
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 15, 2018

AMERICAN AIRLINES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction
of Incorporation)

1-2691
(Commission
File Number)

13-1502798
(IRS Employer
Identification No.)

4333 Amon Carter Blvd., Fort Worth, Texas
(Address of principal executive offices)

76155
(Zip Code)

Registrant's telephone number, including area code: (817) 963-1234

N/A
(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On May 15, 2018, American Airlines, Inc. (the "Company" or "American"), Wilmington Trust Company, as pass through trustee under certain pass through trusts formed by the Company (the "Trustee"), as subordination agent and as indenture trustee, Wilmington Trust, National Association, as escrow agent (the "Escrow Agent") under the Escrow and Paying Agent Agreement (as defined below), and Wilmington Trust Company, as paying agent (the "Paying Agent") under the Escrow and Paying Agent Agreement, entered into a Note Purchase Agreement (the "Note Purchase Agreement"), and American, the Trustee and Wilmington Trust Company, as subordination agent and indenture trustee, have agreed to enter into amendments to participation agreements (the "Participation Agreement Amendments") with respect to each Aircraft (as defined below) on or prior to June 3, 2018. The Note Purchase Agreement and Participation Agreement Amendments, subject to certain terms and conditions, provide for the future issuance by American of Series C(R) equipment notes (the "Series C(R) Equipment Notes") in the aggregate principal amount of \$100,000,000 to be secured by (a) six Airbus A321-211 aircraft delivered new to American from May 2013 to July 2013, (b) one Airbus A321-231 aircraft delivered new to American in August 2013 and (c) four Airbus A330-243 aircraft delivered new to American from May 2013 to October 2013 (each, an "Aircraft" and, collectively, the "Aircraft"). Each Aircraft is currently owned and is being operated by American.

Pursuant to the Participation Agreement Amendments substantially in the form of the form of Amendment to Participation Agreement attached as an exhibit to the Note Purchase Agreement, the Trustee has agreed to purchase Series C(R) Equipment Notes issued with respect to each Aircraft pursuant to the Trust Indenture and Security Agreement with respect to such Aircraft, as amended on such date by an amendment thereto substantially in the form of the form of Amendment to Trust Indenture and Security Agreement attached as an exhibit to the Note Purchase Agreement (each Trust Indenture and Security Agreement as so amended, an "Amended Indenture" and collectively, the "Amended Indentures").

Each Amended Indenture will provide for the issuance of equipment notes in three series: Series A, bearing interest at the rate of 4.625% per annum, in the aggregate face amount equal to \$418,133,000, Series B, bearing interest at the rate of 6.750% per annum, in the aggregate face amount equal to \$128,071,000 and Series C(R), bearing interest at the rate of 4.700% per annum, in the aggregate face amount (once all the Series C(R) Equipment Notes have been issued) equal to \$100,000,000. The Series A and Series B equipment notes have been previously issued under a separate Trust Indenture and Security Agreement with respect to each such Aircraft.

American (as successor by merger with US Airways, Inc.) previously issued and sold \$100,000,000 aggregate face amount of Class C enhanced equipment trust certificates (the "Class C Certificates"), the proceeds of which were used by the pass through trustee to purchase Series C equipment notes (the "Series C Equipment Notes") issued by American and secured by the Aircraft in accordance with a Note Purchase Agreement dated as of June 6, 2013. American expects to redeem the Series C Equipment Notes on June 1, 2018, and upon such redemption, the Class C Certificates will be repaid in full, and contemporaneously with the redemption, the Series C(R) Equipment Notes will be issued.

The proceeds from the sale of American Airlines Pass Through Certificates, Series 2012-2C(R) (the "Certificates") will be used by the Trustee to purchase Series C(R) Equipment Notes with respect to each Aircraft. The proceeds of the issuance of the Series C(R) Equipment Notes will be used to redeem the Series C Equipment Notes and repay the Class C Certificates. Pending the redemption in full of the Series C Equipment Notes, such proceeds were placed in escrow by the Trustee pursuant to the Escrow and Paying Agent Agreement, dated as of May 15, 2018, among the Escrow Agent, the Paying Agent, Deutsche Bank Securities Inc., and the Trustee (the "Escrow and Paying Agent Agreement"). The escrowed funds were deposited with Natixis S.A., acting through its New York Branch, as depositary (the "Depositary") under a deposit agreement, dated as of May 15, 2018, between the Escrow Agent and the Depositary.

The interest on the Series C(R) Equipment Notes and the escrowed funds will be payable semiannually on June 3 and December 3 of each year, commencing on December 3, 2018. The entire face amount of the Series C(R) Equipment Notes will be scheduled for payment on June 3, 2021. Maturity of the Series C(R) Equipment Notes may be accelerated upon the occurrence of certain events of default, including failure by American (in some cases after notice or the expiration of a grace period, or both) to make payments under the applicable Amended Indenture

when due or to comply with certain covenants, as well as certain bankruptcy events involving American. The Series C(R) Equipment Notes issued with respect to each Aircraft will be secured by a lien on such Aircraft and will be cross-collateralized by the other Aircraft financed pursuant to the Note Purchase Agreement.

The Certificates were registered for offer and sale pursuant to the Securities Act of 1933, as amended (the "Securities Act"), under American's shelf registration statement on Form S-3 (File No. 333-216167-01), (the "Registration Statement"). The Certificates were sold pursuant to the Underwriting Agreement, dated as of May 1, 2018, among Deutsche Bank Securities Inc., Natixis S.A., acting through its New York Branch, as depositary, and American. The foregoing description of the Note Purchase Agreement and the other agreements and instruments is qualified in its entirety by reference to such agreements and instruments, copies of which are filed herewith as exhibits and are incorporated by reference herein. For a more detailed description of such agreements and instruments entered into by American with respect to the Certificates, see the disclosure under the captions "Description of the Certificates," "Description of the Liquidity Facilities," "Description of the Intercreditor Agreement," "Description of the Equipment Notes" and "Underwriting" contained in American's final Class C(R) Prospectus Supplement, dated as of May 1, 2018 (the "Prospectus Supplement"), to the Prospectus, dated as of February 22, 2017, filed with the Securities and Exchange Commission on May 3, 2018 pursuant to Rule 424(b) under the Securities Act, which disclosure is hereby incorporated herein by reference and is qualified in its entirety by reference to the relevant exhibit filed herewith.

This Current Report is also being filed for the purpose of filing as exhibits to the Registration Statement the documents listed in Item 9.01 below, which are hereby incorporated by reference in the Registration Statement.

Item 2.03 Creation of Direct Financial Obligation.

The information provided in Item 1.01 of this Form 8-K is hereby incorporated into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
1.1	<u>Underwriting Agreement, dated as of May 1, 2018, among Deutsche Bank Securities Inc., Natixis S.A., acting through its New York Branch, as depositary, and American Airlines, Inc. (incorporated by reference to Exhibit 1.1 to American Airlines, Inc.'s Current Report on Form 8-K filed on May 2, 2018 (Commission File No. 001-02691)).</u>
4.1	<u>Pass Through Trust Agreement, dated as of September 16, 2014, between American Airlines, Inc. and Wilmington Trust Company, as Trustee (incorporated by reference to Exhibit 4.1 to American Airlines, Inc.'s Current Report on Form 8-K filed on September 17, 2014 (Commission File No. 001-02691)).</u>
4.2	<u>Trust Supplement No. 2012-2C(R), dated as of May 15, 2018, between American Airlines, Inc. and Wilmington Trust Company, as Trustee, to the Pass Through Trust Agreement, dated as of September 16, 2014.</u>
4.3	<u>Form of Amendment No. 2 to Intercreditor Agreement (2012-2C(R)) among Wilmington Trust Company, not in its individual capacity but solely as Trustee of the American Airlines, Inc. Pass Through Trust 2012-2C(R), American Airlines, Inc. and Wilmington Trust Company, not in its individual capacity but solely as Subordination Agent and Trustee (included in Exhibit C to Exhibit 4.6).</u>
4.4	<u>Deposit Agreement (Class C(R)), dated as of May 15, 2018, between Wilmington Trust, National Association, as Escrow Agent, and Natixis S.A., acting through its New York Branch, as Depositary.</u>

- 4.5 [Escrow and Paying Agent Agreement \(Class C\(R\)\), dated as of May 15, 2018, among Wilmington Trust, National Association, as Escrow Agent, Deutsche Bank Securities Inc., as Underwriter, Wilmington Trust Company, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of American Airlines, Inc. Pass Through Trust 2012-2C\(R\), and Wilmington Trust Company, as Paying Agent.](#)
- 4.6 [Note Purchase Agreement, dated as of May 15, 2018, among American Airlines, Inc., Wilmington Trust Company, not in its individual capacity, but solely as Pass Through Trustee under the Class C\(R\) Pass Through Trust Agreement, as Subordination Agent and as Indenture Trustee, Wilmington Trust, National Association, as Escrow Agent, and Wilmington Trust Company, as Paying Agent.](#)
- 4.7 [Form of Amendment to Participation Agreement \(Amendment to Participation Agreement among American Airlines, Inc., Wilmington Trust Company, not in its individual capacity, but solely as Subordination Agent and as Indenture Trustee, and Wilmington Trust Company, not in its individual capacity, but solely as Pass Through Trustee under each of the Pass Through Trust Agreements\) \(included in Exhibit A to Exhibit 4.6\).](#)
- 4.8 [Form of Amendment to Trust Indenture and Security Agreement \(Amendment to Trust Indenture and Security Agreement between American Airlines, Inc., Wilmington Trust Company, not in its individual capacity, but solely as Indenture Trustee and Wilmington Trust, National Association, as Securities Intermediary\) \(included in Exhibit B to Exhibit 4.6\).](#)
- 4.9 [Form of Pass Through Trust Certificate, Series 2012-2C\(R\) \(included in Exhibit A to Exhibit 4.2\).](#)
- 5.1 [Opinion of Latham & Watkins LLP, special counsel to American Airlines, Inc.](#)
- 23.1 [Consent of Latham & Watkins LLP \(included in Exhibit 5.1\).](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, American Airlines, Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN AIRLINES, INC.

Date: May 16, 2018

By: /s/ Derek J. Kerr

Derek J. Kerr

Executive Vice President and Chief Financial Officer

TRUST SUPPLEMENT No. 2012-2C(R)

Dated as of May 15, 2018

between

AMERICAN AIRLINES, INC.

and

WILMINGTON TRUST COMPANY,
as Trustee,

to

PASS THROUGH TRUST AGREEMENT

Dated as of September 16, 2014

\$100,000,000

American Airlines, Inc. Pass Through Trust 2012-2C(R)
4.700% American Airlines, Inc. Pass Through Certificates, Series 2012-2C(R)

Trust Supplement No. 2012-2C(R)
American Airlines Aircraft EETC

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Trust Supplement No. 2012-2C(R)
American Airlines Aircraft EETC

This Trust Supplement No. 2012-2C(R), dated as of May 15, 2018 (as amended from time to time, the "Trust Supplement"), between American Airlines, Inc., a Delaware corporation (the "Company") and Wilmington Trust Company (the "Trustee"), to the Pass Through Trust Agreement, dated as of September 16, 2014, between the Company and the Trustee (the "Basic Agreement").

W I T N E S S E T H:

WHEREAS, the Basic Agreement, which is unlimited as to the aggregate face amount of Certificates which may be issued thereunder, has heretofore been executed and delivered;

WHEREAS, the Company is the owner of, and has financed the eleven aircraft described in Schedule I to the NPA (each, an "Aircraft" and, collectively, the "Aircraft");

WHEREAS, American previously issued the Class A Certificates and the Class B Certificates on December 13, 2012, and the Class C Certificates on June 6, 2013, in each case, in order to finance the Aircraft pursuant to the Series A and Series B Note Purchase Agreement and the Series C Note Purchase Agreement, as applicable;

WHEREAS, in the case of each Aircraft, the Company has issued pursuant to an Existing Indenture, on a recourse basis, Series A Equipment Notes, Series B Equipment Notes and Series C Equipment Notes;

WHEREAS, the Company intends to refinance the Series C Equipment Notes with respect to each Aircraft through the issuance, pursuant to the Indenture and an Indenture Amendment, on a recourse basis, of Series C(R) Equipment Notes with respect to each such Aircraft on or prior to June 3, 2018 (the "Class C(R) Certificate Financing Termination Date");

WHEREAS, the Trustee hereby declares the creation of the American Airlines, Inc. Pass Through Trust 2012-2C(R) (the "Applicable Trust") for the benefit of the Applicable Certificateholders, and the initial Applicable Certificateholders as the grantors of the Applicable Trust, by their respective acceptances of the Applicable Certificates, join in the creation of the Applicable Trust with the Trustee;

WHEREAS, all Certificates to be issued by the Applicable Trust will evidence fractional undivided interests in the Applicable Trust and will convey no rights, benefits or interests in respect of any property other than the Trust Property except for those Certificates to which an Escrow Receipt has been affixed;

WHEREAS, the Escrow Agent and the Underwriter have contemporaneously herewith entered into an Escrow Agreement with the Escrow Paying Agent pursuant to which the Underwriter has delivered to the Escrow Agent the proceeds from the sale of the Applicable Certificates, and have irrevocably instructed the Escrow Agent to withdraw and pay funds from such proceeds upon request and proper certification by the Trustee to purchase Series C(R) Equipment Notes as the conditions set forth in the NPA for such purchase are satisfied prior to the Class C(R) Certificate Financing Termination Date;

Trust Supplement No. 2012-2C(R)
American Airlines Aircraft EETC

WHEREAS, the Escrow Agent on behalf of the Applicable Certificateholders has contemporaneously herewith entered into a Deposit Agreement with the Depository under which the Deposits referred to therein will be made and from which it will withdraw funds to allow the Trustee to purchase Series C(R) Equipment Notes on or prior to the Class C(R) Certificate Financing Termination Date;

WHEREAS, pursuant to the terms and conditions of the Basic Agreement as supplemented by this Trust Supplement (the "Agreement"), the NPA, the Participation Agreements and the Participation Agreement Amendments, upon the financing of an Aircraft under the NPA, the Trustee on behalf of the Applicable Trust, using funds withdrawn under the Escrow Agreement, shall purchase one or more Series C(R) Equipment Notes having the same interest rate as, and final maturity date not later than the final Regular Distribution Date of, the Applicable Certificates issued hereunder and shall hold such Series C(R) Equipment Notes in trust for the benefit of the Applicable Certificateholders;

WHEREAS, all of the conditions and requirements necessary to make this Trust Supplement, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery of this Trust Supplement in the form and with the terms hereof have been in all respects duly authorized;

WHEREAS, this Trust Supplement is subject to the provisions of the Trust Indenture Act of 1939, as amended, and shall, to the extent applicable, be governed by such provisions;

NOW THEREFORE, in consideration of the premises herein, it is agreed between the Company and the Trustee as follows:

ARTICLE I.
THE CERTIFICATES

Section 1.01 The Certificates. There is hereby created a series of Certificates to be issued under the Agreement to be distinguished and known as "American Airlines, Inc. Pass Through Certificates, Series 2012-2C(R)" (hereinafter defined as the "Applicable Certificates"). Each Applicable Certificate represents a fractional undivided interest in the Applicable Trust created hereby. The Applicable Certificates shall be the only instruments evidencing a fractional undivided interest in the Applicable Trust.

The terms and conditions applicable to the Applicable Certificates are as follows:

(a) Except as otherwise amended, supplemented or otherwise modified herein, Articles I through XII set forth in Exhibit C supersede and replace Articles I through XII of the Basic Agreement, with respect to the Applicable Trust.

(b) The aggregate face amount of the Applicable Certificates that shall be authenticated under the Agreement (except for Applicable Certificates authenticated and delivered under Sections 3.03, 3.04, 3.05 and 3.06 of the Basic Agreement) is \$100,000,000.

(c) The Regular Distribution Dates with respect to any distribution of Scheduled Payments means June 3 and December 3 of each year, commencing on December 3, 2018, until distribution of all of the Scheduled Payments to be made under the Equipment Notes has been made.

(d) The Special Distribution Dates with respect to the Applicable Certificates means any Business Day on which a Special Payment is to be distributed pursuant to the Agreement.

(e) At the Escrow Agent's request under the Escrow Agreement, the Trustee shall affix the corresponding Escrow Receipt to each Applicable Certificate. In any event, any transfer or exchange of any Applicable Certificate shall also effect a transfer or exchange of the related Escrow Receipt. Prior to the Final Withdrawal Date, no transfer or exchange of any Applicable Certificate shall be permitted unless the corresponding Escrow Receipt is attached thereto and also is so transferred or exchanged. By acceptance of any Applicable Certificate to which an Escrow Receipt is attached, each Holder of such an Applicable Certificate acknowledges and accepts the restrictions on transfer of the Escrow Receipt set forth herein and in the Escrow Agreement.

(f) (i) The Applicable Certificates shall be in the form attached hereto as Exhibit A. Any Person acquiring or accepting an Applicable Certificate or an interest therein will, by such acquisition or acceptance, be deemed to (A) represent and warrant to and for the benefit of the Company that either (I) the assets of an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), of a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), any entity whose underlying assets are deemed to include "plan assets" (within the meaning of 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA) by reason of such a plan or arrangement's investment in such entity (each, an "ERISA Plan"), or such a plan or arrangement which is a foreign, church or governmental plan or arrangement exempt from Title I of ERISA and Section 4975 of the Code but subject to a foreign, federal, state, or local law which is substantially similar to the prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code (each, a "Similar Law") (in each case, including an ERISA Plan, a "Plan") have not been used to purchase or hold Applicable Certificates or an interest therein or (II) the purchase and holding of Applicable Certificates or an interest therein is exempt from the prohibited transaction restrictions of ERISA and the Code pursuant to one or more prohibited transaction statutory or administrative exemptions, or, as applicable, all prohibitions under any applicable Similar Law, and (B) direct the Trustee to invest the assets held in the Trust pursuant to, and take all other actions contemplated by, the terms and conditions of the Basic Agreement, this Trust Supplement, the Intercreditor Agreement, the Intercreditor Agreement Amendment, the Deposit Agreement, the Escrow Agreement, the NPA, each Participation Agreement Amendment and each Participation Agreement.

Further, each person who is an ERISA Plan and acquires or accepts an Applicable Certificate or an interest therein will be deemed by such acquisition or acceptance to have represented and warranted that the decision to acquire or accept the Applicable Certificate or interest therein has been made by a duly authorized fiduciary of the ERISA Plan that (a) is independent (as that term is used in 29 C.F.R. 2510.3-21(c)(1)) of the Company and its affiliates and there is no financial interest, ownership interest, or other relationship, agreement or

understanding or otherwise that would limit its ability to carry out its fiduciary responsibility to the ERISA Plan; (b) is a bank, insurance carrier, registered investment adviser, a registered broker-dealer, or an independent fiduciary that holds, or has under management or control, total assets of at least \$50 million (in each case, as specified in 29 C.F.R. 2510.3-21(c)(1)(i)(A)-(E)); (c) is not the individual retirement account ("IRA") owner (in the case of a purchaser which is an IRA) (d) is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including, without limitation, with respect to the decision to acquire or accept the Applicable Certificate or interest therein); (e) has been fairly informed that the Company and its affiliates have not and will not undertake to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the acquisition or acceptance of the Applicable Certificate or interest therein; (f) has been fairly informed that the Company and its affiliates have financial interests in the ERISA Plan's acquisition or acceptance of the Applicable Certificate or interest therein, which interests may conflict with the interest of the ERISA Plan, as more fully described in the offering materials; (g) is a fiduciary under ERISA or the Code, or both, with respect to the decision to acquire or accept the Applicable Certificate or interest therein and is responsible for exercising (and has exercised) independent judgment in evaluating whether to invest the assets of such ERISA Plan in the Applicable Certificate or interest therein; and (h) is not paying the Company or any of its affiliates, any fee or other compensation directly for the provision of investment advice (as opposed to other services) in connection with the ERISA Plan's acquisition or acceptance of the Applicable Certificate or interest therein.

(ii) The Applicable Certificates shall be Book-Entry Certificates and shall be subject to the conditions set forth in the Letter of Representations between the Company and the Clearing Agency attached hereto as Exhibit B.

(g) The "Participation Agreements" as defined in this Trust Supplement are the "Note Purchase Agreements" referred to in the Basic Agreement.

(h) The Applicable Certificates are subject to the Intercreditor Agreement, the Deposit Agreement and the Escrow Agreement.

(i) The Applicable Certificates are not entitled to the benefits of a liquidity facility.

(j) The Parent will not initially guarantee the obligations of the Company under any Series C(R) Equipment Notes to be acquired by the Applicable Trust. For the avoidance of doubt, the Series C(R) Equipment Notes will not have the benefit of the Guarantee dated as of December 13, 2012, as confirmed and reaffirmed by the Guarantee Confirmation, dated as of June 6, 2013, of American Airlines Group, Inc. (as successor by merger with US Airways Group, Inc.).

(k) The Responsible Party is the Company.

(j) The date referred to in clause (i) of the definition of the term "PTC Event of Default" in the Basic Agreement is the Final Maturity Date.

(l) The “particular sections of the Note Purchase Agreement”, for purposes of clause (3) of Section 7.07 of the Basic Agreement, are Section 8.1 of each Participation Agreement.

(m) The Series C(R) Equipment Notes to be acquired and held in the Applicable Trust, and the related Aircraft and Note Documents, are described in the NPA.

ARTICLE II. DEFINITIONS

Section 2.01 Definitions. For all purposes of the Basic Agreement as supplemented by this Trust Supplement, the following capitalized terms have the following meanings (any term used herein which is defined in both this Trust Supplement and the Basic Agreement shall have the meaning assigned thereto in this Trust Supplement for purposes of the Basic Agreement as supplemented by this Trust Supplement):

“Agreement”: Has the meaning specified in the recitals hereto.

“Aircraft”: Has the meaning specified in the recitals hereto.

“Applicable Certificate”: Has the meaning specified in Section 1.01 of this Trust Supplement.

“Applicable Certificateholder”: Means the Person in whose name an Applicable Certificate is registered on the Register for the Applicable Certificates.

“Applicable Closing Date”: Has the meaning specified in Section 5.01(b) of this Trust Supplement.

“Applicable Participation Agreement”: Has the meaning specified in Section 5.01(b) of this Trust Supplement.

“Applicable Trust”: Has the meaning specified in the recitals hereto.

“Basic Agreement”: Has the meaning specified in the first paragraph of this Trust Supplement.

“Certificate”: Has the meaning specified in the Intercreditor Agreement.

“Certificate Buyout Event”: Means that an American Bankruptcy Event has occurred and is continuing and the following events have occurred: (A) (i) the 60-day period specified in Section 1110(a)(2)(A) of the U.S. Bankruptcy Code (the “60-Day Period”) has expired and (ii) American has not entered into one or more agreements under Section 1110(a)(2)(A) of the U.S. Bankruptcy Code to perform all of its obligations under all of the Indentures or, if it has entered into such agreements, has at any time thereafter failed to cure any default under any of the Indentures in accordance with Section 1110(a)(2)(B) of the Bankruptcy Code; or (B) if prior to the expiry of the 60-Day Period, American shall have abandoned any Aircraft.

“Class”: Has the meaning specified in the Intercreditor Agreement.

“Class A Liquidity Provider”: Means, initially, Landesbank Hessen-Thüringen Girozentrale, as liquidity provider under the liquidity facility for the Class A Certificates and any replacements or successors therefor appointed in accordance with the Intercreditor Agreement.

“Class B Liquidity Provider”: Means, initially, Landesbank Hessen-Thüringen Girozentrale, as liquidity provider under the liquidity facility for the Class B Certificates and any replacements or successors therefor appointed in accordance with the Intercreditor Agreement.

“Class C(R) Certificate Financing Termination Date”: Means the earlier of (a) June 3, 2018, and (b) the date on which Series C(R) Equipment Notes issued with respect to all of the Aircraft have been purchased by the Applicable Trust in accordance with the NPA.

“Class C Certificate Refinancing Date”: Means the date of redemption of the Series C Equipment Notes and the issuance of the Series C(R) Equipment Notes with respect to each such Aircraft.

“Closing Notice”: Has the meaning specified in the NPA.

“Company”: Has the meaning specified in the first paragraph of this Trust Supplement.

“Controlling Party”: Has the meaning specified in the Intercreditor Agreement.

“Cut-off Date”: Means the earlier of (a) the Class C(R) Certificate Financing Termination Date and (b) the date on which a Triggering Event occurs.

“Deposit Agreement”: Means the Deposit Agreement dated as of May 15, 2018, relating to the Applicable Certificates between the Depository and the Escrow Agent, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Depository”: Means Natixis S.A., acting through its New York branch.

“Deposits”: Has the meaning specified in the Deposit Agreement.

“Distribution Date”: Means any Regular Distribution Date or Special Distribution Date as the context requires.

“Equipment Notes”: Means all of the equipment notes issued under the Indentures.

“Escrow Agent”: Means, initially, Wilmington Trust, National Association, and any replacement or successor therefor appointed in accordance with the Escrow Agreement.

“Escrow Agreement”: Means the Escrow and Paying Agent Agreement dated as of May 15, 2018, relating to the Applicable Certificates, among the Escrow Agent, the Escrow Paying Agent, the Trustee and the Underwriter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Escrow Paying Agent”: Means the Person acting as paying agent under the Escrow Agreement.

“Escrow Receipt”: Means the receipt substantially in the form annexed to the Escrow Agreement representing a fractional undivided interest in the funds held in escrow thereunder.

“Existing Indenture”: Has the meaning specified in the NPA.

“Final Maturity Date”: Means June 3, 2021.

“Final Withdrawal”: Has the meaning specified in the Escrow Agreement.

“Final Withdrawal Date”: Has the meaning specified in the Escrow Agreement.

“Final Withdrawal Notice”: Has the meaning specified in Section 5.02 of this Trust Supplement.

“Indenture”: Means each of the separate trust indentures and mortgages relating to the Aircraft, each as specified or described in a Closing Notice delivered pursuant to the NPA or the related Participation Agreement, in each case as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Indenture Amendment”: Means, with respect to each Existing Indenture relating to an Aircraft, an amendment thereto, dated as of the Class C Certificate Refinancing Date, between the Company and the Loan Trustee.

“Intercreditor Agreement”: Means the Intercreditor Agreement dated as of December 13, 2012, as amended by Amendment No. 1 to the Intercreditor Agreement (2012-2) dated as of June 6, 2013, among the Trustee, the Other Trustees, the Class A Liquidity Provider, the Class B Liquidity Provider and Wilmington Trust Company, as Subordination Agent and as trustee thereunder, as amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Investors”: Means the Underwriter, together with all subsequent beneficial owners of the Applicable Certificates.

“Issuance Date”: Means the date of this Trust Supplement.

“Make-Whole Amount”: Has the meaning specified in any Indenture.

“Note Documents”: Means the Equipment Notes with respect to the Applicable Certificates and, with respect to any such Equipment Note, the Indenture, the Indenture Amendment, the Participation Agreement and the Participation Agreement Amendment relating to such Equipment Note.

“Notice of Purchase Withdrawal”: Has the meaning specified in the Deposit Agreement.

“NPA”: Means the Series C(R) Note Purchase Agreement dated as of May 15, 2018 among the Trustee, the Company, the Escrow Agent, the Paying Agent and the Subordination Agent, providing for, among other things, the purchase of Series C(R) Equipment Notes by the Trustee on behalf of the Applicable Trust, as the same may be amended, supplemented or otherwise modified from time to time, in accordance with its terms.

“Original Basic Agreement”: Means the Pass Through Trust Agreement, dated as of December 21, 2010, between the Company (as successor by merger with US Airways, Inc.) and the Trustee.

“Other Agreements”: Means (i) the Original Basic Agreement as supplemented by Trust Supplement No. 2012-2A-S dated as of December 13, 2012 relating to US Airways Pass Through Trust 2012-2A-S, (ii) the Original Basic Agreement as supplemented by Trust Supplement No. 2012-2B-S dated as December 13, 2012 relating to US Airways Pass Through Trust 2012-2B-S and (iii) the Basic Agreement as supplemented by a Trust Supplement relating to any Refinancing Trust.

“Other Trustees”: Means the trustees under the Other Agreements, and any successor or other trustee appointed as provided therein.

“Other Trusts”: Means the US Airways Pass Through Trust 2012-2A-S, the US Airways Pass Through Trust 2012-2B-S and a Refinancing Trust or Trusts, if any, created by the Other Agreements.

“Participation Agreement”: Means each Participation Agreement entered into by the Trustee pursuant to the Series A and Series B Note Purchase Agreement, as the same may be amended, supplemented or otherwise modified in accordance with its terms.

“Participation Agreement Amendment”: Means each Participation Agreement Amendment to be entered into by the Trustee pursuant to the NPA, as the same may be amended, supplemented or otherwise modified in accordance with its terms.

“Pool Balance”: Means, as of any date, (i) the original aggregate face amount of the Applicable Certificates less (ii) the aggregate amount of all distributions made as of such date in respect of such Applicable Certificates or in respect of Deposits other than distributions made in respect of interest or premium (including Make-Whole Amount) thereon or reimbursement of any costs or expenses incurred in connection therewith. The Pool Balance as of any date shall be computed after giving effect to any special distribution with respect to unused Deposits, payment of principal of the Series C(R) Equipment Notes or payment with respect to other Trust Property and the distribution thereof to be made on that date.

“Pool Factor”: Means, as of any Distribution Date, the quotient (rounded to the seventh decimal place) computed by dividing (i) the Pool Balance by (ii) the original aggregate face amount of the Applicable Certificates. The Pool Factor as of any Distribution Date shall be computed after giving effect to any special distribution with respect to unused Deposits, payment of principal of the Series C(R) Equipment Notes or payment with respect to other Trust Property and the distribution thereof to be made on that date.

“Prospectus Supplement”: Means the final Prospectus Supplement dated May 1, 2018, relating to the offering of the Applicable Certificates.

“Ratings Confirmation”: Has the meaning specified in the Intercreditor Agreement.

“Scheduled Closing Date”: Has the meaning specified in the NPA.

“Scheduled Payment”: Means, with respect to any Equipment Note, any payment of principal or interest on such Equipment Note (other than any such payment which is not in fact received by the Trustee or the Subordination Agent within five days of the date on which such payment is scheduled to be made), which payment in any such case represents the installment of principal on such Equipment Note at the stated maturity of such installment, the payment of regularly scheduled interest accrued on the unpaid principal amount of such Equipment Note, or both; provided, however, that any payment of principal, premium (including Make-Whole Amount), if any, or interest resulting from the redemption or purchase of any Equipment Note shall not constitute a Scheduled Payment.

“Series A and Series B Note Purchase Agreement”: Means the Note Purchase Agreement dated December 13, 2012 relating to the Class A Certificates and the Class B Certificates.

“Series C Note Purchase Agreement”: Means the Note Purchase Agreement dated June 6, 2013 relating to the Class C Certificates.

“Series C(R) Equipment Notes”: Has the meaning specified in the NPA.

“Special Payment”: Means any payment (other than a Scheduled Payment) in respect of, or any proceeds of, any Equipment Note or Collateral (as defined in each Indenture).

“Triggering Event”: Has the meaning assigned to such term in the Intercreditor Agreement.

“Trust Property”: Means (i) subject to the Intercreditor Agreement, the Equipment Notes held as the property of the Applicable Trust, all monies at any time paid thereon and all monies due and to become due thereunder, (ii) funds from time to time deposited in the Certificate Account and the Special Payments Account and, subject to the Intercreditor Agreement, any proceeds from the sale by the Trustee pursuant to Article VI of the Basic Agreement of any Equipment Note and (iii) all rights of the Applicable Trust and the Trustee, on behalf of the Applicable Trust, under the Intercreditor Agreement, the Escrow Agreement, and the NPA, including, without limitation, all rights to receive certain payments thereunder, and all monies paid to the Trustee on behalf of the Applicable Trust pursuant to the Intercreditor Agreement, provided that rights with respect to the Deposits or under the Escrow Agreement, except for the right to direct withdrawals for the purchase of Equipment Notes to be held herein, will not constitute Trust Property.

“Trust Supplement”: Has the meaning specified in the first paragraph of this trust supplement.

“Trustee”: Has the meaning specified in the first paragraph of this Trust Supplement.

“Underwriter”: Means Deutsche Bank Securities Inc.

“Underwriting Agreement”: Means the Underwriting Agreement dated May 1, 2018 among the Underwriter, the Company and the Depositary, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

ARTICLE III.
DISTRIBUTIONS; STATEMENTS TO CERTIFICATEHOLDERS

Section 3.01 Statements to Applicable Certificateholders.

(a) On each Distribution Date, the Trustee will include with each distribution to Applicable Certificateholders of a Scheduled Payment or Special Payment, as the case may be, a statement setting forth the information provided below (in the case of a Special Payment, reflecting in part the information provided by the Escrow Paying Agent under the Escrow Agreement). Such statement shall set forth (per \$1,000 face amount Applicable Certificate as to (ii), (iii), (iv) and (v) below) the following information:

- (i) the aggregate amount of funds distributed on such Distribution Date under the Agreement and under the Escrow Agreement, indicating the amount allocable to each source;
- (ii) the amount of such distribution under the Agreement allocable to principal and the amount allocable to premium (including Make-Whole Amount), if any;
- (iii) the amount of such distribution under the Agreement allocable to interest;
- (iv) the amount of such distribution under the Escrow Agreement allocable to interest;
- (v) the amount of such distribution under the Escrow Agreement allocable to unused Deposits, if any; and
- (vi) the Pool Balance and the Pool Factor.

With respect to the Applicable Certificates registered in the name of a Clearing Agency or its nominee, on the Record Date prior to each Distribution Date, the Trustee will, at the expense of the Company, request that such Clearing Agency post on its Internet bulletin board a securities position listing setting forth the names of all Clearing Agency Participants reflected on such Clearing Agency's books as holding interests in the Applicable Certificates on such Record Date. On each Distribution Date, the Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Applicable Certificates.

(b) Within a reasonable period of time after the end of each calendar year but not later than the latest date permitted by law, the Trustee shall furnish to each Person who at any time during such calendar year was an Applicable Certificateholder of record a statement containing the sum of the amounts determined pursuant to clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) above for such calendar year or, in the event such Person was an Applicable Certificateholder of record during a portion of such calendar year, for such portion of such year,

and such other items as are readily available to the Trustee and which an Applicable Certificateholder shall reasonably request as necessary for the purpose of such Applicable Certificateholder's preparation of its U.S. federal income tax returns. Such statement and such other items shall be prepared on the basis of information supplied to the Trustee by the Clearing Agency Participants and shall be delivered by the Trustee to such Clearing Agency Participants to be available for forwarding by such Clearing Agency Participants to the holders of interests in the Applicable Certificates in the manner described in Section 3.01(a) of this Trust Supplement.

(c) Promptly following (i) the Class C(R) Certificate Financing Termination Date, if there has been any change in the information set forth in clauses (y) and (z) below from that set forth in page S-59 of the Prospectus Supplement, and (ii) the date of any early redemption of, or any default in the payment of principal or interest in respect of, any of the Series C(R) Equipment Notes held in the Applicable Trust, or any Final Withdrawal, the Trustee shall furnish to Applicable Certificateholders of record on such date a statement setting forth (x) the expected Pool Balances for each subsequent Regular Distribution Date following the Class C(R) Certificate Financing Termination Date, (y) the related Pool Factors for such Regular Distribution Dates and (z) the expected principal payment schedule of the Equipment Notes, in the aggregate, held as Trust Property at the date of such notice. With respect to the Applicable Certificates registered in the name of a Clearing Agency, on the Class C(R) Certificate Financing Termination Date, the Trustee will request from such Clearing Agency a securities position listing setting forth the names of all Clearing Agency Participants reflected on such Clearing Agency's books as holding interests in the Applicable Certificates on such date. The Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Applicable Certificates.

(d) The Trustee shall provide promptly to the Applicable Certificateholders all material non-confidential information received by the Trustee from the Company.

(e) This Section 3.01 supersedes and replaces Section 4.03 of the Basic Agreement (as amended pursuant to Section 1.01(a)), with respect to the Applicable Trust.

Section 3.02 Certificate Account and Special Payments Account.

(a) Trustee shall establish and maintain on behalf of the Applicable Certificateholders a Special Payments Account as one or more accounts, which shall be non-interest bearing except as provided in Section 4.04 of the Basic Agreement. The Trustee shall hold the Special Payments Account in trust for the benefit of the Applicable Certificateholders and shall make or permit withdrawals therefrom only as provided in the Agreement. On each day when one or more Special Payments are made to the Trustee under the Intercreditor Agreement, the Trustee, upon receipt thereof, shall immediately deposit the aggregate amount of such Special Payments in the Special Payments Account.

(b) This Section 3.02 supersedes and replaces Section 4.01 (b) of the Basic Agreement (as amended pursuant to Section 1.01(a)) in its entirety, with respect to the Applicable Trust.

Section 3.03 Distributions from Special Payments Account.

(a) On each Special Distribution Date with respect to any Special Payment or as soon thereafter as the Trustee has confirmed receipt of any Special Payments due on the Equipment Notes held (subject to the Intercreditor Agreement) in the Applicable Trust or realized upon the sale of such Equipment Notes, the Trustee shall distribute out of the Special Payments Account the entire amount of such Special Payment deposited therein pursuant to Section 3.02(a) of this Trust Supplement. There shall be so distributed to each Applicable Certificateholder of record on the Record Date with respect to such Special Distribution Date (other than as provided in Section 7.01 of this Trust Supplement concerning the final distribution) by check mailed to such Applicable Certificateholder, at the address appearing in the Register, such Applicable Certificateholder's pro rata share (based on the Fractional Undivided Interest in the Applicable Trust held by such Applicable Certificateholder) of the total amount in the Special Payments Account on account of such Special Payment, except that, with respect to Applicable Certificates registered on the Record Date in the name of a Clearing Agency (or its nominee), such distribution shall be made by wire transfer in immediately available funds to the account designated by such Clearing Agency (or such nominee).

(b) The Trustee shall, at the expense of the Company, cause notice of each Special Payment to be mailed to each Applicable Certificateholder at his address as it appears in the Register. In the event of redemption or purchase of Equipment Notes held in the Applicable Trust, such notice shall be mailed not less than 15 days prior to the Special Distribution Date for the Special Payment resulting from such redemption or purchase, which Special Distribution Date shall be the date of such redemption or purchase. In the case of any other Special Payments, such notice shall be mailed as soon as practicable after the Trustee has confirmed that it has received funds for such Special Payment, stating the Special Distribution Date for such Special Payment which shall occur not less than 15 days after the date of such notice and as soon as practicable thereafter. Notices with respect to a Special Payment mailed by the Trustee shall set forth:

- (i) the Special Distribution Date and the Record Date therefor (except as otherwise provided in Section 7.01 of this Trust Supplement),
- (ii) the amount of the Special Payment for each \$1,000 face amount Applicable Certificate and the amount thereof constituting principal, premium (including Make-Whole Amount), if any, and interest,
- (iii) the reason for the Special Payment, and
- (iv) if the Special Distribution Date is the same date as a Regular Distribution Date, the total amount to be received on such date for each \$1,000 face amount Applicable Certificate.

If the amount of premium (including Make-Whole Amount), if any, payable upon the redemption or purchase of an Equipment Note has not been calculated at the time that the Trustee mails notice of a Special Payment, it shall be sufficient if the notice sets forth the other amounts to be distributed and states that any premium (including Make-Whole Amount) received will also be distributed.

(c) If any redemption of the Equipment Notes held in the Applicable Trust is canceled, the Trustee, as soon as possible after learning thereof, shall cause notice thereof to be mailed to each Applicable Certificateholder at its address as it appears on the Register.

(d) This Section 3.03 supersedes and replaces Section 4.02(b) and Section 4.02(c) of the Basic Agreement in their entirety, with respect to the Applicable Trust.

Section 3.04 Limitation of Liability for Payments. Section 3.09 of the Basic Agreement shall be amended, with respect to the Applicable Trust, by deleting the phrase “any Owner Trustee or any Owner Participant” in the third sentence thereof.

ARTICLE IV.
DEFAULT

Section 4.01 Purchase Rights of Certificateholders.

(a) At any time after the occurrence and during the continuation of a Certificate Buyout Event, each Applicable Certificateholder (other than the Company or any of its Affiliates) shall have the right (which shall not expire upon any purchase of the Class A Certificates pursuant to the Class B Trust Agreement) to purchase, for the purchase prices set forth in the Class A Trust Agreement and the Class B Trust Agreement, respectively, all, but not less than all, of the Class A Certificates and the Class B Certificates upon 15 days' written notice to the Class A Trustee, the Class B Trustee and each other Applicable Certificateholder, on the third Business Day next following the expiry of such 15-day notice period, provided that (A) if prior to the end of such 15 day period any other Applicable Certificateholder (other than the Company or any of its Affiliates) notifies such purchasing Applicable Certificateholder that such other Applicable Certificateholder wants to participate in such purchase, then such other Applicable Certificateholder (other than the Company or any of its Affiliates) may join with the purchasing Applicable Certificateholder to purchase all, but not less than all, of the Class A Certificates and the Class B Certificates pro rata based on the Fractional Undivided Interest in the Applicable Trust held by each such Applicable Certificateholder and (B) if prior to the end of such 15 day period any other Applicable Certificateholder fails to notify the purchasing Applicable Certificateholder of such other Applicable Certificateholder's desire to participate in such a purchase, then such other Applicable Certificateholder shall lose its right to purchase the Class A Certificates and the Class B Certificates pursuant to this Section 4.01(a).

(b) By acceptance of its Applicable Certificate, each Applicable Certificateholder agrees that at any time after the occurrence and during the continuation of a Certificate Buyout Event, if any Refinancing Certificates are issued, each Refinancing Certificateholder shall have the same right (subject to the same terms and conditions) to purchase Certificates pursuant to Section 4.01(a) (and to receive notice in connection therewith) as the Certificateholders of the Class that such Refinancing Certificates refinanced.

As used in this Section 4.01 and elsewhere in this Trust Supplement, the terms “Class A Certificate”, “Class A Trust Agreement”, “Class A Trustee”, “Class B Certificate”, “Class B Trust Agreement”, “Class B Trustee”, “Refinancing Certificates”, “Refinancing Certificateholder”, “Refinancing Equipment Notes” and “Refinancing Trust” shall have the respective meanings assigned to such terms in the Intercreditor Agreement.

(c) This Section 4.01 supersedes and replaces Section 6.01(b) of the Basic Agreement, with respect to the Applicable Trust.

Section 4.02 Amendment of Section 6.05 of the Basic Agreement. Section 6.05 of the Basic Agreement shall be amended, with respect to the Applicable Trust, by deleting the phrase “and thereby annul any Direction given by such Certificateholders or the Trustee to such Loan Trustee with respect thereto,” set forth in the first sentence thereof.

ARTICLE V. THE TRUSTEE

Section 5.01 Delivery of Documents; Delivery Dates.

(a) The Trustee is hereby directed (i) to execute and deliver the Escrow Agreement and the NPA on or prior to the Issuance Date, each in the form delivered to the Trustee by the Company, and (ii) subject to the respective terms thereof, to perform its obligations thereunder. Upon request of the Company and the satisfaction or waiver of the closing conditions specified in the Underwriting Agreement, the Trustee shall execute, deliver, authenticate, issue and sell Applicable Certificates in authorized denominations equaling in the aggregate the amount set forth, with respect to the Applicable Trust, in Schedule I to the Underwriting Agreement evidencing the entire ownership interest in the Applicable Trust, which amount equals the maximum aggregate principal amount of Equipment Notes which may be purchased by the Trustee pursuant to the NPA. Except as provided in Sections 3.03, 3.04, 3.05 and 3.06 of the Basic Agreement, the Trustee shall not execute, authenticate or deliver Applicable Certificates in excess of the aggregate amount specified in this paragraph. The provisions of this Section 5.01(a) supersede and replace the first sentence of Section 3.02(a) of the Basic Agreement, with respect to the Applicable Trust.

(b) After the Issuance Date, the Company may deliver to the Trustee a Closing Notice relating to one or more Equipment Notes. After receipt of a Closing Notice and in any case no later than one Business Day prior to the Scheduled Closing Date as to which such Closing Notice relates (the “Applicable Closing Date”), the Trustee shall (as and when specified in the Closing Notice) instruct the Escrow Agent to provide a Notice of Purchase Withdrawal to the Depository requesting (A) the withdrawal of one or more Deposits on the Applicable Closing Date in accordance with and to the extent permitted by the terms of the Escrow Agreement and the Deposit Agreement and (B) the payment of all, or a portion, of such Deposit or Deposits in an amount equal in the aggregate to the purchase price of such Equipment Notes to or on behalf of the Company, all as shall be described in the Closing Notice. The Trustee shall (as and when specified in such Closing Notice), subject to the conditions set forth in Section 2 of the NPA, enter into and perform its obligations under the Intercreditor Agreement Amendment and the Participation Agreement Amendments specified in such Closing Notice (the “Applicable”).

