



CO # 121693

COMMISSIONERS COURT  
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF

130

DATE: 12/29/2015

SUBJECT: **APPROVAL OF TAX ABATEMENT AGREEMENT WITH AMERICAN AIRLINES, INC. FOR THE INTEGRATED OPERATIONS CENTER, CITY OF FORT WORTH**

**COMMISSIONERS COURT ACTION REQUESTED:**

It is requested that the Commissioners Court approve the Resolution and Tax Abatement Agreement providing for Tarrant County participation with the City of Fort Worth in the abatement of ad valorem taxes on the eligible real and personal property improvements made by American Airline, Inc. for the location and construction of a new integrated operations center of American Boulevard, for a period of ten (10) years at a maximum abatement percentage of fifty percent (50%) as set forth in the agreement, and authorize the County Judge or his designee to execute the agreement.

**BACKGROUND:**

Last year, the Commissioners Court was briefed and presented a proposed incentive package in regards to American Airlines plans to redevelop an existing parking area adjacent to current facilities off American Boulevard for the construction of a new 149,000 sq. ft. Integrated Operations Center (IOC) that will combine all daily flight operations areas into a centralized location. The company plans to invest approximately \$55 million in real property improvements and \$33 million in new business personal property on the site by the end of 2015.

This new facility will combine the current American Airlines center, which employs 800 positions, with a US Airways facility, relocating approximately 500 employees from Pennsylvania. A total of 1,300 full-time jobs is projected for the IOC by December, 2015. The annual payroll for the facility is estimated at \$87,000,000.00, providing for an average annual salary of about \$67,000.00. Healthcare benefits are provided at a reasonable cost to full-time time employees and the company offers a 401(k) plan with employer match.

The City of Fort Worth has approved a 15-year tax abatement/economic development program agreement providing up to eighty-five percent (85%) abatement of real and personal property taxes. An amendment to the City's Agreement was also approved clarifying American Airlines' leasehold ownership in the facility. County participation, as set forth in the attached agreement, incorporates this amendment and will provide tax abatement at a maximum of fifty percent (50%) of new real and personal property value for a period of ten (10) years, beginning with a base abatement of fofty percent (40%) and providing for up to ten percent (10%) additional abatement for employment and performance-based criteria.

SUBMITTED BY:	Administrator's Office	PREPARED BY:	Lisa McMillan
		APPROVED BY:	



## COMMISSIONERS COURT COMMUNICATION

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To receive a base forty percent (40%) abatement, American Airlines will be required to meet a minimum \$55 million in real property improvement costs, add a minimum of \$33 million in new taxable business personal property to the site, and add and retain employment of 1,300 full-time jobs. Up to an additional ten percent (10%) abatement can be incrementally earned for added full-time employment to the site above the minimum 1,300 required jobs, and for added community commitments in terms of Tarrant County resident employment and additional spending with DBE and Tarrant County companies for construction costs. The total cumulative percentage of ad valorem tax abatement that may be received in any one year is capped at fifty percent (50%). The Tax Abatement Agreement and a summary of the terms is attached.

### **FISCAL IMPACT:**

Total new real and personal property value added from this development is estimated at over \$88,000,000.00 (\$55,000,000.00 for real property and \$33,000,000.00 for business personal property). Based on current tax rates, should American Airlines earn the maximum tax abatement of fifty percent (50%) for all ten (10) years, the project could receive a total ten year tax abatement projected at up to \$1,161,600.00 from the County. Hospital District taxes will not be abated. Over that same period, the County will receive tax revenues from the unabated portion of the new improvements, as well as the current base value of the land and existing facility.

**TARRANT COUNTY TAX ABATEMENT  
PROPOSED TERMS FOR  
AMERICAN AIRLINES INTEGRATED OPERATIONS CENTER  
JUNE 2014**

**I. Base Abatement.**

American Airlines (Company) will receive a base ad valorem tax abatement of 40% of new value for a 10-year period, on real and personal property improvements, subject to minimum performance requirements as follows:

- Construction of a 149,000 sq. ft. facility at or near 4700 American Blvd (Project Site) to be operated as an Integrated Operations Center;
- Provide for a minimum of \$55,000,000 in new real property improvements to the Project Site by September 30, 2015;
- Install new equipment, machinery and other new non-inventory, non-supply personal property on the Project Site at a minimum initial cost of \$33,000,000 by September 30, 2015.
- Employ a minimum of 1,300 full-time jobs at Project Site by December 31, 2015 and throughout the term of the abatement;
- Provide that 25% of all full-time employees working at Project Site reside in Tarrant County;
- Meet minimum construction expenditure requirements for all hard construction costs of no less than 25% with Tarrant County contractors and 15% with DBE contractors;
- Meet minimum annual supply/service expenditure requirements of no less than 25% with Tarrant County companies, 15% with DBE companies.

Company must meet the above requirements in terms of investment, completed structure and property improvements, contracting spending requirements and minimum employment in order to be eligible for the Base Abatement. Failure to meet the requirements for investment, completed structure and property improvements will be cause for termination of the abatement. Failure to meet the requirements for DBE and Tarrant County Construction and Supply/Service spending, minimum full-time employment and Tarrant County resident employment will be cause for a reduction in the percentage abatement for any year in which the requirements are not met, as set forth below.

**II. Reductions to Base Abatement.**

Company will receive a reduction in the base percentage ad valorem tax abatement, as noted below, in any year in which the Company does not meet the full-time employment, Tarrant County resident employment, and contracting spending requirements prescribed in Section I, for each item noted.

- For employment of less than 1,300 full-time jobs at the Project Site, Company will receive reduction of 1% abatement for each 10 job deficiency from the minimum requirements, for that year. (Example: Annual employment of 1,290-1,299 full time jobs = 1% reduction in abatement; 1,280-1,289 = 2% reduction in abatement, etc.)

- For employment of less than 25% of Tarrant County residents for all full-time jobs on site, Company will receive a reduction of 10%, for that year.
- For spending with DBE construction contractors for less than 15% of total construction contracting costs, Company will receive a separate reduction of 1% abatement for each 1% deficiency, up to a maximum of 5%, for the life of the abatement.
- For spending with Tarrant County construction contractors for less than 15% of total construction contracting costs, Company will receive a separate reduction of 1% abatement for each 1% deficiency, up to a maximum of 5%, for the life of the abatement.
- For spending with DBE contractors of less than 15% of total annual non-sole source, locally controlled, supply and services expenditures, Company will receive a separate reduction of 1% abatement for each 1% deficiency, up to a maximum of 5%, for that year.
- For spending with Tarrant County contractors for less than 25% of total annual non-sole source, locally controlled, supply and services expenditures, Company will receive a separate reduction of 1% abatement for each 1% deficiency, up to a maximum of 5%, for that year.

### **III. Additional Percentage Abatement.**

Company can receive up to a maximum of 10% additional percentage ad valorem tax abatement in any year in which the Company meets additional employment levels or meets one or more additional performance criteria as noted below:

- For full-time employment above 1,300 full-time jobs, Company will receive an additional 1% abatement for each 20 jobs added, up to a maximum of 10% additional abatement percentage for that year. (Example: Annual employment of 1,320-1,339 full time jobs = 1% additional abatement; 1,340-1,359 = 2% additional abatement, etc.)
- For full-time employment of Tarrant County residents for more than 65% of all full-time jobs at Project Site, Company may receive an additional 3% abatement for that year.
- For spending with DBE construction contractors for 25% or greater of total construction contracting costs, Company may receive an additional 3% abatement for the life of the abatement.
- For spending with Tarrant County construction contractors for 40% or greater of total construction contracting costs, Company may receive an additional 3% abatement for the life of the abatement.

**The total cumulative percentage of ad valorem tax abatement that may be received in any one year is 50%, and applies only to Tarrant County taxes.**



## RESOLUTION

### PARTICIPATION IN TAX ABATEMENT FOR AMERICAN AIRLINES INTEGRATED OPERATIONS CENTER, FORT WORTH

**WHEREAS**, American Airline, Inc., a Delaware corporation duly acting by and through its authorized officers (hereafter referred to as "Company"), plans to construct and equip facilities on real property under its ownership or lease agreement, more particularly described in the Tax Abatement Agreement attached hereto and incorporated herein by reference ("Real Property"), located in the City of Fort Worth; and

**WHEREAS**, the Real Property is located within Tarrant County (the "County"), a political subdivision of the State of Texas, which Real Property is located within the City of Fort Worth; and

**WHEREAS**, the Real Property and all improvements and tangible personal property thereon, whether now existing or hereinafter to be constructed or installed, are subject to ad valorem taxation by the City of Fort Worth and the County; and

**WHEREAS**, the Real Property and all improvements thereon are located in a qualified Enterprise Zone (the "Zone") as set forth in the Texas Government Code, Title 10, Subtitle G, Chapter 2303, a reinvestment zone for the purpose of tax abatement as authorized by Chapter 312 of the Texas Tax Code, as amended (the "Code"); and

**WHEREAS**, the City Council of the City of Fort Worth has adopted Ordinance No. 21289-06-2014 establishing Tax Abatement Reinvestment Zone No. 89, City of Fort Worth, and has approved and authorized the execution and delivery of a Tax Abatement Agreement as it relates to improvements made on the Real Property; and

**WHEREAS**, the Tax Abatement Agreement (the "Agreement") between Tarrant County and Company, provides for the construction and installation of certain improvements at an estimated cost of over \$88,000,000 to be completed by December 31, 2015; and

**WHEREAS**, the Agreement with the Company is conditioned upon specific real and personal property improvements, continued operation of the facility and the addition of new jobs; and

**WHEREAS**, the Commissioners Court has been requested by the Company to take the steps required pursuant to the Code to permit tax abatement with respect to that portion of the Real Property and the improvements thereon which are subject to the taxing jurisdiction of the County, and has further requested that the County enter in the Agreement; and

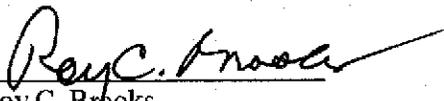
**WHEREAS**, the County has approved the Tarrant County Tax Abatement Policy Statement Guidelines and Criteria for granting tax abatement in reinvestment zones in Tarrant County;

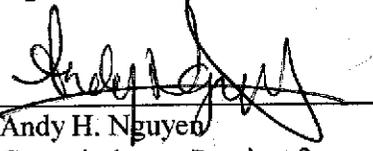
**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** by the Commissioners Court of Tarrant County, Texas:

1. That all recitals set forth in the preamble are hereby found to be true and correct;
2. That the Commissioners Court shall have prudently reviewed each tax abatement agreement approved by a municipality having taxing jurisdiction with respect to property located in the County and within a reinvestment zone designated by such municipality or the state; and according to the adopted guidelines and criteria for tax abatement of the County, shall prudently review and consider each proposed County tax abatement agreement providing participation in tax abatement with a municipality; and shall, solely at its discretion, approve those tax abatement agreements that it finds meet all constitutional and statutory criteria and requirements, and which it finds to be in the best interest of the taxpayers and citizens of the County; and
3. That the Commissioners Court hereby finds that the terms and conditions of the Agreement substantially meet its guidelines and criteria; that the Agreement for the abatement of certain Tarrant County taxes be and is hereby approved; that the County and its Commissioners Court hereby agree to enter into the Agreements as a party thereto; and the County Judge of the County be and is hereby authorized and directed to execute and deliver said Agreement on behalf of the County and its Commissioners Court, substantially in the form attached hereto, and carry out the terms thereof at the appropriate time(s).

**PASSED AND APPROVED, IN OPEN COURT**, this 29<sup>th</sup> day of December, 2015, through Court Order No. \_\_\_\_\_.

\_\_\_\_\_  
B. Glen Whitley, County Judge

  
\_\_\_\_\_  
Roy C. Brooks  
Commissioner, Precinct 1

  
\_\_\_\_\_  
Andy H. Nguyen  
Commissioner, Precinct 2

\_\_\_\_\_  
Gary Fickes  
Commissioner, Precinct 3

\_\_\_\_\_  
J.D. Johnson  
Commissioner, Precinct 4

THE STATE OF TEXAS §

Tax Abatement Agreement

COUNTY OF TARRANT §

THIS Agreement is executed by and between AMERICAN AIRLINES, INC., a Delaware corporation (hereafter referred to as "COMPANY"), and TARRANT COUNTY, TEXAS, acting by and through its County Judge or his designee, (hereafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the Tarrant County Commissioners Court has resolved that the COUNTY may elect to participate in tax abatement; and

WHEREAS, the Commissioners Court has adopted a Policy Statement for Tax Abatement, herein contained as Exhibit "E", which constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY; and

WHEREAS, the Premises (as hereafter defined) and the Eligible Property (as hereafter defined) are located in a qualified Enterprise Zone as set forth in the Texas Government Code, Title 10, Subtitle G, Chapter 2303, and further described in Exhibit "C", being a commercial-industrial reinvestment zone for the purpose of tax abatement (the "Zone") as authorized by Chapter 312 of the Texas Tax Code, as amended, ; and

WHEREAS, the City Council of the City of Fort Worth has adopted Ordinance No. 21289-06-2014 (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 89, City of Fort Worth, and has approved and authorized the execution and delivery of a Tax Abatement Agreement as to the Eligible Property thereon, attached hereto as Exhibit "B"; and

WHEREAS, COMPANY submitted an application for tax abatement to the County concerning the contemplated Improvements to the Premises (the "Application for Tax Abatement"), attached hereto and incorporated herein as Exhibit "D"; and

WHEREAS, COMPANY is a major commercial airline engaged in the carrying of passengers and cargo domestically and internationally, and under a lease with Dallas-Fort Worth International Airport, COMPANY is the owner of a leasehold interest in approximately forty-seven (47) acres of tax-exempt property adjacent to COMPANY's current offices at 4700 American Boulevard, more specifically described in Exhibit "A", on which it plans to construct a new Integrated Operations Center; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises, the Eligible Property and the terms of this Agreement are consistent with encouraging development within the Zone;

NOW THEREFORE, the COUNTY and COMPANY, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I  
Definitions

- A. "Added Market Value" is defined as the taxable market value (including taxable leasehold value) of Eligible Property on the Premises above the Base Year Value.
- B. "Base Year Value" is defined as the tax year 2015 taxable value of real property improvements (including taxable leasehold value) and personal property located on the Premises in City of Fort Worth Reinvestment Zone No. 89 on January 1, 2015, as finally determined by the Tarrant Appraisal District.
- C. "Construction Costs" are defined as site development and building costs, including, without limitation, actual construction costs, signage costs, contractor fees, the costs of supplies and materials, engineering fees, architectural fees and other professional costs, and development and permitting fees expended directly in connection with the construction of the Real Property Improvements.
- D. "DBE Companies" are defined as companies who are a Disadvantage Business Enterprise (DBE), and the term "DBE" shall mean:
  - i. a corporation formed for the purpose of making a profit and at least 51 percent of all classes of the shares of stock or other equitable securities of which are owned by one or more persons who are socially or economically disadvantaged because of their identification as members of certain groups that have been subject to racial or ethnic prejudice or cultural bias without regard to their qualities as individuals or capabilities as a business, and whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. "DBE" includes the State of Texas definition of historically underutilized businesses (HUBs) as defined in Section 2161.001 of the Texas Government Code, and as it may be updated.
  - ii. a sole proprietorship formed for the purpose of making a profit that is owned, operated, and controlled exclusively by one or more persons described in D.i. above.
  - iii. a partnership that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the partnership is owned by one or more persons described by D.i. above, and in which minority or women partners have proportionate interest in the control, operation, and management of the partnership affairs.
  - iv. a limited liability company that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the company is owned by one or more persons described by D.i. above.
- E. "Effective Date" is defined as the date as of which both the County and Company have executed this Agreement.

- F. "Eligible Property" is defined as Real Property Improvements and Personal Property Improvements delivered to, installed or placed on the Premises through December 31, 2015.
- G. "Job" is defined as a permanent, full-time employment position with COMPANY on the Premises that results in employment of at least forty-hours per week per position. Part-time positions shall not be included in this definition. Outsourced or contracted positions shall not be included in this definition.
- H. "Personal Property Improvements" are defined as tangible personal property (except inventory or supplies) delivered to, installed or located on the Premises.
- I. "Premises" are defined as the real property (land and improvements) as described by metes and bounds in Exhibit "A" which existed on January 1, 2014 within City of Fort Worth Reinvestment Zone No. 89, that are owned or leased by, and/or operated by COMPANY.
- J. "Real Property Improvements" are defined as improvements to the Premises, and shall include structures or fixtures erected or affixed to the Premises.
- K. "Supply and Service Expenditures" are defined as those local discretionary expenditures made by COMPANY directly for the operation and maintenance of Premises and any improvements thereon, excluding utility service costs.
- L. "Tarrant County Companies" are defined as any corporation, partnership, limited liability company or sole proprietorship maintaining an addressed office location within Tarrant County from which such entity conducts all or a substantial part of its business operations within Tarrant County.
- M. "Zone" as used herein is defined as an Enterprise Zone designated by the State of Texas according to Texas Government Code Title 10, Subtitle G, Chapter 2303, and including real property located in Census Tract 1065.17, Block Group 1, as set forth in Exhibit "C".

**II.**  
**General Provisions**

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. Neither the Premises nor any of the Improvements covered by this Agreement are owned or leased by any member of the Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

**III.**  
**Improvement Conditions and Requirements**

- A. COMPANY shall improve the Premises by completing the Eligible Real and Personal Property Improvements in accordance with this Agreement.

- B. COMPANY shall provide for the completion of the Eligible Personal Property not later than December 31, 2015, at a cumulative initial cost of not less than Thirty-Three Million Dollars (\$33,000,000).
- C. COMPANY shall provide for the completion of the Eligible Real Property Improvements consisting of an approximately 149,000 square foot facility, no later than December 31, 2015, having a minimum Construction Cost upon completion of not less than Fifty-Five Million Dollars (\$55,000,000).
- D. COMPANY shall expend or cause to be expended at least fifteen percent (15%) of all Construction Costs of Eligible Real Property Improvements with DBE Companies.
- E. COMPANY shall expend or cause to be expended at least twenty-five percent (25%) of all Construction Costs of Eligible Real Property Improvements with Tarrant County companies.
- F. COMPANY will provide for employment of a least one thousand three hundred (1,300) Jobs on the Premises not later than December 31, 2015.
- G. COMPANY shall operate and maintain on the Premises the Eligible Property as an Integrated Operations Center for the duration of this Agreement.
- H. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations of the City of Fort Worth and/or Tarrant County.
- I. The Premises and all Improvements must conform to all applicable state and federal laws and regulations including those required by the Environmental Protection Agency and Texas Commission on Environmental Quality, including, but not limited to those relating to air pollution and air quality, clean water, and the proper disposal of hazardous materials, waste and biohazards.

**IV.  
Abatement Allowed**

- A. As set forth in this section, tax abatement allowed herein shall be for Tarrant County ad valorem real and personal property taxes only, relative to Added Market Value of the Eligible Property located on the Premises, subject to the following terms and conditions.
- B. If the Improvement Conditions and Requirements set forth in Section III herein are met, COUNTY agrees to exempt from taxation up to fifty percent (50%) of the Added Market Value of the Eligible Property in accordance with the various requirements established by terms of this Agreement and to be calculated as set forth below. The abatement period shall be from tax year beginning January 1, 2016 through and including tax year January 1, 2025.
  - 1. Base Abatement - If COMPANY (i.) improves the Premises and adds the required Eligible Property to the Premises as set forth in Section III A., B., C., D., and E. (ii.) adds employment as set forth in Section III. F., (iii.) employs Tarrant County residents for a minimum twenty-five percent (25%) of all Jobs, (iv.) spends a minimum of fifteen percent (15%) of annual Supply and Service

Expenditures with DBE Companies, and (v.) spends a minimum of twenty-five percent (25%) of annual Supply and Service Expenditures with Tarrant County Companies, then COUNTY shall exempt from taxation forty percent (40%) of the Added Market Value of the Eligible Property.

Dollars spent with DBE Companies may also count as dollars spent with Tarrant County Companies, and vice versa, for the purposes of this Section if the DBE Company is also a Tarrant County Company as defined herein.

Failure to meet the minimum cost requirements set forth in Section III. B and C is a condition of Default and shall result in the termination of this Agreement in accordance with Section VII. Failure to meet the requirements for Jobs, Tarrant County resident employment, and use of DBE and Tarrant County Companies for Construction and Supply and Service Expenditures, as set for in Section III, shall be cause for a reduction in the percentage abatement for any year in which the requirements are not met, as set forth in Section IV.B.2.

## 2. Reduction to Abatement

### a. Employment and Spending Deficiencies

In any year that employment and spending levels do not meet the minimum requirements set forth in Section IV.B.1., the COUNTY shall reduce the Base Abatement percentage for that year as set forth below. Each reduction is separate and individual and may be cumulative in any year.

- i. If the actual number of Jobs falls below the minimum Jobs requirement of one thousand three hundred (1,300) Jobs, the Base Abatement percentage will be reduced by one percent (1%) for each ten (10) Jobs deficiency, for that year.

(Example: Total Jobs of 1,290-1,299, would provide a 1% reduction in abatement for that year.)

- ii. If less than twenty-five percent (25%) of all Jobs are filled by Tarrant County residents, COMPANY will receive a ten percent (10%) reduction for that year.
- iii. If spending with DBE Companies is less than fifteen percent (15%) of total Construction Costs, COMPANY will receive a reduction of one percent (1%) from the Base Abatement for each one percent (1%) spending deficiency, up to a maximum reduction of five percent (5%), for the life of the abatement.
- iv. If spending with Tarrant County Companies is less than twenty-five percent (25%) of total Construction Costs, COMPANY will receive a reduction of one percent (1%) from the Base Abatement for each one percent (1%) spending deficiency, up to a maximum reduction of five percent (5%), for the life of the abatement.

- v. If spending with Tarrant County or DBE Companies for annual Supply and Services Expenditures is less than the minimum requirements set forth in Section IV.B.1.(iv.) and (v.), COMPANY will receive a one percent (1%) reduction in the Base Abatement percentage for each one percent (1%) deficiency from the minimum requirement, up to a maximum reduction of five percent (5%) for that year .

3. Additional Percentage Abatement

In any year that COMPANY is eligible to receive all or a portion of the Base Abatement under Sections IV.B.1. and 2., COMPANY may receive up to an additional ten percent (10%) ad valorem tax abatement in any year that COMPANY meets one or more of the additional performance requirements as set forth below.

- a. For total Jobs above One Thousand Three Hundred (1,300), COMPANY will receive an additional one percent (1%) abatement for each twenty (20) Jobs added, up to a maximum of ten percent (10%) additional abatement.

(Example: Total Jobs of 1,320 – 1,339 would provide for an additional 1% abatement for that year.)

- b. For employment of Tarrant County residents for more than sixty-five percent (65%) of all Jobs, COMPANY will receive an additional three percent (3%) abatement.
- c. For use of DBE Companies for greater than twenty-five percent (25%) of the total Construction Costs of the Eligible Real Property Improvements, COMPANY will receive an additional three percent (3%) abatement for the life of the abatement.
- d. For use of Tarrant County Companies for greater than forty percent (40%) of the total Construction Costs of the Eligible Real Property Improvements, COMPANY will receive an additional three percent (3%) abatement for the life of the abatement .

V.

Reports, Audits and Inspections

- A. Annual Certification and Reports - Pursuant to state law, COMPANY shall certify annually to taxing units that COMPANY is in compliance with the terms of the tax abatement agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:

- 1. Certification - COMPANY shall complete and certify a Tax Abatement Evaluation Report to be provided by COUNTY for each year of the tax abatement agreement, to be due annually not later than April 30. This certification shall include information supporting job creation and retention requirements, reports on Eligible Property values, costs, and spending on

construction and supply and services, a narrative description of the project's progress, and other submittals required by the tax abatement agreement.

2. Eligible Property Reports - At a minimum, COMPANY shall make available upon request the following information annually on all Eligible Property for which COMPANY will seek tax abatement:

- a. Property description;
- b. Asset number;
- c. Payment date for property located on Premises; and
- d. Cost.

3. Eligible Property Reports for Projects in Progress - COMPANY shall provide County, upon request, information on projects in progress for which fixed asset numbers have not been assigned. The report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:

- a. Description of materials, machinery and equipment;
- b. Vendor name, invoice date, invoice number and invoice amount; and
- c. Payment date for property to be located on Premises.

4. Reports on Equipment Replaced or Removed - Additionally, COMPANY agrees to provide COUNTY, upon request, information on Eligible Property for which COMPANY has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:

- a. Property description;
- b. Asset number; and
- c. Approximate date of disposal.

5. Report Upon Project Completion - Within one-hundred eighty (180) days of completion of the Eligible Property, COMPANY shall provide COUNTY with a final Eligible Property Report that shall describe all Eligible Property for which the Company is granted tax abatement. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.

6. Additional Reports - Additionally, throughout the term of this agreement, COMPANY shall furnish COUNTY any additional records and information reasonably requested to support the reports required by this agreement.

B. Right to Audit Books and Records - COUNTY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. COUNTY shall notify COMPANY in advance in writing of their intent to audit in order to allow COMPANY adequate time to make such books and records available.

C. Inspection - At all times throughout the term of this Agreement, COUNTY and the Tarrant Appraisal District (TAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All

inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by COUNTY or TAD to COMPANY, provided, however, that all inspections shall be made with one (1) or more representative(s) of COMPANY present and in accordance with the safety standards of COMPANY.

## VI. Use of Premises

The Premises at all times shall be used in a manner that is consistent with the City of Fort Worth zoning ordinances and consistent with the general purpose of encouraging development within the Zone. Company acknowledges that the use of the Premises for a Integrated Operations Center and related activities in accordance with this Agreement is consistent with such purposes.

## VII. Breach and Recapture

- A. Breach - A breach of this Agreement may result in termination or modification of this Agreement and recapture by COUNTY of taxes which otherwise would have been paid since the execution of this Agreement to COUNTY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, and such taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as provided in Section VII(B). The following conditions shall constitute a breach of this Agreement:
1. COMPANY terminates the use of the Premises by American Airlines, Inc. as an integrated operations center and related activities at any time during the term of the Agreement; or
  2. COMPANY fails to meet the Abatement Conditions and Requirements as specified in Section III, A., B., C., G., or H., herein; or
  3. COMPANY fails to timely pay, or otherwise allows its ad valorem taxes on any property located within Tarrant County owed to COUNTY to become delinquent.
- B. Notice of Breach - In the event that COUNTY makes a reasonable determination that COMPANY has breached this Agreement, then COUNTY shall give COMPANY written notice of such default. COMPANY has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be unilaterally terminated by COUNTY without further notice, and may recapture abated taxes. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to COMPANY at its address provided in Section IX of this Agreement. . Notice is considered complete upon receipt, whether by personal delivery or by certified mail.
- C. Recapture - Should COMPANY commit a breach of this Agreement according to items A(1), (2) or (3) of this Section VII, and COMPANY does not cure as provided in VII.B.

above during the cure period, COUNTY may terminate this Agreement and recapture taxes abated for all years during which the breach is committed.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

#### VIII.

#### Effect of Sale or Lease of Property

The abatement granted by this Agreement shall not be assignable, whether to a new owner or new lessee of all or a portion of the Premises or Eligible Property, unless such assignment is approved in writing by the COUNTY.

#### IX.

#### Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

COMPANY: American Airlines, Inc.  
Attn: Suzanne Turner  
4333 Amon Carter Blvd.  
Fort Worth, TX 76155

*With copies to:*  
American Airlines, Inc.  
Attn: Dave Lewis  
4333 Amon Carter Blvd.  
Fort Worth, TX 76155

COUNTY: Tarrant County  
County Administrator's Office  
100 E. Weatherford  
Fort Worth, Texas 76196

#### X.

#### Commissioners Court Authorization

This Agreement was authorized by resolution of the Commissioners Court authorizing the County Judge or his designee to execute this Tax Abatement Agreement on behalf of the COUNTY.

**XI.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of COMPANY as approved by COUNTY pursuant to paragraph VIII, above, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIII.**  
**Company's Standing**

Subject to the interpretation of a court of competent jurisdiction of Rule 37, *Texas Rules of Civil Procedure*, COMPANY, as a party to this Agreement, deems itself to be a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and COMPANY shall be entitled to intervene in said litigation.

**XIV.**  
**Applicable Law**

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

**XV.**  
**Indemnification**

It is understood and agreed between the parties that the COMPANY, in performing its obligations hereunder, is acting independently, and COUNTY assumes no responsibility or liability to third parties in connection therewith, and COMPANY agrees to indemnify and hold harmless COUNTY from any such responsibility or liability.

**XVI.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is legally determined to have been delayed by reason of war, Act of God, or fire.

**XVII.**  
**Knowing Employment of Undocumented Workers**

COMPANY acknowledges that the COUNTY is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. COMPANY hereby certifies that COMPANY, and any branches, divisions, or departments of COMPANY, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that COMPANY, or any branch, division, or department of COMPANY, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by COMPANY, COMPANY shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the COUNTY, the aggregate amount of the value of the abatement received by COMPANY hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum. COMPANY shall not be considered in violation of this section for any actions of a subsidiary, Affiliate, franchisee of COMPANY or a person or entity with whom COMPANY contracts.

**XVIII.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XIX.**  
**Recordation of Agreement**

A certified copy of this Agreement in recordable form shall be recorded by COMPANY in the Deed Records of Tarrant County, Texas.

**XX.**  
**Signatories**

This Agreement is effective and binding on those parties that have duly signed below.

**XXI.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXII.**  
**Successors and Assigns**

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of COUNTY and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, and subject to the approval of COUNTY as provided by paragraph VIII, above, the COMPANY may assign this Agreement to any entity which is an affiliate of COMPANY, in which case the benefits and obligations under this Agreement shall apply to the property and premises owned by such assignee, subject to the full, accurate, and complete disclosure of all interested parties as required by § 2252.908, Texas Government Code, and the completion and proper filing of Texas Ethics Commission Form 1295 as required by law.

For purposes of the Section, an affiliate shall mean any entity which is related to COMPANY through direct or indirect common ownership or control.

### XXIII.

#### Termination

This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; provided however, that the period of abatement may not extend beyond ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date written below.

AMERICAN AIRLINES, INC.,  
a Delaware corporation:

By: \_\_\_\_\_

Name:

Title:

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

TARRANT COUNTY, TEXAS

By: \_\_\_\_\_

B. Glen Whitley  
County Judge

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

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

APPROVED AS TO FORM\*:

  
\_\_\_\_\_  
Asst. District Attorney

*\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form only, from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.*

THE STATE OF \_\_\_\_\_ §

American Airlines Inc.

COUNTY OF \_\_\_\_\_ §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **American Airlines, Inc.**, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

Tarrant County, Texas

COUNTY OF TARRANT §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **B. GLEN WHITLEY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **TARRANT COUNTY, TEXAS**, as the **County Judge** thereof, pursuant to the approval and authority of the Commissioners Court, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

**EXHIBIT "A"**

**DESCRIPTION OF PREMISES**

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

THENCE, South 20 degrees, 03 minutes, 49 seconds West, a distance of 109.50 feet to a point for corner;

THENCE, North 87 degrees, 59 minutes, 54 seconds West, a distance of 404.23 feet to a point for corner;

THENCE, North 01 degrees, 07 minutes, 30 seconds East, a distance of 200.63 feet to a point for corner;

THENCE, North 33 degrees, 30 minutes, 39 seconds East, a distance of 54.53 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 103.75 feet to a point for corner;

THENCE, North 33 degrees, 04 minutes, 21 seconds East, a distance of 60.72 feet to a point for corner;

THENCE, North 00 degrees, 57 minutes, 56 seconds East, a distance of 114.49 feet to a point for corner;

THENCE, North 33 degrees, 33 minutes, 15 seconds East, a distance of 50.92 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 109.32 feet to the POINT OF BEGINNING;

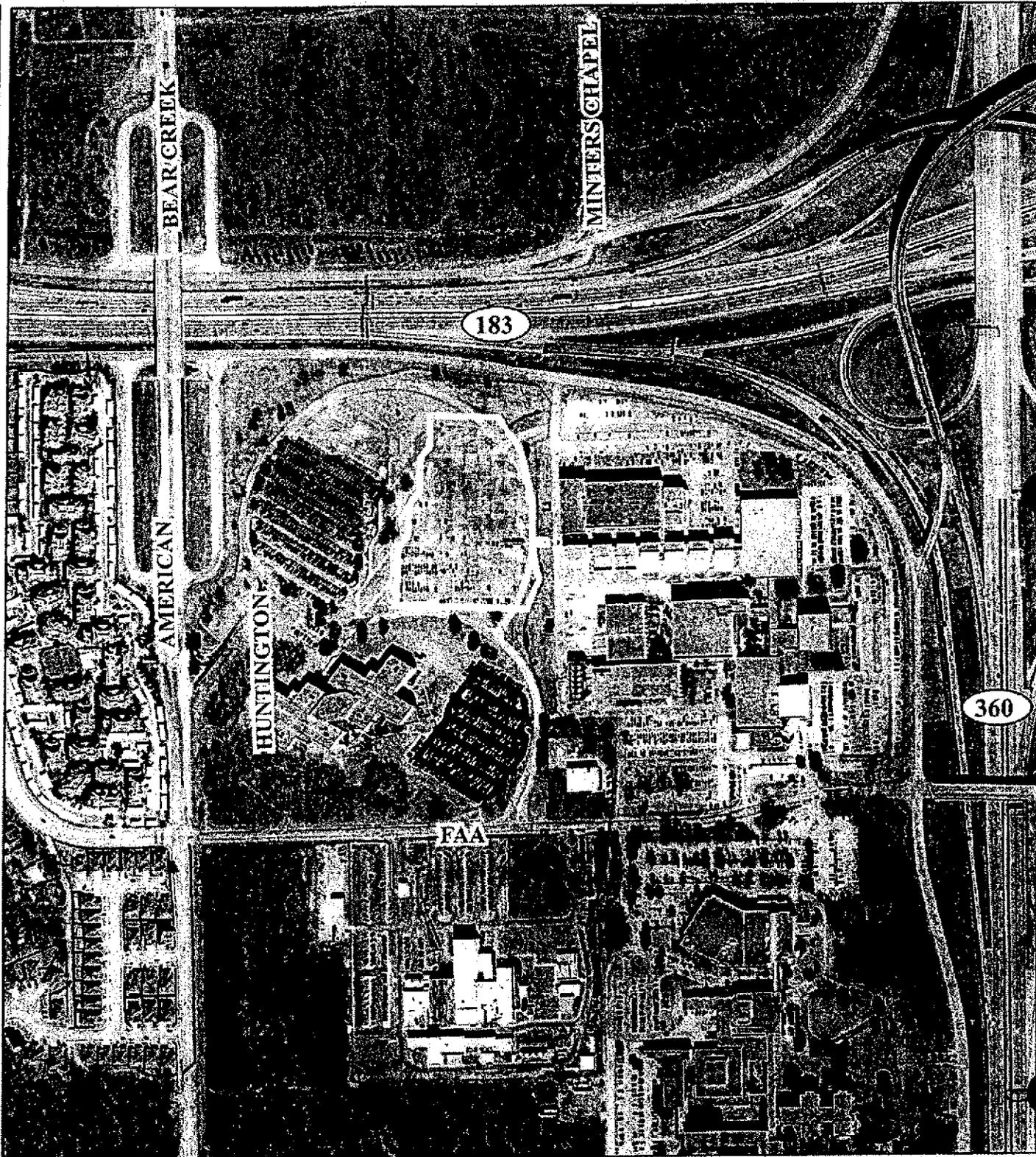
CONTAINING, 265,084 square feet or 6.086 acres of land, more or less.

At the public hearing, interested persons will be entitled to speak about or present evidence for or against designation of such property as a tax abatement reinvestment zone. Following closure of the public hearing, the City Council will consider the adoption of an ordinance that designates the above-described property as Tax Abatement Reinvestment Zone Number Eighty-Nine, City of Fort Worth, Texas.

For additional information, contact the City's Housing & Economic Development Department by telephone at 817-212-2663 or in writing at 1000 Throckmorton Street, Fort Worth, Texas 76102.

FORT WORTH

American Airlines  
Adjacent to 4700 American Blvd  
Fort Worth, Texas 76155



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**EXHIBIT "B"**

**CITY OF FORT WORTH TAX ABATEMENT AGREEMENT  
AND APPLICABLE ORDINANCES**

STATE OF TEXAS §

COUNTY OF TARRANT §

## TAX ABATEMENT AGREEMENT

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This TAX ABATEMENT AGREEMENT (“**Agreement**”) is entered into by and between the CITY OF FORT WORTH, TEXAS (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and AMERICAN AIRLINES, INC. (“**Company**”), a Delaware corporation.

### RECITALS

A. On June 12, 2012, the City Council of the City of Fort Worth (“**City Council**”) adopted a “General Tax Abatement Policy” through Resolution No. 4096-06-2012, as amended on May 13, 2014 by Resolution No. 4319-05-2014 and then superseded effective June 22, 2014 by Resolution No. 4322-05-2014, all stating and confirming that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various third parties (collectively, the “**Policy**”), which Policy is incorporated herein by reference and hereby made a part of this Agreement for all purposes.

B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”).

C. On June 10, 2014, the City Council adopted Ordinance No. 21289-06-2014 (the “**Ordinance**”) establishing Tax Abatement Reinvestment Zone No. 89, City of Fort Worth, Texas (the “**Zone**”).

D. Company is a major commercial airline engaged in the carrying of passengers and cargo domestically and internationally. Company’s corporate headquarters are located in the City. Company also owns approximately 47 acres of property in the City that is adjacent to Company’s current Southern Reservations Office at 4700 American Boulevard and is more specifically described in Exhibit “A”, attached hereto and hereby made a part of this Agreement for all purposes (the “**Land**”). Company wishes to expand its operations with the development of a new Integrated Operations Center (the “**Project**”) and is interested in locating the Project on the Land.

E. At a minimum, the Project is anticipated to involve the expenditure of at least \$55 million in real property improvements to the Land and to result in the installation of at least \$33 million in taxable business personal property on the Land. In

addition, once the Project is completed, Company is expected to provide at least 1,300 jobs on the Land, with a certain number of those jobs held by Fort Worth and Central City residents. In order to encourage Company to undertake the Project on the Land, the City has offered Company a fifteen (15) year economic development incentive consisting of (i) a one (1)-year real and personal property tax abatement, as governed by this Agreement, and (ii) an Economic Development Program Grant Agreement that provides for the City to pay fourteen (14) annual economic development grants to Company, as authorized by Chapter 380 of the Texas Local Government Code and governed by that certain Economic Development Program Grant Agreement to be by and between the City and Company, as authorized by the City Council's approval during its regular meeting on June 10, 2014 of agenda item M&C C-C-26830 (the "Economic Development Program Agreement").

F. On May 27, 2014 Company submitted an application for tax abatement to the City concerning the Project (the "Application"), which Application is attached hereto as Exhibit "B" and hereby made a part of this Agreement for all purposes.

G. The contemplated Project and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy and other applicable laws, ordinances, rules and regulations.

H. The provisions of this Agreement, and the proposed use of the Land and nature of the Project, satisfy the eligibility criteria for commercial/industrial business expansion tax abatement pursuant to Section 6.2 of the Policy.

I. Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, has been furnished in the manner prescribed by the Code to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

### 1. INCORPORATION OF RECITALS.

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the parties have entered into this Agreement.

2. **DEFINITIONS.**

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

**Abatement** means the abatement of a percentage (calculated in accordance with this Agreement, and not to exceed eighty-five percent (85%) of the City's ad valorem taxes on the value of any improvements on the Land (and not on the Land itself) over their values for the 2014 tax year, which collectively is Three Thousand Fifty-Nine and 73/100 Dollars (\$3,059.73), and on the value of New Taxable Tangible Personal Property over its value for the 2014 tax year, if any.

**Affiliate** means all entities, incorporated or otherwise, under common control with, controlled by or controlling Company. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

**Application** has the meaning ascribed to it in Recital F.

**Central City** means that area in the corporate limits of the City within Loop 820 (i) consisting of all Community Development Block Grant ("CDBG") eligible census block groups; (ii) all state-designated enterprise zones; and (iii) all census block groups that are contiguous by seventy-five percent (75%) or more of their perimeter to CDBG-eligible block groups or enterprise zones, as well as any CDBG-eligible block in the corporate limits of the City outside Loop 820, as more specifically depicted in the map of **Exhibit "C"**, attached hereto and hereby made a part of this Agreement for all purposes.

**Central City Employment Commitment** has the meaning ascribed to it in Section 4.5.3.

**Central City Employment Percentage** has the meaning ascribed to it in Section 5.2.6.

**Central City Resident** means an individual whose primary residence is at a location within the Central City.

**Certificate of Completion** has the meaning ascribed to it in Section 5.1.

**Completion Date** means the date as of which a final certificate of occupancy has been issued by the City for all of the occupiable improvements comprising the Project.

**Completion Deadline** means December 31, 2015.

**Construction Costs** means actual site development and construction costs expended by Company for the Project, including directly-related contractor fees, costs of construction labor and costs of supplies and materials, plus engineering fees, architectural

and other design fees, and permit fees paid by Company for the Project. Construction Costs specifically excludes any property acquisition costs.

**Director** means the director of the City's Housing and Economic Development Department.

**Economic Development Program Agreement** has the meaning ascribed to it in Recital F.

**Effective Date** has the meaning ascribed to it in Section 3.

**Fort Worth Certified M/WBE Company** means a minority or woman-owned business that has received certification as either a minority business enterprise (MBE), a woman business enterprise (WBE) or a disadvantaged business enterprise (DBE) by the North Central Texas Regional Certification Agency (NCTRCA) and that has a principal business office located within the corporate limits of the City that performs a commercially useful function and that provides the services for which Company is seeking credit under this Agreement.

**Fort Worth Company** means a business that has a principal office located within the corporate limits of the City that performs a commercially useful function and that provides the services for which Company is seeking credit under this Agreement.

**Fort Worth Construction Commitment** has the meaning ascribed to it in Section 4.3.

**Fort Worth Construction Percentage** has the meaning ascribed to it in Section 5.2.2.

**Fort Worth Employment Commitment** has the meaning ascribed to it in Section 4.5.2.

**Fort Worth Employment Percentage** has the meaning ascribed to it in Section 5.2.5.

**Fort Worth Resident** means an individual whose primary residence is at a location within the corporate limits of the City.

**Fort Worth Supply and Service Percentage** has the meaning ascribed to it in Section 5.2.7.

**Fort Worth Supply and Service Spending Commitment** has the meaning ascribed to it in Section 4.6.1.

**Full-time Job** means a job provided on the Land by Company to one (1) individual, whether new or retained, by Company on the Land for at least forty (40) hours

per week or such other measurement used to define full-time employment by Company in accordance with its then-current personnel policies and regulations.

Land has the meaning ascribed to it in Recital D.

M/WBE Construction Commitment has the meaning ascribed to it in Section 4.4.

M/WBE Construction Percentage has the meaning ascribed to it in Section 5.2.3.

M/WBE Supply and Service Percentage has the meaning ascribed to it in Section 5.2.8.

M/WBE Supply and Service Spending Commitment has the meaning ascribed to it in Section 4.6.2.

New Taxable Tangible Personal Property means any personal property other than inventory or supplies that (i) is subject to ad valorem taxation by the City; (ii) is located on the Land; (iii) is owned or leased by Company; and (iv) was not located in the City prior to the Effective Date of this Agreement.

Ordinance has the meaning ascribed to it in Recital C.

Overall Employment Commitment has the meaning ascribed to it in Section 4.5.1.

Overall Employment Percentage has the meaning ascribed to it in Section 5.2.4.

Overall Project Percentage has the meaning ascribed to it in Section 5.2.1.

Policy has the meaning ascribed to it in Recital A.

Project has the meaning ascribed to it in Recital D.

Records has the meaning ascribed to it in Section 4.9.

Supply and Service Expenditures means those local discretionary expenditures made by Company directly for the operation and maintenance of the Land and any improvements thereon, excluding any electricity, gas, water and other utility service costs.

Term has the meaning ascribed to it in Section 3.

Zone has the meaning ascribed to it in Recital C.

3. **TERM.**

This Agreement will be effective on the date as of which both the City and Company have executed this Agreement (the "Effective Date") and, unless terminated earlier in accordance with its terms and conditions, will expire on December 31, 2016 (the "Term").

4. **COMPANY'S OBLIGATIONS AND COMMITMENTS.**

4.1. **Real Property Improvements.**

In accordance with the terms and conditions of this Agreement, Company must have expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date. The Completion Date must occur on or before the Completion Deadline.

4.2. **Installation of Tangible Personal Property.**

New Taxable Tangible Personal Property having a value of at least Thirty-three Million Dollars (\$33,000,000.00) must be in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year.

4.3. **Construction Spending Commitment for Fort Worth Companies.**

By the Completion Date, Company must have expended or caused to be expended with Fort Worth Companies at least the greater of (i) Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000.00) in Construction Costs for the Project or (ii) twenty-five percent (25%) of all Construction Costs for the Project, regardless of the total amount of such Construction Costs (the "Fort Worth Construction Commitment").

4.4. **Construction Spending Commitment for Fort Worth Certified M/WBE Companies.**

By the Completion Date, Company must have expended or caused to be expended with Fort Worth Certified M/WBE Companies at least the greater of (i) Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000.00) in Construction Costs for the Project or (ii) twenty-five percent (25%) of all Construction Costs for the Project, regardless of the total amount of such Construction Costs (the "M/WBE Construction Commitment"). Dollars spent with Fort Worth Certified M/WBE Companies will also count as dollars spent

with Fort Worth Companies for purposes of measuring the Fort Worth Construction Commitment outlined in Section 4.3.

**4.5. Employment Commitments.**

**4.5.1. Overall Employment.**

Company must provide and fill at least 1,300 Full-time Jobs on the Land on or before the Completion Deadline (the "**Overall Employment Commitment**"). Determination of compliance with the Overall Employment Commitment will be based on Company's employment data as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), which will be verified on the basis of the employment report submitted by Company to the City in accordance with Section 4.7.2.

**4.5.2. Employment Commitment for Fort Worth Residents.**

On or before the Completion Deadline, Company must provide and fill at least the greater of (i) 195 Full-time Jobs on the Land or (ii) fifteen percent (15%) of all Full-time Jobs provided on the Land, regardless of the total number of such Full-time Jobs, with Fort Worth Residents (the "**Fort Worth Employment Commitment**"). Determination of compliance with the Fort Worth Employment Commitment will be based on Company's employment data as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), which will be verified on the basis of the employment report submitted by Company to the City in accordance with Section 4.7.2. Full-time Jobs held by Fort Worth Residents will also count as Full-time Jobs for purposes of measuring the Overall Employment Commitment outlined in Section 4.5.1.

**4.5.3. Employment Commitment for Central City Residents.**

On or before the Completion Deadline, Company must provide and fill at least the greater of (i) 65 Full-time Jobs on the Land or (ii) five percent (5%) of all Full-time Jobs provided on the Land, regardless of the total number of such Full-time Jobs, with Central City Residents (the "**Central City Employment Commitment**"). Determination of compliance with the Central City Employment Commitment will be based on Company's employment data as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), which will be verified on the basis of the employment report submitted by Company to the City in accordance with Section 4.7.2. Full-time Jobs held by Central City Residents will also count as Full-time Jobs for purposes of measuring the Fort Worth Employment Commitment

outlined in Section 4.5.2 and the Overall Employment Commitment outlined in Section 4.5.1.

