensive water damage that has occurred over the years
25	Complete wall construction in office space that was left unfinished
26	Replace damaged light fixtures in mechanics shop
27	Correct electrical code violations associated with the lighting supports
28	Repair or replace emergency lighting fixtures in the mezzanine and shop areas
29	Repair water damaged walls throughout the mezzanine and mechanics shop area after the roof is replaced



Fuel Farm Mechanics Building  
AA Fuel Farm

30	Repair CMU wall damage in various areas
31	Replace EDPM roof
32	Clean and repair rain leaders on roof and repair/replace gutter system
33	Replace tempered-insulated glass panel in shop door
34	Repair all exterior EFIS damage and re-finish
35	Repair or replace all exterior glazing and re-caulk
36	Repair or replace all exterior metal trim
37	Replace (2) damaged overhead doors