Participation Agreement Amendments”) and cause such certificates, documents and legal opinions relating to the Trustee to be duly delivered as required by the Applicable Participation Agreement Amendments. If at any time prior to the Applicable Closing Date, the Trustee receives a notice of postponement pursuant to Section 1(e) or 1(f) of the NPA, then the Trustee shall give the Depository (with a copy to the Escrow Agent) a notice of cancellation of such Notice of Purchase Withdrawal relating to such Deposit or Deposits on such Applicable Closing Date. Upon satisfaction of the conditions specified in the NPA and the Applicable Participation Agreement Amendments, the Trustee shall purchase the applicable Equipment Notes with the proceeds of the withdrawals of one or more Deposits made on the Applicable Closing Date in accordance with the terms of the Deposit Agreement and the Escrow Agreement. The purchase price of such Equipment Notes shall equal the principal amount of such Equipment Notes. The provisions of this Section 5.01(b) supersede and replace the provisions of Section 2.02 of the Basic Agreement with respect to the Applicable Trust, and all provisions of the Basic Agreement relating to Postponed Notes and Section 2.02 of the Basic Agreement shall not apply to the Applicable Trust.

(c) The Trustee acknowledges its acceptance of all right, title and interest in and to the Trust Property to be acquired pursuant to Section 5.01(b) of this Trust Supplement, the NPA and each Applicable Participation Agreement, and declares that it holds and will hold such right, title and interest for the benefit of all present and future Applicable Certificateholders, upon the trusts set forth in the Agreement. By its acceptance of an Applicable Certificate, each initial Applicable Certificateholder, as a grantor of the Applicable Trust, joins with the Trustee in the creation of the Applicable Trust. The provisions of this Section 5.01(c) supersede and replace the provisions of Section 2.03 of the Basic Agreement, with respect to the Applicable Trust.

Section 5.02 Withdrawal of Deposits. If any Deposits remain outstanding on the Business Day next succeeding the Cut-off Date, the Trustee shall promptly give the Escrow Agent notice that the Trustee’s obligation to purchase Equipment Notes under the NPA has terminated and instruct the Escrow Agent to provide a notice of Final Withdrawal to the Depository substantially in the form of Exhibit B to the Deposit Agreement (the “Final Withdrawal Notice”).

Section 5.03 The Trustee.

(a) Subject to Section 5.04 of this Trust Supplement and Section 7.15 of the Basic Agreement, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Trust Supplement, the Deposit Agreement, the NPA or the Escrow Agreement or the due execution hereof or thereof by the Company or the other parties thereto (other than the Trustee), or for or in respect of the recitals and statements contained herein or therein, all of which recitals and statements are made solely by the Company, except that the Trustee hereby represents and warrants that each of this Trust Supplement, the Basic Agreement, each Applicable Certificate, the Intercreditor Agreement, the NPA and the Escrow Agreement has been executed and delivered by one of its officers who is duly authorized to execute and deliver such document on its behalf.

(b) Except as herein otherwise provided and except during the continuation of an Event of Default in respect of the Applicable Trust created hereby, no duties, responsibilities or

liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Trust Supplement other than as set forth in the Agreement, and this Trust Supplement is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Agreement, as fully to all intents as if the same were herein set forth at length.

Section 5.04 Representations and Warranties of the Trustee. The Trustee hereby represents and warrants that:

(a) the Trustee has full power, authority and legal right to execute, deliver and perform this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement, the NPA and the Note Documents to which it is or is to become a party and has taken all necessary action to authorize the execution, delivery and performance by it of this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement, the NPA and the Note Documents to which it is or is to become a party;

(b) the execution, delivery and performance by the Trustee of this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement, the NPA and the Note Documents to which it is or is to become a party (i) will not violate any provision of any United States federal law or the law of the state of the United States where it is located governing the banking and trust powers of the Trustee or any order, writ, judgment, or decree of any court, arbitrator or governmental authority applicable to the Trustee or any of its assets, (ii) will not violate any provision of the articles of association or by-laws of the Trustee, and (iii) will not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Trust Property pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have an adverse effect on the Trustee's performance or ability to perform its duties hereunder or thereunder or on the transactions contemplated herein or therein;

(c) the execution, delivery and performance by the Trustee of this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement, the NPA and the Note Documents to which it is or is to become a party will not require the authorization, consent, or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency of the United States or the state of the United States where it is located regulating the banking and corporate trust activities of the Trustee; and

(d) this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement, the NPA and the Note Documents to which it is or is to become a party have been, or will be, as applicable, duly executed and delivered by the Trustee and constitute, or will constitute, as applicable, the legal, valid and binding agreements of the Trustee, enforceable against it in accordance with their respective terms; provided, however, that enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity.

Section 5.05 Trustee Liens. The Trustee in its individual capacity agrees, in addition to the agreements contained in Section 7.17 of the Basic Agreement, that it will at its own cost and expense promptly take any action as may be necessary to duly discharge and satisfy in full any

Trustee's Liens on or with respect to the Trust Property which is attributable to the Trustee in its individual capacity and which is unrelated to the transactions contemplated by the Intercreditor Agreement or the NPA.

ARTICLE VI.
ADDITIONAL AMENDMENT; SUPPLEMENTAL AGREEMENTS

Section 6.01 Amendment of Section 5.02 of the Basic Agreement. Section 5.02 of the Basic Agreement shall be amended, with respect to the Applicable Trust, by (i) replacing the phrase "of the Note Documents and of this Agreement" set forth in paragraph (b) thereof with the phrase "of the Note Documents, of the NPA and of this Agreement" and (ii) replacing the phrase "of this Agreement and any Note Document" set forth in the last paragraph of Section 5.02 with the phrase "of this Agreement, the NPA and any Note Document".

Section 6.02 Supplemental Agreements Without Consent of Applicable Certificateholders. Without limitation of Section 9.01 of the Basic Agreement, under the terms of, and subject to the limitations contained in, Section 9.01 of the Basic Agreement, the Company may (but will not be required to), and the Trustee (subject to Section 9.03 of the Basic Agreement) shall, at the Company's request, at any time and from time to time, (i) enter into one or more agreements supplemental to the Escrow Agreement, the NPA or the Deposit Agreement, for any of the purposes set forth in clauses (1) through (14) of such Section 9.01, and (without limitation of the foregoing or Section 9.01 of the Basic Agreement) references in clauses (4), (6) and (7) of such Section 9.01 to "any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee" shall also be deemed to refer to "the Intercreditor Agreement, the Escrow Agreement, the NPA or the Deposit Agreement" and (ii) enter into one or more agreements supplemental to the Agreement to provide for the formation of one or more Refinancing Trusts, the issuance of Refinancing Certificates, the purchase by any Refinancing Trust of applicable Refinancing Equipment Notes and other matters incidental thereto or as otherwise contemplated by Section 2.01(b) of the Basic Agreement, subject to the provisions of Section 4(a)(v) of the NPA and Section 9.1(c) of the Intercreditor Agreement.

Section 6.03 Section 6.03. Supplemental Agreements with Consent of Applicable Certificateholders. Without limitation of Section 9.02 of the Basic Agreement, the provisions of Section 9.02 of the Basic Agreement shall apply to agreements or amendments for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Escrow Agreement, the Deposit Agreement or the NPA or modifying in any manner the rights and obligations of the Applicable Certificateholders under the Escrow Agreement, the Deposit Agreement or the NPA; provided that the provisions of Section 9.02(1) of the Basic Agreement shall be deemed to include reductions in any manner of, or delay in the timing of, any receipt by the Applicable Certificateholders of payments upon the Deposits.

Section 6.04 Consent of Holders of Certificates Issued under Other Trusts. Notwithstanding any provision in Section 6.02 or Section 6.03 of this Trust Supplement to the contrary, no amendment or modification of Section 4.01 of this Trust Supplement shall be effective unless the trustee for each Class of Certificates affected by such amendment or modification shall have consented thereto.

ARTICLE VII.
TERMINATION OF TRUST

Section 7.01 Termination of the Applicable Trust.

(a) The respective obligations and responsibilities of the Company and the Trustee with respect to the Applicable Trust shall terminate upon the earlier of (A) the completion of the assignment, transfer and discharge described in the first sentence of the immediately following paragraph and (B) distribution to all Applicable Certificateholders and the Trustee of all amounts required to be distributed to them pursuant to the Agreement and the disposition of all property held as part of the Trust Property; provided, however, that in no event shall the Applicable Trust continue beyond one hundred ten (110) years following the date of the execution of this Trust Supplement.

Notice of any termination, specifying the Distribution Date upon which the Applicable Certificateholders may surrender their Applicable Certificates to the Trustee for payment of the final distribution and cancellation, shall be mailed promptly by the Trustee to Applicable Certificateholders not earlier than the 60th day and not later than the 15th day next preceding such final Distribution Date specifying (A) the Distribution Date upon which the proposed final payment of the Applicable Certificates will be made upon presentation and surrender of Applicable Certificates at the office or agency of the Trustee therein specified, (B) the amount of any such proposed final payment, and (C) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Applicable Certificates at the office or agency of the Trustee therein specified. The Trustee shall give such notice to the Registrar at the time such notice is given to Applicable Certificateholders. Upon presentation and surrender of the Applicable Certificates in accordance with such notice, the Trustee shall cause to be distributed to Applicable Certificateholders such final payments.

In the event that all of the Applicable Certificateholders shall not surrender their Applicable Certificates for cancellation within six months after the date specified in the above-mentioned written notice, the Trustee shall give a second written notice to the remaining Applicable Certificateholders to surrender their Applicable Certificates for cancellation and receive the final distribution with respect thereto. No additional interest shall accrue on the Applicable Certificates after the Distribution Date specified in the first written notice. In the event that any money held by the Trustee for the payment of distributions on the Applicable Certificates shall remain unclaimed for two years (or such lesser time as the Trustee shall be satisfied, after sixty days' notice from the Company, is one month prior to the escheat period provided under applicable law) after the final distribution date with respect thereto, the Trustee shall pay to each Loan Trustee the appropriate amount of money relating to such Loan Trustee and shall give written notice thereof to the Company.

(b) The provisions of this Section 7.01 supersede and replace the provisions of Section 11.01 of the Basic Agreement in its entirety, with respect to the Applicable Trust.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

Section 8.01 Basic Agreement Ratified. Except and so far as herein expressly provided, all of the provisions, terms and conditions of the Basic Agreement are in all respects ratified and confirmed; and the Basic Agreement and this Trust Supplement shall be taken, read and construed as one and the same instrument. All replacements of provisions of, and other modifications of the Basic Agreement set forth in this Trust Supplement are solely with respect to the Applicable Trust.

Section 8.02 GOVERNING LAW. THE AGREEMENT AND THE APPLICABLE CERTIFICATES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS SECTION 8.02 SUPERSEDES AND REPLACES SECTION 12.05 OF THE BASIC AGREEMENT, WITH RESPECT TO THE APPLICABLE TRUST.

Section 8.03 Execution in Counterparts. This Trust Supplement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 8.04 Intention of Parties. The parties hereto intend that the Applicable Trust be classified for U.S. federal income tax purposes as a grantor trust under Subpart E, Part I of Subchapter J of the Internal Revenue Code of 1986, as amended, and not as a trust or association taxable as a corporation or as a partnership. Each Applicable Certificateholder and Investor, by its acceptance of its Applicable Certificate or a beneficial interest therein, agrees to treat the Applicable Trust as a grantor trust for all U.S. federal, state and local income tax purposes. The powers granted and obligations undertaken pursuant to the Agreement shall be so construed so as to further such intent.

[Signatures on following page]

IN WITNESS WHEREOF, the Company and the Trustee have caused this Trust Supplement to be duly executed by their respective officers thereto duly authorized, as of the day and year first written above.

AMERICAN AIRLINES, INC.

By: /s/ Thomas T. Weir
Name: Thomas T. Weir
Title: Vice President and Treasurer

WILMINGTON TRUST COMPANY,
as Trustee

By: /s/ Lynette J. Hilgar
Name: Lynette J. Hilgar
Title: Financial Service Officer

[Signature Page for Trust Supplement]

EXHIBIT A

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE TRUSTEE OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN EXCHANGE FOR THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS AND WARRANTS TO OR FOR THE BENEFIT OF THE COMPANY THAT EITHER (I) THE ASSETS OF A PLAN HAVE NOT BEEN USED TO PURCHASE OR HOLD THIS CERTIFICATE OR AN INTEREST HEREIN OR (II) THE PURCHASE AND HOLDING OF THIS CERTIFICATE OR INTEREST HEREIN BY SUCH A PERSON IS EXEMPT FROM THE PROHIBITED TRANSACTION RESTRICTIONS OF ERISA AND THE CODE PURSUANT TO ONE OR MORE PROHIBITED TRANSACTION STATUTORY OR ADMINISTRATIVE EXEMPTIONS, OR AS APPLICABLE, ALL PROHIBITIONS UNDER ANY APPLICABLE SIMILAR LAW AND (B) DIRECTS THE TRUSTEE TO INVEST THE ASSETS HELD IN THE TRUST PURSUANT TO, AND TAKE ALL OTHER ACTIONS CONTEMPLATED BY, THE TERMS AND CONDITIONS OF THE BASIC AGREEMENT, THIS TRUST SUPPLEMENT, THE INTERCREDITOR AGREEMENT, THE INTERCREDITOR AGREEMENT AMENDMENT, THE DEPOSIT AGREEMENT, THE ESCROW AGREEMENT, THE NPA, EACH PARTICIPATION AGREEMENT AMENDMENT AND EACH PARTICIPATION AGREEMENT.

FURTHER, TO THE EXTENT THE HOLDER IS AN ERISA PLAN, SUCH HOLDER REPRESENTS AND WARRANTS THAT THE DECISION TO ACQUIRE OR ACCEPT THE CERTIFICATE OR INTEREST THEREIN HAS BEEN MADE BY A DULY AUTHORIZED FIDUCIARY OF THE ERISA PLAN THAT (A) IS INDEPENDENT (AS THAT TERM IS USED IN 29 C.F.R. 2510.3-21(C)(1)) OF THE COMPANY AND ITS AFFILIATES AND THERE IS NO FINANCIAL INTEREST, OWNERSHIP INTEREST, OR OTHER RELATIONSHIP, AGREEMENT OR UNDERSTANDING OR OTHERWISE THAT WOULD LIMIT ITS ABILITY TO CARRY OUT ITS FIDUCIARY RESPONSIBILITY TO THE ERISA PLAN; (B) IS A BANK, INSURANCE CARRIER, REGISTERED INVESTMENT ADVISER, A REGISTERED BROKER-DEALER, OR AN INDEPENDENT FIDUCIARY THAT HOLDS,

OR HAS UNDER MANAGEMENT OR CONTROL, TOTAL ASSETS OF AT LEAST \$50 MILLION (IN EACH CASE, AS SPECIFIED IN 29 C.F.R. 2510.3-21(C)(1)(I)(A)-(E)); (C) IS NOT THE INDIVIDUAL RETIREMENT ACCOUNT (“IRA”) OWNER (IN THE CASE OF A PURCHASER WHICH IS AN IRA) (D) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO PARTICULAR TRANSACTIONS AND INVESTMENT STRATEGIES (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE DECISION TO ACQUIRE OR ACCEPT THE CERTIFICATE OR INTEREST THEREIN); (E) HAS BEEN FAIRLY INFORMED THAT THE COMPANY AND ITS AFFILIATES HAVE NOT AND WILL NOT UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE ACQUISITION OR ACCEPTANCE OF THE CERTIFICATE OR INTEREST THEREIN; (F) HAS BEEN FAIRLY INFORMED THAT THE COMPANY AND ITS AFFILIATES HAVE FINANCIAL INTERESTS IN THE ERISA PLAN’S ACQUISITION OR ACCEPTANCE OF THE CERTIFICATE OR INTEREST THEREIN, WHICH INTERESTS MAY CONFLICT WITH THE INTEREST OF THE ERISA PLAN, AS MORE FULLY DESCRIBED IN THE OFFERING MATERIALS; (G) IS A FIDUCIARY UNDER ERISA OR THE CODE, OR BOTH, WITH RESPECT TO THE DECISION TO ACQUIRE OR ACCEPT THE CERTIFICATE OR INTEREST THEREIN AND IS RESPONSIBLE FOR EXERCISING (AND HAS EXERCISED) INDEPENDENT JUDGMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH ERISA PLAN IN THE CERTIFICATE OR INTEREST THEREIN; AND (H) IS NOT PAYING THE COMPANY OR ANY OF ITS AFFILIATES, ANY FEE OR OTHER COMPENSATION DIRECTLY FOR THE PROVISION OF INVESTMENT ADVICE (AS OPPOSED TO OTHER SERVICES) IN CONNECTION WITH THE ERISA PLAN’S ACQUISITION OR ACCEPTANCE OF THE CERTIFICATE OR INTEREST THEREIN.

CERTAIN TERMS USED HEREIN SHALL HAVE THE MEANINGS SPECIFIED IN THE TRUST SUPPLEMENT (THE “AGREEMENT”).

FORM OF CERTIFICATE

Certificate
No. _____

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest herein.]*

AMERICAN AIRLINES, INC. PASS THROUGH TRUST 2012-2C(R)

American Airlines, Inc. Pass Through Certificate, Series 2012-2C(R)
Issuance Date: May 15, 2018

Final Maturity Date: June 3, 2021

Evidencing A Fractional Undivided Interest In The American Airlines, Inc. Pass Through Trust 2012-2C(R), The Property Of Which Shall Include Certain Equipment Notes Each Secured By An Aircraft Owned By American Airlines, Inc.

\$_[_____] Fractional Undivided Interest
representing 0.0010000000% of the Trust per \$1,000 face amount

THIS CERTIFIES THAT _____, for value received, is the registered owner of a \$_____ (_____ DOLLARS) Fractional Undivided Interest in the American Airlines, Inc. Pass Through Trust 2012-2C(R) (the "Trust") created by Wilmington Trust Company, as trustee (the "Trustee"), pursuant to a Pass Through Trust Agreement, dated as of September 16, 2014 (the "Basic Agreement"), between the Trustee and American Airlines, Inc., a corporation incorporated under Delaware law (the "Company"), as supplemented by Trust Supplement No. 2012-2C(R) thereto, dated as of May 15, 2018 (the "Trust Supplement" and, together with the Basic Agreement, the "Agreement"), a summary of certain of the pertinent provisions of which is set forth below. To the extent not otherwise defined herein, the capitalized terms used herein have the meanings assigned to them in the Agreement. This Certificate is one of the duly authorized Certificates designated as "American Airlines, Inc. Pass Through Certificates, Series 2012-2C(R)" (herein called the "Certificates"). This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement. By virtue of its acceptance hereof, the holder of this Certificate (the "Certificateholder" and, together with all other holders of Certificates issued by the Trust,

* This legend to appear on Book-Entry Certificates to be deposited with the Depository Trust Company.

the “Certificateholders”) assents to and agrees to be bound by the provisions of the Agreement and the Intercreditor Agreement. The property of the Trust includes certain Equipment Notes and all rights of the Trust to receive payments under the Intercreditor Agreement (the “Trust Property”). Each issue of the Equipment Notes is secured by, among other things, a security interest in an Aircraft owned by the Company.

The Certificates represent Fractional Undivided Interests in the Trust and the Trust Property and have no rights, benefits or interest in respect of any other separate trust established pursuant to the terms of the Basic Agreement for any other series of certificates issued pursuant thereto.

Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, from funds then available to the Trustee, there will be distributed on June 3 and December 3 of each year (a “Regular Distribution Date”) commencing December 3, 2018 to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Regular Distribution Date, an amount in respect of the Scheduled Payments on the Equipment Notes due on such Regular Distribution Date, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Scheduled Payments. Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, in the event that Special Payments on the Equipment Notes are received by the Trustee, from funds then available to the Trustee, there shall be distributed on the applicable Special Distribution Date, to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Special Distribution Date, an amount in respect of such Special Payments on the Equipment Notes, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Special Payments so received. If a Regular Distribution Date or Special Distribution Date is not a Business Day, distribution shall be made on the immediately following Business Day with the same force and effect as if made on such Regular Distribution Date or Special Distribution Date and no interest shall accrue during the intervening period. The Trustee shall mail notice of each Special Payment and the Special Distribution Date therefor to the Certificateholder of this Certificate.

Distributions on this Certificate will be made by the Trustee by check mailed to the Person entitled thereto, without presentation or surrender of this Certificate or the making of any notation hereon, except that with respect to Certificates registered on the Record Date in the name of a Clearing Agency (or its nominee), such distribution shall be made by wire transfer. Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Certificate will be made after notice mailed by the Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency of the Trustee specified in such notice.

The Certificates do not represent a direct obligation of, or an obligation guaranteed by, or an interest in, the Company or the Trustee or any affiliate thereof. The Certificates are limited in right of payment, all as more specifically set forth on the face hereof and in the Agreement. All payments or distributions made to Certificateholders under the Agreement shall be made only from the Trust Property and only to the extent that the Trustee shall have sufficient income or

proceeds from the Trust Property to make such payments in accordance with the terms of the Agreement. Each Certificateholder of this Certificate, by its acceptance hereof, agrees that it will look solely to the income and proceeds from the Trust Property to the extent available for distribution to such Certificateholder as provided in the Agreement. This Certificate does not purport to summarize the Agreement and reference is made to the Agreement for information with respect to the interests, rights, benefits, obligations, privileges, and duties evidenced hereby. A copy of the Agreement may be examined during normal business hours at the principal office of the Trustee, and at such other places, if any, designated by the Trustee, by any Certificateholder upon request.

The Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Certificateholders under the Agreement at any time by the Company and the Trustee with the consent of the Certificateholders holding Certificates evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the Trust. Any such consent by the Certificateholder of this Certificate shall be conclusive and binding on such Certificateholder and upon all future Certificateholders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Agreement also permits the amendment thereof, in certain limited circumstances, without the consent of the Certificateholders of any of the Certificates.

As provided in the Agreement and subject to certain limitations set forth therein, the transfer of this Certificate is registrable in the Register upon surrender of this Certificate for registration of transfer at the offices or agencies maintained by the Trustee in its capacity as Registrar, or by any successor Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar, duly executed by the Certificateholder hereof or such Certificateholder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in minimum denominations of \$1,000 Fractional Undivided Interest and integral multiples thereof, except that one Certificate may be issued in a different denomination. As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust, as requested by the Certificateholder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Trustee shall require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

Each Certificateholder and Investor, by its acceptance of this Certificate or a beneficial interest herein, agrees to treat the Trust as a grantor trust for all U.S. federal, state and local income tax purposes.

The Trustee, the Registrar, and any agent of the Trustee or the Registrar may treat the person in whose name this Certificate is registered as the owner hereof for all purposes, and neither the Trustee, the Registrar, nor any such agent shall be affected by any notice to the contrary.

The obligations and responsibilities created by the Agreement and the Trust created thereby shall terminate upon the distribution to Certificateholders of all amounts required to be distributed to them pursuant to the Agreement and the disposition of all property held as part of the Trust Property.

Any Person acquiring or accepting this Certificate or an interest herein will, by such acquisition or acceptance, be deemed to (a) represent and warrant to or for the benefit of the Company that either: (i) the assets of a Plan have not been used to purchase or hold this Certificate or an interest herein or (ii) the purchase and holding of this Certificate or interest herein by such Person is exempt from the prohibited transaction restrictions of ERISA and the Code or provisions of Similar Law pursuant to one or more prohibited transaction statutory or administrative exemptions or similar exemptions under applicable Similar Law; and (b) direct the Trustee to invest the assets held in the Trust pursuant to, and take all other actions contemplated by, the terms and conditions of the Basic Agreement, this Trust Supplement, the Intercreditor Agreement, the Intercreditor Agreement Amendment, the Deposit Agreement, the Escrow Agreement, the NPA, each Participation Agreement Amendment and each Participation Agreement.

Further, each person who is an ERISA Plan and acquires or accepts a Certificate or an interest therein will, by such acquisition or acceptance, be deemed to have represented and warranted that the decision to acquire or accept the Certificate or interest therein has been made by a duly authorized fiduciary of the ERISA Plan that (a) is independent (as that term is used in 29 C.F.R. 2510.3-21(c)(1)) of the Company and its affiliates and there is no financial interest, ownership interest, or other relationship, agreement or understanding or otherwise that would limit its ability to carry out its fiduciary responsibility to the ERISA Plan; (b) is a bank, insurance carrier, registered investment adviser, a registered broker-dealer, or an independent fiduciary that holds, or has under management or control, total assets of at least \$50 million (in each case, as specified in 29 C.F.R. 2510.3-21(c)(1)(i)(A)-(E)); (c) is not the individual retirement account ("IRA") owner (in the case of a purchaser which is an IRA) (d) is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including, without limitation, with respect to the decision to acquire or accept the Certificate or interest therein); (e) has been fairly informed that the Company and its affiliates have not and will not undertake to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the acquisition or acceptance of the Certificate or interest therein; (f) has been fairly informed that the Company and its affiliates have financial interests in the ERISA Plan's acquisition or acceptance of the Certificate or interest therein, which interests may conflict with the interest of the ERISA Plan, as more fully described in the offering materials; (g) is a fiduciary under ERISA or the Code, or both, with respect to the decision to acquire or accept the Certificate or interest therein and is responsible for exercising (and has exercised) independent judgment in evaluating whether to invest the assets of such ERISA Plan in the Certificate or interest therein; and (h) is not paying the Company or any of its affiliates, any fee or other compensation directly for the provision of investment advice (as opposed to other services) in connection with the ERISA Plan's acquisition or acceptance of the Certificate or interest therein.

THE AGREEMENT AND THIS CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Unless the certificate of authentication hereon has been executed by the Trustee, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

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Trust Supplement No. 2012-2C(R)
American Airlines Aircraft EETC

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed.

AMERICAN AIRLINES, INC. PASS THROUGH TRUST
2012-2C(R)

By: WILMINGTON TRUST COMPANY,
as Trustee

By _____
Name:
Title:

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Trust Supplement No. 2012-2C(R)
American Airlines Aircraft EETC

FORM OF THE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within-mentioned Agreement.

WILMINGTON TRUST COMPANY,
as Trustee

By _____
Name:
Title:

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Trust Supplement No. 2012-2C(R)
American Airlines Aircraft EETC

EXHIBIT B

DTC LETTER OF REPRESENTATIONS

B-1

The Depository Trust Company
A subsidiary of the Depository Trust & Clearing Corporation

ISSUER LETTER OF REPRESENTATIONS
(To be completed by Issuer and Co-Issuer(s), if applicable)

American Airlines Pass Through Trust 2012-2C(R)

(Name of Issuer and Co-Issuer(s), if applicable)

4.700% American Airlines Pass Through Certificates, Series 2012-2C(R)

(Security Description, including series designation if applicable)

02377H AA1

(CUSIP Number(s) of the Securities)

May 15, 2018

(Date)

The Depository Trust Company

570 Washington Blvd, 4th FL
Jersey City, NJ 07310
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to the Securities represented by the CUSIP number(s) referenced above (the "Securities"). Issuer requests that The Depository Trust Company ("DTC") accept the Securities as eligible for deposit at DTC.

Issuer is: **(Note: Issuer must represent one and cross out the other.)**

[formed under the laws of] Delaware.

The DTC Clearing Participant Deutsche Bank Securities Inc. will distribute the Securities through DTC.

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

American Airlines Pass Through Trust 2012-2C(R)
By: Wilmington Trust Company, as Trustee

(Issuer)

By: /s/ Jose L. Paredes

(Authorized Officer's Signature)

Jose L. Paredes

(Print Name)

Wilmington Trust Company
1100 North Market Street

(Street Address)

Wilmington Delaware USA 19890

(City) (State) (Country) (Zip Code)

###

(Phone Number)

###

(E-mail Address)

**Additional Signature Page to
ISSUER LETTER OF REPRESENTATIONS
For use with Co-Issuers**

Name of Issuer and Co-Issuer(s)

In signing this Issuer Letter of Representations dated as of _____.

Co-Issuer agrees to and shall be bound by all "Issuer" representations.

(Co-Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

EXHIBIT C

ARTICLES I – XII OF THE BASIC AGREEMENT

C-1

EXHIBIT C

ARTICLES I – XII OF THE BASIC AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. For all purposes of this Basic Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms used herein that are defined in this Article I have the meanings assigned to them in this Article I, and include the plural as well as the singular;

(2) all other terms used herein that are defined in the Trust Indenture Act, either directly or by reference therein, or by the rules promulgated under the Trust Indenture Act, have the meanings assigned to them therein;

(3) all references in this Basic Agreement to designated “Articles,” “Sections,” “Subsections” and other subdivisions are to the designated Articles, Sections, Subsections and other subdivisions of this Basic Agreement;

(4) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Basic Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision;

(5) unless the context otherwise requires, whenever the words “including,” “include” or “includes” are used herein, it shall be deemed to be followed by the phrase “without limitation”; and

(6) the term “this Agreement” (as distinguished from “this Basic Agreement”) refers, unless the context otherwise requires, to this Basic Agreement as supplemented by the Trust Supplement creating a particular Trust and establishing the series of Certificates issued or to be issued in respect thereof, with reference to such Trust and such series of Certificates, as this Basic Agreement as so supplemented may be further supplemented with respect to such Trust and such series of Certificates.

Act: Has the meaning, with respect to any Certificateholder, specified in Section 1.04(a).

Affiliate: Means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For the purposes of this definition, “Control,” when used with respect to any specified Person, means the power, directly or indirectly, to direct the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Aircraft: Means one or more aircraft, including engines therefor, owned by or leased to the Company and securing one or more Equipment Notes.

Authorized Agent: Means, with respect to the Certificates of any series, any Paying Agent or Registrar for the Certificates of such series.

Avoidable Tax: Has the meaning specified in Section 7.09(e).

Basic Agreement: Means this Pass Through Trust Agreement, as the same may from time to time be supplemented, amended or modified, but does not include any Trust Supplement.

Book-Entry Certificates: Means, with respect to the Certificates of any series, a beneficial interest in the Certificates of such series, ownership and transfers of which shall be made through book entries as described in Section 3.05.

Business Day: Means, with respect to the Certificates of any series, any day other than a Saturday, a Sunday or a day on which commercial banks are required or authorized to close in Phoenix, Arizona, New York, New York, or, so long as any Certificate of such series is outstanding, the city and state in which the Trustee or any related Loan Trustee maintains its Corporate Trust Office or receives and disburses funds.

Certificate: Means any one of the certificates executed and authenticated by the Trustee, substantially in the form attached to the Trust Supplement establishing such series of Certificates.

Certificate Account: Means, with respect to the Certificates of any series, the account or accounts created and maintained for such series pursuant to Section 4.01(a) and the related Trust Supplement.

Certificateholder or Holder: Means, with respect to the Certificates of any series, the Person in whose name a Certificate of such series is registered in the Register for Certificates of such series.

Certificate Owner: Means, with respect to the Certificates of any series, for purposes of Section 3.05, the Person who owns a Book-Entry Certificate of such series.

Clearing Agency: Means an organization registered as a "clearing agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended.

Clearing Agency Participant: Means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects, directly or indirectly, book-entry transfers and pledges of securities deposited with the Clearing Agency.

Company: Means US Airways, Inc., a Delaware corporation, or its successor in interest pursuant to Section 5.02, or (only in the context of provisions hereof, if any, when such reference is required for purposes of compliance with the Trust Indenture Act) any other "obligor" (within the meaning of the Trust Indenture Act) with respect to the Certificates of any series.

Controlling Party: Means, with respect to the Certificates of any series, the Person entitled to act as such pursuant to the terms of the related Intercreditor Agreement.

Corporate Trust Office: Means, with respect to the Trustee or any Loan Trustee, the office of such trustee in the city at which at any particular time its corporate trust business shall be principally administered.

Cut-Off Date: Means, with respect to the Certificates of any series, the date designated as such in the Trust Supplement establishing such series.

Definitive Certificates: Has the meaning, with respect to the Certificates of any series, specified in Section 3.05.

Direction: Has the meaning specified in Section 1.04(a).

Distribution Date: Means any Regular Distribution Date, Special Distribution Date or Initial Regular Distribution Date.

Equipment Notes: Means, with respect to any Trust, any one of the notes, certificates or instruments issued pursuant to any Indenture and described as “Equipment Notes” in, or on a schedule attached to, the Trust Supplement in respect of such Trust and to be held by the Trustee as part of such Trust, including any Equipment Note (as so defined) issued under the applicable Indenture in replacement thereof or substitution therefor.

ERISA: Means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor federal statute.

Escrow Account: Has the meaning, with respect to any Trust, specified in Section 2.02(b).

Escrowed Funds: Has the meaning, with respect to any Trust, specified in Section 2.02(b).

Event of Default: Means, in respect of any Trust, an Indenture Event of Default under any Indenture pursuant to which Equipment Notes held by such Trust were issued and such other event as may be designated under the related Trust Supplement as an “Event of Default.”

Fractional Undivided Interest: Means the fractional undivided interest in a Trust that is evidenced by a Certificate relating to such Trust.

Guarantee: Means, with respect to the Certificates of any series, a guarantee by the Parent of the obligations of the Company under any Equipment Notes or any Leases related to Equipment Notes to be acquired and held in the Trust as to which the Certificates of such series represent fractional undivided interests.

Indenture: Means, with respect to any Trust, each of the one or more separate trust indenture and security agreements or trust indenture and mortgages or similar documents described in, or on a schedule attached to, the Trust Supplement and an indenture having

substantially the same terms and conditions which relates to a Substitute Aircraft, as each such indenture may be amended or supplemented in accordance with its respective terms; and “Indentures” means all of such agreements.

Indenture Event of Default: Means, with respect to any Indenture, any Indenture Event of Default (as such term is defined in such Indenture).

Initial Regular Distribution Date: Means, with respect to the Certificates of any series, the first Regular Distribution Date on which a Scheduled Payment is to be made.

Intercreditor Agreement: Means (a) any agreement by and among the Trustee, as trustee hereunder with respect to one or more Trusts, one or more Liquidity Providers, if applicable, and a Subordination Agent providing, among other things, for the distribution of payments made in respect of Equipment Notes held by such Trusts, or (b) such other agreement or agreements designated as an “Intercreditor Agreement” in the Trust Supplement relating to any Trust.

Issuance Date: Means, with respect to the Certificates of any series, the date of the issuance of such Certificates.

Lease: Means any lease between an Owner Trustee, as the lessor (or such other Person acting as the lessor), and the Company, as the lessee, referred to in the related Indenture, as such lease may be amended, supplemented or otherwise modified in accordance with its terms; and “Leases” means all such Leases.

Letter of Representations: Means, with respect to the Certificates of any series, an agreement among the Company, the Trustee and the initial Clearing Agency substantially in the form attached as an Exhibit to the related Trust Supplement, as such letter may be modified or supplemented, or any successor letter thereto.

Liquidity Facility: Means, with respect to the Certificates of any series or any Equipment Notes, (a) any revolving credit agreement, letter of credit, bank guarantee, insurance policy, surety bond or financial guaranty or any other type of agreement or arrangement for the provision of insurance, a guarantee or other credit enhancement or liquidity support relating to the Certificates of such series between a Liquidity Provider and a Subordination Agent or one or more other Persons, as amended, replaced, supplemented or otherwise modified from time to time in accordance with its terms and, if applicable, the terms of any Intercreditor Agreement, or (b) such other agreement or agreements designated as a “Liquidity Facility” in the Trust Supplement relating to any Trust.

Liquidity Provider: Means, with respect to the Certificates of any series, a bank, insurance company, financial institution or other Person that agrees to provide a Liquidity Facility for the benefit of the holders of Certificates of such series.

Loan Trustee: Means, with respect to any Equipment Note or the Indenture applicable thereto, the bank, trust company or other financial institution designated as loan or indenture trustee under such Indenture, and any successor to such Loan Trustee as such trustee; and “Loan Trustees” means all of the Loan Trustees under the Indentures.

Note Documents: Means, with respect to the Certificates of any series, the Equipment Notes with respect to such Certificates and, with respect to such Equipment Notes, the related Participation Agreement, Indenture, Note Purchase Agreement, Purchase Agreement Assignment and, if the related Aircraft is leased to the Company, the Lease and the Trust Agreement relating to such Aircraft, and, if the Parent has guaranteed the obligations of the Company under any such Equipment Notes or Leases, the Guarantee.

Note Purchase Agreement: Means, with respect to the Certificates of any series, any note purchase, refunding, participation or similar agreement providing for, among other things, the purchase of Equipment Notes by the Trustee on behalf of the relevant Trust; and “Note Purchase Agreements” means all such agreements.

Officer’s Certificate: Means a certificate signed, (a) in the case of the Company by (i) the Chairman or Vice Chairman of the Board of Directors, the President, any Executive Vice President, any Senior Vice President or the Treasurer of the Company signing alone, or (ii) any Vice President of the Company signing together with the Secretary, the Assistant Secretary, the Treasurer or any Assistant Treasurer of the Company or (b) in the case of the Trustee or an Owner Trustee or a Loan Trustee, a Responsible Officer of the Trustee or such Owner Trustee or such Loan Trustee, as the case may be.

Opinion of Counsel: Means a written opinion of legal counsel who (a) in the case of counsel for the Company may be (i) a senior attorney of the Company one of whose principal duties is furnishing advice as to legal matters, (ii) Latham & Watkins LLP or (iii) such other counsel designated by the Company and reasonably acceptable to the Trustee and (b) in the case of any Owner Trustee or any Loan Trustee, may be such counsel as may be designated by any of them whether or not such counsel is an employee of any of them, and who shall be reasonably acceptable to the Trustee.

Other Agreements: Has the meaning specified in Section 6.01(b).

Outstanding: When used with respect to Certificates of any series, means, as of the date of determination, all Certificates of such series theretofore authenticated and delivered under this Agreement, except:

(i) Certificates of such series theretofore cancelled by the Registrar or delivered to the Trustee or the Registrar for cancellation;

(ii) All of the Certificates of such series if money in the full amount required to make the final distribution with respect to such series pursuant to Section 11.01 hereof has been theretofore deposited with the Trustee in trust for the Holders of the Certificates of such series as provided in Section 4.01, pending distribution of such money to such Certificateholders pursuant to payment of such final distribution payment; and

(iii) Certificates of such series in exchange for or in lieu of which other Certificates of such series have been authenticated and delivered pursuant to this Agreement.

Owner Participant: Means, with respect to any Equipment Note, the “Owner Participant”, if any, as referred to in the Indenture pursuant to which such Equipment Note is issued and any permitted successor or assign of such Owner Participant; and “Owner Participants” at any time of determination means all of the Owner Participants thus referred to in the Indentures.

Owner Trustee: Means, with respect to any Equipment Note, the “Owner Trustee”, if any, as referred to in the Indenture pursuant to which such Equipment Note is issued, not in its individual capacity but solely as trustee; and “Owner Trustees” means all of the Owner Trustees party to any of the related Indentures.

Parent: Means US Airways Group, Inc., a Delaware corporation, and its successors and assigns.

Paying Agent: Means, with respect to the Certificates of any series, the paying agent maintained and appointed for the Certificates of such series pursuant to Section 7.12.

Permitted Investments: Means obligations of the United States of America or agencies or instrumentalities thereof for the payment of which the full faith and credit of the United States of America is pledged, maturing in not more than 60 days after the date of acquisition thereof or such lesser time as is required for the distribution of any Special Payments on a Special Distribution Date.

Person: Means any person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, trustee, unincorporated organization, or government or any agency or political subdivision thereof.

Pool Balance: Means, with respect to the Certificates of any series as of any date, except to the extent otherwise provided in the applicable Trust Supplement, (i) the original aggregate face amount of the Certificates of such series less (ii) the aggregate amount of all distributions made in respect of such Certificates other than distributions made in respect of interest or premium thereon or reimbursement of any costs or expenses incurred in connection therewith. The Pool Balance as of any Distribution Date shall be computed after giving effect to the payment of principal, if any, on the Equipment Notes or other Trust Property held in the Trust and the distribution thereof to be made on such Distribution Date.

Pool Factor: Means, with respect to any series of Certificates as of any date, except to the extent otherwise provided in the applicable Trust Supplement, the quotient (rounded to the seventh decimal place) computed by dividing (i) the Pool Balance of such series as of such date by (ii) the original aggregate face amount of the Certificates of such series. The Pool Factor as of any Distribution Date shall be computed after giving effect to the payment of principal, if any, on the Equipment Notes or other Trust Property held in the Trust relating to such series and the distribution thereof to be made on such Distribution Date.

Postponed Notes: Means, with respect to any Trust or the related series of Certificates, the Equipment Notes to be held in such Trust as to which a Postponement Notice shall have been delivered pursuant to Section 2.02(b).

Postponement Notice: Means, with respect to any Trust or the related series of Certificates, an Officer's Certificate of the Company (1) requesting that the Trustee temporarily postpone purchase of the related Equipment Notes to a date later than the Issuance Date of such series of Certificates, (2) identifying the amount of the purchase price of each such Equipment Note and the aggregate purchase price for all such Equipment Notes, (3) setting forth the reasons for such postponement and (4) with respect to each such Equipment Note, either (a) setting or resetting a new Transfer Date (which shall be on or prior to the applicable Cut-off Date) for payment by the Trustee of such purchase price and issuance of the related Equipment Note (subject to subsequent change from time to time in accordance with the relevant Note Purchase Agreement), or (b) indicating that such new Transfer Date (which shall be on or prior to the applicable Cut-off Date) will be set by subsequent written notice not less than one Business Day prior to such new Transfer Date (subject to subsequent change from time to time in accordance with the relevant Note Purchase Agreement).

Potential Purchaser: Has the meaning, with respect to any Certificateholder, specified in Section 6.01(b).

PTC Event of Default: Means, with respect to the Certificates of any series, any failure to pay within ten Business Days of the due date thereof: (i) the outstanding Pool Balance of such series of Certificates on the date specified in any Trust Supplement for such payment or (ii) interest due on the Certificates of such series on any Distribution Date (unless the related Subordination Agent shall have made an Interest Drawing or Drawings (as defined in the related Intercreditor Agreement), or a withdrawal or withdrawals pursuant to a cash collateral account under such Intercreditor Agreement, with respect thereto in an aggregate amount sufficient to pay such interest and shall have distributed such amount to the Trustee).

Purchase Agreement Assignment: Has the meaning, with respect to the Certificates of any series, specified therefor in the related Participation Agreement.

Purchasing Certificateholder: Has the meaning, with respect to any Certificateholder, specified in Section 6.01(b).

Record Date: Means, with respect to any Trust or the related series of Certificates, (i) for Scheduled Payments to be distributed on any Regular Distribution Date, other than the final distribution with respect to such series, the 15th day (whether or not a Business Day) preceding such Regular Distribution Date, or such other date as shall be specified for such series in the applicable Trust Supplement, and (ii) for Special Payments to be distributed on any Special Distribution Date, other than the final distribution with respect to such series, the 15th day (whether or not a Business Day) preceding such Special Distribution Date, or such other date as shall be specified for such series in the applicable Trust Supplement.

Register and Registrar: Means, each with respect to the Certificates of any series, the register maintained and the registrar appointed pursuant to Sections 3.04 and 7.12.

Regular Distribution Date: Means, with respect to distributions of Scheduled Payments in respect of any series of Certificates, each date designated as such in this Agreement, until payment of all the Scheduled Payments to be made under the Equipment Notes held in the Trust

have been made, or until such Equipment Notes have been redeemed or otherwise prepaid in full; provided that, if any such day is not a Business Day, the related distribution shall be made on the next succeeding Business Day.

Request: Means a request by the Company setting forth the subject matter of the request accompanied by an Officer's Certificate and an Opinion of Counsel as provided in Section 1.02 of this Basic Agreement.

Responsible Officer: Means, with respect to any Trustee, any Loan Trustee and any Owner Trustee, any officer in the Corporate Trust Department or similar department of the Trustee, Loan Trustee or Owner Trustee or any other officer customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with a particular subject.

Responsible Party: Means, with respect to the Certificates of any series, the Person designated as such in the related Trust Supplement.

Scheduled Payment: Means, with respect to any Equipment Note, except to the extent otherwise provided in the applicable Trust Supplement, (i) any payment of principal or interest on such Equipment Note (other than any such payment which is not in fact received by the Trustee or any Subordination Agent within five days after the date on which such payment is scheduled to be made) or (ii) any payment of interest on the Certificates of any series with funds drawn under the Liquidity Facility for such series (other than any such payment which is not in fact received by the Trustee or any Subordination Agent within five days after the date upon which payment is scheduled to be made), which payment in the case of clauses (i) or (ii) represents an installment of principal on such Equipment Note at the stated maturity of such installment, the payment of regularly scheduled interest accrued on the unpaid principal amount of such Equipment Note, or both; provided, however, that any payment of principal, premium, if any, or interest resulting from the redemption or purchase of any Equipment Note shall not constitute a Scheduled Payment.

SEC: Means the Securities and Exchange Commission, as from time to time constituted or created under the Securities Exchange Act of 1934, as amended, or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties on such date.

Selling Certificateholder: Has the meaning, with respect to any Certificateholder, specified in Section 6.01(b).

Special Distribution Date: Means, with respect to the Certificates of any series, each date on which a Special Payment is to be distributed as specified in this Agreement; provided that, if any such day is not a Business Day, the related distribution shall be made on the next succeeding Business Day.