**4.6. Supply and Service Spending Commitments.**

**4.6.1. For Fort Worth Companies.**

During the 2015 calendar year Company must make at least the greater of (i) One Hundred Fifty Thousand Dollars (\$150,000.00) in Supply and Service Expenditures or (ii) thirty percent (30%) of all Supply and Service Expenditures made in the 2015 calendar year, regardless of the total amount of such Supply and Service Expenditures, with Fort Worth Companies (the "Fort Worth Supply and Service Spending Commitment").

**4.6.2. For Fort Worth Certified M/WBE Companies.**

During the 2015 calendar year Company must make at least the greater of (i) One Hundred Twenty-five Thousand Dollars (\$125,000.00) in Supply and Service Expenditures or (ii) twenty-five percent (25%) of all Supply and Service Expenditures made in the 2015 calendar year, regardless of the total amount of such Supply and Service Expenditures, with Fort Worth Certified M/WBE Companies (the "M/WBE Supply and Service Spending Commitment"). Dollars spent with Fort Worth Certified M/WBE Companies will also count as dollars spent with Fort Worth Companies for purposes of measuring the Fort Worth Supply and Service Spending Commitment outlined in Section 4.6.1.

**4.7. Reports and Filings.**

**4.7.1. Construction Spending Reports.**

**4.7.1.1. Monthly Reports.**

From the Effective Date until the Completion Date, Company must provide the Director with a monthly report in a form reasonably acceptable to the Director that specifically outlines the then-current aggregate Construction Costs expended by and on behalf of Company for the Project as well as the then-current aggregate Construction Costs expended by and on behalf of Company for the Project with Fort Worth Companies and with Fort Worth Certified M/WBE Companies. Company agrees to meet with the City's M/WBE Office as reasonably necessary for assistance in meeting or exceeding the M/WBE Construction Commitment and to address any related concerns that the City may have.

**4.7.1.2. Final Construction Report.**

Within thirty (30) calendar days following the Completion Date, in order for the City to assess whether Company satisfied the requirements of Section 4.1 and the extent to which Company met the Fort Worth Construction Commitment and the M/WBE Construction Commitment, Company will provide the Director with a report in a form reasonably acceptable to the Director that specifically outlines (i) the total Construction Costs expended by the Completion Date by and on behalf of Company for the Project; (ii) the total Construction Costs expended with Fort Worth Companies by the Completion Date by and on behalf of Company for the Project; and (iii) the total Construction Costs expended with Fort Worth Certified M/WBE Companies by the Completion Date by and on behalf of Company for the Project, together with supporting invoices and other documents necessary to demonstrate that such amounts were actually paid, including, without limitation, final lien waivers signed by the general contractor.

**4.7.2. Employment Report.**

On or before February 1, 2016, in order for the City to assess the degree to which the Overall Employment Commitment, the Fort Worth Employment Commitment and the Central City Employment Commitment were met, Company must provide the Director with a report in a form reasonably acceptable to the Director that sets forth the total number of individuals, the total number of Fort Worth Residents, and the total number of Central City Residents who held Full-time Jobs provided by Company on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), together with reasonable supporting documentation.

**4.7.3. Supply and Service Spending Report.**

On or before February 1, 2016, in order for the City to assess the degree to which Company met the Fort Worth Supply and Service Spending Commitment and the M/WBE Supply and Service Spending Commitment for the 2015 calendar year, Company must provide the Director with a report in a form reasonably acceptable to the Director that sets forth the aggregate Supply and Service Expenditures made during the 2015 calendar year with Fort Worth Companies and with Fort Worth Certified M/WBE Companies, together with reasonable supporting documentation.

**4.7.4. General.**

Company must supply any additional information reasonably requested by the City that is pertinent to the City's evaluation of compliance with each of the terms and conditions of this Agreement.

**4.8. Inspections.**

At any time during Company's normal business hours throughout the Term and following reasonable notice to Company, the City will have the right to inspect and evaluate the Land, and any improvements thereon, and Company will provide full access to the same, in order for the City to monitor compliance with the terms and conditions of this Agreement. Company will cooperate fully with the City during any such inspection and evaluation. Notwithstanding the foregoing, Company shall have the right to require that any representative of the City be escorted by a Company representative or security personnel during any such inspection and evaluation.

**4.9. Audits.**

The City will have the right throughout the Term to audit the financial and business records and any other documents of Company that relate to the Project or that are otherwise necessary to evaluate Company's compliance with this Agreement or with the commitments set forth in this Agreement, including, but not limited to construction documents and invoices (collectively "Records"). Company must make all Records available to the City on the Land or at another location in the City acceptable to both parties following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

**4.10. Use of Land.**

The Land must be used as an Integrated Operations Center for Company from and at all times following the Completion Date and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone.

**4.11. Abatement Application Fee.**

The City acknowledges receipt from Company of the required Application fee of Five Thousand Dollars (\$5,000.00). Of such amount, Two Thousand Dollars (\$2,000.00) is nonrefundable and will be used by the City for the purposes set forth in the Policy. If construction work on the Project begins within one (1) year from the date of the Application, the remaining Three Thousand Dollars (\$3,000.00) of such fee will be credited to Company's benefit against any permit, impact, inspection or other lawful fee required by the City in connection with the

Project. If construction work under the Project does not begin within one (1) year from the date of the Application, Company will not receive a credit or refund of any portion of the fee. Any Application fee funds that remain uncredited as of the Completion Date will be refunded to Company provided that, in accordance with the Policy, Company submits a written request to the City for such a refund within ninety (90) calendar days of the Completion Date.

5. **CITY OBLIGATIONS.**

5.1. **Issuance of Certificate of Completion for the Project.**

Within ninety (90) calendar days following receipt by the City of the final construction spending report for the Project, as required by Section 4.7.1.2, and assessment by the City of the information contained therein pursuant to Sections 4.8 and 4.9, if the City is able to verify that Company expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date, and that the Completion Date occurred on or before the Completion Deadline, the Director will issue Company a certificate stating the aggregate amount of Construction Costs expended for the Project, as well as the aggregate Construction Costs expended for the Project specifically with Fort Worth Companies and Fort Worth Certified M/WBE Companies (the "Certificate of Completion"). The Certificate of Completion will serve as the basis for determining whether Company met the requirements of Section 4.1 and the extent to which Company met the Fort Worth Construction Commitment and the M/WBE Construction Commitment.

5.2. **Tax Abatement.**

Subject to the terms and conditions of this Agreement, provided that (i) Company expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date, and the Completion Date occurred on or before the Completion Deadline, both as confirmed by the City in the Certificate of Completion issued by the Director in accordance with Section 5.1, and (ii) New Taxable Tangible Personal Property having a value of at least Thirty-three Million Dollars (\$33,000,000.00) was in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year, Company will be entitled to receive an Abatement for the 2016 tax year. The overall percentage of the Abatement will equal the sum of the Overall Project Percentage, the Fort Worth Construction Percentage, the M/WBE Construction Percentage, the Overall Employment Percentage, the Fort Worth Employment Percentage, the Central City Employment Percentage, the Fort Worth Supply and Service Percentage, and the M/WBE Supply and Service Percentage, as defined in Sections 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, and 5.2.8, respectively, as follows:

**5.2.1. Completion of Project (30%).**

If (i) Company expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date, and the Completion Date occurred on or before the Completion Deadline, as confirmed by the City in the Certificate of Completion issued by the Director in accordance with Section 5.1, and (ii) New Taxable Tangible Personal Property having a value of at least Thirty-three Million Dollars (\$33,000,000.00) was in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year, Company will be entitled to receive a percentage of the Abatement equal to thirty percent (30%) (the "Overall Project Percentage").

**5.2.2. Fort Worth Construction Cost Spending (Up to 10%).**

A percentage of the Abatement will be based on the extent to which the Fort Worth Construction Commitment, as outlined in Section 4.3, was met (the "Fort Worth Construction Percentage"). The Fort Worth Construction Percentage will equal the product of ten percent (10%) multiplied by the percentage by which the Fort Worth Construction Commitment was met, which will be calculated by dividing the actual Construction Costs expended by the Completion Date with Fort Worth Companies for the Project by the number of dollars comprising the Fort Worth Construction Commitment, as determined in accordance with Section 4.3. For example, if Company expends \$60,000,000.00 in Construction Costs for the Project by the Completion Date, the Fort Worth Construction Commitment will be \$15,000,000.00 (25% of \$60,000,000.00). In this scenario, if only \$12,000,000.00 in Construction Costs were expended with Fort Worth Companies by the Completion Date, the Fort Worth Construction Percentage would be 8% instead of 10% (or  $.10 \times [\$12 \text{ million}/\$15 \text{ million}]$ , or  $.10 \times .80$ , or  $.08$ ). If the Fort Worth Construction Commitment was met or exceeded, the Fort Worth Construction Percentage will be ten percent (10%).

**5.2.3. Fort Worth M/WBE Construction Cost Spending (Up to 10%).**

A percentage of the Abatement will be based on the extent to which the M/WBE Construction Commitment, as outlined in Section 4.4, was met (the "M/WBE Construction Percentage"). The M/WBE Construction Percentage will equal the product of ten percent (10%) multiplied by the percentage by which the M/WBE Construction Commitment was met, which will be calculated by dividing the actual Construction Costs expended by the Completion Date with Fort Worth

Certified M/WBE Companies for the Project by the number of dollars comprising the M/WBE Construction Commitment, as determined in accordance with Section 4.4. If the M/WBE Construction Commitment was met or exceeded, the M/WBE Construction Commitment will be ten percent (10%).

**5.2.4. Overall Employment (Up to 15%).**

A percentage of the Abatement will be based on the extent to which the Overall Employment Commitment, as outlined in Section 4.5.1, was met (the "Overall Employment Percentage"). The Overall Employment Percentage will equal the product of fifteen percent (15%) multiplied by the percentage by which the Overall Employment Commitment was met, which will be calculated by dividing the actual number of Full-time Jobs provided and filled on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company) by 1,300, which is the number of Full-time Jobs constituting the Overall Employment Commitment. For example, if only 1,040 Full-time Jobs were provided on the Land as of the Completion Deadline, the Overall Employment Percentage would be 12% instead of 15% (or  $.15 \times [1,040/1,300]$ ), or  $.15 \times .80$ , or  $.12$ . If the Overall Employment Commitment was met or exceeded, the Overall Employment Percentage will be fifteen percent (15%).

**5.2.5. Fort Worth Employment (Up to 10%).**

A percentage of the Abatement will be based on the extent to which the Fort Worth Employment Commitment, as outlined in Section 4.5.2, was met (the "Fort Worth Employment Percentage"). The Fort Worth Employment Percentage will equal the product of ten percent (10%) multiplied by the percentage by which the Fort Worth Employment Commitment was met, which will be calculated by dividing the actual number of Full-time Jobs provided on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company) that were filled with Fort Worth Residents by the number of Full-time Jobs comprising the Fort Worth Employment Commitment, as determined in accordance with Section 4.5.2. For example, if Company provided 1,500 Full-time Jobs on the Land by the Completion Deadline, the Fort Worth Employment Commitment would be 225 Full-time Jobs (15% of 1,500). In this scenario, if only 195 Full-time Jobs provided on the Land as of the Completion Deadline were filled with Fort Worth Residents, the Fort Worth Employment Percentage would be 8.67% instead of 10% (or  $.10 \times [195/225]$ ), or  $.10 \times .866$ , or  $.0866$ ). If the Fort Worth Employment

Commitment was met or exceeded, the Fort Worth Employment Percentage will be ten percent (10%).

**5.2.6. Central City Employment (Up to 5%).**

A percentage of the Abatement will be based on the extent to which the Central City Employment Commitment, as outlined in Section 4.5.3, was met (the "Central City Employment Percentage"). The Central City Employment Percentage will equal the product of five percent (5%) multiplied by the percentage by which the Central City Employment Commitment was met, which will be calculated by dividing the actual number of Full-time Jobs provided on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company) that were filled with Central City Residents by the number of Full-time Jobs comprising the Central City Employment Commitment, as determined in accordance with Section 4.5.3. If the Central City Employment Commitment was met or exceeded, the Central City Employment Percentage will be five percent (5%).

**5.2.7. Fort Worth Supply and Service Spending (Up to 2.5%).**

A percentage of the Abatement will be based on the extent to which the Fort Worth Supply and Service Spending Commitment, as outlined in Section 4.6.1, was met (the "Fort Worth Supply and Service Percentage"). The Fort Worth Supply and Service Percentage will equal the product of two and one-half percent (2.5%) multiplied by the percentage by which the Fort Worth Supply and Service Spending Commitment was met, which will be calculated by dividing the amount of Supply and Service Expenditures made with Fort Worth Companies during the 2015 calendar year by One Hundred Fifty Thousand Dollars (\$150,000.00), which is the number of dollars comprising the Fort Worth Supply and Service Spending Commitment. For example, if Company made only \$120,000.00 in Supply and Service Expenditures during the 2015 calendar year, the Fort Worth Supply and Service Percentage would be 2% instead of 2.5% (or  $.25 \times [\$120,000/\$150,000]$ , or  $.025 \times .80$ , or  $.02$ ). If the Fort Worth Supply and Service Spending Commitment was met or exceeded, the Fort Worth Supply and Service Percentage will be two and one-half percent (2.5%).

**5.2.8. M/WBE Supply and Service Spending (Up to 2.5%).**

A percentage of the Abatement will be based on the extent to which the M/WBE Supply and Service Spending Commitment, as outlined in Section 4.6.2, was met (the "M/WBE Supply and Service Percentage"). The M/WBE Supply and Service Percentage will equal the

product of two and one-half percent (2.5%) multiplied by the percentage by which the M/WBE Supply and Service Spending Commitment was met, which will be calculated by dividing the amount of Supply and Service Expenditures made with Fort Worth Certified M/WBE Companies during the 2015 calendar year by One Hundred Twenty-five Thousand Dollars (\$125,000.00), which is the number of dollars comprising the M/WBE Supply and Service Spending Commitment. If the M/WBE Supply and Service Spending Commitment was met or exceeded, the M/WBE Supply and Service Percentage will be two and one-half percent (2.5%).

**5.2.9. No Offsets.**

A deficiency in attainment of one commitment may not be offset by the exceeding attainment in another commitment. For example, if Company failed to meet the M/WBE Construction Commitment by \$5,000.00, but exceeded the Fort Worth Construction Commitment by \$5,000.00, the percentage of Abatement available hereunder would still be reduced in accordance with Section 5.2.3 on account of Company's failure to meet the M/WBE Construction Spending Commitment.

**5.2.10. No Abatement Limitation.**

The Abatement provided under this Agreement will not be subject to the limitations specified by Section 11.5 of the Policy.

**5.3. Fee Waivers.**

Company and its contractors will be required to apply for and receive all permits and other licenses and certificates required by the City with respect to the Project. However, because the City Council has found that development of the Zone as outlined in the Ordinance will help achieve the public purpose of assisting in the development and diversification of the economy and the elimination of unemployment consistent with Article 3, Section 52-a of the Texas Constitution, the City hereby agrees to waive the following fees related to the Project that are not credited in accordance with Section 4.11 of this Agreement: (i) all building permit, plan review, inspection and re-inspection fees; (ii) all zoning fees; (iii) all temporary encroachment fees; (iv) all platting fees; and (v) all fire, sprinkler and alarm permit fees.

6. **DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.**

6.1. **Failure to Complete Project.**

If (i) Company failed to expend at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date; (ii) the Completion Date did not occur on or before the Completion Deadline; or (iii) New Taxable Tangible Personal Property having a cost of at least Thirty-three Million Dollars (\$33,000,000.00) was not in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year, the City shall have the right to terminate this Agreement by providing written notice to Company without further obligation to Company hereunder.

6.2. **Failure to Submit Reports.**

If Company fails to submit any report or information to the City pursuant to and in accordance with the provisions of Section 4.7, the City shall notify Company in writing. Company will have thirty (30) calendar days from the date of such notice to provide the City with any such report or information in full. If the City has not received the report or information in full within such thirty (30) calendar days, the City will have the right to terminate this Agreement by providing written notice to Company without further obligation to Company hereunder.

6.3. **Failure to Pay City Taxes.**

An event of default shall occur under this Agreement if any City taxes owed by Company or an Affiliate or arising on account of Company's or an Affiliate's operations on the Land become delinquent and Company or the Affiliate does not either pay such taxes or properly follow the legal procedures for protest and/or contest of any such taxes. In this event, the City shall notify Company in writing and Company shall have thirty (30) calendar days to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity.

6.4. **Violations of City Code, State or Federal Law.**

An event of default shall occur under this Agreement if any written citation is issued to Company or an Affiliate due to the occurrence of a violation of a material provision of the City Code on the Land or on or within any improvements thereon (including, without limitation, any violation of the City's

Building or Fire Codes and any other City Code violations related to the environmental condition of the Land; the environmental condition of other land or waters which is attributable to operations on the Land; or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the City is notified by a governmental agency or unit with appropriate jurisdiction that Company or an Affiliate, or any successor in interest thereto; any third party with access to the Land pursuant to the express or implied permission of Company or an Affiliate, or any successor in interest thereto; or the City (on account of the Project or the act or omission of any party other than the City on or after the effective date of this Agreement) is declared to be in violation of any material state or federal law, rule or regulation on account of the Land, improvements on the Land or any operations thereon (including, without limitation, any violations related to the environmental condition of the Land; the environmental condition of other land or waters which is attributable to operations on the Land; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, the City shall notify Company in writing, and Company shall have (i) thirty (30) calendar days to cure such default or (ii) if Company has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity.

**6.5. Knowing Employment of Undocumented Workers.**

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. *Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the amount of Abatement received by Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum based on the amount of Abatement received as of December 31 of the tax year in which the Abatement was granted.*

For the purposes of this Section 6.5, "Simple Interest" is defined as a rate of interest applied only to an original value, in this case the amount of Abatement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received and is not applied to interest calculated. For example, if the aggregate amount of Abatement received by Company is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be  $\$10,000 + [5 \times (\$10,000 \times 0.04)]$ , which is \$12,000. This Section 6.5 does not apply to convictions of any Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts. Notwithstanding anything to the contrary herein, this Section 6.5 shall survive the expiration or termination of this Agreement.

**6.6. Sale or Conveyance of Land to a Third Party.**

In accordance with Section 312.204(a) of the Code, Company's eligibility for the Abatement is contingent on Company's ownership of the Land. If Company sells or otherwise conveys record ownership of the Land to any other person or entity, and this Agreement has not been assigned to that person or entity in accordance with Section 10 of this Agreement, this Agreement will terminate on the effective date of the sale or conveyance.

**6.7. General Breach.**

Unless stated elsewhere in this Agreement, Company shall be in default under this Agreement if Company breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement (or, if Company has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the City shall have the right to terminate this Agreement immediately by providing written notice to Company.

**6.8. Failure to Meet Construction Cost Spending, Employment, or Supply and Service Spending Commitments.**

A failure to meet the Fort Worth Construction Commitment, the M/WBE Construction Commitment, the Overall Employment Commitment, the Fort Worth Employment Commitment, the Central City Employment Commitment, the Fort Worth Supply and Service Spending Commitment, or the M/WBE Supply and Service Spending Commitment will not constitute a default hereunder or provide the City with the right to terminate this Agreement, but, rather, will only cause the percentage of Abatement available to Company pursuant to this Agreement to be reduced in accordance with this Agreement.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company will operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the City. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Company further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

8. INDEMNIFICATION.

**COMPANY, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO COMPANY'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO THE PROJECT; THE LAND AND ANY OPERATIONS AND ACTIVITIES THEREON; OR THE PERFORMANCE OF THIS AGREEMENT OTHERWISE.**

9. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

**City:**

City of Fort Worth  
Attn: City Manager  
1000 Throckmorton  
Fort Worth, TX 76102

**Company:**

American Airlines, Inc.  
Attn: Suzanne Turner  
4333 Amon Carter Blvd.  
Fort Worth, TX 76155

*with copies to:*

the City Attorney and  
Housing/Economic Development Dept.  
Director at the same address

American Airlines, Inc.  
Attn: Dave Lewis  
4333 Amon Carter Blvd  
Fort Worth, TX 76155

**10. ASSIGNMENT AND SUCCESSORS.**

Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the assignee or successor will own the Land, all improvements located on the Land and all New Taxable Tangible Personal Property; (ii) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (iii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Company under this Agreement. Any lawful assignee or successor in interest of Company of all rights under this Agreement shall be deemed "Company" for all purposes under this Agreement. Notwithstanding the above, the City hereby agrees and consents to any merger, stock transfer, asset transfer, or other internal corporate restructuring of Company (including, without limitation, that involving American Airlines, Inc. and American Airlines Group, Inc. ("AAL") and/or any other wholly-owned subsidiary or subsidiaries of AAL or similar internal restructuring within Company's organization) (an "Internal Restructuring") and any related assignment or transfer of this Agreement that may occur or may be deemed to occur as a result of any such Internal Restructuring, and the City waives any right it may have to terminate, amend or modify this Agreement and any claim of breach or default hereunder in each case arising directly in connection with or as a result of any such Internal Restructurings.

**11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

**12. GOVERNMENTAL POWERS.**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**13. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**14. NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**15. VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**16. NO THIRD PARTY RIGHTS.**

The provisions and conditions of this Agreement are solely for the benefit of the City and Company, and any lawful assign or successor of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**17. INTERPRETATION.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. In the event of any conflict between the body of this Agreement and the Application, the body of this Agreement shall control.

**18. CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**19. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company, and any lawful assign and successor of Company, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

**20. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**21. BONDHOLDER RIGHTS.**

The Project will not be financed by tax increment bonds. This Agreement is subject to the rights of holders of outstanding bonds of the City.

**22. CONFLICTS OF INTEREST.**

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council, any member of the City Plan or Zoning Commission or any member of the governing body of any taxing unit with jurisdiction in the Zone.

**EXECUTED** as of the last date indicated below:

**[SIGNATURES IMMEDIATELY FOLLOW ON NEXT TWO (2) PAGES]**

CITY OF FORT WORTH:

By: Fernando Costa  
Fernando Costa  
Assistant City Manager

Date: 11/4/14

ATTEST:

By: [Signature]  
Name: [Name]  
Title: [Title]

Date: 11/10/14



APPROVED AS TO FORM AND LEGALITY:

By: Peter Vaky  
Peter Vaky  
Deputy City Attorney

M&C: C-26830 06-10-14

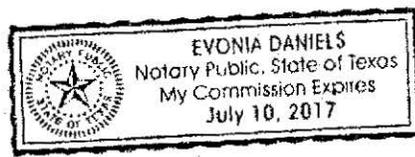
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Fernando Costa**, Assistant City Manager of the **CITY OF FORT WORTH**, a municipality organized under the laws of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **CITY OF FORT WORTH**, that he was duly authorized to perform the and that he executed the same as the act of the **CITY OF FORT WORTH** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of November, 2014.

Evonia Daniels  
Notary Public in and for  
the State of Texas  
EVONIA DANIELS  
Notary's Printed Name



AMERICAN AIRLINES, INC.,  
a Delaware corporation:

By: [Signature]

Name: Michael Minerva  
Title: VP, Government + Airport Affairs

Date: 10/23/14

STATE OF TEXAS §

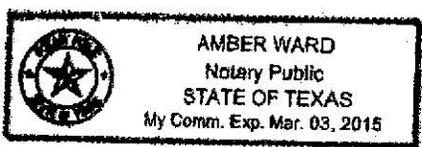
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of AMERICAN AIRLINES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of AMERICAN AIRLINES, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of October, 2014.

[Signature]  
Notary Public in and for  
the State of TX

Amber Ward  
Notary's Printed Name



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

THENCE, South 20 degrees, 03 minutes, 49 seconds West, a distance of 109.50 feet to a point for corner;

THENCE, North 87 degrees, 59 minutes, 54 seconds West, a distance of 404.23 feet to a point for corner;

THENCE, North 01 degrees, 07 minutes, 30 seconds East, a distance of 200.63 feet to a point for corner;

THENCE, North 33 degrees, 30 minutes, 39 seconds East, a distance of 54.53 feet to a point for corner;

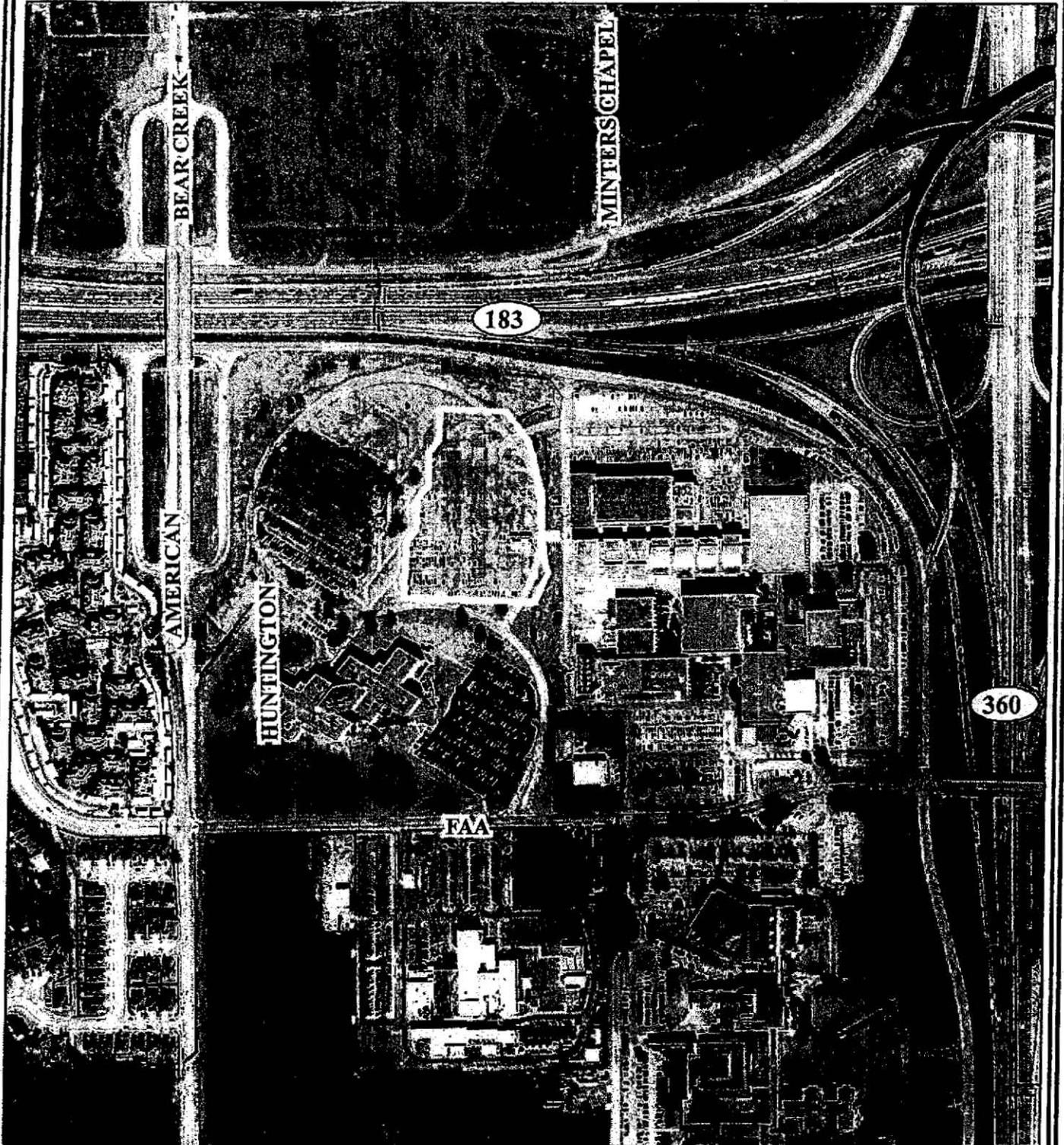
THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 103.75 feet to a point for corner;

THENCE, North 33 degrees, 04 minutes, 21 seconds East, a distance of 60.72 feet to a point for corner;

THENCE, North 00 degrees, 57 minutes, 56 seconds East, a distance of 114.49 feet to a point for corner;

**FORT WORTH**

American Airlines  
Adjacent to 4700 American Blvd  
Fort Worth, Texas 76155



Copyright 2014 City of Fort Worth. Unauthorized reproduction is a violation of applicable laws. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Fort Worth assumes no responsibility for the accuracy of said data.



# Incentive Application

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

## 1. COMPANY INFORMATION

Company Name: American Airlines, Inc.

Company Address: 4333 Amon Carter Blvd.

City: Fort Worth State: TX Zip: 76155

Contact Person: Chuck Allen or Suzanne Turner Title/Position: MD-Govt Affrs, Dir-Real Estate

Telephone Number: 8179312395 or 8179671085

Mobile Telephone Number: 7049054100 or 9408086557 Fax Number: none

E-Mail Address: chuck.allen@aa.com or suzanne.turner@aa.com

Company Ownership (check one):  Public Traded Stock  Privately Held

Form of Business (choose one): Corporation

How long has the company been in operation (Years)? 80+

Describe the company's principal business (attach additional sheets as necessary):

AA (American Airlines, Inc.) is a major U.S. airline headquartered in Fort Worth, Texas. It operates an extensive international and domestic network, with scheduled flights throughout North America, the Caribbean, South America, Europe, and Asia carrying passengers and cargo.

## 2. PROJECT INFORMATION

*For real estate projects, please include below the project concept, project benefits and how the project relates to existing community plans. A real estate project is one that involves the construction or renovation of real property that will be either for lease or for sale. Any incentives given by the City should be considered only "gap" financing and should not be considered a substitute for debt and equity. However, the City is under no obligation to provide gap financing just because a gap exists. In order for a property owner/developer to be eligible to receive incentives and/or tax abatement for a project, the property owner/developer:*

- A. *Must complete and submit this application and the application fee to the City;*
- B. *Owner/developer or owner/developer's principals must not be delinquent in paying property taxes for any property owned in Fort Worth;*
- C. *Owner/developer or owner/developer's principals must not have ever been subject to the City of Fort Worth's Building Standards Commission's Review;*
- D. *Owner/developer or owner/developer's principals must not have any City of Fort Worth liens files against any other property owned by the applicant property owner/developer. "Liens" including, but not limited to, weed liens, demolition liens, board-up/open structure liens and paving liens.*

*For business expansions projects, please include below services provided or products manufactured, major customers and locations, etc. For business expansion project involving the purchase and/or construction of real estate, please answer all that apply.*

Type of Project (choose one): Commercial/Industrial

Describe the company's plans for expanding or locating in Fort Worth (attach additional sheets as necessary):

AA owns or is under contract to purchase property located adjacent to the Southern Reservations Office (SRO) at 4700 American Boulevard, Fort Worth, Texas, 76155. Company will redevelop and use the property for the location of its Integrated Operations Center, which is the command location for all flight activity in the company on a system wide scope.

The center provides flight plans including route instructions, alternative destinations, fuel, passenger and cargo load configurations as well as flight and aircraft take off settings. It will also provide services for passenger re-accommodation, flight crew scheduling and aircraft routing for maintenance during abnormal operations. Staff will engage with the air traffic control organizations in every country served by AA.

Area (Square Feet) Requirements:

(a) Office 149,000  
(b) Manufacturing \_\_\_\_\_  
(c) Warehouse \_\_\_\_\_  
(d) Showroom/Retail \_\_\_\_\_  
(e) Other \_\_\_\_\_  
Total Area (a+b+c+d+e): 149,000 SF

Is the company expanding its existing local operations or relocating its operations from somewhere else to our area?

Expansion

Relocation If relocation, where is the company currently located? Fort Worth, TX and Pittsburgh, PA

Does the company plan to lease or own the facility in Fort Worth?  Lease  Own

If the company is planning to lease space in Fort Worth, what is the lease term? \_\_\_\_\_

Will the facility be built or does the facility already exist?  New  Existing

If the company is occupying an existing facility, what is the address? \_\_\_\_\_

If the company is constructing a new facility, what is the approximate location or address of the site? \_\_\_\_\_

close to 47 American Blvd, Fort Worth, TX 76155

If the company is constructing a new facility, what is the anticipated date for commencement of construction? Summer 2014

Anticipated date for company to move into the facility: 9/30/2015 or earlier

**Development requests that will be sought for the project (select all that apply):**

Replat

Rezoning Current Zoning: \_\_\_\_\_ Requested Zoning: \_\_\_\_\_

Variances If yes, please describe: \_\_\_\_\_

Downtown Design Review Board

Landmark Commission

**Real Estate Development**

1. Current Assessed Valuation of: Land \$ \_\_\_\_\_ Improvements \$ \_\_\_\_\_

Total Size of Project: 149,000 SF

Total Capital Investment: \$ 88,000,000

Hard Construction Costs: \$ 55,000,000

2. For mixed-use projects, please list square footage for each use: \_\_\_\_\_

1. Business Personal Property

Total investment on equipment, machinery, furnishing, etc.: \$ 33,000,000  Lease  Purchase

\*Estimated taxable value of equipment, machinery, furnishing, etc.: \$ 33,000,000

\*This is the value that will be on the tax rolls which includes all tangible property.

2. Inventory and Supplies

Value of Inventory: \$0 Value of Supplies: \$ 514,000

Percent of inventory eligible for Freeport Exemption (inventory, exported from Texas within 175 days) 0 %

3. EMPLOYMENT AND JOB CREATION

From Development

- 1. How many persons are currently employed? 800
- 2. What percent of current employees above are Fort Worth residents? 15 %
- 3. What percent of current employees above are Central City residents? 5 %
- 4. Please complete the following table for new jobs to be created from direct hire by applicant.

	First Year	By Fifth Year	By Tenth Year
Total Jobs to be Created	1300	1300	1300
Less Transfers*	500	500	500
Net Jobs			
% of Net Jobs to be filled by Fort Worth Residents			
% of Net Jobs to be filled by Central City residents			

\* If any employees will be transferring, please describe from where they will be transferring.

Please attach a description of the jobs to be created, tasks to be performed for each and wage rate for each classification.

5. Does the company provide the following benefits:  Retirement  Health  Dental  Domestic Partner

6. Average wage paid to employees to be located at Fort Worth facility: \$ 60,894

4. INCENTIVES REQUEST

Incentive(s) Requested:  Tax Abatement  Chapter 380 Economic Development Program Grant

Do you intend to pursue abatement of County taxes?  Yes  No

What level of abatement will you request: Years? \_\_\_\_\_ Percentage? \_\_\_\_\_ %

5. LOCAL COMMITMENTS

During Construction

What percent of the construction costs described under Real Estate Development will be committed to:

Fort Worth businesses? 25 %

Fort Worth Certified Minority and Women Business Enterprises? 25 %

Regarding discretionary supply and service expenses (i.e landscaping, office or manufacturing supplies, janitorial services, etc; no utility)

1. What is the annual amount of discretionary supply and service expenses? \$ 514,000
2. What percentage will be committed to Fort Worth businesses? 30 %
3. What percentage will be committed to Fort Worth Certified Minority and Women Business Enterprises? 25 %

Provide company contact information for the purchasing representative if known.

Ronny Skinner  
817-967-5752  
Ronny.Skinner@aa.com

#### DISCLOSURES

Is any person or firm receiving any form of compensation, commission or other monetary benefit based on the level of incentive obtained by the applicant from the City of Fort Worth? If yes, please explain and/or attach details.

These documents must be submitted with the application, otherwise the application will be deemed incomplete and will not be reviewed:

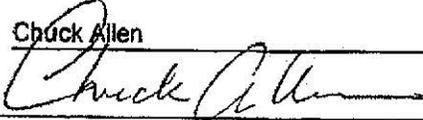
- a.) Attach a site plan of the project.
- b.) Explain why incentives are necessary for the success of this project. Include a business pro-forma or other documentation to substantiate your request.
- c.) Describe any environmental impacts associated with this project.
- d.) Describe the infrastructure improvements (water, sewer, streets, etc.) that will be constructed as part of this project.
- e.) Describe any direct benefits to the City of Fort Worth as a result of this project.
- f.) Attach a legal description or surveyor's certified metes and bounds description.
- g.) Attach a copy of the most recent property tax statement from the appropriate appraisal district for all parcels involved in the project.
- h.) Attach a description of the jobs to be created (technician, engineer, manager, etc.), tasks to be performed for each, and wage rate for each classification.
- i.) Attach a brief description of the employee benefit package(s) offered (i.e. health insurance, retirement, public transportation assistance, day care provisions, etc.) including portion paid by employee and employer respectively.
- j.) Attach a plan for the utilization of Fort Worth Certified M/WBE companies.
- k.) Attach a listing of the applicant's Board of Director's, if applicable.
- l.) Attach a copy of Incorporation Papers noting all principals, partners, and agents and all Fort Worth properties owned by each.

The company is responsible for paying \$5,000 as an application fee. If the application is withdrawn before the project is presented to City Council in Executive Session, the fee is refunded. Upon presentation to City Council in Open Session, \$2,000 is non-refundable and is applied to offset costs incurred by the Housing and Economic Development Department. Upon approval by City Council, the balance of \$3,000 can be credited towards required building permits, inspections fees, replatting fees, and other costs of doing business with the City related to the development. Any unused credit balance upon completion of the project will be refunded upon request from the company.

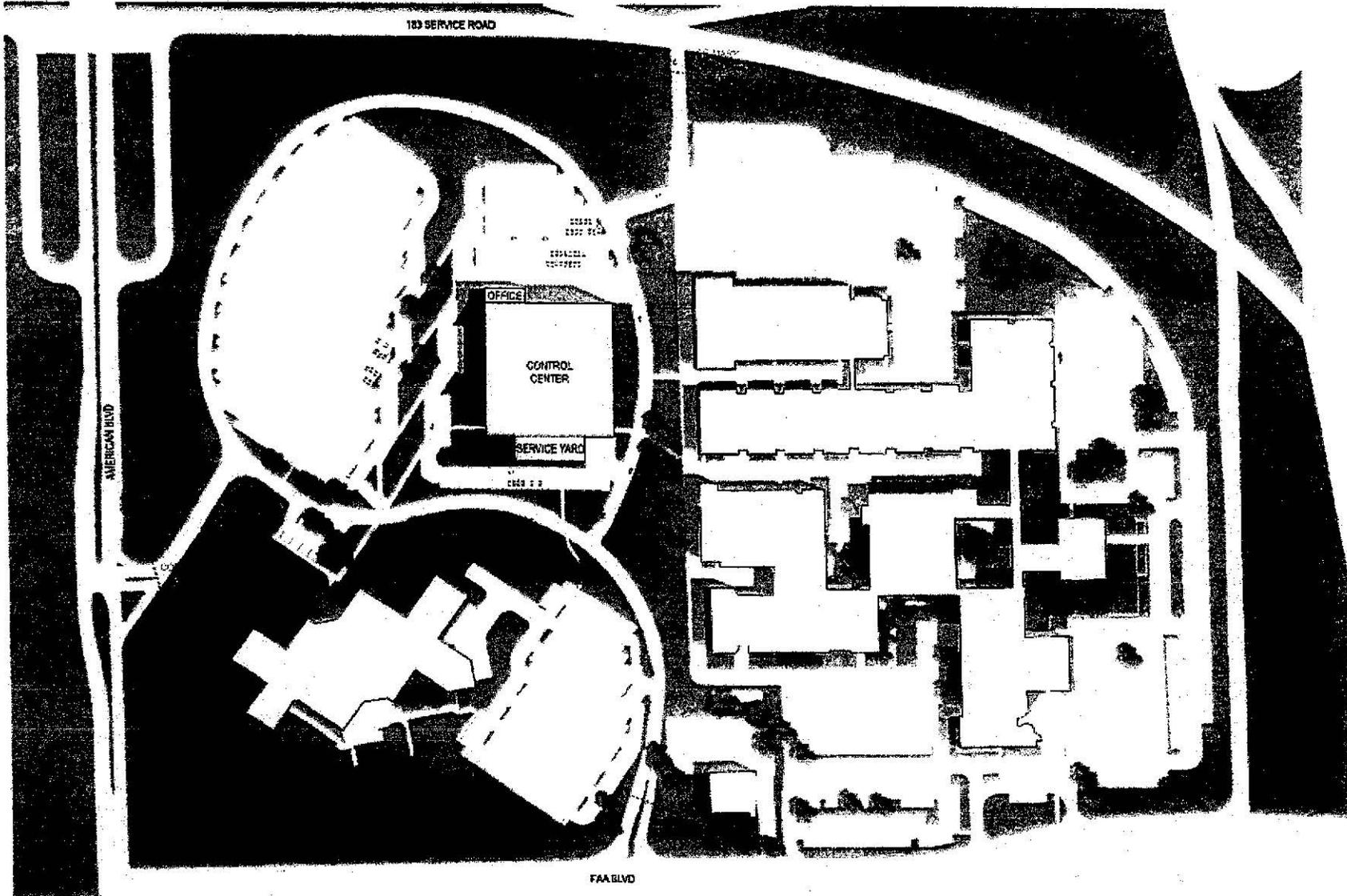
On behalf of the applicant, I certify the information contained in this application, including all attachments to be true and correct. I further certify that, on behalf of the applicant, I have read the current Incentive Policy and all other pertinent City of Fort Worth policies and I agree with the guidelines and criteria state therein.

Printed Name: Chuck Allen

Title: MD - Government Affairs

Signature: 

Date: Jun 27, 2014



C. Describe any environmental impacts associated with this project.

The current project will be designed with back up power generators that are only utilized when there is a power failure from the current campus utility plant, or required maintenance. They will be designed and constructed in compliance with EPA regulations regarding diesel power generation equipment.

The current footprint of the building will be located within an existing parking lot. The additional green space around this footprint will reduce the impervious cover and not require additional storm water drainage.

D. Describe the infrastructure improvements (water, sewer, streets, etc.) that will be constructed as part of this project.

Primary utility service will come from the current campus utility plant. Furthermore, the existing on site infrastructure of the surrounding campus (sanitary, storm, IT, power) is adequate for back up improvements, therefore no new offsite utilities are required. The current building will fall within an existing parking lot and will not require any new streets.

E. Describe any direct benefits to the City of Fort Worth as a result of this project.

The project will provide the area with more than 1,000 high quality jobs and establish a significant tax base from the capital investment.

**6.086 ACRE TRACT**

Part of Lot 1, Block 1, American Airlines Addition  
A. J. Huitt Survey, Abstract No. 709  
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

**6.086 ACRE TRACT**  
(continued)

THENCE, South 20 degrees, 03 minutes, 49 seconds West, a distance of 109.50 feet to a point for corner;

THENCE, North 87 degrees, 59 minutes, 54 seconds West, a distance of 404.23 feet to a point for corner;

THENCE, North 01 degrees, 07 minutes, 30 seconds East, a distance of 200.63 feet to a point for corner;

THENCE, North 33 degrees, 30 minutes, 39 seconds East, a distance of 54.53 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 103.75 feet to a point for corner;

THENCE, North 33 degrees, 04 minutes, 21 seconds East, a distance of 60.72 feet to a point for corner;

THENCE, North 00 degrees, 57 minutes, 56 seconds East, a distance of 114.49 feet to a point for corner;

THENCE, North 33 degrees, 33 minutes, 15 seconds East, a distance of 50.92 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 109.32 feet to the POINT OF BEGINNING;

CONTAINING, 265,084 square feet or 6.086 acres of land, more or less.

DEPT	POSITION TITLE	Auth. Levels	JOB DESCRIPTION	QUALIFICATIONS
OPERATIONS	Director SOC Center	7 (was LS prior to redesign)	Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers [Level 6] in their absence.	AA currently has 2 levels. Below are the distinctions between the lower level job [level 5] and the higher level 6 job.  The LS and L6 jobs are really the same job, same skill level and licensing requirements. However, in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the LS Center Manager who is also call the Manager on Duty. Generally there are 3-4 LS SOC Managers and 1 L6 SOC Manager on duty at all times in SOC. The LSs focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific CSD (air schedule operations). The L6s focus on macro issues and CSD situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.
OPERATIONS	Mgr Technical Procedures & Training	5	Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program including curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.	Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM /ASAP/ AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MAC/INTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM /ASAP/ AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MAC/INTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Analyst Operations Center	3 to 4	Assists the SOC (System Operations Control) Center and Sector Managers with the coordination and management of the daily operation. Contacts senior management and/or responsible department representatives in the case of accidents or incidents. Compiles and tracks operational statistics. Prepares and distributes daily operational reports. Helps administer the Dispatcher work schedule. Issues SOC advisories/messages as directed by SOC Management.  Acts as the CERD (Corporate Complaint Resolution Officer) and is the final authority for the corporation regarding the acceptance of passengers with either medical or physical disabilities as they relate to DOT CFR 14 PART 382 - Air Carrier Access Act. Acts as the liaison between Passenger Service and SOC personnel.	Strong background in airline and airport operations. Passenger Service or Flight Service experience preferred. Management experience is desirable. Experience working with Sabre PSS, MS Word, MS Excel, MS PowerPoint and CERIS (Company Event Reporting System). Extensive FOS/DCS experience. Excellent oral and written communication skills. Ability to work and make decisions under pressure. Shift work is required for this position.
OPERATIONS	Flight Plan Team Lead	3 to 4	The Lead Flight Planning Specialist is responsible for the management and maintenance of the Company's flight planning system, NOTAM and support databases. Ensures efficiency database operations through the leading of continuous database optimization efforts. Interacts with government and industry agencies to create additional optimization scenarios. Plans for the monthly ARINC 424 flight planning system database update. Leads team of system specialists responsible for the maintenance of all supporting databases to include: Avoid Area, Airport, Airport-Fleet, Preferred Arrival and Departure (PDAP), and FAA Preferred Route and Coded Departure Route Database. Collects, coordinates, analyzes, and prepares changes to the flight plan and navigation databases. Ensure synchronization between aircraft databases. Analyzes information for requested changes to operational databases to validate efficiencies, effectiveness, and applicability. Proactively recognizes potential system improvements. Responsible for the development and implementation of internal flight planning, route, and navigation issues procedures. Maintains a presence in industry meetings as necessary to ensure representation of American Airlines with an emphasis on North America and European CFMU interaction. Manages activities of systems specialists to include planning, selection, motivation, assigning and directing work, performance management and resolving issues.	Operations Planning is looking for a decisive, self-motivated, individual with strong leadership and analytical skills. Excellent written and verbal communications skills to interact effectively with technical and non-technical personnel. Proven skill in planning, organizing, and managing time across multiple tasks and through subordinates. Ability to establish and execute project plan requirements in addition to managing multiple project plans currently. Proven technical and analytical skills to understand, identify, interpret, and execute optimization efforts. Five years of direct recent experience in a flight operations environment for an air carrier, large corporate or military structure required. Licensed airman with Flight Dispatch, Pilot, Navigator, or Air Traffic Control preferred. Familiarity with Jeppesen Jetplan IV engine preferred. Science, Computer Science degree or related field preferred. Moderate knowledge of UNIX operating environment and scripting preferred. Extensive industry knowledge regarding issues associated with flight planning, CDM, or advanced navigation techniques preferred. Moderate knowledge and understanding of ICAO and FAA Rules of the Air required. Familiarity with EUROCONTROL IFPS, CFMU, and RAD preferred. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.