Special Payment: Means, except to the extent otherwise provided in the applicable Trust Supplement, (i) any payment (other than a Scheduled Payment) in respect of, or any proceeds of, any Equipment Note or Trust Indenture Estate (as defined in each Indenture relating to such

Trust), (ii) the amounts required to be distributed pursuant to the last paragraph of Section 2.02(b), or (iii) the amounts required to be distributed pursuant to the penultimate paragraph of Section 2.02(b).

Special Payment Accounts: Means, with respect to the Certificates of any series, the account or accounts created and maintained for such series pursuant to Section 4.01(b) and the related Trust Supplement.

Specified Investments: Means, with respect to any Trust, unless otherwise specified in the related Trust Supplement, (i) obligations of, or guaranteed by, the United States Government or agencies thereof, (ii) open market commercial paper of any corporation incorporated under the laws of the United States of America or any state thereof rated at least P-2 or its equivalent by Moody's Investors Service, Inc. ("Moody's") or at least A-2 or its equivalent by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), (iii) certificates of deposit issued by commercial banks organized under the laws of the United States or of any political subdivision thereof having a combined capital and surplus in excess of \$500,000,000 which banks or their holding companies have a rating of A or its equivalent by Moody's or A2 or its equivalent by S&P; provided, however, that the aggregate amount at any one time so invested in certificates of deposit issued by any one bank shall not exceed 5% of such bank's capital and surplus, (iv) U.S. dollar-denominated offshore certificates of deposit issued by, or offshore time deposits with, any commercial bank described in clause (iii) above or any subsidiary thereof and (v) repurchase agreements with any financial institution having combined capital and surplus of at least \$500,000,000 with any of the obligations described in clauses (i) through (iv) above as collateral; provided further, that if all of the above investments are unavailable, the entire amounts to be invested may be used to purchase federal funds from an entity described in clause (iii) above.

Subordination Agent: Has the meaning, with respect to the Certificates of any series, specified therefor in the relevant Intercreditor Agreement.

Substitute Aircraft: Means, with respect to any Trust, any Aircraft of a type specified in this Agreement and, at the election of the Company, substituted prior to the applicable Cut-off Date, if any, pursuant to the terms of this Agreement.

Transfer Date: Has the meaning, with respect to the Certificates of any series, assigned to that term or any of the terms "Delivery Date," "Funding Date" or "Closing Date" in any relevant Note Purchase Agreement, and in any event refers to any such date as it may be changed from time to time in accordance with the terms of such Note Purchase Agreement.

Triggering Event: Has the meaning, with respect to the Certificates of any series, specified therefor in the relevant Intercreditor Agreement.

Trust: Means, with respect to the Certificates of any series, the separate trust created under this Agreement.

Trustee: Means Wilmington Trust Company, or its successor in interest, and any successor or other trustee appointed as provided herein.

Trust Indenture Act: Except as otherwise provided in Section 9.06, means, with respect to any particular Trust, the Trust Indenture Act of 1939, as in force at the date as of which the related Trust Supplement was executed.

Trust Property: Means, with respect to any Trust, except to the extent otherwise provided in the applicable Trust Supplement, (i) subject to any related Intercreditor Agreement, the Equipment Notes held as the property of such Trust, the related Guarantee, if any, all monies at any time paid thereon and all monies due and to become due thereunder, (ii) debt instruments issued by the Company in accordance with the first paragraph of Section 2.02(b), (iii) funds from time to time deposited in the related Escrow Account, the related Certificate Account and the related Special Payments Account and, subject to any related Intercreditor Agreement, any proceeds from the sale by the Trustee pursuant to Article VI hereof of any Equipment Note referred to in (i) above, (iv) all rights of such Trust and the Trustee, on behalf of the Trust, under any Intercreditor Agreement or Note Purchase Agreement, including, without limitation, all monies receivable in respect of such rights, and (v) all monies receivable under any Liquidity Facility for such Trust.

Trust Supplement: Means an agreement supplemental hereto pursuant to which (i) a separate Trust is created for the benefit of the Holders of the Certificates of a series, (ii) the issuance of the Certificates of such series representing fractional undivided interests in such Trust is authorized and (iii) the terms of the Certificates of such series are established, as such agreement may from time to time be supplemented, amended or otherwise modified.

Section 1.02. **Compliance Certificates and Opinions.** Upon any application or request (except with respect to matters set forth in Article II) by the Company, any Owner Trustee or any Loan Trustee to the Trustee to take any action under any provision of this Basic Agreement or, in respect of the Certificates of any series, this Agreement, the Company, such Owner Trustee or such Loan Trustee, as the case may be, shall furnish to the Trustee (i) an Officer's Certificate stating that, in the opinion of the signer or signers, all conditions precedent, if any, provided for in this Basic Agreement or this Agreement relating to the proposed action have been complied with and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Basic Agreement or this Agreement relating to such particular application or request, no additional certificate or opinion need be furnished.

Every Officer's Certificate or Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Basic Agreement or, in respect of the Certificates of any series, this Agreement (other than a certificate provided pursuant to Section 8.04(d)) or any Trust Supplement shall include:

(1) a statement that (x) each individual signing such certificate or (y) each firm or person executing such Opinion of Counsel has read such covenant or condition and the definitions in this Basic Agreement or this Agreement relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or Opinion of Counsel are based;

(3) a statement that, in the opinion of each such individual or firm, he or it has made such examination or investigation as is necessary to enable him or it to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual or firm, such condition or covenant has been complied with.

Section 1.03. Form of Documents Delivered to Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters and any such Person may certify or give an opinion as to such matters in one or several documents.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Basic Agreement or, in respect of the Certificates of any series, this Agreement, they may, but need not, be consolidated and form one instrument.

Section 1.04. Directions of Certificateholders. (a) Any direction, consent, request, demand, authorization, notice, waiver or other action provided by this Agreement in respect of the Certificates of any series to be given or taken by Certificateholders (a "Direction") may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Certificateholders in person or by an agent or proxy duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, when it is expressly required pursuant to this Agreement, to the Company or any Loan Trustee. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Certificateholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent or proxy shall be sufficient for any purpose of this Agreement and conclusive in favor of the Trustee, the Company and the related Loan Trustee, if made in the manner provided in this Section 1.04.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction authorized to take acknowledgments of deeds or administer oaths that the Person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or such other officer, and where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or

the authority of the Person executing the same, may also be proved in any other reasonable manner which the Trustee deems sufficient.

(c) In determining whether the Certificateholders of the requisite Fractional Undivided Interests of Certificates of any series Outstanding have given any Direction under this Agreement, Certificates owned by the Company, any related Owner Trustee, any related Owner Participant or any Affiliate of any such Person shall be disregarded and deemed not to be Outstanding for purposes of any such determination. In determining whether the Trustee shall be protected in relying upon any such Direction, only Certificates which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, (i) if any such Person owns 100% of the Certificates of any series Outstanding, such Certificates shall not be so disregarded, and (ii) if any amount of Certificates of any series so owned by any such Person have been pledged in good faith, such Certificates shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Certificates and that the pledgee is not the Company, any related Owner Trustee, any related Owner Participant or any Affiliate of any such Person.

(d) The Company may, at its option, by delivery of an Officer's Certificate to the Trustee, set a record date to determine the Certificateholders in respect of the Certificates of any series entitled to give any Direction. Notwithstanding Section 316 (c) of the Trust Indenture Act, such record date shall be the record date specified in such Officer's Certificate, which shall be a date not more than 30 days prior to the first solicitation of Certificateholders of the applicable series in connection therewith. If such a record date is fixed, such Direction may be given before or after such record date, but only the Certificateholders of record of the applicable series at the close of business on such record date shall be deemed to be Certificateholders for the purposes of determining whether Certificateholders of the requisite proportion of Outstanding Certificates of such series have authorized or agreed or consented to such Direction, and for that purpose the Outstanding Certificates of such series shall be computed as of such record date; provided, however, that no such Direction by the Certificateholders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Agreement not later than one year after such record date.

(e) Any Direction by the Holder of any Certificate shall bind the Holder of every Certificate issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such Direction is made upon such Certificate.

(f) Except as otherwise provided in Section 1.04(c), Certificates of any series owned by or pledged to any Person shall have an equal and proportionate benefit under the provisions of this Agreement, without preference, priority or distinction as among all of the Certificates of such series.

ARTICLE II

ORIGINAL ISSUANCE OF CERTIFICATES: ACQUISITION OF TRUST PROPERTY

Section 2.01. Amount Unlimited; Issuable in Series. (a) The aggregate face amount of Certificates that may be authenticated and delivered under this Basic Agreement is

unlimited. The Certificates may be issued from time to time in one or more series and shall be designated generally as the "Pass Through Certificates", with such further designations added or incorporated in such title for the Certificates of each series as are specified in the related Trust Supplement. Each Certificate shall bear upon its face the designation so selected for the series to which it belongs. All Certificates of the same series shall be substantially identical except that the Certificates of a series may differ as to denomination and as may otherwise be provided in the Trust Supplement establishing the Certificates of such series. Each series of Certificates issued pursuant to this Agreement will evidence fractional undivided interests in the related Trust and, except as may be specified in any Intercreditor Agreement or in the applicable Trust Supplement, will have no rights, benefits or interests in respect of any other Trust or the Trust Property held therein. All Certificates of the same series shall be in all respects equally and ratably entitled to the benefits of this Agreement without preference, priority or distinction on account of the actual time or times of authentication and delivery, all in accordance with the terms and provisions of this Agreement.

(b) The following matters shall be established with respect to the Certificates of each series issued under this Agreement by a Trust Supplement executed and delivered (x) by and between the Company and the Trustee, or (y) if the Parent will guarantee the obligations of the Company under any Equipment Notes or any Leases related to Equipment Notes to be acquired and held in the Trust formed by such Trust Supplement, by and among the Parent, the Company and the Trustee:

- (1) the formation of the Trust as to which the Certificates of such series represent fractional undivided interests and its designation (which designation shall distinguish such Trust from each other Trust created under this Basic Agreement and a Trust Supplement);
- (2) the specific title of the Certificates of such series (which title shall distinguish the Certificates of such series from each other series of Certificates created under this Basic Agreement and a Trust Supplement);
- (3) subject to Section 2.01(a), any limit upon the aggregate face amount of the Certificates of such series which may be authenticated and delivered under this Basic Agreement (which limit shall not pertain to Certificates authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Certificates of the series pursuant to Sections 3.03, 3.04, 3.05(d) and 3.06);
- (4) the Cut-off Date with respect to the Certificates of such series and the related Trust;
- (5) the Regular Distribution Dates applicable to the Certificates of such series;
- (6) the Special Distribution Dates applicable to the Certificates of such series;
- (7) if other than as provided in Sections 3.04 or 7.12(b), the Registrar or the Paying Agent for the Certificates of such series, including any Co-Registrar or additional Paying Agent;

- (8) if other than as provided in Section 3.01, the denominations in which the Certificates of such series shall be issuable;
- (9) if other than United States dollars, the currency or currencies (including composite currencies or currency units) in which the Certificates of such series shall be denominated or payable, in whole or in part;
- (10) the specific form of the Certificates of such series (including the interest rate applicable thereto) and whether or not Certificates of such series are to be issued as Book-Entry Certificates and, if such Certificates are to be Book-Entry Certificates, the form of Letter of Representations, if any (or, in the case of any Certificates denominated or payable in a currency other than United States dollars and if other than as provided in Section 3.05, whether and the circumstances under which beneficial owners of interests in such Certificates in permanent global form may exchange such interests for Certificates of such series and of like tenor of any authorized form and denomination);
- (11) a description of the Equipment Notes, and, if applicable, of any notes issued by a trust or other entity secured by Equipment Notes, to be acquired and held in the Trust formed by such Trust Supplement and of the related Aircraft, if determined, and Note Documents, if determined;
- (12) provisions with respect to the terms for which the definitions set forth in Article I hereof or the terms of any Section of this Basic Agreement, including Section 11.01, permit or require further specification in the related Trust Supplement;
- (13) any restrictions (including legends) in respect of ERISA or tax matters;
- (14) the acceptance of appointment by the institution named to act as Trustee with respect to such Trust, if different from the institution executing this Basic Agreement or its successor;
- (15) whether such series will be subject to an Intercreditor Agreement and, if so, the specific designation of such Intercreditor Agreement and the rights of Potential Purchasers upon the occurrence of a Triggering Event;
- (16) whether such series will have the benefit of a Liquidity Facility or other form of credit enhancement and, if so, any terms appropriate thereto;
- (17) whether the Parent will guarantee the obligations of the Company under any Equipment Notes or any Leases related to Equipment Notes to be acquired and held in the Trust formed by such Trust Supplement and, if so, the specific form of such Guarantee or Guarantees and a statement that the Parent shall be an “obligor” as such term is defined in and solely for purposes of the Trust Indenture Act and shall be required to comply with those provisions of this Agreement compliance with which is required by an “obligor” under the Trust Indenture Act;

(18) whether there will be a deposit agreement, escrow agreement or other arrangement prior to the delivery of one or more Aircraft or the commencement of the Lease with respect to one or more Aircraft, and, if so, any terms appropriate thereto;

(19) the extent, if any, to which the Company may acquire Certificates and deliver such Certificates or cash to the respective Trusts and obtain the release of Equipment Notes or other Trust Property held by such Trusts;

(20) if the Certificates of such series are to be issued in bearer form, the forms thereof and any other special terms relating thereto;

(21) the "Responsible Party" for purposes of directing the Trustee to make Specified Investments; and

(22) any other terms of the Certificates of such series or any related Guarantee (which terms shall not be inconsistent with the provisions of the Trust Indenture Act but may modify, amend, supplement or delete any of the terms of this Basic Agreement), including any terms of the Certificates of such series which may be required or advisable under United States laws or regulations or advisable (as determined by the Company) in connection with the marketing of Certificates of the series.

(c) At any time and from time to time after the execution and delivery of this Basic Agreement and a Trust Supplement forming a Trust and establishing the terms of Certificates of a series, Certificates of such series shall be executed, authenticated and delivered by the Trustee to the Person or Persons specified by the Company upon request of the Company and upon satisfaction or waiver of any conditions precedent set forth in such Trust Supplement or in any other document to which a Trustee is a party relating to the issuance of the Certificates of such series.

Section 2.02. Acquisition of Equipment Notes. (a) Unless otherwise specified in the related Trust Supplement, on or prior to the Issuance Date of the Certificates of a series, the Trustee shall execute and deliver the related Note Purchase Agreements in the form delivered to the Trustee by the Company and shall, subject to the respective terms thereof, perform its obligations under such Note Purchase Agreements. Unless otherwise specified in the related Trust Supplement, the Trustee shall issue and sell such Certificates, in authorized denominations and in such Fractional Undivided Interests, so as to result in the receipt of consideration in an amount equal to the aggregate purchase price of the Equipment Notes (and/or, if applicable, any notes issued by a trust or other entity secured by Equipment Notes) contemplated to be purchased by the Trustee under the related Note Purchase Agreements and, concurrently therewith (unless the Company shall have delivered to the Trustee the Postponement Notice relating to one or more Postponed Notes pursuant to Subsection (b) below), the Trustee shall purchase, pursuant to the terms and conditions of the Note Purchase Agreements, such Equipment Notes (except Postponed Notes, if any)(or other notes) at a purchase price equal to the amount of such consideration so received. Except as provided in Sections 3.03, 3.04, 3.05 and 3.06 hereof, the Trustee shall not execute, authenticate or deliver Certificates of such series in excess of the aggregate amount specified in this paragraph. The provisions of this Subsection (a) are subject to the provisions of Subsection (b) below.

(b) Unless otherwise specified in the related Trust Supplement, if on or prior to the Issuance Date with respect to a series of Certificates the Company shall deliver to the Trustee a Postponement Notice relating to one or more Postponed Notes, the Trustee shall postpone the purchase of such Postponed Notes and shall deposit into an escrow account (as to the related Trust, the “Escrow Account”) to be maintained as part of the related Trust an amount equal to the purchase price of such Postponed Notes (the “Escrowed Funds”). The portion of the Escrowed Funds so deposited with respect to any particular Postponed Notes shall be invested (a) by the Trustee at the written direction and risk of, and for the benefit of, the Responsible Party in Specified Investments or (b) if provided in the Trust Supplement relating to such series of Certificates and subject to the terms and conditions set forth therein, in debt instruments of the Company, in each case (i) maturing no later than any scheduled Transfer Date relating to such Postponed Notes, or (ii) if no such Transfer Date has been scheduled, maturing on the next Business Day, or (iii) if subsequent to the giving of the applicable Postponement Notice the Company has given notice to the Trustee that such Postponed Notes will not be issued, maturing on the next applicable Special Distribution Date, if such investments are reasonably available for purchase. The Trustee shall make withdrawals from the Escrow Account only as provided in this Agreement. Upon request of the Company on one or more occasions and the satisfaction or waiver of the closing conditions specified in the applicable Note Purchase Agreements on or prior to the related Cut-off Date, the Trustee shall purchase the applicable Postponed Notes, on the terms specified in such Note Purchase Agreements, with the Escrowed Funds withdrawn from the Escrow Account.

The Trustee shall hold all Specified Investments until the maturity thereof and will not sell or otherwise transfer Specified Investments. If Specified Investments held in an Escrow Account mature prior to any applicable Transfer Date, any proceeds received on the maturity of such Specified Investments (other than any earnings thereon) shall be reinvested by the Trustee at the written direction and risk of, and for the benefit of, the Responsible Party in Specified Investments maturing as provided in the preceding paragraph.

Subject to the provisions of the Intercreditor Agreement, any earnings on Specified Investments received from time to time by the Trustee shall be promptly distributed to the Responsible Party. The Responsible Party shall pay to the Trustee for deposit to the relevant Escrow Account an amount equal to any net losses on any Specified Investments made at its direction and risk as incurred. On any Regular Distribution Date in respect of the Certificates of any series occurring prior to the date of purchase of any Postponed Notes by the Trustee, the Responsible Party will pay (in immediately available funds) to the Trustee an amount equal to the interest that would have accrued on such Postponed Notes if such Postponed Notes had been purchased on the later of the Issuance Date or the previous Regular Distribution Date in respect of the Certificates of such series to, but not including, such Regular Distribution Date. On the first Regular Distribution Date in respect of the Certificates of any series following the purchase of any Postponed Notes by the Trustee, the Responsible Party will pay (in immediately available funds) to the Trustee an amount equal to the interest that would have accrued on such Postponed Notes if such Postponed Notes had been purchased on the later of the Issuance Date or the previous Regular Distribution Date in respect of the Certificates of such series to, but not including, the date of the purchase of such Postponed Notes by the Trustee.

If, in respect of the Certificates of any series, the Company notifies the Trustee prior to the Cut-off Date that any Postponed Notes will not be issued on or prior to the Cut-off Date for any reason, on the next Special Distribution Date for such Certificates occurring not less than 15 days following the date of such notice, (i) the Responsible Party shall pay (in immediately available funds) to the Trustee for deposit in the related Special Payments Account, an amount equal to the interest that would have accrued on the Postponed Notes designated in such notice from the later of the Issuance Date or the previous Regular Distribution Date in respect of the Certificates of such series to, but not including, such Special Distribution Date and (ii) the Trustee shall transfer an amount equal to that amount of Escrowed Funds that would have been used to purchase the Postponed Notes designated in such notice and the amount paid by the Responsible Party pursuant to the immediately preceding clause (i) to the related Special Payments Account for distribution as a Special Payment in accordance with the provisions hereof.

If, on such Cut-off Date, an amount equal to less than all of the Escrowed Funds (other than Escrowed Funds referred to in the immediately preceding paragraph) has been used to purchase Postponed Notes, on the next Special Distribution Date occurring not less than 15 days following such Cut-off Date (i) the Responsible Party shall pay to the Trustee for deposit in such Special Payments Account, in immediately available funds, an amount equal to the interest that would have accrued on such Postponed Notes contemplated to be purchased with such unused Escrowed Funds (other than Escrowed Funds referred to in the immediately preceding paragraph) but not so purchased from the later of the Issuance Date or the previous Regular Distribution Date in respect of the Certificates of such series to, but not including, such Special Distribution Date and (ii) the Trustee shall transfer such unused Escrowed Funds and the amount paid by the Responsible Party pursuant to the immediately preceding clause (i) to such Special Payments Account for distribution as a Special Payment in accordance with the provisions hereof.

Section 2.03. Acceptance by Trustee. The Trustee, by the execution and delivery of a Trust Supplement creating a Trust and establishing a series of Certificates, shall acknowledge its acceptance of all right, title and interest in and to the Trust Property to be acquired pursuant to Section 2.02 hereof and the related Note Purchase Agreements and shall declare that the Trustee holds and will hold such right, title and interest for the benefit of all then present and future Certificateholders of such series, upon the trusts herein and in such Trust Supplement set forth. By the acceptance of each Certificate of such series issued to it under this Agreement, each initial Holder of such series as grantor of such Trust shall thereby join in the creation and declaration of such Trust.

Section 2.04. Limitation of Powers. Each Trust shall be constituted solely for the purpose of making the investment in the Equipment Notes provided for in the related Trust Supplement, and, except as set forth in this Agreement, the Trustee shall not be authorized or empowered to acquire any other investments or engage in any other activities and, in particular, the Trustee shall not be authorized or empowered to do anything that would cause such Trust to fail to qualify as a "grantor trust" for federal income tax purposes (including, as subject to this restriction, acquiring any Aircraft (as defined in the related Indentures) by bidding for such Equipment Notes or otherwise, or taking any action with respect to any such Aircraft once acquired).

ARTICLE III

THE CERTIFICATES

Section 3.01. Form, Denomination and Execution of Certificates. Except to the extent otherwise provided in the applicable Trust Supplement, the Certificates of each series shall be issued in fully registered form without coupons and shall be substantially in the form attached to the related Trust Supplement, with such omissions, variations and insertions as are permitted by this Agreement, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with any applicable laws, rules, regulations, or the rules of any securities exchange on which such Certificates may be listed or to conform to any usage in respect thereof, or as may, consistently with this Agreement, be determined by the Trustee or the officers executing such Certificates, as evidenced by the Trustee's or such officers' execution of the Certificates.

Except as provided in Section 3.05, the definitive Certificates of such series shall be typed, printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any securities exchange on which the Certificates may be listed, all as determined by the officers executing such Certificates, as evidenced by their execution of such Certificates.

Except as otherwise provided in the related Trust Supplement, the Certificates of each series shall be issued in minimum denominations of \$1,000 or integral multiples thereof except that one Certificate of such series may be issued in a different denomination.

The Certificates of such series shall be executed on behalf of the Trustee by manual or facsimile signature of a Responsible Officer of the Trustee. Certificates of any series bearing the manual or facsimile signature of an individual who was, at the time when such signature was affixed, authorized to sign on behalf of the Trustee shall be valid and binding obligations of the Trustee, notwithstanding that such individual has ceased to be so authorized prior to the authentication and delivery of such Certificates or did not hold such office at the date of such Certificates.

Section 3.02. Authentication of Certificates. (a) Except to the extent otherwise provided in the applicable Trust Supplement, on the Issuance Date, the Trustee shall duly execute, authenticate and deliver Certificates of each series in authorized denominations equaling in the aggregate the aggregate principal amount of the Equipment Notes that may be purchased by the Trustee pursuant to the related Note Purchase Agreements, and evidencing the entire ownership of the related Trust. Thereafter, the Trustee shall duly execute, authenticate and deliver the Certificates of such series as provided in this Agreement.

(b) No Certificate of any series shall be entitled to any benefit under this Agreement, or be valid for any purpose, unless there appears on such Certificate a certificate of authentication substantially in the form set forth in Exhibit A executed by the Trustee by manual signature, and such certificate of authentication upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered hereunder. All Certificates of any series shall be dated the date of their authentication.

Section 3.03. Temporary Certificates. Until definitive Certificates are ready for delivery, the Trustee shall execute, authenticate and deliver temporary Certificates of each series. Temporary Certificates of each series shall be substantially in the form of definitive Certificates of such series but may have insertions, substitutions, omissions and other variations determined to be appropriate by the officers executing the temporary Certificates of such series, as evidenced by their execution of such temporary Certificates. If temporary Certificates of any series are issued, the Trustee will cause definitive Certificates of such series to be prepared without unreasonable delay. After the preparation of definitive Certificates of such series, the temporary Certificates shall be exchangeable for definitive Certificates upon surrender of such temporary Certificates at the office or agency of the Trustee designated for such purpose pursuant to Section 7.12, without charge to the Certificateholder. Upon surrender for cancellation of any one or more temporary Certificates, the Trustee shall execute, authenticate and deliver in exchange therefor a like face amount of definitive Certificates of like series, in authorized denominations and of a like Fractional Undivided Interest. Until so exchanged, such temporary Certificates shall be entitled to the same benefits under this Agreement as definitive Certificates of such series.

Section 3.04. Transfer and Exchange. The Trustee shall cause to be kept at the office or agency to be maintained by it in accordance with the provisions of Section 7.12 a register (the "Register") for each series of Certificates in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration of Certificates of such series and of transfers and exchanges of such Certificates as herein provided. The Trustee shall initially be the registrar (the "Registrar") for the purpose of registering such Certificates of each series and transfers and exchanges of such Certificates as herein provided.

All Certificates issued upon any registration of transfer or exchange of Certificates of any series shall be valid obligations of the applicable Trust, evidencing the same interest therein, and entitled to the same benefits under this Agreement, as the Certificates of such series surrendered upon such registration of transfer or exchange.

Upon surrender for registration of transfer of any Certificate at the Corporate Trust Office or such other office or agency, the Trustee shall execute, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of like series, in authorized denominations of a like aggregate Fractional Undivided Interest.

At the option of a Certificateholder, Certificates may be exchanged for other Certificates of like series, in authorized denominations and of a like aggregate Fractional Undivided Interest, upon surrender of the Certificates to be exchanged at any such office or agency. Whenever any Certificates are so surrendered for exchange, the Trustee shall execute, authenticate and deliver the Certificates that the Certificateholder making the exchange is entitled to receive. Every Certificate presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by the Certificateholder thereof or its attorney duly authorized in writing.

Except to the extent otherwise provided in the applicable Trust Supplement, no service charge shall be made to a Certificateholder for any registration of transfer or exchange of

Certificates, but the Trustee shall require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Certificates. All Certificates surrendered for registration of transfer or exchange shall be cancelled and subsequently destroyed by the Trustee.

Section 3.05. Book-Entry and Definitive Certificates. (a) Except for one Certificate of each series that may be issued in a denomination of other than an even multiple of \$1,000, the Certificates of any series may be issued at the option of the Company in the form of one or more typewritten Certificates representing the Book-Entry Certificates of such series, to be delivered to The Depository Trust Company, the initial Clearing Agency, by, or on behalf of, the Company. In such case, the Certificates of such series delivered to The Depository Trust Company shall initially be registered on the Register in the name of Cede & Co., the nominee of the initial Clearing Agency, and no Certificate Owner will receive a definitive certificate representing such Certificate Owner's interest in the Certificates of such series, except as provided above and in Subsection (d) below. As to the Certificates of any such series (other than the one Certificate of such series issued in a denomination of other than an even multiple of \$1,000), unless and until definitive, fully registered Certificates (the "Definitive Certificates") have been issued pursuant to Subsection (d) below:

(i) the provisions of this Section 3.05 shall be in full force and effect;

(ii) the Company, the Paying Agent, the Registrar and the Trustee may deal with the Clearing Agency for all purposes (including the making of distributions on the Certificates);

(iii) to the extent that the provisions of this Section 3.05 conflict with any other provisions of this Agreement (other than the provisions of any Trust Supplement expressly amending this Section 3.05 as permitted by this Basic Agreement), the provisions of this Section 3.05 shall control;

(iv) the rights of Certificate Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Certificate Owners and the Clearing Agency and/or the Clearing Agency Participants; and until Definitive Certificates are issued pursuant to Subsection (d) below, the Clearing Agency will make book-entry transfers among the Clearing Agency Participants and receive and transmit distributions of principal, interest and premium, if any, on the Certificates to such Clearing Agency Participants;

(v) such Certificates of such series may be transferred in whole, but not in part, and in the manner provided in Section 3.04, by the Clearing Agency holding such Certificates to a nominee of such Clearing Agency, or by such Clearing Agency to a successor Clearing Agency that has been selected or approved by the Company or to a nominee of such successor Clearing Agency; and

(vi) whenever this Agreement requires or permits actions to be taken based upon instructions or directions of Certificateholders of such series holding Certificates of such series evidencing a specified percentage of the Fractional Undivided Interests in the

related Trust, the Clearing Agency shall be deemed to represent such percentage only to the extent that it has received instructions to such effect from Clearing Agency Participants owning or representing, respectively, such required percentage of the beneficial interest in Certificates of such series and has delivered such instructions to the Trustee. None of the Company, the Parent or the Trustee or any agent of any of them shall have any obligation to determine whether the Clearing Agency has in fact received any such instructions.

(b) Whenever notice or other communication to the Certificateholders of a series is required under this Agreement, unless and until Definitive Certificates shall have been issued pursuant to Subsection (d) below, the Trustee shall give all such notices and communications specified in this Agreement to be given to Certificateholders of such series to the Clearing Agency.

(c) Unless and until Definitive Certificates of a series are issued pursuant to Subsection (d) below, on the Record Date prior to each applicable Regular Distribution Date and Special Distribution Date, the Trustee will request from the Clearing Agency a securities position listing setting forth the names of all Clearing Agency Participants reflected on the Clearing Agency's books as holding interests in the Certificates on such Record Date.

(d) If with respect to the Certificates of any series (i) the Company advises the Trustee in writing that the Clearing Agency is no longer willing or able to discharge properly its responsibilities and the Trustee or the Company is unable to locate a qualified successor, (ii) the Company, at its option, advises the Trustee in writing that it elects to terminate the book-entry system through the Clearing Agency or (iii) after the occurrence of an Event of Default, Certificate Owners of Book-Entry Certificates of such series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the related Trust, by Act of such Certificate Owners delivered to the Company and the Trustee, advise the Company, the Trustee and the Clearing Agency through the Clearing Agency Participants in writing that the continuation of a book-entry system through the Clearing Agency Participants is no longer in the best interests of the Certificate Owners of such series, then the Trustee shall notify all Certificate Owners of such series, through the Clearing Agency, of the occurrence of any such event and of the availability of Definitive Certificates. Upon surrender to the Trustee of all the Certificates of such series held by the Clearing Agency, accompanied by registration instructions from the Clearing Agency Participants for registration of Definitive Certificates in the names of Certificate Owners of such series, the Trustee shall issue and deliver the Definitive Certificates of such series in accordance with the instructions of the Clearing Agency. None of the Company, the Registrar, the Paying Agent or the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such registration instructions. Upon the issuance of Definitive Certificates of such series, the Trustee shall recognize the Persons in whose names the Definitive Certificates are registered in the Register as Certificateholders under this Agreement. Neither the Company nor the Trustee shall be liable if the Trustee or the Company is unable to locate a qualified successor Clearing Agency.

(e) Except as otherwise provided in the related Trust Supplement, the Trustee shall enter into the applicable Letter of Representations with respect to such series of Certificates and fulfill its responsibilities thereunder.

(f) The provisions of this Section 3.05 may be made inapplicable to any series or may be amended with respect to any series in the related Trust Supplement.

Section 3.06. Mutilated, Destroyed, Lost or Stolen Certificates. If (a) any mutilated Certificate is surrendered to the Registrar, or the Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, and (b) there is delivered to the Registrar and the Trustee such security, indemnity or bond, as may be required by them to save each of them and the Company harmless, then, in the absence of notice to the Registrar or the Trustee that such destroyed, lost or stolen Certificate has been acquired by a protected purchaser, and provided that the requirements of Section 8-405 of the Uniform Commercial Code in effect in any applicable jurisdiction are met, the Trustee shall execute, authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate or Certificates of like series, in authorized denominations and of like Fractional Undivided Interest and bearing a number not contemporaneously outstanding.

In connection with the issuance of any new Certificate under this Section 3.06, the Trustee shall require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee and the Registrar) connected therewith.

Any duplicate Certificate issued pursuant to this Section 3.06 shall constitute conclusive evidence of the appropriate Fractional Undivided Interest in the related Trust, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

The provisions of this Section 3.06 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates.

Section 3.07. Persons Deemed Owners. Prior to due presentment of a Certificate for registration of transfer, the Company, the Trustee, the Registrar and any Paying Agent may treat the Person in whose name any Certificate is registered (as of the day of determination) on the Register as the owner of such Certificate and the Certificateholder for the purpose of receiving distributions pursuant to Article IV and for all other purposes whatsoever, and none of the Company, the Trustee, the Registrar or any Paying Agent shall be affected by any notice to the contrary. All payments or distributions made to any such Person shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on any such Certificate.

Unless otherwise provided with respect to any Certificates pursuant to Section 2.01(b), the Company, the Parent, any other obligor upon any Certificates and any Affiliate of any thereof may acquire, tender for, purchase, own, hold, become the pledgee of and otherwise deal with any Certificates.

Section 3.08. Cancellation. All Certificates surrendered for payment or transfer or exchange shall, if surrendered to the Trustee or any agent of the Trustee other than the Registrar, be delivered to the Registrar for cancellation and shall promptly be cancelled by it. No Certificates shall be authenticated in lieu of or in exchange for any Certificates cancelled as provided in this Section 3.08, except as expressly permitted by this Agreement. All cancelled Certificates held by the Registrar shall be destroyed and a certification of their destruction delivered to the Trustee.

Section 3.09. Limitation of Liability for Payments. All payments and distributions made to Certificateholders of any series in respect of the Certificates of such series shall be made only from the Trust Property of the related Trust and only to the extent that the Trustee shall have sufficient income or proceeds from such Trust Property to make such payments in accordance with the terms of Article IV of this Agreement. The Certificates do not represent indebtedness of the related Trusts, and references herein or in any Trust Supplement to interest accruing on any Certificates are intended for purposes of computation only. Each Certificateholder, by its acceptance of a Certificate, agrees that it will look solely to the income and proceeds from the Trust Property of the related Trust for any payment or distribution due to such Certificateholder pursuant to the terms of this Agreement and that it will not have any recourse to the Company, the Trustee, any Liquidity Providers, the Loan Trustees, any Owner Trustee or any Owner Participant, except as otherwise expressly provided in this Agreement, in any Note Document or in any related Intercreditor Agreement.

The Company is a party to this Agreement solely for purposes of meeting the requirements of the Trust Indenture Act, and therefore the Company shall not have any right, obligation or liability hereunder, or under the terms of any Trust Supplement or any Certificates (except as otherwise expressly provided herein or therein).

Section 3.10. CUSIP Numbers. The Certificates may include "CUSIP" numbers (if then generally in use), and if so, the Trustee may use the CUSIP numbers in notices in respect of the Certificates; provided, however, that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP number printed in the notice or on the Certificates, that reliance may be placed only on the other identification numbers printed on the Certificates, and any such notice shall not be affected by any defect or omission of such CUSIP numbers.

ARTICLE IV

DISTRIBUTIONS; STATEMENTS TO CERTIFICATEHOLDERS

Section 4.01. Certificate Account and Special Payments Account. (a) The Trustee shall establish and maintain on behalf of the Certificateholders of each series a Certificate Account as one or more non-interest-bearing accounts. The Trustee shall hold such Certificate Account in trust for the benefit of the Certificateholders of such series, and shall make or permit withdrawals therefrom only as provided in this Agreement or any Intercreditor Agreement. On each day when a Scheduled Payment is made to the Trustee with respect to the Certificates of any series, the Trustee, upon receipt thereof, shall immediately deposit the aggregate amount of such Scheduled Payment in the applicable Certificate Account.

(b) The Trustee shall establish and maintain on behalf of the Certificateholders of each series a Special Payments Account as one or more accounts, which shall be non-interest bearing except as provided in Section 4.04. The Trustee shall hold the Special Payments Account in trust for the benefit of the Certificateholders of such series and shall make or permit withdrawals therefrom only as provided in this Agreement or any Intercreditor Agreement. On each day when one or more Special Payments are made to the Trustee with respect to the Certificates of any series, the Trustee, upon receipt thereof, shall immediately deposit the aggregate amount of such Special Payments in the applicable Special Payments Account.

(c) The Trustee shall present (or, if applicable, cause the Subordination Agent to present) to the related Loan Trustee of each Equipment Note such Equipment Note on the date of its stated final maturity or, in the case of any Equipment Note which is to be redeemed or purchased in whole pursuant to the related Indenture, on the applicable redemption or purchase date under such Indenture.

Section 4.02. Distributions from Certificate Account and Special Payments Account. (a) Subject to the provisions of the Intercreditor Agreement, on each Regular Distribution Date with respect to a series of Certificates or as soon thereafter as the Trustee has confirmed receipt of the payment of all or any part of the Scheduled Payments due on the Equipment Notes held in the related Trust on such date, the Trustee shall distribute out of the applicable Certificate Account the entire amount deposited therein pursuant to Section 4.01(a). There shall be so distributed to each Certificateholder of record of such series on the Record Date with respect to such Regular Distribution Date (other than as provided in Section 11.01 concerning the final distribution) by check mailed to such Certificateholder, at the address appearing in the Register, such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest in the related Trust held by such Certificateholder) of the total amount in the applicable Certificate Account, except that, with respect to Certificates registered on the Record Date in the name of a Clearing Agency (or its nominee), such distribution shall be made by wire transfer in immediately available funds to the account designated by such Clearing Agency (or such nominee).

(b) Subject to the provisions of the Intercreditor Agreement, on each Special Distribution Date with respect to any Special Payment with respect to a series of Certificates or as soon thereafter as the Trustee has confirmed receipt of any Special Payments due on the Equipment Notes held in the related Trust or realized upon the sale of such Equipment Notes, the Trustee shall distribute out of the applicable Special Payments Account the entire amount of such applicable Special Payment deposited therein pursuant to Section 4.01(b). There shall be so distributed to each Certificateholder of record of such series on the Record Date with respect to such Special Distribution Date (other than as provided in Section 11.01 concerning the final distribution) by check mailed to such Certificateholder, at the address appearing in the Register, such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest in the related Trust held by such Certificateholder) of the total amount in the applicable Special Payments Account on account of such Special Payment, except that, with respect to Certificates registered on the Record Date in the name of a Clearing Agency (or its nominee), such distribution shall be made by wire transfer in immediately available funds to the account designated by such Clearing Agency (or such nominee).

(c) The Trustee shall, at the expense of the Company, cause notice of each Special Payment with respect to a series of Certificates to be mailed to each Certificateholder of such series at such Certificateholder's address as it appears in the Register. Subject to the provisions of the Intercreditor Agreement: (i) in the event of redemption or purchase of Equipment Notes held in the related Trust, such notice shall be mailed not less than 15 days prior to the Special Distribution Date for the Special Payment resulting from such redemption or purchase, which Special Distribution Date shall be the date of such redemption or purchase; (ii) in the event that the Trustee receives a notice from the Company pursuant to Section 2.02 that Postponed Notes will not be purchased by the Trustee, such notice of Special Payment shall be mailed as soon as practicable after receipt of such notice from the Company and shall state the Special Distribution Date for such Special Payment, which shall occur 15 days after the date of such notice of Special Payment or (if such 15th day is not practicable) as soon as practicable thereafter; (iii) in the event that any Special Payment is to be made pursuant to the last paragraph of Section 2.02(b) hereof, such notice of Special Payment shall be mailed on the Cut-off Date (or, if such mailing on the Cut-off Date is not practicable, as soon as practicable after the Cut-off Date), and shall state the Special Distribution Date for such Special Payment, which shall occur 15 days after the date of such notice of Special Payment (or, if such 15th day is not practicable, as soon as practicable thereafter); and (iv) in the case of any other Special Payments, such notice of Special Payment shall be mailed as soon as practicable after the Trustee has confirmed that it has received funds for such Special Payment, and shall state the Special Distribution Date for such Special Payment, which shall occur 15 days after the date of such notice of Special Payment or (if such 15th day is not practicable) as soon as practicable thereafter. Notices mailed by the Trustee as provided in the paragraphs above shall set forth:

(i) the Special Distribution Date and the Record Date therefor (except as otherwise provided in Section 11.01);

(ii) the amount of the Special Payment (taking into account any payment to be made by the Responsible Party pursuant to Section 2.02(b)) for each \$1,000 face amount Certificate and the amount thereof constituting principal, premium, if any, and interest;

(iii) the reason for the Special Payment; and

(iv) if the Special Distribution Date is the same date as a Regular Distribution Date for the Certificates of such series, the total amount to be received on such date for each \$1,000 face amount Certificate.

If the amount of premium, if any, payable upon the redemption or purchase of an Equipment Note has not been calculated at the time that the Trustee mails notice of a Special Payment, it shall be sufficient if the notice sets forth the other amounts to be distributed and states that any premium received will also be distributed.

If any redemption or purchase of the Equipment Notes held in any Trust is cancelled, the Trustee, as soon as possible after learning thereof, shall cause notice thereof to be mailed to each Certificateholder of the related series at its address as it appears on the Register.

Section 4.03. Statements to Certificateholders. (a) On each Regular Distribution Date and Special Distribution Date, the Trustee will include with each distribution of a Scheduled Payment or Special Payment, as the case may be, to Certificateholders of the related series a statement setting forth the information provided below. Such statement shall, except to the extent otherwise provided in the applicable Trust Supplement, set forth (per \$1,000 aggregate face amount of Certificate as to (i), (ii) and (iii) below) the following information:

- (i) the aggregate amount of funds distributed on such Distribution Date under this Agreement, indicating the amount allocable to each source including any portion thereof provided by the Liquidity Providers;
- (ii) the amount of such distribution under this Agreement allocable to principal and the amount allocable to premium, if any;
- (iii) the amount of such distribution under this Agreement allocable to interest; and
- (iv) the Pool Balance and the Pool Factor of the related Trust.

With respect to the Certificates registered in the name of a Clearing Agency or its nominee, on the Record Date prior to each Distribution Date, the Trustee will, at the expense of the Company, request from the Clearing Agency a securities position listing setting forth the names of all the Clearing Agency Participants reflected on the Clearing Agency's books as holding interests in the Certificates on such Record Date. On each Distribution Date, the applicable Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Certificates.

(b) Within a reasonable period of time after the end of each calendar year but not later than the latest date permitted by law, except to the extent otherwise provided in the applicable Trust Supplement, the Trustee shall furnish to each Person who at any time during such calendar year was a Certificateholder of record a statement containing the sum of the amounts determined pursuant to clauses (a)(i), (a)(ii) and (a)(iii) above with respect to the related Trust for such calendar year or, in the event such Person was a Certificateholder of record during a portion of such calendar year, for the applicable portion of such year, and such other items as are readily available to the Trustee and which a Certificateholder shall reasonably request as necessary for the purpose of such Certificateholder's preparation of its federal income tax returns. With respect to Certificates registered in the name of a Clearing Agency or its nominee, such statement and such other items shall be prepared on the basis of information supplied to the Trustee by the Clearing Agency Participants and shall be delivered by the Trustee to such Clearing Agency Participants to be available for forwarding by such Clearing Agency Participants to the holders of interests in the Certificates.

Section 4.04. Investment of Special Payment Moneys. Any money received by the Trustee pursuant to Section 4.01(b) representing a Special Payment which is not distributed on the date received shall, to the extent practicable, be invested by the Trustee in Permitted Investments selected by the Controlling Party in telephonic (confirmed in writing) or written

instructions to the Trustee pending distribution of such Special Payment pursuant to Section 4.02. Absent receipt of such instructions from the Controlling Party, such Special Payment shall remain uninvested by the Trustee pending receipt of investment instructions. Any investment made pursuant to this Section 4.04 shall be in such Permitted Investments having maturities not later than the date that such moneys are required to be used to make the payment required under Section 4.02 on the applicable Special Distribution Date and the Trustee shall hold any such Permitted Investments until maturity. The Trustee shall have no liability with respect to any investment made pursuant to this Section 4.04, other than by reason of the willful misconduct or negligence of the Trustee. All income and earnings from such investments shall be distributed on such Special Distribution Date as part of such Special Payment.

ARTICLE V

THE COMPANY

Section 5.01. Maintenance of Corporate Existence. The Company, at its own cost and expense, will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights and franchises, except as otherwise specifically permitted in Section 5.02; provided, however, that the Company shall not be required to preserve any right or franchise if the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company.