OPERATIONS	Coordinator Air Traffic Systems	5	<p>The Air Traffic Systems Coordinator will represent American Airlines in areas of -</p> <ul style="list-style-type: none"> <li>- Airspace and route efficiency</li> <li>- Airport capacity enhancements</li> <li>- Airport expansion and construction issues</li> <li>- Air Traffic safety work groups</li> <li>- Air Traffic Deviations</li> <li>- Tactical and strategic Air Traffic Management coordination and recommendations within the United States, Europe, and International areas.</li> <li>- Single European Sky (SES) Air Traffic Management system enhancements activities and working groups</li> <li>- Next Generation Air Transportation System (NextGen) enhancements activities and working groups</li> <li>- Collaborative Decision Making (CDM) activities and working groups</li> </ul> <p>Must work closely with American Airlines Flight Operations Management to communicate and resolve matters involving Air Traffic Control (ATC). Reviews ATC system efficiency on a daily basis to ensure airports and airspace operated at maximum capacity. Recommends improvements to airport operations, ATC procedures, and airspace in areas served by American Airlines.</p>	<ul style="list-style-type: none"> <li>- Must have excellent oral and written communication skills.</li> <li>- Excellent interpersonal skills, ability to build productive relationships within the airline industry and the Air Navigation Service Providers (ANSP).</li> <li>- Excellent knowledge of NextGen and SES plans and enhancements.</li> <li>- Previously fully qualified Air Traffic Controller with Air Traffic Management background.</li> <li>- Previous Air Traffic Control Supervisor or Manager experience</li> </ul>
OPERATIONS	Mgr SOC Administration	6	<p>Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAA required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Manager (Level 6) in their absence</p>	<p>AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.</p> <p>The L5 and L6 jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the L6 Center Manager who is also call the Manager on Duty. Generally there are 3-4 L5 DOC Managers and 1 L6 SOC Manager on duty at all times in SOC. The L5s focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific CSO (off schedule operations). The L6s focus on macro issues and CSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.</p>
OPERATIONS	Mgr Policy & Procedures	5	<p>Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.</p>	<p>Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusal to test from the past two years.</p>
OPERATIONS	Mgr Weight & Balance	5	<p>Manages a staff of 75 weight and balance planners, 10 M/S and one support staff. Responsible for the issuance, currency and consistency of policy and procedures relating to: &amp;#223; Weight and Balance technical policy and procedures and training &amp;#223; Weight and Balance policies and procedures &amp;#223; Act as liaison between Weight &amp; Balance, Ops Engineering, Airport and Cargo Services &amp;#223; Ensure FAA Self Disclosure policy guidelines are followed &amp;#223; Ensure departmental dependability goals are met &amp;#223; Ensure departmental budgetary goals are maintained &amp;#223; Responsible for hiring management personnel. &amp;#223; Ensuring employees lost time ratios stay within corporate guidelines &amp;#223; Maintain and administer the SOC budget process</p>	<p>BS degree in a technical field or equivalent experience with excellent leadership and supervisory skills. Manages and provides leadership for technical and administrative personnel in the planning, organizing, and staffing of all Weight and Balance/Load Planning tasks, functions and responsibilities. Manages the daily operation of Central Load Planning and serves as the weight and balance liaison with other organizations internal and external to American Airlines including external customers. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Ops Communications Engineering	5	<p>May not be accurate job description:</p> <p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and International agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<p>- Requires 6 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatcher, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</p>
OPERATIONS	Mgr Flight Planning	5	<p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and International agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<p>- Requires 6 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatcher, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</p>

## Salary Range Tables

Weight and Balance Planners

Workgroup Salary Ranges Effective January 4, 2014

**Hourly**

Level	Hire Rate	Maximum
42	10.12	23.22

**Note:** New hire increase - Effective May 1, 2003, new hire Planners are eligible for a \$.47 salary increase upon successfully completing six (6) months of company service.

Support Staff

Workgroup Salary Ranges Effective January 1, 2014

Support Staff Level	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
52	9.96 – 11.66	11.67 – 12.89	12.90 – 14.13	14.14 – 15.35
53	10.87 – 12.95	12.96 – 14.48	14.49 – 16.03	16.04 – 17.56
54	11.98 – 14.29	14.30 – 15.98	15.99 – 17.70	17.71 – 19.41
55	12.80 – 15.32	15.33 – 17.26	17.27 – 19.22	19.23 – 21.1

Management/Specialist

Workgroup Salary Ranges Effective January 1, 2014

PS Group/PS Level	Min Annual	Max Annual						
MGT/SPEC 1	29,916.82	37,832.42	37,832.67	44,509.24	44,509.49	48,957.07	48,957.32	53,840.72
MGT/SPEC 2	34,601.70	43,803.32	43,803.57	51,533.69	51,533.94	56,686.68	56,686.93	62,360.87
MGT/SPEC 3	40,912.22	52,059.71	52,059.96	61,257.66	61,257.91	67,351.70	67,351.95	74,084.76
MGT/SPEC 4	48,542.28	62,019.32	62,019.57	72,970.15	72,970.40	80,235.31	80,235.56	88,261.88
MGT/SPEC 5	67,997.92	79,652.54	79,652.79	90,082.67	90,082.92	99,089.82	99,090.08	109,004.08
MGT/SPEC 6	79,061.71	94,877.38	94,877.63	105,430.40	105,430.66	115,961.38	115,961.64	127,561.63

**TWU Maintenance Technical Specialist**

**Workgroup Salary Ranges Effective December 9, 2013**

**Starting regular pay rate - \$30.62**

**Max pay rate - \$36.79**

- Employees are eligible for a \$5.00 per hour license premium if they hold both FAA Airframe and FAA Power Plant Licenses.
- Employees are eligible for a \$2.55 per hour Line Premium.
- Employees are eligible for a \$1.55 per hour Maintenance Control Technician (MCT) Premium.
  
- Employees will have Longevity Premium added to their regular rate per hour of \$.21 cents upon completing 17 years of service up to \$.30 cents per hour upon completing 20 years of service.

We believe choice is important, so every team member, regardless of circumstances, can create the benefits package that meets his or her specific needs. Take a look at our wide-ranging benefits:

- Medical, dental and vision coverage
- Health Spending Accounts and Flexible Spending Accounts to help you cover the cost of eligible health care and dependent day care expenses
- Life, accident and disability coverage
- Tax-advantaged retirement savings through our Super Saver 401(k) Plan
- Other benefits, such as auto and home, and group legal insurance

We also offer Healthmatters, our award-winning wellness program, to help you live healthier today for a better tomorrow.

These rates apply to all full-time employees:

	<b>Employee Only</b>	<b>Employee + Spouse/ Domestic Partner</b>	<b>Employee + Child(ren)</b>	<b>Family</b>
<b>Preferred</b>	\$60.48	\$157.24	\$108.86	\$211.67
<b>Tier 1</b>	\$75.60	\$196.55	\$136.08	\$264.59
<b>Tier 2</b>	\$90.72	\$235.86	\$163.29	\$317.51

STATE OF TEXAS §

COUNTY OF TARRANT §

**AMENDMENT NO. 1 TO  
CITY SECRETARY CONTRACT NO. 46132**

**TAX ABATEMENT AGREEMENT BETWEEN  
CITY OF FORT WORTH AND AMERICAN AIRLINES, INC.**

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This **AMENDMENT NO. 1 TO CITY SECRETARY CONTRACT NO. 46132** (“**Amendment**”) is entered into by and between the **CITY OF FORT WORTH** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **AMERICAN AIRLINES, INC.** (“**Company**”), a Delaware corporation.

The City and Company hereby agree that the following statements are true and correct and constitute the basis upon which the City and Company have entered into this Amendment:

A. The City and Company previously entered into that certain Tax Abatement Agreement dated as of November 4, 2014, a public document on file in the City Secretary’s Office as City Secretary Contract No. 46132 (the “**Agreement**”). The Agreement is part of a larger economic development incentive offered by the City for development by Company of a new Integrated Operations Center (the “**Project**”) on approximately 47 acres of property in the City, as more specifically described in Exhibit “A” of the Agreement (the “**Land**”). Under the Agreement, the City has agreed to abate certain ad valorem taxes on real property improvements located on the Land and certain ad valorem taxes on business personal property located on the Land.

B. Recital D of the Agreement states that Company owns the Land. Subsequent to execution of the Agreement, Company, as part of its restructuring, discovered that Dallas-Fort Worth International Airport actually owns the Land and leases the Land to Company. The Land is tax-exempt because it is owned by Dallas-Fort Worth International Airport. Company is the owner of a leasehold interest in the Land and all improvements on the Land, including the Project. Because Company is the lessee of tax-exempt real property its leasehold interest in the Land and the improvements located on the Land is taxable.

C. Section 312.204 of the Texas Tax Code authorizes the City to enter into tax abatement agreements with (i) owners of taxable real property located in a reinvestment zone or (ii) owners of leasehold interests in tax-exempt real property. Because Company is the owner of a leasehold interest in the Land, which is tax-exempt, rather than the owner of taxable land, the City and Company wish to amend the Agreement to reflect this distinction. Because Company’s leasehold tax obligations

include taxable value in improvements located on the Land (the Abatement granted under the Agreement did not apply to any taxes on the Land itself) the provision of the Agreement requiring that the Company own the Land was not necessary to the Agreement.

D. This Amendment is authorized under § 312.208 of the Texas Tax Code because (i) the provisions of this Amendment include provisions that could have been included in the original Agreement and delete provisions that were not necessary to the original agreement, and (ii) this Amendment has been entered into following the same procedure in which the Agreement was approved and executed.

**NOW, THEREFORE,** the City and Company, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

1. The second sentence of Recital D of the Agreement is hereby amended to read as follows:

Under a lease with Dallas-Fort Worth International Airport, Company is also the owner of a leasehold interest in approximately 47 acres of tax-exempt property in the City that is adjacent to Company's current Southern Reservations Office at 4700 American Boulevard and is more specifically described in **Exhibit "A"**, attached hereto and hereby made a part of this Agreement for all purposes (the "Land").

2. Section 6.6 of the Agreement is hereby amended to read as follows:

In accordance with Section 312.204(a) of the Code, Company's eligibility for the Abatement is contingent on Company's ownership of the leasehold interest in the Land and the improvements. If Company assigns its leasehold interest in the Land and the improvements to any other person or entity, and this Agreement has not been assigned to that person or entity in accordance with Section 10 of this Agreement, this Agreement will terminate on the effective date of the transfer.

3. The first sentence of Section 10. of the Agreement is hereby amended to read as follows:

Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the assignee or successor will own the leasehold interest in the Land and the improvements located on the Land, and will own or lease all the New Tangible Personal Property; (ii) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (iii) prior

CITY OF FORT WORTH:

ATTEST:

By: \_\_\_\_\_  
David Cooke  
City Manager

By: \_\_\_\_\_  
*Name:*  
*Title:*

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

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

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Peter Vaky  
Deputy City Attorney

M&C: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **David Cooke**, City Manager of the **CITY OF FORT WORTH**, a municipality organized under the laws of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **CITY OF FORT WORTH**, that he was duly authorized to perform the and that he executed the same as the act of the **CITY OF FORT WORTH** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of June, 2015.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
Notary's Printed Name

**EXHIBIT "C"**

**ENTERPRISE ZONE DESIGNATION LETTER**



OFFICE OF THE GOVERNOR  
ECONOMIC DEVELOPMENT & TOURISM

GREG ABBOTT  
GOVERNOR

July 23, 2015

Mr. B. Glen Whitley  
County Judge  
Tarrant County  
100 East Weatherford Street  
Fort Worth, TX 76196

SUBJECT: Chapter 312 Tax Abatement Act and Texas Enterprise Zone

Dear Mr. Whitley,

According to Texas Government Code Title 10, Subtitle G, Chapter 2303, an area automatically qualifies for designation as an enterprise zone if the area is:

- 1) a block group, as defined by the most recent federal decennial census available at the time of designation, in which at least 20 percent of the residents of the block group have an income at or below 100 percent of the federal poverty level;
- 2) an area designated by the federal government as a renewal community, a federal empowerment zone, or a federal enterprise community, including any developable area approved by the federal agency responsible for making that designation;
- 3) an area located in a distressed county; or
- 4) an area inside the boundaries of a defense base development authority established under Chapter 379B, Local Government Code.

Based on the most recent federal decennial census available at the time of designation, Census Tract 1065.17 Block Group 1 located in Tarrant County is a 2010 Enterprise Zone with a poverty rate of 24.26%. Based on the Enterprise Zone Finder on the Texas Site Selection website, the following addresses are located in Census Tract 1065.17, Block Group 1:

- 4700 American Boulevard, Fort Worth, TX 76155
- 4200 American Boulevard, Fort Worth, TX 76155
- 13951 Trinity Boulevard, Fort Worth, TX 76155

If you have any further questions, please call me at (512) 936-6443.

Best Regards,

  
Zachary Scott  
Program Specialist

**EXHIBIT "D"**

**TARRANT COUNTY TAX ABATEMENT APPLICATION**



# Tarrant County Application for Tax Abatement/Reinvestment Zone

## I. APPLICANT INFORMATION

**Applicant/Property Owner:** "[American Airlines]"

**Company/Project Name:** "[IOC (Integrated Operations Control)]"

**Mailing Address:** "[4333 Amon Carter Blvd., Fort Worth, TX 76155]"

**Telephone:** "[817-931-2395]"      **Fax:** "[none]"

**Applicant's Representative for contact regarding abatement request:**

**Name and Title:** "[Chuck Allen, Managing Director – Government Affairs]"

**Mailing Address:** "[4333 Amon Carter Blvd., Fort Worth, TX 76155]"

**Telephone:** "[817-931-2395]"      **Fax:** "[Response]"      **E-mail:** "[chuck.allen@aa.com]"

## II. PROPERTY AND PROJECT DESCRIPTION

**Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone:**

"[Adjacent to 4700 American Boulevard, Fort Worth, TX 76155]"

**Project Description:** "[The IOC(Integrated Operations Control)center will allow us to house the key operations group of the airline in a new state-of-the-art facility to meet our daily demands. It will combine the current center for AA with the legacy US Airways OCC which is relocating from Pennsylvania.]"

**Description of activities, products, or services produced and/or provided at project location:** "[The center provides flight plans including route instructions, alternative destinations, fuel, passenger and cargo load configurations as well as flight and aircraft take off settings. It will also provide services for passenger re-accommodation, flight crew scheduling and aircraft routing for maintenance during abnormal operations. Staff will engage with the air traffic control organizations in every country served by AA. ]"

**Current Assessed Value:** Real Property: \$ "[TBD]"      Personal Property: \$ "[TBD]"

**Estimated start date of construction/site improvements:** "[July 8, 2014]"

**Projected date of occupancy/commencement of operations at project site:** "[September 15, 2015]"

**Please indicate dates for phases if applicable:** "[N/A]"

**Location of existing company facilities:** "[

AATCC -	4501 Hwy 360, Fort Worth Texas, 76155
FTA -	4601 N. Hwy 360, Fort Worth Texas, 76155
SRO -	4700 American Blvd., Fort Worth Texas, 76155
HDQ1 -	4633 Amon Carter Blvd, Fort Worth Texas 76155
HDQ2 -	4255 Amon Carter Blvd., Fort Worth Texas 76155
Credit Union -	4151 Amon Carter Blvd., Fort Worth Texas, 76155
BRCC -	5510 Westmoreland St., Dallas Texas, 75257

Sand Shed - 4300 American Blvd., Fort Worth Texas, 76155"

Requested level of Tax Abatement: "[60]"% of eligible property for "[10]" years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request. "[The IOC (Integrated Operations Control) center will be a new building housing over 1,000 employees. The proximity to the HQ building is not of paramount importance as witnessed by the legacy US Airways center being located in Pittsburgh, PA and the main offices located in Tempe, AZ.

Several cities expressed interest in locating and providing incentives when the US Airways center was being considered. We expected nothing different as the center will employ a professional group with wages significantly higher than most competitive areas.

For this project, our initial plan was to expand the current facility. That direction was abandoned and a site for a new building began. The city of Fort Worth and Tarrant County have been great partners for many years and when it became known that an incentive program was available, our choice was clear.]"

### III. PROJECTED VALUE OF IMPROVEMENTS

Estimated Value of Real Property Improvements \$ "[55,000,000]"

Estimated Value of Personal Property Improvements \$ "[33,000,000]"

Will any infrastructure improvements (roads, drainage, etc.) be requested of Tarrant County for this project?

Yes  No

If yes, describe requested infrastructure improvements: "[N/A]"

Detail any direct benefits to Tarrant County as a result of this project (i.e., inventory tax, etc.): "[property tax, 1300 FTEs]"

### IV. EMPLOYMENT IMPACT AT PROJECT LOCATION

#### A. NEW EMPLOYMENT

Projected number of new jobs created as a result of the proposed improvements:

Full-time "[1300]" Part-Time "[N/A]"

Provide types of jobs created and average salary levels: "[See Attachment A, IOC Job Descriptions and Salary Ranges, Parts 1 & 2,]"

Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for each phase year): "[3Q2015, payroll \$87,000,000 +]"

Percentage of new jobs to be filled by Tarrant County residents: "[25]"%

Number of employees transferring from other company locations: "[500+]"

#### B. CONSTRUCTION RELATED EMPLOYMENTS

Projected number of construction related jobs: "[350]"%

Estimated total construction payroll: \$ "[11,000,000]"

Commitment as to percentage of construction dollars to be spent with Tarrant County contractors or subcontractors: "[25]"%

Commitment as to percentage & total dollars of construction contracts to be awarded to DBE: "[15% or \$8,250,000, whichever is greater]"%

### C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT

Current Number of Employees: Full-time "[800]" Part-time "[0]"

Average annual payroll: \$ "[67,000,000]"

Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity: "[

Non-minority 81%

Minority 19%

Male 67%

Female 33%]"

### D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE

Full-time Employees  Part-time Employees  Employee Dependents  Not Available

Average monthly employee cost for health care benefits: Individual: \$ "[See Attachment B – Brief Description of employee benefit package]"

Family: \$ "[See Attachment B – Brief Description of employee benefit package]"

Other employee benefits provided or offered: "[See Attachment B – Brief Description of employee benefit package]"

### V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT

Estimated amount of annual supply and services expenses: \$ "[350,000 plus \$150,000 which is sole sourced]"

Detail any supply/services expenses that are sole source: "[It is OEM supplies and services. Management and card access systems plus special cabling and energy systems related to legacy and industry specialized equipment]"

Percentage of total supplier/services expenses committed to Tarrant County businesses: "[25]"%

Percentage of total supplier and services expenses committed to DBE: "[15]"%

### VI. ENVIRONMENTAL IMPACT OF PROJECT

Indicate if development, construction, equipment, distribution methods, and/or operational processes may impact the environment in the following areas, attach detail if necessary:

Air Quality  Water Quality  Solid Waste Disposal  Storm/Water Runoff

Floodplain/Wetlands  Noise levels  Other (specify)  "[See Attachments C - Construction Impact to Environment]"

Provide detail on existing and new fleet vehicles, specifying types of vehicles, quantities and fuel used (gasoline, diesel, LP gas, CNG, etc.): "[N/A]"

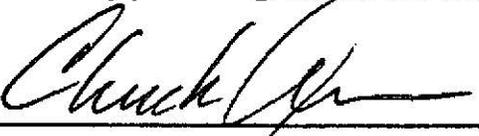
**VII. ADDITIONAL INFORMATION (TO BE ATTACHED)**

- Letter addressing Economic Qualifications and additional criteria for abatement, Section III (h) and (i) of Tarrant County Tax Abatement Policy – See attachment “Summary of Project”
- Descriptive list and value of real and personal property improvements – see attachment “Summary of Project
- Plat/Map of Project Location
- Project Time Schedule – See attachment “Project Time Table”
- Owner’s policy regarding use of disadvantaged Business Enterprises – see attached “Supplier Diversity”
- Owner’s policy addressing regional air quality/non-attainment status (use of alternative fuels, employee trip reduction, etc.) and plan for participation in regional Ozone Action Program – see attachment “Environmental Policy”. While it states it is the US Airways policy, it will be adopted by the new AA.
- Tax Certificate showing property taxes paid for most recent year - Please see three attachments (Tax Package, pages 3 of 3) for the property tax bills associated with the current building. There are two bills for improvements and one for possessory interest for the building. The current IOC occupies approximately 21.3% of that building.

**VIII. CERTIFICATION**

Upon receipt of a completed application, Tarrant County may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.\*

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the “Tarrant County Tax Abatement Policy” and agree to comply with the guidelines and criteria stated therein.

  
\_\_\_\_\_  
Signature

*Managing Director - G.A.*  
\_\_\_\_\_  
Title

Chuck Allen  
\_\_\_\_\_  
Printed Name

*6-25-14*  
\_\_\_\_\_  
Date

Return completed application and attachments to:  
Economic Development Coordinator  
Tarrant County Administrator’s Office

DEPT	POSITION TITLE	Auth. Levels	JOB DESCRIPTION	QUALIFICATIONS
OPERATIONS	Director SOC Center	7 (was L6 prior to redesign)	Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers (Level 6) in their absence	AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.  The L5 and L6 jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the 16 Center Manager who is also call the Manager on Duty. Generally there are 3-4 L5 DOC Managers and 1 L6 SOC Manager on duty at all times in SOC. The L5s focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific OSO (off schedule operations). The L6s focus on macro issues and OSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.
OPERATIONS	Mgr Technical Procedures & Training	5	Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.	Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM /ASAP/ AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING SYSTEMS AND PROCEDURES. SOME TRAVEL REQUIRED.	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MACINTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM /ASAP/ AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING SYSTEMS AND PROCEDURES. SOME TRAVEL REQUIRED.	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MACINTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Analyst Operations Center	3 to 4	Assists the SOC (System Operations Control) Center and Sector Managers with the coordination and management of the daily operation. Contacts senior management and/or responsible department representatives in the case of accidents or incidents. Compiles and tracks operational statistics. Prepares and distributes daily operational reports. Helps administer the Dispatcher work schedule. Issues SOC advisories/messages as directed by SOC Management.  Acts as the CCRO (Corporate Complaint Resolution Officer) and is the final authority for the corporation regarding the acceptance of passengers with either medical or physical disabilities as they relate to DOT CFR 14 PART 382 - Air Carrier Access Act. Acts as the liaison between Passenger Service and SOC personnel.	Strong background in airline and airport operations. Passenger Service or Flight Service experience preferred. Management experience is desirable. Experience working with Sabre PSS, MS Word, MS Excel, MS PowerPoint and CERS (Company Event Reporting System). Extensive FOS/DECS experience. Excellent oral and written communication skills. Ability to work and make decisions under pressure. Shift work is required for this position.
OPERATIONS	Flight Plan Team Lead	3 to 4	The Lead Flight Planning Specialist is responsible for the management and maintenance of the Company's flight planning system, NOTAM and support databases. Ensures efficiency database operations through the leading of continuous database optimization efforts. Interacts with government and industry agencies to create additional optimization scenarios. Plans for the monthly ARINC 424 flight planning system database update. Leads team of system specialists responsible for the maintenance of all supporting databases to include: Avoid Area, Airport, Airport-Fleet, Preferred Arrival and Departure (PDAP), and FAA Preferred Route and Coded Departure Route Database. Collects, coordinates, analyzes, and prepares changes to the flight plan and navigation database. Ensure synchronization between aircraft databases. Analyzes information for requested changes to operational databases to validate efficiencies, effectiveness, and applicability. Proactively recognizes potential system improvements. Responsible for the development and implementation of internal flight planning, route, and navigation issues procedures. Maintains a presence in industry meetings as necessary to ensure representation of American Airlines with an emphasis on North America and European CFMU interaction. Manages activities of systems specialists to include planning, selection, motivation, assigning and directing work, performance management and resolving issues.	Operations Planning is looking for a decisive, self-motivated, individual with strong leadership and analytical skills. Excellent written and verbal communication skills to interact effectively with technical and non-technical personnel. Proven skill in planning, organizing, and managing time across multiple tasks and through subordinates. Ability to establish and execute project plan requirements in addition to managing multiple project plans currently. Proven technical and analytical skills to understand identify, interpret, and execute optimization efforts. Five years of direct recent experience in a flight operations environment for an air carrier, large corporate or military structure required. Licensed airman with Flight Dispatch, Pilot, Navigator, or Air Traffic Control preferred. Familiarity with Jeppesen Jetplan IV engine preferred. Science, Computer Science degree or related field preferred. Moderate knowledge of UNIX operating environment and scripting preferred. Extensive industry knowledge regarding issues associated with flight planning, CDM, or advanced navigation techniques preferred. Moderate knowledge and understanding of ICAO and FAA Rules of the Air required. Familiarity with EUROCONTROL IFPS, CFMU, and RAD preferred. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.

OPERATIONS	Coordinator Air Traffic Systems	5	<p>The Air Traffic Systems Coordinator will represent American Airlines in areas of -</p> <ul style="list-style-type: none"> <li>- Airspace and route efficiency</li> <li>- Airport capacity enhancements</li> <li>- Airport expansion and construction issues</li> <li>- Air Traffic safety work groups</li> <li>- Air Traffic Deviations</li> <li>- Tactical and strategic Air Traffic Management coordination and recommendations within the United States, Europe, and International areas.</li> <li>- Single European Sky (SES) Air Traffic Management system enhancements activities and working groups</li> <li>- Next Generation Air Transportation System (NextGen) enhancements activities and working groups</li> <li>- Collaborative Decision Making (CDM) activities and working groups</li> </ul> <p>Must work closely with American Airlines Flight Operations Management to communicate and resolve matters involving Air Traffic Control (ATC). Reviews ATC system efficiency on a daily basis to ensure airports and airspace operated at maximum capacity. Recommends improvements to airport operations, ATC procedures, and airspace in areas served by American Airlines.</p> <p>Job location is to be determined, either Washington DC or New York City area.</p>	<ul style="list-style-type: none"> <li>- Must have excellent oral and written communication skills.</li> <li>- Excellent interpersonal skills, ability to build productive relationships within the airline industry and the Air Navigation Service Providers (ANSP).</li> <li>- Excellent knowledge of NextGen and SES plans and enhancements.</li> <li>- Previously fully qualified Air Traffic Controller with Air Traffic Management background.</li> <li>- Previous Air Traffic Control Supervisor or Manager experience</li> </ul>
OPERATIONS	Mgr SOC Administration	6	<p>Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers (Level 6) in their absence</p>	<p>AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.</p> <p>The L5 and L6 jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the L6 Center Manager who is also called the Manager on Duty. Generally there are 3-4 L5 DDC Managers and 1 L6 SOC Manager on duty at all times in SOC. The L5s focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific OSO (off schedule operations). The L6s focus on macro issues and OSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.</p>
OPERATIONS	Mgr Policy & Procedures	5	<p>Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.</p>	<p>Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Weight & Balance	5	<p>Manages a staff of 75 weight and balance planners, 10 M/S and one support staff. Responsible for the issuance, currency and consistency of policy and procedures relating to: &amp;#223; Weight and Balance technical policy and procedures and training &amp;#223; Weight and Balance policies and procedures &amp;#223; Act as liaison between Weight Ramp; Balance, Ops Engineering, Airport and Cargo Services &amp;#223; Ensure FAA Self Disclosure policy guidelines are followed &amp;#223; Ensure departmental dependability goals are met &amp;#223; Ensure departmental budgetary goals are maintained &amp;#223; Responsible for hiring management personnel. &amp;#223; Ensuring employee lost time ratios stay within corporate guidelines &amp;#223; Maintain and administer the SOC budget process</p>	<p>BS degree in a technical field or equivalent experience with excellent leadership and supervisory skills. Manages and provides leadership for technical and administrative personnel in the planning, organizing, and staffing of all Weight and Balance/Load Planning tasks, functions and responsibilities. Manages the daily operation of Central Load Planning and serves as the weight and balance liaison with other organizations internal and external to American Airlines including external customers. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Ops Communications Engineering	5	<p>May not be accurate job description:</p> <p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and International agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FDS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<ul style="list-style-type: none"> <li>- Requires 6 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatch, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience.</li> </ul>

OPERATIONS	Mgr Flight Planning	5	<p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and international agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<p>- Requires 6 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatch, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</p>
OPERATIONS	Coordinator Weight & Balance Planning	3	<p>Interprets and enforces company and departmental policies and procedures for Weight &amp; Balance Planning. Communicate, coordinate and resolve time sensitive issues across all operational departments. Research and document weight and/or balance discrepancies. Manages the day-to-day operational staffing needs. Performs coaching and counseling for attendance and performance issues. Supervises training, quality control and schedule functions of Weight &amp; Balance Planning.</p>	<p>Must be able to make time critical, safety sensitive decisions. Strong RES and DECS knowledge essential. Previous leadership or supervisory experience is preferred. Previous load planning experience is preferred. The ability to communicate in a calm, effective and concise manner in stressful situations. Must be able to work comfortably with administrative applications such as Microsoft Word and Excel. Above average oral, communication and analytical skills required. Must be able to read, write, fluently speak and understand the English language. Must be self-managed. 24/7 operation with shift work required. This job is subject to DOT drug and alcohol testing.</p>

Management/Specialist

Workgroup Salary Ranges Effective January 1, 2014

PS Group/PS Level	Min Annual	Max Annual						
MGT/SPEC 1	29,916.82	37,832.42	37,832.67	44,509.24	44,509.49	48,957.07	48,957.32	53,840.72
MGT/SPEC 2	34,601.70	43,803.32	43,803.57	51,533.69	51,533.94	56,686.68	56,686.93	62,360.87
MGT/SPEC 3	40,912.22	52,059.71	52,059.96	61,257.66	61,257.91	67,351.70	67,351.95	74,084.76
MGT/SPEC 4	48,542.28	62,019.32	62,019.57	72,970.15	72,970.40	80,235.31	80,235.56	88,261.88
MGT/SPEC 5	67,997.92	79,652.54	79,652.79	90,082.67	90,082.92	99,089.82	99,090.08	109,004.08
MGT/SPEC 6	79,061.71	94,877.38	94,877.63	105,430.40	105,430.66	115,961.38	115,961.64	127,561.63

Employee Benefit information listing the Health Benefits options and costs and SuperSaver 401(k) offerings with up to 5.5% Company match can be found using [www.my.aa.com](http://www.my.aa.com)

- Contribute through convenient payroll deductions
- Save for the future on a before-tax basis
- Reduce your taxes in retirement by making Roth 401(k) after-tax contributions
- Receive up to 5.5% in company matching contributions when you become eligible

LAA and LUS contributed \$379 million and employees contributed \$437 million to the 401(k) plans in 2013.

Describe any environmental impacts associated with this project.

The current project will be designed with back up power generators that are only utilized when there is a power failure from the current campus utility plant, or required maintenance. They will be designed and constructed in compliance with EPA regulations regarding diesel power generation equipment.

The current footprint of the building will be located within an existing parking lot. The additional green space around this footprint will reduce the impervious cover and not require additional storm water drainage.

Primary utility service will come from the current campus utility plant. Furthermore, the existing on site infrastructure of the surrounding campus (sanitary, storm, IT, power) is adequate for back up improvements, therefore no new offsite utilities are required. The current building will fall within an existing parking lot and will not require any new streets.

# American Airlines

## IOC Project

AA (American Airlines, Inc.) is a major U.S. airline headquartered in Fort Worth, Texas. It operates an extensive international and domestic network, with scheduled flights throughout North America, the Caribbean, South America, Europe, and Asia, carrying passengers and cargo.

The IOC (Integrated Operations Control center) project will combine all daily flight operational areas into a centralized location. This includes the relocation of US Airways control center in Pennsylvania.

The center provides flight plans including route instructions, alternative destinations, fuel, passenger and cargo load configurations as well as flight and aircraft take off settings. It will also provide services for passenger re-accommodation, flight crew scheduling and aircraft routing for maintenance during abnormal operations. Staff will engage with the air traffic control organizations in every country served by AA.

The project will provide the foundation for a state of the art platform for superior operational performance in the industry. The building will be approximately 149,000 square feet in total floor space and will be built on a plot currently serving as a paved parking lot. The planned capital investment is \$55,000,000.

The new construction will include a large open expanse for the aforementioned activity similar to the current center pictured below. It will also provide executive and management offices, training rooms and conference room facilities. An irregular operation and emergency situation room will be housed in the new facility.

The location is adjacent to our Reservations Center at 4700 American Boulevard, Fort Worth, Texas, 76155.

The personal property to be installed will also be state of the art. This will include but not be limited to desktop computers with multiple flat panel display screens, a server farm, equipment cooling apparatus and redundant power sources. Communications equipment will include wireless, land lines, "issue/situational lighting" and around the world radio transmitting devices. Special electronic navigation aids and satellite telecommunications will be used. AA has a personal property capital investment planned at \$33,000,000.

More details on the center's functions can be found on the next three pages.

# AA Integrated Operations Control (IOC)

## *Planning and Oversight of AA Operations*



### **Flight Dispatch**

- Provide overall Operational Control of American Airlines via strict adherence to FAA regulations and safety of flight procedures
- Flight planning to optimize route and fuel usage
- Coordination with FAA Air Traffic Control (ATC) to minimize enroute delays
- Weather prediction and schedule modification to meet airport arrival rates
- Diversion coordination during weather events and tarmac monitoring

### **Crew Scheduling**

- Ensure flights depart with legal and qualified Pilots and Flight Attendants
- Monitor, adjust, and communicate Pilot and Flight Attendant schedule changes in response to events such as irregular operations
- Manage work schedules of Pilots and Flight Attendants at domiciles
- Track and coordinate compliance with crew rest and fatigue issues

### **Maintenance Operation Control (MOC)**

- Management of all unscheduled out-of-service (OTS) aircraft
- Provision of technical expertise on each fleet operated by American Airlines - Expertise is conveyed through review and issuance of maintenance deferrals, review of parts and tooling to be used on an aircraft, discussion with Dispatch and Line Maintenance, regarding the limitations of restricted aircraft, and through in-flight discussion with flight crew personnel.
- Monitoring of parts movement for out of service aircraft
- Assess aircraft with conditions that may exceed maintenance manual limitations
- Oversight of maintenance tasks on aircraft, and efficient workload assignments to prevent unnecessary aircraft out of service events
- Coordinate with the Flight Test team—to evaluate, move, and in-flight test aircraft based on previous maintenance issues

### **Load Planning (Aircraft Weight and Balance)**

- Provide aircraft loading instructions and fueling instructions to stations worldwide via strict FAA regulatory guidelines, manufacturing aircraft limitations along with adherence to company policies
- Resolve weight and balance sensitive issues through close communication with stations
- Ensure all aircraft are within all weight and center of gravity parameters
- Provide final weight and balance takeoff information to flight crew

### **System Customer Service**

- Provide Customer Service advocacy within IOC planning teams
- Support worldwide station Airport Customer Service needs
- Provide overall Customer Service policy guidance

### **Corporate Complaint Resolution**

- Act as the final corporate contact for issues related to all ADA issue
- Collaborate with station personnel to ensure compliance with Rule 382
- Final corporate authority on all passenger issues related to AA's Conditions of Carriage

### **Flight Planning Support (FPS)**

- Manage the flight planning system navigation, airport, and route database
- Generate routes used by flights
- Monitor, manage, and update NOTAM (Notices to airmen) that affect operations
- Request overflight permits from foreign countries for scheduled and non-scheduled flights
- Manage weather systems for text and graphical weather data
- Coordinate the ATC process to file flight plans with ATC

### **Emergency Planning and Response Coordination**

- Collaborate on development and continuous improvement of emergency response policies and procedures with all departments
- Notify leadership and appropriate department heads of significant events such as aircraft accidents, incidents, damages, passenger disruptions, etc.
- Document and track various events in the company database - Corporate Event Reporting System (CERS)
- Facilitate activation and oversight of the Corporate Command Center in the event of a serious incident requiring interface with multiple departments
- Communicate, as appropriate, with FAA, DOD, and other authorities on significant aircraft incidents

### **Air Traffic Control**

- Support to Dispatch, Flight, and others through analysis of National Airspace System performance and make recommendations for improvement
- Assist in airspace redesign, ATC procedure efficiency and fly-ability
- Assist flight crews with any ATC related issues or questions
- Participate in airport development and improvement projects and mitigate airport project impact to AA operations

## **Operations Control Technology**

- Serve as a liaison between the IT department and Operations Control
- Research and implement technology to make functions within Operations Control more efficient
- Project Management support for the Integrated Operations Control IT toolset
- User acceptance testing of new applications and automated solutions
- Develops plans and works with new Air Traffic Control applications

## **Support Staff / Leadership**

- IOC Senior Leadership
- Dispatch Leadership
- Policy and Procedure Oversight
- Air Traffic Control (ATC) planning and policy oversight
- Administration / IOC Planning
- Weight and Balance Planning Leadership
- Technology Support staff
- Clerical IOC support staff
- Adherence to AA's Safety Management System (SMS) Policies and Procedures



**6.086 ACRE TRACT**

Part of Lot 1, Block 1, American Airlines Addition  
A. J. Huitt Survey, Abstract No. 709  
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Milestones</b>	335 days	Tue 4/22/14	Wed 8/12/15	Milestones																													
Start Design	0 days	Tue 4/22/14	Tue 4/22/14	• Start Design:																													
Project Initial Funding	0 days	Wed 4/30/14	Wed 4/30/14	• Project Initial Funding																													
Programming Complete	0 days	Fri 5/2/14	Fri 5/2/14	• Programming Complete																													
Concept Design Complete	0 days	Tue 5/27/14	Tue 5/27/14	• Concept Design Complete																													
Project Final Funding	0 days	Wed 6/4/14	Wed 6/4/14	• Project Final Funding																													
Design Development Complete	0 days	Mon 6/23/14	Mon 6/23/14	• Design Development Complete																													
Construction Mobilization	0 days	Fri 6/13/14	Fri 6/13/14	• Construction Mobilization																													
Site Permit Received	0 days	Fri 6/13/14	Fri 6/13/14	• Site Permit Received																													
Building Shell Construction Document Design Complete	0 days	Fri 8/1/14	Fri 8/1/14	• Building Shell Construction Document Design Complete																													
Interior Construction Document Design Complete	0 days	Thu 8/4/14	Thu 8/4/14	• Interior Construction Document Design Complete																													
Building Permit Received	0 days	Wed 8/20/14	Wed 8/20/14	• Building Permit Received:																													
Structure Complete	0 days	Thu 10/23/14	Thu 10/23/14	• Structure Complete																													
Building Dry-In	0 days	Thu 11/13/14	Thu 11/13/14	• Building Dry-In																													
Building Console Furniture Ready to Install	0 days	Thu 6/4/15	Thu 6/4/15	• Building Console Furniture Ready to Install																													
Commissioning Begins	0 days	Thu 6/4/15	Thu 6/4/15	• Commissioning Begins																													
Obtain TCO / Commissioning Complete	0 days	Wed 7/15/15	Wed 7/15/15	• Obtain TCO / Commissioning Complete																													
Move In Ready	0 days	Wed 8/12/15	Wed 8/12/15	• Move In Ready																													
<b>Design/Preconstruction</b>	94 days	Wed 4/23/14	Thu 9/4/14	Design/Preconstruction																													
Programming	8 days	Wed 4/23/14	Fri 5/2/14	■ Programming																													
Programming Development	7 days	Wed 4/23/14	Thu 5/1/14	■ Programming Development																													
Issue Program Package	0 days	Thu 5/1/14	Thu 5/1/14	• Issue Program Package																													
Program Package Review and Approval by AA / IOC	1 day	Fri 5/2/14	Fri 5/2/14	• Program Package Review and Approval by AA / IOC																													
Space Planning	32 days	Thu 5/1/14	Mon 6/16/14	■ Space Planning																													
Develop Space Plan	28 days	Thu 5/1/14	Fri 6/6/14	■ Develop Space Plan																													
Review with AA CRE	1 day	Wed 6/11/14	Wed 6/11/14	• Review with AA CRE																													
Review with AA IOC	1 day	Fri 6/13/14	Fri 6/13/14	• Review with AA IOC																													
Issue Final Space Plan	1 day	Mon 6/16/14	Mon 6/16/14	• Issue Final Space Plan																													
Conceptual Design Phase	18 days	Mon 5/19/14	Tue 5/27/14	■ Conceptual Design Phase																													
Conceptual Design Development	8 days	Mon 5/19/14	Wed 5/14/14	■ Conceptual Design Development																													
Issue Conceptual Design Development Package	0 days	Wed 5/14/14	Wed 5/14/14	• Issue Conceptual Design Development Package																													
Review with AA CRE	0 days	Wed 5/14/14	Wed 5/14/14	• Review with AA CRE																													
Review with AA IOC	1 day	Fri 5/16/14	Fri 5/16/14	• Review with AA IOC																													
Incorporate Concept Design Comments	5 days	Mon 5/19/14	Fri 5/23/14	• Incorporate Concept Design Comments																													
Issue Final Concept Design to AA and Contractor	1 day	Tue 5/27/14	Tue 5/27/14	• Issue Final Concept Design to AA and Contractor																													
Site Survey	13 days	Tue 5/19/14	Thu 5/22/14	■ Site Survey																													
Preliminary	8 days	Tue 5/19/14	Thu 5/15/14	■ Preliminary																													
Final	5 days	Fri 5/16/14	Thu 5/22/14	■ Final																													
Geotech Survey	19 days	Tue 5/19/14	Mon 6/2/14	■ Geotech Survey																													
Borings	8 days	Tue 5/19/14	Thu 5/15/14	■ Borings:																													
Preliminary	5 days	Fri 5/16/14	Thu 5/22/14	■ Preliminary																													
Final	6 days	Fri 5/23/14	Mon 6/2/14	■ Final																													
Design Development Phase	23 days	Wed 6/26/14	Fri 6/27/14	■ Design Development Phase																													
Design Development	15 days	Wed 6/26/14	Tue 6/17/14	■ Design Development																													
Review with AA CRE	1 day	Thu 6/12/14	Thu 6/12/14	• Review with AA CRE																													
Review with AA IOC	1 day	Fri 6/13/14	Fri 6/13/14	• Review with AA IOC																													
QA/QC	8 days	Mon 6/16/14	Mon 6/23/14	■ QA/QC																													
Issue Long Lead Equipment Specs	0 days	Tue 6/17/14	Tue 6/17/14	• Issue Long Lead Equipment Specs																													
Issue Design Development Package	0 days	Mon 6/23/14	Mon 6/23/14	• Issue Design Development Package																													
Review with AA CRE	1 day	Wed 6/25/14	Wed 6/25/14	• Review with AA CRE																													
Review with AA IOC	1 day	Fri 6/27/14	Fri 6/27/14	• Review with AA IOC																													
Site Permit Package	10 days	Fri 5/16/14	Fri 6/30/14	■ Site Permit Package																													
Site Permit Development Development	10 days	Fri 5/16/14	Fri 6/30/14	■ Site Permit Development Development																													
Construction Document Phase	55 days	Wed 6/18/14	Thu 9/4/14	■ Construction Document Phase																													
Building Shell CD's	25 days	Wed 6/18/14	Wed 7/23/14	■ Building Shell CD's																													
Interior Construction Documents	30 days	Thu 7/10/14	Wed 8/20/14	■ Interior Construction Documents																													
Review status with AA CRE	1 day	Fri 7/11/14	Fri 7/11/14	• Review status with AA CRE																													
Review status with AA IOC	1 day	Fri 7/18/14	Fri 7/18/14	• Review status with AA IOC																													

Date: Tue 4/22/14  
 Date: Wed 8/12/15  
 Date: Wed 6/4/14

Corgan and Holder Construction Company  
 Project Angus CPS Schedule

6/4/14









Register at [aa.com/supplierdiversity](http://aa.com/supplierdiversity).

 Join American Airlines Supplier Diversity group on LinkedIn.

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30167/0114/SUP

American Airlines 



**Supplier Diversity Program**

Open for  
business with  
your business.

Dedicated to the growth of minority, women, veteran, LGBT and small business-owned businesses.



# Together, we all succeed.

At American, we are committed to sourcing quality products and services for our customers. To fulfill that commitment, we rely on strong alliances with a wide base of suppliers and contractors who perform at the highest industry standards. The Supplier Diversity Program adds value to our supply chain by proactively seeking out minority, women, veteran, LGBT and small business owners.

Working fairly and effectively to ensure the success of our suppliers and contractors, we:

- **Evaluate** products and services on their merits, giving impartial consideration to all suppliers.
- **Award** contracts based on the highest quality, best delivery and the most competitive cost.
- **Review** the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards.
- **Assure** inclusion of minority and women-owned companies in procurement and construction opportunities.

The Supplier Diversity Program fosters mutually beneficial relationships with minority, women-owned and small businesses. We welcome the opportunity to work with you.

Sincerely,



Scott Kirby  
President



## Do you qualify?

To participate in the Supplier Diversity Program, a business must be at least 51% owned, controlled and operated by one or more of the following:

- African Americans
- Asian Americans
- Hispanic Americans
- Native Americans
- Women
- LGBT
- Veterans & Service Disabled Veterans

Company status must be validated by a third-party agency or council, or be certified from a qualified agency:

- Small Business Administration
- Affiliates of the National Minority Supplier Development Council
- Affiliates of the Women's Business Enterprise National Council
- National Gay & Lesbian Chamber of Commerce
- Other city, state and national agencies

## How to register.

If you own or operate a qualified business, please visit [aa.com/supplierdiversity](http://aa.com/supplierdiversity) and complete the online registration. You will receive a confirmation email, and your information will be forwarded to the appropriate American Airlines contact person for review.

Contact [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com) for additional information.

# American Airlines

## Supplier Diversity

The Supplier Diversity program affords qualified minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses the opportunity to participate as potential suppliers for products and services for American Airlines.

American sources the best quality products and services to provide to our customers. To do so, we rely on our suppliers and contractors to perform to the highest industry standards. The Supplier Diversity program is designed to bring the added value of diversity to our purchasing program by proactively seeking out diverse suppliers through direct relationships with American and indirect relationships with our prime suppliers and contractors. The program is a catalyst to foster mutually beneficial relationships with minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses locally and throughout the United States.

At American Airlines, we:

- Evaluate products and services on their merits, giving fair and impartial consideration to all suppliers
- Award contracts based on the highest quality and best delivery combined with the most competitive cost to the corporation
- Review constantly the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards
- Assure inclusion of diverse companies in the procurement opportunities

<http://www.aa.com/i18n/aboutUs/supplierDiversity/main.jsp>

### Supplier Diversity: Qualifications

To qualify for the Supplier Diversity program, a business must be at least 51 percent owned, controlled and operated by one or more of the following:

African-Americans

Native Americans

Women

Asian-Americans

Hispanic-Americans

LGBT

Veterans

Service Disabled Veterans

Validation of the firm's minority-owned or women-owned status by a third party agency or council is required. Certifications from qualified agencies, examples of which are listed below, are acceptable.

Small Business Administration

Affiliates of the National Minority Supplier Development Council

Affiliates of the Women's Business Enterprise National Council

National Gay & Lesbian Chamber of Commerce

#### Other city, state and national agencies

A minority-owned small business is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged. A minority-owned small business could also be a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more historically underutilized (socially and economically disadvantaged) individuals and has its management and daily business controlled by one or more such individuals. This same definition applies to economically disadvantaged Indian tribe(s), Native Hawaiian organization(s) or publicly owned businesses that have at least 51 percent of stock unconditionally owned by one of these entities. These businesses must have management and daily business controlled by members of a historically underutilized (economically disadvantaged) Indian tribe or Native Hawaiian organization, and meets the regulations of the Small Business Administration.

Individuals who are African-Americans, Hispanic-Americans, Native Americans, Asian-Pacific Americans, and Subcontinent-Asian Americans are considered historically underutilized (socially and economically disadvantaged) by the Small Business Administration:

African-Americans are U.S. citizens whose origins are in the Negroid race

Hispanic-Americans are U.S. citizens whose origins are in South American, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, or the Iberian Peninsula, including Portugal

Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians

Asian-Pacific Americans are U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia

Subcontinent Asian-Americans are U.S. citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal

A women-owned business is one that is at least 51 percent owned by a woman or women who also control and operate the business.

A small business that is at least 51 percent owned by individual(s) who have a physical or mental impairment which substantially limits one or more of such person's major life activities. Individual(s) must be involved in the day-to-day management of the business.

A small disabled veteran-owned business is one that is at least 51 percent owned by individual(s) who have a physical or mental impairment that substantially limits one or more of such person's major life activities. The physical or mental impairment must have been sustained during active service in one of the United States armed services. Individual(s) must be involved in the day-to-day management of the business.

<http://www.aa.com/i18n/aboutUs/supplierDiversity/qualifications.jsp>

### **Supplier Diversity: Registration**

If you are registering for the first time, the system will prompt you to create a password for the registration process.

When the registration is completed, please email a copy of your certification to [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com). Once we receive the certification, you will receive a confirmation email that includes the name and contact information for the person within American that is responsible for the area that you have selected as your primary business category. Please contact that person regarding possible business opportunities.

If you are currently in our database or are not sure whether you are still in our database, please send an e-mail to [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com) to receive your password. Once you receive it, you can access your record to update it as you find necessary.

If you have any questions regarding this process, please contact us at [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com).

Join American Airlines Supplier Diversity group on LinkedIn to get updates on events and other important information concerning the Supplier Diversity program.

<http://www.aa.com/i18n/aboutUs/supplierDiversity/registration.jsp>



### Section 01-05. ENVIRONMENTAL POLICY

The Environmental Policy is endorsed by US Airways leadership and covers and includes a commitment to meet or exceed relevant government, state, and local regulations. The policy is reviewed annually by management and communicated to all employees.

#### 1. Policy

At US Airways, we will strive to improve our environmental performance and comply with Federal, State and local regulations. We will seek to manage our operations locally by:

- Identifying significant aspects and impacts of our activities on the environment, including noise pollution, emissions from aircraft and/or ground vehicles, and maintenance of aircraft and ground equipment.
- Developing programs and adhering to policies and procedures to address these issues.

We will implement environmental management and review systems to:

- Mitigate environmental risks.
- Ensure potential environmental impacts are taken into account in our business decisions and commercial activities.
- Monitor, audit and review our performance, striving for continual improvement.
- Set clearly defined objectives and goals, address improvements in environmental performance, and report against them.
- Strive to meet or exceed regulatory requirements.
- Use natural resources efficiently, minimize waste and harmful releases to the environment.
- Incorporate, reduce, reuse, or recycle into all of our processes where available.
- Support, advise and train staff to maintain and/or improve environmental performance, and
- Raise awareness of environmental impacts and issues.

The aspects and objectives of environmental performance and management can be found in the **Safety Policy Procedure Manual** and the **Environmental Management Manual**.

The Green Team, chaired by our Executive Vice President and Chief Operating Officer, coordinates sustainability efforts across US Airways. This group promotes the implementation of good environmental practices within the company and its supply chain.

Environmental Programs monitors environmental compliance and alerts senior management when additional action is needed to comply with local, state and federal regulations and US Airways Environmental Policy and/or maintain its standard of environmental management.

# American Airlines

## Supplier Diversity

The Supplier Diversity program affords qualified minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses the opportunity to participate as potential suppliers for products and services for American Airlines.

American sources the best quality products and services to provide to our customers. To do so, we rely on our suppliers and contractors to perform to the highest industry standards. The Supplier Diversity program is designed to bring the added value of diversity to our purchasing program by proactively seeking out diverse suppliers through direct relationships with American and indirect relationships with our prime suppliers and contractors. The program is a catalyst to foster mutually beneficial relationships with minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses locally and throughout the United States.

At American Airlines, we:

- Evaluate products and services on their merits, giving fair and impartial consideration to all suppliers
- Award contracts based on the highest quality and best delivery combined with the most competitive cost to the corporation
- Review constantly the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards
- Assure inclusion of diverse companies in the procurement opportunities

<http://www.aa.com/i18n/aboutUs/supplierDiversity/main.jsp>

### Supplier Diversity: Qualifications

To qualify for the Supplier Diversity program, a business must be at least 51 percent owned, controlled and operated by one or more of the following:

African-Americans

Native Americans

Women

Asian-Americans

Hispanic-Americans

LGBT

Veterans

Service Disabled Veterans

Validation of the firm's minority-owned or women-owned status by a third party agency or council is required. Certifications from qualified agencies, examples of which are listed below, are acceptable.

Small Business Administration

Affiliates of the National Minority Supplier Development Council

Affiliates of the Women's Business Enterprise National Council

National Gay & Lesbian Chamber of Commerce

#### Other city, state and national agencies

A minority-owned small business is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged. A minority-owned small business could also be a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more historically underutilized (socially and economically disadvantaged) individuals and has its management and daily business controlled by one or more such individuals. This same definition applies to economically disadvantaged Indian tribe(s), Native Hawaiian organization(s) or publicly owned businesses that have at least 51 percent of stock unconditionally owned by one of these entities. These businesses must have management and daily business controlled by members of a historically underutilized (economically disadvantaged) Indian tribe or Native Hawaiian organization, and meets the regulations of the Small Business Administration.

Individuals who are African-Americans, Hispanic-Americans, Native Americans, Asian-Pacific Americans, and Subcontinent-Asian Americans are considered historically underutilized (socially and economically disadvantaged) by the Small Business Administration:

African-Americans are U.S. citizens whose origins are in the Negroid race

Hispanic-Americans are U.S. citizens whose origins are in South American, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, or the Iberian Peninsula, including Portugal

Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians

Asian-Pacific Americans are U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia

Subcontinent Asian-Americans are U.S. citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal

A women-owned business is one that is at least 51 percent owned by a woman or women who also control and operate the business.

A small business that is at least 51 percent owned by individual(s) who have a physical or mental impairment which substantially limits one or more of such person's major life activities. Individual(s) must be involved in the day-to-day management of the business.

A small disabled veteran-owned business is one that is at least 51 percent owned by individual(s) who have a physical or mental impairment that substantially limits one or more of such person's major life activities. The physical or mental impairment must have been sustained during active service in one of the United States armed services. Individual(s) must be involved in the day-to-day management of the business.

<http://www.aa.com/i18n/aboutUs/supplierDiversity/qualifications.jsp>



00024-43-000000TAR7

**Entity (Corp)**  
200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**  
4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

**\*\*PAYABLE TO:** TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**  
00000036420

**Description**

**Account Type**  
REAL ESTATE

**Tax Year**  
2013

**TAXABLE VALUE**  
\$ 3,739,499

**Tax Rate**  
2.90000

**Total Tax Amount**  
\$108,591.21

**Tax Due Date**  
11/30/13

**Prepaid Taxes**  
\$0.00

INSTALLMENT 1 OF 2

\$54,295.61

INSTALLMENT DUE BY

11/30/2013

REMARKS: CO/CITY/SCHOOL



1198415

**Date Printed**  
11/05/13

**Initials**  
PI/UN  
1306286



**RON WRIGHT**  
TARRANT COUNTY  
TAX ASSESSOR-COLLECTOR

100 E. Weatherford, Fort Worth, TX 76196  
(817) 884-1100  
e-mail:taxoffice@tarrantcounty.com  
web:www.tarrantcounty.com

**DATE: 10/02/2013**  
**ACCOUNT: 00000036420**  
LEGAL: AMERICAN AIRLINES ADDITION  
BLK 1 LOT 1B  
POSSESSORY INTEREST ONLY

**2013 TAX STATEMENT**

24-43-TAR7  
RE CO/CITY/SCHOOL

**IMPORTANT** - Legislative Changes  
5 Year Comparison on the back of statement.  
**IMPORTANTE** - Cambios Legislativos  
Comparación de 5 Años detrás del Cobro.

OWNER: AMERICAN AIRLINES INC  
PARCEL ADDRESS: 0004801 HIGHWAY 380  
EXEMPTIONS:

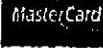
4879

LAND VALUE 850,855	IMPRV VALUE 2,888,644	APPRAISED VAL 3,739,499				
TAXING ENTITIES	APPRAISED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	TAXES DUE CURRENTLY
FT WORTH CITY	3,739,499	0	3,739,499	0.855000	31,972.72	31,972.72
TARRANT COUNTY	3,739,499	0	3,739,499	0.264000	9,872.28	9,872.28
REG WATER DIST	3,739,499	0	3,739,499	0.020000	747.90	747.90
T C HOSPITAL	3,739,499	0	3,739,499	0.227897	8,522.21	8,522.21
T C COLLEGE	3,739,499	0	3,739,499	0.149500	5,590.55	5,590.55
H-E-B ISD	3,739,499	0	3,739,499	1.387500	51,885.55	51,885.55
				<b>TOTAL TAXES</b>	<b>108,591.21</b>	<b>108,591.21</b>

**Pay by Credit Card or eCheck**



In person only



Pay online with these cards  
or by phone at: 817-884-1110

**TOTAL AMOUNT DUE 108,591.21**  
**INCLUDES PAYMENTS RECEIVED**

SPLIT PAYMENT OPTION  
\$54,295.61 NOV 30, 2013  
\$54,295.60 JUN 30, 2014

**\*\*YOUR CHECK WILL BE CONVERTED INTO AN ELECTRONIC FUND TRANSFER\*\***

AMERICAN AIRLINES INC

RETURN WITH PAYMENT



**PAY THIS AMOUNT**  
**\$108,591.21**

DELINQUENT AFTER: 01/31/2014

00000036420 2013



AMERICAN AIRLINES INC  
% TAX DEPT MD 5657  
PO BOX 619616  
DALLAS TX 75261-9616

H 54295.61

IF PAID IN	AMOUNT DUE
FEB	116,192.69
MAR	118,364.41

EBILL VERIFICATION CODE 0000003642092

Make check payable to:  
RON WRIGHT, TAX ASSESSOR-COLLECTOR

PO BOX 961018  
FORTWORTH TX 76161-0018

00000036420 0010859121 0011619259 0011836441 1002201300000

Account Number  
0000036420

**ACCOUNT HISTORY**

(For comparison purposes only, per Senate Bill 18, 2005 Texas Legislative Session)

TAX YEAR	APPRAISED VALUE	APPRAISAL % CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE % CHG	TAX RATE PER \$100	RATE % CHG	TAX	%
<b>FTWORTH CITY</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.855000	0.00%	\$31,972.72	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.855000	0.00%	\$31,972.72	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.855000	0.00%	\$31,972.72	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.855000	0.00%	\$31,757.78	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.855000	0.00%	\$32,648.76	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.855000	0.00%	\$32,648.76	0.00%
<b>H-E-S ISD</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	1.387500	-1.42%	\$51,885.56	-1.43%
2012	3,739,499	0.00%		3,739,499	0.00%	1.407500	-0.46%	\$52,633.45	-0.46%
2011	3,739,499	0.67%		3,739,499	0.67%	1.414000	9.77%	\$52,876.52	10.50%
2010	3,714,360	-2.73%		3,714,360	-2.73%	1.288189	-0.56%	\$47,847.98	-3.28%
2009	3,818,568	0.00%		3,818,568	0.00%	1.295453	0.00%	\$49,467.75	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	1.295453	0.00%	\$49,467.75	0.00%
<b>REG WATER DIST</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.020000	0.00%	\$747.90	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.020000	0.00%	\$747.90	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.020000	0.00%	\$747.90	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.020000	0.00%	\$742.87	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.020000	0.00%	\$763.71	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.020000	0.00%	\$763.71	0.00%
<b>T C COLLEGE</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.148900	0.36%	\$5,590.55	0.35%
2012	3,739,499	0.00%		3,739,499	0.00%	0.148870	0.00%	\$5,570.73	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.148970	8.23%	\$5,570.73	8.96%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.137640	-0.02%	\$6,112.45	-2.78%
2009	3,818,568	0.00%		3,818,568	0.00%	0.137670	-0.21%	\$5,257.02	-0.22%
2008	3,818,568	0.00%		3,818,568	0.00%	0.137960	0.00%	\$5,268.10	0.00%
<b>T C HOSPITAL</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.227897	0.00%	\$8,522.21	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.227897	0.00%	\$8,522.21	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.227897	0.00%	\$8,522.21	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.227897	0.00%	\$8,464.92	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.227897	0.00%	\$8,702.40	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.227897	0.00%	\$8,702.40	0.00%
<b>TARRANT COUNTY</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.264000	0.00%	\$9,872.28	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.264000	0.00%	\$9,872.28	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.264000	0.00%	\$9,872.28	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.264000	0.00%	\$9,805.81	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.264000	0.00%	\$10,081.02	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.264000	0.00%	\$10,081.02	0.00%

NOTE:

EXEMPTION & FREEZE CHANGES MAY DRAMATICALLY IMPACT YOUR PERCENTAGE CHANGES.  
(PUBLIC IMPROVEMENT DISTRICTS (PID)s ARE NOT INCLUDED IN THE 5 YEAR COMPARISON STATISTICS)

**SCHOOL MAINTENANCE AND DEBT RATE INFORMATION**

TAX YEAR	MAINTENANCE RATE	DEBT RATE
2013	\$1.04	\$0.35

TAX YEAR	MAINTENANCE RATE	DEBT RATE
2012	\$1.04	\$0.37

HURST-EULESS-BEDF



00024-43-00000TAR13

**Entity (Corp)**  
200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**  
4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

**\*\*PAYABLE TO:** TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**  
00006465455

**Description**

**Account Type**  
REAL ESTATE

**Tax Year**  
2013

**TAXABLE VALUE**  
\$ 6,735,750

**Tax Rate**  
2.90000

**Total Tax Amount**  
\$195,599.24

**Tax Due Date**  
11/30/13

**Prepaid Taxes**  
\$0.00

INSTALLMENT 1 OF 2

\$97,799.62

INSTALLMENT DUE BY

11/30/2013

REMARKS: CO/CITY/SCHOOL



1198422

**Date Printed**  
11/05/13

**Initials**  
PI/UN  
1306298



**RON WRIGHT**  
TARRANT COUNTY  
TAX ASSESSOR-COLLECTOR

100 E. Weatherford, Fort Worth, TX 76196  
(817) 884-1100  
e-mail: taxoffice@tarrantcounty.com  
web: www.tarrantcounty.com

**2013 TAX STATEMENT**

**DATE:** 10/02/2013  
**ACCOUNT:** 00006465455  
**LEGAL:** AMERICAN AIRLINES ADDITION  
BLK 1 LOT 1B  
IMPROVEMENT ONLY

24-43-TAR13  
RE CO/CITY/SCHOOL

**IMPORTANT** - Legislative Changes  
5 Year Comparison on the back of statement.  
**IMPORTANTE** - Cambios Legislativos  
Comparación de 5 Años detrás del Cobro.

4074

**OWNER:** AMERICAN AIRLINES INC  
**PARCEL ADDRESS:** 0004801 HIGHWAY 360  
**EXEMPTIONS:**

5550001010

IMPRV VALUE 6,735,750	APPRAISED VAL 6,735,750					
TAXING ENTITIES	APPRAISED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	TAXES DUE CURRENTLY
FT WORTH CITY	6,735,750	0	6,735,750	0.855000	57,590.66	57,590.66
TARRANT COUNTY	6,735,750	0	6,735,750	0.264000	17,782.38	17,782.38
REG WATER DIST	6,735,750	0	6,735,750	0.020000	1,347.15	1,347.15
T C HOSPITAL	6,735,750	0	6,735,750	0.227897	15,350.57	15,350.57
T C COLLEGE	6,735,750	0	6,735,750	0.149500	10,069.95	10,069.95
H-E-B ISD	6,735,750	0	6,735,750	1.387500	93,458.53	93,458.53
				<b>TOTAL TAXES</b>	<b>195,599.24</b>	<b>195,599.24</b>

**Pay by Credit Card or eCheck**



In person only



Pay online with these cards  
or by phone at: 817-884-1110

**TOTAL AMOUNT DUE 195,599.24**  
**INCLUDES PAYMENTS RECEIVED**

SPLIT PAYMENT OPTION  
\$97,799.62 NOV 30, 2013  
\$97,799.62 JUN 30, 2014

**\*\*YOUR CHECK WILL BE CONVERTED INTO AN ELECTRONIC FUND TRANSFER\*\***

AMERICAN AIRLINES INC  
5550001010



00006465455 2013



AMERICAN AIRLINES INC  
MD 5657  
PO BOX 619616  
DFW AIRPORT TX 75261-9616



RETURN WITH PAYMENT

**PAY THIS AMOUNT**

**\$195,599.24**

DELINQUENT AFTER: 01/31/2014

H 97799.62

IF PAID IN	AMOUNT DUE
FEB	209,291.19
MAR	213,203.18

EBILL VERIFICATION CODE 0000646545592

Make check payable to:  
RON WRIGHT, TAX ASSESSOR-COLLECTOR

PO BOX 961018  
FORT WORTH TX 76161-0018

00006465455

0019559924

0020929119

0021320318

100220130000

Account Number  
00006465455

**ACCOUNT HISTORY**

(For comparison purposes only, per Senate Bill 18, 2005 Texas Legislative Session)

TAX YEAR	APPRAISED VALUE	APPRAISAL % CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE % CHG	TAX RATE PER \$100	RATE % CHG	TAX	TAX % CHG
<b>FT WORTH CITY</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
<b>H-E-B ISD</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	1.387500	-1.42%	\$93,458.53	-1.43%
2012	6,735,750	0.00%		6,735,750	0.00%	1.407500	-0.46%	\$94,805.68	-0.46%
2011	6,735,750	0.00%		6,735,750	0.00%	1.414000	0.77%	\$95,243.51	0.76%
2010	6,735,750	0.00%		6,735,750	0.00%	1.288189	-0.56%	\$86,769.19	-0.57%
2009	6,735,750	0.00%		6,735,750	0.00%	1.295453	0.00%	\$87,258.48	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	1.295453	0.00%	\$87,258.48	0.00%
<b>REG WATER DIST</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
<b>T C COLLEGE</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.149500	0.36%	\$10,069.95	0.35%
2012	6,735,750	0.00%		6,735,750	0.00%	0.148970	0.00%	\$10,034.25	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.148970	8.23%	\$10,034.25	8.23%
2010	6,735,750	0.00%		6,735,750	0.00%	0.137640	-0.02%	\$9,271.09	-0.03%
2009	6,735,750	0.00%		6,735,750	0.00%	0.137670	-0.21%	\$9,273.11	-0.22%
2008	6,735,750	0.00%		6,735,750	0.00%	0.137960	0.00%	\$9,292.64	0.00%
<b>T C HOSPITAL</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
<b>TARRANT COUNTY</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%

NOTE:

EXEMPTION & FREEZE CHANGES MAY DRAMATICALLY IMPACT YOUR PERCENTAGE CHANGES.  
(PUBLIC IMPROVEMENT DISTRICTS (PID's) ARE NOT INCLUDED IN THE 5 YEAR COMPARISON STATISTICS)

**SCHOOL MAINTENANCE AND DEBT RATE INFORMATION**

HURST-EULESS-BEDF

TAX YEAR	MAINTENANCE RATE	DEBT RATE
2013	\$1.04	\$0.35

TAX YEAR	MAINTENANCE RATE	DEBT RATE
2012	\$1.04	\$0.37



00024-43-00000TAR14

**Entity (Corp)**

200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**

4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

\*\*PAYABLE TO: TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**  
00006577970

**Description**

**Account Type**  
REAL ESTATE

**Tax Year**  
2013

**TAXABLE VALUE**  
\$ 2,796,748

**Tax Rate**  
2.90000

**Total Tax Amount**  
\$81,214.68

**Tax Due Date**  
11/30/13

**Prepaid Taxes**  
\$0.00

INSTALLMENT 1 OF 2

\$40,607.34 INSTALLMENT DUE BY 11/30/2013

REMARKS: CO/CITY/SCHOOL



1198425

**Date Printed**  
11/05/13

**Initials**  
PI/UN  
1306303



**RON WRIGHT**  
TARRANT COUNTY  
TAX ASSESSOR-COLLECTOR

100 E. Weatherford, Fort Worth, TX 76196  
(817) 884-1100  
e-mail: taxoffice@tarrantcounty.com  
web: www.tarrantcounty.com

**DATE:** 10/02/2013  
**ACCOUNT:** 00006577970  
**LEGAL:** AMERICAN AIRLINES ADDITION  
BLK 1 LOT 1B  
IMP ONLY

**2013 TAX STATEMENT**

24-43-TAR14  
RE CO/CITY/SCHOOL

**IMPORTANT** - Legislative Changes  
5 Year Comparison on the back of statement.  
**IMPORTANTE** - Cambios Legislativos  
Comparación de 5 Años detrás del Cobre.

**OWNER:** AMERICAN AIRLINES INC  
**PARCEL ADDRESS:** 0004601 HIGHWAY 360  
**EXEMPTIONS:**

4076

IMPRV VALUE 2,796,748	APPRAISED VAL 2,796,748					
TAXING ENTITIES	APPRAISED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	TAXES DUE CURRENTLY
FT WORTH CITY	2,796,748	0	2,796,748	0.855000	23,912.20	23,912.20
TARRANT COUNTY	2,796,748	0	2,796,748	0.264000	7,383.41	7,383.41
REG WATER DIST	2,796,748	0	2,796,748	0.020000	559.35	559.35
T C HOSPITAL	2,796,748	0	2,796,748	0.227897	6,373.70	6,373.70
T C COLLEGE	2,796,748	0	2,796,748	0.149500	4,181.14	4,181.14
H-E-B ISD	2,796,748	0	2,796,748	1.387500	38,804.88	38,804.88
				<b>TOTAL TAXES</b>	<b>81,214.68</b>	<b>81,214.68</b>

Pay by Credit Card or eCheck



In person only



Pay online with these cards  
or by phone at: 817-884-1110

**TOTAL AMOUNT DUE** 81,214.68  
**INCLUDES PAYMENTS RECEIVED**

SPLIT PAYMENT OPTION  
\$40,607.34 NOV 30, 2013  
\$40,607.34 JUN 30, 2014

**\*\*YOUR CHECK WILL BE CONVERTED INTO AN ELECTRONIC FUND TRANSFER\*\***

AMERICAN AIRLINES INC

RETURN WITH PAYMENT



00006577970 2013



AMERICAN AIRLINES INC  
% TAX DEPT MD 5657  
PO BOX 619616  
DALLAS TX 75261-9616



**PAY THIS AMOUNT**  
**\$81,214.68**  
DELINQUENT AFTER: 01/31/2014

H 40007.34

<b>IF PAID IN</b>	<b>AMOUNT DUE</b>
FEB	88,899.69
MAR	88,523.99

EBILL VERIFICATION CODE 0000657797092

Make check payable to:  
RON WRIGHT, TAX ASSESSOR-COLLECTOR

PO BOX 961018  
FORT WORTH TX 76161-0018

00006577970 0008121468 0008689969 0008852399 100220130000

Account Number  
00006577970

**ACCOUNT HISTORY**

(For comparison purposes only, per Senate Bill 18, 2005 Texas Legislative Session)

	TAX YEAR	APPRAISED VALUE	APPRAISAL % CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE % CHG	TAX RATE PER \$100	RATE % CHG	TAX	TAX % CHG
FT WORTH CITY	2013	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
	2012	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
	2011	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
	2010	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
	2009	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
H-E-B ISD	2013	2,796,748	0.00%		2,796,748	0.00%	1.367500	-1.42%	\$38,804.88	-1.43%
	2012	2,796,748	0.00%		2,796,748	0.00%	1.407500	-0.46%	\$39,364.23	-0.46%
	2011	2,796,748	0.00%		2,796,748	0.00%	1.414000	9.77%	\$39,548.02	9.78%
	2010	2,796,748	0.00%		2,796,748	0.00%	1.288189	-0.56%	\$36,027.40	-0.57%
	2009	2,796,748	0.00%		2,796,748	0.00%	1.295453	0.00%	\$36,230.56	0.00%
REG WATER DIST	2013	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
	2012	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
	2011	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
	2010	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
	2009	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
T C COLLEGE	2013	2,796,748	0.00%		2,796,748	0.00%	0.149500	0.36%	\$4,181.14	0.35%
	2012	2,796,748	0.00%		2,796,748	0.00%	0.148970	0.00%	\$4,166.32	0.00%
	2011	2,796,748	0.00%		2,796,748	0.00%	0.148970	8.23%	\$4,166.32	8.23%
	2010	2,796,748	0.00%		2,796,748	0.00%	0.137640	-0.02%	\$3,849.44	-0.03%
	2009	2,796,748	0.00%		2,796,748	0.00%	0.137670	-0.21%	\$3,850.28	-0.22%
T C HOSPITAL	2013	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
	2012	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
	2011	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
	2010	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
	2009	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
TARRANT COUNTY	2013	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
	2012	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
	2011	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
	2010	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
	2009	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%

NOTE: EXEMPTION & FREEZE CHANGES MAY DRAMATICALLY IMPACT YOUR PERCENTAGE CHANGES.  
(PUBLIC IMPROVEMENT DISTRICTS (PID)s ARE NOT INCLUDED IN THE 5 YEAR COMPARISON STATISTICS)

SCHOOL MAINTENANCE AND DEBT RATE INFORMATION					
TAX YEAR	MAINTENANCE RATE	DEBT RATE	TAX YEAR	MAINTENANCE RATE	DEBT RATE
2013	\$1.04	\$0.35	2012	\$1.04	\$0.37

HURST-EULESS-BEDF

**EXHIBIT "E"**

**TARRANT COUNTY TAX ABATEMENT POLICY AND GUIDELINES**



## **TARRANT COUNTY**

### **TAX ABATEMENT POLICY GUIDELINES AND CRITERIA**

#### **I. GENERAL PURPOSE AND OBJECTIVES**

As authorized under Chapter 312 of the Texas Tax Code, Tarrant County has established this policy so as to work in concert with other taxing authorities as part of an overall publicly supported incentive program designed to create job opportunities that bring new economic advantages or strengthen the current economic base of our community.

It is the intent of the Commissioners Court to consider approval or denial of any request for tax abatement for projects in unincorporated Tarrant County or participation in any tax abatement agreement agreed to and adopted by an incorporated city, which meets the minimum eligibility criteria as set forth in this policy, following the filing of a formal application for tax abatement from the County. As prescribed by Section 312.206 of the Tax Code, the Commissioners Court may approve participation with a municipality in a tax abatement agreement no later than the 90th day after the date the municipal agreement is executed. Further it is the intent of Tarrant County that the County will not approve nor join an abatement agreement that provides one Tarrant County city a competitive advantage over another Tarrant County city seeking the same project or encourages an applicant to move from one Tarrant County city to another, unless such agreement is agreeable to both such incorporated cities and both parties have indicated their approval in writing to Tarrant County.

In the case where the property is located within a municipality's extraterritorial jurisdiction, the municipality shall be the initiating taxing entity unless expressly deferred to the County. For those areas within Tarrant County that are not located within the boundaries of an incorporated municipality and a municipality has deferred to the County or in unincorporated areas not located in a municipality's extraterritorial jurisdiction, the guidelines and criteria contained in this policy will be applied by the Commissioners Court when considering the establishment of a reinvestment zone and the adoption of an abatement agreement.

#### **II. DEFINITIONS**

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real and/or personal property in a reinvestment zone designated for economic development purposes.

- (h) **"Expansion"** means the addition of buildings, structures, fixed machinery and equipment, and fixed personal property for the purposes of increasing production capacity.
- (i) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) **"Fixed Machinery and Equipment and/or Personal Property"** means tangible machinery, equipment, or personal property that is securely placed or fastened and stationary within a building or structure, or which is movable but remains at and is used solely at the project site.
- (k) **"Manufacturing Facility"** means buildings and structures, including fixed machinery and equipment, and fixed personal property, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (l) **"Modernization"** means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facility. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery and equipment, and fixed personal property. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.
- (m) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (n) **"Other Basic Industry"** means buildings and structures including fixed machinery and equipment, and fixed personal property not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside Tarrant County [or the Fort Worth Consolidated Metropolitan Statistical Area] and result in the creation of new permanent jobs and bring new wealth in to Tarrant County.
- (o) **"Regional Distribution Center Facility"** means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility operator.
- (p) **"Non-Manufacturing Facilities"** means buildings and structures, used to service and/or house individuals on a permanent or temporary basis.
- (q) **"Regional Service Facility"** means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used to service goods.

- (f) **Owned/Leased Facilities.** If a leased facility is granted abatement the agreement shall be executed with the lessor and the lessee.
- (g) **Value and Term of Abatement.** Abatement shall be granted effective with the execution of the agreement. The value of the abatement will be determined based on the merits of the project, including, but not limited to, total capital investment value and added employment. Up to one hundred percent of the value of new eligible properties may be abated for a total term of abatement not to exceed ten years. However, a project must provide an extraordinary economic benefit to the County to be considered for a one hundred percent abatement.
- (h) **Economic Qualification.** In order to be eligible for designation as a County reinvestment zone and/or receive County tax abatement, the planned improvement:
- (1) for new businesses, must be reasonably expected to produce a minimum added value of Five Million Dollars (\$5,000,000) in real and personal property to Tarrant County and create and sustain a minimum of 25 new full-time jobs.
  - (2) for expansions or modernizations of existing businesses, must be reasonably expected to produce a minimum added value of Three Million Dollars (\$3,000,000) in real and personal property improvements to Tarrant County, and sustain existing employment levels.
  - (3) must not be expected to solely or primarily have the effect of transferring employment from one part of Tarrant County to another without a majority vote of approval from the Commissioners Court.
  - (4) must be necessary for expansion and/or modernization because the capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements.
  - (5) the above investment and employment minimums may be waived at the discretion of the Commissioners Court for projects located in Federal or State designated Enterprise Zones.
- (i) **Additional Criteria For Abatement.** To be eligible for abatement, the project must be expected to meet the specific goals and requirements as noted below. If a company is unable to meet the minimum requirements of this section, a variance must be requested with a detailed explanation as to the circumstances that preclude the company from meeting the minimum requirements.
- (1) **Use of DBE and Tarrant County Businesses.** The project must provide for the utilization of Disadvantaged Business Enterprises for a minimum of 15% of the total costs for construction contracts and annual supply and service contracts.

#### **IV. APPLICATION**

- (a) Any present or potential owner of taxable property in Tarrant County may request the creation of a reinvestment zone and/or tax abatement by filing a written request with the County Judge.**
- (b) The application shall consist of a completed application form including, but not limited to: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which an abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; a time schedule for undertaking and completing the proposed improvements; employment and contract information; the location of existing company locations in Tarrant County and the surrounding counties and the expected number of transferring employees; details of the environmental impacts of the project, and employee benefit information. In the case of modernization a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The County may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant, to be attached to the application.**
- (c) All applications for creation of reinvestment zones or abatements shall incorporate a feasibility study estimating the economic effect of the proposed reinvestment zone and tax abatement on Tarrant County, other eligible participating jurisdictions, and the applicant.**
- (d) Upon receipt of a completed application for creation of a reinvestment zone, the County Judge shall notify in writing and provide a copy of the application to the presiding officer of the governing body of each eligible jurisdiction.**
- (e) Upon receipt of a completed application and/or request to participate with a municipality in an abatement agreement, Tarrant County Administrator's Office must review and provide recommendation to the Commissioners Court within 30 days and before the public hearing.**
- (f) The County shall not establish a reinvestment zone, nor participate in an abatement, if it finds that the application for County reinvestment zone/tax abatement was filed after the commencement of construction, alteration, or installation of improvements related to the proposed modernization, expansion or new facility.**
- (g) Variance. Request for variance from the provisions of this policy must be made in written form to the County Judge and submitted with the application for abatement, provided, however, the total duration of an abatement shall in no instance exceed ten years. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Request for variance must**

- (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections III (a), III (e), III (g) VII, VIII, and IX, or other provisions that may be required for uniformity or by state law, and;
- (6) a statement of the facility owner's policy regarding Disadvantaged Business Enterprises (DBEs), and the estimated dollar amount and percentage of total contracts to be awarded to DBEs for construction, professional services, purchases of equipment and supplies and other services required for the abated improvements;
- (7) amount of investment and average number of jobs involved; and
- (8) an assessment of the environmental impacts of the project, including a statement of the owner's policy addressing regional air quality and information on the use of alternative fuels in fleet vehicles.
- (9) a statement indicating the provision of a health care benefit plan for employees and dependents.

Such agreement shall normally be executed within 60 days after the applicant has forwarded all necessary information and documentation to the County.

- (b) Participation in tax abatement agreements with municipalities requires additional information to be included in the Court Order approving the agreement, as follows:
  - (1) a copy of the agreement between the applicant and municipality shall be attached and made apart of the Court Order for all purposes;
  - (2) authorization for the County Judge to execute a signatory page on behalf of the Commissioners Court which shall be attached and made part of the original agreement.

## **VII. RECAPTURE**

Commissioners Court reserves the right to review compliance for full or partial recapture in the event that the applicant fails to perform in "good faith." If a project is not completed as specified in the tax abatement agreement, the County has the right to cancel the abatement agreement and abated taxes shall become due to the County and other affected taxing units as provided by law. If any of the provisions contained in the tax abatement agreement, i.e., employment, amount of investment, etc., are not met, the County shall have the right to reduce or cancel the abatement agreement. If a project granted a tax abatement ceases to operate or is no longer in conformance with the tax abatement agreement, the agreement shall not be in

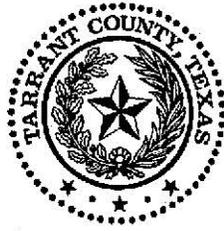
- (4) the dollar amount of contracts awarded to Disadvantaged Business Enterprises;
- (5) detail of actions taken to mitigate any adverse environmental impacts of the project, if applicable; and
- (6) should the dollars, percentages, or actions not meet the original or modified requirements of the abatement agreement, a statement shall be provided explaining the reason for the failure to meet the requirements and a recommended course of rectification.

#### **IX. ASSIGNMENT**

Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of the Commissioners Court, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee are indebted to the County for ad valorem taxes or other obligations.

#### **X. SUNSET PROVISION**

These Guidelines and Criteria are effective on January 1 of the year following the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by the County to determine whether the goals have been achieved. Based on that review, the guidelines and Criteria will be modified, renewed or eliminated. These Guidelines and Criteria may be amended by Commissioners Court at any time during their effective period.



## RESOLUTION

### PARTICIPATION IN TAX ABATEMENT FOR AMERICAN AIRLINES INTEGRATED OPERATIONS CENTER, FORT WORTH

**WHEREAS**, American Airline, Inc., a Delaware corporation duly acting by and through its authorized officers (hereafter referred to as "Company"), plans to construct and equip facilities on real property under its ownership or lease agreement, more particularly described in the Tax Abatement Agreement attached hereto and incorporated herein by reference ("Real Property"), located in the City of Fort Worth; and

**WHEREAS**, the Real Property is located within Tarrant County (the "County"), a political subdivision of the State of Texas, which Real Property is located within the City of Fort Worth; and

**WHEREAS**, the Real Property and all improvements and tangible personal property thereon, whether now existing or hereinafter to be constructed or installed, are subject to ad valorem taxation by the City of Fort Worth and the County; and

**WHEREAS**, the Real Property and all improvements thereon are located in a qualified Enterprise Zone (the "Zone") as set forth in the Texas Government Code, Title 10, Subtitle G, Chapter 2303, a reinvestment zone for the purpose of tax abatement as authorized by Chapter 312 of the Texas Tax Code, as amended (the "Code"); and

**WHEREAS**, the City Council of the City of Fort Worth has adopted Ordinance No. 21289-06-2014 establishing Tax Abatement Reinvestment Zone No. 89, City of Fort Worth, and has approved and authorized the execution and delivery of a Tax Abatement Agreement as it relates to improvements made on the Real Property; and

**WHEREAS**, the Tax Abatement Agreement (the "Agreement") between Tarrant County and Company, provides for the construction and installation of certain improvements at an estimated cost of over \$88,000,000 to be completed by December 31, 2015; and

**WHEREAS**, the Agreement with the Company is conditioned upon specific real and personal property improvements, continued operation of the facility and the addition of new jobs; and

**WHEREAS**, the Commissioners Court has been requested by the Company to take the steps required pursuant to the Code to permit tax abatement with respect to that portion of the Real Property and the improvements thereon which are subject to the taxing jurisdiction of the County, and has further requested that the County enter in the Agreement; and

**WHEREAS**, the County has approved the Tarrant County Tax Abatement Policy Statement Guidelines and Criteria for granting tax abatement in reinvestment zones in Tarrant County;

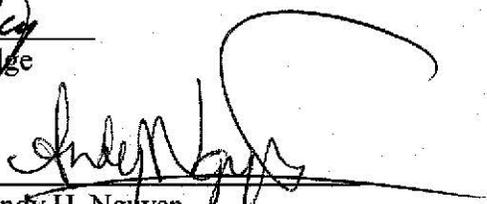
**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** by the Commissioners Court of Tarrant County, Texas:

1. That all recitals set forth in the preamble are hereby found to be true and correct;
2. That the Commissioners Court shall have prudently reviewed each tax abatement agreement approved by a municipality having taxing jurisdiction with respect to property located in the County and within a reinvestment zone designated by such municipality or the state; and according to the adopted guidelines and criteria for tax abatement of the County, shall prudently review and consider each proposed County tax abatement agreement providing participation in tax abatement with a municipality; and shall, solely at its discretion, approve those tax abatement agreements that it finds meet all constitutional and statutory criteria and requirements, and which it finds to be in the best interest of the taxpayers and citizens of the County; and
3. That the Commissioners Court hereby finds that the terms and conditions of the Agreement substantially meet its guidelines and criteria; that the Agreement for the abatement of certain Tarrant County taxes be and is hereby approved; that the County and its Commissioners Court hereby agree to enter into the Agreements as a party thereto; and the County Judge of the County be and is hereby authorized and directed to execute and deliver said Agreement on behalf of the County and its Commissioners Court, substantially in the form attached hereto, and carry out the terms thereof at the appropriate time(s).

**PASSED AND APPROVED, IN OPEN COURT**, this 29<sup>th</sup> day of December, 2015, through Court Order No. 121683.

  
B. Glen Whitley, County Judge

  
Roy C. Brooks  
Commissioner, Precinct 1

  
Andy H. Nguyen  
Commissioner, Precinct 2

  
Gary Fickes  
Commissioner, Precinct 3

  
J.D. Johnson  
Commissioner, Precinct 4

THE STATE OF TEXAS §

Tax Abatement Agreement

COUNTY OF TARRANT §

THIS Agreement is executed by and between AMERICAN AIRLINES, INC., a Delaware corporation (hereafter referred to as "COMPANY"), and TARRANT COUNTY, TEXAS, acting by and through its County Judge or his designee, (hereafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the Tarrant County Commissioners Court has resolved that the COUNTY may elect to participate in tax abatement; and

WHEREAS, the Commissioners Court has adopted a Policy Statement for Tax Abatement, herein contained as Exhibit "E", which constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY; and

WHEREAS, the Premises (as hereafter defined) and the Eligible Property (as hereafter defined) are located in a qualified Enterprise Zone as set forth in the Texas Government Code, Title 10, Subtitle G, Chapter 2303, and further described in Exhibit "C", being a commercial-industrial reinvestment zone for the purpose of tax abatement (the "Zone") as authorized by Chapter 312 of the Texas Tax Code, as amended, ; and

WHEREAS, the City Council of the City of Fort Worth has adopted Ordinance No. 21289-06-2014 (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 89, City of Fort Worth, and has approved and authorized the execution and delivery of a Tax Abatement Agreement as to the Eligible Property thereon, attached hereto as Exhibit "B"; and

WHEREAS, COMPANY submitted an application for tax abatement to the County concerning the contemplated Improvements to the Premises (the "Application for Tax Abatement"), attached hereto and incorporated herein as Exhibit "D"; and

WHEREAS, COMPANY is a major commercial airline engaged in the carrying of passengers and cargo domestically and internationally, and under a lease with Dallas-Fort Worth International Airport, COMPANY is the owner of a leasehold interest in approximately forty-seven (47) acres of tax-exempt property adjacent to COMPANY's current offices at 4700 American Boulevard, more specifically described in Exhibit "A", on which it plans to construct a new Integrated Operations Center; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises, the Eligible Property and the terms of this Agreement are consistent with encouraging development within the Zone;

NOW THEREFORE, the COUNTY and COMPANY, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

**I.**  
**Definitions**

- A. "Added Market Value" is defined as the taxable market value (including taxable leasehold value) of Eligible Property on the Premises above the Base Year Value.
- B. "Base Year Value" is defined as the tax year 2015 taxable value of real property improvements (including taxable leasehold value) and personal property located on the Premises in City of Fort Worth Reinvestment Zone No. 89 on January 1, 2015, as finally determined by the Tarrant Appraisal District.
- C. "Construction Costs" are defined as site development and building costs, including, without limitation, actual construction costs, signage costs, contractor fees, the costs of supplies and materials, engineering fees, architectural fees and other professional costs, and development and permitting fees expended directly in connection with the construction of the Real Property Improvements.
- D. "DBE Companies" are defined as companies who are a Disadvantage Business Enterprise (DBE), and the term "DBE" shall mean:
- i. a corporation formed for the purpose of making a profit and at least 51 percent of all classes of the shares of stock or other equitable securities of which are owned by one or more persons who are socially or economically disadvantaged because of their identification as members of certain groups that have been subject to racial or ethnic prejudice or cultural bias without regard to their qualities as individuals or capabilities as a business, and whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. "DBE" includes the State of Texas definition of historically underutilized businesses (HUBs) as defined in Section 2161.001 of the Texas Government Code, and as it may be updated.
  - ii. a sole proprietorship formed for the purpose of making a profit that is owned, operated, and controlled exclusively by one or more persons described in D.i. above.
  - iii. a partnership that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the partnership is owned by one or more persons described by D.i. above, and in which minority or women partners have proportionate interest in the control, operation, and management of the partnership affairs.
  - iv. a limited liability company that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the company is owned by one or more persons described by D.i. above.
- E. "Effective Date" is defined as the date as of which both the County and Company have executed this Agreement.

- F. "Eligible Property" is defined as Real Property Improvements and Personal Property Improvements delivered to, installed or placed on the Premises through December 31, 2015.
- G. "Job" is defined as a permanent, full-time employment position with COMPANY on the Premises that results in employment of at least forty-hours per week per position. Part-time positions shall not be included in this definition. Outsourced or contracted positions shall not be included in this definition.
- H. "Personal Property Improvements" are defined as tangible personal property (except inventory or supplies) delivered to, installed or located on the Premises.
- I. "Premises" are defined as the real property (land and improvements) as described by metes and bounds in Exhibit "A" which existed on January 1, 2014 within City of Fort Worth Reinvestment Zone No. 89, that are owned or leased by, and/or operated by COMPANY.
- J. "Real Property Improvements" are defined as improvements to the Premises, and shall include structures or fixtures erected or affixed to the Premises.
- K. "Supply and Service Expenditures" are defined as those local discretionary expenditures made by COMPANY directly for the operation and maintenance of Premises and any improvements thereon, excluding utility service costs.
- L. "Tarrant County Companies" are defined as any corporation, partnership, limited liability company or sole proprietorship maintaining an addressed office location within Tarrant County from which such entity conducts all or a substantial part of its business operations within Tarrant County.
- M. "Zone" as used herein is defined as an Enterprise Zone designated by the State of Texas according to Texas Government Code Title 10, Subtitle G, Chapter 2303, and including real property located in Census Tract 1065.17, Block Group 1, as set forth in Exhibit "C".

**II.**  
**General Provisions**

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. Neither the Premises nor any of the Improvements covered by this Agreement are owned or leased by any member of the Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

**III.**  
**Improvement Conditions and Requirements**

- A. COMPANY shall improve the Premises by completing the Eligible Real and Personal Property Improvements in accordance with this Agreement.

- B. COMPANY shall provide for the completion of the Eligible Personal Property not later than December 31, 2015, at a cumulative initial cost of not less than Thirty-Three Million Dollars (\$33,000,000).
- C. COMPANY shall provide for the completion of the Eligible Real Property Improvements consisting of an approximately 149,000 square foot facility, no later than December 31, 2015, having a minimum Construction Cost upon completion of not less than Fifty-Five Million Dollars (\$55,000,000).
- D. COMPANY shall expend or cause to be expended at least fifteen percent (15%) of all Construction Costs of Eligible Real Property Improvements with DBE Companies.
- E. COMPANY shall expend or cause to be expended at least twenty-five percent (25%) of all Construction Costs of Eligible Real Property Improvements with Tarrant County companies.
- F. COMPANY will provide for employment of a least one thousand three hundred (1,300) Jobs on the Premises not later than December 31, 2015.
- G. COMPANY shall operate and maintain on the Premises the Eligible Property as an Integrated Operations Center for the duration of this Agreement.
- H. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations of the City of Fort Worth and/or Tarrant County.
- I. The Premises and all Improvements must conform to all applicable state and federal laws and regulations including those required by the Environmental Protection Agency and Texas Commission on Environmental Quality, including, but not limited to those relating to air pollution and air quality, clean water, and the proper disposal of hazardous materials, waste and biohazards.

**IV.**  
**Abatement Allowed**

- A. As set forth in this section, tax abatement allowed herein shall be for Tarrant County ad valorem real and personal property taxes only, relative to Added Market Value of the Eligible Property located on the Premises, subject to the following terms and conditions.
- B. If the Improvement Conditions and Requirements set forth in Section III herein are met, COUNTY agrees to exempt from taxation up to fifty percent (50%) of the Added Market Value of the Eligible Property in accordance with the various requirements established by terms of this Agreement and to be calculated as set forth below. The abatement period shall be from tax year beginning January 1, 2016 through and including tax year January 1, 2025.
  - 1. Base Abatement - If COMPANY (i.) improves the Premises and adds the required Eligible Property to the Premises as set forth in Section III A., B., C., D., and E. (ii.) adds employment as set forth in Section III. F., (iii.) employs Tarrant County residents for a minimum twenty-five percent (25%) of all Jobs, (iv.) spends a minimum of fifteen percent (15%) of annual Supply and Service

Expenditures with DBE Companies, and (v.) spends a minimum of twenty-five percent (25%) of annual Supply and Service Expenditures with Tarrant County Companies, then COUNTY shall exempt from taxation forty percent (40%) of the Added Market Value of the Eligible Property.

Dollars spent with DBE Companies may also count as dollars spent with Tarrant County Companies, and vice versa, for the purposes of this Section if the DBE Company is also a Tarrant County Company as defined herein.