Section 5.02. Consolidation, Merger, Etc. The Company shall not consolidate with or merge into any other Person under circumstances in which the Company is not the surviving corporation or convey, transfer or lease substantially all of its assets as an entirety to any Person unless:

(a) the Person formed by such consolidation or into which the Company is merged or the Person that acquires by conveyance, transfer or lease substantially all of the assets of the Company as an entirety shall (i) be organized and validly existing under the laws of the United States of America or any state thereof or the District of Columbia, (ii) be a "citizen of the United States" as defined in 49 U.S.C. Sections 40102 (a) (15), as amended, and (iii) hold an air carrier operating certificate issued pursuant to Chapter 447 of Title 49 of the United States Code for aircraft capable of carrying 10 or more individuals or 6,000 pounds or more of cargo, if and so long as such status is a condition of entitlement to the benefits of Section 1110 of the Bankruptcy Reform Act of 1978, as amended (11 U.S.C. Sections 1110), with respect to the Leases or the Aircraft owned by the Company; and

(b) the Person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance, transfer or lease substantially all of the assets of the Company as an entirety shall execute and deliver to the Trustee applicable to the Certificates of each series a duly authorized, valid, binding and enforceable agreement in form and substance reasonably satisfactory to the Trustee containing an assumption by such successor corporation or Person of the due and punctual performance and observance of each covenant and condition of the Note Documents and of this Agreement applicable to the Certificates of each series to be performed or observed by the Company.

The Trustee may request an Officer's Certificate of the Company and an Opinion of Counsel of the Company (that may be the Company's General Counsel, Deputy General Counsel, Associate General Counsel or other senior attorney of the Company) reasonably satisfactory to the Trustee, each stating that such consolidation, merger, conveyance, transfer or lease and the assumption agreement mentioned in clause (b) above comply with this Section 5.02 and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger, or any conveyance, transfer or lease of substantially all of the assets of the Company as an entirety in accordance with this Section 5.02, the successor corporation or Person formed by such consolidation or into which the Company is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Agreement applicable to the Certificates of each series with the same effect as if such successor corporation or Person had been named as the Company herein. No such conveyance, transfer or lease of substantially all of the assets of the Company as an entirety shall have the effect of releasing any successor corporation or Person which shall have become such in the manner prescribed in this Section 5.02 from its liability in respect of this Agreement and any Note Document applicable to the Certificates of such series to which it is a party.

ARTICLE VI

DEFAULT

Section 6.01. Indenture Events of Default and Triggering Events. (a) Upon the occurrence and during the continuation of any Indenture Event of Default under any Indenture, the Trustee may (i) to the extent it is the Controlling Party at such time (as determined pursuant to the related Intercreditor Agreement), direct the exercise of remedies as provided in such related Intercreditor Agreement and (ii) if there is no related Intercreditor Agreement, direct the exercise of remedies or take other action as provided in the relevant Indenture to the extent that it may do so as the holder of the Equipment Notes issued under such Indenture and held in the related Trust.

(b) By acceptance of its Certificate, each Certificateholder agrees that at any time after the occurrence and during the continuation of a Triggering Event, each Certificateholder of Certificates of certain series (each, a "Potential Purchaser" and, collectively, the "Potential Purchasers") may have certain rights to purchase the Certificates of one or more other series, all as set forth in the Trust Supplement applicable to the Certificates held by such Potential Purchaser. The purchase price with respect to the Certificates of any series shall be equal to the Pool Balance of the Certificates of such series, together with accrued and unpaid interest thereon to the date of such purchase, without premium, but including any other amounts then due and payable to the Certificateholders of such series under this Agreement, any related Intercreditor Agreement or any other Note Document or on or in respect of the Certificates of such series; provided, however, that if such purchase occurs after a Record Date, such purchase price shall be reduced by the amount to be distributed under this Agreement on the related Distribution Date (which deducted amounts shall remain distributable to, and may be retained by, the Certificateholder as of such Record Date); provided, further, that no such purchase of

Certificates of such series shall be effective unless the purchasing Certificateholder (each, a “Purchasing Certificateholder” and, collectively, the “Purchasing Certificateholders”) shall certify to the Trustee that contemporaneously with such purchase, one or more Purchasing Certificateholders are purchasing, pursuant to the terms of this Agreement and the other Agreements, if any, relating to the Certificates of a series that are subject to the same Intercreditor Agreement (such other Agreements, the “Other Agreements”), the Certificates of each such series that the Trust Supplement applicable to the Certificates held by the Purchasing Certificateholder specifies may be purchased by such Purchasing Certificateholder. Each payment of the purchase price of the Certificates of any series shall be made to an account or accounts designated by the Trustee and each such purchase shall be subject to the terms of this Section 6.01. By acceptance of its Certificate, each Certificateholder (each, a “Selling Certificateholder” and, collectively, the “Selling Certificateholders”) of a series that is subject to purchase by Potential Purchasers, all as set forth in the Trust Supplement applicable to the Certificates held by the Selling Certificateholders, agrees that, at any time after the occurrence and during the continuance of a Triggering Event, it will, upon payment of the purchase price specified in this Agreement by one or more Purchasing Certificateholders, forthwith sell, assign, transfer and convey to such Purchasing Certificateholder (without recourse, representation or warranty of any kind except for its own acts), all of the right, title, interest and obligation of such Selling Certificateholder in this Agreement, any related Intercreditor Agreement, the related Liquidity Facility, the related Note Documents and all Certificates of such series held by such Selling Certificateholder (excluding all right, title and interest under any of the foregoing to the extent such right, title or interest is with respect to an obligation not then due and payable as respects any action or inaction or state of affairs occurring prior to such sale) and the Purchasing Certificateholder shall assume all of such Selling Certificateholder’s obligations under this Agreement, any related Intercreditor Agreement, any related Liquidity Facility and the related Note Documents. The Certificates of such series will be deemed to be purchased on the date payment of the purchase price is made notwithstanding the failure of any Selling Certificateholder to deliver any Certificates of such series and, upon such a purchase, (i) the only rights of the Selling Certificateholders will be to deliver the Certificates to the Purchasing Certificateholder and receive the purchase price for such Certificates of such series and (ii) if the Purchasing Certificateholder shall so request, such Selling Certificateholder will comply with all of the provisions of Section 3.04 hereof to enable new Certificates of such series to be issued to the Purchasing Certificateholder in such denominations as it shall request. All charges and expenses in connection with the issuance of any such new Certificates shall be borne by the Purchasing Certificateholder.

Section 6.02. Incidents of Sale of Equipment Notes. Upon any sale of all or any part of the Equipment Notes held in the Trust made either under the power of sale given under this Agreement or otherwise for the enforcement of this Agreement, the following shall be applicable:

(1) Certificateholders and Trustee May Purchase Equipment Notes. Any Certificateholder, the Trustee in its individual or any other capacity or any other Person may bid for and purchase any of the Equipment Notes held in the Trust, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such Equipment Notes in their own absolute right without further accountability.

(2) Receipt of Trustee Shall Discharge Purchaser. The receipt of the Trustee making such sale shall be a sufficient discharge to any purchaser for its purchase money, and, after paying such purchase money and receiving such receipt, such purchaser or its personal representative or assigns shall not be obliged to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or non-application thereof.

(3) Application of Moneys Received upon Sale. Any moneys collected by the Trustee upon any sale made either under the power of sale given by this Agreement or otherwise for the enforcement of this Agreement shall be applied as provided in Section 4.02.

Section 6.03. Judicial Proceedings Instituted by Trustee; Trustee May Bring Suit. If there shall be a failure to make payment of the principal of, premium, if any, or interest on any Equipment Note held in the related Trust, or if there shall be any failure to pay Rent (as defined in the relevant Lease) under any Lease when due and payable, then the Trustee, in its own name and as trustee of an express trust, as holder of such Equipment Notes, to the extent permitted by and in accordance with the terms of any related Intercreditor Agreement and any related Note Documents (subject to rights of the applicable Owner Trustee or Owner Participant to cure any such failure to pay principal of, premium, if any, or interest on any Equipment Note or to pay Rent under any Lease in accordance with the applicable Indenture and to the rights of the Lessee under any applicable Lease), shall be entitled and empowered to institute any suits, actions or proceedings at law, in equity or otherwise, for the collection of the sums so due and unpaid on such Equipment Notes or under such Lease and may prosecute any such claim or proceeding to judgment or final decree with respect to the whole amount of any such sums so due and unpaid.

Section 6.04. Control by Certificateholders. Subject to Section 6.03 and any related Intercreditor Agreement, the Certificateholders holding Certificates of a series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the related Trust shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee with respect to such Trust or pursuant to the terms of such Intercreditor Agreement, or exercising any trust or power conferred on the Trustee under this Agreement or such Intercreditor Agreement, including any right of the Trustee as Controlling Party under such Intercreditor Agreement or as holder of the Equipment Notes held in the related Trust; provided, however, that

(1) such Direction shall not in the opinion of the Trustee be in conflict with any rule of law or with this Agreement and would not involve the Trustee in personal liability or expense;

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Certificateholders of such series not taking part in such Direction; and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such Direction.

Section 6.05. Waiver of Past Defaults. Subject to any related Intercreditor Agreement, the Certificateholders holding Certificates of a series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the related Trust (i) may on behalf of all of the Certificateholders of such series waive any past default or Event of Default under this Agreement and its consequences or (ii) if the Trustee is the Controlling Party, may direct the Trustee to instruct the applicable Loan Trustee to waive any past Indenture default, Indenture Event of Default, or, if applicable, the corresponding Lease default, under any related Indenture and its consequences, and thereby annul any Direction given by such Certificateholders or the Trustee to such Loan Trustee with respect thereto, except a default:

(1) in the deposit of any Scheduled Payment or Special Payment under Section 4.01 or in the distribution of any payment under Section 4.02 on the Certificates of a series; or

(2) in the payment of the principal of, premium, if any, or interest, if any, on the Equipment Notes held in the related Trust; or

(3) in respect of a covenant or provision hereof which under Article IX hereof cannot be modified or amended without the consent of each Certificateholder holding an Outstanding Certificate of the series affected thereby.

Upon any such waiver, such default shall cease to exist with respect to the Certificates of such series and any Event of Default arising therefrom shall be deemed to have been cured for every purpose and any direction given by the Trustee on behalf of the Certificateholders of such series to the relevant Loan Trustee shall be annulled with respect thereto; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon. Upon any such waiver, the Trustee shall vote the Equipment Notes issued under the relevant Indenture to waive the corresponding Indenture Event of Default (and, if applicable, the corresponding Lease default).

Section 6.06. Right of Certificateholders to Receive Payments Not to Be Impaired. Anything in this Agreement to the contrary notwithstanding, including, without limitation, Section 6.07 hereof, but subject to any related Intercreditor Agreement, the right of any Certificateholder to receive distributions of payments required pursuant to Section 4.02 hereof on the applicable Certificates when due, or to institute suit for the enforcement of any such payment on or after the applicable Regular Distribution Date or Special Distribution Date, shall not be impaired or affected without the consent of such Certificateholder.

Section 6.07. Certificateholders May Not Bring Suit Except Under Certain Conditions. A Certificateholder of any series shall not have the right to institute any suit, action or proceeding at law or in equity or otherwise with respect to this Agreement, for the appointment of a receiver or for the enforcement of any other remedy under this Agreement, unless:

(1) such Certificateholder previously shall have given written notice to the Trustee of a continuing Event of Default;

(2) Certificateholders holding Certificates of such series evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust shall have requested the Trustee in writing to institute such action, suit or proceeding and shall have offered to the Trustee indemnity as provided in Section 7.03(e);

(3) the Trustee shall have refused or neglected to institute any such action, suit or proceeding for 60 days after receipt of such notice, request and offer of indemnity; and

(4) no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Certificateholders holding Certificates of such series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the related Trust.

Except to the extent provided in any applicable Intercreditor Agreement or in any applicable Trust Supplement, it is understood and intended that no one or more of the Certificateholders of any series shall have any right in any manner whatsoever hereunder or under the related Trust Supplement or under the Certificates of such series to (i) surrender, impair, waive, affect, disturb or prejudice any property in the Trust Property of the related Trust, or the lien of any related Indenture on any property subject thereto, or the rights of the Certificateholders of such series or the holders of the related Equipment Notes, (ii) obtain or seek to obtain priority over or preference with respect to any other such Certificateholder of such series or (iii) enforce any right under this Agreement, except in the manner provided in this Agreement and for the equal, ratable and common benefit of all the Certificateholders of such series subject to the provisions of this Agreement.

Section 6.08. Remedies Cumulative. Every remedy given under this Agreement to the Trustee or to any of the Certificateholders of any series shall not be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter given by statute, law, equity or otherwise.

Section 6.09. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, a court may require any party litigant in such suit to file an undertaking to pay the costs of such suit, and may assess costs against any such party litigant, in the manner and to the extent provided in the Trust Indenture Act; provided, however, that neither this Section 6.09 nor the Trust Indenture Act shall be deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Company.

ARTICLE VII

THE TRUSTEE

Section 7.01. Certain Duties and Responsibilities. (a) Except during the continuance of an Event of Default in respect of a Trust, the Trustee undertakes to perform such

duties in respect of such Trust as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

(b) In case an Event of Default in respect of a Trust has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Agreement in respect of such Trust, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this Subsection (c) shall not be construed to limit the effect of Subsection (a) of this Section 7.01; and

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(d) Whether or not herein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.01.

Section 7.02. Notice of Defaults. (a) As promptly as practicable after, and in any event within 90 days after, the occurrence of any default (as such term is defined below) hereunder known to the Trustee, the Trustee shall transmit by mail to the Company, any related Owner Trustees, any related Owner Participants, the related Loan Trustees and the Certificateholders holding Certificates of the related series, in the manner and to the extent provided in Section 313 (c) of the Trust Indenture Act, notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal, premium, if any, or interest on any Equipment Note, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith shall determine that the withholding of such notice is in the interests of the Certificateholders of the related series. For the purpose of this Section 7.02 in respect of any Trust, the term "default" means any event that is, or after notice or lapse of time or both would become, an Event of Default in respect of that Trust.

(b) The Trustee shall not be deemed to have knowledge of any Default unless a Responsible Officer of the Trustee shall have received written notice of such Default; provided, however, that the Trustee shall be deemed to have notice of any failure to receive Scheduled Payments under this Agreement.

Section 7.03. Certain Rights of Trustee. Subject to the provisions of Section 315 of the Trust Indenture Act:

(a) the Trustee may rely and shall be protected in acting or refraining from acting in reliance upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Request;

(c) whenever in the administration of this Agreement or any Intercreditor Agreement, the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate of the Company, any related Owner Trustee or any related Loan Trustee;

(d) the Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement or any Intercreditor Agreement at the Direction of any of the Certificateholders pursuant to this Agreement or any Intercreditor Agreement, unless such Certificateholders shall have offered to the Trustee reasonable security or indemnity against the cost, expenses and liabilities which might be incurred by it in compliance with such Direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document;

(g) the Trustee may execute any of the trusts or powers under this Agreement or any Intercreditor Agreement or perform any duties under this Agreement or any Intercreditor Agreement either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it under this Agreement or any Intercreditor Agreement;

(h) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the Direction of the Certificateholders holding Certificates of any series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the related Trust relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement or any Intercreditor Agreement; and

(i) the Trustee shall not be required to expend or risk its own funds in the performance of any of its duties under this Agreement, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

Section 7.04. Not Responsible for Recitals or Issuance of Certificates. The recitals contained herein and in the Certificates of each series, except the certificates of

authentication, shall not be taken as the statements of the Trustee, and the Trustee assumes no responsibility for their correctness. Subject to Section 7.15, the Trustee makes no representations as to the validity or sufficiency of this Basic Agreement, any Equipment Notes, any Intercreditor Agreement, any Liquidity Facility to which the Trustee may be a party, the Certificates of any series, any Trust Supplement or any Note Documents, except that the Trustee hereby represents and warrants that this Basic Agreement has been, and each Trust Supplement, each Certificate, each Note Purchase Agreement, each Intercreditor Agreement and any such Liquidity Facility of, or relating to, each series will be executed and delivered by one of its officers who is duly authorized to execute and deliver such document on its behalf.

Section 7.05. May Hold Certificates. The Trustee, any Paying Agent, Registrar or any of their Affiliates or any other agent, in their respective individual or any other capacity, may become the owner or pledgee of Certificates and, subject to Sections 310(b) and 311 of the Trust Indenture Act, if applicable, may otherwise deal with the Company, the Parent, any Owner Trustees, any Owner Participants or the Loan Trustees with the same rights it would have if it were not Trustee, Paying Agent, Registrar or such other agent.

Section 7.06. Money Held in Trust. Money held by the Trustee or the Paying Agent in trust under this Agreement need not be segregated from other funds except to the extent required in this Agreement or by law and neither the Trustee nor the Paying Agent shall have any liability for interest upon any such moneys except as provided for in this Agreement.

Section 7.07. Compensation and Reimbursement. The Company agrees:

(1) to pay, or cause to be paid, to the Trustee from time to time such reasonable compensation for all services rendered by it under this Agreement as the Company and the Trustee may agree in writing from time to time (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust); and

(2) except as otherwise expressly provided herein or in any Trust Supplement, to reimburse, or cause to be reimbursed, the Trustee upon its request for all reasonable out-of-pocket expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Basic Agreement, any Trust Supplement, any Intercreditor Agreement or any Liquidity Facility to which the Trustee may be a party (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence, willful misconduct or bad faith or as may be incurred due to the Trustee's breach of its representations and warranties set forth in Section 7.15; and

(3) to indemnify, or cause to be indemnified, the Trustee with respect to the Certificates of any series, pursuant to the particular sections of the Note Purchase Agreement specified in the related Trust Supplement.

The Trustee shall be entitled to reimbursement from, and shall have a lien prior to the Certificates of each series upon, all property and funds held or collected by the Trustee in its capacity as Trustee with respect to such series or the related Trust for any tax incurred without

negligence, bad faith or willful misconduct, on its part, arising out of or in connection with the acceptance or administration of such Trust (other than any tax attributable to the Trustee's compensation for serving as such), including any reasonable costs and expenses incurred in contesting the imposition of any such tax. The Trustee shall notify the Company of any claim for any tax for which it may seek reimbursement. If the Trustee reimburses itself from the Trust Property of such Trust for any such tax, it will mail a brief report within 30 days setting forth the amount of such tax and the circumstances thereof to all Certificateholders of such series as their names and addresses appear in the Register.

Section 7.08. Corporate Trustee Required; Eligibility. Each Trust shall at all times have a Trustee which shall be a bank, trust company or other financial institution organized and doing business under the laws of the United States or any state thereof, shall be eligible to act as a trustee under Section 310(a) of the Trust Indenture Act and shall have a combined capital and surplus of at least \$75,000,000 (or a combined capital and surplus in excess of \$5,000,000 and the obligations of which, whether now in existence or hereafter incurred, are fully and unconditionally guaranteed by a corporation organized and doing business under the laws of the United States, any state or territory thereof or the District of Columbia and having a combined capital and surplus of at least \$75,000,000). If such bank, trust company or other financial institution or such corporation publishes reports of conditions at least annually, pursuant to law or to the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section 7.08 the combined capital and surplus of such bank, trust company or other financial institution or such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.08 to act as Trustee of any Trust, the Trustee shall resign immediately as Trustee of such Trust in the manner and with the effect specified in Section 7.09.

Section 7.09. Resignation and Removal; Appointment of Successor. (a) No resignation or removal of the Trustee and no appointment of a successor Trustee of any Trust pursuant to this Article VII shall become effective until the acceptance of appointment by the successor Trustee under Section 7.10.

(b) The Trustee may resign at any time as Trustee of any or all Trusts by giving prior written notice thereof to the Company, the Authorized Agents, any related Owner Trustees and the related Loan Trustees. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Company, any related Owner Trustees and the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time as the Trustee of any Trust by Direction of the Certificateholders of the related series holding Certificates of such series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in such Trust delivered to the Trustee and to the Company, any related Owner Trustees and the related Loan Trustees.

(d) If at any time in respect of any Trust:

(1) the Trustee shall fail to comply with Section 310 of the Trust Indenture Act, if applicable, after written request therefore by the Company or by any Certificateholder who has been a bona fide Certificateholder for at least six months; or

(2) the Trustee shall cease to be eligible under Section 7.08 and shall fail to resign after written request therefor by the Company or by any such Certificateholder; or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any case, (i) the Company may remove the Trustee or (ii) any Certificateholder of the related series who has been a bona fide Certificateholder for at least six months may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee of such Trust.

(e) If a Responsible Officer of the Trustee shall obtain actual knowledge of an Avoidable Tax (as defined below) in respect of any Trust which has been or is likely to be asserted, the Trustee shall promptly notify the Company and shall, within 30 days of such notification, resign as Trustee of such Trust hereunder unless within such 30-day period the Trustee shall have received notice that the Company has agreed to pay such tax. The Company shall promptly appoint a successor Trustee of such Trust in a jurisdiction where there are no Avoidable Taxes. As used herein, an "Avoidable Tax" in respect of such Trust means a state or local tax: (i) upon (w) such Trust, (x) such Trust Property, (y) Certificateholders of such Trust or (z) the Trustee for which the Trustee is entitled to seek reimbursement from the Trust Property of such Trust, and (ii) which would be avoided if the Trustee were located in another state, or jurisdiction within a state, within the United States of America. A tax shall not be an Avoidable Tax in respect of any Trust if the Company or any Owner Trustee shall agree to pay, and shall pay, such tax.

(f) If the Trustee shall resign, be removed or become incapable of acting as Trustee of any Trust or if a vacancy shall occur in the office of the Trustee of any Trust for any cause, the Company shall promptly appoint a successor Trustee of such Trust. If, within one year after such resignation, removal or incapability, or other occurrence of such vacancy, a successor Trustee of such Trust shall be appointed by Direction of the Certificateholders of the related series holding Certificates of such series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in such Trust delivered to the Company, any related Owner Trustees, the related Loan Trustee and the retiring Trustee, then the successor Trustee of such Trust so appointed shall, with the approval of the Company of such appointment, which approval shall not be unreasonably withheld, forthwith upon its acceptance of such appointment, become the successor Trustee of such Trust and supersede the successor Trustee of such Trust appointed by the Company as provided above. If no successor Trustee shall have been so appointed by the Company as provided above and accepted appointment in the manner hereinafter provided, the resigning Trustee or any Certificateholder who has been a bona fide

Certificateholder of the related series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee of such Trust.

(g) The successor Trustee of a Trust shall give notice of the resignation and removal of the Trustee and appointment of the successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Certificateholders of the related series as their names and addresses appear in the Register. Each notice shall include the name of such successor Trustee and the address of its Corporate Trust Office.

Section 7.10. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute and deliver to the Company and to the retiring Trustee with respect to any or all Trusts an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee with respect to such trust or Trusts shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Company or the successor Trustee, such retiring Trustee shall execute and deliver an instrument transferring to such successor Trustee all such rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all Trust Property held by such retiring Trustee in respect of such Trusts hereunder (subject nevertheless to its lien, if any, provided for in Section 7.07) and all books and records, or true, correct and complete copies thereof, held by such retiring Trustee in respect of such Trusts hereunder. Upon request of any such successor Trustee, the Company, the retiring Trustee and such successor Trustee shall execute and deliver any and all instruments containing such provisions as shall be necessary or desirable to transfer and confirm to, and for more fully and certainly vesting in, such successor Trustee all such rights, powers and trusts.

If a successor Trustee is appointed with respect to one or more (but not all) Trusts, the Company, the predecessor Trustee and each successor Trustee with respect to any Trust shall execute and deliver a supplemental agreement hereto which shall contain such provisions as shall be deemed necessary or desirable to confirm that all of the rights, powers, trusts and duties of the predecessor Trustee with respect to the Trusts as to which the predecessor Trustee is not retiring shall continue to be vested in the predecessor Trustee, and shall add to or change any of the provisions of this Basic Agreement and the applicable Trust Supplements as shall be necessary to provide for or facilitate the administration of the Trusts under this Agreement by more than one Trustee, it being understood that nothing herein or in such supplemental agreement shall constitute such Trustees as co-Trustees of the same Trust and that each such Trustee shall be Trustee of separate Trusts.

No institution shall accept its appointment as a Trustee hereunder unless at the time of such acceptance such institution shall be qualified and eligible under this Article VII.

Section 7.11. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder; provided,

however, that such corporation shall be otherwise qualified and eligible under this Article VII, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Certificates shall have been executed or authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such execution or authentication and deliver the Certificates so executed or authenticated with the same effect as if such successor Trustee had itself executed or authenticated such Certificates.

Section 7.12. Maintenance of Agencies. (a) With respect to each series of Certificates, there shall at all times be maintained an office or agency in the location set forth in Section 12.04 or at such other location as may be specified in the applicable Trust Supplement where Certificates of such series may be presented or surrendered for registration of transfer or for exchange, and for payment thereof, and where notices and demands to or upon the Trustee in respect of such Certificates or this Agreement may be served; provided, however, that, if it shall be necessary that the Trustee maintain an office or agency in another location with respect to the Certificates of any series (e.g., the Certificates of such series shall be represented by Definitive Certificates and shall be listed on a national securities exchange), the Trustee will make all reasonable efforts to establish such an office or agency. Written notice of the location of each such other office or agency and of any change of location thereof shall be given by the Trustee to the Company, any Owner Trustees, the Loan Trustees (in the case of any Owner Trustee or Loan Trustee, at its address specified in the Note Documents or such other address as may be notified to the Trustee) and the Certificateholders of such series. In the event that no such office or agency shall be maintained or no such notice of location or of change of location shall be given, presentations and demands may be made and notices may be served at the Corporate Trust Office of the Trustee.

(b) There shall at all times be a Registrar and a Paying Agent hereunder with respect to the Certificates of each series. Each such Authorized Agent shall be a bank, trust company, or other financial institution organized and doing business under the laws of the United States or any state thereof, with a combined capital and surplus of at least \$75,000,000 (or a combined capital and surplus in excess of \$5,000,000, the obligations of which are fully and unconditionally guaranteed by a corporation organized and doing business under the laws of the United States or any state or territory thereof or the District of Columbia, with a combined capital and surplus of at least \$75,000,000), and shall be authorized under such laws to exercise corporate trust powers, subject to supervision by federal or state authorities. The Trustee shall initially be the Paying Agent and, as provided in Section 3.04, Registrar hereunder with respect to the Certificates of each series. Each Registrar other than the Trustee shall furnish to the Trustee, at stated intervals of not more than six months, and at such other times as the Trustee may request in writing, a copy of the Register maintained by such Registrar.

(c) Any corporation into which any Authorized Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authorized Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authorized Agent, shall be the successor of such Authorized Agent, if such successor corporation is otherwise eligible under this Section 7.12, without the execution or filing of any paper or any further act on the part of the parties hereto or such Authorized Agent or such successor corporation.

(d) Any Authorized Agent may at any time resign by giving written notice of resignation to the Trustee, the Company, any related Owner Trustees and the related Loan Trustees. The Company may, and at the request of the Trustee shall, at any time terminate the agency of any Authorized Agent by giving written notice of termination to such Authorized Agent and to the Trustee. Upon the resignation or termination of an Authorized Agent or in case at any time any such Authorized Agent shall cease to be eligible under this Section 7.12 (when, in either case, no other Authorized Agent performing the functions of such Authorized Agent shall have been appointed), the Company shall promptly appoint one or more qualified successor Authorized Agents, reasonably satisfactory to the Trustee, to perform the functions of the Authorized Agent which has resigned or whose agency has been terminated or who shall have ceased to be eligible under this Section 7.12. The Company shall give written notice of any such appointment made by it to the Trustee, any related Owner Trustees and the related Loan Trustees; and in each case the Trustee shall mail notice of such appointment to all Certificateholders of the related series as their names and addresses appear on the Register for such series.

(e) The Company agrees to pay, or cause to be paid, from time to time to each Authorized Agent such compensation for its services as the Company and the Trustee may agree in writing from time to time and to reimburse it for its reasonable expenses to the extent set forth in Section 7.07(2).

Section 7.13. Money for Certificate Payments to Be Held in Trust. All moneys deposited with any Paying Agent for the purpose of any payment on Certificates shall be deposited and held in trust for the benefit of the Certificateholders entitled to such payment, subject to the provisions of this Section 7.13. Moneys so deposited and held in trust shall constitute a separate trust fund for the benefit of the Certificateholders with respect to which such money was deposited.

The Trustee may at any time, for the purpose of obtaining the satisfaction and discharge of this Agreement or for any other purpose, direct any Paying Agent to pay to the Trustee all sums held in trust by such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Section 7.14. Registration of Equipment Notes in Trustee's Name. Subject to the provisions of any Intercreditor Agreement and Section 12.03 hereof, the Trustee agrees that all Equipment Notes to be purchased by any Trust, Specified Investments, if any, to be held by the Trustee on behalf of a Trust and Permitted Investments, if any, to be held by the Trustee on behalf of a Trust shall be issued in the name of the Trustee as trustee for the applicable Trust or its nominee and held by the Trustee in trust for the benefit of the Certificateholders of such series, or, if not so held, the Trustee or its nominee shall be reflected as the owner of such Equipment Notes, Specified Investments or Permitted Investments, as the case may be, in the register of the issuer of such Equipment Notes,

Specified Investments or Permitted Investments, as the case may be. In no event shall the Trustee invest in, or hold, Equipment Notes, Specified Investments or Permitted Investments in a manner that would cause the Trustee not to have the ownership interest in (or a securities entitlement with respect to) such Equipment Notes, Specified Investments or Permitted Investments under the applicable provisions of the Uniform Commercial Code in effect where the Trustee holds such Equipment Notes, Specified Investments or Permitted Investments or other applicable law then in effect.

Section 7.15. Representations and Warranties of Trustee. The Trustee hereby represents and warrants that:

(a) the Trustee is a Delaware banking corporation duly organized and validly existing in good standing under the laws of the State of Delaware.

(b) the Trustee has full power, authority and legal right to execute, deliver and perform this Agreement, any Intercreditor Agreement, any Liquidity Facility, the Certificates and the Note Purchase Agreements and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement, any Intercreditor Agreement, any Liquidity Facility, the Certificates and the Note Purchase Agreements;

(c) the execution, delivery and performance by the Trustee of this Agreement, any Intercreditor Agreement, any Liquidity Facility, the Certificates and the Note Purchase Agreements (i) will not violate any provision of any United States federal law or the law of the state of the United States where it is located governing the banking and trust powers of the Trustee or any order, writ, judgment, or decree of any court, arbitrator or governmental authority applicable to the Trustee or any of its assets, (ii) will not violate any provision of the charter documents or by-laws of the Trustee, and (iii) will not violate any provision of, or constitute, with or without notice or lapse of time or both, a default under, or result in the creation or imposition of any lien on any properties included in the Trust Property pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have an adverse effect on the Trustee's performance or ability to perform its duties hereunder or thereunder or on the transactions contemplated herein or therein;

(d) the execution, delivery and performance by the Trustee of this Agreement, any Intercreditor Agreement, any Liquidity Facility, the Certificates and the Note Purchase Agreements will not require the authorization, consent, or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency of the United States or the state of the United States where it is located regulating the banking and corporate trust activities of the Trustee;

(e) this Agreement, any Intercreditor Agreement, any Liquidity Facility, the Certificates and the Note Purchase Agreements have been or will be duly executed and delivered by the Trustee and constitute or upon such execution and delivery will constitute the legal, valid and binding agreements of the Trustee, enforceable against it in accordance with their respective terms; provided, however, that enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity; and

(f) the statements made by it in a Statement of Eligibility on Form T-1 supplied or to be supplied to the Company in connection with the registration of any Certificates

are and will be true and accurate subject to the qualifications set forth therein; and that such statement complies and will comply in all material respects with the requirements of the Trust Indenture Act and the Securities Act of 1933, as amended.

The representation and warranties set forth above shall be deemed to be made by the Trustee on each Issuance Date, except as otherwise provided in the applicable Trust Supplement.

Section 7.16. Withholding Taxes; Information Reporting. As to the Certificates of any series, the Trustee, as trustee of the related grantor trust created by this Agreement, shall exclude and withhold from each distribution of principal, premium, if any, and interest and other amounts due under this Agreement or under the Certificates of such series any and all withholding taxes applicable thereto as required by law. The Trustee agrees to act as such withholding agent and, in connection therewith, whenever any present or future taxes or similar charges are required to be withheld with respect to any amounts payable in respect of the Certificates of such series, to withhold such amounts and timely pay the same to the appropriate authority in the name of and on behalf of the Certificateholders of such series, that it will file any necessary withholding tax returns or statements when due, and that, as promptly as possible after the payment thereof, it will deliver to each such Certificateholder of such series appropriate documentation showing the payment thereof, together with such additional documentary evidence as such Certificateholders may reasonably request from time to time. The Trustee agrees to file any other information reports as it may be required to file under United States law.

Section 7.17. Trustee's Liens. The Trustee in its individual capacity agrees that it will, in respect of each Trust created by this Agreement, at its own cost and expense (and without the right of indemnity hereunder, including Section 7.07), promptly take any action as may be necessary to duly discharge and satisfy in full any mortgage, pledge, lien, charge, encumbrance, security interest or claim ("Trustee's Liens") on or with respect to the Trust Property of such Trust which is attributable to the Trustee either (i) in its individual capacity and which is unrelated to the transactions contemplated by this Agreement or the related Note Documents or (ii) as Trustee under this Agreement or in its individual capacity and which arises out of acts or omissions which are not contemplated by this Agreement.

Section 7.18. Preferential Collection of Claims. The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act. If the Trustee shall resign or be removed as Trustee, it shall be subject to Section 311(a) of the Trust Indenture Act to the extent provided therein.

ARTICLE VIII

CERTIFICATEHOLDERS' LISTS AND REPORTS BY TRUSTEE

Section 8.01. The Company to Furnish Trustee with Names and Addresses of Certificateholders. The Company will furnish to the Trustee within 15 days after each Record Date with respect to a Scheduled Payment, and at such other times as the Trustee may request in writing within 30 days after receipt by the Company of any such request, a list, in such form as the Trustee may reasonably require, of all information in the possession or control of the

Company as to the names and addresses of the Certificateholders of each series, in each case as of a date not more than 15 days prior to the time such list is furnished; provided, however, that so long as the Trustee is the sole Registrar for such series, no such list need be furnished; and provided further, however, that no such list need be furnished for so long as a copy of the Register is being furnished to the Trustee pursuant to Section 7.12.

Section 8.02. Preservation of Information; Communications to Certificateholders. The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Certificateholders of each series contained in the most recent list furnished to the Trustee as provided in Section 7.12 or Section 8.01, as the case may be, and the names and addresses of Certificateholders of each series received by the Trustee in its capacity as Registrar, if so acting. The Trustee may destroy any list furnished to it as provided in Section 7.12 or Section 8.01, as the case may be, upon receipt of a new list so furnished.

Section 8.03. Reports by Trustee. Within 60 days after May 15 of each year commencing with the first full year following the issuance of any series of Certificates, the Trustee shall transmit to the Certificateholders of such series, as provided in Section 313(c) of the Trust Indenture Act, a brief report dated as of such May 15, if required by and in compliance with Section 313(a) of the Trust Indenture Act. The Trustee shall also transmit to Certificateholders such reports, if any, as may be required pursuant to Section 313(b) of the Trust Indenture Act at the times and in the manner provided pursuant thereto and to Section 313(c) thereof.

Section 8.04. Reports by the Company. The Company shall:

(a) file with the Trustee, within 30 days after the Company is required to file the same with the SEC, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the SEC, in accordance with rules and regulations prescribed by the SEC, such of the supplementary and periodic information, documents and reports which may be required pursuant to section 13 of the Securities Exchange Act of 1934, as amended, in respect of a security listed and registered on a national securities exchange as may be prescribed in such rules and regulations;

(b) file with the Trustee and the SEC, in accordance with the rules and regulations prescribed by the SEC, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of the Company provided for in this Agreement, as may be required by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of Section 1.02;

(c) transmit to all Certificateholders, in the manner and to the extent provided in Section 313 (c) of the Trust Indenture Act, such summaries of any information, documents

and reports required to be filed by the Company pursuant to subsections (a) and (b) of this Section 8.04 as may be required by rules and regulations prescribed by the SEC; and

(d) furnish to the Trustee, not less often than annually, a brief certificate from the principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of the Company's compliance with all conditions and covenants of the Company under this Agreement (it being understood that for purposes of this paragraph (d), such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Agreement).

ARTICLE IX

SUPPLEMENTAL AGREEMENTS

Section 9.01. Supplemental Agreements without Consent of Certificateholders. Without the consent of any Certificateholders, the Company may (but will not be required to), and the Trustee (subject to Section 9.03) shall, at the Company's request, at any time and from time to time, enter into one or more agreements supplemental hereto or, if applicable, to an Intercreditor Agreement, a Note Purchase Agreement, a Liquidity Facility or a Guarantee, for any of the following purposes:

(1) to provide for the formation of a Trust, the issuance of a series of Certificates and other matters contemplated by Section 2.01(b) or to add, or to change or eliminate, any provision effecting a series of Certificates not yet issued, including to make appropriate provisions for a Guarantee; or

(2) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company herein contained or of the Company's obligations under any Intercreditor Agreement, any Note Purchase Agreement, or any Liquidity Facility or, if applicable, to evidence the succession of another Person to the Parent and the assumption by any such successor of the covenants of the Parent contained in this Agreement or of the Parent's obligations under any Guarantee; or

(3) to add to the covenants of the Company or the Parent for the benefit of the Certificateholders of any series, or to surrender any right or power conferred upon the Company or the Parent in this Agreement, any Note Purchase Agreement, any Intercreditor Agreement, any Liquidity Facility or any Guarantee; or

(4) to correct or supplement any provision in this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee which may be defective or inconsistent with any other provision herein or therein or to cure any ambiguity or to modify any other provision with respect to matters or questions arising under this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee, provided, however, that any such action shall not materially adversely affect the interests of the Certificateholders of any series; to correct any mistake in this Agreement, any Intercreditor Agreement, any

Note Purchase Agreement, any Liquidity Facility or any Guarantee; or, as provided in any Intercreditor Agreement, to give effect to or provide for a Replacement Liquidity Facility (as defined in such Intercreditor Agreement); or

(5) to comply with any requirement of the SEC, any applicable law, rules or regulations of any exchange or quotation system on which the Certificates of any series are listed or of any regulatory body; or

(6) to modify, eliminate or add to the provisions of this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee to such extent as shall be necessary to continue or obtain the qualification of this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee under the Trust Indenture Act or under any similar Federal statute hereafter enacted, and to add to this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee such other provisions as may be expressly permitted by the Trust Indenture Act, excluding, however, the provisions referred to in Section 316(a)(2) of the Trust Indenture Act as in effect at the date as of which this Basic Agreement was executed or any corresponding provision in any similar Federal statute hereafter enacted; or

(7) to evidence and provide for the acceptance of appointment under this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee by a successor Trustee with respect to one or more Trusts and to add to or change any of the provisions of this Agreement, any Intercreditor Agreement, any Note Purchase Agreement, any Liquidity Facility or any Guarantee as shall be necessary to provide for or facilitate the administration of the Trust, pursuant to the requirements of Section 7.10; or

(8) to provide the information required under Section 7.12 and Section 12.04 as to the Trustee; or

(9) to add to or change any of the provisions of the Certificate of any series or this Agreement to such extent as shall be necessary to facilitate the issuance of Certificates of such series in bearer form or to facilitate or provide for the issuance of Certificates of such series in global form in addition to or in place of Certificates in certificated form; or

(10) to provide for the delivery of agreements supplemental to this Agreement or the Certificates of any series in or by any means of any computerized, electronic or other medium, including without limitation by computer diskette; or

(11) to correct or supplement the description of any property constituting property of the Trust; or

(12) to modify, eliminate or add to the provisions of this Basic Agreement, any Trust Supplement or any applicable Note Purchase Agreement in order to reflect the substitution of a Substitute Aircraft for any Aircraft; or

(13) to comply with any requirement of the SEC in connection with the qualification of this Agreement, any Guarantee or any other agreement or instrument related to the Certificates of any series under the Trust Indenture Act; or

(14) to make any other amendments or modifications hereto, provided, however, that such amendments or modifications shall apply to Certificates of any series to be thereafter issued;

provided, however, that no such supplemental agreement shall adversely affect the status of any Trust as a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986, as amended, for U.S. federal income tax purposes.

Section 9.02. Supplemental Agreements with Consent of Certificateholders. With respect to each separate Trust and the series of Certificates relating thereto, with the consent of the Certificateholders holding Certificates of such series (including consents obtained in connection with a tender offer or exchange offer for the Certificates) evidencing Fractional Undivided Interests aggregating not less than a majority in interest in such Trust, by Direction of said Certificateholders delivered to the Company and the Trustee, the Company, and, if applicable, the Parent may, but shall not be obligated to, and the Trustee (subject to Section 9.03) shall, enter into an agreement or agreements supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement, any Intercreditor Agreement, any Liquidity Facility or any Guarantee to the extent applicable to such Certificateholders or of modifying in any manner the rights and obligations of such Certificateholders under this Agreement, any Intercreditor Agreement, any Liquidity Facility or any Guarantee; provided, however, that no such agreement shall, without the consent of the Certificateholder of each Outstanding Certificate adversely affected thereby:

(1) reduce in any manner the amount of, or delay the timing of, any receipt by the Trustee of payments on the Equipment Notes held in such Trust or distributions that are required to be made herein on any Certificate of such series, or change any date of payment on any Certificate of such series, or change the place of payment where, or the coin or currency in which, any Certificate of such series is payable (other than as provided for in such Certificate), or impair the right to institute suit for the enforcement of any such payment or distribution on or after the Regular Distribution Date or Special Distribution Date applicable thereto; or

(2) permit the disposition of any Equipment Note included in the Trust Property of such Trust except as permitted by this Agreement or any Intercreditor Agreement, or otherwise deprive such Certificateholder of the benefit of the ownership of the Equipment Notes in such Trust; or

(3) alter the priority of distributions specified in the relevant Intercreditor Agreement, if any, in a manner materially adverse to the interests of the Certificateholders of such series; or

(4) reduce the specified percentage of the aggregate Fractional Undivided Interests of such Trust that is required for any such supplemental agreement, or reduce

such specified percentage required for any waiver (of compliance with certain provisions of this Agreement or certain defaults hereunder and their consequences) provided for in this Agreement; or

(5) modify any of the provisions of this Section 9.02 or Section 6.05, except to increase any such percentage or to provide that certain other provisions of this Agreement cannot be modified or waived without the consent of the Certificateholder of each Certificate of such series affected thereby;

(6) adversely affect the status of any Trust as a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986, as amended, for U.S. federal income tax purposes; or

(7) if a Guarantee is issued guaranteeing the Equipment Notes held in such Trust or any Leases related to Equipment Notes to be acquired and held in such Trust, modify such Guarantee in a manner materially adverse to the interests of the Certificateholders of such series.

It shall not be necessary for any Direction of such Certificateholders under this Section 9.02 to approve the particular form of any proposed supplemental agreement, but it shall be sufficient if such Direction shall approve the substance thereof.

Section 9.03. Documents Affecting Immunity or Indemnity. If in the opinion of the Trustee any document required to be executed by it pursuant to the terms of Section 9.01 or 9.02 affects any interest, right, duty, immunity or indemnity in favor of the Trustee under this Basic Agreement or any Trust Supplement, the Trustee may in its discretion decline to execute such document.

Section 9.04. Execution of Supplemental Agreements. In executing, or accepting the additional trusts created by, any supplemental agreement permitted by this Article IX or the modifications thereby of the trusts created by this Agreement, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental agreement is authorized or permitted by this Agreement.

Section 9.05. Effect of Supplemental Agreements. Upon the execution of any agreement supplemental to this Agreement under this Article IX, this Agreement shall be modified in accordance therewith, and such supplemental agreement shall form a part of this Agreement for all purposes; and every Certificateholder of each series theretofore or thereafter authenticated and delivered hereunder shall be bound thereby to the extent applicable to such series.

Section 9.06. Conformity with Trust Indenture Act. Every supplemental agreement executed pursuant to this Article IX shall conform to the requirements of the Trust Indenture Act as then in effect.

Section 9.07. Reference in Certificates to Supplemental Agreements. Certificates of each series authenticated and delivered after the execution of any supplemental agreement applicable to such series pursuant to this Article IX may bear a notation in form

approved by the Trustee as to any matter provided for in such supplemental agreement; and, in such case, suitable notation may be made upon Outstanding Certificates of such series after proper presentation and demand.

ARTICLE X

AMENDMENTS TO INDENTURES AND OTHER NOTE DOCUMENTS

Section 10.01. Amendments and Supplements to Indentures and Other Note Documents. In the event that the Trustee, as holder (or beneficial owner through the Subordination Agent) of any Equipment Notes (or as a prospective purchaser of any Postponed Notes) in trust for the benefit of the Certificateholders of any series or as Controlling Party under an Intercreditor Agreement, receives (directly or indirectly through the Subordination Agent) a request for a consent to any amendment, modification, waiver or supplement under any Indenture, other Note Document or any other related document, the Trustee shall forthwith send a notice of such proposed amendment, modification, waiver or supplement to each Certificateholder of such series registered on the Register as of the date of such notice. The Trustee shall request from the Certificateholders of such series a Direction as to (a) whether or not to take or refrain from taking (or direct the Subordination Agent to take or refrain from taking) any action which a holder of (or, with respect to Postponed Notes, a prospective purchaser of) such Equipment Note or a Controlling Party has the option to direct, (b) whether or not to give or execute (or direct the Subordination Agent to give or execute) any waivers, consents, amendments, modifications or supplements as a holder of (or, with respect to Postponed Notes, a prospective purchaser of) such Equipment Note or a Controlling Party and (c) how to vote (or direct the Subordination Agent to vote) any Equipment Note (or, with respect to a Postponed Note, its commitment to acquire such Postponed Note) if a vote has been called for with respect thereto. Provided such a request for Certificateholder Direction shall have been made, in directing any action or casting any vote or giving any consent as the holder of any Equipment Note (or in directing the Subordination Agent in any of the foregoing), (i) other than as Controlling Party, the Trustee shall vote for or give consent to any such action with respect to such Equipment Note (or Postponed Note) in the same proportion as that of (A) the aggregate face amount of all Certificates actually voted in favor of or for giving consent to such action by such Direction of Certificateholders to (B) the aggregate face amount of all Outstanding Certificates and (ii) as Controlling Party, the Trustee shall vote as directed in such Certificateholder Direction by the Certificateholders of such series evidencing a Fractional Undivided Interest aggregating not less than a majority in interest in the Trust. For purposes of the immediately preceding sentence, a Certificate shall have been "actually voted" if the Holder of such Certificate has delivered to the Trustee an instrument evidencing such Holder's consent to such Direction prior to one Business Day before the Trustee directs such action or casts such vote or gives such consent. Notwithstanding the foregoing, but subject to Section 6.04 and any Intercreditor Agreement, the Trustee may, with respect to the Certificates of any series, in its own discretion and at its own direction, consent and notify the relevant Loan Trustee of such consent (or direct the Subordination Agent to consent and notify the Loan Trustee of such consent) to any amendment, modification, waiver or supplement under any related Indenture or any other related Note Document if an Event of Default hereunder shall have occurred and be continuing or if such amendment, modification, waiver or supplement will not materially adversely affect the interests of the Certificateholders of such series.

ARTICLE XI

TERMINATION OF TRUSTS

Section 11.01. Termination of the Trusts. In respect of each Trust created by the Basic Agreement as supplemented by a related Trust Supplement, the respective obligations and responsibilities of the Company and the Trustee and, if applicable, the Parent, with respect to such Trust shall terminate upon the distribution to all Holders of Certificates of the series of such Trust and the Trustee of all amounts required to be distributed to them pursuant to this Agreement and the disposition of all property held as part of the Trust Property of such Trust; provided, however, that in no event shall such Trust continue beyond 21 years less one day following the death of the last survivor of all descendants living on the date hereof of Joseph P. Kennedy, Sr., unless applicable law shall permit a longer term, in which case such longer term shall apply.

Notice of any termination of a Trust, specifying the applicable Regular Distribution Date (or applicable Special Distribution Date, as the case may be) upon which the Certificateholders of any series may surrender their Certificates to the Trustee for payment of the final distribution and cancellation, shall be mailed promptly by the Trustee to Certificateholders of such series not earlier than the minimum number of days and not later than the maximum number of days specified therefor in the related Trust Supplement preceding such final distribution specifying (A) the Regular Distribution Date (or Special Distribution Date, as the case may be) upon which the proposed final payment of the Certificates of such series will be made upon presentation and surrender of Certificates of such series at the office or agency of the Trustee therein specified, (B) the amount of any such proposed final payment, and (C) that the Record Date otherwise applicable to such Regular Distribution Date (or Special Distribution Date, as the case may be) is not applicable, payments being made only upon presentation and surrender of the Certificates of such series at the office or agency of the Trustee therein specified. The Trustee shall give such notice to the Registrar at the time such notice is given to Certificateholders of such series. Upon presentation and surrender of the Certificates of such series in accordance with such notice, the Trustee shall cause to be distributed to Certificateholders of such series amounts distributable on such Regular Distribution Date (or Special Distribution Date, as the case may be) pursuant to Section 4.02.

In the event that all of the Certificateholders of such series shall not surrender their Certificates for cancellation within six months after the date specified in the above-mentioned written notice, the Trustee shall give a second written notice to the remaining Certificateholders of such series to surrender their Certificates for cancellation and receive the final distribution with respect thereto. No additional interest shall accrue on the Certificates of such series after any Regular Distribution Date (or Special Distribution Date, as the case may be) of such series, as specified in the first written notice. In the event that any money held by the Trustee for the payment of distributions on the Certificates of such series shall remain unclaimed for two years (or such lesser time as the Trustee shall be satisfied, after 60 days' notice from the Company, is one month prior to the escheat period provided under applicable law) after the final distribution date with respect thereto, the Trustee shall pay to each Loan Trustee the appropriate amount of money relating to such Loan Trustee and shall give written notice thereof to any related Owner Trustees and the Company.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Limitation on Rights of Certificateholders. (a) The insolvency, death or incapacity of any Certificateholder of any series shall not operate to terminate this Agreement or the related Trust, nor entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or commence any proceeding in any court for a partition or winding up of the Trust, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them. No Certificateholder of any series shall be entitled to revoke the related Trust.

(b) No transfer, by operation of law or otherwise, of any Certificate or other right, title and interest of any Certificateholder in and to the applicable Trust Property or under the related Trust shall operate to terminate the Trust or entitle such Certificateholder or any successor or transferee of such Certificateholder to an accounting or to the transfer to it of legal title to any part of such Trust Property.

Section 12.02. Certificates Nonassessable and Fully Paid. Except as set forth in the last sentence of this Section 12.02, Certificateholders of each series shall not be personally liable for obligations of the related Trust, the Fractional Undivided Interests represented by the Certificates of such series shall be nonassessable for any losses or expenses of such Trust or for any reason whatsoever, and Certificates of such series upon authentication thereof by the Trustee pursuant to Section 3.02 are and shall be deemed fully paid. No Certificateholder of such series shall have any right (except as expressly provided herein) to vote or in any manner otherwise control the operation and management of the related Trust Property, the related Trust, or the obligations of the parties hereto, nor shall anything set forth herein, or contained in the terms of the Certificates of such series, be construed so as to constitute the Certificateholders of such series from time to time as partners or members of an association. Neither the existence of the Trust nor any provision in this Agreement is intended to or shall limit the liability the Certificateholders would otherwise incur if the Certificateholders owned Trust Property as co-owners, or incurred any obligations of the Trust, directly rather than through the Trust.

Section 12.03. Registration of Equipment Notes in Name of Subordination Agent. If a Trust is party to an Intercreditor Agreement, the Trustee agrees that all Equipment Notes to be purchased by such Trust may be issued in the name of the Subordination Agent under such Intercreditor Agreement or its nominee and held by such Subordination Agent in trust for the benefit of the Certificateholders, or, if not so held, such Subordination Agent or its nominee shall be reflected as the owner of such Equipment Notes in the register of the issuer of such Equipment Notes.

Section 12.04. Notices. (a) Unless otherwise specifically provided or permitted herein or in the applicable Trust Supplement with respect to any Trust, all notices required or permitted under the terms and provisions of this Basic Agreement or such Trust Supplement with respect to such Trust shall be in English and in writing, and any such notice may be given by United States mail, courier service or facsimile, or any other customary means of communication, and any such notice shall be effective when delivered or received or, if mailed,

three days after deposit in the United States mail with proper postage for ordinary mail prepaid, and if delivered by facsimile, upon completion of transmission and confirmation by the sender (by a telephone call to a representative of the recipient or by machine confirmation) that the transmission was received),

if to the Company:

US Airways, Inc.
111 West Rio Salado Parkway
Tempe, AZ 85281
Attention: Treasurer
Telephone: ###
Facsimile: ###

with a copy to the attention of the Company's Office
of the General Counsel at the same address:

Attention: Aircraft Counsel
Facsimile: ###

if to the Trustee:

Wilmington Trust Company, as Trustee
100 North Market Street
Wilmington, DE 19890-1605
Attention: Corporate Trust Administration
Telephone: ###
Facsimile: ###

(b) The Company or the Trustee, by notice to the other, may designate additional or different addresses for subsequent notices or communications.

(c) Any notice or communication to Certificateholders of any series shall be mailed by first-class mail to the addresses for Certificateholders of such series shown on the Register kept by the Registrar and to addresses filed with the Trustee for Certificate Owners of such series; provided, however, that if The Depository Trust Company, or Cede & Co., as its nominee, is the sole Certificateholder of record, such notices or communications need only be sent to The Depository Trust Company and may be sent by any means permitted under subsection (a) above. Failure so to mail a notice or communication or any defect in such notice or communication shall not affect its sufficiency with respect to other Certificateholders or Certificate Owners of such series.

(d) If a notice or communication is mailed in the manner provided above within the time prescribed, it is conclusively presumed to have been duly given, whether or not the addressee receives it.

(e) If the Company mails a notice or communication to the Certificateholders of such series, it shall mail a copy to the Trustee and to each Paying Agent for such series at the same time.

(f) Notwithstanding the foregoing, all communications or notices to the Trustee shall be deemed to be given only when received by a Responsible Officer of the Trustee.

(g) The Trustee shall promptly furnish the Company with a copy of any report, demand, notice or written communication received by the Trustee hereunder from, or sent or furnished by the Trustee hereunder to, any Certificateholder, Owner Trustee, Loan Trustee, Liquidity Provider, Subordination Agent or other Person.

Section 12.05. Governing Law and Venue; Waiver of Jury Trial. (a) THIS BASIC AGREEMENT, TOGETHER WITH ALL TRUST SUPPLEMENTS AND CERTIFICATES (UNLESS SPECIFIED OTHERWISE IN A TRUST SUPPLEMENT), SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State of New York, solely in respect of the interpretation and enforcement of the provisions of this Basic Agreement and of the documents referred to in this Basic Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Basic Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determine in such courts. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and consent to the jurisdiction of any such court over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12.04 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS BASIC AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS BASIC AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND

(iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.05.

Section 12.06. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or the related Trust, or of the Certificates of such series or the rights of the Certificateholders thereof.

Section 12.07. Trust Indenture Act Controls. This Agreement is subject to the provisions of the Trust Indenture Act and shall, to the extent applicable, be governed by such provisions. If any provision of this Agreement limits, qualifies or conflicts with another provision which is required to be included in this Agreement by the Trust Indenture Act, the required provision shall control.

Section 12.08. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.09. Successors and Assigns. All covenants, agreements, representations and warranties in this Agreement by the Trustee and the Company shall bind and, to the extent permitted hereby, shall inure to the benefit of and be enforceable by their respective successors and assigns, whether so expressed or not. Any request, notice, direction, consent, waiver or other instrument or action by any Certificateholder shall bind the successors and assigns of such Certificateholder.

Section 12.10. Benefits of Agreement. Nothing in this Agreement or in the Certificates of any series, express or implied, shall give to any Person, other than the parties to this Agreement and their successors under this Agreement, and the Certificateholders of each series, any benefit or any legal or equitable right, remedy or claim under this Agreement, except as provided expressly herein.

Section 12.11. Legal Holidays. In any case where any Regular Distribution Date or Special Distribution Date relating to any Certificate of any series shall not be a Business Day with respect to such series, then (notwithstanding any other provision of this Agreement) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on such Regular Distribution Date or Special Distribution Date, and no interest shall accrue during the intervening period.

Section 12.12. Counterparts. For the purpose of facilitating the execution of this Agreement and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts shall constitute but one and the same instrument.

Section 12.13. Communication by Certificateholders with Other Certificateholders. Certificateholders of any series may communicate with other

Certificateholders of such series with respect to their rights under this Basic Agreement, the related Trust Supplement or the Certificates of such series pursuant to Section 312(b) of the Trust Indenture Act. The Company, the Trustee and any and all other persons benefited by this Agreement shall have the protection afforded by Section 312(c) of the Trust Indenture Act.

Section 12.14. Intention of Parties. The parties to this Agreement intend that each Trust be classified for U.S. federal income tax purposes as a grantor trust under Subpart E, Part I of Subchapter J of the Internal Revenue Code of 1986, as amended, and not as a trust or association taxable as a corporation or as a partnership. The powers granted and obligations undertaken pursuant to this Agreement shall be construed so as to further such intent.

Section 12.15. No Recourse Against Others. No past, present or future director, officer, employee, agent, member, manager, trustee or stockholder, as such, of the Company, the Parent or any successor Person or any Affiliate of any thereof shall have any liability for any obligations of the Company, the Parent or any successor Person or any Affiliate of any thereof, either directly or through the Company, the Parent or any successor Person or any Affiliate of any thereof, under the Certificates, this Agreement or any Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation, whether by virtue of any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise. By accepting a Certificate, each Certificateholder agrees to the provisions of this Section 12.15 and waives and releases all such liability. Such waiver and release shall be part of the consideration for the issue of the Certificates.

DEPOSIT AGREEMENT
(Class C(R))

Dated as of May 15, 2018

between

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Escrow Agent

and

NATIXIS S.A., ACTING THROUGH ITS NEW YORK BRANCH,

as Depositary

Deposit Agreement (Class C(R))
(American Airlines 2012-2 Aircraft EETC)

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**ANY DEPOSIT HEREUNDER IS NOT INSURED BY THE FEDERAL DEPOSIT
INSURANCE CORPORATION**

**DEPOSIT AGREEMENT
(Class C(R))**

This DEPOSIT AGREEMENT (Class C(R)), dated as of May 15, 2018 (as amended, modified or supplemented from time to time, this "Agreement"), is made by and between WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Escrow Agent under the Escrow and Paying Agent Agreement referred to below (in such capacity, together with its successors in such capacity, the "Escrow Agent"), and NATIXIS S.A., ACTING THROUGH ITS NEW YORK BRANCH, as depositary bank (the "Depositary").

W I T N E S S E T H:

WHEREAS, American Airlines, Inc. ("American") and Wilmington Trust Company, not in its individual capacity except as otherwise expressly provided therein, but solely as trustee (in such capacity, together with its successors in such capacity, the "Pass Through Trustee"), have entered into a Trust Supplement No. 2012-2C(R), dated as of May 15, 2018 (the "Trust Supplement"), to the Pass Through Trust Agreement, dated as of September 16, 2014 (together, as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Pass Through Trust Agreement"), relating to American Airlines, Inc. Pass Through Trust 2012-2C(R) pursuant to which the American Airlines, Inc. Pass Through Trust, Series 2012-2C(R) Certificates referred to therein (the "Certificates") are being issued (the date of such issuance, the "Issuance Date");

WHEREAS, Deutsche Bank Securities Inc. as the underwriter of the Certificates (the "Underwriter" and, together with its transferees and assigns as registered owners of the Certificates, the "Investors") and American have entered into an Underwriting Agreement, dated as of May 1, 2018, pursuant to which the Pass Through Trustee will issue and sell the Certificates to the Underwriter;

WHEREAS, American, the Pass Through Trustee and certain other persons named therein concurrently herewith are entering into the Series C(R) Note Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Note Purchase Agreement"), pursuant to which the Pass Through Trustee has agreed to acquire on or prior to the Class C(R) Certificate Financing Termination Date (as defined in the Note Purchase Agreement) equipment notes (the "Equipment Notes") issued in respect of aircraft owned by American and use the proceeds from the sale of the Certificates (the "Net Proceeds") to repay the existing Series C Equipment Notes;

WHEREAS, the Escrow Agent, the Underwriter, the Pass Through Trustee and Wilmington Trust Company, as paying agent for the Escrow Agent (in such capacity, together with its successors in such capacity, the "Paying Agent"), concurrently herewith are entering into the Escrow and Paying Agent Agreement (Class C(R)), dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Escrow and Paying Agent Agreement");

Deposit Agreement (Class C(R))
(American Airlines 2012-2 Aircraft EETC)

WHEREAS, the Underwriter and the Pass Through Trustee intend that the Net Proceeds be held in escrow by the Escrow Agent on behalf of the Investors pursuant to the Escrow and Paying Agent Agreement, subject to withdrawal upon request of and proper certification by the Pass Through Trustee for the purpose of purchasing Equipment Notes, and that pending such withdrawal the Net Proceeds held for the benefit of the Escrow Agent in the Accounts (as defined below) established for such purposes pursuant to this Agreement;

WHEREAS, this Agreement provides, inter alia, for (i) the establishment of the Accounts (as defined below) at the Depository; (ii) the deposit to the respective Accounts of the Deposits (as defined below) (iii) the Depository to pay interest for distribution to the Investors pursuant to the terms and conditions hereof; and (iv) the withdrawal of funds from the respective Accounts at the direction of the Escrow Agent pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Escrow Agent wishes to appoint Natixis S.A., acting through its New York Branch as Depository pursuant to this Agreement and Natixis S.A., acting through its New York Branch is willing to accept such appointment upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Acceptance of Depository; Establishment of Accounts.

Section 1.1. Appointment of Depository; Location of Accounts. The Escrow Agent hereby appoints the Depository, effective as of the date hereof, to have all the rights, powers and duties set forth herein on the part of the Depository. The Accounts will be domiciled in the office of the Depository located at 1251 Avenue of the Americas, New York, New York 10020, or at such address within the United States as the Depository may designate from time to time by written notice to the Escrow Agent, the Pass Through Trustee and American.

Section 1.2. Acceptance of Depository. The Depository hereby agrees to act as depository bank as provided herein and in connection therewith to accept all amounts to be delivered to or held by the Depository pursuant to the terms of this Agreement. The Depository further agrees to hold, maintain and safeguard the Deposits and the Accounts (as defined below) during the term of this Agreement in accordance with the provisions of this Agreement. The Escrow Agent shall not have any right to withdraw, assign or otherwise transfer moneys held in the Accounts except as permitted by this Agreement.

Section 1.3. Establishment of Accounts. The Escrow Agent hereby instructs the Depository, and the Depository agrees, to establish the separate deposit accounts listed on Schedule I hereto (each, an "Account" and collectively, the "Accounts"), each in the name of the Escrow Agent and all on the terms and conditions set forth in this Agreement. The Depository shall establish and maintain all Accounts at a branch of the Depository located in the United States.

SECTION 2. Deposit Mechanics.

Section 2.1. Deposits. (a) The Escrow Agent shall direct the Underwriter to deposit the sum of \$99,297,000 (the "Initial Deposit Amount") on the date of this Agreement (the "Deposit Date") with the Depository in trust for the benefit of the Escrow Agent in immediately available funds by wire transfer to: Federal Reserve Bank of New York, ABA No. ### for the account of Natixis New York, Account Number: ###, Attention: Natixis Treasury, Reference: American Airlines 2012-2C(R) Initial Deposit. The Depository shall accept from the Underwriter, for the benefit of the Escrow Agent, such Initial Deposit Amount.

(b) Upon receipt of the Initial Deposit Amount, the Depository shall credit to the relevant Accounts, from the proceeds of the Initial Deposit Amount, deposits in the amounts specified on Schedule I hereto maturing in accordance with this Agreement on the Outside Termination Date. Each deposit described in the preceding sentence, is individually, a "Deposit" and, collectively, the "Deposits"). No amount shall be deposited in any Account other than the related Deposit.

Section 2.2. Interest. The Deposits shall bear interest from and including the date of deposit to but excluding the date of withdrawal at the rate of 4.70% per annum (computed on the basis of a 360-day year of twelve 30-day months), calculated assuming a notional aggregate amount of \$100,000,000 for such Deposits, payable by the Depository to the Paying Agent on behalf of the Escrow Agent in arrears on the Interest Payment Date (as defined below), on the date of any Final Withdrawal or on each date of any Replacement Withdrawal (as defined below), as applicable, all in accordance with the terms of this Agreement. As used in this Agreement, the term "Interest Payment Date", with respect to each Deposit that, as of any date of determination, has not been withdrawn pursuant to a Final Withdrawal or a Replacement Withdrawal, shall mean each of June 3 and December 3 commencing on June 3, 2018. All interest paid pursuant to this Agreement shall be non-compounding.

Section 2.3. Withdrawals.

- (a) [Reserved]
- (b) [Reserved]
- (c) Final Withdrawal; Replacement Withdrawal.

(i) The Escrow Agent may, by providing at least 15 days' prior notice of withdrawal to the Depository in the form of Exhibit A hereto (a "Notice of Final Withdrawal"), withdraw (x) the entire amount of all of the remaining Deposits together with (y) all accrued and unpaid interest on such Deposits to but excluding the specified date of such withdrawal (such withdrawal of the amounts set forth in the immediately preceding clauses (x) and (y), the "Final Withdrawal"), on such date as shall be specified in such Notice of Final Withdrawal. If a Notice of Final Withdrawal has not been given to the Depository on or before the Outside Termination Date (as defined below) and there are unwithdrawn Deposits on such date, the Depository shall pay the amount of the Final Withdrawal to the Paying Agent on the

Outside Termination Date. Following the Final Withdrawal of any Deposit, the balance in the related Account shall be reduced to zero and the Depository shall close such Account. As used in this Agreement, the term “Outside Termination Date” shall mean June 3, 2018.

(ii) The Escrow Agent may, by providing at least five Business Days’ prior notice of withdrawal to the Depository in the form of Exhibit B hereto (a “Notice of Replacement Withdrawal”), withdraw with respect to all Deposits then held by the Depository, (1) the entire amount of such Deposits together with (2) all accrued and unpaid interest on such Deposits to but excluding the specified date of such Replacement Withdrawal (as defined below) (such withdrawal of the amounts set forth in the immediately preceding clauses (1) and (2), the “Replacement Withdrawal”), on such date as shall be specified in such Notice of Replacement Withdrawal. As used in this Agreement, “Business Day” shall mean any day, other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close in New York, New York, Phoenix, Arizona or Wilmington, Delaware.

(d) Compliance with Withdrawal Notices. If the Depository receives a duly completed Notice of Final Withdrawal or Notice of Replacement Withdrawal (each, a “Withdrawal Notice”) complying with the provisions of this Agreement, it shall make the payments specified therein in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Depository be required, pursuant to any Withdrawal Notice or otherwise, to make payments hereunder on or in respect of any Deposit in excess of the amount of such Deposit together with accrued interest thereon as provided in this Agreement.

SECTION 3. Termination. This Agreement shall terminate on the fifth Business Day after the later of the date on which (i) all of the Deposits shall have been withdrawn and paid as provided herein and (ii) all accrued and unpaid interest on the Deposits shall have been paid as provided herein, but in no event prior to the date on which the Depository shall have performed in full its obligations hereunder.

SECTION 4. Payments. All payments made by the Depository hereunder shall be paid in United States Dollars and immediately available funds by wire transfer (i) in the case of accrued and unpaid interest on the Deposits payable under Section 2.2 hereof or any Final Withdrawal, directly to the Paying Agent at Wilmington Trust Company, Wilmington, Delaware, ABA# ###, Corporate Trust, Account No. ###, Reference: American Airlines 2012-2C(R) EETC, or to such other account as the Paying Agent may direct from time to time in writing to the Depository and the Escrow Agent, and (ii) in the case of any withdrawal of one or more Deposits pursuant to a Notice of Replacement Withdrawal, directly to or as directed by the Pass Through Trustee as specified and in the manner provided in such Notice of Replacement Withdrawal. The Depository hereby waives any and all rights of set-off, combination of accounts, right of retention or similar right (whether arising under applicable law, contract or otherwise) it may have against the Deposits howsoever arising. To the extent permitted by applicable law and except as expressly provided below, all payments on or in respect of each Deposit shall be made free and clear of and without reduction for or on account of any and all taxes, levies or other impositions or charges (collectively, “Taxes”). However, if the Depository shall be required by law (or if the Paying Agent shall have notified the Depository that, pursuant

to Section 2.04 of the Escrow and Paying Agent Agreement, the Paying Agent is required by law) to deduct or withhold any Taxes from or in respect of any sum payable hereunder (provided that such written notice shall specify the required deductions and withholdings and direct the Depository to give effect to such notice), the Depository shall (i) make, or cause to be made, such deductions or withholding and (ii) timely pay, or cause to be paid, to the appropriate authority the full amount deducted or withheld and timely file all reports and returns relating to such deductions or withholdings and payment thereof in accordance with applicable law. If the date on which any payment due on any Deposit would otherwise fall on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day, and no additional interest shall accrue in respect of such extension.

SECTION 5. Representation and Warranties. The Depository hereby represents and warrants to American, the Escrow Agent, the Pass Through Trustee and the Paying Agent that:

(a) it is a national banking association duly organized and validly existing in good standing under the laws of the United States and is duly licensed to conduct banking and trust business in the State of New York;

(b) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate action on the part of it and do not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof;

(d) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement;

(e) neither the execution, delivery or performance by it of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or results or will result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or of any indenture, mortgage or contract or other material agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(f) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely

determined, (i) would adversely affect the ability of it to perform its obligations under this Agreement or (ii) would call into question or challenge the validity of this Agreement or the enforceability hereof in accordance with the terms hereof, nor is it in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement.

SECTION 6. Transfer. No party hereto shall be entitled to assign or otherwise transfer this Agreement (or any interest herein) other than (i) in the case of the Escrow Agent, to a successor escrow agent under, and in accordance with, the Escrow and Paying Agent Agreement, and (ii) in the case of the Depository, to a bank (as defined in the Securities Act of 1933, as amended from time to time, for purposes of Section 3(a)(2) thereof) into which the Depository shall merge or with which the Depository shall be consolidated. Any purported assignment in violation of the immediately preceding sentence shall be void; provided that the Depository may be replaced pursuant and subject to Section 4(a)(vi) of the Note Purchase Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and (in the case of the Escrow Agent) permitted assigns. The Depository agrees to cause any bank into which the Depository shall merge or with which the Depository shall be consolidated to deliver to the Escrow Agent an agreement containing the express assumption by such successor bank as of the effective date of such merger or consolidation, as applicable, of the due and punctual performance and observance of each covenant and condition of this Agreement unless such assumption shall be effective as a matter of law even in the absence of such agreement.

SECTION 7. Amendment, Etc. This Agreement may not be amended, waived or otherwise modified except by an instrument in writing signed by each of the Depository and the Escrow Agent to which the Pass Through Trustee has provided its written consent.

SECTION 8. Notices. Unless otherwise expressly provided herein, any notice or other communication under this Agreement shall be in English and in writing, and given by United States registered or certified mail, return receipt requested, overnight courier service or facsimile or electronic mail, and any such notice shall be effective when received. All notices shall be sent to (x) in the case of the Depository, Natixis S.A., acting through its New York Branch, as depository, 1251 Avenue of the Americas, New York, New York 10020, Attention: ###, E-mail: ###, Attention: ###, E-mail: ###, Attention: ###, E-mail: ###, Telecopier: ###, or (y) in the case of the Escrow Agent, Wilmington Trust, National Association, 1100 North Market Street, Wilmington, Delaware 19890, Reference: American Airlines 2012-2C(R) EETC, Attention: ### (Telephone: ###; Telecopier: ###), in each case, with a copy to the Pass Through Trustee, Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-1605, Reference: American Airlines 2012-2C(R) EETC, Attention: ### (Telephone: ###; Telecopier: ###) and to American, American Airlines, Inc., 4333 Amon Carter Boulevard, Mail Drop 5662, Fort Worth, Texas 76155, Reference: American Airlines 2012-2C(R) EETC, Attention: ### (Telephone: ###; Telecopier: ###) (or at such other address as any such party may specify from time to time in a written notice to the parties hereto). On or prior to the execution of this Agreement, the Escrow Agent has delivered to the Depository a certificate containing specimen signatures of the representatives of the Escrow Agent who are authorized to give notices and instructions with respect to this Agreement. The Depository may conclusively rely on such certificate until the Depository receives written notice from the Escrow Agent to the contrary.

SECTION 9. Obligations Unconditional. The Depositary hereby acknowledges and agrees that its obligation to repay each Deposit together with interest thereon as provided herein is absolute, irrevocable and unconditional and constitutes a full recourse obligation of the Depositary enforceable against it to the full extent of all of its assets and properties.

SECTION 10. Entire Agreement; Conflicts. This Agreement (including all attachments hereto) sets forth all of the promises, covenants, agreements, conditions and understandings between the Depositary and the Escrow Agent with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written. In the event of any conflict or inconsistency between any provision of this Agreement and a provision in any other document, the provisions of this Agreement shall control.

SECTION 11. Governing Law. This Agreement, and the rights and obligations of the Depositary and the Escrow Agent with respect to the Deposits, shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflict of law principals that would result in the application of any law other than the law of the State of New York and subject to the provisions of Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be modified and supplemented and in effect from time to time, without giving effect to the conflict of laws principles thereof.

SECTION 12. Submission to Non-Exclusive Jurisdiction in New York. Each of the parties hereto, to the extent it may do so under applicable law, hereby (a) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of New York sitting in the City of New York and to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, or their successors or permitted assigns, (b) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts, (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to each party hereto at its address set forth in Section 8 hereof, or at such other address of which the other parties shall have been notified pursuant thereto; and (d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

SECTION 13. Waiver of Jury Trial Right. EACH OF THE DEPOSITARY AND THE ESCROW AGENT ACKNOWLEDGES AND ACCEPTS THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SUCH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

SECTION 14. Counterparts. This Agreement may be executed in any number of counterparts (and each party shall not be required to execute the same counterpart). Each counterpart of this Agreement including a signature page or pages executed by each of the parties hereto shall be an original counterpart of this Agreement, but all of such counterparts together constitute one instrument. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

SECTION 15. Tax Matters.

(a) The Escrow Agent has provided the Depository with its fully executed U.S. Internal Revenue Service (“IRS”) Form W-9, showing a complete exemption from U.S. federal withholding tax and backup withholding, together with any other documentation and information reasonably requested by the Depository and required to satisfy its tax reporting obligations to the IRS. The Escrow Agent represents that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered form. Any U.S. federal, state or local income or franchise tax returns required to be filed with respect to the Deposits or any income earned by the Deposits will, to the greatest extent permitted by applicable law, be prepared and filed by the Escrow Agent with the IRS and any other taxing authority as required by law.

(b) The Escrow Agent acknowledges and agrees that the Depository shall have no responsibility for the preparation and/or filing of any U.S. federal, state or local income, franchise or other tax return with respect to the Deposits or any income earned by the Deposits other than any such responsibility that cannot be assigned to, or assumed by the Escrow Agent under applicable law.

(c) The rights and obligations of the Depository and the Escrow Agent under this Section 15 shall survive the termination of this Agreement or the resignation or removal of the Depository or the Escrow Agent, as the case may be.

SECTION 16. Rights of Receiptholders. The Depository acknowledges that, if the Depository shall fail to pay when due hereunder any interest on the Deposits or to pay when due hereunder any Final Withdrawal or any Replacement Withdrawal, each Receiptholder (as defined below) shall have the right (individually and without the need for any other action of any person, including the Escrow Agent or any other Receiptholder) to claim directly against the Depository, by making a demand to the Depository or by bringing suit to enforce any rights the Escrow Agent may have under this Agreement, in respect of amounts that would have been distributed to such Receiptholder pursuant to the Escrow and Paying Agent Agreement, and that any such claim shall not be subject to defenses that the Depository may have against the Escrow Agent. As used in this Agreement, the term “Receiptholder” shall have the meaning assigned to such term in the Escrow and Paying Agent Agreement.

SECTION 17. Limitation on Damages. In no event shall the Depositary be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit, whether or not foreseeable) suffered by the Escrow Agent or any of the Receiptholders in connection with this Agreement or the transactions contemplated or any relationships established by this Agreement irrespective of whether the Depositary has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 18. Miscellaneous. (a) The Depositary shall have only those duties as are specifically and expressly provided herein with respect to it and no other duties shall be implied. The Depositary may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the Escrow Agent or the Pass Through Trustee without inquiry and without requiring substantiating evidence of any kind. The Depositary shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Depositary shall have no duty to solicit any payments, including, without limitation, the Deposits.

(b) The Depositary shall be entitled to rely upon any instruction, notice, request or other instrument delivered to it without being required to determine the authenticity or validity thereof, or the truth or accuracy of any information stated therein. The Depositary may act in reliance upon any signature believed by it to be genuine and may assume that any person purporting to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(c) The Depositary shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Depositary's gross negligence or willful misconduct was the primary cause of any loss. The Depositary may execute any of its powers and perform any of its duties hereunder directly or through attorneys, and shall be liable only for its gross negligence or willful misconduct (as finally adjudicated in a court of competent jurisdiction) in the selection of any such attorney. The Depositary may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Depositary shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Depositary shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held hereunder until it shall be given a direction in writing by the Escrow Agent or the Pass Through Trustee which eliminates such ambiguity or uncertainty to the satisfaction of Depositary or by a final and non-appealable order or judgment of a court of competent jurisdiction. Anything in this Agreement to the contrary notwithstanding, in no event shall the Depositary be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Depositary has been advised of the likelihood of such loss or damage and regardless of the form of action. In the event of any conflict or inconsistency between any provision in this Agreement and a provision in any other document, the provisions of this Agreement shall control.

(d) If any portion of the Deposit is at any time attached, garnished or levied upon under any court order, or enjoined or stayed by any court order, or in case of any order, judgment or decree shall be made or entered by any court affecting the Deposits or any part thereof, then and in any such event, the Depository is authorized to rely upon and comply with any such order, writ, judgment or decree which it is advised in writing by external legal counsel of national reputation is binding upon it without the need for appeal or other action; and if the Depository complies with such order, writ, judgment or decree, it shall not be liable to the Escrow Agent or any Receiptholder commencing action pursuant to Section 16 even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated so long as such order, writ, judgment or decree was not made, issued or entered for any reason that a final adjudication of a court of competent jurisdiction determines was based on the Depository's gross negligence or willful misconduct.

(e) Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires the Depository to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Escrow Agent acknowledges that Section 326 of the USA PATRIOT Act and the Depository's identity verification procedures require the Depository to obtain information which may be used to confirm the Escrow Agent's identity including without limitation name, address and organizational documents ("identifying information"). The Escrow Agent agrees to provide the Depository with and consent to the Depository obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Depository.

(f) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, unavailability of wire services or other causes reasonably beyond its control. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

SECTION 19. Security Procedures. With respect to all funds transfer instructions that are given pursuant to this Agreement (other than in writing at the time of execution of this Agreement), whether in writing, by electronic mail with a scanned attachment thereto or otherwise, the Depository is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule II hereto ("Schedule II"), and the Depository may rely upon the confirmation of anyone purporting to be the person or persons so designated. Each funds transfer instruction shall be executed by an authorized signatory, a list of such authorized signatories is set forth on the Escrow Agent's Incumbency Certificate. The persons listed on such Incumbency Certificate have been duly appointed to act as authorized

signatories of the Escrow Agent hereunder and individually have full power and authority to execute and deliver any notices or instructions, to amend, modify or waive any provisions of this Agreement, and to take any and all other actions permitted under this Agreement (the "Authorized Persons"). Any change in designation of Authorized Persons shall be provided by written notice, signed by an Authorized Person, and actually received and acknowledged by the Depository. Any communication from the Depository that the Depository deems to contain confidential, proprietary, and/or sensitive information shall be encrypted in accordance with the Depository's internal procedures. The Depository and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Escrow Agent to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Depository may apply any of the funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Escrow Agent acknowledges that these security procedures are commercially reasonable.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

**ANY DEPOSIT HEREUNDER IS NOT INSURED BY THE FEDERAL DEPOSIT
INSURANCE CORPORATION**

IN WITNESS WHEREOF, the Escrow Agent and the Depositary have caused this Deposit Agreement (Class C(R)) to be duly executed as of the day and year first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Escrow Agent

By /s/ Lynette J. Hilgar

Name: Lynette J. Hilgar
Title: Banking Officer

NATIXIS S.A., ACTING THROUGH ITS
NEW YORK BRANCH,
as Depositary

By /s/ Benoist de Vimal

Name: Benoist de Vimal
Title: Director

By /s/ Lily Cheung

Name: Lily Cheung
Title: Executive Director

[Signature Page to Deposit Agreement (Class C(R))]

SCHEDULE OF DEPOSITS

CLASS C(R)

<u>Aircraft Type</u>	<u>Reg. No.</u>	<u>Deposit Amount</u>	<u>Account No.</u>
Airbus A321-211	N152UW	\$6,337,134.54	###
Airbus A321-211	N153UW	\$6,337,134.54	###
Airbus A321-211	N154UW	\$6,356,993.94	###
Airbus A321-211	N155UW	\$6,356,993.94	###
Airbus A321-211	N156UW	\$6,471,185.49	###
Airbus A321-211	N157UW	\$6,471,185.49	###
Airbus A321-231	N567UW	\$7,108,672.23	###
Airbus A330-243	N286AY	\$10,072,687.68	###
Airbus A330-243	N287AY	\$10,072,687.68	###
Airbus A330-243	N288AY	\$10,435,121.73	###
Airbus A330-243	N289AY	\$23,277,202.74	###

Deposit Agreement (Class C(R))
(American Airlines 2012-2 Aircraft EETC)

The Depositary may confirm the instructions received by return call to one of the telephone numbers listed below.

Telephone Number (including Country code)

###

Name

See Exhibit A

FORM OF NOTICE OF FINAL WITHDRAWAL

NOTICE OF FINAL WITHDRAWAL

Natixis S.A., acting through its New York Branch, as Depositary
1251 Avenue of the Americas
New York, New York 10020
Attention: ###
Reference: American Airlines 2012-2C(R) EETC
Facsimile: ###

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class C(R)) dated as of May 15, 2018 (the "Deposit Agreement") between Wilmington Trust, National Association, as Escrow Agent, and Natixis S.A., acting through its New York Branch, as Depositary (the "Depositary").

In accordance with Section 2.3(c)(i) of the Deposit Agreement, the undersigned hereby requests the withdrawal of (x) the entire amount of all of the remaining Deposits together with (y) all accrued and unpaid interest on such Deposits to but excluding [_____], 2018.

The undersigned hereby directs the Depositary to pay the entire amount of such Deposits and accrued and unpaid interest thereon on [_____], 2018 to the Paying Agent at Wilmington Trust Company, Wilmington, Delaware, ABA No. ###, Corporate Trust, Account No. [_____], Reference: American Airlines 2012-2C(R) EETC.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Escrow Agent

By: _____
Name:
Title:

Dated: As of [_____], 2018

Deposit Agreement (Class C(R))
(American Airlines 2012-2 Aircraft EETC)

FORM OF NOTICE OF REPLACEMENT WITHDRAWAL

NOTICE OF REPLACEMENT WITHDRAWAL

Natixis S.A., acting through its New York Branch, as Depositary
1251 Avenue of the Americas
New York, New York 10020
Attention: ###
Reference: American Airlines 2012-2C(R) EETC
Facsimile: ###

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class C(R)) dated as of May 15, 2018 (the "Deposit Agreement") between Wilmington Trust, National Association, as Escrow Agent, and Natixis S.A., acting through its New York Branch, as Depositary (the "Depositary").

In accordance with Section 2.3(c)(ii) of the Deposit Agreement, the undersigned hereby requests the withdrawal of the following: with respect to all Deposits currently held by the Depositary, (1) the entire amount of such Deposits together with (2) all accrued and unpaid interest on such Deposits to but excluding [_____], 2018.

The undersigned hereby directs the Depositary to pay on [_____], 2018 (i) the amount requested to be withdrawn pursuant to clause (x) above to [_____], ABA No. [_____], Account No. [_____], Reference: American Airlines 2012-2 Initial Deposit C(R); and (ii) the amount requested to be withdrawn pursuant to clause (y) above to the Paying Agent at Wilmington Trust Company, Wilmington, Delaware, ABA No. ###, Corporate Trust, Account No. [_____], Reference: American Airlines 2012-2C(R) EETC.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Escrow Agent

By: _____
Name:
Title:

Dated: As of [_____], 2018

ESCROW AND PAYING AGENT AGREEMENT
(Class C(R))

Dated as of May 15, 2018

among

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Escrow Agent

DEUTSCHE BANK SECURITIES INC.,

as Underwriter

WILMINGTON TRUST COMPANY,
not in its individual capacity,
but solely as Pass Through Trustee
for and on behalf of
American Airlines, Inc. Pass Through Trust 2012-2C(R)

and

WILMINGTON TRUST COMPANY,

as Paying Agent

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

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(American Airlines 2012-2C(R) Aircraft EETC)

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**ESCROW AND PAYING AGENT AGREEMENT
(Class C(R))**

This ESCROW AND PAYING AGENT AGREEMENT (Class C(R)), dated as of May 15, 2018 (as amended, modified or supplemented from time to time, this "Agreement"), is made by and among WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Escrow Agent (in such capacity, together with its successors in such capacity, the "Escrow Agent"); DEUTSCHE BANK SECURITIES INC. ("Deutsche Bank"), as the Underwriter of the Certificates referred to below (the "Underwriter" and, together with its transferees and assigns as registered owners of the Certificates, the "Investors") under the Underwriting Agreement referred to below; WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity except as otherwise expressly provided herein, but solely as trustee (in such capacity, together with its successors in such capacity, the "Pass Through Trustee") under the Pass Through Trust Agreement referred to below; and WILMINGTON TRUST COMPANY, a Delaware trust company, as paying agent hereunder (in such capacity, together with its successors in such capacity, the "Paying Agent").

W I T N E S S E T H:

WHEREAS, American Airlines, Inc. ("American") and the Pass Through Trustee have entered into a Trust Supplement No. 2012-2C(R), dated as of May 15, 2018 (the "Trust Supplement"), to the Pass Through Trust Agreement, dated as of September 16, 2014 (together, as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Pass Through Trust Agreement"), relating to American Airlines, Inc. Pass Through Trust 2012-2C(R) (the "Pass Through Trust") pursuant to which the American Airlines Pass Through Trust, Series 2012-2C(R) Certificates referred to therein (the "Certificates") are being issued (the date of such issuance, the "Issuance Date");

WHEREAS, American, Natixis, S.A., acting through its New York Branch, as the Depository (as defined below), and Deutsche Bank, as the Underwriter, have entered into an Underwriting Agreement, dated as of May 1, 2018 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Underwriting Agreement"), pursuant to which the Pass Through Trustee will issue and sell the Certificates to the Underwriter;

WHEREAS, American, the Pass Through Trustee and certain other persons concurrently herewith are entering into the Series C(R) Note Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Note Purchase Agreement"), pursuant to which the Pass Through Trustee has agreed to acquire equipment notes (the "Equipment Notes")

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

issued in respect of aircraft owned by American, on or prior to the Class C(R) Certificate Financing Termination Date, and use the proceeds from the sale of the Certificates (the "Net Proceeds") to repay the existing Series C Equipment Notes;

WHEREAS, the Underwriter and the Pass Through Trustee intend to create an escrow and that the Net Proceeds be held in escrow by the Escrow Agent on behalf of the Investors, subject to withdrawal upon request by the Pass Through Trustee and satisfaction of the conditions set forth in the Note Purchase Agreement for the purpose of purchasing Equipment Notes, and that pending such withdrawal the Net Proceeds be deposited on behalf of the Escrow Agent with Natixis S.A., acting through its New York Branch, as Depository (the "Depository", which shall also be deemed to refer to any Replacement Depository (as defined in the Note Purchase Agreement) from and after the date on which the Deposits are transferred to such Replacement Depository) under the Deposit Agreement (Class C(R)), dated as of the date hereof, between the Depository and the Escrow Agent relating to the Pass Through Trust (as amended, modified, supplemented or replaced from time to time in accordance with the terms thereof, the "Deposit Agreement", which shall also be deemed to refer to any Replacement Deposit Agreement (as defined in the Note Purchase Agreement) to which the Escrow Agent becomes a party pursuant to Section 1.02(a) hereof from and after the transfer of the Deposits from the Depository to the Replacement Depository) pursuant to which, among other things, the Depository will pay interest for distribution to the Investors and establish accounts from which the Escrow Agent shall make withdrawals upon request of and proper certification by the Pass Through Trustee;

WHEREAS, the Escrow Agent wishes to appoint the Paying Agent to pay amounts required to be distributed to the Investors in accordance with this Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Pass Through Trust Agreement.

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

SECTION 1. Escrow Agent.

Section 1.01. Appointment of Escrow Agent. The Underwriter, for and on behalf of each of the Investors, hereby irrevocably appoints, authorizes and directs the Escrow Agent to act as escrow agent and fiduciary hereunder and under the Deposit Agreement for such specific purposes and with such powers as are specifically delegated to the Escrow Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Any and all money received and held by the

Escrow Agent under this Agreement or the Deposit Agreement shall be held in escrow by the Escrow Agent in accordance with the terms of this Agreement. This Agreement is irrevocable and the Investors' and the Pass Through Trustee's rights with respect to any monies received and held in escrow by the Escrow Agent under this Agreement or the Deposit Agreement shall only be as provided under the terms and conditions of this Agreement and the Deposit Agreement. The Escrow Agent (which term as used in this sentence shall include reference to its affiliates and its own and its affiliates' officers, directors, employees and agents): (a) shall have no duties or responsibilities except those expressly set forth in this Agreement; (b) shall not be responsible to the Pass Through Trustee or the Investors for any recitals, statements, representations or warranties of any person other than itself contained in this Agreement or the Deposit Agreement or for the failure by the Pass Through Trustee, the Investors or any other person or entity (other than the Escrow Agent) to perform any of its obligations hereunder (whether or not the Escrow Agent shall have any knowledge thereof); (c) may consult with legal counsel in connection with its duties hereunder and under the Deposit Agreement and shall be fully protected if any action taken, suffered or permitted by it in good faith in accordance with the advice of counsel selected by it with due care; (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or provided for herein or in connection herewith, except for its own willful misconduct or gross negligence (or simple negligence in connection with the handling of funds); and (e) shall in no event be liable for punitive, incidental or consequential damages.