Failure to meet the minimum cost requirements set forth in Section III. B and C is a condition of Default and shall result in the termination of this Agreement in accordance with Section VII. Failure to meet the requirements for Jobs, Tarrant County resident employment, and use of DBE and Tarrant County Companies for Construction and Supply and Service Expenditures, as set forth in Section III, shall be cause for a reduction in the percentage abatement for any year in which the requirements are not met, as set forth in Section IV.B.2.

## 2. Reduction to Abatement

### a. Employment and Spending Deficiencies

In any year that employment and spending levels do not meet the minimum requirements set forth in Section IV.B.1., the COUNTY shall reduce the Base Abatement percentage for that year as set forth below. Each reduction is separate and individual and may be cumulative in any year.

- i. If the actual number of Jobs falls below the minimum Jobs requirement of one thousand three hundred (1,300) Jobs, the Base Abatement percentage will be reduced by one percent (1%) for each ten (10) Jobs deficiency, for that year.

(Example: Total Jobs of 1,290-1,299, would provide a 1% reduction in abatement for that year.)

- ii. If less than twenty-five percent (25%) of all Jobs are filled by Tarrant County residents, COMPANY will receive a ten percent (10%) reduction for that year.
- iii. If spending with DBE Companies is less than fifteen percent (15%) of total Construction Costs, COMPANY will receive a reduction of one percent (1%) from the Base Abatement for each one percent (1%) spending deficiency, up to a maximum reduction of five percent (5%), for the life of the abatement.
- iv. If spending with Tarrant County Companies is less than twenty-five percent (25%) of total Construction Costs, COMPANY will receive a reduction of one percent (1%) from the Base Abatement for each one percent (1%) spending deficiency, up to a maximum reduction of five percent (5%), for the life of the abatement.

- v. If spending with Tarrant County or DBE Companies for annual Supply and Services Expenditures is less than the minimum requirements set forth in Section IV.B.1.(iv.) and (v.), COMPANY will receive a one percent (1%) reduction in the Base Abatement percentage for each one percent (1%) deficiency from the minimum requirement, up to a maximum reduction of five percent (5%) for that year .

### 3. Additional Percentage Abatement

In any year that COMPANY is eligible to receive all or a portion of the Base Abatement under Sections IV.B.1. and 2., COMPANY may receive up to an additional ten percent (10%) ad valorem tax abatement in any year that COMPANY meets one or more of the additional performance requirements as set forth below.

- a. For total Jobs above One Thousand Three Hundred (1,300), COMPANY will receive an additional one percent (1%) abatement for each twenty (20) Jobs added, up to a maximum of ten percent (10%) additional abatement.

(Example: Total Jobs of 1,320 – 1,339 would provide for an additional 1% abatement for that year.)

- b. For employment of Tarrant County residents for more than sixty-five percent (65%) of all Jobs, COMPANY will receive an additional three percent (3%) abatement.
- c. For use of DBE Companies for greater than twenty-five percent (25%) of the total Construction Costs of the Eligible Real Property Improvements, COMPANY will receive an additional three percent (3%) abatement for the life of the abatement.
- d. For use of Tarrant County Companies for greater than forty percent (40%) of the total Construction Costs of the Eligible Real Property Improvements, COMPANY will receive an additional three percent (3%) abatement for the life of the abatement .

## V.

### Reports, Audits and Inspections

- A. Annual Certification and Reports - Pursuant to state law, COMPANY shall certify annually to taxing units that COMPANY is in compliance with the terms of the tax abatement agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:

- 1. Certification - COMPANY shall complete and certify a Tax Abatement Evaluation Report to be provided by COUNTY for each year of the tax abatement agreement, to be due annually not later than April 30. This certification shall include information supporting job creation and retention requirements, reports on Eligible Property values, costs, and spending on

construction and supply and services, a narrative description of the project's progress, and other submittals required by the tax abatement agreement.

2. Eligible Property Reports - At a minimum, COMPANY shall make available upon request the following information annually on all Eligible Property for which COMPANY will seek tax abatement:
    - a. Property description;
    - b. Asset number;
    - c. Payment date for property located on Premises; and
    - d. Cost.
  3. Eligible Property Reports for Projects in Progress - COMPANY shall provide County, upon request, information on projects in progress for which fixed asset numbers have not been assigned. The report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:
    - a. Description of materials, machinery and equipment;
    - b. Vendor name, invoice date, invoice number and invoice amount; and
    - c. Payment date for property to be located on Premises.
  4. Reports on Equipment Replaced or Removed - Additionally, COMPANY agrees to provide COUNTY, upon request, information on Eligible Property for which COMPANY has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:
    - a. Property description;
    - b. Asset number; and
    - c. Approximate date of disposal.
  5. Report Upon Project Completion - Within one-hundred eighty (180) days of completion of the Eligible Property, COMPANY shall provide COUNTY with a final Eligible Property Report that shall describe all Eligible Property for which the Company is granted tax abatement. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.
  6. Additional Reports - Additionally, throughout the term of this agreement, COMPANY shall furnish COUNTY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - COUNTY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. COUNTY shall notify COMPANY in advance in writing of their intent to audit in order to allow COMPANY adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, COUNTY and the Tarrant Appraisal District (TAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All

inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by COUNTY or TAD to COMPANY, provided, however, that all inspections shall be made with one (1) or more representative(s) of COMPANY present and in accordance with the safety standards of COMPANY.

**VI.**  
**Use of Premises**

The Premises at all times shall be used in a manner that is consistent with the City of Fort Worth zoning ordinances and consistent with the general purpose of encouraging development within the Zone. Company acknowledges that the use of the Premises for a Integrated Operations Center and related activities in accordance with this Agreement is consistent with such purposes.

**VII.**  
**Breach and Recapture**

A. Breach - A breach of this Agreement may result in termination or modification of this Agreement and recapture by COUNTY of taxes which otherwise would have been paid since the execution of this Agreement to COUNTY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, and such taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as provided in Section VII(B). The following conditions shall constitute a breach of this Agreement:

1. COMPANY terminates the use of the Premises by American Airlines, Inc. as an integrated operations center and related activities at any time during the term of the Agreement; or
2. COMPANY fails to meet the Abatement Conditions and Requirements as specified in Section III, A., B., C., G., or H., herein; or
3. COMPANY fails to timely pay, or otherwise allows its ad valorem taxes on any property located within Tarrant County owed to COUNTY to become delinquent.

B. Notice of Breach - In the event that COUNTY makes a reasonable determination that COMPANY has breached this Agreement, then COUNTY shall give COMPANY written notice of such default. COMPANY has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be unilaterally terminated by COUNTY without further notice, and may recapture abated taxes. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to COMPANY at its address provided in Section IX of this Agreement. . Notice is considered complete upon receipt, whether by personal delivery or by certified mail.

C. Recapture - Should COMPANY commit a breach of this Agreement according to items A(1), (2) or (3) of this Section VII, and COMPANY does not cure as provided in VII.B.

above during the cure period, COUNTY may terminate this Agreement and recapture taxes abated for all years during which the breach is committed.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

#### **VIII.**

##### **Effect of Sale or Lease of Property**

The abatement granted by this Agreement shall not be assignable, whether to a new owner or new lessee of all or a portion of the Premises or Eligible Property, unless such assignment is approved in writing by the COUNTY.

#### **IX.**

##### **Notice**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

COMPANY: American Airlines, Inc.  
Attn: Suzanne Turner  
4333 Amon Carter Blvd.  
Fort Worth, TX 76155

*With copies to:*  
American Airlines, Inc.  
Attn: Dave Lewis  
4333 Amon Carter Blvd.  
Fort Worth, TX 76155

COUNTY: Tarrant County  
County Administrator's Office  
100 E. Weatherford  
Fort Worth, Texas 76196

#### **X.**

##### **Commissioners Court Authorization**

This Agreement was authorized by resolution of the Commissioners Court authorizing the County Judge or his designee to execute this Tax Abatement Agreement on behalf of the COUNTY.

**XI.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of COMPANY as approved by COUNTY pursuant to paragraph VIII, above, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIII.**  
**Company's Standing**

Subject to the interpretation of a court of competent jurisdiction of Rule 37, *Texas Rules of Civil Procedure*, COMPANY, as a party to this Agreement, deems itself to be a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and COMPANY shall be entitled to intervene in said litigation.

**XIV.**  
**Applicable Law**

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

**XV.**  
**Indemnification**

It is understood and agreed between the parties that the COMPANY, in performing its obligations hereunder, is acting independently, and COUNTY assumes no responsibility or liability to third parties in connection therewith, and COMPANY agrees to indemnify and hold harmless COUNTY from any such responsibility or liability.

**XVI.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is legally determined to have been delayed by reason of war, Act of God, or fire.

**XVII.**

**Knowing Employment of Undocumented Workers**

COMPANY acknowledges that the COUNTY is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. COMPANY hereby certifies that COMPANY, and any branches, divisions, or departments of COMPANY, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that COMPANY, or any branch, division, or department of COMPANY, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by COMPANY, COMPANY shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the COUNTY, the aggregate amount of the value of the abatement received by COMPANY hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum. COMPANY shall not be considered in violation of this section for any actions of a subsidiary, Affiliate, franchisee of COMPANY or a person or entity with whom COMPANY contracts.

**XVIII.**

**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XIX.**

**Recordation of Agreement**

A certified copy of this Agreement in recordable form shall be recorded by COMPANY in the Deed Records of Tarrant County, Texas.

**XX.**

**Signatories**

This Agreement is effective and binding on those parties that have duly signed below.

**XXI.**

**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXII.**

**Successors and Assigns**

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of COUNTY and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, and subject to the approval of COUNTY as provided by paragraph VIII, above, the COMPANY may assign this Agreement to any entity which is an affiliate of COMPANY, in which case the benefits and obligations under this Agreement shall apply to the property and premises owned by such assignee, subject to the full, accurate, and complete disclosure of all interested parties as required by § 2252.908, Texas Government Code, and the completion and proper filing of Texas Ethics Commission Form 1295 as required by law.

For purposes of the Section, an affiliate shall mean any entity which is related to COMPANY through direct or indirect common ownership or control.

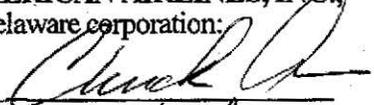
**XXIII.**

**Termination**

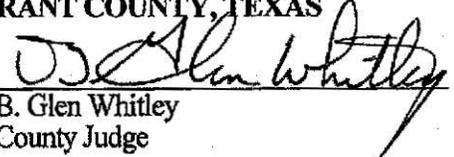
This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; provided however, that the period of abatement may not extend beyond ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date written below.

AMERICAN AIRLINES, INC.,  
a Delaware corporation:

By:   
Name: CHUCK ALLEN  
Title: MO - GOV'T AFFAIRS  
Date: 12/29/2015

TARRANT COUNTY, TEXAS

By:   
B. Glen Whitley  
County Judge

Date: December 29th 2015

ATTEST:

Walter Campos  
Deputy County Clerk

APPROVED AS TO FORM\*:

Vince Cruz, Jr.  
Asst. District Attorney

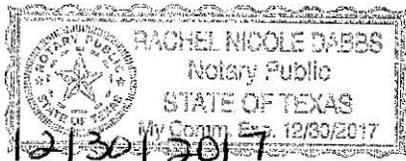
*\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form only, from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.*

THE STATE OF Texas §  
COUNTY OF Tarrant §

American Airlines Inc.  
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chuck Allen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **American Airlines, Inc.**, and as the MD-GOV'T AFFAIRS thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of December, 2015.



My Commission Expires

Rachel Nicole Dabbs

Notary Public in and for  
The State of Texas

Rachel Nicole Dabbs

Notary's Printed Name

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

Tarrant County, Texas  
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **B. GLEN WHITLEY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **TARRANT COUNTY, TEXAS**, as the **County Judge** thereof, pursuant to the approval and authority of the Commissioners Court, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day  
of December, 2015.

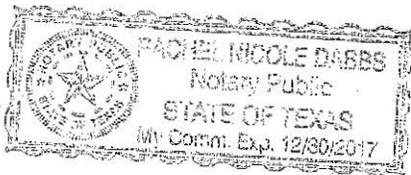
Rachel Nicole Dabbs

Notary Public in and for  
The State of Texas

Rachel Nicole Dabbs

Notary's Printed Name

12/30/2017  
My Commission Expires



**EXHIBIT "A"**  
**DESCRIPTION OF PREMISES**

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

THENCE, South 20 degrees, 03 minutes, 49 seconds West, a distance of 109.50 feet to a point for corner;

THENCE, North 87 degrees, 59 minutes, 54 seconds West, a distance of 404.23 feet to a point for corner;

THENCE, North 01 degrees, 07 minutes, 30 seconds East, a distance of 200.63 feet to a point for corner;

THENCE, North 33 degrees, 30 minutes, 39 seconds East, a distance of 54.53 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 103.75 feet to a point for corner;

THENCE, North 33 degrees, 04 minutes, 21 seconds East, a distance of 60.72 feet to a point for corner;

THENCE, North 00 degrees, 57 minutes, 56 seconds East, a distance of 114.49 feet to a point for corner;

THENCE, North 33 degrees, 33 minutes, 15 seconds East, a distance of 50.92 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 109.32 feet to the POINT OF BEGINNING;

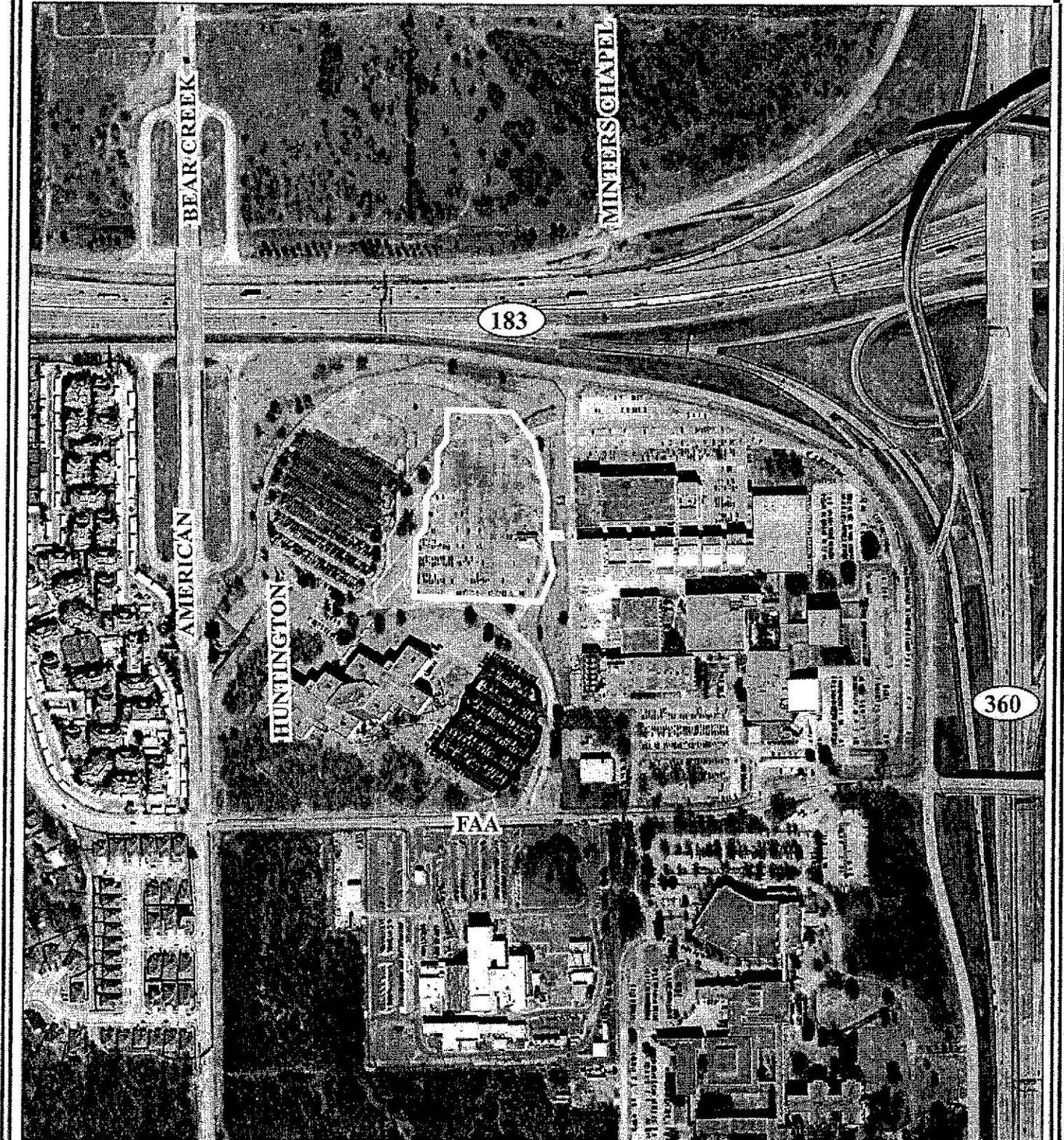
CONTAINING, 265,084 square feet or 6.086 acres of land, more or less.

At the public hearing, interested persons will be entitled to speak about or present evidence for or against designation of such property as a tax abatement reinvestment zone. Following closure of the public hearing, the City Council will consider the adoption of an ordinance that designates the above-described property as Tax Abatement Reinvestment Zone Number Eighty-Nine, City of Fort Worth, Texas.

For additional information, contact the City's Housing & Economic Development Department by telephone at 817-212-2663 or in writing at 1000 Throckmorton Street, Fort Worth, Texas 76102.

Fort WORTH

American Airlines  
Adjacent to 4700 American Blvd  
Fort Worth, Texas 76155



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N

**EXHIBIT "B"**

**CITY OF FORT WORTH TAX ABATEMENT AGREEMENT  
AND APPLICABLE ORDINANCES**

STATE OF TEXAS §

COUNTY OF TARRANT §

**TAX ABATEMENT AGREEMENT**

This **TAX ABATEMENT AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF FORT WORTH, TEXAS** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **AMERICAN AIRLINES, INC.** (“**Company**”), a Delaware corporation.

**RECITALS**

A. On June 12, 2012, the City Council of the City of Fort Worth (“**City Council**”) adopted a “**General Tax Abatement Policy**” through Resolution No. 4096-06-2012, as amended on May 13, 2014 by Resolution No. 4319-05-2014 and then superseded effective June 22, 2014 by Resolution No. 4322-05-2014, all stating and confirming that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various third parties (collectively, the “**Policy**”), which Policy is incorporated herein by reference and hereby made a part of this Agreement for all purposes.

B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”).

C. On June 10, 2014, the City Council adopted Ordinance No. 21289-06-2014 (the “**Ordinance**”) establishing Tax Abatement Reinvestment Zone No. 89, City of Fort Worth, Texas (the “**Zone**”).

D. Company is a major commercial airline engaged in the carrying of passengers and cargo domestically and internationally. Company’s corporate headquarters are located in the City. Company also owns approximately 47 acres of property in the City that is adjacent to Company’s current Southern Reservations Office at 4700 American Boulevard and is more specifically described in Exhibit “A”, attached hereto and hereby made a part of this Agreement for all purposes (the “**Land**”). Company wishes to expand its operations with the development of a new Integrated Operations Center (the “**Project**”) and is interested in locating the Project on the Land.

E. At a minimum, the Project is anticipated to involve the expenditure of at least \$55 million in real property improvements to the Land and to result in the installation of at least \$33 million in taxable business personal property on the Land. In

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addition, once the Project is completed, Company is expected to provide at least 1,300 jobs on the Land, with a certain number of those jobs held by Fort Worth and Central City residents. In order to encourage Company to undertake the Project on the Land, the City has offered Company a fifteen (15) year economic development incentive consisting of (i) a one (1)-year real and personal property tax abatement, as governed by this Agreement, and (ii) an Economic Development Program Grant Agreement that provides for the City to pay fourteen (14) annual economic development grants to Company, as authorized by Chapter 380 of the Texas Local Government Code and governed by that certain Economic Development Program Grant Agreement to be by and between the City and Company, as authorized by the City Council's approval during its regular meeting on June 10, 2014 of agenda item M&C C-C-26830 (the "**Economic Development Program Agreement**").

F. On May 27, 2014 Company submitted an application for tax abatement to the City concerning the Project (the "**Application**"), which Application is attached hereto as **Exhibit "B"** and hereby made a part of this Agreement for all purposes.

G. The contemplated Project and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy and other applicable laws, ordinances, rules and regulations.

H. The provisions of this Agreement, and the proposed use of the Land and nature of the Project, satisfy the eligibility criteria for commercial/industrial business expansion tax abatement pursuant to Section 6.2 of the Policy.

I. Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, has been furnished in the manner prescribed by the Code to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **1. INCORPORATION OF RECITALS.**

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the parties have entered into this Agreement.

2. **DEFINITIONS.**

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

**Abatement** means the abatement of a percentage (calculated in accordance with this Agreement, and not to exceed eighty-five percent (85%) of the City's ad valorem taxes on the value of any improvements on the Land (and not on the Land itself) over their values for the 2014 tax year, which collectively is Three Thousand Fifty-Nine and 73/100 Dollars (\$3,059.73), and on the value of New Taxable Tangible Personal Property over its value for the 2014 tax year, if any.

**Affiliate** means all entities, incorporated or otherwise, under common control with, controlled by or controlling Company. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

**Application** has the meaning ascribed to it in Recital F.

**Central City** means that area in the corporate limits of the City within Loop 820 (i) consisting of all Community Development Block Grant ("CDBG") eligible census block groups; (ii) all state-designated enterprise zones; and (iii) all census block groups that are contiguous by seventy-five percent (75%) or more of their perimeter to CDBG-eligible block groups or enterprise zones, as well as any CDBG-eligible block in the corporate limits of the City outside Loop 820, as more specifically depicted in the map of **Exhibit "C"**, attached hereto and hereby made a part of this Agreement for all purposes.

**Central City Employment Commitment** has the meaning ascribed to it in Section 4.5.3.

**Central City Employment Percentage** has the meaning ascribed to it in Section 5.2.6.

**Central City Resident** means an individual whose primary residence is at a location within the Central City.

**Certificate of Completion** has the meaning ascribed to it in Section 5.1.

**Completion Date** means the date as of which a final certificate of occupancy has been issued by the City for all of the occupiable improvements comprising the Project.

**Completion Deadline** means December 31, 2015.

**Construction Costs** means actual site development and construction costs expended by Company for the Project, including directly-related contractor fees, costs of construction labor and costs of supplies and materials, plus engineering fees, architectural

and other design fees, and permit fees paid by Company for the Project. Construction Costs specifically excludes any property acquisition costs.

**Director** means the director of the City's Housing and Economic Development Department.

**Economic Development Program Agreement** has the meaning ascribed to it in Recital F.

**Effective Date** has the meaning ascribed to it in Section 3.

**Fort Worth Certified M/WBE Company** means a minority or woman-owned business that has received certification as either a minority business enterprise (MBE), a woman business enterprise (WBE) or a disadvantaged business enterprise (DBE) by the North Central Texas Regional Certification Agency (NCTRCA) and that has a principal business office located within the corporate limits of the City that performs a commercially useful function and that provides the services for which Company is seeking credit under this Agreement.

**Fort Worth Company** means a business that has a principal office located within the corporate limits of the City that performs a commercially useful function and that provides the services for which Company is seeking credit under this Agreement.

**Fort Worth Construction Commitment** has the meaning ascribed to it in Section 4.3.

**Fort Worth Construction Percentage** has the meaning ascribed to it in Section 5.2.2.

**Fort Worth Employment Commitment** has the meaning ascribed to it in Section 4.5.2.

**Fort Worth Employment Percentage** has the meaning ascribed to it in Section 5.2.5.

**Fort Worth Resident** means an individual whose primary residence is at a location within the corporate limits of the City.

**Fort Worth Supply and Service Percentage** has the meaning ascribed to it in Section 5.2.7.

**Fort Worth Supply and Service Spending Commitment** has the meaning ascribed to it in Section 4.6.1.

**Full-time Job** means a job provided on the Land by Company to one (1) individual, whether new or retained, by Company on the Land for at least forty (40) hours

per week or such other measurement used to define full-time employment by Company in accordance with its then-current personnel policies and regulations.

Land has the meaning ascribed to it in Recital D.

M/WBE Construction Commitment has the meaning ascribed to it in Section 4.4.

M/WBE Construction Percentage has the meaning ascribed to it in Section 5.2.3.

M/WBE Supply and Service Percentage has the meaning ascribed to it in Section 5.2.8.

M/WBE Supply and Service Spending Commitment has the meaning ascribed to it in Section 4.6.2.

New Taxable Tangible Personal Property means any personal property other than inventory or supplies that (i) is subject to ad valorem taxation by the City; (ii) is located on the Land; (iii) is owned or leased by Company; and (iv) was not located in the City prior to the Effective Date of this Agreement.

Ordinance has the meaning ascribed to it in Recital C.

Overall Employment Commitment has the meaning ascribed to it in Section 4.5.1.

Overall Employment Percentage has the meaning ascribed to it in Section 5.2.4.

Overall Project Percentage has the meaning ascribed to it in Section 5.2.1.

Policy has the meaning ascribed to it in Recital A.

Project has the meaning ascribed to it in Recital D.

Records has the meaning ascribed to it in Section 4.9.

Supply and Service Expenditures means those local discretionary expenditures made by Company directly for the operation and maintenance of the Land and any improvements thereon, excluding any electricity, gas, water and other utility service costs.

Term has the meaning ascribed to it in Section 3.

Zone has the meaning ascribed to it in Recital C.

3. **TERM.**

This Agreement will be effective on the date as of which both the City and Company have executed this Agreement (the "Effective Date") and, unless terminated earlier in accordance with its terms and conditions, will expire on December 31, 2016 (the "Term").

4. **COMPANY'S OBLIGATIONS AND COMMITMENTS.**

4.1. **Real Property Improvements.**

In accordance with the terms and conditions of this Agreement, Company must have expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date. The Completion Date must occur on or before the Completion Deadline.

4.2. **Installation of Tangible Personal Property.**

New Taxable Tangible Personal Property having a value of at least Thirty-three Million Dollars (\$33,000,000.00) must be in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year.

4.3. **Construction Spending Commitment for Fort Worth Companies.**

By the Completion Date, Company must have expended or caused to be expended with Fort Worth Companies at least the greater of (i) Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000.00) in Construction Costs for the Project or (ii) twenty-five percent (25%) of all Construction Costs for the Project, regardless of the total amount of such Construction Costs (the "Fort Worth Construction Commitment").

4.4. **Construction Spending Commitment for Fort Worth Certified M/WBE Companies.**

By the Completion Date, Company must have expended or caused to be expended with Fort Worth Certified M/WBE Companies at least the greater of (i) Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000.00) in Construction Costs for the Project or (ii) twenty-five percent (25%) of all Construction Costs for the Project, regardless of the total amount of such Construction Costs (the "M/WBE Construction Commitment"). Dollars spent with Fort Worth Certified M/WBE Companies will also count as dollars spent

with Fort Worth Companies for purposes of measuring the Fort Worth Construction Commitment outlined in Section 4.3.

**4.5. Employment Commitments.**

**4.5.1. Overall Employment.**

Company must provide and fill at least 1,300 Full-time Jobs on the Land on or before the Completion Deadline (the "**Overall Employment Commitment**"). Determination of compliance with the Overall Employment Commitment will be based on Company's employment data as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), which will be verified on the basis of the employment report submitted by Company to the City in accordance with Section 4.7.2.

**4.5.2. Employment Commitment for Fort Worth Residents.**

On or before the Completion Deadline, Company must provide and fill at least the greater of (i) 195 Full-time Jobs on the Land or (ii) fifteen percent (15%) of all Full-time Jobs provided on the Land, regardless of the total number of such Full-time Jobs, with Fort Worth Residents (the "**Fort Worth Employment Commitment**"). Determination of compliance with the Fort Worth Employment Commitment will be based on Company's employment data as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), which will be verified on the basis of the employment report submitted by Company to the City in accordance with Section 4.7.2. Full-time Jobs held by Fort Worth Residents will also count as Full-time Jobs for purposes of measuring the Overall Employment Commitment outlined in Section 4.5.1.

**4.5.3. Employment Commitment for Central City Residents.**

On or before the Completion Deadline, Company must provide and fill at least the greater of (i) 65 Full-time Jobs on the Land or (ii) five percent (5%) of all Full-time Jobs provided on the Land, regardless of the total number of such Full-time Jobs, with Central City Residents (the "**Central City Employment Commitment**"). Determination of compliance with the Central City Employment Commitment will be based on Company's employment data as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), which will be verified on the basis of the employment report submitted by Company to the City in accordance with Section 4.7.2. Full-time Jobs held by Central City Residents will also count as Full-time Jobs for purposes of measuring the Fort Worth Employment Commitment

outlined in Section 4.5.2 and the Overall Employment Commitment outlined in Section 4.5.1.

**4.6. Supply and Service Spending Commitments.**

**4.6.1. For Fort Worth Companies.**

During the 2015 calendar year Company must make at least the greater of (i) One Hundred Fifty Thousand Dollars (\$150,000.00) in Supply and Service Expenditures or (ii) thirty percent (30%) of all Supply and Service Expenditures made in the 2015 calendar year, regardless of the total amount of such Supply and Service Expenditures, with Fort Worth Companies (the "Fort Worth Supply and Service Spending Commitment").

**4.6.2. For Fort Worth Certified M/WBE Companies.**

During the 2015 calendar year Company must make at least the greater of (i) One Hundred Twenty-five Thousand Dollars (\$125,000.00) in Supply and Service Expenditures or (ii) twenty-five percent (25%) of all Supply and Service Expenditures made in the 2015 calendar year, regardless of the total amount of such Supply and Service Expenditures, with Fort Worth Certified M/WBE Companies (the "M/WBE Supply and Service Spending Commitment"). Dollars spent with Fort Worth Certified M/WBE Companies will also count as dollars spent with Fort Worth Companies for purposes of measuring the Fort Worth Supply and Service Spending Commitment outlined in Section 4.6.1.

**4.7. Reports and Filings.**

**4.7.1. Construction Spending Reports.**

**4.7.1.1. Monthly Reports.**

From the Effective Date until the Completion Date, Company must provide the Director with a monthly report in a form reasonably acceptable to the Director that specifically outlines the then-current aggregate Construction Costs expended by and on behalf of Company for the Project as well as the then-current aggregate Construction Costs expended by and on behalf of Company for the Project with Fort Worth Companies and with Fort Worth Certified M/WBE Companies. Company agrees to meet with the City's M/WBE Office as reasonably necessary for assistance in meeting or exceeding the M/WBE Construction Commitment and to address any related concerns that the City may have.

**4.7.1.2. Final Construction Report.**

Within thirty (30) calendar days following the Completion Date, in order for the City to assess whether Company satisfied the requirements of Section 4.1 and the extent to which Company met the Fort Worth Construction Commitment and the M/WBE Construction Commitment, Company will provide the Director with a report in a form reasonably acceptable to the Director that specifically outlines (i) the total Construction Costs expended by the Completion Date by and on behalf of Company for the Project; (ii) the total Construction Costs expended with Fort Worth Companies by the Completion Date by and on behalf of Company for the Project; and (iii) the total Construction Costs expended with Fort Worth Certified M/WBE Companies by the Completion Date by and on behalf of Company for the Project, together with supporting invoices and other documents necessary to demonstrate that such amounts were actually paid, including, without limitation, final lien waivers signed by the general contractor.

**4.7.2. Employment Report.**

On or before February 1, 2016, in order for the City to assess the degree to which the Overall Employment Commitment, the Fort Worth Employment Commitment and the Central City Employment Commitment were met, Company must provide the Director with a report in a form reasonably acceptable to the Director that sets forth the total number of individuals, the total number of Fort Worth Residents, and the total number of Central City Residents who held Full-time Jobs provided by Company on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company), together with reasonable supporting documentation.

**4.7.3. Supply and Service Spending Report.**

On or before February 1, 2016, in order for the City to assess the degree to which Company met the Fort Worth Supply and Service Spending Commitment and the M/WBE Supply and Service Spending Commitment for the 2015 calendar year, Company must provide the Director with a report in a form reasonably acceptable to the Director that sets forth the aggregate Supply and Service Expenditures made during the 2015 calendar year with Fort Worth Companies and with Fort Worth Certified M/WBE Companies, together with reasonable supporting documentation.

**4.7.4. General.**

Company must supply any additional information reasonably requested by the City that is pertinent to the City's evaluation of compliance with each of the terms and conditions of this Agreement.

**4.8. Inspections.**

At any time during Company's normal business hours throughout the Term and following reasonable notice to Company, the City will have the right to inspect and evaluate the Land, and any improvements thereon, and Company will provide full access to the same, in order for the City to monitor compliance with the terms and conditions of this Agreement. Company will cooperate fully with the City during any such inspection and evaluation. Notwithstanding the foregoing, Company shall have the right to require that any representative of the City be escorted by a Company representative or security personnel during any such inspection and evaluation.

**4.9. Audits.**

The City will have the right throughout the Term to audit the financial and business records and any other documents of Company that relate to the Project or that are otherwise necessary to evaluate Company's compliance with this Agreement or with the commitments set forth in this Agreement, including, but not limited to construction documents and invoices (collectively "Records"). Company must make all Records available to the City on the Land or at another location in the City acceptable to both parties following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

**4.10. Use of Land.**

The Land must be used as an Integrated Operations Center for Company from and at all times following the Completion Date and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone.

**4.11. Abatement Application Fee.**

The City acknowledges receipt from Company of the required Application fee of Five Thousand Dollars (\$5,000.00). Of such amount, Two Thousand Dollars (\$2,000.00) is nonrefundable and will be used by the City for the purposes set forth in the Policy. If construction work on the Project begins within one (1) year from the date of the Application, the remaining Three Thousand Dollars (\$3,000.00) of such fee will be credited to Company's benefit against any permit, impact, inspection or other lawful fee required by the City in connection with the

Project. If construction work under the Project does not begin within one (1) year from the date of the Application, Company will not receive a credit or refund of any portion of the fee. Any Application fee funds that remain uncredited as of the Completion Date will be refunded to Company provided that, in accordance with the Policy, Company submits a written request to the City for such a refund within ninety (90) calendar days of the Completion Date.

**5. CITY OBLIGATIONS.**

**5.1. Issuance of Certificate of Completion for the Project.**

Within ninety (90) calendar days following receipt by the City of the final construction spending report for the Project, as required by Section 4.7.1.2, and assessment by the City of the information contained therein pursuant to Sections 4.8 and 4.9, if the City is able to verify that Company expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date, and that the Completion Date occurred on or before the Completion Deadline, the Director will issue Company a certificate stating the aggregate amount of Construction Costs expended for the Project, as well as the aggregate Construction Costs expended for the Project specifically with Fort Worth Companies and Fort Worth Certified M/WBE Companies (the "Certificate of Completion"). The Certificate of Completion will serve as the basis for determining whether Company met the requirements of Section 4.1 and the extent to which Company met the Fort Worth Construction Commitment and the M/WBE Construction Commitment.

**5.2. Tax Abatement.**

Subject to the terms and conditions of this Agreement, provided that (i) Company expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date, and the Completion Date occurred on or before the Completion Deadline, both as confirmed by the City in the Certificate of Completion issued by the Director in accordance with Section 5.1, and (ii) New Taxable Tangible Personal Property having a value of at least Thirty-three Million Dollars (\$33,000,000.00) was in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year, Company will be entitled to receive an Abatement for the 2016 tax year. The overall percentage of the Abatement will equal the sum of the Overall Project Percentage, the Fort Worth Construction Percentage, the M/WBE Construction Percentage, the Overall Employment Percentage, the Fort Worth Employment Percentage, the Central City Employment Percentage, the Fort Worth Supply and Service Percentage, and the M/WBE Supply and Service Percentage, as defined in Sections 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, and 5.2.8, respectively, as follows:

**5.2.1. Completion of Project (30%).**

If (i) Company expended at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date, and the Completion Date occurred on or before the Completion Deadline, as confirmed by the City in the Certificate of Completion issued by the Director in accordance with Section 5.1, and (ii) New Taxable Tangible Personal Property having a value of at least Thirty-three Million Dollars (\$33,000,000.00) was in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year, Company will be entitled to receive a percentage of the Abatement equal to thirty percent (30%) (the "Overall Project Percentage").

**5.2.2. Fort Worth Construction Cost Spending (Up to 10%).**

A percentage of the Abatement will be based on the extent to which the Fort Worth Construction Commitment, as outlined in Section 4.3, was met (the "Fort Worth Construction Percentage"). The Fort Worth Construction Percentage will equal the product of ten percent (10%) multiplied by the percentage by which the Fort Worth Construction Commitment was met, which will be calculated by dividing the actual Construction Costs expended by the Completion Date with Fort Worth Companies for the Project by the number of dollars comprising the Fort Worth Construction Commitment, as determined in accordance with Section 4.3. For example, if Company expends \$60,000,000.00 in Construction Costs for the Project by the Completion Date, the Fort Worth Construction Commitment will be \$15,000,000.00 (25% of \$60,000,000.00). In this scenario, if only \$12,000,000.00 in Construction Costs were expended with Fort Worth Companies by the Completion Date, the Fort Worth Construction Percentage would be 8% instead of 10% (or  $.10 \times [\$12 \text{ million}/\$15 \text{ million}]$ , or  $.10 \times .80$ , or  $.08$ ). If the Fort Worth Construction Commitment was met or exceeded, the Fort Worth Construction Percentage will be ten percent (10%).

**5.2.3. Fort Worth M/WBE Construction Cost Spending (Up to 10%).**

A percentage of the Abatement will be based on the extent to which the M/WBE Construction Commitment, as outlined in Section 4.4, was met (the "M/WBE Construction Percentage"). The M/WBE Construction Percentage will equal the product of ten percent (10%) multiplied by the percentage by which the M/WBE Construction Commitment was met, which will be calculated by dividing the actual Construction Costs expended by the Completion Date with Fort Worth

Certified M/WBE Companies for the Project by the number of dollars comprising the M/WBE Construction Commitment, as determined in accordance with Section 4.4. If the M/WBE Construction Commitment was met or exceeded, the M/WBE Construction Commitment will be ten percent (10%).

**5.2.4. Overall Employment (Up to 15%).**

A percentage of the Abatement will be based on the extent to which the Overall Employment Commitment, as outlined in Section 4.5.1, was met (the "**Overall Employment Percentage**"). The Overall Employment Percentage will equal the product of fifteen percent (15%) multiplied by the percentage by which the Overall Employment Commitment was met, which will be calculated by dividing the actual number of Full-time Jobs provided and filled on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company) by 1,300, which is the number of Full-time Jobs constituting the Overall Employment Commitment. For example, if only 1,040 Full-time Jobs were provided on the Land as of the Completion Deadline, the Overall Employment Percentage would be 12% instead of 15% (or  $.15 \times [1,040/1,300]$ ), or  $.15 \times .80$ , or  $.12$ . If the Overall Employment Commitment was met or exceeded, the Overall Employment Percentage will be fifteen percent (15%).

**5.2.5. Fort Worth Employment (Up to 10%).**

A percentage of the Abatement will be based on the extent to which the Fort Worth Employment Commitment, as outlined in Section 4.5.2, was met (the "**Fort Worth Employment Percentage**"). The Fort Worth Employment Percentage will equal the product of ten percent (10%) multiplied by the percentage by which the Fort Worth Employment Commitment was met, which will be calculated by dividing the actual number of Full-time Jobs provided on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company) that were filled with Fort Worth Residents by the number of Full-time Jobs comprising the Fort Worth Employment Commitment, as determined in accordance with Section 4.5.2. For example, if Company provided 1,500 Full-time Jobs on the Land by the Completion Deadline, the Fort Worth Employment Commitment would be 225 Full-time Jobs (15% of 1,500). In this scenario, if only 195 Full-time Jobs provided on the Land as of the Completion Deadline were filled with Fort Worth Residents, the Fort Worth Employment Percentage would be 8.67% instead of 10% (or  $.10 \times [195/225]$ ), or  $.10 \times .866$ , or  $.086$ ). If the Fort Worth Employment

Commitment was met or exceeded, the Fort Worth Employment Percentage will be ten percent (10%).

**5.2.6. Central City Employment (Up to 5%).**

A percentage of the Abatement will be based on the extent to which the Central City Employment Commitment, as outlined in Section 4.5.3, was met (the "Central City Employment Percentage"). The Central City Employment Percentage will equal the product of five percent (5%) multiplied by the percentage by which the Central City Employment Commitment was met, which will be calculated by dividing the actual number of Full-time Jobs provided on the Land as of the Completion Deadline (or such other date in the 2015 calendar year that is mutually acceptable to both the City and Company) that were filled with Central City Residents by the number of Full-time Jobs comprising the Central City Employment Commitment, as determined in accordance with Section 4.5.3. If the Central City Employment Commitment was met or exceeded, the Central City Employment Percentage will be five percent (5%).

**5.2.7. Fort Worth Supply and Service Spending (Up to 2.5%).**

A percentage of the Abatement will be based on the extent to which the Fort Worth Supply and Service Spending Commitment, as outlined in Section 4.6.1, was met (the "Fort Worth Supply and Service Percentage"). The Fort Worth Supply and Service Percentage will equal the product of two and one-half percent (2.5%) multiplied by the percentage by which the Fort Worth Supply and Service Spending Commitment was met, which will be calculated by dividing the amount of Supply and Service Expenditures made with Fort Worth Companies during the 2015 calendar year by One Hundred Fifty Thousand Dollars (\$150,000.00), which is the number of dollars comprising the Fort Worth Supply and Service Spending Commitment. For example, if Company made only \$120,000.00 in Supply and Service Expenditures during the 2015 calendar year, the Fort Worth Supply and Service Percentage would be 2% instead of 2.5% (or  $.25 \times [\$120,000/\$150,000]$ , or  $.025 \times .80$ , or  $.02$ ). If the Fort Worth Supply and Service Spending Commitment was met or exceeded, the Fort Worth Supply and Service Percentage will be two and one-half percent (2.5%).

**5.2.8. M/WBE Supply and Service Spending (Up to 2.5%).**

A percentage of the Abatement will be based on the extent to which the M/WBE Supply and Service Spending Commitment, as outlined in Section 4.6.2, was met (the "M/WBE Supply and Service Percentage"). The M/WBE Supply and Service Percentage will equal the

product of two and one-half percent (2.5%) multiplied by the percentage by which the M/WBE Supply and Service Spending Commitment was met, which will be calculated by dividing the amount of Supply and Service Expenditures made with Fort Worth Certified M/WBE Companies during the 2015 calendar year by One Hundred Twenty-five Thousand Dollars (\$125,000.00), which is the number of dollars comprising the M/WBE Supply and Service Spending Commitment. If the M/WBE Supply and Service Spending Commitment was met or exceeded, the M/WBE Supply and Service Percentage will be two and one-half percent (2.5%).

**5.2.9. No Offsets.**

A deficiency in attainment of one commitment may not be offset by the exceeding attainment in another commitment. For example, if Company failed to meet the M/WBE Construction Commitment by \$5,000.00, but exceeded the Fort Worth Construction Commitment by \$5,000.00, the percentage of Abatement available hereunder would still be reduced in accordance with Section 5.2.3 on account of Company's failure to meet the M/WBE Construction Spending Commitment.

**5.2.10. No Abatement Limitation.**

The Abatement provided under this Agreement will not be subject to the limitations specified by Section 11.5 of the Policy.

**5.3. Fee Waivers.**

Company and its contractors will be required to apply for and receive all permits and other licenses and certificates required by the City with respect to the Project. However, because the City Council has found that development of the Zone as outlined in the Ordinance will help achieve the public purpose of assisting in the development and diversification of the economy and the elimination of unemployment consistent with Article 3, Section 52-a of the Texas Constitution, the City hereby agrees to waive the following fees related to the Project that are not credited in accordance with Section 4.11 of this Agreement: (i) all building permit, plan review, inspection and re-inspection fees; (ii) all zoning fees; (iii) all temporary encroachment fees; (iv) all platting fees; and (v) all fire, sprinkler and alarm permit fees.

**6. DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.**

**6.1. Failure to Complete Project.**

If (i) Company failed to expend at least Fifty-five Million Dollars (\$55,000,000.00) in Construction Costs for the Project by the Completion Date; (ii) the Completion Date did not occur on or before the Completion Deadline; or (iii) New Taxable Tangible Personal Property having a cost of at least Thirty-three Million Dollars (\$33,000,000.00) was not in place on the Land by January 1, 2016, as determined solely by the appraisal district having jurisdiction over the Land at that time and reflected in the certified appraisal roll received by the City from that appraisal district for the 2016 tax year, the City shall have the right to terminate this Agreement by providing written notice to Company without further obligation to Company hereunder.

**6.2. Failure to Submit Reports.**

If Company fails to submit any report or information to the City pursuant to and in accordance with the provisions of Section 4.7, the City shall notify Company in writing. Company will have thirty (30) calendar days from the date of such notice to provide the City with any such report or information in full. If the City has not received the report or information in full within such thirty (30) calendar days, the City will have the right to terminate this Agreement by providing written notice to Company without further obligation to Company hereunder.

**6.3. Failure to Pay City Taxes.**

An event of default shall occur under this Agreement if any City taxes owed by Company or an Affiliate or arising on account of Company's or an Affiliate's operations on the Land become delinquent and Company or the Affiliate does not either pay such taxes or properly follow the legal procedures for protest and/or contest of any such taxes. In this event, the City shall notify Company in writing and Company shall have thirty (30) calendar days to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity.

**6.4. Violations of City Code, State or Federal Law.**

An event of default shall occur under this Agreement if any written citation is issued to Company or an Affiliate due to the occurrence of a violation of a material provision of the City Code on the Land or on or within any improvements thereon (including, without limitation, any violation of the City's

Building or Fire Codes and any other City Code violations related to the environmental condition of the Land; the environmental condition of other land or waters which is attributable to operations on the Land; or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the City is notified by a governmental agency or unit with appropriate jurisdiction that Company or an Affiliate, or any successor in interest thereto; any third party with access to the Land pursuant to the express or implied permission of Company or an Affiliate, or any successor in interest thereto; or the City (on account of the Project or the act or omission of any party other than the City on or after the effective date of this Agreement) is declared to be in violation of any material state or federal law, rule or regulation on account of the Land, improvements on the Land or any operations thereon (including, without limitation, any violations related to the environmental condition of the Land; the environmental condition of other land or waters which is attributable to operations on the Land; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, the City shall notify Company in writing, and Company shall have (i) thirty (30) calendar days to cure such default or (ii) if Company has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity.

**6.5. Knowing Employment of Undocumented Workers.**

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. *Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the amount of Abatement received by Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum based on the amount of Abatement received as of December 31 of the tax year in which the Abatement was granted..*

For the purposes of this Section 6.5, "Simple Interest" is defined as a rate of interest applied only to an original value, in this case the amount of Abatement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received and is not applied to interest calculated. For example, if the aggregate amount of Abatement received by Company is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be  $\$10,000 + [5 \times (\$10,000 \times 0.04)]$ , which is \$12,000. This Section 6.5 does not apply to convictions of any Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts. Notwithstanding anything to the contrary herein, this Section 6.5 shall survive the expiration or termination of this Agreement.

**6.6. Sale or Conveyance of Land to a Third Party.**

In accordance with Section 312.204(a) of the Code, Company's eligibility for the Abatement is contingent on Company's ownership of the Land. If Company sells or otherwise conveys record ownership of the Land to any other person or entity, and this Agreement has not been assigned to that person or entity in accordance with Section 10 of this Agreement, this Agreement will terminate on the effective date of the sale or conveyance.