Section 1.02. Instruction; Etc. The Underwriter, for and on behalf of each of the Investors, hereby irrevocably instruct the Escrow Agent, and the Escrow Agent agrees:

(a) to enter into the Deposit Agreement, and, if applicable, in accordance with Section 4(a)(vi) of the Note Purchase Agreement, to enter into a Replacement Deposit Agreement with the Replacement Depository specified by the Company;

(b) to appoint the Paying Agent as provided in this Agreement;

(c) [Reserved];

(d) upon receipt of a certificate substantially in the form of Exhibit B hereto (the "Withdrawal Certificate") executed by the Pass Through Trustee, together with an attached Notice of Replacement Withdrawal (as such term is defined in the Deposit Agreement) in substantially the form of Exhibit C to the Deposit Agreement duly completed by the Pass Through Trustee, to:

(X) immediately execute such Notice of Replacement Withdrawal as Escrow Agent and transmit it to the Depository by facsimile transmission in accordance with the Deposit Agreement requesting a withdrawal, on the date specified in such notice, which shall not be less than five Business Days after such notice is given (the "Replacement Withdrawal Date"), with

respect to all Deposits then held by the Depository, of (1) the entire amount of such Deposits together with (2) all accrued and unpaid interest on such Deposits to but excluding the Replacement Withdrawal Date (such withdrawal, a "Replacement Withdrawal"); and

(Y) direct the Depository to transfer the amounts requested to be withdrawn pursuant to the immediately preceding paragraph to the Replacement Depository in accordance with the Replacement Deposit Agreement;

(e) if there are any undrawn Deposits (as defined in the Deposit Agreement) on the earlier of (i) Class C(R) Certificate Financing Termination Date and (ii) the day on which the Escrow Agent receives notice from the Pass Through Trustee that the Pass Through Trustee's obligation to purchase Equipment Notes under the Note Purchase Agreement has terminated, to immediately give notice to the Depository (with a copy to the Paying Agent) substantially in the form of Exhibit B to the Deposit Agreement requesting a withdrawal of all of the remaining Deposits, together with accrued and unpaid interest on such Deposits to the date of withdrawal, on the 15th day after the date that such notice of withdrawal is given to the Depository (or, if not a Business Day, on the next succeeding Business Day) (the "Final Withdrawal").

Section 1.03. Initial Escrow Amount; Issuance of Escrow Receipts. The Escrow Agent hereby directs the Underwriter to, and the Underwriter hereby acknowledges that on the date hereof it shall, irrevocably deliver to the Depository on behalf of the Escrow Agent, an amount in U.S. dollars ("Dollars") and immediately available funds equal to \$99,297,000 for deposit on behalf of the Escrow Agent with the Depository in accordance with Section 2.1 of the Deposit Agreement. The Underwriter hereby instructs the Escrow Agent, upon receipt by the Depository of such sum from the Underwriter, to confirm such receipt by executing and delivering to the Pass Through Trustee an Escrow Receipt in the form of Exhibit A hereto (an "Escrow Receipt") (a) to be affixed by the Pass Through Trustee to each Certificate and (b) to evidence the same percentage interest (the "Escrow Interest") in the Account Amounts (as defined below) as the Fractional Undivided Interest in the Pass Through Trust evidenced by the Certificate to which such Escrow Receipt is to be affixed. The Escrow Agent shall provide to the Pass Through Trustee for attachment to each Certificate newly issued under and in accordance with the Pass Through Trust Agreement an executed Escrow Receipt as the Pass Through Trustee may from time to time request of the Escrow Agent. Each Escrow Receipt shall be registered by the Escrow Agent in a register (the "Register") maintained by the Escrow Agent in the name of the same holder that is the holder of the Certificate to which such Escrow Receipt is attached and may not thereafter be detached from such Certificate to which it is to be affixed. No Escrow Receipt may be assigned or transferred except in connection with the assignment or transfer of the Certificate to which such Escrow Receipt is affixed. After the termination of the Deposit Agreement (or, if applicable, any Replacement Deposit Agreement), no additional Escrow Receipts shall be issued and the Pass Through Trustee shall request the return to the Escrow Agent for cancellation of all outstanding Escrow Receipts.

Section 1.04. Payments to Receiptholders. All payments and distributions made to a holder (each, a “Receiptholder” and, collectively, the “Receiptholders”) of an Escrow Receipt in respect of such Escrow Receipt shall be made only from amounts deposited in the Paying Agent Account (as defined below) (the “Account Amounts”). Each Receiptholder, by its acceptance of an Escrow Receipt, agrees that (a) it will look solely to the Account Amounts for any payment or distribution due to such Receiptholder pursuant to the terms of such Escrow Receipt and this Agreement (subject to Section 16 hereof) and (b) it will have no recourse to American, the Pass Through Trustee, the Paying Agent or the Escrow Agent, except as expressly provided herein or in the Pass Through Trust Agreement. No Receiptholder shall have any right to vote or in any manner otherwise control the operation and management of the Paying Agent Account (as defined below) or the obligations of the parties hereto, nor shall anything set forth herein, or contained in the terms of any Escrow Receipt, be construed so as to constitute the Receiptholders from time to time as partners or members of an association.

Section 1.05. Mutilated, Destroyed, Lost or Stolen Escrow Receipt. If (a) any mutilated Escrow Receipt is surrendered to the Escrow Agent or the Escrow Agent receives evidence to its satisfaction of the destruction, loss or theft of any Escrow Receipt and (b) there is delivered to the Escrow Agent and the Pass Through Trustee such security, indemnity or bond, as may be required by them to hold each of them harmless, then, absent notice to the Escrow Agent or the Pass Through Trustee that such destroyed, lost or stolen Escrow Receipt has been acquired by a bona fide purchaser, and provided that the requirements of Section 8-405 of the Uniform Commercial Code in effect in any applicable jurisdiction are met, the Escrow Agent shall execute and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Escrow Receipt, a new Escrow Receipt or Escrow Receipts of like Escrow Interest in the Account Amounts and bearing a number not contemporaneously outstanding.

In connection with the issuance of any new Escrow Receipt under this Section 1.05, the Escrow Agent may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Pass Through Trustee and the Escrow Agent) connected therewith.

Any duplicate Escrow Receipt issued pursuant to this Section 1.05 shall constitute conclusive evidence of the appropriate Escrow Interest in the Account Amounts, as if originally issued, whether or not the lost, stolen or destroyed Escrow Receipt shall be found at any time.

The provisions of this Section 1.05 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Escrow Receipts.

Section 1.06. [Reserved].

Section 1.07. Resignation or Removal of Escrow Agent. Subject to the appointment and acceptance of a successor Escrow Agent as provided below, the Escrow Agent may resign at any time by giving 30 days' prior written notice thereof to the Investors, but may not otherwise be removed except for cause by the written consent of the Investors with respect to Investors representing Escrow Interests aggregating not less than a majority in interest in the Account Amounts (an "Action of Investors"). Upon any such resignation or removal, the Investors, by an Action of Investors, shall have the right to appoint a successor Escrow Agent. If no successor Escrow Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Escrow Agent's giving of notice of resignation or the removal of the retiring Escrow Agent, then the retiring Escrow Agent may appoint a successor Escrow Agent. Any successor Escrow Agent shall be a bank or a trust company which has an office in the United States with a combined capital and surplus of at least \$100,000,000. Upon the acceptance of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall enter into such documents as the Pass Through Trustee shall require and shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations hereunder. No resignation or removal of the Escrow Agent shall be effective unless a written confirmation shall have been obtained from each of Fitch Ratings, Inc. and Moody's Investors Service, Inc. to the effect that the replacement of the Escrow Agent with the successor Escrow Agent will not result in (a) a reduction of the rating for the Certificates below the then current rating for the Certificates or (b) a withdrawal or suspension of the rating of the Certificates.

Section 1.08. Persons Deemed Owners. Prior to due presentment of a Certificate for registration of transfer, the Escrow Agent and the Paying Agent may treat the Person in whose name any Escrow Receipt is registered (as of the day of determination) as the owner of such Escrow Receipt for the purpose of receiving distributions pursuant to this Agreement and for all other purposes whatsoever, and neither the Escrow Agent nor the Paying Agent shall be affected by any notice to the contrary.

Section 1.09. Further Assurances. Without limiting Sections 4 and 8 of this Agreement, the Escrow Agent agrees to take such actions, and execute such other documents, as may be reasonably requested by the Pass Through Trustee in order to effectuate the purposes of this Agreement, the Note Purchase Agreement or the Deposit Agreement and the performance by the Escrow Agent of its obligations hereunder or thereunder.

SECTION 2. Paying Agent.

Section 2.01. Appointment of Paying Agent. The Escrow Agent hereby irrevocably appoints and authorizes the Paying Agent to act as its paying agent hereunder, for the benefit of the Investors, for such specific purposes and with such powers as are specifically delegated to the Paying Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Any and all money received and held by the Paying Agent under this Agreement or the Deposit Agreement shall be held in the Paying Agent Account for the benefit of the Investors. The Paying Agent (which term as used in this sentence shall include reference to its affiliates and its own and its affiliates' officers, directors, employees and agents): (a) shall have no duties or responsibilities except those expressly set forth in this Agreement, and shall not by reason of this Agreement be a trustee for the Escrow Agent; (b) shall not be responsible to the Escrow Agent for any recitals, statements, representations or warranties of any person other than itself contained in this Agreement or for the failure by the Escrow Agent or any other person or entity (other than the Paying Agent) to perform any of its obligations hereunder (whether or not the Paying Agent shall have any knowledge thereof); (c) may consult with legal counsel in connection with its duties hereunder and under the Deposit Agreement and shall be fully protected if any action taken, suffered or permitted by it in good faith in accordance with the advice of counsel selected by it with due care; (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or provided for herein or in connection herewith, except for its own willful misconduct or gross negligence (or simple negligence in connection with the handling of funds); and (e) shall in no event be liable for punitive, incidental or consequential damages.

Section 2.02. Establishment of Paying Agent Account. Upon the execution of this Agreement, the Paying Agent shall establish and maintain a segregated trust account (the "Paying Agent Account") with the corporate trust department of Wilmington Trust Company in the name of the Escrow Agent, bearing a designation clearly indicating that the funds deposited therein are held in trust for the benefit of the Escrow Agent. It is expressly understood by the parties hereto that the Paying Agent is acting as the paying agent and trustee of the Escrow Agent hereunder and that no amounts on deposit in the Paying Agent Account constitute part of the Trust Property. The Paying Agent shall be under no obligation to invest any amounts held by it pursuant to the terms of this Agreement and the funds held in the Paying Agent Account shall not earn or accrue interest.

Section 2.03. Payments from Paying Agent Account. The Escrow Agent hereby irrevocably instructs the Paying Agent, and the Paying Agent agrees to act, as follows:

(a) On the Interest Payment Date (as defined in the Deposit Agreement) or as soon thereafter as the Paying Agent has confirmed receipt in the Paying

Agent Account from the Depository of any amount in respect of accrued interest on the Deposits, the Paying Agent shall distribute out of the Paying Agent Account the entire amount deposited therein by the Depository. There shall be so distributed to each Receiptholder of record in the Register on the 15th day (whether or not a Business Day) preceding such Interest Payment Date by check mailed to such Receiptholder, at the address appearing in the Register, such Receiptholder's pro rata share (based on the Escrow Interest in the Account Amounts held by such Receiptholder) of the total amount of interest deposited by the Depository in the Paying Agent Account on such date, except that, with respect to Escrow Receipts registered on the record date specified above in the name of a nominee of The Depository Trust Company ("DTC"), such distribution shall be made by wire transfer in immediately available funds to the account designated by DTC.

(b) Upon the confirmation by the Paying Agent of receipt in the Paying Agent Account from the Depository of any amount in respect of any Final Withdrawal, the Paying Agent shall forthwith distribute the entire amount of the Final Withdrawal deposited therein by the Depository. There shall be so distributed to each Receiptholder of record on the 15th day (whether or not a Business Day) preceding the Final Withdrawal Date by check mailed to such Receiptholder, at the address appearing in the Register, such Receiptholder's pro rata share (based on the Escrow Interest in the Account Amounts held by such Receiptholder) of the total amount in the Paying Agent Account on account of such Final Withdrawal, except that, with respect to Escrow Receipts registered on the record date specified above in the name of a nominee of DTC, such distribution shall be made by wire transfer in immediately available funds to the account designated by DTC.

(c) If any payment of interest or principal in respect of any Final Withdrawal is not received by the Paying Agent within five days of the applicable date when due, then it shall be distributed to Receiptholders after actual receipt by the Paying Agent on the same basis as a Special Payment is distributed under the Pass Through Trust Agreement.

(d) The Paying Agent shall include with any check mailed pursuant to this Section 2.03 any notice required to be distributed under the Pass Through Trust Agreement that is furnished to the Paying Agent by the Pass Through Trustee.

Section 2.04. Withholding Taxes. The Paying Agent shall exclude and withhold from each distribution of accrued interest on the Deposits (as defined in the Deposit Agreement) and any amount in respect of any Final Withdrawal any and all withholding taxes applicable thereto as required by law. The Paying Agent agrees to act as such withholding agent and, in connection therewith, whenever any present or future taxes or similar charges are required to be withheld with respect to any amounts payable in respect of the Deposits (as defined in the Deposit Agreement) or the escrow amounts, to

withhold such amounts and timely pay the same to the appropriate authority in the name of and on behalf of the Receiptholders, that it will file any necessary withholding tax returns or statements when due, and that, as promptly as possible after the payment thereof, it will deliver to each such Receiptholder appropriate documentation showing the payment thereof, together with such additional documentary evidence as such Receiptholder may reasonably request from time to time. The Paying Agent agrees to file any other information reports as it may be required to file under United States law.

Section 2.05. Resignation or Removal of Paying Agent. Subject to the appointment and acceptance of a successor Paying Agent as provided below, the Paying Agent may resign at any time by giving 30 days' prior written notice thereof to the Escrow Agent, but may not otherwise be removed except for cause by the Escrow Agent. Upon any such resignation or removal, the Escrow Agent shall have the right to appoint a successor Paying Agent. If no successor Paying Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Paying Agent's giving of notice of resignation or the removal of the retiring Paying Agent, then the retiring Paying Agent may appoint a successor Paying Agent. Any successor Paying Agent shall be a bank or a trust company which has an office in the United States with a combined capital and surplus of at least \$100,000,000. Upon the acceptance of any appointment as Paying Agent hereunder by a successor Paying Agent, such successor Paying Agent shall enter into such documents as the Escrow Agent shall require and shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Paying Agent, and the retiring Paying Agent shall be discharged from its duties and obligations hereunder.

Section 2.06. Notice of Final Withdrawal. Promptly after receipt by the Paying Agent of notice that the Escrow Agent has requested a Final Withdrawal or that a Final Withdrawal will be made, the Paying Agent shall cause notice of the distribution of the Final Withdrawal to be mailed to each of the Receiptholders at its address as it appears in the Register. Such notice shall be mailed not less than 15 days prior to the Final Withdrawal Date. Such notice shall set forth:

- (i) the Final Withdrawal Date and the date for determining Receiptholders of record who shall be entitled to receive distributions in respect of the Final Withdrawal, and
- (ii) the amount of the payment in respect of the Final Withdrawal for each \$1,000 face amount Certificate (based on information provided by the Pass Through Trustee) and the amount thereof constituting unused Deposits (as defined in the Deposit Agreement) and interest thereon, and
- (iii) if the Final Withdrawal Date is June 3, 2018, the total amount to be received on such date for each \$1,000 face amount Certificate (based on information provided by the Pass Through Trustee).

Such mailing may include any notice required to be given to Certificateholders in connection with such distribution pursuant to the Pass Through Trust Agreement.

Section 2.07. Further Assurances. Without limiting Section 8 of this Agreement, the Paying Agent agrees to take such actions, and execute such other documents, as may be reasonably requested by the Pass Through Trustee in order to effectuate the purposes of this Agreement or the Note Purchase Agreement and the performance by the Escrow Agent of its obligations hereunder or thereunder.

SECTION 3. Payments. If, notwithstanding the instructions in Section 4 of the Deposit Agreement that all amounts payable to the Escrow Agent under the Deposit Agreement be paid by the Depository directly to the Paying Agent, the Pass Through Trustee or a Replacement Depository (depending on the circumstances), the Escrow Agent receives any payment thereunder, then the Escrow Agent shall forthwith pay such amount in Dollars and in immediately available funds by wire transfer to (a) in the case of (i) a payment of accrued interest on the Deposits (as defined in the Deposit Agreement) or (ii) any Final Withdrawal, directly to the Paying Agent Account and (b) in the case of any amount referred to in Section 1.02(d)(X) in respect of the Replacement Withdrawal, to the Replacement Depository as provided in the Replacement Depository Agreement. The Escrow Agent hereby waives any and all rights of set-off, combination of accounts, right of retention or similar right (whether arising under applicable law, contract or otherwise) it may have against amounts payable to the Paying Agent howsoever arising.

SECTION 4. Other Actions. The Escrow Agent shall take such other actions under or in respect of the Deposit Agreement (including, without limitation, the enforcement of the obligations of the Depository thereunder) as the Investors, by an Action of Investors, may from time to time request, and agrees not to amend, supplement or otherwise modify the Deposit Agreement without an Action of Investors, except that, without limiting Section 4(a)(vi) of the Note Purchase Agreement, no such Action of Investors will be required for any amendment contemplated by such Sections of the Note Purchase Agreement.

SECTION 5. Representations and Warranties of the Escrow Agent. The Escrow Agent represents and warrants to American, the Investors, the Paying Agent and the Pass Through Trustee as follows:

- (i) it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America;
- (ii) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement, the Deposit Agreement and any Replacement Deposit Agreement;

(iii) the execution, delivery and performance of each of this Agreement, the Deposit Agreement and any Replacement Deposit Agreement have been duly authorized by all necessary corporate action on the part of it and do not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and each such document (other than a Replacement Deposit Agreement) has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof or thereof except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles of general application to or affecting the enforcement of creditors' rights generally (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(iv) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body governing its banking or trust powers is required for the execution, delivery or performance by it of this Agreement, the Deposit Agreement or any Replacement Deposit Agreement;

(v) neither the execution, delivery or performance by it of this Agreement, the Deposit Agreement or any Replacement Deposit Agreement, nor compliance with the terms and provisions hereof or thereof, conflicts or will conflict with or results or will result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation applicable to the exercise of its banking or trust powers or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(vi) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (A) would adversely affect the ability of it to perform its obligations under this Agreement, the Deposit Agreement or any Replacement Deposit Agreement or (B) would call into question or challenge the validity of this Agreement or the Deposit

Agreement or the enforceability hereof or thereof in accordance with the terms hereof or thereof, nor is the Escrow Agent in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement or the Deposit Agreement.

SECTION 6. Representations and Warranties of the Paying Agent. The Paying Agent represents and warrants to American, the Investors, the Escrow Agent and the Pass Through Trustee as follows:

- (i) it is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware;
- (ii) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement;
- (iii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of it and does not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and such document has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles of general application to or affecting the enforcement of creditors' rights generally (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (iv) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body governing its banking or trust powers is required for the execution, delivery or performance by it of this Agreement;
- (v) neither the execution, delivery or performance by it of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or results or will result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation applicable to its banking or trust powers or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(vi) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (A) would adversely affect the ability of it to perform its obligations under this Agreement or (B) would call into question or challenge the validity of this Agreement or the enforceability hereof in accordance with the terms hereof, nor is the Paying Agent in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement.

SECTION 7. Indemnification. Except for actions expressly required of the Escrow Agent or the Paying Agent hereunder, each of the Escrow Agent and the Paying Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall have been indemnified by the party requesting such action in a manner reasonably satisfactory to it against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. In the event American requests any amendment to any Operative Agreement (as defined in the Note Purchase Agreement), the Pass Through Trustee agrees to pay all reasonable fees and expenses (including, without limitation, fees and disbursements of counsel) of the Escrow Agent and the Paying Agent in connection therewith.

SECTION 8. Amendment, Etc. Upon request of the Pass Through Trustee and approval by an Action of Investors, the Escrow Agent and Paying Agent shall enter into an amendment to this Agreement or the Note Purchase Agreement, so long as such amendment does not adversely affect the rights or obligations of the Escrow Agent or the Paying Agent; *provided* that (i) without limiting Section 4(a)(vi) of the Note Purchase Agreement, no such request or approval will be required for any amendment contemplated by such Sections of the Note Purchase Agreement and (ii) upon request of the Pass Through Trustee and without any consent of the Investors, the Escrow Agent and Paying Agent shall enter into an amendment to this Agreement or the Note Purchase Agreement for any of the following purposes:

- (1) to correct or supplement any provision in this Agreement or the Note Purchase Agreement which may be defective or inconsistent with any other provision herein or therein or to cure any ambiguity or correct any mistake; or
- (2) to modify any other provision with respect to matters or questions arising under this Agreement or the Note Purchase Agreement, *provided* that any such action shall not materially adversely affect the interests of the Investors; or

(3) to comply with any requirement of the SEC, applicable law, rules or regulations of any exchange or quotation system on which the Certificates are listed or any regulatory body; or

(4) to evidence and provide for the acceptance of appointment under this Agreement or the Note Purchase Agreement of a successor Escrow Agent, successor Paying Agent or successor Pass Through Trustee; or

(5) for any other purposes set forth in clauses (1) through (15) of Section 9.01 of the Pass Through Trust Agreement.

SECTION 9. Notices. Unless otherwise expressly provided herein, any notice or other communication under this Agreement shall be in English and in writing and given by United States registered or certified mail, return receipt requested, overnight courier service or facsimile, and any such notice shall be effective when received (or, if delivered by facsimile, upon completion of transmission and confirmation by the sender (by a telephone call to a representative of the recipient or by machine confirmation) that such transmission was received). All notices shall be sent to (a) in the case of the Investors, as their respective addresses shall appear in the Register, (b) in the case of the Escrow Agent, Wilmington Trust, National Association, 1100 North Market Street, Wilmington, DE 19890, Reference: American Airlines 2012-2C(R) EETC, Attention: ### (Telecopier: ###), (c) in the case of the Pass Through Trustee, Wilmington Trust Company, 1100 North Market Street, Wilmington, DE 19890, Reference: American Airlines 2012-2C(R) EETC, Attention: ### (Telecopier: ###) or (d) in the case of the Paying Agent, Wilmington Trust Company, 1100 North Market Street, Wilmington, DE 19890, Reference: American Airlines 2012-2C(R) EETC, Attention: ### (Telecopier: ###), in each case with a copy to American, American Airlines, Inc., 4333 Amon Carter Boulevard, Mail Drop 5662, Fort Worth, Texas 76155, Reference: American Airlines 2012-2C(R) EETC, Attention: Treasurer (Telecopier: ###) (or at such other address as any such party may specify from time to time in a written notice to the other parties). On or prior to the execution of this Agreement, the Pass Through Trustee has delivered to the Escrow Agent a certificate containing specimen signatures of the representatives of the Pass Through Trustee who are authorized to give notices and instructions with respect to this Agreement. The Escrow Agent may conclusively rely on such certificate until the Escrow Agent receives written notice from the Pass Through Trustee to the contrary.

The Escrow Agent shall notify the Receiptholders in the event of a default in the payment of interest on the Deposits when due in accordance with the Deposit Agreement or a default in the payment of any Final Withdrawal in accordance with the terms of the

Deposit Agreement and this Agreement and shall promptly forward to Receiptholders upon receipt copies of all written communications relating to any payments due to the Receiptholders in respect of the Deposits.

SECTION 10. Transfer. No party hereto shall be entitled to assign or otherwise transfer this Agreement (or any interest herein) other than (in the case of the Escrow Agent) to a successor escrow agent under Section 1.07 hereof or (in the case of the Paying Agent) to a successor paying agent under Section 2.05 hereof, and any purported assignment in violation thereof shall be void. This Agreement shall be binding upon the parties hereto and their respective successors and (in the case of the Escrow Agent and the Paying Agent) their respective permitted assigns.

SECTION 11. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the Escrow Agent, the Paying Agent, the Underwriter and the Pass Through Trustee with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

SECTION 12. Governing Law. This Agreement has been delivered in the State of New York and shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 13. Submission to Jurisdiction in New York. Each of the parties hereto, to the extent it may do so under applicable law, hereby (a) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of New York sitting in the City of New York and to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, or their successors or permitted assigns, (b) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts, (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to each party hereto at its address set forth in Section 9 hereof, or at such other address of which the other parties shall have been notified pursuant thereto; and (d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

SECTION 14. Waiver of Jury Trial Right. EACH OF THE ESCROW AGENT, THE PAYING AGENT, THE INVESTORS AND THE PASS THROUGH TRUSTEE ACKNOWLEDGES AND ACCEPTS THAT, TO THE EXTENT PERMITTED BY

SECTION 15. Counterparts. This Agreement may be executed in any number of counterparts (and each party shall not be required to execute the same counterpart). Each counterpart of this Agreement including a signature page or pages executed by each of the parties hereto shall be an original counterpart of this Agreement, but all of such counterparts together constitute one instrument. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

SECTION 16. Rights of Holders. Each Receipholder shall have the right (individually and without the need for any other action of any Person, including the Escrow Agent or any other Receipholder), upon any default in the payment of interest on the Deposits when due by the Depositary in accordance with the Deposit Agreement, or upon any default in the payment of any Final Withdrawal when due by the Depositary in accordance with the terms of the Deposit Agreement and this Agreement, (i) to proceed directly against the Depositary by making a demand to the Depositary for the portion of such payment that would have been distributed to such Receipholder pursuant to this Agreement or by bringing suit to enforce payment of such portion and (ii) to enforce any other rights that the Escrow Agent may have in respect of amounts due from the Depositary under the Deposit Agreement and this Agreement that would have been distributed to such Receipholder pursuant to this Agreement. Any recovery on such enforcement action shall belong solely to the Receipholder who brought such action, and not to the Escrow Agent or any other Receipholder individually or to Receipholders as a group.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Escrow Agent, the Paying Agent, the Underwriter and the Pass Through Trustee have caused this Escrow and Paying Agent Agreement (Class C(R)) to be duly executed as of the day and year first above written.

Wilmington Trust, National Association,
as Escrow Agent

By: /s/ Lynette J. Hilgar

Name: Lynette J. Hilgar

Title: Banking Officer

[Signature Page to Escrow Agreement (Class C(R))]

Deutsche Bank Securities Inc.,
as Underwriter

By /s/ John Han

Name: John Han

Title: Managing Director

By /s/ Patrick M. Kaufer

Name: Patrick M. Kaufer

Title: Managing Director

[Signature Page to Escrow Agreement (Class C(R))]

Wilmington Trust Company, not in its individual capacity, but
solely as Pass Through Trustee for and on behalf of
American Airlines Pass Through Trust 2012-2C(R)

By /s/ Lynette J. Hilgar

Name: Lynette J. Hilgar

Title: Financial Service Officer

Wilmington Trust Company,
as Paying Agent

By /s/ Lynette J. Hilgar

Name: Lynette J. Hilgar

Title: Financial Service Officer

[Signature Page to Escrow Agreement (Class C(R))]

FORM OF ESCROW RECEIPT

AMERICAN AIRLINES, INC. 2012-2C(R) ESCROW RECEIPT

No. __

This Escrow Receipt evidences a fractional undivided interest in amounts ("Account Amounts") from time to time deposited on behalf of the holder hereof into a certain paying agent account (the "Paying Agent Account") described in the Escrow and Paying Agent Agreement (Class C(R)) dated as of May 15, 2018 (as amended, modified or supplemented from time to time, the "Escrow and Paying Agent Agreement") among Wilmington Trust, National Association, as Escrow Agent (in such capacity, together with its successors in such capacity, the "Escrow Agent"), Deutsche Bank Securities Inc., as Underwriter, Wilmington Trust Company, as Pass Through Trustee (in such capacity, together with its successors in such capacity, the "Pass Through Trustee") and Wilmington Trust Company, as paying agent (in such capacity, together with its successors in such capacity, the "Paying Agent"). Capitalized terms not defined herein shall have the meanings assigned to them in the Escrow and Paying Agent Agreement.

This Escrow Receipt is issued under and is subject to the terms, provisions and conditions of the Escrow and Paying Agent Agreement. By virtue of its acceptance hereof the holder of this Escrow Receipt assents and agrees to be bound by the provisions of the Escrow and Paying Agent Agreement and this Escrow Receipt.

This Escrow Receipt represents a fractional undivided interest in amounts deposited from time to time in the Paying Agent Account, and grants or represents no rights, benefits or interests of any kind in respect of any assets or property other than such amounts. This Escrow Receipt evidences the same percentage interest in the Account Amounts as the Fractional Undivided Interest in the Pass Through Trust evidenced by the Certificate to which this Escrow Receipt is affixed.

All payments and distributions made to Receiptholders in respect of this Escrow Receipt shall be made only from Account Amounts deposited in the Paying Agent Account. The holder of this Escrow Receipt, by its acceptance of this Escrow Receipt, agrees that it will look solely to the Account Amounts for any payment or distribution due to it pursuant to this Escrow Receipt (or, in case the Depository shall default in its obligation to make a payment under the Deposit Agreement that would be an Account Amount, to the Depository) and that it will not have any recourse to American, the Pass Through Trustee, the Paying Agent or the Escrow Agent, except as expressly provided herein or in the Pass Through Trust Agreement. No Receiptholder of this Escrow Receipt shall have any right to vote on or in any manner otherwise control the operation

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

and management of the Paying Agent Account, nor shall anything set forth herein, or contained in the terms of this Escrow Receipt, be construed so as to constitute the Receiptholders from time to time as partners or members of an association.

This Escrow Receipt may not be assigned or transferred except in connection with the assignment or transfer of the Certificate to which this Escrow Receipt is affixed.

The Paying Agent may treat the person in whose name this Escrow Receipt is registered pursuant to Section 1.03 of the Escrow and Paying Agent Agreement as the owner hereof for all purposes, and the Paying Agent shall not be affected by any notice to the contrary.

THIS ESCROW RECEIPT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPALS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

A-2

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

IN WITNESS WHEREOF, the Escrow Agent has caused this Escrow Receipt to be duly executed.

Dated: _____, 2018

Wilmington Trust, National Association,
as Escrow Agent

By _____

Name:

Title:

A-3

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

FORM OF WITHDRAWAL CERTIFICATE

WITHDRAWAL CERTIFICATE
(Class C(R))

Wilmington Trust, National Association
as Escrow Agent
1100 North Market Street
Wilmington, DE 19890
Attention: ###
Reference: American Airlines 2012-2C(R) EETC
Telephone: ###
Telecopier: ###

Ladies and Gentlemen:

Reference is made to the Escrow and Paying Agent Agreement (Class C(R)), dated as of May 15, 2018 (the "Agreement"). [We hereby certify to you that the conditions to the obligations of the undersigned to execute a Participation Agreement Amendment pursuant to the Note Purchase Agreement have been satisfied] [We hereby notify you that the Depository is being replaced in accordance with Section 5(d) of the Note Purchase Agreement]. Pursuant to Section [1.02(c)] [1.02(d)] of the Agreement, please execute the attached [Notice of Replacement Withdrawal] and immediately transmit it by facsimile to the Depository, at Natixis S.A., acting through its New York Branch, as Depository, 1251 Avenue of the Americas, New York, New York 10020, Attention: ###, Reference: American Airlines 2012-2C(R) EETC, Facsimile: ###.

Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

Very truly yours,

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Pass Through Trustee

By: _____
Name:
Title:

Dated: _____, 2018

B-2

Escrow and Paying Agent Agreement (Class C(R))
(American Airlines 2012-2C(R) Aircraft EETC)

NOTE PURCHASE AGREEMENT

Dated as of May 15, 2018

among

AMERICAN AIRLINES, INC.,

and

WILMINGTON TRUST COMPANY,
as Pass Through Trustee under each of the
Pass Through Trust Agreements,
Subordination Agent, Paying Agent, and
Indenture Trustee under each Trust Indenture

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Escrow Agent

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Exhibit B	Form of Indenture Amendment
Exhibit C	Form of Intercreditor Amendment
Exhibit D	Form of Opinion of Latham & Watkins LLP
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Exhibit F-1	Form of Opinion of Morris James LLP
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Exhibit G	Form of Opinion of Daugherty, Fowler, Peregrin, Haught & Jenson
Exhibit H	Closing Notice

NOTE PURCHASE AGREEMENT

This NOTE PURCHASE AGREEMENT, dated as of May 15, 2018 (the "Agreement"), among (i) AMERICAN AIRLINES, INC., a Delaware corporation (together with its successors and permitted assigns, the "Company"), (ii) WILMINGTON TRUST COMPANY ("WTC"), a Delaware trust company, not in its individual capacity except as otherwise expressly provided herein, but solely as trustee (in such capacity together with its successors in such capacity, the "Pass Through Trustee") under the Class C(R) Pass Through Trust Agreement, as subordination agent and trustee (in such capacity together with its successors in such capacity, the "Subordination Agent") under the Intercreditor Agreement and as indenture trustee (in such capacity together with its successors in such capacity, the "Indenture Trustee") under each Trust Indenture, (iii) WILMINGTON TRUST, NATIONAL ASSOCIATION, a national association, as Escrow Agent (in such capacity together with its successors in such capacity, the "Escrow Agent") under the Escrow and Paying Agent Agreement, and (iv) WILMINGTON TRUST COMPANY, a Delaware trust company, as Paying Agent (in such capacity together with its successors in such capacity, the "Paying Agent") under the Escrow and Paying Agent Agreement.

WITNESSETH:

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in Annex A hereto;

WHEREAS, the Company is currently the owner of the aircraft listed in Schedule I hereto (the "Aircraft"), which are subject to an existing security interest in favor of the Indenture Trustee under the applicable Indentures;

WHEREAS, on December 13, 2012, the Company caused the Class A Pass Through Trustee and the Class B Pass Through Trustee to issue and sell an aggregate face amount of \$546,184,000 of Class A Certificates and Class B Certificates, the proceeds from the sale of which were used by the Class A Pass Through Trustee and the Class B Pass Through Trustee to purchase Series A Equipment Notes and Series B Equipment Notes, respectively, issued by the Company and secured by the Aircraft in accordance with the Note Purchase Agreement, dated as of December 13, 2012 (as amended, the "Series A/B Note Purchase Agreement");

WHEREAS, on June 6, 2013, the Company caused the Class C Pass Through Trustee to issue and sell an aggregate face amount of \$100,000,000 of Class C Certificates, the proceeds from the sale of which were used by the Class C Pass Through Trustee to purchase Series C Equipment Notes issued by the Company and secured by the Aircraft in accordance with the Note Purchase Agreement, dated as of June 6, 2013 (as amended, the "Series C Note Purchase Agreement") and, together with the Series A/B Note Purchase Agreement, the "Existing Note Purchase Agreements";

WHEREAS, the agreements relating to the Series A Equipment Notes, Series B Equipment Notes and Series C Equipment Notes permit the redemption of all (but not less than all) of the Series C Equipment Notes by the Company upon at least thirty (30) days' revocable

prior written notice to the Indenture Trustee and the note holders of the Series C Equipment Notes, and upon such redemption date, such Series C Equipment Notes shall be redeemed in whole at a redemption price equal to 100% of the unpaid Original Amount (as defined in the Existing Note Purchase Agreements) thereof, together with accrued interest thereon to the date of redemption and all other secured obligations (other than related secured obligations) owed or then due and payable to the note holders of such series plus make-whole amount, if any; provided that simultaneously with such redemption, new Series C Equipment Notes are reissued in accordance with Section 4(a)(v) of the Existing Note Purchase Agreements and Section 9.1(c) of the Intercreditor Agreement (defined below);

WHEREAS, on April 30, 2018, the Company delivered written notice to the Indenture Trustee and the note holders of the Series C Equipment Notes of its intent to redeem the Series C Equipment Notes on June 1, 2018, and upon such redemption the Class C Certificates will be repaid in full;

WHEREAS, on the Class C Certificate Refinancing Date (as defined below), and contemporaneously with the redemption of the Series C Equipment Notes, new Series C Equipment Notes (in the form of "Series C(R) Equipment Notes") will be reissued in accordance with Section 4(a)(v) of the Existing Note Purchase Agreements and Section 9.1(c) of the Intercreditor Agreement as described herein;

WHEREAS, pursuant to the Basic Pass Through Trust Agreement as supplemented by the Trust Supplement 2012-2C(R) between the Pass Through Trustee and the Company (the "Class C(R) Pass Through Trust Agreement"), and concurrently with the execution and delivery of this Agreement, a grantor trust (the "Class C(R) Pass Through Trust") has been created to facilitate the transactions contemplated hereby, including, without limitation, the issuance and sale of an additional class of pass through certificates pursuant thereto designated as the "Class C(R) Certificates" (the "Class C(R) Certificates");

WHEREAS, in connection with the issuance of the Class A Certificates, the Class B Certificates and the Class C Certificates, the Subordination Agent, the Class A Pass Through Trustee, the Class B Pass Through Trustee, the Class C Pass Through Trustee and the liquidity provider for the Class A Certificates and the Class B Certificates entered into the Intercreditor Agreement dated as of December 13, 2012, which was amended pursuant to Amendment No. 1 to the Intercreditor Agreement, dated as of June 6, 2013 (as amended, the "Existing Intercreditor Agreement"), and such Existing Intercreditor Agreement will be further amended pursuant to the Amendment No. 2 to Intercreditor Agreement dated as of the Class C Certificate Refinancing Date (the "Intercreditor Amendment") in the form provided in Exhibit C hereto to, among other things, add the Class C(R) Pass Through Trustee as a party to the Intercreditor Agreement and to provide for certain additional amendments to give effect to the repayment of the Class C Certificates and the issuance of the Class C(R) Certificates (as so amended and as further amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Company has entered into the Underwriting Agreement, dated as of May 1, 2018 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Underwriting Agreement") with Deutsche Bank Securities Inc.

(the “Underwriter”), which provides that the Company will cause the Class C(R) Pass Through Trustee under the Class C(R) Pass Through Trust (the “Class C(R) Pass Through Trustee”) to issue and sell the Class C(R) Certificates to the Underwriter on the Class C Certificate Refinancing Date;

WHEREAS, as required by the Underwriting Agreement and the Series A/B Note Purchase Agreement, the Company (i) has obtained written confirmation from the Rating Agencies that the terms of the Class C(R) Certificates will not result in a withdrawal, suspension or downgrading of the ratings of the Class A Certificates or Class B Certificates and (ii) concurrently with the delivery and execution of this Agreement, has redeemed 100% of the Series C Equipment Notes with respect to each Aircraft at the applicable redemption price therefor;

WHEREAS, concurrently with the execution and delivery of this Agreement, (i) the Escrow Agent and the Depositary have entered into the Deposit Agreement (Class C(R)), dated as of the date hereof (the “Deposit Agreement”), whereby the Escrow Agent has agreed to direct the Underwriter to make certain deposits referred to therein on the date hereof in the amount of the proceeds from the sale of the Class C(R) Certificates (the “Deposits”) and (ii) the Pass Through Trustee, Underwriter, Paying Agent and Escrow Agent have entered into the Escrow and Paying Agent Agreement, dated as of the date hereof (the “Escrow and Paying Agent Agreement”), whereby, among other things, (a) the Underwriter has agreed to deliver an amount equal to the amount of the Deposits to the Depositary on behalf of the Escrow Agent and (b) the Escrow Agent, upon the Depositary receiving such amount, has agreed to deliver escrow receipts to be affixed to each Certificate;

WHEREAS, upon receipt of a Closing Notice, subject to the terms and conditions of this Agreement, each Pass Through Trustee of each Pass Through Trust then in existence and each of the Subordination Agent, the Loan Trustee, WTC and the Company will enter into the Intercreditor Amendment and the applicable Participation Agreement Amendment and Indenture Amendment relating to each Aircraft; and

WHEREAS, upon the refinancing of each Aircraft hereunder, the Class C(R) Pass Through Trustee will fund its purchase of Series C(R) Equipment Notes in respect of such Aircraft with the proceeds of one or more Deposits withdrawn by the Escrow Agent under the Deposit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. [Reserved].

SECTION 1A. Financing of Aircraft. (a) The Company (i) confirms that it currently owns the Aircraft and (ii) agrees to finance the Aircraft in the manner provided herein, all on and subject to the terms and conditions hereof and of the relevant Financing Agreements.

(b) In furtherance of the foregoing, the Company agrees to give the parties hereto, the Depositary and each of the Rating Agencies not less than two Business Days’ prior

notice substantially in the form of Exhibit H hereto (a "Closing Notice") of the scheduled closing date (the "Scheduled Closing Date") (or, in the case of a substitute Closing Notice under Section 1A(e) hereof, one Business Day's prior notice) in respect of the refinancing of each Aircraft under this Agreement (or such lesser number of Aircraft indicated in such Closing Notice), which notice shall:

(i) specify the Scheduled Closing Date of such Aircraft (which shall be a Business Day on or prior to June 3, 2018 (the "Class C(R) Certificate Financing Termination Date") (such date, the "Class C Certificate Refinancing Date") on which the financing therefor in the manner provided herein shall be consummated);

(ii) instruct the Company, the Pass Through Trustees and the Subordination Agent to enter into the Intercreditor Amendment, instruct the Company and the Indenture Trustee to enter into an Indenture Amendment with respect to each Trust Indenture relating to each such Aircraft in substantially the form provided in Exhibit B hereto (each, an "Indenture Amendment") and the Company, the Pass Through Trustees, the Subordination Agent and the Indenture Trustee to enter into a Participation Agreement Amendment relating to each Participation Agreement with respect to each such Aircraft in substantially the form provided in Exhibit A hereto (each, a "Participation Agreement Amendment") at such a time on or before the Class C Certificate Refinancing Date and to perform its obligations thereunder;

(iii) instruct the Class C(R) Pass Through Trustee to instruct the Escrow Agent to provide a Notice of Purchase Withdrawal to the Depository with respect to the Equipment Notes to be issued to such Pass Through Trustee in connection with the refinancing of such Aircraft; and

(iv) specify the aggregate face amount of Series C(R) Equipment Notes, if any, to be issued, and purchased by the Class C(R) Pass Through Trustee, in connection with the refinancing of such Aircraft scheduled on such Class C Certificate Refinancing Date (which shall in all respects comply with the Required Terms).

(c) Upon receipt of a Closing Notice, the Class C(R) Pass Through Trustee shall, and shall cause the Subordination Agent to, enter into and perform their respective obligations under the Intercreditor Amendment and each Indenture Amendment and Participation Agreement Amendment specified in such Closing Notice, provided that such Participation Agreement Amendment, such Indenture Amendment and the Intercreditor Amendment to be entered into pursuant to such Participation Agreement Amendment shall be in the forms of Exhibit A, Exhibit B and Exhibit C hereto, respectively, in all material respects and, provided further that, if any of such Amendments are modified in any material respect, the Company shall have obtained Rating Agency Confirmation from each Rating Agency (to be delivered by the Company to the Class C(R) Pass Through Trustee on or before the relevant Funding Date, it being understood that if Rating Agency Confirmation shall have been received with respect to any Financing Agreements and such Financing Agreements are utilized for other Aircraft without material modifications, no additional Rating Agency Confirmation shall be required); provided, however, that the relevant Financing Agreements as executed and delivered shall not vary the Required Terms. Notwithstanding the foregoing, a Trust Indenture may be modified to the extent required for the issuance of Equipment Notes pursuant to Section 4(a)(v) of this

Agreement, subject to the terms of such Section 4(a)(v) and Section 9.1(c) of the Intercreditor Agreement. The Company shall pay the reasonable costs and expenses of the Rating Agencies in connection with obtaining any such Rating Agency Confirmation. With respect to each Aircraft, the Company shall cause WTC (or such other person that meets the eligibility requirements to act as indenture trustee under the Trust Indenture) to execute as Indenture Trustee the Financing Agreements relating to such Aircraft to which such Indenture Trustee is intended to be a party, and shall concurrently therewith execute such Financing Agreements to which the Company is intended to be a party and perform its respective obligations thereunder. Upon the request of either Rating Agency, the Company shall deliver or cause to be delivered to such Rating Agency a true and complete copy of each Financing Agreement relating to the refinancing of each Aircraft together with a true and complete set of the closing documentation (including legal opinions) delivered to the related Indenture Trustee, Subordination Agent and Pass Through Trustee under the related Participation Agreement.

(d) The Company agrees that all Series C(R) Equipment Notes issued pursuant to any Trust Indenture shall initially be registered in the name of the Subordination Agent on behalf of the Pass Through Trustee.

(e) If, after giving any Closing Notice, there shall be a delay in the Scheduled Closing Date or if the financing thereof in the manner contemplated hereby shall not be consummated for whatever reason, the Company shall give the parties hereto and the Depositary prompt notice thereof. Concurrently with the giving of such notice of postponement or subsequently, the Company shall give the parties hereto and the Depositary a substitute Closing Notice specifying the date to which the refinancing of such Aircraft shall have been re-scheduled (which shall be a Business Day before the Class C(R) Certificate Financing Termination Date). Upon receipt of any such notice of postponement, the Class C(R) Pass Through Trustee shall comply with its obligations under Section 5.01 of the Trust Supplement and thereafter the refinancing of such Aircraft, as specified in such substitute Closing Notice, shall take place on the re-scheduled Closing Date therefor (all on and subject to the terms and conditions of the relevant Financing Agreements) unless further postponed as provided herein.

(f) The Company shall have no liability for the failure of the Class C(R) Pass Through Trustee to purchase the Series C(R) Equipment Notes with respect to any Aircraft.

(g) Anything herein to the contrary notwithstanding, the Company shall not have the right, and shall not be entitled, at any time to request the issuance of Series C(R) Equipment Notes to the Class C(R) Pass Through Trustee in an aggregate face amount in excess of the amount of the Deposits then available for withdrawal by the Escrow Agent under and in accordance with the provisions of the Deposit Agreement.

SECTION 2. Conditions Precedent. The obligations of the Pass Through Trustees, the Subordination Agent and the Indenture Trustee to take the actions set forth in Section 1 are subject to the satisfaction of the following conditions:

(a) the Pass Through Trustees, the Subordination Agent and the Indenture Trustee shall have received the following documents;

(i) this Agreement;

(ii) the broker's report and insurance certificates described in Section E of Annex B of the Trust Indenture with respect to each Aircraft;

(iv) an officer's certificate of the Company, dated as of the Class C Certificate Refinancing Date, stating that its representations and warranties set forth in this Agreement are true and correct as of the Class C Certificate Refinancing Date (or, to the extent that any such representation and warranty expressly related to an earlier date, true and correct as of such earlier date); and

(v) the following opinions of counsel, in each case, dated the Class C Certificate Refinancing Date:

(A) an opinion of Latham & Watkins LLP, special counsel to the Owner, substantially in the form of Exhibit D;

(B) an opinion of Pillsbury Winthrop Shaw Pittman LLP, regulatory counsel to the Company, substantially in the form of Exhibit E;

(C) the opinions of Morris James LLP, special counsel to the Escrow Agent, the Paying Agent, the Indenture Trustees, the Pass Through Trustees and the Subordination Agent, each substantially in the forms of Exhibits F-1 and F-2, respectively; and

(D) a draft opinion of Daugherty, Fowler, Peregrin, Haught & Jenson, special counsel in Oklahoma City, Oklahoma, substantially in the form of Exhibit G;

(b) the Indenture Trustee with respect to each Trust Indenture shall be entitled to the benefits of Section 1110 (as currently in effect) with respect to the right to take possession of the Airframe and Engines secured under such Trust Indenture and to enforce any of its other rights or remedies as provided in such Trust Indenture in the event of a case under Chapter 11 of the Bankruptcy Code in which the Company is a debtor;

(c) on the Class C Certificate Refinancing Date the Indenture Amendments shall have been duly filed for recordation (or shall be in the process of being so duly filed for recordation) with the FAA in accordance with the Act; and

(d) the Series C Equipment Notes have been redeemed on or prior to the Class C Certificate Refinancing Date; and

(e) no Triggering Event shall have occurred.

SECTION 3. Representations and Warranties. (a) The Company represents and warrants that:

(i) the Company is duly incorporated, validly existing and in good standing under the laws of the State of Delaware and is a “citizen of the United States” as defined in Section 40102(a)(15) of the Act, and has the full corporate power, authority and legal right under the laws of the State of Delaware to execute and deliver this Agreement, the Intercreditor Amendment, each Participation Agreement Amendment, each Indenture Amendment and each Series C(R) Equipment Note referred to in Section 1 hereof (each of the foregoing documents herein called a “Transaction Document” and collectively, the “Transaction Documents”) and to carry out the obligations of the Company under this Agreement and each other Transaction Document to which it will be a party;

(ii) the execution and delivery by the Company of this Agreement and each other Transaction Document and the performance by the Company of its obligations under this Agreement and each other Transaction Document have been duly authorized by the Company and will not (A) violate any provision of its Certificate of Incorporation or by-laws, (B) violate any Law applicable to or binding on the Company or (C) violate or constitute any default under (other than any violation or default that would not result in a Material Adverse Change to Owner), or result in the creation of any Lien (other than as permitted under the Trust Indentures) upon any Aircraft under, any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, lease, loan or other material agreement, instrument or document to which it is a party or by which it or any of its properties is bound;

(iii) the execution and delivery by the Company of this Agreement and the other Transaction Documents to which the Company is or will be a party, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company on the Class C Certificate Refinancing Date of the transactions contemplated hereby and thereby do not and will not require the consent or approval of, or the giving of notice to, or the registration with, or the recording or filing of any documents with, or the taking of any other action in respect of, (A) any trustee or other holder of any debt of the Company and (B) any Government Entity, other than (1) the filings and recordations referred to in Section 3(a)(v) and (2) filings, recordations, notices or other ministerial actions pursuant to any routine recording, contractual or regulatory requirements applicable to it;

(iv) this Agreement constitutes, and each other Transaction Document when executed and delivered by the Company will constitute, the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity;

(v) except for the filing for recordation (and the recordation) of the Indenture Amendments under the Act and the filing of continuation statements to

continue effectiveness of the “Financing Statements” (as defined in each Trust Indenture), no further action, including any filing or recording of any document (including any financing statement in respect thereof under Article 9 of the UCC (as defined in the Trust Indentures)) or any registration of any interest with the International Registry (as defined in the Trust Indentures) is necessary in order to establish and perfect the Indenture Trustee’s security interest in each Aircraft or the Indenture Trustee’s International Interest (as defined in the Trust Indentures) in each Airframe and Engine as against the Company and any other Person, in each case, in any applicable jurisdictions in the United States;

(vi) the Company is a U.S. Air Carrier (as defined in the Trust Indentures) and holds all licenses, permits and franchises from the appropriate Government Entities necessary to authorize the Company to lawfully engage in air transportation and to carry on scheduled commercial passenger service as currently conducted, except where the failure to so hold any such license, permit or franchise would not give rise to a Material Adverse Change (as defined in the Trust Indentures) to the Company;

(vi) the Company is not an “investment company” or a company controlled by an “investment company” within the meaning of the Investment Company Act of 1940, as amended;

(vii) neither the Company nor any person authorized to act on its behalf has directly or indirectly offered any beneficial interest or Security (as defined in the Trust Indentures) relating to the ownership of the Aircraft, or any of the Equipment Notes or any other interest in or security under the Trust Indentures, for sale to, or solicited any offer to acquire any such interest or security from, or has sold any such interest or security to, any person in violation of the Securities Act of 1933, as amended; and

(viii) the Indenture Trustee is entitled to the benefits of Section 1110 (as currently in effect) with respect to the right to take possession of each Aircraft and to enforce any of its other rights or remedies as provided in the Trust Indentures in the event of a case under chapter 11 of the Bankruptcy Code in which the Company is a debtor.

(b) WTC represents and warrants that:

(i) it is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware, holds a valid certificate to do business as a Delaware trust company and is a Citizen of the United States and has the full corporate power, authority and legal right under the laws of the United States and of the state of the United States in which it is located and pertaining to its trust and fiduciary powers to execute and deliver this Agreement and each Transaction Document to which it will be a party and to carry out the obligations of WTC, in its capacity as Subordination Agent, Pass Through Trustee or

Indenture Trustee, as the case may be, under this Agreement and each Transaction Document to which it will be a party;

(ii) the execution and delivery by WTC, in its capacity as Subordination Agent, Pass Through Trustee or Indenture Trustee, as the case may be, of this Agreement and each other Transaction Document and the performance by WTC, in its capacity as Subordination Agent, Pass Through Trustee or Indenture Trustee, as the case may be, of its obligations under this Agreement and each other Transaction Document have been duly authorized by WTC, in its capacity as Subordination Agent, Paying Agent, Pass Through Trustee or Indenture Trustee, as the case may be, and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

(iii) this Agreement constitutes, and each other Transaction Document when executed and delivered by WTC will constitute, the legal, valid and binding obligations of WTC, in its capacity as Subordination Agent, Pass Through Trustee or Indenture Trustee, as the case may be, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(c) The Class C(R) Pass Through Trustee hereby confirms to each of the other parties hereto that its representations and warranties set forth in Section 7.15 of the Basic Pass Through Trust Agreement and Section 5.03 of the Trust Supplement are true and correct as of the date hereof.

(d) The Subordination Agent represents and warrants that:

(i) the Subordination Agent is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware, holds a valid certificate to do business as a Delaware trust company and is a Citizen of the United States and has the full corporate power, authority and legal right under the laws of the United States and of the state of the United States in which it is located and pertaining to its trust and fiduciary powers to execute and deliver this Agreement and each other Transaction Document to which it is or will be a party and to perform its obligations under this Agreement and each other Transaction Document to which it is or will be a party;

(ii) this Agreement has been duly authorized, executed and delivered by the Subordination Agent; this Agreement constitutes, and each other Transaction Document to which it will be a party will constitute, the legal, valid and binding obligations of the Subordination Agent enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of

creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity;

(iii) none of the execution, delivery and performance by the Subordination Agent of this Agreement or any other Transaction Document to which it will be a party contravenes any law, rule or regulation of the State of Delaware or any United States governmental authority or agency regulating the Subordination Agent's banking, trust or fiduciary powers or any judgment or order applicable to or binding on the Subordination Agent and do not contravene the Subordination Agent's articles of association or by-laws or result in any breach of, or constitute a default under, any agreement or instrument to which the Subordination Agent is a party or by which it or any of its properties may be bound;

(iv) neither the execution and delivery by the Subordination Agent of this Agreement or any other Transaction Document to which it will be a party nor the consummation by the Subordination Agent of any of the transactions contemplated hereby or thereby requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action with respect to, any Delaware governmental authority or agency or any federal governmental authority or agency regulating the Subordination Agent's banking, trust or fiduciary powers;

(v) there are no Taxes payable by the Subordination Agent imposed by the State of Delaware or any political subdivision or Taxing Authority thereof in connection with the execution, delivery and performance by the Subordination Agent of this Agreement or any other Transaction Document to which it will be a party (other than franchise or other taxes based on or measured by any fees or compensation received by the Subordination Agent for services rendered in connection with the transactions contemplated by the Intercreditor Agreement), and there are no Taxes payable by the Subordination Agent imposed by the State of Delaware or any political subdivision thereof in connection with the acquisition, possession or ownership by the Subordination Agent of any of the Series C(R) Equipment Notes (other than franchise or other taxes based on or measured by any fees or compensation received by the Subordination Agent for services rendered in connection with the transactions contemplated by the Intercreditor Agreement); and

(vi) there are no pending or threatened actions or proceedings against the Subordination Agent before any court or administrative agency which individually or in the aggregate, if determined adversely to it, would materially adversely affect the ability of the Subordination Agent to perform its obligations under this Agreement or any other Transaction Document to which it will be a party.

(e) Each of the Class A Pass Through Trustee, the Class B Pass Through Trustee and the Class C(R) Pass Through Trustee represents and warrants that:

(i) it is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware, holds a valid certificate to do business as a Delaware trust company and is a Citizen of the United States and has the full corporate power, authority and legal right under the laws of the United States and of the state of the United States in which it is located and pertaining to its trust and fiduciary powers to execute and deliver this Agreement and each other Transaction Document to which it is a party and to carry out its obligations under this Agreement and each other Transaction Document to which it will be a party;

(ii) the execution and delivery by it of this Agreement and each of the other Transaction Documents to which it will be a party and the performance by it of its obligations hereunder and thereunder have been duly authorized by it and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

(iii) this Agreement constitutes, and each of the other Transaction Documents to which it will be a party will constitute, the legal, valid and binding obligations of it enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(f) The Indenture Trustee represents and warrants that:

(i) it is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware, holds a valid certificate to do business as a Delaware trust company and is a Citizen of the United States and has the full corporate power, authority and legal right under the laws of the United States and of the state of the United States in which it is located and pertaining to its trust and fiduciary powers to execute and deliver this Agreement and each other Transaction Document to which it is a party and to carry out its obligations under this Agreement and each other Transaction Document to which it will be a party;

(ii) the execution and delivery by it of this Agreement and each of the other Transaction Documents to which it will be a party and the performance by it of its obligations hereunder and thereunder have been duly authorized by it and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

(iii) this Agreement constitutes, and each of the other Transaction Documents to which it will be a party will constitute, the legal, valid and binding obligations of it enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(g) The Escrow Agent represents and warrants that:

(i) the Escrow Agent is a national banking association duly incorporated, validly existing and in good standing under the laws of the United States and has the full corporate power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver this Agreement, the Deposit Agreement and the Escrow and Paying Agent Agreement (the "Escrow Agent Agreement") and to carry out the obligations of the Escrow Agent under the Escrow Agent Agreement;

(ii) the execution and delivery by the Escrow Agent of the Escrow Agent Agreement and the performance by the Escrow Agent of its obligations hereunder and thereunder have been duly authorized by the Escrow Agent and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

(iii) the Escrow Agent Agreement constitutes the legal, valid and binding obligations of the Escrow Agent enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(h) The Paying Agent represents and warrants that:

(i) the Paying Agent is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware, holds a valid certificate to do business as a Delaware trust company and is a Citizen of the United States and has the full corporate power, authority and legal right under the laws of the United States and of the state of the United States in which it is located and pertaining to its trust and fiduciary powers to execute and deliver this Agreement and the Escrow and Paying Agent Agreement (the "Paying Agent Agreement") and to carry out the obligations of the Paying Agent under the Paying Agent Agreement;

(ii) the execution and delivery by the Paying Agent of the Paying Agent Agreement and the performance by the Paying Agent of its obligations hereunder and thereunder have been duly authorized by the Paying Agent and will not

violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

(iii) the Paying Agent Agreement constitutes the legal, valid and binding obligations of the Paying Agent enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

SECTION 4. Covenants. (a) The Company covenants with each of the other parties hereto that:

(i) subject to Section 4(a)(iii) of this Agreement, the Company shall at all times maintain its corporate existence;

(ii) the Company shall at all times remain a U.S. Air Carrier (as defined in the Trust Indentures) and shall at all times be otherwise certificated and registered to the extent necessary to entitle the Indenture Trustee to the rights afforded to secured parties of aircraft equipment under Section 1110;

(iii) Section 4.07 of each Trust Indenture is hereby incorporated by reference herein;

(iv) promptly upon the recordation of the Indenture Amendments pursuant to the Act, the Company shall cause Daugherty, Fowler, Peregrin, Haught & Jenson, special counsel in Oklahoma City, Oklahoma, to deliver to the Company, the Pass Through Trustees and the Indenture Trustee with respect to each Trust Indenture a favorable opinion or opinions addressed to each of them with respect to such recordation; and

(v) the Company shall not redeem and re-issue any Series C(R) Equipment Notes, unless it shall have obtained written confirmation from each Rating Agency that the reissuance of such Equipment Notes, as the case may be, will not result in (1) a reduction of the rating for any Class of Certificates then rated by any Rating Agency that will remain outstanding below the then current rating for such Class of Certificates or (2) a withdrawal or suspension of the rating of any Class of Certificates then rated by any Rating Agency that will remain outstanding. Any redemption or reissuance of the Series B Equipment Notes or Series C(R) Equipment Notes shall be subject to the terms of Section 9.1(c) of the Intercreditor Agreement.

(vi) if (x) the Depository's short-term unsecured debt rating from Moody's Investors Service, Inc. shall at any time fall below P-1 or its long-term credit rating from either Standard & Poor's Ratings Services or Fitch Ratings Ltd. shall at any time fall below A- (such minimum ratings, the "Depository Threshold Ratings") or any such rating shall have been withdrawn or suspended or (y) the Company or the Depository, in its sole discretion, gives written notice to the other of its election that the Depository be replaced, the Company shall, within 30 days after such event occurring, unless the Company shall have received a written confirmation from each Rating Agency to the effect that such downgrade of the Depository will

not result in a downgrade, withdrawal, suspension or reduction of the rating of each Class of Certificates rated by such Rating Agency below the current rating for such Certificates, cause the Depository to be replaced with a depository bank (a "Replacement Depository") on the following terms and preconditions:

(A) the Replacement Depository must meet the Depository Threshold Ratings and the Company shall have obtained written confirmation from each Rating Agency that such replacement will not cause a reduction of any rating then in effect for any Class of Certificates by such Rating Agency (without regard to any downgrading of any rating of the Depository being replaced);

(B) the Company shall pay all fees, expenses and other amounts then owing to the replaced Depository and, except as expressly provided in clause (C) below, the Company shall pay any up-front fee of the Replacement Depository and (without limitation of the foregoing) all out-of-pocket expenses (including reasonable fees and expenses of legal counsel) of the parties hereto (including without limitation all amounts payable to the Rating Agencies) incurred in connection with such replacement;

(C) solely in the case of the Depository making an election in its discretion that it be replaced (and without limitation of clause (A) above), (x) the notice given by the Depository to the Company shall nominate a Replacement Depository, which shall satisfy all of terms and preconditions of this Section 4(a)(vi) (and the Company shall have the right to utilize such nominee as the Replacement Depository or to select another Replacement Depository), (y) the fees, expenses, indemnities and other amounts payable to the Replacement Depository upon its execution of the Replacement Deposit Agreement or thereafter shall not to any extent exceed those which would have been payable to the Depository had such replacement not occurred (it being specifically understood and agreed that any up-front fee of the Replacement Depository shall be paid by the replaced Depository, provided that, if the Company selects a Replacement Depository other than the nominee of the replaced Depository and the upfront fee of such selection exceeds that of such nominee, the Company shall pay such excess), and (without limitation of the foregoing) the Depository shall pay all out-of-pocket expenses (including reasonable fees and expenses of legal counsel) of the parties hereto (including without limitation all amounts payable to the Rating Agencies) incurred in connection with such replacement, and (z) the Replacement Depository shall be willing to enter into a Replacement Deposit Agreement for the Class C(R) Certificates with the Escrow Agent having the same terms and conditions (including without limitation as to the interest to be paid on the Deposits) as the Deposit Agreement to which the Depository is a party; and

(D) the Company or, in the case of the Depository making an election that it be replaced (unless the Company shall have selected such Replacement Depository), the Depository, shall cause the Replacement Depository to enter into a Replacement Deposit Agreement for the Class C(R) Certificates with the Escrow Agent (and, upon request of the Company the Escrow Agent agrees to enter into any such Replacement Deposit Agreement) and shall cause the Replacement Depository to deliver to the Company and each Rating Agency legal opinions and other closing documentation substantially similar in scope and substance as those that were delivered by the Depository being replaced in connection with the execution and delivery of the Deposit Agreement being replaced.

Upon satisfaction of the foregoing conditions, the Company shall instruct the Class C(R) Pass Through Trustee, and each such Pass Through Trustee agrees, to execute and deliver to the Escrow Agent a duly completed Withdrawal Certificate (as defined in the Escrow and Paying Agent Agreement) together with a Notice of Replacement Withdrawal (as defined in the Escrow and Paying Agent Agreement).

Each of the parties hereto agrees, at the Company's request, to enter into any amendments to this Agreement, the Escrow and Paying Agent Agreement and any other Operative Agreements as may be necessary or desirable to give effect to the replacement of the Depository with the Replacement Depository and the replacement of the Deposit Agreement with the Replacement Deposit Agreement.

Upon the execution and delivery of the Replacement Deposit Agreement, the Replacement Depository shall be deemed to be the Depository with all of the rights and obligations of the Depository hereunder and under the other Operative Agreements and the Replacement Deposit Agreement shall be deemed to be the Deposit Agreement hereunder and under the other Operative Agreements, except that the obligations of the replaced Depository under its Deposit Agreement resulting from the delivery of any Withdrawal Notice delivered thereunder shall remain in full force and effect notwithstanding the execution and delivery of the Replacement Deposit Agreement.

(vii) Promptly after the occurrence of a Triggering Event or an Indenture Default resulting from the failure of the Company to make payments on any Equipment Note and on every Regular Distribution Date while the Triggering Event or such Indenture Default shall be continuing, the Company will, at the Subordination Agent's request from time to time but in any event no more frequently than once every three months, provide to the Subordination Agent a statement setting forth the following information with respect to each Aircraft then subject to the lien of a Trust Indenture: (A) whether the Aircraft are currently in service or parked in storage, (B) the maintenance status of the Aircraft and (C) the location of the Engines (as defined in the respective Trust Indentures to which such Aircraft are subject). As used in this sentence, the terms "Triggering Event," "Indenture Default" and "Regular Distribution Date" shall have the respective meanings set forth in the Intercreditor Agreement as originally executed.

(b) WTC, in its individual capacity, covenants with each of the other parties to this Agreement that it will, immediately upon obtaining knowledge of any facts that would cast doubt upon its continuing status as a "citizen of the United States" as defined in Section 40102(a)(15) of the Act and promptly upon public disclosure of negotiations in respect of any transaction which would or might adversely affect such status, notify in writing all parties hereto of all relevant matters in connection therewith. Upon WTC giving any such notice, WTC shall, subject to Section 9.01 of any Trust Indenture then entered into, resign as Indenture Trustee in respect of such Trust Indenture.

SECTION 5. Notices. Unless otherwise specifically provided herein, all notices required or permitted by the terms of this Agreement shall be in English and in writing, and any such notice shall become effective upon being delivered personally or, if promptly confirmed by mail, when dispatched by facsimile or other written telecommunication, addressed to such party hereto at its address or facsimile number set forth below the signature of such party at the foot of

this Agreement or to such other address or facsimile number as such party may hereafter specify by notice to the other parties.

SECTION 6. [Intentionally Omitted].

SECTION 7. Further Assurances. Each party hereto shall duly execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further agreements, instruments, certificates or documents, and shall do and cause to be done such further acts and things, in any case, as any other party hereto shall reasonably request in connection with its administration of, or to carry out more effectually the purposes of, or to better assure and confirm unto it the rights and benefits to be provided under, this Agreement.

SECTION 8. Miscellaneous. (a) Provided that the transactions contemplated hereby have been consummated, in whole or in part, and except as otherwise provided for herein, the representations, warranties and agreements herein of the Company, the Subordination Agent, the Pass Through Trustees and the Indenture Trustee, and the Company's, the Subordination Agent's, the Pass Through Trustees' and the Indenture Trustee's obligations under any and all thereof, shall survive the expiration or other termination of this Agreement and the other agreements referred to herein.

(b) This Agreement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Agreement, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Agreement, but all of such counterparts together shall constitute one instrument. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought. The index preceding this Agreement and the headings of the various Sections of this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and permitted assigns, the Pass Through Trustee and its successors as Pass Through Trustee (and any additional trustee appointed) under any of the Pass Through Trust Agreements, the Escrow Agent and its successors as Escrow Agent under the Escrow and Paying Agent Agreement, the Paying Agent and its successors as Paying Agent under the Escrow and Paying Agent Agreement, the Subordination Agent and its successors as Subordination Agent under the Intercreditor Agreement and the Indenture Trustee and its successors as Indenture Trustee under each Trust Indenture.

(c) This Agreement is not intended to, and shall not, provide any person not a party hereto (other than the Underwriter) with any rights of any nature whatsoever against any of the parties hereto, and no person not a party hereto (other than the Underwriter) shall have any right, power or privilege in respect of, or have any benefit or interest arising out of, this Agreement.

SECTION 9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT IS BEING DELIVERED IN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN AIRLINES, INC.

By /s/ Thomas T. Weir

Name: Thomas T. Weir
Title: Vice President and Treasurer
Address: 4333 Amon Carter Blvd.
Fort Worth, Texas 76155
Attention: Corporate Secretary
Facsimile: ###

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise
provided herein, but solely as Class C(R) Pass
Through Trustee, as Subordination Agent, as
Indenture Trustee and Paying Agent

By /s/ Lynette J. Hilgar

Name: Lynette J. Hilgar
Title: Financial Service Officer
Address: 1100 North Market Street
Wilmington, Delaware 19890-1605
Attention: Corporate Trust
Administration
Facsimile: ###

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Escrow Agent

By /s/ Lynette J. Hilgar

Name: Lynette J. Hilgar

Title: Banking Officer

Address: 1100 North Market Street
Wilmington, Delaware 19890-1605
Attention: Corporate Trust
Administration
Facsimile: ###

SCHEDULE I to
Note Purchase Agreement

AIRCRAFT

No.	U.S. Registration No.	Airframe Manufacturer	Airframe Model (including generic manufacturer and model)	Airframe MSN	Engine Manufacturer	Engine Model (including generic manufacturer and model)
1.	N152UW	Airbus	A321-211 (A321-200)	5588	CFM International, Inc.	CFM56-5B3/3B1
2.	N153UW	Airbus	A-321-211 (A321-200)	5594	CFM International, Inc.	CFM56-5B3/3B1
3.	N154UW	Airbus	A321-211 (A321-200)	5644	CFM International, Inc.	CFM56-5B3/3B1
4.	N155UW	Airbus	A321-211 (A321-200)	5659	CFM International, Inc.	CFM56-5B3/3B1
5.	N156UW	Airbus	A321-211 (A321-200)	5684	CFM International, Inc.	CFM56-5B3/3B1
6.	N157UW	Airbus	A321-211 (A321-200)	5696	CFM International, Inc.	CFM56-5B3/3B1
7.	N567UW	Airbus	A321-231 (A321-200)	5728	IAE International Aero Engines AG	V2533-A5
8.	N286AY	Airbus	A330-243 (A330-200)	1415	Rolls Royce plc.	Trent 772B-60
9.	N287AY	Airbus	A330-243 (A330-200)	1417	Rolls Royce plc.	Trent 772B-60
10.	N288AY	Airbus	A330-243 (A330-200)	1441	Rolls Royce plc.	Trent 772B-60
11.	N289AY	Airbus	A330-243 (A330-200)	1455	Rolls Royce plc.	Trent 772B-60

Sch. I-1

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

SCHEDULE II to
Note Purchase Agreement

REQUIRED TERMS

Equipment Notes

Obligor: The Company

Maximum Principal Amount: \$100,000,000

The original principal amount and amortization schedule of the Series C(R) Equipment Notes issued with respect to an Aircraft shall be as set forth in the following tables (*provided* that, if any such Equipment Note is issued on or after any date scheduled for a principal payment in the applicable amortization table below, the original principal amount of such Equipment Note shall be reduced by the aggregate principal amount scheduled for payment on or prior to such issuance date and the principal amortization schedule for such Equipment Note will commence on December 3, 2018):

OUTSTANDING PRINCIPAL AMOUNTS OF EQUIPMENT NOTES

<u>Aircraft</u>	<u>Series C(R)</u>
N152UW	\$ 6,382,000
N153UW	\$ 6,382,000
N154UW	\$ 6,402,000
N155UW	\$ 6,402,000
N156UW	\$ 6,517,000
N157UW	\$ 6,517,000
N567UW	\$ 7,159,000
N286AY	\$10,144,000
N287AY	\$10,144,000
N288AY	\$10,509,000
N289AY	\$23,442,000

Sch. II-1

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

AMORTIZATION SCHEDULES

Series C(R) Equipment Notes

Airbus A321-211

N152UW

Payment Date	Percentage of Original Principal Amount to be Paid
June 3, 2018	0.000000000%
December 3, 2018	0.000000000%
June 3, 2019	0.000000000%
December 3, 2019	0.000000000%
June 3, 2020	0.000000000%
December 3, 2020	0.000000000%
June 3, 2021	100.000000000%

Sch. II-2

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A321-211
N153UW

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-3

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A321-211
N154UW

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
June 3, 2018	0.000000000%
December 3, 2018	0.000000000%
June 3, 2019	0.000000000%
December 3, 2019	0.000000000%
June 3, 2020	0.000000000%
December 3, 2020	0.000000000%
June 3, 2021	100.000000000%

Sch. II-4

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A321-211
N155UW

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-5

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A321-211
N156UW

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-6

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A321-211
N157UW

Payment Date	Percentage of Original Principal Amount to be Paid
June 3, 2018	0.000000000%
December 3, 2018	0.000000000%
June 3, 2019	0.000000000%
December 3, 2019	0.000000000%
June 3, 2020	0.000000000%
December 3, 2020	0.000000000%
June 3, 2021	100.000000000%

Sch. II-7

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes

Airbus A321-231

N567UW

Payment Date	Percentage of Original Principal Amount to be Paid
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-8

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes

Airbus A330-243

N286AY

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-9

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes

Airbus A330-243

N287AY

Payment Date	Percentage of Original Principal Amount to be Paid
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-10

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A330-243
N288AY

Payment Date	Percentage of Original Principal Amount to be Paid
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-11

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

Series C(R) Equipment Notes
Airbus A330-243
N289AY

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
June 3, 2018	0.0000000000%
December 3, 2018	0.0000000000%
June 3, 2019	0.0000000000%
December 3, 2019	0.0000000000%
June 3, 2020	0.0000000000%
December 3, 2020	0.0000000000%
June 3, 2021	100.0000000000%

Sch. II-12

Note Purchase Agreement
American Airlines 2012-2C(R) Aircraft EETC

ANNEX A to
Note Purchase Agreement

DEFINITIONS

DEFINITIONS

“Act” means 49 U.S.C. §§ 40101-46507.

“Agreement” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Aircraft” has the meaning set forth in the second recital to the Note Purchase Agreement.

“Bankruptcy Code” means the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

“Basic Pass Through Trust Agreement” means the Pass Through Trust Agreement, dated September 16, 2014, between the Company and Pass Through Trustee, as such agreement may be supplemented, amended or modified, but does not include any Trust Supplement.

“Business Day” means any day, other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close in New York, New York, Phoenix, Arizona, or Wilmington, Delaware.

“Certificates” means the Class A Certificates, Class B Certificates and Class C(R) Certificates.

“Certificateholder” means the Person in whose name a Certificate is registered in the Register.

“Class” means the class of Certificates issued by each Pass Through Trust.

“Class A Certificates” means Certificates issued by the Class A Pass Through Trust.

“Class A Pass Through Trustee” means the Pass Through Trustee for the grantor trust created to facilitate the issuance and sale of Class A Certificates in connection with the issuance of Series A Equipment Notes.

“Class A/B Note Purchase Agreement” means the Note Purchase Agreement, dated December 13, 2012, as amended by Amendment No. 1 dated as of June 6, 2013, among the Company, WTC as pass through trustee under the pass through trust agreements referred to therein, the Subordination Agent, the Indenture Trustee, the Escrow Agent and the Paying Agent.

“Class B Certificates” means Certificates issued by the Class B Pass Through Trust.

“Class B Pass Through Trustee” means the Pass Through Trustee for the grantor trust created to facilitate the issuance and sale of Class B Certificates in connection with the issuance of Series B Equipment Notes.

“Class C Certificates” means Certificates issued by the Class C Pass Through Trust.

“Class C Certificate Refinancing Date” has the meaning set forth in Section 1A(b)(i) of the Note Purchase Agreement.

“Class C Pass Through Trust” means a grantor trust created to facilitate the issuance and sale of Class C Certificates in connection with the issuance of Series C Equipment Notes.

“Class C Pass Through Trust Agreement” means a Trust Supplement entered into in connection with the creation of the Class C Pass Through Trust, together with the Original Basic Pass Through Trust Agreement.

“Class C Pass Through Trustee” means WTC, in its capacity as trustee under the Class C Pass Through Trust Agreement.

“Class C(R) Certificate Financing Termination Date” has the meaning set forth in Section 1A(b)(i) of the Note Purchase Agreement.

“Class C(R) Certificates” has the meaning set forth in the eighth recital to the Note Purchase Agreement.

“Class C(R) Pass Through Trust” has the meaning set forth in the eighth recital to the Note Purchase Agreement.

“Class C(R) Pass Through Trust Agreement” has the meaning set forth in the eighth recital to the Note Purchase Agreement.

“Closing Notice” has the meaning set forth in Section 1A(b) of the Note Purchase Agreement.

“Company” means American Airlines, Inc., a Delaware corporation.

“Deposits” has the meaning set forth in the twelfth recital to the Note Purchase Agreement.

“Deposit Agreement” has the meaning set forth in the twelfth recital to the Note Purchase Agreement.

“Depository” means the New York branch of Natixis S.A.

“Depository Threshold Ratings” has the meaning set forth in Section 4(a)(vi) of the Note Purchase Agreement.

“Equipment Notes” means and includes any equipment notes issued under any Trust Indenture in the form specified in Section 2.01 thereof (as such form may be varied pursuant to the terms of such Trust Indenture) and any Equipment Note issued under any Trust Indenture in exchange for or replacement of any other Equipment Note.

“Escrow Agent” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Escrow Agent Agreement” has the meaning set forth in Section 3(g)(i) of the Note Purchase Agreement.

“Escrow and Paying Agent Agreement” has the meaning set forth in the twelfth recital to the Note Purchase Agreement.

“Existing Intercreditor Agreement” has the meaning set forth in the ninth recital to the Note Purchase Agreement.

“Existing Note Purchase Agreements” has the meaning set forth in the fourth recital to the Note Purchase Agreement.

“FAA” means the Federal Aviation Administration of the United States.

“Financing Agreements” means, collectively, the Participation Agreement, the Participation Agreement Amendment, the Trust Indenture, the Indenture Amendment and the Equipment Notes issued thereunder.

“Government Entity” means (a) any federal, state, provincial or similar government, and any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any such government or otherwise exercising any executive, legislative, judicial, administrative or regulatory functions of such government or (b) any other government entity having jurisdiction over any matter contemplated by the Operative Agreements or relating to the observance or performance of the obligations of any of the parties to the Operative Agreements.

“Indenture Amendment” has the meaning set forth in Section 1(c) of the Note Purchase Agreement.

“Indenture Trustee” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Intercreditor Agreement” has the meaning set forth in the ninth recital to the Note Purchase Agreement.

“Intercreditor Amendment” has the meaning set forth in the ninth recital to the Note Purchase Agreement.

“Issuance Date” means the date of the original issuance of the Certificates.

“Law” means (a) any constitution, treaty, statute, law, decree, regulation, order, rule or directive of any Government Entity, and (b) any judicial or administrative interpretation or application of, or decision under, any of the foregoing.

“Note Purchase Agreement” means the Note Purchase Agreement to which this Annex A is attached.

“Notice of Purchase Withdrawal” with respect to each Deposit Agreement, means the notice set forth in Exhibit A to the Closing Notice, attached as Exhibit H to the Note Purchase Agreement.

“Operative Agreements” means, collectively, the Pass Through Trust Agreements, the Escrow and Paying Agent Agreement, the Deposit Agreement, the Intercreditor Agreement, the Equipment Notes, the Certificates and the Financing Agreements, including any amendments to such documents.

“Original Basic Pass Through Trust Agreement” means the Pass Through Trust Agreement, dated December 21, 2010, between the Company and Pass Through Trustee, as such agreement may be supplemented, amended or modified, but does not include any Trust Supplement.

“Participation Agreement” means, the Participation Agreement substantially in the form of Exhibit A to the Note Purchase Agreement.

“Participation Agreement Amendment” has the meaning set forth in Section 1A(b)(ii) of the Note Purchase Agreement.

“Pass Through Trust Agreement” means the Trust Supplement referred to in the eighth recital to the Note Purchase Agreement, together in each case with the Basic Pass Through Trust Agreement, each dated as of the Issuance Date, by and between the Company and Pass Through Trustee.

“Pass Through Trustee” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Paying Agent” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Paying Agent Agreement” has the meaning set forth in Section 3(h)(i) of the Note Purchase Agreement.

“Person” means any individual, firm, partnership, joint venture, trust, trustee, Government Entity, organization, association, corporation, limited liability company, government agency, committee, department, authority and other body, corporate or incorporate, whether having distinct legal status or not, or any member of any of the same.

“Rating Agencies” means, collectively, at any time, each nationally recognized rating agency which shall have been requested to rate the Certificates and which shall then be rating the Certificates. The initial Rating Agencies will be Fitch Ratings Ltd., Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

“Rating Agency Confirmation” means, with respect to any Financing Agreement, that has been modified in any material respect from the forms thereof attached to the Note Purchase Agreement, a written confirmation from each of the Rating Agencies that the use of such Financing Agreement with such modifications would not result in (i) a reduction of the rating for any Class of Certificates then rated by the Rating Agencies below the then current rating for such Class of Certificates or (ii) a withdrawal or suspension of the rating of any Class of Certificates then rated by the Rating Agencies.

“Replacement Deposit Agreement” means, for each Class of Certificates, a deposit agreement substantially in the form of the replaced Deposit Agreement for such Class of Certificates as shall permit the Rating Agencies to confirm in writing their respective ratings then in effect for such Class of Certificates (before the downgrading of such ratings, if any, as a result of the downgrading of the Depository, if applicable).

“Replacement Depositary” has the meaning set forth in Section 4(a)(vi) of the Note Purchase Agreement.

“Required Terms” means the terms set forth on Schedule II to the Note Purchase Agreement.

“Scheduled Closing Date” has the meaning set forth in Section 1A(b) of the Note Purchase Agreement.

“Section 1110” means 11 U.S.C. § 1110 of the Bankruptcy Code or any successor or analogous Section of the federal bankruptcy Law in effect from time to time.

“Series A Equipment Notes” means the “Series A Equipment Notes” as defined in each Trust Indenture entered into pursuant to the Series A/B Note Purchase Agreement.

“Series A/B Note Purchase Agreement” has the meaning set forth in the second recital to the Note Purchase Agreement.

“Series B Equipment Notes” means the “Series B Equipment Notes” as defined in each Trust Indenture entered into pursuant to the Series A/B Note Purchase Agreement.

“Series C Equipment Notes” means the “Series C Equipment Notes” as defined in each Trust Indenture entered into pursuant to the Series C Note Purchase Agreement.

“Series C(R) Equipment Notes” means the “Series C(R) Equipment Notes” as defined in each Trust Indenture entered into pursuant to the Agreement.

“Series C Note Purchase Agreement” has the meaning set forth in the fourth recital to the Note Purchase Agreement.

“Subordination Agent” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Taxes” means all license, recording, documentary, registration and other similar fees and all taxes, levies, imposts, duties, charges, assessments or withholdings of any nature whatsoever imposed by any Taxing Authority, together with any penalties, additions to tax, fines or interest thereon or additions thereto.

“Taxing Authority” means any federal, state or local government or other taxing authority in the United States, any foreign government or any political subdivision or taxing authority thereof, any international taxing authority or any territory or possession of the United States or any taxing authority thereof.

“Transaction Documents” has the meaning set forth in Section 3(a)(i) of the Note Purchase Agreement.

“Triggering Event” has the meaning assigned to such term in the Intercreditor Agreement.

“Trust Indenture” means the Trust Indenture and Security Agreement substantially in the form of Exhibit C to the Note Purchase Agreement.

“Trust Supplement” means an agreement supplemental to the Basic Pass Through Trust Agreement pursuant to which (i) a separate trust is created for the benefit of the holders of the Class C(R) Certificates, (ii) the issuance of the Class C(R) Certificates representing fractional undivided interests in such trust is authorized and (iii) the terms of the pass through certificates of such class are established.

“Underwriter” has the meaning set forth in the tenth recital to the Note Purchase Agreement.

“Underwriting Agreement” has the meaning set forth in the tenth recital to the Note Purchase Agreement.

“WTC” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

EXHIBIT A to
Note Purchase Agreement

FORM OF PARTICIPATION AGREEMENT AMENDMENT

FORM OF AMENDMENT NO. [1][2] TO PARTICIPATION AGREEMENT (MSN [___])

AMENDMENT NO. [1][2], dated as of [____], 201[] (this "Amendment") TO PARTICIPATION AGREEMENT (MSN [___]) dated as of [____], 201[] (as amended prior to the date hereof, the "Participation Agreement") is made by and among AMERICAN AIRLINES, INC., a Delaware corporation (together with its successors and assigns, the "Owner") and WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity, except as expressly stated therein, but solely as Indenture Trustee (the "Indenture Trustee"), as Subordination Agent (the "Subordination Agent"), as Pass Through Trustee under each of the Class A Pass Through Trust Agreement, the Class B Pass Through Trust Agreement[, the Class C Pass Through Trust Agreement] and the Class C(R) Pass Through Trust Agreement (the "Pass Through Trustee").

WITNESSETH:

[WHEREAS, on the Closing Date, which occurred on [___], 201[], the Owner (as successor by merger with US Airways, Inc.), the Indenture Trustee, the Subordination Agent and the Pass Through Trustee under the Class A Pass Through Trust Agreement and the Class B Pass Through Trust Agreement entered into that certain Participation Agreement (MSN [___]), dated as of [___], 201[] (the "Original Participation Agreement"), in order to provide for the financing of the Aircraft described therein;

WHEREAS, on [June 6, 2013], the Owner (as successor by merger with US Airways, Inc.), the Indenture Trustee, the Subordination Agent and the Pass Through Trustee under the Class A Pass Through Trust Agreement, the Class B Pass Through Trust Agreement and the Class C Pass Through Trust Agreement entered into that certain Amendment No. 1 to Participation Agreement (MSN [___]), dated as of [June 6, 2013] (the "Prior Participation Agreement Amendment") and the Original Participation Agreement, as amended by the Prior Participation Agreement Amendment, the "Existing Participation Agreement"), in order to provide for the financing of the Aircraft described therein;]¹

[WHEREAS, on the Closing Date, which occurred on [___], 201[], the Owner (as successor by merger with US Airways, Inc.), the Indenture Trustee, the Subordination Agent and the Pass Through Trustee under the Class A Pass Through Trust Agreement, the Class B Pass Through Trust Agreement and the Class C Pass Through Trust Agreement entered into that certain Participation Agreement (MSN [___]), dated as of [___], 201[] (the "Existing Participation Agreement"), in order to provide for the financing of the Aircraft described therein;]²

WHEREAS, pursuant to each of the Pass Through Trust Agreements, the Pass Through Trusts were created and the Pass Through Certificates were issued and sold.

¹ Insert for Aircraft that were "Funded" Aircraft as of the Class C Certificate Issuance Date.

² Insert for Aircraft that were "Pre-Funded" Aircraft as of the Class C Certificate Issuance Date.

WHEREAS, prior to the date hereof, each Applicable Pass Through Trustee has used a portion of the proceeds from the issuance and sale of the Pass Through Certificates issued by each Applicable Pass Through Trust to purchase from the Owner, on behalf of the related Applicable Pass Through Trust, the Equipment Note bearing the same interest rate as the Pass Through Certificates issued by such Pass Through Trust.

WHEREAS, the last paragraph of Section 2.1 of the Existing Participation Agreement provides that, subject to the terms of the Note Purchase Agreement, the Series C Note Purchase Agreement and the Intercreditor Agreement (as in effect immediately prior to the date hereof), the Owner shall have the option to issue, redeem and reissue the Series C Equipment Notes;

WHEREAS, on April 30, 2018, the Owner delivered written notice to the Indenture Trustee and the Note Holders of the Series C Equipment Notes of its intent to redeem the Series C Equipment Notes on the date hereof;

WHEREAS, pursuant to the terms of the Note Purchase Agreement, the Series C Note Purchase Agreement and the Intercreditor Agreement (as in effect immediately prior to the date hereof), Owner now desires to redeem the Series C Equipment Notes and issue new "Series C Equipment Notes" (as defined in the Trust Indenture) designated as "Series C(R) Equipment Notes" (such Equipment Notes, the "Series C(R) Equipment Notes");

WHEREAS, concurrently with the execution and delivery of this Amendment, (i) the Owner shall have redeemed the Series C Equipment Notes in full and interest on the Series C Equipment Notes shall cease to accrue on and after such redemption and (ii) the Owner and the Indenture Trustee entered into certain amendments to the Trust Indenture (MSN [___]), dated as of [___], 20[___] (as [amended by that certain Amendment No. 1 thereto, dated as of [June 6], 2013 and as further]³ amended, restated or otherwise modified, the "Trust Indenture"), pursuant to which, among other things, the Owner will issue the Series C(R) Equipment Notes under the Trust Indenture; and

WHEREAS, all things have been done to make the Series C(R) Equipment Notes, when executed by the Owner and authenticated and delivered by the Indenture Trustee under the Trust Indenture, the valid, binding and enforceable obligations of the Owner.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment, including the recital of the parties and the other preceding recitals, have the respective meanings specified therefor in the Trust Indenture.

³ Insert for Aircraft that were "Funded" Aircraft as of the Class C Certificate Issuance Date.

Section 2. Amendment. Effective as of the date hereof, the Participation Agreement shall be amended as follows:

(a) all references to “this Participation Agreement” in the Participation Agreement shall be deemed to refer to the Participation Agreement as amended by this Amendment, and all references in the Participation Agreement or in any other Pass Through Agreement or Operative Agreement to the Participation Agreement shall be deemed to refer to the Participation Agreement as amended by this Amendment;

(b) the Class C(R) Trustee shall be added as a party to the Participation Agreement; and

(c) Schedule 1 to the Participation Agreement shall be amended by inserting after the last row thereof the following:

Wilmington Trust Company, as Pass Through Trustee for the 2012-2C(R) Pass Through Trust

Wilmington Trust Company
Wilmington, Delaware 19890
Account No.: [____]
ABA#: ###
Attention: Corporate Trust Administration
Reference: US Airways 2012-2

Wilmington Trust Company
1100 North Market Square
Wilmington, Delaware 19890
Attention: Corporate Trust Administration
Facsimile: ###

Section 3. No Other Amendments. Except as expressly provided in this Amendment, all of the terms and conditions of the Participation Agreement shall remain in full force and effect and are hereby ratified and confirmed.