**6.7. General Breach.**

Unless stated elsewhere in this Agreement, Company shall be in default under this Agreement if Company breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement (or, if Company has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the City shall have the right to terminate this Agreement immediately by providing written notice to Company.

**6.8. Failure to Meet Construction Cost Spending, Employment, or Supply and Service Spending Commitments.**

A failure to meet the Fort Worth Construction Commitment, the M/WBE Construction Commitment, the Overall Employment Commitment, the Fort Worth Employment Commitment, the Central City Employment Commitment, the Fort Worth Supply and Service Spending Commitment, or the M/WBE Supply and Service Spending Commitment will not constitute a default hereunder or provide the City with the right to terminate this Agreement, but, rather, will only cause the percentage of Abatement available to Company pursuant to this Agreement to be reduced in accordance with this Agreement.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company will operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the City. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Company further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

8. INDEMNIFICATION.

**COMPANY, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO COMPANY'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO THE PROJECT; THE LAND AND ANY OPERATIONS AND ACTIVITIES THEREON; OR THE PERFORMANCE OF THIS AGREEMENT OTHERWISE.**

9. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

**City:**

City of Fort Worth  
Attn: City Manager  
1000 Throckmorton  
Fort Worth, TX 76102

**Company:**

American Airlines, Inc.  
Attn: Suzanne Turner  
4333 Amon Carter Blvd.  
Fort Worth, TX 76155

*with copies to:*

the City Attorney and  
Housing/Economic Development Dept.  
Director at the same address

American Airlines, Inc.  
Attn: Dave Lewis  
4333 Amon Carter Blvd  
Fort Worth, TX 76155

**10. ASSIGNMENT AND SUCCESSORS.**

Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the assignee or successor will own the Land, all improvements located on the Land and all New Taxable Tangible Personal Property; (ii) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (iii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Company under this Agreement. Any lawful assignee or successor in interest of Company of all rights under this Agreement shall be deemed "Company" for all purposes under this Agreement. Notwithstanding the above, the City hereby agrees and consents to any merger, stock transfer, asset transfer, or other internal corporate restructuring of Company (including, without limitation, that involving American Airlines, Inc. and American Airlines Group, Inc. ("AAL") and/or any other wholly-owned subsidiary or subsidiaries of AAL or similar internal restructuring within Company's organization) (an "Internal Restructuring") and any related assignment or transfer of this Agreement that may occur or may be deemed to occur as a result of any such Internal Restructuring, and the City waives any right it may have to terminate, amend or modify this Agreement and any claim of breach or default hereunder in each case arising directly in connection with or as a result of any such Internal Restructurings.

**11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

**12. GOVERNMENTAL POWERS.**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**13. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**14. NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**15. VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**16. NO THIRD PARTY RIGHTS.**

The provisions and conditions of this Agreement are solely for the benefit of the City and Company, and any lawful assign or successor of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**17. INTERPRETATION.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. In the event of any conflict between the body of this Agreement and the Application, the body of this Agreement shall control.

**18. CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**19. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company, and any lawful assign and successor of Company, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

**20. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**21. BONDHOLDER RIGHTS.**

The Project will not be financed by tax increment bonds. This Agreement is subject to the rights of holders of outstanding bonds of the City.

**22. CONFLICTS OF INTEREST.**

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council, any member of the City Plan or Zoning Commission or any member of the governing body of any taxing unit with jurisdiction in the Zone.

**EXECUTED** as of the last date indicated below:

[SIGNATURES IMMEDIATELY FOLLOW ON NEXT TWO (2) PAGES]

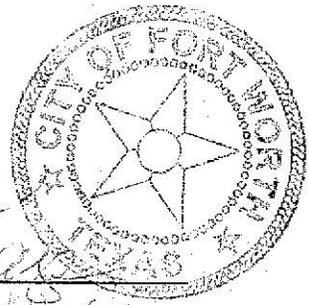
CITY OF FORT WORTH:

By: Fernando Costa  
Fernando Costa  
Assistant City Manager

Date: 11/4/14

ATTEST:

By: [Signature]  
Name: [Name]  
Title: [Title]



Date: 11/10/14

APPROVED AS TO FORM AND LEGALITY:

By: Peter Vaky  
Peter Vaky  
Deputy City Attorney

M&C: C-26830 06-10-14

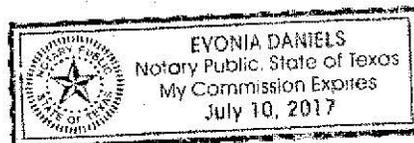
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Fernando Costa**, Assistant City Manager of the **CITY OF FORT WORTH**, a municipality organized under the laws of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **CITY OF FORT WORTH**, that he was duly authorized to perform the and that he executed the same as the act of the **CITY OF FORT WORTH** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of November, 2014.

Evonia Daniels  
Notary Public in and for  
the State of Texas  
EVONIA DANIELS  
Notary's Printed Name



AMERICAN AIRLINES, INC.,  
a Delaware corporation:

By: [Signature]  
Name: Michael Minerva  
Title: VP, Government + Airport Affairs

Date: 10/23/14

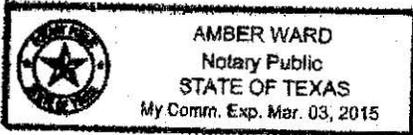
STATE OF TEXAS           §  
COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of AMERICAN AIRLINES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of AMERICAN AIRLINES, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of October, 2014.

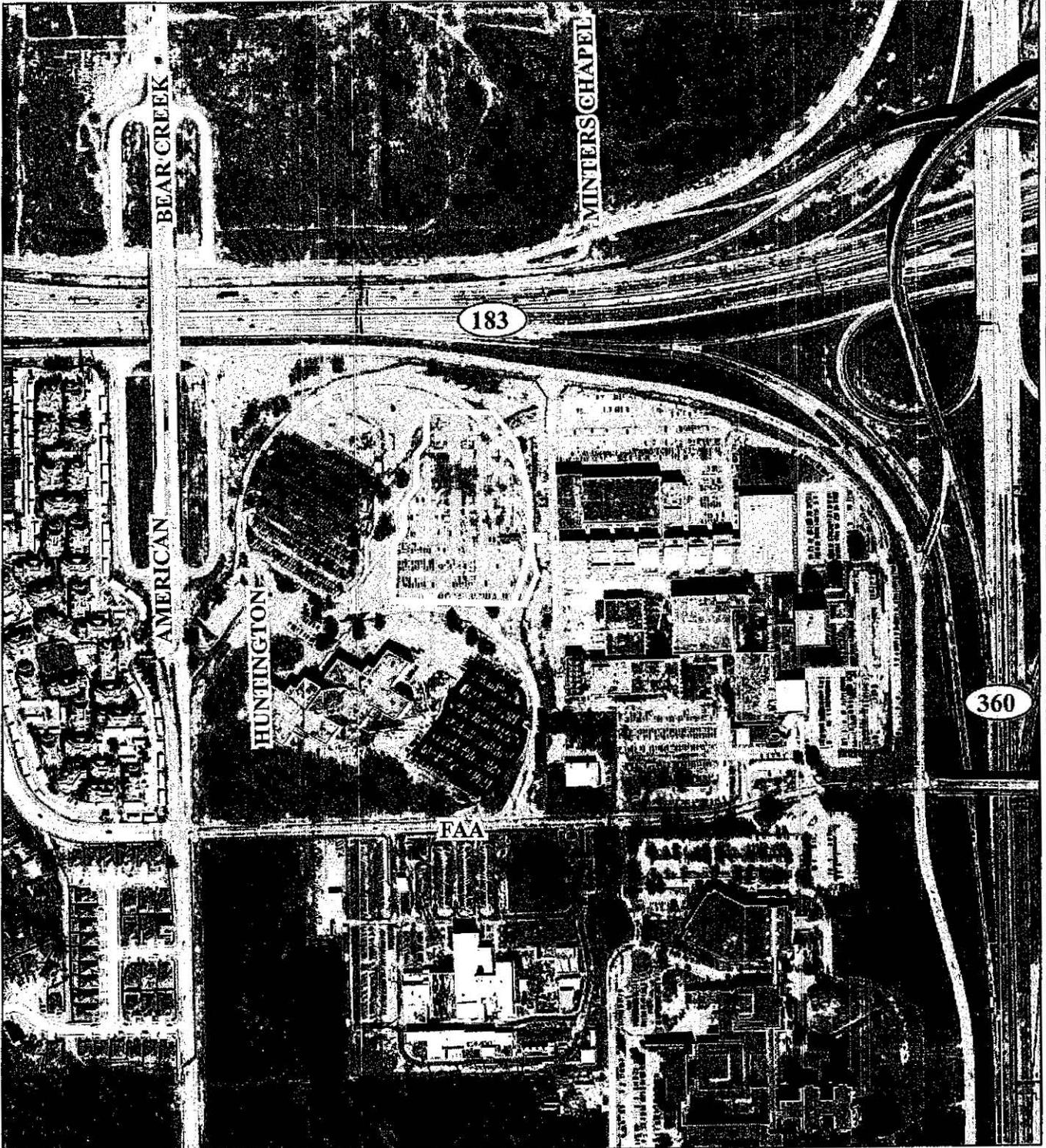
[Signature]  
Notary Public in and for  
the State of TX

Amber Ward  
Notary's Printed Name



**FORT WORTH**

American Airlines  
Adjacent to 4700 American Blvd  
Fort Worth, Texas 76155



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FORT WORTH



EXHIBIT "B"

*SUBMITTED 5/27*

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# **Economic Development Incentive Application**

Housing and Economic Development  
Business Development Division  
1150 South Freeway  
Fort Worth, Texas 76104  
(817) 212-2663

# Incentive Application

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

## 1. COMPANY INFORMATION

Company Name: American Airlines, Inc.

Company Address: 4333 Amon Carter Blvd.

City: Fort Worth State: TX Zip: 76155

Contact Person: Chuck Allen or Suzanne Turner Title/Position: MD-Govt Affrs, Dir-Real Estate

Telephone Number: 8179312396 or 8179671085

Mobile Telephone Number: 7049054100 or 9408086557 Fax Number: none

E-Mail Address: chuck.allen@aa.com or suzanne.turner@aa.com

Company Ownership (check one):  Public Traded Stock  Privately Held

Form of Business (choose one): Corporation

How long has the company been in operation (Years)? 80+

Describe the company's principal business (attach additional sheets as necessary):

AA (American Airlines, Inc.) is a major U.S. airline headquartered in Fort Worth, Texas. It operates an extensive international and domestic network, with scheduled flights throughout North America, the Caribbean, South America, Europe, and Asia carrying passengers and cargo.

## 2. PROJECT INFORMATION

*For real estate projects, please include below the project concept, project benefits and how the project relates to existing community plans. A real estate project is one that involves the construction or renovation of real property that will be either for lease or for sale. Any incentives given by the City should be considered only "gap" financing and should not be considered a substitute for debt and equity. However, the City is under no obligation to provide gap financing just because a gap exists. In order for a property owner/developer to be eligible to receive incentives and/or tax abatement for a project, the property owner/developer:*

- A. *Must complete and submit this application and the application fee to the City;*
- B. *Owner/developer or owner/developer's principals must not be delinquent in paying property taxes for any property owned in Fort Worth;*
- C. *Owner/developer or owner/developer's principals must not have ever been subject to the City of Fort Worth's Building Standards Commission's Review;*
- D. *Owner/developer or owner/developer's principals must not have any City of Fort Worth liens files against any other property owned by the applicant property owner/developer. "Liens" including, but not limited to, weed liens, demolition liens, board-up/open structure liens and paving liens.*

*For business expansions projects, please include below services provided or products manufactured, major customers and locations, etc. For business expansion project involving the purchase and/or construction of real estate, please answer all that apply.*

Type of Project (choose one): Commercial/Industrial

Describe the company's plans for expanding or locating in Fort Worth (attach additional sheets as necessary):

AA owns or is under contract to purchase property located adjacent to the Southern Reservations Office (SRO) at 4700 American Boulevard, Fort Worth, Texas, 76155. Company will redevelop and use the property for the location of its Integrated Operations Center, which is the command location for all flight activity in the company on a system wide scope.

The center provides flight plans including route instructions, alternative destinations, fuel, passenger and cargo load configurations as well as flight and aircraft take off settings. It will also provide services for passenger re-accommodation, flight crew scheduling and aircraft routing for maintenance during abnormal operations. Staff will engage with the air traffic control organizations in every country served by AA.

**Area (Square Feet) Requirements:**

(a) Office 149,000  
(b) Manufacturing \_\_\_\_\_  
(c) Warehouse \_\_\_\_\_  
(d) Showroom/Retail \_\_\_\_\_  
(e) Other \_\_\_\_\_  
Total Area (a+b+c+d+e): 149,000 SF

Is the company expanding its existing local operations or relocating its operations from somewhere else to our area?

Expansion

Relocation If relocation, where is the company currently located? Fort Worth, TX and Pittsburgh, PA

Does the company plan to lease or own the facility in Fort Worth?  Lease  Own

If the company is planning to lease space in Fort Worth, what is the lease term? \_\_\_\_\_

Will the facility be built or does the facility already exist?  New  Existing

If the company is occupying an existing facility, what is the address? \_\_\_\_\_

If the company is constructing a new facility, what is the approximate location or address of the site? \_\_\_\_\_  
close to 47 American Blvd, Fort Worth, TX 76155

If the company is constructing a new facility, what is the anticipated date for commencement of construction? Summer 2014

Anticipated date for company to move into the facility: 9/30/2015 or earlier

**Development requests that will be sought for the project (select all that apply):**

Replat

Rezoning Current Zoning: \_\_\_\_\_ Requested Zoning: \_\_\_\_\_

Variances If yes, please describe: \_\_\_\_\_

Downtown Design Review Board

Landmark Commission

**Real Estate Development**

1. Current Assessed Valuation of: Land \$ \_\_\_\_\_ Improvements \$ \_\_\_\_\_

Total Size of Project: 149,000 SF

Total Capital Investment: \$ 88,000,000

Hard Construction Costs: \$ 55,000,000

2. For mixed-use projects, please list square footage for each use: \_\_\_\_\_

1. Business Personal Property

Total investment on equipment, machinery, furnishing, etc.: \$ 33,000,000  Lease  Purchase

\*Estimated taxable value of equipment, machinery, furnishing, etc.: \$ 33,000,000

\*This is the value that will be on the tax rolls which includes all tangible property.

2. Inventory and Supplies

Value of Inventory: \$ 0 Value of Supplies: \$ 514,000

Percent of inventory eligible for Freeport Exemption (inventory, exported from Texas within 175 days) 0 %

3. EMPLOYMENT AND JOB CREATION

From Development

- 1. How many persons are currently employed? 800
- 2. What percent of current employees above are Fort Worth residents? 15 %
- 3. What percent of current employees above are Central City residents? 5 %
- 4. Please complete the following table for new jobs to be created from direct hire by applicant.

	First Year	By Fifth Year	By Tenth Year
Total Jobs to be Created	1,300	1,300	1,300
Less Transfers*	500	500	500
Net Jobs			
% of Net Jobs to be filled by Fort Worth Residents			
% of Net Jobs to be filled by Central City residents			

\* If any employees will be transferring, please describe from where they will be transferring.

Please attach a description of the jobs to be created, tasks to be performed for each and wage rate for each classification.

5. Does the company provide the following benefits:  Retirement  Health  Dental  Domestic Partner

6. Average wage paid to employees to be located at Fort Worth facility: \$ 60,894

4. INCENTIVES REQUEST

Incentive(s) Requested:  Tax Abatement  Chapter 380 Economic Development Program Grant

Do you intend to pursue abatement of County taxes?  Yes  No

What level of abatement will you request: Years? \_\_\_\_\_ Percentage? \_\_\_\_\_ %

5. LOCAL COMMITMENTS

During Construction

What percent of the construction costs described under Real Estate Development will be committed to:

Fort Worth businesses? 25 %

Fort Worth Certified Minority and Women Business Enterprises? 25 %

Regarding discretionary supply and service expenses (i.e landscaping, office or manufacturing supplies, janitorial services, etc; no utilities):

1. What is the annual amount of discretionary supply and service expenses? \$ 514,000
2. What percentage will be committed to Fort Worth businesses? 30 %
3. What percentage will be committed to Fort Worth Certified Minority and Women Business Enterprises? 25 %

**Provide company contact information for the purchasing representative if known.**

Ronny Skinner  
817-967-5752  
Ronny.Skinner@aa.com

#### DISCLOSURES

**Is any person or firm receiving any form of compensation, commission or other monetary benefit based on the level of incentive obtained by the applicant from the City of Fort Worth? If yes, please explain and/or attach details.**

These documents must be submitted with the application, otherwise the application will be deemed incomplete and will not be reviewed:

- a.) Attach a site plan of the project.
- b.) Explain why incentives are necessary for the success of this project. Include a business pro-forma or other documentation to substantiate your request.
- c.) Describe any environmental impacts associated with this project.
- d.) Describe the infrastructure improvements (water, sewer, streets, etc.) that will be constructed as part of this project.
- e.) Describe any direct benefits to the City of Fort Worth as a result of this project.
- f.) Attach a legal description or surveyor's certified metes and bounds description.
- g.) Attach a copy of the most recent property tax statement from the appropriate appraisal district for all parcels involved in the project.
- h.) Attach a description of the jobs to be created (technician, engineer, manager, etc.), tasks to be performed for each, and wage rate for each classification.
- i.) Attach a brief description of the employee benefit package(s) offered (i.e. health insurance, retirement, public transportation assistance, day care provisions, etc.) including portion paid by employee and employer respectively.
- j.) Attach a plan for the utilization of Fort Worth Certified M/WBE companies.
- k.) Attach a listing of the applicant's Board of Director's, if applicable.
- l.) Attach a copy of Incorporation Papers noting all principals, partners, and agents and all Fort Worth properties owned by each.

The company is responsible for paying \$5,000 as an application fee. If the application is withdrawn before the project is presented to City Council in Executive Session, the fee is refunded. Upon presentation to City Council in Open Session, \$2,000 is non-refundable and is applied to offset costs incurred by the Housing and Economic Development Department. Upon approval by City Council, the balance of \$3,000 can be credited towards required building permits, inspections fees, replatting fees, and other costs of doing business with the City related to the development. Any unused credit balance upon completion of the project will be refunded upon request from the company.

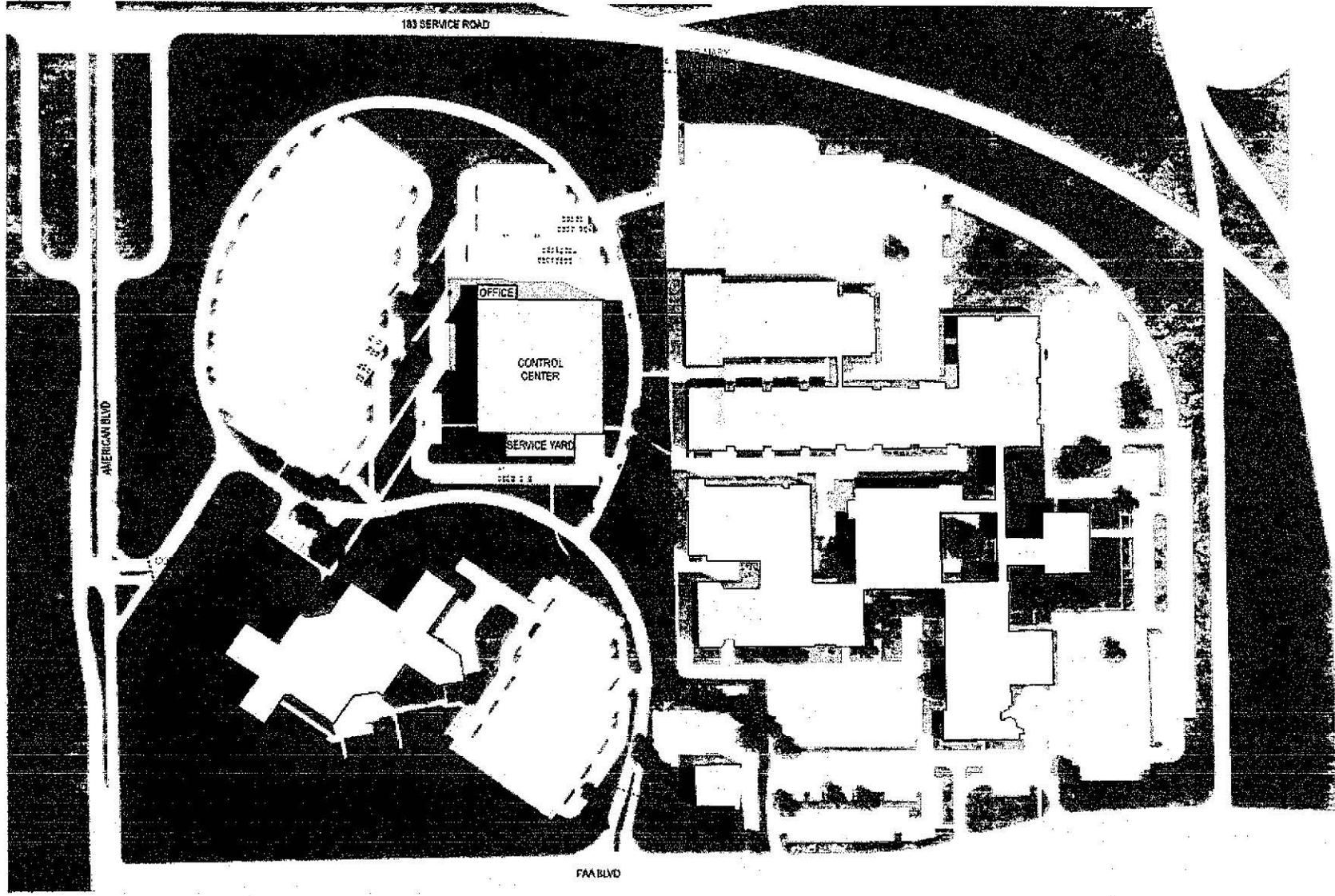
On behalf of the applicant, I certify the information contained in this application, including all attachments to be true and correct. I further certify that, on behalf of the applicant, I have read the current Incentive Policy and all other pertinent City of Fort Worth policies and I agree with the guidelines and criteria state therein.

Printed Name: Chuck Allen

Title: MD - Government Affairs

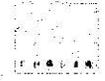
Signature: 

Date: Jun 27, 2014



| AA IOC: MASTER PLAN |

05-29-2014



### Necessity for the Incentives

The IOC (Integrated Operations Center) will be a new building housing over 1,000 employees. The proximity to the HQ building is not of paramount importance as witnessed by the legacy US Airways center being located in Pittsburgh, PA and the main offices located in Tempe, AZ.

Several cities expressed interest in locating and providing incentives when the US Airways center was being considered. We expected nothing different as the center will employ a professional group with wages significantly higher than most competitive areas.

For this project, our initial plan was to expand the current facility. That direction was abandoned and a site for a new building began. The city of Fort Worth has been a great partner for many years and when it became known that an incentive program was available, our choice was clear.

C. Describe any environmental impacts associated with this project.

The current project will be designed with back up power generators that are only utilized when there is a power failure from the current campus utility plant, or required maintenance. They will be designed and constructed in compliance with EPA regulations regarding diesel power generation equipment.

The current footprint of the building will be located within an existing parking lot. The additional green space around this footprint will reduce the impervious cover and not require additional storm water drainage.

D. Describe the infrastructure improvements (water, sewer, streets, etc.) that will be constructed as part of this project.

Primary utility service will come from the current campus utility plant. Furthermore, the existing on site infrastructure of the surrounding campus (sanitary, storm, IT, power) is adequate for back up improvements, therefore no new offsite utilities are required. The current building will fall within an existing parking lot and will not require any new streets.

E. Describe any direct benefits to the City of Fort Worth as a result of this project.

The project will provide the area with more than 1,000 high quality jobs and establish a significant tax base from the capital investment.

**6.086 ACRE TRACT**

Part of Lot 1, Block 1, American Airlines Addition  
A. J. Huitt Survey, Abstract No. 709  
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

**6.086 ACRE TRACT**

(continued)

THENCE, South 20 degrees, 03 minutes, 49 seconds West, a distance of 109.50 feet to a point for corner;

THENCE, North 87 degrees, 59 minutes, 54 seconds West, a distance of 404.23 feet to a point for corner;

THENCE, North 01 degrees, 07 minutes, 30 seconds East, a distance of 200.63 feet to a point for corner;

THENCE, North 33 degrees, 30 minutes, 39 seconds East, a distance of 54.53 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 103.75 feet to a point for corner;

THENCE, North 33 degrees, 04 minutes, 21 seconds East, a distance of 60.72 feet to a point for corner;

THENCE, North 00 degrees, 57 minutes, 56 seconds East, a distance of 114.49 feet to a point for corner;

THENCE, North 33 degrees, 33 minutes, 15 seconds East, a distance of 50.92 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 109.32 feet to the POINT OF BEGINNING;

CONTAINING, 265,084 square feet or 6.086 acres of land, more or less.

DEPT	POSITION TITLE	Auth. Level	JOB DESCRIPTION	QUALIFICATIONS
OPERATIONS	Director SOC Center	7 (was LS prior to redesign)	Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried-out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers (Level 6) in their absence.	AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.  The LS and L6 jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the LS Center Manager who is also call the Manager on Duty. Generally there are 3-4 LS DOC Managers and 3 L6 SOC Manager on duty at all times in SOC. The LSs focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific OSO (off schedule operations). The L6s focus on macro issues and OSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.
OPERATIONS	Mgr Technical Procedures & Training	5	Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.	Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM (ASAP) AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MAC/INTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATION FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM (ASAP) AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MAC/INTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Analyst Operations Center	3 to 4	Assists the SOC (System Operations Control) Center and Sector Managers with the coordination and management of the daily operation. Contacts senior management and/or responsible department representatives in the case of accidents or incidents. Compiles and tracks operational statistics. Prepares and distributes daily operational reports. Helps administer the Dispatcher work schedule. Issues SOC advisories/messages as directed by SOC Management.  Acts as the CCRD (Corporate Complaint Resolution Officer) and is the final authority for the corporation regarding the acceptance of passengers with either medical or physical disabilities as they relate to DOT CFR 14 PART 382 - Air Carrier Access Act. Acts as the liaison between Passenger Service and SOC personnel.	Strong background in airline and airport operations. Passenger Service or Flight Service experience preferred. Management experience is desirable. Experience working with Sabre PSS, MS Word, MS Excel, MS PowerPoint and CERS (Company Event Reporting System). Extensive FOS/DECS experience. Excellent oral and written communication skills. Ability to work and make decisions under pressure. Shift work is required for this position.
OPERATIONS	Flight Plan Team Lead	3 to 4	The Lead Flight Planning Specialist is responsible for the management and maintenance of the Company's flight planning system, NOTAM and support databases. Ensures efficiency database operations through the leading of continuous database optimization efforts. Interacts with government and industry agencies to create additional optimization scenarios. Plans for the monthly ARINC 424 flight planning system database updates. Leads team of system specialists responsible for the maintenance of all supporting databases to include: Avoid Area, Airport, Airport-Fleet, Preferred Arrival and Departure (PBAP), and FAA Preferred Route and Coded Departure Route Database. Collects, coordinates, analyzes, and prepares changes to the flight plan and navigation database. Ensure synchronization between aircraft databases. Analyzes information for requested changes to operational databases to validate efficiencies, effectiveness, and applicability. Proactively recognizes potential system improvements. Responsible for the development and implementation of internal flight planning, route, and navigation issues procedures. Maintains a presence in industry meetings as necessary to ensure representation of American Airlines with an emphasis on North America and European CFMU interaction. Manages activities of systems specialists to include planning, selection, motivation, assigning and directing work, performance management and resolving issues.	Operations Planning is looking for a decisive, self-motivated, individual with strong leadership and analytical skills. Excellent written and verbal communication skills to interact effectively with technical and non-technical personnel. Proven skill in planning, organizing, and managing time across multiple tasks and through subordinates. Ability to establish and execute project plan requirements in addition to managing multiple project plans currently. Proven technical and analytical skills to understand, identify, interpret, and execute optimization efforts. Five years of direct recent experience in a flight operations environment for an air carrier, large corporate or military structure required. Licensed airman with Flight Dispatch, Pilot, Navigator, or Air Traffic Control preferred. Familiarity with Japanese Jetplan IV engine preferred. Science, Computer Science degree or related field preferred. Moderate knowledge of UNIX operating environment and scripting preferred. Extensive industry knowledge regarding issues associated with flight planning, CDM, or advanced navigation techniques preferred. Moderate knowledge and understanding of ICAO and FAA Rules of the Air required. Familiarity with EUROCONTROL IFPS, CFMU, and RAD preferred. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.

OPERATIONS	Coordinator Air Traffic Systems	5	<p>The Air Traffic Systems Coordinator will represent American Airlines in areas of-</p> <ul style="list-style-type: none"> <li>- Airspace and route efficiency</li> <li>- Airport capacity enhancements</li> <li>- Airport expansion and construction issues</li> <li>- Air Traffic safety work groups</li> <li>- Air Traffic Deviations</li> <li>- Tactical and strategic Air Traffic Management coordination and recommendations within the United States, Europe, and International areas.</li> <li>- Single European Sky (SES) Air Traffic Management system enhancements activities and working groups</li> <li>- Next Generation Air Transportation System (NextGen) enhancements activities and working groups</li> <li>- Collaborative Decision-Making (CDM) activities and working groups</li> </ul> <p>Must work closely with American Airlines Flight Operations Management to communicate and resolve matters involving Air Traffic Control (ATC). Reviews ATC system efficiency on a daily basis to ensure airports and airspace operated at maximum capacity. Recommends improvements to airport operations, ATC procedures, and airspace in areas served by American Airlines.</p>	<ul style="list-style-type: none"> <li>- Must have excellent oral and written communication skills.</li> <li>- Excellent interpersonal skills, ability to build productive relationships within the airline industry and the Air Navigation Service Providers (ANSP).</li> <li>- Excellent knowledge of NextGen and SES plans and enhancements.</li> <li>- Previously fully qualified Air Traffic Controller with Air Traffic Management background.</li> <li>- Previous Air Traffic Control Supervisor or Manager experience</li> </ul>
OPERATIONS	Mgr SOC Administration	6	<p>Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers (Level 6) in their absence.</p>	<p>AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.</p> <p>The LS and LG jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the LG Center Manager who is also called the Manager on Duty. Generally there are 3-4 LS DOC Managers and 1 LG SOC Manager on duty at all times in SOC. The LSs focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific OSO (off schedule operations). The LGs focus on macro issues and OSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.</p>
OPERATIONS	Mgr Policy & Procedures	5	<p>Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysis and technical support specialists assigned to the technical operations group.</p>	<p>Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Weight & Balance	5	<p>Manages a staff of 75 weight and balance planners, 10 M/S and one support staff. Responsible for the issuance, currency and consistency of policy and procedures relating to: R#223; Weight and Balance technical policy and procedures and training R#223; Weight and Balance policies and procedures R#223; Act as liaison between Weight &amp; Balance, Ops Engineering, Airport and Cargo Services R#223; Ensure FAA Self Disclosure policy guidelines are followed R#223; Ensure departmental dependability goals are met R#223; Ensure departmental budgetary goals are maintained R#223; Responsible for hiring management personnel R#223; Ensuring employee lost time ratios stay within corporate guidelines R#223; Maintain and administer the SOC budget process.</p>	<p>B.S degree in a technical field or equivalent experience with excellent leadership and supervisory skills. Manages and provides leadership for technical and administrative personnel in the planning, organizing, and staffing of all Weight and Balance/Load Planning tasks, functions and responsibilities. Manages the daily operation of Central Load Planning and serves as the weight and balance liaison with other organizations internal and external to American Airlines including external customers. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Ops Communications Engineering	5	<p>May not be accurate job description:</p> <p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and international agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<ul style="list-style-type: none"> <li>- Requires 5 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatch, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</li> </ul>
OPERATIONS	Mgr Flight Planning	5	<p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and international agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<ul style="list-style-type: none"> <li>- Requires 5 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatch, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</li> </ul>

OPERATIONS	Coordinator Weight & Balance Planning	3	<p>Interprets and enforces company and departmental policies and procedures for Weight Ramp; Balance Planning. Communicate, coordinate and resolve time sensitive issues across all operational departments. Research and document weight and/or balance discrepancies. Manages the day-to-day operational staffing needs. Performs coaching and counselling for attendance and performance issues. Supervises training, quality control and schedule functions of Weight Ramp, Balance Planning.</p>	<p>Must be able to make time critical, safety sensitive decisions. Strong RES and DECS knowledge essential. Previous leadership or supervisory experience is preferred. Previous load planning experience is preferred. The ability to communicate in a calm, effective and concise manner in stressful situations. Must be able to work comfortably with administrative applications such as Microsoft Word and Excel. Above average oral, communication and analytical skills required. Must be able to read, write, fluently speak and understand the English language. Must be self-managed. 24/7 operation with shift work required. This job is subject to DOT drug and alcohol testing.</p>
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## Salary Range Tables

### Weight and Balance Planners

Workgroup Salary Ranges Effective January 4, 2014

#### Hourly

Level	Hire Rate	Maximum
42	10.12	23.22

**Note:** New hire increase - Effective May 1, 2003, new hire Planners are eligible for a \$.47 salary increase upon successfully completing six (6) months of company service.

### Support Staff

Workgroup Salary Ranges Effective January 1, 2014

Support Staff Level	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
52	9.96 – 11.66	11.67 – 12.89	12.90 – 14.13	14.14 – 15.35
53	10.87 – 12.95	12.96 – 14.48	14.49 – 16.03	16.04 – 17.56
54	11.98 – 14.29	14.30 – 15.98	15.99 – 17.70	17.71 – 19.41
55	12.80 – 15.32	15.33 – 17.26	17.27 – 19.22	19.23 – 21.1

Management/Specialist

Workgroup Salary Ranges Effective January 1, 2014

PS Group/PS Level	Min Annual	Max Annual	Min Annual	Max Annual			Min Annual	Max Annual
MGT/SPEC 1	29,916.82	37,832.42	37,832.67	44,509.24	44,509.49	48,957.07	48,957.32	53,840.72
MGT/SPEC 2	34,601.70	43,803.32	43,803.57	51,533.69	51,533.94	56,686.68	56,686.93	62,360.87
MGT/SPEC 3	40,912.22	52,059.71	52,059.96	61,257.66	61,257.91	67,351.70	67,351.95	74,084.76
MGT/SPEC 4	48,542.28	62,019.32	62,019.57	72,970.15	72,970.40	80,235.31	80,235.56	88,261.88
MGT/SPEC 5	67,997.92	79,652.54	79,652.79	90,082.67	90,082.92	99,089.82	99,090.08	109,004.08
MGT/SPEC 6	79,061.71	94,877.38	94,877.63	105,430.40	105,430.66	115,961.38	115,961.64	127,561.63

## TWU Maintenance Technical Specialist

Workgroup Salary Ranges Effective December 9, 2013

Starting regular pay rate - \$30.62

Max pay rate - \$36.79

- Employees are eligible for a \$5.00 per hour license premium if they hold both FAA Airframe and FAA Power Plant Licenses.
- Employees are eligible for a \$2.55 per hour Line Premium.
- Employees are eligible for a \$1.55 per hour Maintenance Control Technician (MCT) Premium.
  
- Employees will have Longevity Premium added to their regular rate per hour of \$.21 cents upon completing 17 years of service up to \$.30 cents per hour upon completing 20 years of service.

Employee Benefit information listing the Health Benefits options and costs and SuperSaver 401(k) offerings with up to 5.5% Company match can be found using [www.my.aa.com](http://www.my.aa.com)

- Contribute through convenient payroll deductions
- Save for the future on a before-tax basis
- Reduce your taxes in retirement by making Roth 401(k) after-tax contributions
- Receive up to 5.5% in company matching contributions when you become eligible

LAA and LUS contributed \$379 million and employees contributed \$437 million to the 401(k) plans in 2013.

We believe choice is important, so every team member, regardless of circumstances, can create the benefits package that meets his or her specific needs. Take a look at our wide-ranging benefits:

- Medical, dental and vision coverage
- Health Spending Accounts and Flexible Spending Accounts to help you cover the cost of eligible health care and dependent day care expenses
- Life, accident and disability coverage
- Tax-advantaged retirement savings through our Super Saver 401(k) Plan
- Other benefits, such as auto and home, and group legal insurance

We also offer Healthmatters, our award-winning wellness program, to help you live healthier today for a better tomorrow.

These rates apply to all full-time employees:

	<b>Employee Only</b>	<b>Employee + Spouse/ Domestic Partner</b>	<b>Employee + Child(ren)</b>	<b>Family</b>
<b>Preferred</b>	\$60.48	\$157.24	\$108.86	\$211.67
<b>Tier 1</b>	\$75.60	\$196.55	\$136.08	\$264.59
<b>Tier 2</b>	\$90.72	\$235.86	\$163.29	\$317.51

STATE OF TEXAS §

COUNTY OF TARRANT §

**AMENDMENT NO. 1 TO  
CITY SECRETARY CONTRACT NO. 46132**

TAX ABATEMENT AGREEMENT BETWEEN  
CITY OF FORT WORTH AND AMERICAN AIRLINES, INC.

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This **AMENDMENT NO. 1 TO CITY SECRETARY CONTRACT NO. 46132** (“**Amendment**”) is entered into by and between the **CITY OF FORT WORTH** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **AMERICAN AIRLINES, INC.** (“**Company**”), a Delaware corporation.

The City and Company hereby agree that the following statements are true and correct and constitute the basis upon which the City and Company have entered into this Amendment:

**A.** The City and Company previously entered into that certain Tax Abatement Agreement dated as of November 4, 2014, a public document on file in the City Secretary’s Office as City Secretary Contract No. 46132 (the “**Agreement**”). The Agreement is part of a larger economic development incentive offered by the City for development by Company of a new Integrated Operations Center (the “**Project**”) on approximately 47 acres of property in the City, as more specifically described in Exhibit “**A**” of the Agreement (the “**Land**”). Under the Agreement, the City has agreed to abate certain ad valorem taxes on real property improvements located on the Land and certain ad valorem taxes on business personal property located on the Land.

**B.** Recital D of the Agreement states that Company owns the Land. Subsequent to execution of the Agreement, Company, as part of its restructuring, discovered that Dallas-Fort Worth International Airport actually owns the Land and leases the Land to Company. The Land is tax-exempt because it is owned by Dallas-Fort Worth International Airport. Company is the owner of a leasehold interest in the Land and all improvements on the Land, including the Project. Because Company is the lessee of tax-exempt real property its leasehold interest in the Land and the improvements located on the Land is taxable.

**C.** Section 312.204 of the Texas Tax Code authorizes the City to enter into tax abatement agreements with (i) owners of taxable real property located in a reinvestment zone or (ii) owners of leasehold interests in tax-exempt real property. Because Company is the owner of a leasehold interest in the Land, which is tax-exempt, rather than the owner of taxable land, the City and Company wish to amend the Agreement to reflect this distinction. Because Company’s leasehold tax obligations

include taxable value in improvements located on the Land (the Abatement granted under the Agreement did not apply to any taxes on the Land itself) the provision of the Agreement requiring that the Company own the Land was not necessary to the Agreement.

D. This Amendment is authorized under § 312.208 of the Texas Tax Code because (i) the provisions of this Amendment include provisions that could have been included in the original Agreement and delete provisions that were not necessary to the original agreement, and (ii) this Amendment has been entered into following the same procedure in which the Agreement was approved and executed.

**NOW, THEREFORE**, the City and Company, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

1. The second sentence of Recital D of the Agreement is hereby amended to read as follows:

Under a lease with Dallas-Fort Worth International Airport, Company is also the owner of a leasehold interest in approximately 47 acres of tax-exempt property in the City that is adjacent to Company's current Southern Reservations Office at 4700 American Boulevard and is more specifically described in Exhibit "A", attached hereto and hereby made a part of this Agreement for all purposes (the "**Land**").

2. Section 6.6 of the Agreement is hereby amended to read as follows:

In accordance with Section 312.204(a) of the Code, Company's eligibility for the Abatement is contingent on Company's ownership of the leasehold interest in the Land and the improvements. If Company assigns its leasehold interest in the Land and the improvements to any other person or entity, and this Agreement has not been assigned to that person or entity in accordance with Section 10 of this Agreement, this Agreement will terminate on the effective date of the transfer.

3. The first sentence of Section 10. of the Agreement is hereby amended to read as follows:

Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the assignee or successor will own the leasehold interest in the Land and the improvements located on the Land, and will own or lease all the New Tangible Personal Property; (ii) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (iii) prior

execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by the covenants and obligations of Company under this Agreement.

4. Capitalized terms used but not identified in this Amendment shall have the same meanings assigned to them in the Agreement.
5. This Amendment contains the final written expression of the City and Company with respect to the subject matter hereof. This Amendment may be executed in multiple counterparts, each of which will be considered an original, but all of which constitutes one instrument.
6. This Amendment is effective as of the Effective Date of the Agreement.

**EXECUTED** as of the last date indicated below:

[SIGNATURES IMMEDIATELY FOLLOW ON NEXT PAGE]

**CITY OF FORT WORTH:**

**ATTEST:**

By: \_\_\_\_\_  
David Cooke  
City Manager

By: \_\_\_\_\_  
*Name:*  
*Title:*

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

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Peter Vaky  
Deputy City Attorney

M&C: \_\_\_\_\_

**STATE OF TEXAS           §**

**COUNTY OF TARRANT   §**

BEFORE ME, the undersigned authority, on this day personally appeared **David Cooke**, City Manager of the **CITY OF FORT WORTH**, a municipality organized under the laws of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **CITY OF FORT WORTH**, that he was duly authorized to perform the and that he executed the same as the act of the **CITY OF FORT WORTH** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of June, 2015.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
Notary's Printed Name

**AMERICAN AIRLINES, INC.,**  
a Delaware corporation:

By: \_\_\_\_\_  
Name:  
Title:

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

**STATE OF TEXAS           §**  
**COUNTY OF TARRANT   §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of **AMERICAN AIRLINES,**  
**INC.**, known to me to be the person whose name is subscribed to the foregoing instrument,  
and acknowledged to me that s/he executed the same for the purposes and consideration  
therein expressed, in the capacity therein stated and as the act and deed of **AMERICAN**  
**AIRLINES, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of June,  
2015.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
Notary's Printed Name

**EXHIBIT "C"**

**ENTERPRISE ZONE DESIGNATION LETTER**



OFFICE OF THE GOVERNOR  
ECONOMIC DEVELOPMENT & TOURISM

GREG ABBOTT  
GOVERNOR

July 23, 2015

Mr. B. Glen Whitley  
County Judge  
Tarrant County  
100 East Weatherford Street  
Fort Worth, TX 76196

SUBJECT: Chapter 312 Tax Abatement Act and Texas Enterprise Zone

Dear Mr. Whitley,

According to Texas Government Code Title 10, Subtitle G, Chapter 2303, an area automatically qualifies for designation as an enterprise zone if the area is:

- 1) a block group, as defined by the most recent federal decennial census available at the time of designation, in which at least 20 percent of the residents of the block group have an income at or below 100 percent of the federal poverty level;
- 2) an area designated by the federal government as a renewal community, a federal empowerment zone, or a federal enterprise community, including any developable area approved by the federal agency responsible for making that designation;
- 3) an area located in a distressed county; or
- 4) an area inside the boundaries of a defense base development authority established under Chapter 379B, Local Government Code.

Based on the most recent federal decennial census available at the time of designation, Census Tract 1065.17 Block Group 1 located in Tarrant County is a 2010 Enterprise Zone with a poverty rate of 24.26%. Based on the Enterprise Zone Finder on the Texas Site Selection website, the following addresses are located in Census Tract 1065.17, Block Group 1:

- 4700 American Boulevard, Fort Worth, TX 76155
- 4200 American Boulevard, Fort Worth, TX 76155
- 13951 Trinity Boulevard, Fort Worth, TX 76155

If you have any further questions, please call me at (512) 936-6443.

Best Regards,

  
Zachary Scott  
Program Specialist

**EXHIBIT "D"**

**TARRANT COUNTY TAX ABATEMENT APPLICATION**



# Tarrant County Application for Tax Abatement/Reinvestment Zone

## I. APPLICANT INFORMATION

**Applicant/Property Owner:** "[American Airlines]"

**Company/Project Name:** "[IOC (Integrated Operations Control)]"

**Mailing Address:** "[4333 Amon Carter Blvd., Fort Worth, TX 76155]"

**Telephone:** "[817-931-2395]"      **Fax:** "[none]"

**Applicant's Representative for contact regarding abatement request:**

**Name and Title:** "[Chuck Allen, Managing Director – Government Affairs]"

**Mailing Address:** "[4333 Amon Carter Blvd., Fort Worth, TX 76155]"

**Telephone:** "[817-931-2395]"      **Fax:** "[Response]"      **E-mail:** "[chuck.allen@aa.com]"

## II. PROPERTY AND PROJECT DESCRIPTION

**Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone:**

"[Adjacent to 4700 American Boulevard, Fort Worth, TX 76155]"

**Project Description:** "[The IOC(Integrated Operations Control)center will allow us to house the key operations group of the airline in a new state-of-the-art facility to meet our daily demands. It will combine the current center for AA with the legacy US Airways OCC which is relocating from Pennsylvania.]"

**Description of activities, products, or services produced and/or provided at project location:** "[The center provides flight plans including route instructions, alternative destinations, fuel, passenger and cargo load configurations as well as flight and aircraft take off settings. It will also provide services for passenger re-accommodation, flight crew scheduling and aircraft routing for maintenance during abnormal operations. Staff will engage with the air traffic control organizations in every country served by AA. ]"

**Current Assessed Value: Real Property:** \$ "[TBD]"      **Personal Property:** \$ "[TBD]"

**Estimated start date of construction/site improvements:** "[July 8, 2014]"

**Projected date of occupancy/commencement of operations at project site:** "[September 15, 2015]"

**Please indicate dates for phases if applicable:** "[N/A]"

**Location of existing company facilities:** "[

AATCC -	4501 Hwy 360, Fort Worth Texas, 76155
FTA -	4601 N. Hwy 360, Fort Worth Texas, 76155
SRO -	4700 American Blvd., Fort Worth Texas, 76155
HDQ1 -	4633 Amon Carter Blvd, Fort Worth Texas 76155
HDQ2 -	4255 Amon Carter Blvd., Fort Worth Texas 76155
Credit Union -	4151 Amon Carter Blvd., Fort Worth Texas, 76155
BRCC -	5510 Westmoreland St., Dallas Texas, 75257

Sand Shed - 4300 American Blvd., Fort Worth Texas, 76155]

Requested level of Tax Abatement: "[60]"% of eligible property for "[10]" years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request. "[The IOC (Integrated Operations Control) center will be a new building housing over 1,000 employees. The proximity to the HQ building is not of paramount importance as witnessed by the legacy US Airways center being located in Pittsburgh, PA and the main offices located in Tempe, AZ.

Several cities expressed interest in locating and providing incentives when the US Airways center was being considered. We expected nothing different as the center will employ a professional group with wages significantly higher than most competitive areas.

For this project, our initial plan was to expand the current facility. That direction was abandoned and a site for a new building began. The city of Fort Worth and Tarrant County have been great partners for many years and when it became known that an incentive program was available, our choice was clear.]"

### III. PROJECTED VALUE OF IMPROVEMENTS

Estimated Value of Real Property Improvements \$ "[55,000,000]"

Estimated Value of Personal Property Improvements \$ "[33,000,000]"

Will any infrastructure improvements (roads, drainage, etc.) be requested of Tarrant County for this project?

Yes  No

If yes, describe requested infrastructure improvements: "[N/A]"

Detail any direct benefits to Tarrant County as a result of this project (i.e., inventory tax, etc.): "[property tax, 1300 FTEs]"

### IV. EMPLOYMENT IMPACT AT PROJECT LOCATION

#### A. NEW EMPLOYMENT

Projected number of new jobs created as a result of the proposed improvements:

Full-time "[1300]" Part-Time "[N/A]"

Provide types of jobs created and average salary levels: "[See Attachment A, IOC Job Descriptions and Salary Ranges, Parts 1 & 2,]"

Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for each phase year): "[3Q2015, payroll \$87,000,000 +]"

Percentage of new jobs to be filled by Tarrant County residents: "[25]"%

Number of employees transferring from other company locations: "[500+]"

#### B. CONSTRUCTION RELATED EMPLOYMENTS

Projected number of construction related jobs: "[350]"%

Estimated total construction payroll: \$ "[11,000,000]"

Commitment as to percentage of construction dollars to be spent with Tarrant County contractors or subcontractors: "[25]"%

Commitment as to percentage & total dollars of construction contracts to be awarded to DBE: "[15% or \$8,250,000, whichever is greater]"%

#### C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT

Current Number of Employees: Full-time "[800]" Part-time "[0]"

Average annual payroll: \$ "[67,000,000]"

Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity: "[

Non-minority 81%

Minority 19%

Male 67%

Female 33%]"

#### D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE

Full-time Employees  Part-time Employees  Employee Dependents  Not Available

Average monthly employee cost for health care benefits: Individual: \$ "[See Attachment B – Brief Description of employee benefit package]"

Family: \$ "[See Attachment B – Brief Description of employee benefit package]"

Other employee benefits provided or offered: "[See Attachment B – Brief Description of employee benefit package]"

#### V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT

Estimated amount of annual supply and services expenses: \$ "[350,000 plus \$150,000 which is sole sourced]"

Detail any supply/services expenses that are sole source: "[It is OEM supplies and services. Management and card access systems plus special cabling and energy systems related to legacy and industry specialized equipment]"

Percentage of total supplier/services expenses committed to Tarrant County businesses: "[25]"%

Percentage of total supplier and services expenses committed to DBE: "[15]"%

#### VI. ENVIRONMENTAL IMPACT OF PROJECT

Indicate if development, construction, equipment, distribution methods, and/or operational processes may impact the environment in the following areas, attach detail if necessary:

Air Quality  Water Quality  Solid Waste Disposal  Storm/Water Runoff

Floodplain/Wetlands  Noise levels  Other (specify)  "[See Attachments C - Construction Impact to Environment]"

Provide detail on existing and new fleet vehicles, specifying types of vehicles, quantities and fuel used (gasoline, diesel, LP gas, CNG, etc.): "[N/A]"

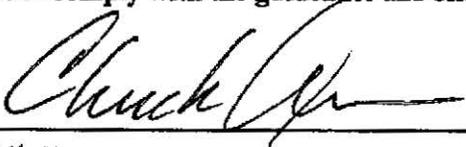
**VII. ADDITIONAL INFORMATION (TO BE ATTACHED)**

- Letter addressing Economic Qualifications and additional criteria for abatement, Section III (h) and (i) of Tarrant County Tax Abatement Policy – See attachment “Summary of Project”
- Descriptive list and value of real and personal property improvements – see attachment “Summary of Project
- Plat/Map of Project Location
- Project Time Schedule – See attachment “Project Time Table”
- Owner’s policy regarding use of disadvantaged Business Enterprises – see attached “Supplier Diversity”
- Owner’s policy addressing regional air quality/non-attainment status (use of alternative fuels, employee trip reduction, etc.) and plan for participation in regional Ozone Action Program – see attachment “Environmental Policy”. While it states it is the US Airways policy, it will be adopted by the new AA.
- Tax Certificate showing property taxes paid for most recent year - Please see three attachments (Tax Package, pages 3 of 3) for the property tax bills associated with the current building. There are two bills for improvements and one for possessory interest for the building. The current IOC occupies approximately 21.3% of that building.

**VIII. CERTIFICATION**

Upon receipt of a completed application, Tarrant County may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.\*

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the “Tarrant County Tax Abatement Policy” and agree to comply with the guidelines and criteria stated therein.

  
Signature

*Managing Director - G.A.*  
Title

Chuck Allen  
Printed Name

*6-25-14*  
Date

Return completed application and attachments to:  
Economic Development Coordinator  
Tarrant County Administrator’s Office

100 E. Weatherford Street, Suite 404

Fort Worth, Texas 76196-0609

You may also forward an electronic copy of the completed report to:

[lmcmillan@tarrantcounty.com](mailto:lmcmillan@tarrantcounty.com)

Please note that if you do submit this form electronically, you must also submit an original hard copy of the report to the above stated physical address for proper filing and review.

For assistance call: (817) 884-2643

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\* As per Section IV (f) of the Tarrant County Tax Abatement Policy Guidelines and Criteria, this application must be filed prior to commencement of construction or installation of improvements in order to be eligible for County tax abatement.

DEPT	POSITION TITLE	Auth. Levels	JOB DESCRIPTION	QUALIFICATIONS
OPERATIONS	Director SOC Center	7 (was L6 prior to redesign)	Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers (Level 6) in their absence	AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.  The L5 and L6 jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the L6 Center Manager who is also call the Manager on Duty. Generally there are 3-4 L5 DOC Managers and 1 L6 SOC Manager on duty at all times in SOC. The L5s focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific OSO (off schedule operations). The L6s focus on macro issues and OSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.
OPERATIONS	Mgr Technical Procedures & Training	5	Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.	Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM /ASAP/ AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING SYSTEMS AND PROCEDURES. SOME TRAVEL REQUIRED.	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MACINTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Spec Technical Support	4	ACTS AS SYSTEM OPERATIONS CONTROL/DISPATCH TECHNICAL LIAISON AND COORDINATOR FOR IMPLEMENTATION AND STEADY STATE SUPPORT OF AA SYSTEMS AND SERVICES FOR AIRLINE MERGERS, ACQUISITIONS AND CONTRACT SERVICES. COORDINATES INTERFACE OF SYSTEMS AND RELATED PROCEDURES FOR SYSTEM OPERATIONS CONTROL AND DISPATCH FUNCTIONS. PROVIDES PROJECT MANAGEMENT AND CONTRACT BUDGET ADMINISTRATION. DEVELOPS AND ADMINISTERS SOC'S WEB SITE THROUGH COORDINATION WITH INFORMATION TECHNOLOGY SERVICES, VENDORS AND VARIOUS FUNCTIONAL GROUPS. ASSISTS SOC TECHNICAL OPERATIONS DEPARTMENT IN SAFETY AUDITS, AVIATION SAFETY ACTION PROGRAM /ASAP/ AND IN DEVELOPMENT, TESTING AND IMPLEMENTATION OF SOC'S COMPUTER OPERATING SYSTEMS AND PROCEDURES. SOME TRAVEL REQUIRED.	COLLEGE DEGREE IN A TECHNICAL FIELD OR EQUIVALENT OCCUPATIONAL EXPERIENCE REQUIRED. FAA AIRMAN CERTIFICATE PREFERRED. MUST BE A HIGHLY MOTIVATED SELF-STARTER WITH SKILLS TO MANAGE MULTIPLE PROJECTS. STRONG BACKGROUND IN AIRLINE FLIGHT OPERATIONS CONTROL AND DISPATCH FUNCTIONS. THOROUGH KNOWLEDGE OF AA FLIGHT PLANNING SYSTEM AND ALL OR SOME OF THE ASSOCIATED COMPUTER SYSTEMS SUCH AS SABRE, DECS, RES, WEATHER, NAVIGATION, AIRPORT ANALYSIS AND WEIGHT AND BALANCE. KNOWLEDGE OF TCP/IP TECHNOLOGY, PC/MACINTOSH SKILLS WITH WORD PROCESSING AND E-MAIL SYSTEMS VERY IMPORTANT. MUST BE ABLE TO COMMUNICATE EFFECTIVELY WITH PERSONNEL AT ALL LEVELS AND BACKGROUNDS REGARDING OPERATIONAL PROCEDURES AND REQUIREMENTS. ABOVE AVERAGE WRITTEN AND ORAL COMMUNICATIONS SKILLS.
OPERATIONS	Analyst Operations Center	3 to 4	Assists the SOC (System Operations Control) Center and Sector Managers with the coordination and management of the daily operation. Contacts senior management and/or responsible department representatives in the case of accidents or incidents. Compiles and tracks operational statistics. Prepares and distributes daily operational reports. Helps administer the Dispatcher work schedule. Issues SOC advisories/messages as directed by SOC Management.  Acts as the CCRO (Corporate Complaint Resolution Officer) and is the final authority for the corporation regarding the acceptance of passengers with either medical or physical disabilities as they relate to DOT CFR 14 PART 382 - Air Carrier Access Act. Acts as the liaison between Passenger Service and SOC personnel.	Strong background in airline and airport operations. Passenger Service or Flight Service experience preferred. Management experience is desirable. Experience working with Sabre PSS, MS Word, MS Excel, MS PowerPoint and CERS (Company Event Reporting System). Extensive FOS/DECS experiences. Excellent oral and written communication skills. Ability to work and make decisions under pressure. Shift work is required for this position.
OPERATIONS	Flight Plan Team Lead	3 to 4	The Lead Flight Planning Specialist is responsible for the management and maintenance of the Company's flight planning system, NOTAM and support databases. Ensures efficiency database operations through the leading of continuous database optimization efforts. Interacts with government and industry agencies to create additional optimization scenarios. Plans for the monthly ARINC 424 flight planning system database update. Leads team of system specialists responsible for the maintenance of all supporting databases to include: Avoid Area, Airport, Airport-Fleet, Preferred Arrival and Departure (PDAP), and FAA Preferred Route and Coded Departure Route Database. Collects, coordinates, analyzes, and prepares changes to the flight plan and navigation database. Ensure synchronization between aircraft databases. Analyzes information for requested changes to operational databases to validate efficiencies, effectiveness, and applicability. Proactively recognizes potential system improvements. Responsible for the development and implementation of internal flight planning, route, and navigation issues procedures. Maintains a presence in industry meetings as necessary to ensure representation of American Airlines with an emphasis on North America and European CFMU interaction. Manages activities of systems specialists to include planning, selection, motivation, assigning and directing work, performance management and resolving issues.	Operations Planning is looking for a decisive, self-motivated, individual with strong leadership and analytical skills. Excellent written and verbal communication skills to interact effectively with technical and non-technical personnel. Proven skill in planning, organizing, and managing time across multiple tasks and through subordinates. Ability to establish and execute project plan requirements in addition to managing multiple project plans currently. Proven technical and analytical skills to understand identify, interpret, and execute optimization efforts. Five years of direct recent experience in a flight operations environment for an air carrier, large corporate or military structure required. Licensed airman with Flight Dispatch, Pilot, Navigator, or Air Traffic Control preferred. Familiarity with Jeppesen Jetplan IV engine preferred. Science, Computer Science degree or related field preferred. Moderate knowledge of UNIX operating environment and scripting preferred. Extensive industry knowledge regarding issues associated with flight planning, CDM, or advanced navigation techniques preferred. Moderate knowledge and understanding of ICAO and FAA Rules of the Air required. Familiarity with EUROCONTROL IFPS, CFMU, and RAD preferred. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.

OPERATIONS	Coordinator Air Traffic Systems	5	<p>The Air Traffic Systems Coordinator will represent American Airlines in areas of -</p> <ul style="list-style-type: none"> <li>- Airspace and route efficiency</li> <li>- Airport capacity enhancements</li> <li>- Airport expansion and construction Issues</li> <li>- Air Traffic safety work groups</li> <li>- Air Traffic Deviations</li> <li>- Tactical and strategic Air Traffic Management coordination and recommendations within the United States, Europe, and international areas.</li> <li>- Single European Sky (SES) Air Traffic Management system enhancements activities and working groups</li> <li>- Next Generation Air Transportation System (NextGen) enhancements activities and working groups</li> <li>- Collaborative Decision Making (CDM) activities and working groups</li> </ul> <p>Must work closely with American Airlines Flight Operations Management to communicate and resolve matters involving Air Traffic Control (ATC). Reviews ATC system efficiency on a daily basis to ensure airports and airspace operated at maximum capacity. Recommends improvements to airport operations, ATC procedures, and airspace in areas served by American Airlines.</p> <p>Job location is to be determined, either Washington DC or New York City area.</p>	<ul style="list-style-type: none"> <li>- Must have excellent oral and written communication skills.</li> <li>- Excellent interpersonal skills, ability to build productive relationships within the airline industry and the Air Navigation Service Providers (ANSP).</li> <li>- Excellent knowledge of NextGen and SES plans and enhancements.</li> <li>- Previously fully qualified Air Traffic Controller with Air Traffic Management background.</li> <li>- Previous Air Traffic Control Supervisor or Manager experience</li> </ul>
OPERATIONS	Mgr SOC Administration	6	<p>Directs and supervises on-duty dispatchers and dispatchers in training during scheduled and non-scheduled operations. Ensures related support activities are carried out in accordance with the operating plan. Performs FAR required dispatcher competency checks to ensure compliance of FAA and AA policies and procedures. Monitors and creates operational plans to mitigate effects of weather, aircraft mechanical problems, air traffic control constraints, fuel supplies, labor problems, or other sources of disruption to the overall airline operation. Responsible for the safe and dependable operation of the airline while continuing to focus attention on the economic savings that can be achieved through fuel conservation. Assists with future technology issues to ensure AA continues to be an industry leader in all phases of airline operations control. Performs the duties of the Center Managers (Level 6) in their absence</p>	<p>AA currently has 2 levels. Below are the distinctions between the lower level job (level 5) and the higher level 6 job.</p> <p>The L5 and L6 jobs are really the same job, same skill level and licensing requirements. However, as in any emergency type operating environment, they need one person on each shift who is the ultimate decision maker and "boss". That person is the L6 Center Manager who is also call the Manager on Duty. Generally there are 3-4 L5 DOC Managers and 1 L6 SOC Manager on duty at all times in SOC. The L5s focus on operational issues in their assigned area, (different parts of the country, East coast, West coast, etc) and on micro decisions regarding specific flights and specific OSO (off schedule operations). The L6s focus on macro issues and OSO situations that impact the entire system - like weather issues at a hub that cause the big areas in the system to be disrupted.</p>
OPERATIONS	Mgr Policy & Procedures	5	<p>Responsible for the development and implementation of technical procedures for System Operations Control and associated flight operating computer systems. Acts as technical liaison with various company and industry groups. Oversees dispatcher training program consisting of curriculum development, training schedules and training record keeping. Directs and supervises operations analysts and technical support specialists assigned to the technical operations group.</p>	<p>Extensive airline operational experience with strong technical background in Federal aviation regulations, air traffic control procedures, meteorology, flight planning, aircraft performance and airport operations. Must possess aircraft dispatcher license and be thoroughly familiar with all aspects of American Airlines dispatch policies and procedures. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Weight & Balance	5	<p>Manages a staff of 75 weight and balance planners, 10 M/S and one support staff.</p> <p>Responsible for the issuance, currency and consistency of policy and procedures relating to: &amp;#223; Weight and Balance technical policy and procedures and training &amp;#223; Weight and Balance policies and procedures &amp;#223; Act as liaison between Weight &amp; Balance, Ops Engineering, Airport and Cargo Services &amp;#223; Ensure FAA Self Disclosure policy guidelines are followed &amp;#223; Ensure departmental dependability goals are met &amp;#223; Ensure departmental budgetary goals are maintained o Responsible for hiring management personnel. o Ensuring employee lost time ratios stay within corporate guidelines o Maintain and administer the SOC budget process</p>	<p>BS degree in a technical field or equivalent experience with excellent leadership and supervisory skills. Manages and provides leadership for technical and administrative personnel in the planning, organizing, and staffing of all Weight and Balance/Load Planning tasks, functions and responsibilities. Manages the daily operation of Central Load Planning and serves as the weight and balance liaison with other organizations internal and external to American Airlines including external customers. This job is subject to DOT drug and alcohol testing. Additionally, previous employers will be contacted to verify any DOT drug violations and/or refusals to test from the past two years.</p>
OPERATIONS	Mgr Ops Communications Engineering	5	<p>May not be accurate job description:</p> <p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and international agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<ul style="list-style-type: none"> <li>- Requires 6 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatch, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</li> </ul>

OPERATIONS	Mgr Flight Planning	5	<p>Manages the AA Flight Planning Support Department responsible for route planning, navigation databases, NOTAM and aeronautical documentation for AA and American Eagle Airlines flight crews. Manager, establish and modify flight planning system, navigation, NOTAM, route optimization and system interface policy and procedures. Interface with FAA and international agencies on flight route optimization. Responsible for disaster recovery system to support the flight planning process in the event of a loss of the mainframe SABRE FOS system. Lead cross departmental group responsible for monitoring airspace usage relative to airspace availability and competitor airspace access. Has authority over and represents AA's position on issues relating to flight air traffic management with industry, inter-government agencies, or state agencies. Works closely with FAA Certificate Management Office on certification and quality assurance of weather products, procedures and systems used by AA. Responsible for department staffing, headcount, attendance, training, discipline and budget.</p>	<p>- Requires 6 years experience in large corporation, military, or air carrier flight operations department, airman with a flight dispatch, pilot, navigator or air traffic controller license, and bachelor's degree in human resources, personnel administration, industrial and labor relations, management, business, aviation management or equivalent through any combination of education, training or experience</p>
OPERATIONS	Coordinator Weight & Balance Planning	3	<p>Interprets and enforces company and departmental policies and procedures for Weight &amp; Balance Planning. Communicate, coordinate and resolve time sensitive issues across all operational departments. Research and document weight and/or balance discrepancies. Manages the day-to-day operational staffing needs. Performs coaching and counseling for attendance and performance issues. Supervises training, quality control and schedule functions of Weight &amp; Balance Planning.</p>	<p>Must be able to make time critical, safety sensitive decisions. Strong RES and DECS knowledge essential. Previous leadership or supervisory experience is preferred. Previous load planning experience is preferred. The ability to communicate in a calm, effective and concise manner in stressful situations. Must be able to work comfortably with administrative applications such as Microsoft Word and Excel. Above average oral, communication and analytical skills required. Must be able to read, write, fluently speak and understand the English language. Must be self-managed. 24/7 operation with shift work required. This job is subject to DOT drug and alcohol testing.</p>

## Salary Range Tables

### Weight and Balance Planners

Workgroup Salary Ranges Effective January 4, 2014

#### Hourly

Level	Hire Rate	Maximum
42	10.12	23.22

**Note:** New hire increase - Effective May 1, 2003, new hire Planners are eligible for a \$.47 salary increase upon successfully completing six (6) months of company service.

### Support Staff

Workgroup Salary Ranges Effective January 1, 2014

Support Staff Level	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
52	9.96 – 11.66	11.67 – 12.89	12.90 – 14.13	14.14 – 15.35
53	10.87 – 12.95	12.96 – 14.48	14.49 – 16.03	16.04 – 17.56
54	11.98 – 14.29	14.30 – 15.98	15.99 – 17.70	17.71 – 19.41
55	12.80 – 15.32	15.33 – 17.26	17.27 – 19.22	19.23 – 21.1

**Management/Specialist**

Workgroup Salary Ranges Effective January 1, 2014

PS Group/PS Level	Min Annual	Max Annual						
MGT/SPEC 1	29,916.82	37,832.42	37,832.67	44,509.24	44,509.49	48,957.07	48,957.32	53,840.72
MGT/SPEC 2	34,601.70	43,803.32	43,803.57	51,533.69	51,533.94	56,686.68	56,686.93	62,360.87
MGT/SPEC 3	40,912.22	52,059.71	52,059.96	61,257.66	61,257.91	67,351.70	67,351.95	74,084.76
MGT/SPEC 4	48,542.28	62,019.32	62,019.57	72,970.15	72,970.40	80,235.31	80,235.56	88,261.88
MGT/SPEC 5	67,997.92	79,652.54	79,652.79	90,082.67	90,082.92	99,089.82	99,090.08	109,004.08
MGT/SPEC 6	79,061.71	94,877.38	94,877.63	105,430.40	105,430.66	115,961.38	115,961.64	127,561.63

## **TWU Maintenance Technical Specialist**

Workgroup Salary Ranges Effective December 9, 2013

Starting regular pay rate - \$30.62

Max pay rate - \$36.79

- Employees are eligible for a \$5.00 per hour license premium if they hold both FAA Airframe and FAA Power Plant Licenses.
- Employees are eligible for a \$2.55 per hour Line Premium.
- Employees are eligible for a \$1.55 per hour Maintenance Control Technician (MCT) Premium.
  
- Employees will have Longevity Premium added to their regular rate per hour of \$.21 cents upon completing 17 years of service up to \$.30 cents per hour upon completing 20 years of service.

Employee Benefit information listing the Health Benefits options and costs and SuperSaver 401(k) offerings with up to 5.5% Company match can be found using [www.my.aa.com](http://www.my.aa.com)

- Contribute through convenient payroll deductions
- Save for the future on a before-tax basis
- Reduce your taxes in retirement by making Roth 401(k) after-tax contributions
- Receive up to 5.5% in company matching contributions when you become eligible

LAA and LUS contributed \$379 million and employees contributed \$437 million to the 401(k) plans in 2013.

We believe choice is important, so every team member, regardless of circumstances, can create the benefits package that meets his or her specific needs. **Take a look at our wide-ranging benefits:**

- Medical, dental and vision coverage
- Health Spending Accounts and Flexible Spending Accounts to help you cover the cost of eligible health care and dependent day care expenses
- Life, accident and disability coverage
- Tax-advantaged retirement savings through our Super Saver 401(k) Plan
- Other benefits, such as auto and home, and group legal insurance

We also offer Healthmatters, our award-winning wellness program, to help you live healthier today for a better tomorrow.

These rates apply to **all full-time employees:**

	<b>Employee Only</b>	<b>Employee + Spouse/ Domestic Partner</b>	<b>Employee + Child(ren)</b>	<b>Family</b>
<b>Preferred</b>	\$60.48	\$157.24	\$108.86	\$211.67
<b>Tier 1</b>	\$75.60	\$196.55	\$136.08	\$264.59
<b>Tier 2</b>	\$90.72	\$235.86	\$163.29	\$317.51

Describe any environmental impacts associated with this project.

The current project will be designed with back up power generators that are only utilized when there is a power failure from the current campus utility plant, or required maintenance. They will be designed and constructed in compliance with EPA regulations regarding diesel power generation equipment.

The current footprint of the building will be located within an existing parking lot. The additional green space around this footprint will reduce the impervious cover and not require additional storm water drainage.

Primary utility service will come from the current campus utility plant. Furthermore, the existing on site infrastructure of the surrounding campus (sanitary, storm, IT, power) is adequate for back up improvements, therefore no new offsite utilities are required. The current building will fall within an existing parking lot and will not require any new streets.

# American Airlines

## IOC Project

AA (American Airlines, Inc.) is a major U.S. airline headquartered in Fort Worth, Texas. It operates an extensive international and domestic network, with scheduled flights throughout North America, the Caribbean, South America, Europe, and Asia, carrying passengers and cargo.

The IOC (Integrated Operations Control center) project will combine all daily flight operational areas into a centralized location. This includes the relocation of US Airways control center in Pennsylvania.

The center provides flight plans including route instructions, alternative destinations, fuel, passenger and cargo load configurations as well as flight and aircraft take off settings. It will also provide services for passenger re-accommodation, flight crew scheduling and aircraft routing for maintenance during abnormal operations. Staff will engage with the air traffic control organizations in every country served by AA.

The project will provide the foundation for a state of the art platform for superior operational performance in the industry. The building will be approximately 149,000 square feet in total floor space and will be built on a plat currently serving as a paved parking lot. The planned capital investment is \$55,000,000.

The new construction will include a large open expanse for the aforementioned activity similar to the current center pictured below. It will also provide executive and management offices, training rooms and conference room facilities. An irregular operation and emergency situation room will be housed in the new facility.

The location is adjacent to our Reservations Center at 4700 American Boulevard, Fort Worth, Texas, 76155.

The personal property to be installed will also be state of the art. This will include but not be limited to desktop computers with multiple flat panel display screens, a server farm, equipment cooling apparatus and redundant power sources. Communications equipment will include wireless, land lines, "issue/situational lighting" and around the world radio transmitting devices. Special electronic navigation aids and satellite telecommunications will be used. AA has a personal property capital investment planned at \$33,000,000.

More details on the center's functions can be found on the next three pages.

# AA Integrated Operations Control (IOC)

## *Planning and Oversight of AA Operations*



### **Flight Dispatch**

- Provide overall Operational Control of American Airlines via strict adherence to FAA regulations and safety of flight procedures
- Flight planning to optimize route and fuel usage
- Coordination with FAA Air Traffic Control (ATC) to minimize enroute delays
- Weather prediction and schedule modification to meet airport arrival rates
- Diversion coordination during weather events and tarmac monitoring

### **Crew Scheduling**

- Ensure flights depart with legal and qualified Pilots and Flight Attendants
- Monitor, adjust, and communicate Pilot and Flight Attendant schedule changes in response to events such as irregular operations
- Manage work schedules of Pilots and Flight Attendants at domiciles
- Track and coordinate compliance with crew rest and fatigue issues

### **Maintenance Operation Control (MOC)**

- Management of all unscheduled out-of-service (OTS) aircraft
- Provision of technical expertise on each fleet operated by American Airlines - Expertise is conveyed through review and issuance of maintenance deferrals, review of parts and tooling to be used on an aircraft, discussion with Dispatch and Line Maintenance, regarding the limitations of restricted aircraft, and through in-flight discussion with flight crew personnel.
- Monitoring of parts movement for out of service aircraft
- Assess aircraft with conditions that may exceed maintenance manual limitations
- Oversight of maintenance tasks on aircraft, and efficient workload assignments to prevent unnecessary aircraft out of service events
- Coordinate with the Flight Test team—to evaluate, move, and in-flight test aircraft based on previous maintenance issues

## **Load Planning (Aircraft Weight and Balance)**

- Provide aircraft loading instructions and fueling instructions to stations worldwide via strict FAA regulatory guidelines, manufacturing aircraft limitations along with adherence to company policies
- Resolve weight and balance sensitive issues through close communication with stations
- Ensure all aircraft are within all weight and center of gravity parameters
- Provide final weight and balance takeoff information to flight crew

## **System Customer Service**

- Provide Customer Service advocacy within IOC planning teams
- Support worldwide station Airport Customer Service needs
- Provide overall Customer Service policy guidance

## **Corporate Complaint Resolution**

- Act as the final corporate contact for issues related to all ADA issue
- Collaborate with station personnel to ensure compliance with Rule 382
- Final corporate authority on all passenger issues related to AA's Conditions of Carriage

## **Flight Planning Support (FPS)**

- Manage the flight planning system navigation, airport, and route database
- Generate routes used by flights
- Monitor, manage, and update NOTAM (Notices to airmen) that affect operations
- Request overflight permits from foreign countries for scheduled and non-scheduled flights
- Manage weather systems for text and graphical weather data
- Coordinate the ATC process to file flight plans with ATC

## **Emergency Planning and Response Coordination**

- Collaborate on development and continuous improvement of emergency response policies and procedures with all departments
- Notify leadership and appropriate department heads of significant events such as aircraft accidents, incidents, damages, passenger disruptions, etc.
- Document and track various events in the company database - Corporate Event Reporting System (CERS)
- Facilitate activation and oversight of the Corporate Command Center in the event of a serious incident requiring interface with multiple departments
- Communicate, as appropriate, with FAA, DOD, and other authorities on significant aircraft incidents

## **Air Traffic Control**

- Support to Dispatch, Flight, and others through analysis of National Airspace System performance and make recommendations for improvement
- Assist in airspace redesign, ATC procedure efficiency and fly-ability
- Assist flight crews with any ATC related issues or questions
- Participate in airport development and improvement projects and mitigate airport project impact to AA operations

## **Operations Control Technology**

- Serve as a liaison between the IT department and Operations Control
- Research and implement technology to make functions within Operations Control more efficient
- Project Management support for the Integrated Operations Control IT toolset
- User acceptance testing of new applications and automated solutions
- Develops plans and works with new Air Traffic Control applications

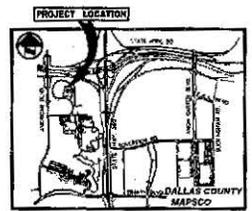
## **Support Staff / Leadership**

- IOC Senior Leadership
- Dispatch Leadership
- Policy and Procedure Oversight
- Air Traffic Control (ATC) planning and policy oversight
- Administration / IOC Planning
- Weight and Balance Planning Leadership
- Technology Support staff
- Clerical IOC support staff
- Adherence to AA's Safety Management System (SMS) Policies and Procedures

**AIRPORT FREEWAY**  
(A VARIABLE WIDTH R.O.R.)



0 25 50 100 150  
GRAPHIC SCALE IN FEET

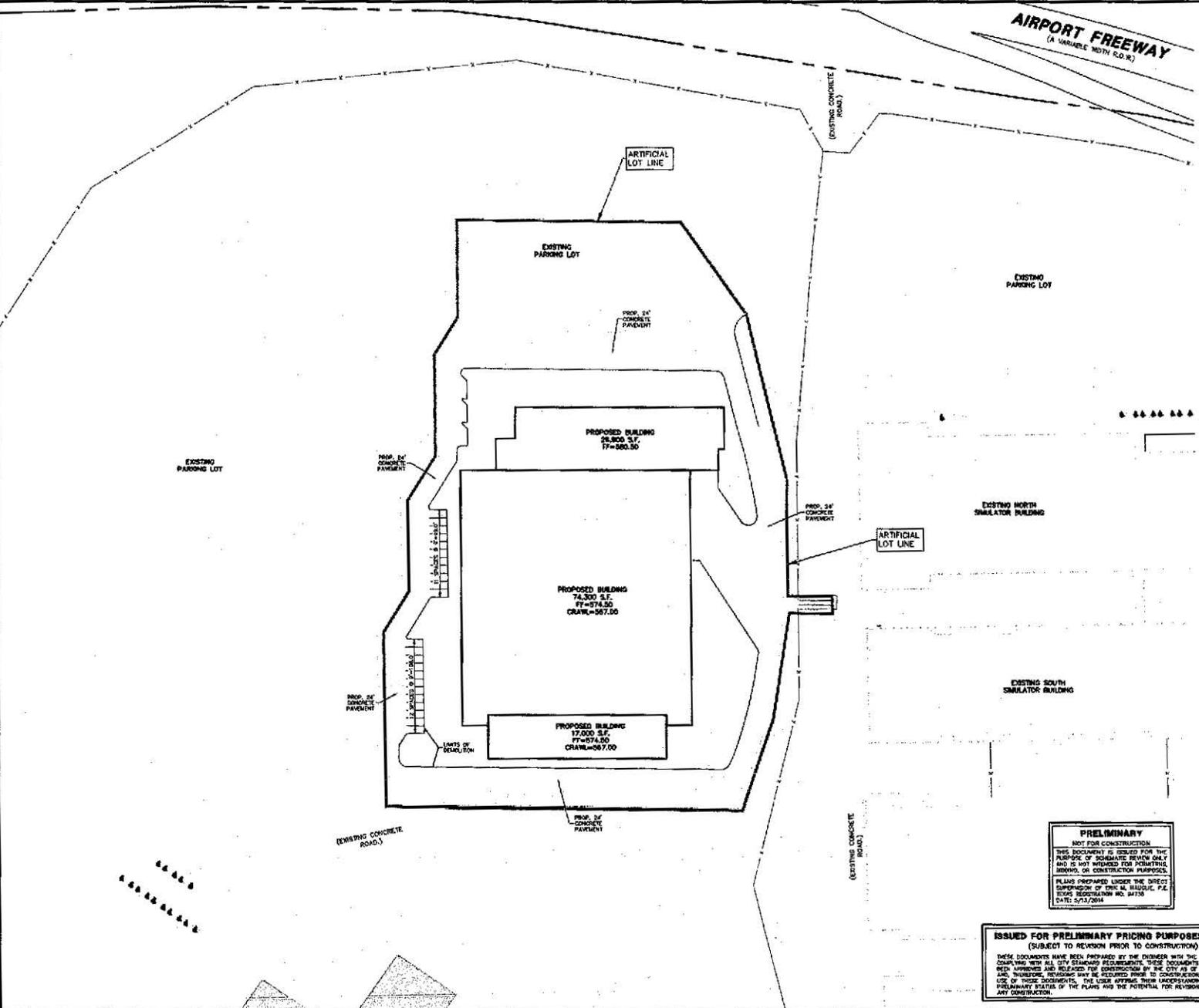


**LEGEND**

- |     |                            |     |                        |
|-----|----------------------------|-----|------------------------|
| TL  | BOLLARD                    | TL  | TELEPHONE BOY          |
| EM  | ELECTRIC METER             | FL  | FLOOD LIGHT            |
| PH  | POWER POLE                 | FL  | FLARE POLE             |
| LS  | LIGHT STANDARD             | RS  | RAINFALL SIGN          |
| WM  | WATER METER                | WS  | 1/2" INCH IRON ROD     |
| WV  | WATER VALVE                | WV  | 1/2" INCH IRON ROD     |
| ICV | IRRIGATION CONTROL VALVE   | CA  | CONTROLLING POINT      |
| PH  | PH                         | CA  | CONTROLLING POINT      |
| PC  | PROP. 2" CONCRETE PAVEMENT | PL  | PROPERTY LINE          |
| IS  | ISLAND                     | PL  | PROPERTY LINE          |
| MA  | MANHOLE                    | UL  | OVERHEAD UTILITY LINE  |
| CS  | TRAFFIC SIGNAL CONTROL     | UL  | OVERHEAD UTILITY LINE  |
| SP  | TRAFFIC SIGNAL POLE        | UD  | COORDINATE DESIGNATION |
|     |                            | --- | LIMITS OF DEVELOPMENT  |

**GENERAL NOTES**

- ALL WORK UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF DALLAS COUNTY, TEXAS, AND CITY OF FORT WORTH, TEXAS.
- BEFORE ANY CONSTRUCTION, THE CONTRACTOR SHALL BE FAMILIAR WITH THE PLANS INCLUDING ALL NOTES, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE CITY OF FORT WORTH, TEXAS, AND THE CITY STANDARD SPECIFICATIONS FOR CONSTRUCTION, AND ANY OTHER APPLICABLE REGULATIONS AND ORDINANCES RELATIVE TO THE PROPOSED CONSTRUCTION OF THE WORK SHOWN. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL SUCH APPLICABLE REGULATIONS AND ORDINANCES SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE REGULATIONS AND ORDINANCES.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA PROVIDED BY OTHERS. CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSING. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL MANHOLES, CULVERTS, VALVE BOXES, FIRE HYDRANTS, ETC., ARE NOT BE ADJACENT TO PROPOSED DRIVE LINES, AND CHECK BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF FORMER DRIVE AND GENERAL UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING THE CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.
- PROTECT AND MAINTAIN ROADWAY TRAFFIC THROUGHOUT THE PROJECT, PROVIDING A MINIMUM OF ONE (1) LANE OPEN IN EACH DIRECTION.
  - PROVIDE AND MAINTAIN SUFFICIENT ACCESS FROM ROADWAYS CURRENTLY IN USE TO ALL DRIVEWAYS AND HYDROLOGIC STRUCTURES OR ALLEYS.
  - MAINTAIN NORMAL PROJECT DRAINAGE DURING CONSTRUCTION OF DRIVEWAYS AND FACILITIES, INCLUDING, BUT NOT LIMITED TO, PROTECT AND MAINTAIN EXISTING DRAINAGE STRUCTURES REMOVED FOR CONSTRUCTION OF NEW DRAINAGE FACILITIES.
  - MAINTAIN ALL WORK AND MATERIAL STORAGE AREAS IN ORDERLY CONDITION FREE OF DEBRIS AND HAZARD, OR CONSTRUCTION OF CONSTRUCTION CLEAN UP THE SITE AND MAINTAIN AESTHETIC APPEARANCE TO ACCEPTABLE CONDITION, ALL AS PROVIDED IN THE GENERAL CONDITIONS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, BIDDING AND THREE-BID CONTRACTS, THE CONTRACTOR IS RESPONSIBLE FOR CONSULTING WITH ALL FEDERAL, STATE AND LOCAL REGULATORY AGENCIES REGARDING TRAFFIC SAFETY.
- SEE ALL ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
- SEE ALL ARCHITECTURAL PLANS FOR DETAIL BUILDING ENTRANCE, LANDSCAPE, PAVING, LANDSCAPE AND SIDEWALK.
- LANDSCAPE AND PROJECT DRAINAGE SHALL CONFORM TO THE DEPARTMENT OF TRANSPORTATION, MANUAL OF LANEWAY TRAFFIC CONTROL, SIGNAGE, AND LATEST UPDATES.



**PRELIMINARY**  
NOT FOR CONSTRUCTION  
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SOLICITING BIDDING ONLY AND IS NOT RELEASED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES. PLANS PREPARED UNDER THE DIRECT SUPERVISION OF THE M. BRIGGS, P.E. DATE: 2/13/2014

**ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY**  
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)  
THESE DOCUMENTS HAVE BEEN PREPARED BY THE DESIGNER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN VERIFIED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF DATE DATE AND THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER ASSUMES THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

NO.	DATE	REVISION

**Pacheco Koch** ASSOCIATES, INC. 4850 N. CENTRAL EXPY. SUITE 1000 DALLAS, TX 75206 972.333.3031  
DALLAS - FORT WORTH - HOUSTON - TEXAS TEXAS ENGINEERING FIRM L.L.P. TX REG. SURVEYING FIRM 15-00008-00

**OVERALL SITE PLAN**  
**AMERICAN AIRLINES WEST CAMPUS**

CITY OF FORT WORTH, TARRANT COUNTY, TEXAS					
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE NO.
XXX	XXX	MAY 2014	1"=50'		<b>GO.1</b>

DATE PLOTTED: 2/13/2014 11:17:11 AM

AMERICAN AIRLINES WEST CAMPUS

**6.086 ACRE TRACT**

Part of Lot 1, Block 1, American Airlines Addition  
A. J. Huitt Survey, Abstract No. 709  
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 6.086 acre tract of land described in situated in the A. J. Huitt Survey, Abstract No. 709, Tarrant County, Texas and being a part of Lot 1, Block 1, American Airlines Addition, an addition to the City of Fort Worth, Texas according to the plat recorded in Volume 388-45, Page 97 of the Plat Records of Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed to American Airlines, Inc. recorded in Volume 4440, Page 599 of the Deed Records of Tarrant County, Texas; said 6.086 acre tract being more particularly described as follows (bearing system based on a bearing of South 89 degrees, 57 minutes East for the south right-of-way line of State Highway No. 183 per deed recorded in Volume 5474, Page 96 of said Deed Records):

COMMENCING, at a TXDOT monument found in the south right-of-way line of State Highway No. 183 (a variable width right-of-way); said point being South 89 degrees, 57 minutes, 00 seconds East, a distance of 219.10 feet from the north end of a right-of-way corner clip at the intersection of the said south line of State Highway No. 183 and the east right-of-way line of American Boulevard (a variable width right-of-way); said point also being the beginning of a curve to the right;

THENCE, in a southeasterly direction, along the said south line of State Highway No. 183 and along said curve to the right, having a central angle of 06 degrees, 30 minutes, 12 seconds, a radius of 2,844.79 feet, a chord bearing and distance of South 86 degrees, 41 minutes, 54 seconds East, 322.73 feet, an arc distance of 322.90 feet to a point;

THENCE, South 06 degrees, 33 minutes, 12 seconds West, departing the said south line of State Highway No. 183, a distance of 225.99 feet to the POINT OF BEGINNING;

THENCE, South 87 degrees, 59 minutes, 54 seconds East, a distance of 253.48 feet to a point for corner;

THENCE, South 33 degrees, 55 minutes, 34 seconds East, a distance of 128.23 feet to a point for corner;

THENCE, South 12 degrees, 06 minutes, 05 seconds East, a distance of 192.79 feet to a point for corner;

THENCE, South 01 degrees, 27 minutes, 33 seconds West, a distance of 133.92 feet to a point for corner;

THENCE, South 88 degrees, 35 minutes, 35 seconds East, a distance of 50.17 feet to a point for corner;

THENCE, South 00 degrees, 22 minutes, 01 seconds West, a distance of 19.62 feet to a point for corner;

THENCE, North 88 degrees, 35 minutes, 51 seconds West, a distance of 48.81 feet to a point for corner;

THENCE, South 10 degrees, 29 minutes, 00 seconds West, a distance of 122.91 feet to a point for corner;

**6.086 ACRE TRACT**

(continued)

THENCE, South 20 degrees, 03 minutes, 49 seconds West, a distance of 109.50 feet to a point for corner;

THENCE, North 87 degrees, 59 minutes, 54 seconds West, a distance of 404.23 feet to a point for corner;

THENCE, North 01 degrees, 07 minutes, 30 seconds East, a distance of 200.63 feet to a point for corner;

THENCE, North 33 degrees, 30 minutes, 39 seconds East, a distance of 54.53 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 103.75 feet to a point for corner;

THENCE, North 33 degrees, 04 minutes, 21 seconds East, a distance of 60.72 feet to a point for corner;

THENCE, North 00 degrees, 57 minutes, 56 seconds East, a distance of 114.49 feet to a point for corner;

THENCE, North 33 degrees, 33 minutes, 15 seconds East, a distance of 50.92 feet to a point for corner;

THENCE, North 00 degrees, 56 minutes, 44 seconds East, a distance of 109.32 feet to the POINT OF BEGINNING;

CONTAINING, 265,084 square feet or 6.086 acres of land, more or less.

ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	<b>Milestones</b>	335 days	Tue 4/22/14	Wed 8/12/15	Milestones																													
2	Start Design	0 days	Tue 4/22/14	Tue 4/22/14	<ul style="list-style-type: none"> <li>Start Design</li> </ul>																													
3	Project Initial Funding	0 days	Wed 4/30/14	Wed 4/30/14	<ul style="list-style-type: none"> <li>Project Initial Funding</li> </ul>																													
4	Programming Complete	0 days	Fri 5/2/14	Fri 5/2/14	<ul style="list-style-type: none"> <li>Programming Complete</li> </ul>																													
5	Concept Design Complete	0 days	Tue 5/27/14	Tue 5/27/14	<ul style="list-style-type: none"> <li>Concept Design Complete</li> </ul>																													
6	Project Final Funding	0 days	Wed 6/4/14	Wed 6/4/14	<ul style="list-style-type: none"> <li>Project Final Funding</li> </ul>																													
7	Design Development Complete	0 days	Mon 6/23/14	Mon 6/23/14	<ul style="list-style-type: none"> <li>Design Development Complete</li> </ul>																													
8	Construction Mobilization	0 days	Fri 6/13/14	Fri 6/13/14	<ul style="list-style-type: none"> <li>Construction Mobilization</li> </ul>																													
9	Site Permit Received	0 days	Fri 6/13/14	Fri 6/13/14	<ul style="list-style-type: none"> <li>Site Permit Received</li> </ul>																													
10	Building Shell Construction Document Design Complete	0 days	Fri 8/1/14	Fri 8/1/14	<ul style="list-style-type: none"> <li>Building Shell Construction Document Design Complete</li> </ul>																													
11	Interior Construction Document Design Complete	0 days	Thu 9/4/14	Thu 9/4/14	<ul style="list-style-type: none"> <li>Interior Construction Document Design Complete</li> </ul>																													
12	Building Permit Received	0 days	Wed 8/20/14	Wed 8/20/14	<ul style="list-style-type: none"> <li>Building Permit Received</li> </ul>																													
13	Structure Complete	0 days	Thu 10/23/14	Thu 10/23/14	<ul style="list-style-type: none"> <li>Structure Complete</li> </ul>																													
14	Building Dry-in	0 days	Thu 11/13/14	Thu 11/13/14	<ul style="list-style-type: none"> <li>Building Dry-in</li> </ul>																													
15	Building Console Furniture Ready to Install	0 days	Thu 6/4/15	Thu 6/4/15	<ul style="list-style-type: none"> <li>Building Console Furniture Ready to Install</li> </ul>																													
16	Commissioning Begins	0 days	Thu 6/4/15	Thu 6/4/15	<ul style="list-style-type: none"> <li>Commissioning Begins</li> </ul>																													
17	Obtain TCO / Commissioning Complete	0 days	Wed 7/15/15	Wed 7/15/15	<ul style="list-style-type: none"> <li>Obtain TCO / Commissioning Complete</li> </ul>																													
18	Move In Ready	0 days	Wed 8/12/15	Wed 8/12/15	<ul style="list-style-type: none"> <li>Move In Ready</li> </ul>																													
19	<b>Design/Preconstruction</b>	94 days	Wed 4/23/14	Thu 9/4/14	Design/Preconstruction																													
20	Programming	8 days	Wed 4/23/14	Fri 5/2/14	<ul style="list-style-type: none"> <li>Programming</li> </ul>																													
21	Programming Development	7 days	Wed 4/23/14	Thu 5/1/14	<ul style="list-style-type: none"> <li>Programming Development</li> </ul>																													
22	Issue Program Package	0 days	Thu 5/1/14	Thu 5/1/14	<ul style="list-style-type: none"> <li>Issue Program Package</li> </ul>																													
23	Program Package Review and Approval by AA / IOC	1 day	Fri 5/2/14	Fri 5/2/14	<ul style="list-style-type: none"> <li>Program Package Review and Approval by AA / IOC</li> </ul>																													
24	Space Planning	32 days	Thu 5/1/14	Mon 6/16/14	<ul style="list-style-type: none"> <li>Space Planning</li> </ul>																													
25	Develop Space Plan	28 days	Thu 5/1/14	Fri 6/6/14	<ul style="list-style-type: none"> <li>Develop Space Plan</li> </ul>																													
26	Review with AA CRE	1 day	Wed 6/11/14	Wed 6/11/14	<ul style="list-style-type: none"> <li>Review with AA CRE</li> </ul>																													
27	Review with AA IOC	1 day	Fri 6/13/14	Fri 6/13/14	<ul style="list-style-type: none"> <li>Review with AA IOC</li> </ul>																													
28	Issue Final Space Plan	1 day	Mon 6/16/14	Mon 6/16/14	<ul style="list-style-type: none"> <li>Issue Final Space Plan</li> </ul>																													
29	Conceptual Design Phase	18 days	Mon 5/5/14	Tue 5/27/14	<ul style="list-style-type: none"> <li>Conceptual Design Phase</li> </ul>																													
30	Conceptual Design Development	8 days	Mon 5/5/14	Wed 5/14/14	<ul style="list-style-type: none"> <li>Conceptual Design Development</li> </ul>																													
31	Issue Conceptual Design Development Package	0 days	Wed 5/14/14	Wed 5/14/14	<ul style="list-style-type: none"> <li>Issue Conceptual Design Development Package</li> </ul>																													
32	Review with AA CRE	0 days	Wed 5/14/14	Wed 5/14/14	<ul style="list-style-type: none"> <li>Review with AA CRE</li> </ul>																													
33	Review with AA IOC	1 day	Fri 5/16/14	Fri 5/16/14	<ul style="list-style-type: none"> <li>Review with AA IOC</li> </ul>																													
34	Incorporate Concept Design Comments	5 days	Mon 5/19/14	Fri 5/23/14	<ul style="list-style-type: none"> <li>Incorporate Concept Design Comments</li> </ul>																													
35	Issue Final Concept Design to AA and Contractor	1 day	Tue 5/27/14	Tue 5/27/14	<ul style="list-style-type: none"> <li>Issue Final Concept Design to AA and Contractor</li> </ul>																													
36	Site Survey	13 days	Tue 5/6/14	Thu 5/22/14	<ul style="list-style-type: none"> <li>Site Survey</li> </ul>																													
37	Preliminary	8 days	Tue 5/6/14	Thu 5/15/14	<ul style="list-style-type: none"> <li>Preliminary</li> </ul>																													
38	Final	5 days	Fri 5/16/14	Thu 5/22/14	<ul style="list-style-type: none"> <li>Final</li> </ul>																													
39	Geotech Survey	19 days	Tue 5/6/14	Mon 6/2/14	<ul style="list-style-type: none"> <li>Geotech Survey</li> </ul>																													
40	Borings	8 days	Tue 5/6/14	Thu 5/15/14	<ul style="list-style-type: none"> <li>Borings</li> </ul>																													
41	Preliminary	5 days	Fri 5/16/14	Thu 5/22/14	<ul style="list-style-type: none"> <li>Preliminary</li> </ul>																													
42	Final	6 days	Fri 5/23/14	Mon 6/2/14	<ul style="list-style-type: none"> <li>Final</li> </ul>																													
43	Design Development Phase	23 days	Wed 5/28/14	Fri 6/27/14	<ul style="list-style-type: none"> <li>Design Development Phase</li> </ul>																													
44	Design Development	15 days	Wed 5/28/14	Tue 6/17/14	<ul style="list-style-type: none"> <li>Design Development</li> </ul>																													
45	Review with AA CRE	1 day	Thu 6/12/14	Thu 6/12/14	<ul style="list-style-type: none"> <li>Review with AA CRE</li> </ul>																													
46	Review with AA IOC	1 day	Fri 6/13/14	Fri 6/13/14	<ul style="list-style-type: none"> <li>Review with AA IOC</li> </ul>																													
47	QA/QC	6 days	Mon 6/16/14	Mon 6/23/14	<ul style="list-style-type: none"> <li>QA/QC</li> </ul>																													
48	Issue Long Lead Equipment Specs	0 days	Tue 6/17/14	Tue 6/17/14	<ul style="list-style-type: none"> <li>Issue Long Lead Equipment Specs</li> </ul>																													
49	Issue Design Development Package	0 days	Mon 6/23/14	Mon 6/23/14	<ul style="list-style-type: none"> <li>Issue Design Development Package</li> </ul>																													
50	Review with AA CRE	1 day	Wed 6/25/14	Wed 6/25/14	<ul style="list-style-type: none"> <li>Review with AA CRE</li> </ul>																													
51	Review with AA IOC	1 day	Fri 6/27/14	Fri 6/27/14	<ul style="list-style-type: none"> <li>Review with AA IOC</li> </ul>																													
52	Site Permit Package	10 days	Fri 5/16/14	Fri 5/30/14	<ul style="list-style-type: none"> <li>Site Permit Package</li> </ul>																													
53	Site Permit Development Development	10 days	Fri 5/16/14	Fri 5/30/14	<ul style="list-style-type: none"> <li>Site Permit Development Development</li> </ul>																													
54	Construction Document Phase	55 days	Wed 6/18/14	Thu 9/4/14	<ul style="list-style-type: none"> <li>Construction Document Phase</li> </ul>																													
55	Building Shell CD's	25 days	Wed 6/18/14	Wed 7/23/14	<ul style="list-style-type: none"> <li>Building Shell CD's</li> </ul>																													
56	Interior Construction Documents	30 days	Thu 7/10/14	Wed 8/20/14	<ul style="list-style-type: none"> <li>Interior Construction Documents</li> </ul>																													
57	Review status with AA CRE	1 day	Fri 7/11/14	Fri 7/11/14	<ul style="list-style-type: none"> <li>Review status with AA CRE</li> </ul>																													
58	Review status with AA IOC	1 day	Fri 7/18/14	Fri 7/18/14	<ul style="list-style-type: none"> <li>Review status with AA IOC</li> </ul>																													

Start Date: Tue 4/22/14  
 Finish Date: Wed 8/12/15  
 Run Date: Wed 6/4/14

Corgan and Holder Construction Company  
 Project Angus OPS Schedule

6/4/14









Register at [aa.com/supplierdiversity](http://aa.com/supplierdiversity).

 Join American Airlines Supplier Diversity group on LinkedIn.

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30167/0114/SUP

American Airlines 



**Supplier Diversity Program**

Open for  
business with  
your business.

Dedicated to the growth of minority, women, veteran, LGBT and small business-owned businesses.



# Together, we all succeed.

At American, we are committed to sourcing quality products and services for our customers. To fulfill that commitment, we rely on strong alliances with a wide base of suppliers and contractors who perform at the highest industry standards. The Supplier Diversity Program adds value to our supply chain by proactively seeking out minority, women, veteran, LGBT and small business owners.

Working fairly and effectively to ensure the success of our suppliers and contractors, we:

- **Evaluate** products and services on their merits, giving impartial consideration to all suppliers.
- **Award** contracts based on the highest quality, best delivery and the most competitive cost.
- **Review** the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards.
- **Assure** inclusion of minority and women-owned companies in procurement and construction opportunities.

The Supplier Diversity Program fosters mutually beneficial relationships with minority, women-owned and small businesses. We welcome the opportunity to work with you.

Sincerely,



Scott Kirby  
President



## Do you qualify?

To participate in the Supplier Diversity Program, a business must be at least 51% owned, controlled and operated by one or more of the following:

- African Americans
- Asian Americans
- Hispanic Americans
- Native Americans
- Women
- LGBT
- Veterans & Service Disabled Veterans

Company status must be validated by a third-party agency or council, or be certified from a qualified agency:

- Small Business Administration
- Affiliates of the National Minority Supplier Development Council
- Affiliates of the Women's Business Enterprise National Council
- National Gay & Lesbian Chamber of Commerce
- Other city, state and national agencies

## How to register.

If you own or operate a qualified business, please visit [aa.com/supplierdiversity](http://aa.com/supplierdiversity) and complete the online registration. You will receive a confirmation email, and your information will be forwarded to the appropriate American Airlines contact person for review.

Contact [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com) for additional information.

# American Airlines

## Supplier Diversity

The Supplier Diversity program affords qualified minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses the opportunity to participate as potential suppliers for products and services for American Airlines.

American sources the best quality products and services to provide to our customers. To do so, we rely on our suppliers and contractors to perform to the highest industry standards. The Supplier Diversity program is designed to bring the added value of diversity to our purchasing program by proactively seeking out diverse suppliers through direct relationships with American and indirect relationships with our prime suppliers and contractors. The program is a catalyst to foster mutually beneficial relationships with minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses locally and throughout the United States.

At American Airlines, we:

- Evaluate products and services on their merits, giving fair and impartial consideration to all suppliers
- Award contracts based on the highest quality and best delivery combined with the most competitive cost to the corporation
- Review constantly the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards
- Assure inclusion of diverse companies in the procurement opportunities

<http://www.aa.com/i18n/aboutUs/supplierDiversity/main.jsp>

### Supplier Diversity: Qualifications

To qualify for the Supplier Diversity program, a business must be at least 51 percent owned, controlled and operated by one or more of the following:

African-Americans

Native Americans

Women

Asian-Americans

Hispanic-Americans

LGBT

Veterans

Service Disabled Veterans

Validation of the firm's minority-owned or women-owned status by a third party agency or council is required. Certifications from qualified agencies, examples of which are listed below, are acceptable.

Small Business Administration

Affiliates of the National Minority Supplier Development Council

Affiliates of the Women's Business Enterprise National Council

National Gay & Lesbian Chamber of Commerce

## Other city, state and national agencies

A minority-owned small business is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged. A minority-owned small business could also be a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more historically underutilized (socially and economically disadvantaged) individuals and has its management and daily business controlled by one or more such individuals. This same definition applies to economically disadvantaged Indian tribe(s), Native Hawaiian organization(s) or publicly owned businesses that have at least 51 percent of stock unconditionally owned by one of these entities. These businesses must have management and daily business controlled by members of a historically underutilized (economically disadvantaged) Indian tribe or Native Hawaiian organization, and meets the regulations of the Small Business Administration.

Individuals who are African-Americans, Hispanic-Americans, Native Americans, Asian-Pacific Americans, and Subcontinent-Asian Americans are considered historically underutilized (socially and economically disadvantaged) by the Small Business Administration:

African-Americans are U.S. citizens whose origins are in the Negroid race

Hispanic-Americans are U.S. citizens whose origins are in South American, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, or the Iberian Peninsula, including Portugal

Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians

Asian-Pacific Americans are U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia

Subcontinent Asian-Americans are U.S. citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal

A women-owned business is one that is at least 51 percent owned by a woman or women who also control and operate the business.

A small business that is at least 51 percent owned by individual(s) who have a physical or mental impairment which substantially limits one or more of such person's major life activities. Individual(s) must be involved in the day-to-day management of the business.

A small disabled veteran-owned business is one that is at least 51 percent owned by individual(s) who have a physical or mental impairment that substantially limits one or more of such person's major life activities. The physical or mental impairment must have been sustained during active service in one of the United States armed services. Individual(s) must be involved in the day-to-day management of the business.

<http://www.aa.com/i18n/aboutUs/supplierDiversity/qualifications.jsp>

### **Supplier Diversity: Registration**

If you are registering for the first time, the system will prompt you to create a password for the registration process.

When the registration is completed, please email a copy of your certification to [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com). Once we receive the certification, you will receive a confirmation email that includes the name and contact information for the person within American that is responsible for the area that you have selected as your primary business category. Please contact that person regarding possible business opportunities.

If you are currently in our database or are not sure whether you are still in our database, please send an e-mail to [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com) to receive your password. Once you receive it, you can access your record to update it as you find necessary.

If you have any questions regarding this process, please contact us at [supplierdiversity@aa.com](mailto:supplierdiversity@aa.com).

Join American Airlines Supplier Diversity group on LinkedIn to get updates on events and other important information concerning the Supplier Diversity program.

<http://www.aa.com/i18n/aboutUs/supplierDiversity/registration.jsp>

### Section 01-05. ENVIRONMENTAL POLICY

The Environmental Policy is endorsed by US Airways leadership and covers and includes a commitment to meet or exceed relevant government, state, and local regulations. The policy is reviewed annually by management and communicated to all employees.

#### 1. Policy

At US Airways, we will strive to improve our environmental performance and comply with Federal, State and local regulations. We will seek to manage our operations locally by:

- Identifying significant aspects and impacts of our activities on the environment, including noise pollution, emissions from aircraft and/or ground vehicles, and maintenance of aircraft and ground equipment.
- Developing programs and adhering to policies and procedures to address these issues.

We will implement environmental management and review systems to:

- Mitigate environmental risks.
- Ensure potential environmental impacts are taken into account in our business decisions and commercial activities.
- Monitor, audit and review our performance, striving for continual improvement.
- Set clearly defined objectives and goals, address improvements in environmental performance, and report against them.
- Strive to meet or exceed regulatory requirements.
- Use natural resources efficiently, minimize waste and harmful releases to the environment.
- Incorporate, reduce, reuse, or recycle into all of our processes where available.
- Support, advise and train staff to maintain and/or improve environmental performance, and
- Raise awareness of environmental impacts and issues.

The aspects and objectives of environmental performance and management can be found in the **Safety Policy Procedure Manual** and the **Environmental Management Manual**.

The Green Team, chaired by our Executive Vice President and Chief Operating Officer, coordinates sustainability efforts across US Airways. This group promotes the implementation of good environmental practices within the company and its supply chain.

Environmental Programs monitors environmental compliance and alerts senior management when additional action is needed to comply with local, state and federal regulations and US Airways Environmental Policy and/or maintain its standard of environmental management.

# American Airlines

## Supplier Diversity

The Supplier Diversity program affords qualified minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses the opportunity to participate as potential suppliers for products and services for American Airlines.

American sources the best quality products and services to provide to our customers. To do so, we rely on our suppliers and contractors to perform to the highest industry standards. The Supplier Diversity program is designed to bring the added value of diversity to our purchasing program by proactively seeking out diverse suppliers through direct relationships with American and indirect relationships with our prime suppliers and contractors. The program is a catalyst to foster mutually beneficial relationships with minority-owned, women-owned, veteran-owned, service disabled veteran-owned, LGBT, diverse and small businesses locally and throughout the United States.

At American Airlines, we:

- Evaluate products and services on their merits, giving fair and impartial consideration to all suppliers
- Award contracts based on the highest quality and best delivery combined with the most competitive cost to the corporation
- Review constantly the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards
- Assure inclusion of diverse companies in the procurement opportunities

<http://www.aa.com/118n/aboutUs/supplierDiversity/main.jsp>

### Supplier Diversity: Qualifications

To qualify for the Supplier Diversity program, a business must be at least 51 percent owned, controlled and operated by one or more of the following:

African-Americans

Native Americans

Women

Asian-Americans

Hispanic-Americans

LGBT

Veterans

Service Disabled Veterans

Validation of the firm's minority-owned or women-owned status by a third party agency or council is required. Certifications from qualified agencies, examples of which are listed below, are acceptable.

Small Business Administration

Affiliates of the National Minority Supplier Development Council

Affiliates of the Women's Business Enterprise National Council

National Gay & Lesbian Chamber of Commerce

Other city, state and national agencies

A minority-owned small business is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged. A minority-owned small business could also be a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more historically underutilized (socially and economically disadvantaged) individuals and has its management and daily business controlled by one or more such individuals. This same definition applies to economically disadvantaged Indian tribe(s), Native Hawaiian organization(s) or publicly owned businesses that have at least 51 percent of stock unconditionally owned by one of these entities. These businesses must have management and daily business controlled by members of a historically underutilized (economically disadvantaged) Indian tribe or Native Hawaiian organization, and meets the regulations of the Small Business Administration.

Individuals who are African-Americans, Hispanic-Americans, Native Americans, Asian-Pacific Americans, and Subcontinent-Asian Americans are considered historically underutilized (socially and economically disadvantaged) by the Small Business Administration:

African-Americans are U.S. citizens whose origins are in the Negroid race

Hispanic-Americans are U.S. citizens whose origins are in South American, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, or the Iberian Peninsula, including Portugal

Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians

Asian-Pacific Americans are U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia

Subcontinent Asian-Americans are U.S. citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal

A women-owned business is one that is at least 51 percent owned by a woman or women who also control and operate the business.

A small business that is at least 51 percent owned by individual(s) who have a physical or mental impairment which substantially limits one or more of such person's major life activities. Individual(s) must be involved in the day-to-day management of the business.

A small disabled veteran-owned business is one that is at least 51 percent owned by individual(s) who have a physical or mental impairment that substantially limits one or more of such person's major life activities. The physical or mental impairment must have been sustained during active service in one of the United States armed services. Individual(s) must be involved in the day-to-day management of the business.

<http://www.aa.com/i18n/aboutUs/supplierDiversity/qualifications.jsp>



00024-43-000000TAR7

**Entity (Corp)**  
200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**  
4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

**\*\*PAYABLE TO:** TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**  
00000036420

**Description**

**Account Type**  
REAL ESTATE

**Tax Year**  
2013

**TAXABLE VALUE**  
\$ 3,739,499

**Tax Rate**  
2.90000

**Total Tax Amount**  
\$108,591.21

**Tax Due Date**  
11/30/13

**Prepaid Taxes**  
\$0.00

INSTALLMENT 1 OF 2

\$54,295.61

INSTALLMENT DUE BY

11/30/2013

REMARKS: CO/CITY/SCHOOL



1198415

**Date Printed**  
11/05/13

**Initials**  
PI/UN  
1306286

00024-43-000000TAR7

**Entity (Corp)**

200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**

4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

**\*\*PAYABLE TO:** TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**

00000036420

**Description**

**Account Type**

REAL ESTATE

**Tax Year**

2013

**TAXABLE VALUE**

\$ 3,739,499

**Tax Rate**

2.90000

**Total Tax Amount**

\$108,591.21

**Tax Due Date**

06/30/14

**Prepaid Taxes**

\$0.00

INSTALLMENT 2 OF 2

\$54,295.60

INSTALLMENT DUE BY

06/30/2014

REMARKS: CO/CITY/SCHOOL

**Date Printed**

11/05/13

**Initials**

PI/UN

1306287



**RON WRIGHT**  
TARRANT COUNTY  
TAX ASSESSOR-COLLECTOR

100 E. Weatherford, Fort Worth, TX 76196  
(817) 884-1100  
e-mail: taxoffice@tarrantcounty.com  
web: www.tarrantcounty.com

**2013 TAX STATEMENT**

**IMPORTANT** - Legislative Changes  
5 Year Comparison on the back of statement.  
**IMPORTANTE** - Cambios Legislativos  
Comparación de 5 Años detrás del Cobro.

**DATE:** 10/02/2013  
**ACCOUNT:** 00000036420  
**LEGAL:** AMERICAN AIRLINES ADDITION  
BLK 1 LOT 1B  
POSSESSORY INTEREST ONLY

24-43-TAR7  
RE CO/CITY/SCHOOL

4879

**OWNER:** AMERICAN AIRLINES INC  
**PARCEL ADDRESS:** 0004601 HIGHWAY 360  
**EXEMPTIONS:**

LAND VALUE 850,855	IMPRV VALUE 2,888,644	APPRAISED VAL 3,739,499				
TAXING ENTITIES	APPRAISED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	TAXES DUE CURRENTLY
FT WORTH CITY	3,739,499	0	3,739,499	0.855000	31,972.72	31,972.72
TARRANT COUNTY	3,739,499	0	3,739,499	0.264000	9,872.28	9,872.28
REG WATER DIST	3,739,499	0	3,739,499	0.020000	747.90	747.90
T C HOSPITAL	3,739,499	0	3,739,499	0.227897	8,522.21	8,522.21
T C COLLEGE	3,739,499	0	3,739,499	0.149500	5,590.55	5,590.55
H-E-B ISD	3,739,499	0	3,739,499	1.387500	51,885.55	51,885.55
				<b>TOTAL TAXES</b>	<b>108,591.21</b>	<b>108,591.21</b>

**Pay by Credit Card or eCheck**



In person only



Pay online with these cards  
or by phone at: 817-884-1110

**TOTAL AMOUNT DUE 108,591.21**  
**INCLUDES PAYMENTS RECEIVED**

SPLIT PAYMENT OPTION  
\$54,295.61 NOV 30, 2013  
\$54,295.60 JUN 30, 2014

**\*\*YOUR CHECK WILL BE CONVERTED INTO AN ELECTRONIC FUND TRANSFER\*\***

82921

AMERICAN AIRLINES INC

RETURN WITH PAYMENT



**PAY THIS AMOUNT**  
**\$108,591.21**  
DELINQUENT AFTER: 01/31/2014

00000036420 2013



AMERICAN AIRLINES INC  
% TAX DEPT MD 5657  
PO BOX 619616  
DALLAS TX 75261-9616

H 54295.61

IF PAID IN	AMOUNT DUE
FEB	116,192.59
MAR	118,364.41

EBILL VERIFICATION CODE 0000003642092

Make check payable to:  
RON WRIGHT, TAX ASSESSOR-COLLECTOR

PO BOX 961018  
FORT WORTH TX 76161-0018

00000036420 0010859121 0011619259 0011836441 1002201300000

Account Number  
0000036420

**ACCOUNT HISTORY**

(For comparison purposes only, per Senate Bill 18, 2005 Texas Legislative Session)

TAX YEAR	APPRAISED VALUE	APPRAISAL % CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE % CHG	TAX RATE PER \$100	RATE % CHG	TAX	TAX % CHG
<b>FT WORTH CITY</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.855000	0.00%	\$31,972.72	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.855000	0.00%	\$31,972.72	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.855000	0.00%	\$31,972.72	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.855000	0.00%	\$31,757.78	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.855000	0.00%	\$32,648.76	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.855000	0.00%	\$32,648.76	0.00%
<b>H-E-B ISD</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	1.387500	-1.42%	\$51,885.55	-1.43%
2012	3,739,499	0.00%		3,739,499	0.00%	1.407500	-0.46%	\$52,633.45	-0.46%
2011	3,739,499	0.67%		3,739,499	0.67%	1.414000	9.77%	\$52,876.52	10.50%
2010	3,714,360	-2.73%		3,714,360	-2.73%	1.288189	-0.56%	\$47,847.98	-3.28%
2009	3,818,568	0.00%		3,818,568	0.00%	1.295453	0.00%	\$49,467.75	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	1.295453	0.00%	\$49,467.75	0.00%
<b>REG WATER DIST</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.020000	0.00%	\$747.90	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.020000	0.00%	\$747.90	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.020000	0.00%	\$747.90	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.020000	0.00%	\$742.87	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.020000	0.00%	\$763.71	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.020000	0.00%	\$763.71	0.00%
<b>T C COLLEGE</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.1489500	0.36%	\$5,590.55	0.35%
2012	3,739,499	0.00%		3,739,499	0.00%	0.148970	0.00%	\$5,570.73	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.148970	8.23%	\$5,570.73	8.96%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.137640	-0.02%	\$5,112.45	-2.76%
2009	3,818,568	0.00%		3,818,568	0.00%	0.137670	-0.21%	\$5,257.02	-0.22%
2008	3,818,568	0.00%		3,818,568	0.00%	0.137960	0.00%	\$5,268.10	0.00%
<b>T C HOSPITAL</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.227897	0.00%	\$8,522.21	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.227897	0.00%	\$8,522.21	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.227897	0.00%	\$8,522.21	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.227897	0.00%	\$8,464.92	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.227897	0.00%	\$8,702.40	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.227897	0.00%	\$8,702.40	0.00%
<b>TARRANT COUNTY</b>									
2013	3,739,499	0.00%		3,739,499	0.00%	0.264000	0.00%	\$9,872.28	0.00%
2012	3,739,499	0.00%		3,739,499	0.00%	0.264000	0.00%	\$9,872.28	0.00%
2011	3,739,499	0.67%		3,739,499	0.67%	0.264000	0.00%	\$9,872.28	0.67%
2010	3,714,360	-2.73%		3,714,360	-2.73%	0.264000	0.00%	\$9,805.91	-2.73%
2009	3,818,568	0.00%		3,818,568	0.00%	0.264000	0.00%	\$10,081.02	0.00%
2008	3,818,568	0.00%		3,818,568	0.00%	0.264000	0.00%	\$10,081.02	0.00%

NOTE:

EXEMPTION & FREEZE CHANGES MAY DRAMATICALLY IMPACT YOUR PERCENTAGE CHANGES.  
(PUBLIC IMPROVEMENT DISTRICTS (PID's) ARE NOT INCLUDED IN THE 5 YEAR COMPARISON STATISTICS)

**SCHOOL MAINTENANCE AND DEBT RATE INFORMATION**

TAX YEAR	MAINTENANCE RATE	DEBT RATE	TAX YEAR	MAINTENANCE RATE	DEBT RATE
2013	\$1.04	\$0.35	2012	\$1.04	\$0.37

HURST-EULESS-BEOP



00024-43-00000TAR13

**Entity (Corp)**  
200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**  
4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

**\*\*PAYABLE TO:** TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**  
00006465455

**Description**

**Account Type**  
REAL ESTATE

**Tax Year**  
2013

**TAXABLE VALUE**  
\$ 6,735,750

**Tax Rate**  
2.90000

**Total Tax Amount**  
\$195,599.24

**Tax Due Date**  
11/30/13

**Prepaid Taxes**  
\$0.00

INSTALLMENT 1 OF 2

\$97,799.62

INSTALLMENT DUE BY

11/30/2013

REMARKS: CO/CITY/SCHOOL



1198422

**Date Printed**  
11/05/13

**Initials**  
PI/UN  
1306298

00024-43-00000TAR13

**Entity (Corp)**

200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**

4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

\*\*PAYABLE TO: TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**

00006465455

**Description**

**Account Type**

REAL ESTATE

**Tax Year**

2013

**TAXABLE VALUE**

\$ 6,735,750

**Tax Rate**

2.90000

**Total Tax Amount**

\$195,599.24

**Tax Due Date**

06/30/14

**Prepaid Taxes**

\$0.00

INSTALLMENT 2 OF 2

\$97,799.62

INSTALLMENT DUE BY

06/30/2014

REMARKS: CO/CITY/SCHOOL

**Date Printed**

11/05/13

**Initials**

PI/UN

1306300



**RON WRIGHT**  
TARRANT COUNTY  
TAX ASSESSOR-COLLECTOR

100 E. Weatherford, Fort Worth, TX 76196  
(817) 884-1100  
e-mail: taxoffice@tarrantcounty.com  
web: www.tarrantcounty.com

**2013 TAX STATEMENT**

DATE: 10/02/2013  
ACCOUNT: 00006465455  
LEGAL: AMERICAN AIRLINES ADDITION  
BLK 1 LOT 1B  
IMPROVEMENT ONLY

24-43-TAR13  
RE CO/CITY/SCHOOL

**IMPORTANT** - Legislative Changes  
5 Year Comparison on the back of statement.  
**IMPORTANTE** - Cambios Legislativos  
Comparación de 5 Años detrás del Cobro.

OWNER: AMERICAN AIRLINES INC  
PARCEL ADDRESS: 0004601 HIGHWAY 360  
EXEMPTIONS:

4074

5550001010

IMPRV VALUE	APPRAISED VAL					
6,735,750	6,735,750					
TAXING ENTITIES	APPRAISED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	TAXES DUE CURRENTLY
FT WORTH CITY	6,735,750	0	6,735,750	0.855000	57,590.66	57,590.66
TARRANT COUNTY	6,735,750	0	6,735,750	0.264000	17,782.38	17,782.38
REG WATER DIST	6,735,750	0	6,735,750	0.020000	1,347.15	1,347.15
T C HOSPITAL	6,735,750	0	6,735,750	0.227897	15,350.57	15,350.57
T C COLLEGE	6,735,750	0	6,735,750	0.149500	10,069.95	10,069.95
H-E-B ISD	6,735,750	0	6,735,750	1.387500	93,458.53	93,458.53
				<b>TOTAL TAXES</b>	<b>195,599.24</b>	<b>195,599.24</b>

Pay by Credit Card or eCheck



In person only



Pay online with these cards  
or by phone at: 817-884-1110

**TOTAL AMOUNT DUE 195,599.24**  
**INCLUDES PAYMENTS RECEIVED**

SPLIT PAYMENT OPTION  
\$97,799.62 NOV 30, 2013  
\$97,799.62 JUN 30, 2014

**\*\*YOUR CHECK WILL BE CONVERTED INTO AN ELECTRONIC FUND TRANSFER\*\***

AMERICAN AIRLINES INC  
5550001010

RETURN WITH PAYMENT



**PAY THIS AMOUNT**

**\$195,599.24**

DELINQUENT AFTER: 01/31/2014

00006465455 2013



AMERICAN AIRLINES INC  
MD 5657  
PO BOX 619616  
DFW AIRPORT TX 75261-9616

H 97798.62

IF PAID IN	AMOUNT DUE
FEB	209,291.19
MAR	213,203.18

EBILL VERIFICATION CODE 0000646545592

Make check payable to:  
RON WRIGHT, TAX ASSESSOR-COLLECTOR

PO BOX 961018  
FORT WORTH TX 76161-0018

00006465455 0019559924 0020929119 0021320318 1002201300000

Account Number  
00006465455

**ACCOUNT HISTORY**

(For comparison purposes only, per Senate Bill 18, 2005 Texas Legislative Session)

TAX YEAR	APPRAISED VALUE	APPRAISAL % CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE % CHG	TAX RATE PER \$100	RATE % CHG	TAX	TAX % CHG
<b>FT WORTH CITY</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.855000	0.00%	\$57,590.66	0.00%
<b>H-E-B ISD</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	1.387500	-1.42%	\$93,458.53	-1.43%
2012	6,735,750	0.00%		6,735,750	0.00%	1.407500	-0.46%	\$94,805.68	-0.46%
2011	6,735,750	0.00%		6,735,750	0.00%	1.414000	9.77%	\$95,243.51	9.76%
2010	6,735,750	0.00%		6,735,750	0.00%	1.288189	-0.56%	\$86,769.19	-0.57%
2009	6,735,750	0.00%		6,735,750	0.00%	1.295453	0.00%	\$87,258.48	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	1.295453	0.00%	\$87,258.48	0.00%
<b>REG WATER DIST</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.020000	0.00%	\$1,347.15	0.00%
<b>T C COLLEGE</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.149500	0.36%	\$10,069.95	0.35%
2012	6,735,750	0.00%		6,735,750	0.00%	0.148970	0.00%	\$10,034.25	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.148970	8.23%	\$10,034.25	8.23%
2010	6,735,750	0.00%		6,735,750	0.00%	0.137640	-0.02%	\$9,271.09	-0.03%
2009	6,735,750	0.00%		6,735,750	0.00%	0.137670	-0.21%	\$9,273.11	-0.22%
2008	6,735,750	0.00%		6,735,750	0.00%	0.137960	0.00%	\$9,292.64	0.00%
<b>T C HOSPITAL</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.227897	0.00%	\$15,350.57	0.00%
<b>TARRANT COUNTY</b>									
2013	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2012	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2011	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2010	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2009	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%
2008	6,735,750	0.00%		6,735,750	0.00%	0.264000	0.00%	\$17,782.38	0.00%

NOTE: EXEMPTION & FREEZE CHANGES MAY DRAMATICALLY IMPACT YOUR PERCENTAGE CHANGES.  
(PUBLIC IMPROVEMENT DISTRICTS (PIDs) ARE NOT INCLUDED IN THE 5 YEAR COMPARISON STATISTICS)

**SCHOOL MAINTENANCE AND DEBT RATE INFORMATION**

TAX YEAR	MAINTENANCE RATE	DEBT RATE	TAX YEAR	MAINTENANCE RATE	DEBT RATE
2013	\$1.04	\$0.35	2012	\$1.04	\$0.37

HURST-EULESS-BEDF



00024-43-00000TAR14

**Entity (Corp)**

200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**

4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

\*\*PAYABLE TO: TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**

00006577970

**Description**

**Account Type**

REAL ESTATE

**Tax Year**

2013

**TAXABLE VALUE**

\$ 2,796,748

**Tax Rate**

2.90000

**Total Tax Amount**

\$81,214.68

**Tax Due Date**

11/30/13

**Prepaid Taxes**

\$0.00

INSTALLMENT 1 OF 2

\$40,607.34

INSTALLMENT DUE BY

11/30/2013

REMARKS: CO/CITY/SCHOOL



Date Printed

11/05/13

1198425

Initials

PI/UN

1306303

00024-43-00000TAR14

**Entity (Corp)**

200 AMERICAN AIRLINES, INC.  
AMR CORPORATION

**Property/Site Detail**

4601 STATE HWY 360  
4601 STATE HWY 360  
TX

TAX ASSESSOR-COLLECTOR, TX (COLLECTOR)

P.O. BOX 961018

FORT WORTH, TX 76161

**\*\*PAYABLE TO:** TAX ASSESSOR-COLLECTOR  
438880727

**Acct/Parcel**

00006577970

**Description**

**Account Type**

REAL ESTATE

**Tax Year**

2013

**TAXABLE VALUE**

\$ 2,796,748

**Tax Rate**

2.90000

**Total Tax Amount**

\$81,214.68

**Tax Due Date**

06/30/14

**Prepaid Taxes**

\$0.00

INSTALLMENT 2 OF 2

**\$40,607.34**

INSTALLMENT DUE BY

**06/30/2014**

REMARKS: CO/CITY/SCHOOL

**Date Printed**

11/05/13

**Initials**

PI/UN

1306304



**RON WRIGHT**  
TARRANT COUNTY  
TAX ASSESSOR-COLLECTOR

100 E. Weatherford, Fort Worth, TX 76196  
(817) 884-1100  
e-mail: taxoffice@tarrantcounty.com  
web: www.tarrantcounty.com

**2013 TAX STATEMENT**

**DATE:** 10/02/2013  
**ACCOUNT:** 00006577970  
**LEGAL:** AMERICAN AIRLINES ADDITION  
BLK 1 LOT 18  
IMP ONLY

24-43-TAR14  
RE CO/CITY/SCHOOL

**IMPORTANT** - Legislative Changes  
5 Year Comparison on the back of statement.  
**IMPORTANTE** - Cambios Legislativos  
Comparación de 5 Años detrás del Cobro.

**OWNER:** AMERICAN AIRLINES INC  
**PARCEL ADDRESS:** 0304601 HIGHWAY 360  
**EXEMPTIONS:**

4076

IMPRV VALUE 2,796,748	APPRAISED VAL 2,796,748					
TAXING ENTITIES	APPRAISED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	TAXES DUE CURRENTLY
FT WORTH CITY	2,796,748	0	2,796,748	0.855000	23,912.20	23,912.20
TARRANT COUNTY	2,796,748	0	2,796,748	0.264000	7,383.41	7,383.41
REG WATER DIST	2,796,748	0	2,796,748	0.020000	559.35	559.35
T C HOSPITAL	2,796,748	0	2,796,748	0.227897	6,373.70	6,373.70
T C COLLEGE	2,796,748	0	2,796,748	0.149500	4,181.14	4,181.14
H-E-B ISD	2,796,748	0	2,796,748	1.387500	38,804.88	38,804.88
				<b>TOTAL TAXES</b>	<b>81,214.68</b>	<b>81,214.68</b>

**Pay by Credit Card or eCheck**



In person only



Pay online with these cards  
or by phone at: 817-884-1110

**TOTAL AMOUNT DUE 81,214.68**  
**INCLUDES PAYMENTS RECEIVED**

SPLIT PAYMENT OPTION  
\$40,607.34 NOV 30, 2013  
\$40,607.34 JUN 30, 2014

**\*\*YOUR CHECK WILL BE CONVERTED INTO AN ELECTRONIC FUND TRANSFER\*\***

82847

AMERICAN AIRLINES INC

RETURN WITH PAYMENT



**PAY THIS AMOUNT**

**\$81,214.68**

DELINQUENT AFTER: 01/31/2014

00006577970 2013



AMERICAN AIRLINES INC  
% TAX DEPT MD 5657  
PO BOX 619616  
DALLAS TX 75261-9616

H 40607.34

**IF PAID IN**

**AMOUNT DUE**

FEB 86,899.69

MAR 88,523.99

EBILL VERIFICATION CODE 0000657797002

Make check payable to:  
RON WRIGHT, TAX ASSESSOR-COLLECTOR

PO BOX 961018  
FORT WORTH TX 76161-0018

00006577970

0006121468

0008689969

0008852399

1002201300000

Account Number  
00006577970

**ACCOUNT HISTORY**

(For comparison purposes only, per Senate Bill 18, 2005 Texas Legislative Session)

TAX YEAR	APPRAISED VALUE	APPRAISAL % CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE % CHG	TAX RATE PER \$100	RATE % CHG	TAX	TAX % CHG
<b>FT WORTH CITY</b>									
2013	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
2012	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
2011	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
2010	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
2009	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
2008	2,796,748	0.00%		2,796,748	0.00%	0.855000	0.00%	\$23,912.20	0.00%
<b>H-E-B ISD</b>									
2013	2,796,748	0.00%		2,796,748	0.00%	1.387500	-1.42%	\$38,804.88	-1.43%
2012	2,796,748	0.00%		2,796,748	0.00%	1.407500	-0.46%	\$39,364.23	-0.46%
2011	2,796,748	0.00%		2,796,748	0.00%	1.414000	9.77%	\$39,546.02	9.76%
2010	2,796,748	0.00%		2,796,748	0.00%	1.288189	-0.56%	\$36,027.40	-0.57%
2009	2,796,748	0.00%		2,796,748	0.00%	1.295453	0.00%	\$36,230.58	0.00%
2008	2,796,748	0.00%		2,796,748	0.00%	1.295453	0.00%	\$36,230.58	0.00%
<b>REG WATER DIST</b>									
2013	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
2012	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
2011	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
2010	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
2009	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
2008	2,796,748	0.00%		2,796,748	0.00%	0.020000	0.00%	\$559.35	0.00%
<b>T C COLLEGE</b>									
2013	2,796,748	0.00%		2,796,748	0.00%	0.149500	0.36%	\$4,181.14	0.35%
2012	2,796,748	0.00%		2,796,748	0.00%	0.148970	0.00%	\$4,166.32	0.00%
2011	2,796,748	0.00%		2,796,748	0.00%	0.148970	8.23%	\$4,166.32	8.23%
2010	2,796,748	0.00%		2,796,748	0.00%	0.137640	-0.02%	\$3,849.44	-0.03%
2009	2,796,748	0.00%		2,796,748	0.00%	0.137670	-0.21%	\$3,850.28	-0.22%
2008	2,796,748	0.00%		2,796,748	0.00%	0.137960	0.00%	\$3,858.39	0.00%
<b>T C HOSPITAL</b>									
2013	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
2012	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
2011	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
2010	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
2009	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
2008	2,796,748	0.00%		2,796,748	0.00%	0.227897	0.00%	\$6,373.70	0.00%
<b>TARRANT COUNTY</b>									
2013	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
2012	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
2011	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
2010	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
2009	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%
2008	2,796,748	0.00%		2,796,748	0.00%	0.264000	0.00%	\$7,383.41	0.00%

NOTE: EXEMPTION & FREEZE CHANGES MAY DRAMATICALLY IMPACT YOUR PERCENTAGE CHANGES.  
(PUBLIC IMPROVEMENT DISTRICTS (PID's) ARE NOT INCLUDED IN THE 6 YEAR COMPARISON STATISTICS)

**SCHOOL MAINTENANCE AND DEBT RATE INFORMATION**

TAX YEAR	MAINTENANCE RATE	DEBT RATE	TAX YEAR	MAINTENANCE RATE	DEBT RATE
2013	\$1.04	\$0.35	2012	\$1.04	\$0.37

**EXHIBIT "E"**

**TARRANT COUNTY TAX ABATEMENT POLICY AND GUIDELINES**



## **TARRANT COUNTY**

### **TAX ABATEMENT POLICY GUIDELINES AND CRITERIA**

#### **I. GENERAL PURPOSE AND OBJECTIVES**

As authorized under Chapter 312 of the Texas Tax Code, Tarrant County has established this policy so as to work in concert with other taxing authorities as part of an overall publicly supported incentive program designed to create job opportunities that bring new economic advantages or strengthen the current economic base of our community.

It is the intent of the Commissioners Court to consider approval or denial of any request for tax abatement for projects in unincorporated Tarrant County or participation in any tax abatement agreement agreed to and adopted by an incorporated city, which meets the minimum eligibility criteria as set forth in this policy, following the filing of a formal application for tax abatement from the County. As prescribed by Section 312.206 of the Tax Code, the Commissioners Court may approve participation with a municipality in a tax abatement agreement no later than the 90th day after the date the municipal agreement is executed. Further it is the intent of Tarrant County that the County will not approve nor join an abatement agreement that provides one Tarrant County city a competitive advantage over another Tarrant County city seeking the same project or encourages an applicant to move from one Tarrant County city to another, unless such agreement is agreeable to both such incorporated cities and both parties have indicated their approval in writing to Tarrant County.

In the case where the property is located within a municipality's extraterritorial jurisdiction, the municipality shall be the initiating taxing entity unless expressly deferred to the County. For those areas within Tarrant County that are not located within the boundaries of an incorporated municipality and a municipality has deferred to the County or in unincorporated areas not located in a municipality's extraterritorial jurisdiction, the guidelines and criteria contained in this policy will be applied by the Commissioners Court when considering the establishment of a reinvestment zone and the adoption of an abatement agreement.

#### **II. DEFINITIONS**

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real and/or personal property in a reinvestment zone designated for economic development purposes.

- (h) **"Expansion"** means the addition of buildings, structures, fixed machinery and equipment, and fixed personal property for the purposes of increasing production capacity.
- (i) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) **"Fixed Machinery and Equipment and/or Personal Property"** means tangible machinery, equipment, or personal property that is securely placed or fastened and stationary within a building or structure, or which is movable but remains at and is used solely at the project site.
- (k) **"Manufacturing Facility"** means buildings and structures, including fixed machinery and equipment, and fixed personal property, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (l) **"Modernization"** means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facility. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery and equipment, and fixed personal property. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.
- (m) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (n) **"Other Basic Industry"** means buildings and structures including fixed machinery and equipment, and fixed personal property not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside Tarrant County [or the Fort Worth Consolidated Metropolitan Statistical Area] and result in the creation of new permanent jobs and bring new wealth in to Tarrant County.
- (o) **"Regional Distribution Center Facility"** means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility operator.
- (p) **"Non-Manufacturing Facilities"** means buildings and structures, used to service and/or house individuals on a permanent or temporary basis.
- (q) **"Regional Service Facility"** means building and structures, including fixed machinery and equipment, and fixed personal property, used or to be used to service goods.

- (f) **Owned/Leased Facilities.** If a leased facility is granted abatement the agreement shall be executed with the lessor and the lessee.
- (g) **Value and Term of Abatement.** Abatement shall be granted effective with the execution of the agreement. The value of the abatement will be determined based on the merits of the project, including, but not limited to, total capital investment value and added employment. Up to one hundred percent of the value of new eligible properties may be abated for a total term of abatement not to exceed ten years. However, a project must provide an extraordinary economic benefit to the County to be considered for a one hundred percent abatement.
- (h) **Economic Qualification.** In order to be eligible for designation as a County reinvestment zone and/or receive County tax abatement, the planned improvement:
- (1) for new businesses, must be reasonably expected to produce a minimum added value of Five Million Dollars (\$5,000,000) in real and personal property to Tarrant County and create and sustain a minimum of 25 new full-time jobs.
  - (2) for expansions or modernizations of existing businesses, must be reasonably expected to produce a minimum added value of Three Million Dollars (\$3,000,000) in real and personal property improvements to Tarrant County, and sustain existing employment levels.
  - (3) must not be expected to solely or primarily have the effect of transferring employment from one part of Tarrant County to another without a majority vote of approval from the Commissioners Court.
  - (4) must be necessary for expansion and/or modernization because the capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements.
  - (5) the above investment and employment minimums may be waived at the discretion of the Commissioners Court for projects located in Federal or State designated Enterprise Zones.
- (i) **Additional Criteria For Abatement.** To be eligible for abatement, the project must be expected to meet the specific goals and requirements as noted below. If a company is unable to meet the minimum requirements of this section, a variance must be requested with a detailed explanation as to the circumstances that preclude the company from meeting the minimum requirements.
- (1) **Use of DBE and Tarrant County Businesses.** The project must provide for the utilization of Disadvantaged Business Enterprises for a minimum of 15% of the total costs for construction contracts and annual supply and service contracts.

#### **IV. APPLICATION**

- (a) Any present or potential owner of taxable property in Tarrant County may request the creation of a reinvestment zone and/or tax abatement by filing a written request with the County Judge.**
- (b) The application shall consist of a completed application form including, but not limited to: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which an abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; a time schedule for undertaking and completing the proposed improvements; employment and contract information; the location of existing company locations in Tarrant County and the surrounding counties and the expected number of transferring employees; details of the environmental impacts of the project, and employee benefit information. In the case of modernization a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The County may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant, to be attached to the application.**
- (c) All applications for creation of reinvestment zones or abatements shall incorporate a feasibility study estimating the economic effect of the proposed reinvestment zone and tax abatement on Tarrant County, other eligible participating jurisdictions, and the applicant.**
- (d) Upon receipt of a completed application for creation of a reinvestment zone, the County Judge shall notify in writing and provide a copy of the application to the presiding officer of the governing body of each eligible jurisdiction.**
- (e) Upon receipt of a completed application and/or request to participate with a municipality in an abatement agreement, Tarrant County Administrator's Office must review and provide recommendation to the Commissioners Court within 30 days and before the public hearing.**
- (f) The County shall not establish a reinvestment zone, nor participate in an abatement, if it finds that the application for County reinvestment zone/tax abatement was filed after the commencement of construction, alteration, or installation of improvements related to the proposed modernization, expansion or new facility.**
- (g) Variance. Request for variance from the provisions of this policy must be made in written form to the County Judge and submitted with the application for abatement, provided, however, the total duration of an abatement shall in no instance exceed ten years. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Request for variance must**

- (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections III (a), III (e), III (g) VII, VIII, and IX, or other provisions that may be required for uniformity or by state law, and;
- (6) a statement of the facility owner's policy regarding Disadvantaged Business Enterprises (DBEs), and the estimated dollar amount and percentage of total contracts to be awarded to DBEs for construction, professional services, purchases of equipment and supplies and other services required for the abated improvements;
- (7) amount of investment and average number of jobs involved; and
- (8) an assessment of the environmental impacts of the project, including a statement of the owner's policy addressing regional air quality and information on the use of alternative fuels in fleet vehicles.
- (9) a statement indicating the provision of a health care benefit plan for employees and dependents.

Such agreement shall normally be executed within 60 days after the applicant has forwarded all necessary information and documentation to the County.

- (b) Participation in tax abatement agreements with municipalities requires additional information to be included in the Court Order approving the agreement, as follows:
  - (1) a copy of the agreement between the applicant and municipality shall be attached and made apart of the Court Order for all purposes;
  - (2) authorization for the County Judge to execute a signatory page on behalf of the Commissioners Court which shall be attached and made part of the original agreement.

## **VII. RECAPTURE**

Commissioners Court reserves the right to review compliance for full or partial recapture in the event that the applicant fails to perform in "good faith." If a project is not completed as specified in the tax abatement agreement, the County has the right to cancel the abatement agreement and abated taxes shall become due to the County and other affected taxing units as provided by law. If any of the provisions contained in the tax abatement agreement, i.e., employment, amount of investment, etc., are not met, the County shall have the right to reduce or cancel the abatement agreement. If a project granted a tax abatement ceases to operate or is no longer in conformance with the tax abatement agreement, the agreement shall not be in

- (4) the dollar amount of contracts awarded to Disadvantaged Business Enterprises;
- (5) detail of actions taken to mitigate any adverse environmental impacts of the project, if applicable; and
- (6) should the dollars, percentages, or actions not meet the original or modified requirements of the abatement agreement, a statement shall be provided explaining the reason for the failure to meet the requirements and a recommended course of rectification.

#### **IX. ASSIGNMENT**

Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of the Commissioners Court, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee are indebted to the County for ad valorem taxes or other obligations.

#### **X. SUNSET PROVISION**

These Guidelines and Criteria are effective on January 1 of the year following the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by the County to determine whether the goals have been achieved. Based on that review, the guidelines and Criteria will be modified, renewed or eliminated. These Guidelines and Criteria may be amended by Commissioners Court at any time during their effective period.