Section 4. Miscellaneous. The terms of this Amendment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. The terms of this Amendment shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

AMERICAN AIRLINES, INC.

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly
set forth herein but solely as Indenture Trustee

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly
set forth herein but solely as Pass Through
Trustee under the Pass Through Trust Agreement
for the US Airways Pass Through Trust, 2012-2A-S

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly
set forth herein but solely as Pass Through
Trustee under the Pass Through Trust Agreement
for the US Airways Pass Through Trust, 2012-2B-S

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly
set forth herein but solely as Pass Through
Trustee under the Pass Through Trust Agreement
for the US Airways Pass Through Trust, 2012-2C(R)

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly
set forth herein but solely as Subordination Agent

By _____
Name:
Title:

EXHIBIT B to
Note Purchase Agreement

FORM OF INDENTURE AMENDMENT

FORM OF AMENDMENT NO. [1][2]² TO TRUST INDENTURE AND SECURITY AGREEMENT (MSN [___]))

AMENDMENT NO. [1][2], dated as of [June 1], 2018 (this "Amendment") TO TRUST INDENTURE AND SECURITY AGREEMENT (MSN [___]) dated as of [___] 201[_] (as amended prior to the date hereof, the "Trust Indenture") between AMERICAN AIRLINES, INC., a Delaware corporation (as successor by merger with US Airways, Inc.) (together with its successors and permitted assigns, the "Owner"), WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity, except as expressly stated therein, but solely as Indenture Trustee (the "Indenture Trustee") and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national association, as Securities Intermediary (together with its successors, the "Securities Intermediary").

WITNESSETH:

[**WHEREAS**, on the Closing Date, which occurred on [___], 201[_], the Owner, the Indenture Trustee and the Securities Intermediary entered into the Trust Indenture, as supplemented by the Trust Indenture and Security Agreement Supplement (MSN [___]), dated as of [___], 201[_], which were recorded as one instrument by the FAA on [___], 201[_] and were assigned Conveyance No. [___] (the "Original Indenture"), pursuant to which, among other things, the Company issued to the Subordination Agent the Series A Equipment Notes and the Series B Equipment Notes, in each case in the applicable original principal amount, having the applicable maturity and bearing interest at the applicable Debt Rate as specified on Schedule I to the Original Indenture;

[**WHEREAS**, on [___], the Owner, the Indenture Trustee and the Securities Intermediary entered into the Amendment No. 1 to Trust Indenture and Security Agreement, Supplement (MSN [___]), dated as of [___], 201[_], which was recorded by the FAA on [___], 201[_] and was assigned Conveyance No. [___] (the "Prior Indenture Amendment" and the Original Indenture, as amended by the Prior Indenture Amendment, the "Existing Indenture"), pursuant to which, among other things, the Company issued to the Subordination Agent the Series C Equipment Notes in the applicable original principal amount, having the applicable maturity and bearing interest at the applicable Debt Rate as specified on Schedule I to the Prior Indenture Amendment;]³

[**WHEREAS**, on the Closing Date, which occurred on [___], 201[_], the Owner, the Indenture Trustee and the Securities Intermediary entered into the Trust Indenture, as supplemented by the Trust Indenture and Security Agreement Supplement (MSN [___]), dated as of [___], 20[_], which were recorded as one instrument by the FAA on [___], 201[_] and were assigned Conveyance No. [___] (the "Existing Indenture"), pursuant to which, among other things, the Company issued to the Subordination Agent the Series A Equipment Notes, the

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- 1 To be inserted for Aircraft that had already been funded as of the Class C Certificate Issuance Date.
 - 2 To be inserted for Aircraft that were "New Delivery" Aircraft as of the Class C Certificate Issuance Date.
 - 3 To be inserted for Aircraft that had already been funded as of the Class C Certificate Issuance Date.

Series B Equipment Notes and the Series C Equipment Notes, in each case in the applicable original principal amount, having the applicable maturity and bearing interest at the applicable Debt Rate as specified on Schedule I to the Existing Indenture;]⁴

WHEREAS, Section 2.10(c) of the Existing Indenture provides that, subject to compliance with the conditions set forth in Section 4(a)(v) of the Note Purchase Agreement and the Series C Note Purchase Agreement) and Section 9.01(c) of the Intercreditor Agreement, the Owner shall have the option to redeem all (but not less than all) of the Series C Equipment Notes upon at least thirty (30) days' revocable prior written notice to the Indenture Trustee and the Note Holders so long as, among other things, simultaneously therewith new Series C Equipment Notes shall be reissued;

WHEREAS, on April 30, 2018, the Owner delivered written notice to the Indenture Trustee and the Note Holders of the Series C Equipment Notes of its intent to redeem the Series C Equipment Notes on the date hereof;

WHEREAS, the Owner now desires to redeem the Series C Equipment Notes and issue new "Series C Equipment Notes" (as defined in the Trust Indenture) designated as "Series C(R) Equipment Notes" (such Equipment Notes, the "Series C(R) Equipment Notes"), which Series C(R) Equipment Notes are to be secured by a security interest in all right, title and interest of the Owner in and to the Aircraft and certain other property described in the Trust Indenture;

WHEREAS, concurrently with the execution and delivery of this Amendment, (i) the Owner shall have redeemed the Series C Equipment Notes in full and interest on the Series C Equipment Notes shall cease to accrue on and after such redemption and (ii) the Owner, WTC, as Class A Trustee, Class B Trustee[, Class C Trustee] and Class C(R) Trustee (as defined in the PA Amendment referred to below), the Subordination Agent and the Indenture Trustee entered into that certain Amendment No. [1][2] to Participation Agreement (MSN [___]), dated as of the date hereof (the "PA Amendment"), pursuant to which, among other things, Series C(R) Equipment Notes specified in Schedule I hereto and substantially in the form set forth in Section 2.01 of the Trust Indenture will be issued to the Subordination Agent;

WHEREAS, in connection with such issuance of the Series C(R) Equipment Notes and other transactions contemplated by the PA Amendment, the Owner and the Indenture Trustee desire to amend the Existing Indenture pursuant to Section 10.01(b)(vii) to provide for the Owner's reissuance of "Series C Equipment Notes" (as defined in the Trust Indenture) (in the form of the Series C(R) Equipment Notes) on the terms provided herein and therein;

WHEREAS, upon the redemption of the Series C Equipment Notes, all things have been done to make the Series C(R) Equipment Notes, when executed by the Owner and authenticated and delivered by the Indenture Trustee under the Trust Indenture, the valid, binding and enforceable obligations of the Owner; and

⁴ To be inserted for Aircraft that were "New Delivery" Aircraft as of the Class C Certificate Issuance Date.

WHEREAS, all things necessary to make this Amendment a legal, valid and binding obligation of the Owner have been done and performed and have occurred.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment, including the recital of the parties and the other preceding recitals, have the respective meanings specified therefor in the Trust Indenture.

Section 2. Amendment. Effective as of the date hereof, the Trust Indenture shall be amended as follows:

(a) all references to “this Trust Indenture” in the Trust Indenture shall be deemed to refer to the Trust Indenture as amended by this Amendment, and all references in the Trust Indenture or in any other Pass Through Agreement or Operative Agreement to the Trust Indenture shall be deemed to refer to the Trust Indenture as amended by this Amendment;

(b) Annex A to the Trust Indenture shall be amended by adding in alphabetic order within said Annex the following new definitions:

““Amendment No. [1][2] to Trust Indenture” means the Amendment No. [1][2] to the Trust Indenture, dated as of [June 1], 2018, among the Owner, the Securities Intermediary and the Indenture Trustee.”

““Amendment No. [1][2] to Participation Agreement” means the Amendment No. [1][2] to the Participation Agreement, dated as of [June 1], 2018, among the Owner and the Indenture Trustee.

““Original Basic Pass Through Trust Agreement” means the Pass Through Trust Agreement, dated December 21, 2010, between the Owner and Pass Through Trustee, but does not include any Trust Supplement.”

““Class C Certificate Refinancing Date” means [June 1], 2018.”

““Class C(R) Certificates” means the pass through certificates issued pursuant to the Class C(R) Pass Through Trust Agreement.”

““Class C(R) Pass Through Trust” means a grantor trust created to facilitate the issuance and sale of Class C(R) Certificates in connection with the issuance of Series C(R) Equipment Notes.”

““Class C(R) Pass Through Trust Agreement” means a Trust Supplement entered into in connection with the creation of the Class C(R) Pass Through Trust, together with the Basic Pass Through Trust Agreement.”

“Series C(R)” or “Series C(R) Equipment Notes” means the Equipment Notes issued under the Trust Indenture pursuant to the Series C(R) Note Purchase Agreement.”

“Series C(R) Deposit Agreement” means the Deposit Agreement between the Series C(R) Escrow Agent and the Natixis S.A. acting through its New York branch, dated as of the Class C Certificate Refinancing Date.”

“Series C(R) Note Purchase Agreement” means the Note Purchase Agreement, dated as of May 15, 2018, among the Owner, the Pass Through Trustee relating to the Series C(R) Equipment Notes, the Subordination Agent, the Escrow Agent and the Paying Agent, as amended, supplemented or otherwise modified from time to time in accordance with its terms providing, among other things, for the purchase of the Series C(R) Equipment Notes on the Class C Certificate Refinancing Date.”

(c) Annex A to the Trust Indenture shall be further amended by amending and restating in their entirety the below definitions to read as follows:

“Basic Pass Through Trust Agreement” means the Pass Through Trust Agreement, dated September 16, 2014, between the Owner and Pass Through Trustee, but does not include any Trust Supplement.”

“Deposit Agreement” means (i) the two Deposit Agreements between the Escrow Agent and the Depository, dated as of the Issuance Date, which relates to the Class A or Class B Pass Through Trust and (ii) the Series C(R) Deposit Agreement; provided that, for purposes of any obligation of the Owner, no amendment, modification or supplement to, or substitution or replacement of, any such Deposit Agreement shall be effective unless consented to by the Owner.”

“Escrow Agreement” means (i) each of the two Escrow and Paying Agent Agreements, among the Escrow Agent, the Paying Agent, certain initial purchasers of the Pass Through Certificates named therein and one of the Pass Through Trustees, dated as of the Issuance Date, which relates to the Class A or Class B Pass Through Trust and (ii) the Escrow and Paying Agent Agreement, among the Escrow Agent, the Paying Agent, Deutsche Bank Securities Inc. and one of the Pass Through Trustees, dated as of the Class C Certificate Refinancing Date, which relates to the Class C(R) Pass Through Trust; provided that, for purposes of any obligation of the Owner, no amendment, modification or supplement to, or substitution or replacement of, any such Escrow Agreement shall be effective unless consented to by the Owner.”

“Make-Whole Spread” means (i) in the case of Series A Equipment Notes, 0.50%, (ii) in the case of Series B Equipment Notes, 0.50% and (iii) in the case of Series C(R) Equipment Notes, 0.35%.”

“Pass Through Trust Agreement” means each of (i) the two separate Trust Supplements, together in each case with the Original Basic Pass Through Trust Agreement, each

dated as of the Issuance Date by and between the Owner and a Pass Through Trustee and (ii) the separate Trust Supplement, together with the Basic Pass Through Trust Agreement, dated as of the Class C Certificate Refinancing Date by and between the Owner and a Pass Through Trustee; provided, that, for purposes of any obligation of the Owner, no amendment, modification or supplement to, or substitution or replacement of, any such agreement shall be effective unless consented to by the Owner.”

““**Series C**” or “**Series C Equipment Notes**” means (i) prior to the Class C Certificate Refinancing Date, Equipment Notes issued under the Trust Indenture and designated as “Series C” thereunder, in the Original Amount and maturities and bearing interest as specified in Schedule I to the Trust Indenture amended at the time of original issuance of Series C under the heading “Series C” and (ii) on and after the Class C Certificate Refinancing Date, the Series C(R) Equipment Notes.”

““**Series C Note Purchase Agreement**” means (i) prior to the Class C Certificate Refinancing Date, means the Note Purchase Agreement, dated as of June 6, 2013, among the Owner, the Pass Through Trustee relating to the Series C Equipment Notes, the Subordination Agent, the Escrow Agent and the Paying Agent, as amended, supplemented or otherwise modified from time to time in accordance with its terms providing, among other things, for the purchase of the Series C Equipment Notes on such date and (ii) on and after the Class C Certificate Refinancing Date, the Series C(R) Note Purchase Agreement.”

““**Trust Supplement**” means an agreement supplemental to the Original Basic Pass Through Trust Agreement or the Basic Pass Through Trust Agreement, as applicable, pursuant to which (i) a separate trust is created for the benefit of the holders of the Pass Through Certificates of a class, (ii) the issuance of the Pass Through Certificates of such Class representing fractional undivided interests in such trust is authorized and (iii) the terms of the Pass Through Certificates of such class are established.”

(d) Schedule I to the Trust Indenture is hereby amended and restated by replacing such Schedule I with the new Schedule I attached to this Amendment (it being agreed and understood that no amendments are being made to the maturity date, original principal amount, Debt Rate, Make-Whole Spread or amortization schedule of the Series A Equipment Notes or the Series B Equipment Notes).

Section 3. No Other Amendments. Except as expressly provided in this Amendment, all of the terms and conditions of the Trust Indenture shall remain in full force and effect and are hereby ratified and confirmed.

Section 4. Miscellaneous. The terms of this Amendment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. The terms of this Amendment shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

AMERICAN AIRLINES, INC.

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly
set forth herein but solely as Indenture Trustee

By _____
Name:
Title:

SCHEDULE I

	<u>Original Amount</u>	<u>Interest Rate</u>
Series A:	\$418,113,000	4.625%
Series B:	\$128,071,000	6.750%
Series C(R):	\$100,000,000	4.700%
Total:		

Trust Indenture and Security Agreement

Equipment Note Amortization

Payment Date

Percentage of Original
Amount to be Paid

EXHIBIT C to
Note Purchase Agreement

FORM OF INTERCREDITOR AMENDMENT

AMENDMENT NO. 2 TO INTERCREDITOR AGREEMENT (2012-2C(R))

AMENDMENT NO. 2 TO INTERCREDITOR AGREEMENT (2012-2C(R)) dated as of [June 1], 2018 (this "Amendment No. 2") is made by and among WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity but solely as Trustee (the "Class C(R) Trustee") under the American Airlines, Inc. Pass Through Trust 2012-2C(R), AMERICAN AIRLINES, INC. ("American Airlines"), a Delaware corporation, and WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly set forth herein but solely as Subordination Agent and Trustee.

WITNESSETH:

WHEREAS, the Class A Trustee, the Class B Trustee, the Class C Trustee, Landesbank Hessen-Thüringen Girozentrale, as Class A Liquidity Provider and Class B Liquidity Provider (the "Liquidity Provider") and the Subordination Agent have heretofore entered into the Intercreditor Agreement (2012-2), dated as of December 13, 2012, as amended by Amendment No. 1 thereto, dated as of June 6, 2013 (as amended on or prior to the date hereof, the "Existing Agreement");

WHEREAS, on December 13, 2012, American Airlines caused the Class A Trustee and the Class B Trustee to issue and sell an aggregate face amount of \$546,184,000 of Class A Certificates and Class B Certificates, the proceeds from the sale of which were used by the Class A Trustee and the Class B Trustee to purchase Series A Equipment Notes and Series B Equipment Notes, respectively, issued by American Airlines and secured by the Aircraft (as defined below) in accordance with the Note Purchase Agreement, dated as of December 13, 2012 (as amended, supplemented or otherwise modified, the "Series A/B Note Purchase Agreement").

WHEREAS, on June 6, 2013, American Airlines caused the Class C Pass Through Trustee to issue and sell an aggregate face amount of \$100,000,000 of Class C Certificates, the proceeds from the sale of which were used by the Class C Pass Through Trustee to purchase Series C Equipment Notes issued by American Airlines and secured by the Aircraft in accordance with the Note Purchase Agreement, dated as of June 6, 2013 (the "Series C Note Purchase Agreement") and, together with the Class A/B Note Purchase Agreement, the "Existing Note Purchase Agreements").

WHEREAS, on April 30, 2018, American Airlines delivered written notice to the Indenture Trustee and the Note Holders of the Series C Equipment Notes of its intent to redeem the Series C Equipment Notes on June 1, 2018 (the "Class C Certificate Refinancing Date"), and upon such redemption the Class C Certificates will be repaid in full;

WHEREAS, on the Class C Certificate Refinancing Date, and simultaneously with the redemption of the Series C Equipment Notes, new Series C Equipment Notes will be re-issued in accordance with Section 4(a)(v) of the Existing Note Purchase Agreements and Section 9.1(c) of the Intercreditor Agreement as described herein;

WHEREAS, pursuant to Section 9.1(c) of the Existing Agreement, if Series C Equipment Notes issued with respect to all Aircraft are redeemed and re-issued in accordance

with the terms of Section 2.10(b) of each Trust Indenture and Section 4(a)(v) of the Note Purchase Agreement, such series of re-issued Equipment Notes shall be issued to a new pass through trust.

WHEREAS, pursuant to each Trust Indenture, American Airlines will issue on a recourse basis a single series of Series C(R) Equipment Notes to refinance the related Aircraft;

WHEREAS, American Airlines will enter into a Class C(R) Trust Agreement with the Class C(R) Trustee to establish the Class C(R) Trust;

WHEREAS, pursuant to the Series C(R) Note Purchase Agreement, the Class C(R) Trust will acquire the Series C(R) Equipment Notes having an interest rate equal to the Stated Interest Rate applicable to the Class C(R) Certificates to be issued by the Class C(R) Trust;

WHEREAS, pursuant to the Class C(R) Trust Agreement, the Class C(R) Trust will issue a single class of Class C(R) Certificates having the interest rate and the final distribution date described in the Class C(R) Trust Agreement on the terms and subject to the conditions set forth therein;

WHEREAS, Section 9.1(c) of the Existing Agreement provides that, in connection with such issuance of Class C(R) Certificates, the Existing Agreement shall be amended by written agreement of American Airlines and the Subordination Agent to give effect to such issuance and to provide for the subordination of the Class C(R) Certificates to the Administration Expenses, the Liquidity Obligations, the Class A Certificates, the Class B Certificates (except with respect to "Adjusted Interest" for the Class C(R) Certificates) and otherwise as provided therein;

WHEREAS, the parties hereto wish to amend the Existing Agreement pursuant to Section 9.1(c) thereof; and

WHEREAS, American Airlines has obtained a Ratings Confirmation relating to the issuance of the Class C(R) Certificates and this Amendment No. 2, as required by Section 9.1(c) of the Existing Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment No. 2, including the recital of the parties and the other preceding recitals, have the respective meanings specified therefor in the Existing Agreement.

Section 2. Amendment. Effective as of the date hereof, the Existing Agreement shall be amended as follows:

(a) all references to “this Agreement” in the Existing Agreement shall be deemed to refer to the Existing Agreement as amended by this Amendment No. 2, and all references in the Existing Agreement or in any other Operative Agreement to the Existing Agreement shall be deemed to refer to the Existing Agreement as amended by this Amendment No. 2;

(b) the Class C(R) Trustee shall be added as a party to the Existing Agreement;

(c) Section 1.1 of the Existing Agreement shall be amended by adding in alphabetical order within said Section the following new definitions:

“Amendment No. 2 to Intercreditor Agreement” means that certain Amendment No. 2 to Intercreditor Agreement, dated as of [June 1], 2018, by and among the Class C(R) Trustee, American Airlines and Wilmington Trust Company, not in its individual capacity except as expressly set forth therein but solely as Subordination Agent and Trustee.

“American Airlines” means American Airlines, Inc., a Delaware corporation.

“Class C Certificate Refinancing Date” means [June 1], 2018.

“Class C(R) Certificateholder” means, at any time, any holder of one or more Class C(R) Certificates.

“Class C(R) Certificates” means the certificates issued by the Class C(R) Trust, substantially in the form of Exhibit A to the Class C(R) Trust Agreement, and authenticated by the Class C(R) Trustee, representing fractional undivided interests in the Class C(R) Trust, and any certificates issued in exchange therefor or replacement thereof pursuant to the terms of the Class C(R) Trust Agreement.

“Class C(R) Trust” means the American Airlines, Inc. Pass Through Trust 2012-2C(R) created and administered pursuant to the Class C(R) Trust Agreement.

“Class C(R) Trust Agreement” means the Basic Agreement, as supplemented by the Supplement No. 2012-2C(R) thereto, governing the creation and administration of the American Airlines, Inc. Pass Through Trust 2012-2C(R) and the issuance of the Class C(R) Certificates, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class C(R) Trustee” means WTC, not in its individual capacity except as expressly set forth in the Class C(R) Trust Agreement, but solely as trustee under the Class C(R) Trust Agreement, together with any successor trustee appointed pursuant thereto.

“Existing Agreement” means the Intercreditor Agreement prior to giving effect to Amendment No. 2 to the Existing Agreement.

“Series C(R) Equipment Notes” means the Series C(R) Equipment Notes issued pursuant to the Trust Indenture by American Airlines and authenticated by the Indenture Trustee thereunder, and any such Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of such Trust Indenture.

“Series C(R) Note Purchase Agreement” means the Note Purchase Agreement, dated as of May 15, 2018, among American Airlines, the Class C(R) Trustee, the Subordination Agent and the Indenture Trustee, as amended, supplemented or otherwise modified from time to time in accordance with its terms providing, among other things, for the issuance of the Class C(R) Certificates and the purchase of the Series C(R) Equipment Notes on such date.

(d) Section 1.1 of the Existing Agreement shall be amended further by amending and restating in their entirety the below definitions to read as follows:

“Certificate” means a Class A Certificate, a Class B Certificate or a Class C Certificate.

“Class C Adjusted Interest” means, as of any Current Distribution Date: (a) prior to the Class C Certificate Refinancing Date, the “Class C Adjusted Interest” (as defined in the Existing Agreement and (b) on or after the Class C Certificate Refinancing Date, (I) any interest described in clause (II) of this definition accruing prior to the immediately preceding Distribution Date which remains unpaid and (II) interest at the Stated Interest Rate for the Class C Certificates (A) for the number of days during the period commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date with respect to the Class C Certificates, December 3, 2018) and ending on, but excluding the Current Distribution Date, on the Preferred C Pool Balance on such Current Distribution Date and (B) on the principal amount calculated pursuant to clauses (B)(i), (ii), (iii) and (iv) of the definition of Preferred C Pool Balance for each Series C Equipment Note with respect to which a disposition, distribution, sale or Deemed Disposition Event has occurred since the immediately preceding Distribution Date (but only if no such event has previously occurred with respect to such Series C Equipment Note), for each day during the period, for each such Series C Equipment Note, commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date with respect to the Class C Certificates, December 3, 2018) and ending on, but excluding the date of disposition, distribution, sale or Deemed Disposition Event with respect to such Series C Equipment Note, Aircraft or Collateral, as the case may be.

“Class C Certificateholder” means (i) prior to the Class C Certificate Refinancing Date, the Class C Certificateholder (as defined in the Existing Intercreditor Agreement) and (ii) on or after the Class C Certificate Refinancing Date, the Class C(R) Certificateholder.

“Class C Certificates” means (i) prior to the Class C Certificate Refinancing Date, the Class C Certificates (as defined in the Existing Intercreditor Agreement) and (ii) on or after the Class C Certificate Refinancing Date, the Class C(R) Certificates.

“Class C Trust Agreement” means (i) prior to the Class C Certificate Refinancing Date, the Class C Trust Agreement (as defined in the Existing Intercreditor Agreement) and (ii) on or after the Class C Certificate Refinancing Date, the Class C(R) Trust Agreement.

“Class C Trust” means (i) prior to the Class C Certificate Refinancing Date, the Class C Trust (as defined in the Existing Intercreditor Agreement) and (ii) on or after the Class C Certificate Refinancing Date, the American Airlines, Inc. Pass Through Trust 2012-2C(R) created and administered pursuant to the Class C(R) Trust Agreement.

“Class C Trustee” means (i) prior to the Class C Certificate Refinancing Date, the Class C Trustee (as defined in the Existing Intercreditor Agreement) and (ii) on or after the Class C Certificate Refinancing Date, the Class C(R) Trustee.

“Final Legal Distribution Date” means (i) with respect to the Class A Certificates, December 3, 2026, (ii) with respect to the Class B Certificates, December 3, 2022 and (iii) with respect to the Class C Certificates, June 3, 2021.

“Series C Equipment Notes” means (i) prior to the Class C Certificate Refinancing Date, the Class C Equipment Notes (as defined in the Existing Intercreditor Agreement) and (ii) on or after the Class C Certificate Refinancing Date, the Class C(R) Equipment Notes.

“Stated Interest Rate” means (i) with respect to the Class A Certificates, 5.90% per annum, (ii) with respect to the Class B Certificates, 8.00% per annum and (iii) with respect to the Class C(R) Certificates, 4.70% per annum.”

“Trust” means any of the Class A Trust, the Class B Trust or the Class C Trust.

Section 3. No Other Amendments. Except as expressly provided in this Amendment No. 2, all of the terms and conditions of the Existing Agreement shall remain in full force and effect and are hereby ratified and confirmed.

Section 4. Miscellaneous. The terms of this Amendment No. 2 shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. The terms of this Amendment No. 2 shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance. This Amendment No. 2 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 2 by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Intercreditor Agreement (2012-2C(R)) to be duly executed as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Trustee for the Class C(R) Trust

By _____
Name:
Title:

AMERICAN AIRLINES, INC.

By _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity except as expressly
set forth herein but solely as Subordination
Agent and trustee

By _____
Name:
Title:

EXHIBIT D to
Note Purchase Agreement

FORM OF OPINION OF LATHAM & WATKINS LLP

[June 1], 2018
SUBJECT TO OPINION COMMITTEE REVIEW

To the Persons Listed on Schedule A

Re: Mortgage of [Number of Planes] Airbus Model [] Aircraft with Manufacturer's Serial Number [MSN] and U.S. Registration Number N[REG]

Ladies and Gentlemen:

We have acted as special New York counsel to American Airlines, Inc., a Delaware corporation (the "Company"), in connection with the transactions contemplated by each Participation Agreement (as defined below).

This letter is furnished pursuant to Section 4.1.2(x)(A) of each Participation Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings given them in each Trust Indenture (as defined below).

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter, except where a specified fact confirmation procedure is stated to have been performed (in which case we have with your consent performed the stated procedure). We have examined, among other things, the following:

- a. the Participation Agreement for each Aircraft (as defined below) listed on Schedule B hereto, each dated as of the date indicated on Schedule B (collectively, the "Existing Participation Agreements"), each as amended by an amendment thereto, dated as of the date hereof (each, a "Participation Agreement Amendment" and each Existing Participation Agreement, as amended by the related Participation Agreement Amendment, a "Participation Agreement");
- b. the Trust Indenture and Security Agreement for each Aircraft listed on Schedule B hereto, each dated as of the date indicated on Schedule B hereto (collectively, the "Existing Trust Indenture"), each as amended by an amendment thereto, dated as of the date hereof (each, a "Trust Indenture Amendment" and each Existing Trust Indenture, as amended by the related Trust Indenture Amendment, a "Trust

Indenture”);

- c. the Trust Indenture and Security Agreement Supplement for each Aircraft listed on Schedule B hereto, each dated as of the date indicated on Schedule B hereto (each, an “Indenture Supplement” and, collectively, the “Indenture Supplements”);
- d. the Series C(R) Equipment Notes (as defined in each Trust Indenture) to be issued on the date hereof (the “Equipment Notes”);
- e. the Intercreditor Agreement (2012-2), dated as of December 13, 2012, as amended by Amendment No. 1 thereto, dated as of June 6, 2013 (as so amended, the “Existing Intercreditor Agreement”), each among Wilmington Trust Company, as Applicable Pass Through Trustee, Landesbank Hessen-Thüringen Girozentrale, as Liquidity Provider, the Subordination Agent and the Company, as amended by the Amendment No. 2 to the Intercreditor Agreement, dated as of the date hereof (the “Intercreditor Agreement Amendment” and, the Existing Intercreditor Amendment, as amended by the Intercreditor Agreement Amendment, the “Intercreditor Agreement”), among, *inter alia*, Wilmington Trust Company, as the Applicable Pass Through Trustee, the Company and Wilmington Trust Company, as Subordination Agent;
- f. each Consent and Agreement (as defined in the related Trust Indenture);
- g. each Engine Consent and Agreement (as defined in the related Trust Indenture);
- h. the agreements listed in Exhibit A attached hereto (the “Specified Agreements”);
- i. the Amended and Restated Certificate of Incorporation of the Company as certified by the Secretary of State of the State of Delaware as of May 1, 2018, and the Amended and Restated By-Laws of the Company as certified by the Assistant Corporate Secretary of the Company as in effect on the date hereof (collectively, the “Company Governing Documents”) and certain resolutions of the Board of Directors of the Company and a committee thereof;
- j. a photocopy of acknowledgment copies of each UCC-1 financing statement with respect to each Existing Indenture naming US Airways, Inc. as debtor and the Loan Trustee as secured party, together with all schedules and exhibits to such financing statement, filed in the Office of the Secretary of State of the State of Delaware (the “Delaware Filing Office”), copies of which are attached hereto as Exhibit B (each, a “Delivery Date Delaware Financing Statement” and, collectively, the “Delivery Date Delaware Financing Statements”);
- k. photocopies of acknowledgment copies of UCC-3 financing statement assignments with respect to each Existing Indenture naming the Company, as debtor and the Loan Trustee as secured party, filed on [__] in the Office of the Secretary of State of the State of Delaware, copies of which are attached hereto as

Exhibit C (each, a “Delivery Date Delaware Financing Statement Amendment” and, collectively, the “Delivery Date Delaware Financing Statement Amendments”, and the Delivery Date Delaware Financing Statements, as amended by the related Delaware Financing Statement Amendments, each a “Amended Delivery Date Delaware Financing Statements” and, collectively, the “Amended Delivery Date Delaware Financing Statements”);

- l. a photocopy of acknowledgment copies of each UCC-1 financing statement with respect to each Existing Indenture naming the Company as debtor and the Loan Trustee as secured party, together with all schedules and exhibits to such financing statement, filed on [___] in the Delaware Filing Office, copies of which are attached hereto as Exhibit D (each, a “Assumption Date Delaware Financing Statement” and, collectively, the “Assumption Date Delaware Financing Statements” and, together with the Amended Delivery Date Delaware Financing Statements, each, a “Delaware Financing Statement” and, collectively, the “Delaware Financing Statements”); and
- m. a photocopy of each UCC-3 financing statement amendment to a Delaware Financing Statement, together with all schedules and exhibits to such financing statement amendment, to be filed in the Delaware Filing Office, copies of which are attached hereto as Exhibit E (each, a “Delaware Financing Statement Amendment” and, collectively, the “Delaware Financing Statement Amendments”).

The documents described in subsections (a) through (g) above are referred to herein collectively as the “Operative Documents.” The Existing Participation Agreements, the Existing Trust Indentures, the Indenture Supplements and the Existing Intercreditor Agreement are referred to herein collectively as the “Existing Documents” and the Participation Agreement Amendments, the Trust Indenture Amendments and the Equipment Notes are referred to herein collectively as the “New Company Documents.” As used in this letter, the “NY UCC” shall mean the Uniform Commercial Code as now in effect in the State of New York. As used in this letter, “Applicable UCC” shall mean the NY UCC and/or the Delaware UCC (as defined below), as applicable.

Except as otherwise stated herein, as to factual matters, we have, with your consent, relied upon the foregoing, and upon oral and written statements and representations of officers and other representatives of the Company and others, including the representations and warranties of the Company in the Operative Documents. We have not independently verified such factual matters.

In our examination, we have assumed the genuineness of all signatures, including any endorsements, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies and the authenticity of the originals of such copies.

We are opining as to the effect on the subject transaction only of (a) the federal laws of the United States, (b) the internal laws of the State of New York, (c) in numbered paragraph 6 of this letter, the Delaware UCC (as defined below) and (d) in numbered paragraphs 1, 2(i), 2(ii), 2(iv), 3 and 4 of this letter, the General Corporation Law of the State of Delaware (the "DGCL"). We express no opinion with respect to the applicability to the opinions expressed herein, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. With your permission, we have based our opinions set forth in numbered paragraph 6 of this letter exclusively upon our review of Article 9 of the Uniform Commercial Code of the State of Delaware as set forth in the webpage <http://delcode.delaware.gov/> without regard to judicial interpretations thereof or any regulations promulgated thereunder or any other laws of the State of Delaware (the "Delaware UCC").

Except as otherwise stated herein, our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to borrowers in secured financings. We express no opinion as to any state or federal laws or regulations applicable to the subject transactions because of the legal or regulatory status of any parties to the Operative Documents or the legal or regulatory status of any of their affiliates. Various issues pertaining to regulatory matters with respect to the Company are addressed in the opinion letters of Pillsbury Winthrop Shaw Pittman LLP and Morris James LLP, each of which has been separately provided to you. We express no opinion with respect to those matters herein, and to the extent elements of those opinions are necessary to the conclusions expressed herein, we have, with your consent, assumed such matters. We express no opinion as to the Federal Aviation Act (the "Act") or the rules and regulations promulgated thereunder or, except as provided in numbered paragraph 7 below, the Cape Town Convention (as defined in the Cape Town Convention on International Interests in Mobile Equipment and the related Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, as in effect in the United States; collectively, the "Convention").

Subject to the foregoing and the other matters set forth herein, as of the date hereof:

1. The Company is a corporation under the DGCL with corporate power and authority to enter into the New Company Documents and perform its obligations thereunder. With your consent, based solely on certificates from public officials, we confirm that the Company is validly existing and in good standing under the laws of the State of Delaware.
2. The execution and delivery of each New Company Document by the Company, the issuance of the Equipment Notes pursuant to each related Trust Indenture, as supplemented by the related Indenture Supplement, and the payment of the indebtedness of the Company thereunder do not on the date hereof:
 - (i) violate the provisions of the Company Governing Documents;
 - (ii) result in the breach of or a default under any of the Specified Agreements;

- (iii) violate any federal or New York statute, rule or regulation applicable to the Company or the DGCL; or
 - (iv) require any consents, approvals, or authorizations to be obtained by the Company from, or any registrations, declarations or filings to be made by the Company with, any governmental authority under any federal or New York statute, rule or regulation applicable to the Company or the DGCL, in each case, except (a) those consents, approvals, authorizations, registrations, declarations and filings that have been obtained or made on or prior to the date hereof and (b) filings and recordings required in order to perfect or otherwise protect the security interests under each Trust Indenture, as supplemented by the related Indenture Supplement.
3. The execution, delivery and performance of the New Company Documents (other than the Equipment Notes) by the Company have been duly authorized by all necessary corporate action of the Company, and the New Company Documents (other than the Equipment Notes) have been duly executed and delivered by the Company. Each of the Participation Agreements and Trust Indentures constitutes a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
 4. The Equipment Notes have been duly authorized by all necessary corporate action of the Company and, when executed, issued and authenticated in accordance with the terms of the related Trust Indenture and delivered and paid for in accordance with the terms of the Series C(R) Note Purchase Agreement, will constitute legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
 5. The Intercreditor Agreement constitutes a legally valid and binding obligation of the Class C(R) Pass Through Trustee, enforceable against the Class C(R) Pass Through Trustee in accordance with its terms and the Intercreditor Agreement constitutes a legally valid and binding obligation of the Pass Through Trustees (other than the Class C(R) Pass Through Trustee), enforceable against the Pass Through Trustees (other than the Class C(R) Pass Through Trustee) in accordance with its terms. The Intercreditor Agreement constitutes a legally valid and binding obligation of the Subordination Agent, enforceable against the Subordination Agent in accordance with its terms.
 6. Each Trust Indenture, as supplemented by the related Indenture Supplement, creates a valid security interest in favor of the applicable Loan Trustee for the benefit of the related Equipment Note holders, Indenture Indemnitees and Related Indenture Indemnitees in that portion of the collateral described in the section entitled "Granting Clause" under such Indenture in which the Company has rights and a valid security interest may be created under Article 9 of the NY UCC (the "UCC Collateral").

7. Each Delaware Financing Statement Amendment is in appropriate form for filing in the Delaware Filing Office. Upon the proper filing of each Delaware Financing Statement Amendment in the Delaware Filing Office, the security interest in favor of the Loan Trustee for the benefit of the applicable Equipment Note holders, Indenture Indemnitees and Related Indenture Indemnitees in the Company's rights in the UCC Collateral granted under the related Indenture and described in such Delaware Financing Statement Amendment will be perfected to the extent a security interest in such UCC Collateral can be perfected under the Delaware UCC by the filing of a financing statement in that office.
8. Each Trust Indenture, together with the related Indenture Supplement, is effective to create an "international interest" in the related Airframe (as defined in such Trust Indenture and described in such Indenture Supplement, an "Airframe") and the related Engines (as defined in such Trust Indenture and described in such Indenture Supplement, the "Engines"; an Airframe and the related Engines, collectively, an "Aircraft") that are properly described in such Indenture Supplement.
9. The Loan Trustee will be entitled to the benefits of Section 1110 of the federal Bankruptcy Code with respect to the UCC Collateral that consist of the Airframes and Engines that were first placed in service after October 22, 1994 and all records and logs maintained with respect to such Airframes and Engines that are required to be surrendered or returned by the Company in connection with the return or surrender of such Airframes and Engines, in each case, if the Company were to become a debtor in a case under Chapter 11 of the federal Bankruptcy Code.
10. The execution and delivery of the Indenture Amendments, the Participation Agreement Amendments and the Intercreditor Agreement Amendment are permitted pursuant to the terms of the Existing Documents.

Except as expressly set forth in numbered paragraphs 6 and 7 of this letter, we do not express any opinion with respect to the creation, validity, attachment, perfection or priority of any security interest or lien or the effectiveness of any sale or other conveyance or transfer of real or personal property. The opinions above do not include any opinions with respect to compliance with laws relating to permissible rates of interest.

Our opinions are subject to:

- a. except with respect to numbered paragraph 9 above, the effects of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights or remedies of creditors;
- b. the effects of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith, fair dealing

and the discretion of the court before which a proceeding is brought;

- c. the invalidity under certain circumstances under law or court decisions of provisions for the indemnification or exculpation of or contribution to a party with respect to a liability where such indemnification, exculpation or contribution is contrary to public policy; and
- d. we express no opinion with respect to (i) consents to, or restrictions upon, governing law (except for the validity under the laws of the State of New York, but subject to mandatory choice of law rules and constitutional limitations, of provisions in the Operative Documents which expressly choose New York as the governing law for such Operative Documents), jurisdiction (except for the validity under the laws of the State of New York, but subject to mandatory jurisdiction rules and constitutional limitations, of provisions in the Operative Documents which expressly provide for submission to the non-exclusive jurisdiction of New York state courts), venue, service of process, arbitration, remedies or judicial relief; (ii) advance waivers of claims, defenses, rights granted by law, notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law or other procedural rights; (iii) waivers of broadly or vaguely stated rights; (iv) covenants not to compete; (v) provisions for exclusivity, election or cumulation of rights or remedies; (vi) provisions authorizing or validating conclusive or discretionary determinations; (vii) grants of setoff rights; (viii) provisions to the effect that a guarantor is liable as a primary obligor, and not as a surety and provisions purporting to waive modifications of any guaranteed obligation to the extent such modification constitutes a novation; (ix) provisions for the payment of attorneys' fees where such payment is contrary to law or public policy; (x) proxies and powers of attorney; (xi) except as expressly set forth in numbered paragraph 2(ii) of this letter, provisions prohibiting, restricting, or requiring consent to assignment or transfer of any agreement, right or property; (xii) provisions for liquidated damages, default interest, late charges, monetary penalties, prepayment or make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty; (xiii) provisions permitting, upon acceleration of any indebtedness, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon; (xiv) any provision of the Operative Documents to the extent that such provision refers to, incorporates or is based upon the law of any jurisdiction other than the State of New York or the United States; and (xv) the severability, if invalid, of provisions to the foregoing effect.

We express no opinion or confirmation as to federal or state securities laws, tax laws, antitrust or trade regulation laws, insolvency or fraudulent transfer laws, antifraud laws, fiduciary duty requirements, federal aviation laws (including Title 49, United States Code, "Transportation") and any laws relating to the particular nature of any Aircraft other than, with respect to numbered paragraph 8 only, the Convention and, with respect to numbered paragraph 9 only, Section 1110 of the federal Bankruptcy Code) or regulations, pension or employee

benefit laws, usury laws, environmental laws, margin regulations; laws and regulations relating to commodities trading, futures and swaps; Financial Industry Regulatory Authority rules; National Futures Association rules; the rules of any stock exchange, clearing organization, designated contract market or other regulated entity for trading, processing, clearing or reporting transactions in securities, commodities, futures or swaps; or export control, foreign assets control, sanctions, anti-money laundering and anti-terrorism laws and regulations (without limiting other laws, regulations or rules excluded by customary practice).

Without limiting the generality of the foregoing, the opinions expressed above are also subject to our assumption that any conditions to the effectiveness of the Operative Documents have been satisfied or waived.

Our opinions expressed herein with respect to the Operative Documents address only the express terms of such documents (excluding any provisions incorporating any document or agreement, or the provisions of any other document or agreement, that is not an Operative Document, by reference) and not any other document or agreement, or the provisions of such other document or agreement, incorporated therein or made a part thereof by reference.

The opinions set forth above are also subject to (i) the unenforceability of contractual provisions waiving or varying the rules listed in Section 9-602 of the Applicable UCC and (ii) the unenforceability under certain circumstances of contractual provisions respecting self-help or summary remedies without notice of or opportunity for hearing or correction.

Insofar as our opinions require interpretation of the Specified Agreements, with your consent, (i) we have assumed that all courts of competent jurisdiction would enforce such agreements in accordance with their plain meaning, (ii) we express no opinion with respect to a breach or default under any Specified Agreement that would occur only upon the happening of a contingency, and (iii) we express no opinion with respect to any matters which require the performance of a mathematical calculation or the making of a financial or accounting determination.

Our opinion in numbered paragraph 6 of this letter is limited to Article 9 of the NY UCC and our opinion in numbered paragraph 7 above is limited to Article 9 of the Delaware UCC, and therefore those opinion paragraphs, among other things, do not address collateral of a type not subject to, or excluded from the coverage of, Article 9 of the NY UCC or Article 9 of the Delaware UCC, as applicable.

Additionally,

- (1) We express no opinion with respect to the priority of any security interest or lien.
- (2) We express no opinion with respect to the perfection of the security interest in any property, including, without limitation, the Airframes and Engines, subject to a statute, regulation or treaty of the United States whose requirements for a security interest's obtaining priority over the rights of a lien creditor with respect to the property preempt Section 9-310(a) of the Applicable UCC.

- (3) We express no opinion with respect to any agricultural lien or any collateral that consists of letter-of-credit rights, commercial tort claims, goods covered by a certificate of title, claims against any government or governmental agency, consumer goods, crops growing or to be grown, timber to be cut, goods which are or are to become fixtures, as-extracted collateral or cooperative interests.
- (4) We assume the descriptions of collateral contained in, or attached as schedules to, each Trust Indenture, as supplemented by the related Indenture Supplement, the Delaware Financing Statements and the Delaware Financing Statement Amendments accurately and sufficiently describe the collateral intended to be covered by such documents or such Delaware Financing Statements and Delaware Financing Statement Amendments; *provided* that we make no such assumption as to the sufficiency of any collateral described solely by a type of collateral defined in Article 9 of the Applicable UCC.
- (5) We have assumed that each grantor of any security interest has, or with respect to after-acquired property will have, rights in the collateral granted by it or the power to transfer rights in such collateral, and that each such grantor has received value, and express no opinion as to the nature or extent of any grantor's rights in any of the collateral, and we note that with respect to any after-acquired property, the security interest will not attach or be perfected until the applicable grantor acquires such rights or power.
- (6) We call to your attention the fact that a security interest in "proceeds" (as defined in the Applicable UCC) of collateral is governed and restricted by Section 9-315 of the Applicable UCC.
- (7) We have assumed that the exact legal name of the Company is as set forth in the copy of the organizational documents certified by the Delaware Secretary of State, and we have also assumed the accuracy of the other factual information set forth on the Delaware Financing Statements and Delaware Financing Statement Amendments.
- (8) We call to your attention that Section 552 of the federal Bankruptcy Code limits the extent to which property acquired by a debtor after the commencement of a case under the federal Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.
- (9) We express no opinion with respect to any goods which are accessions to, or commingled or processed with, other goods to the extent that the security interest is limited by Section 9-335 or 9-336 of the Applicable UCC.
- (10) We express no opinion as to the security interest of the Loan Trustee in any UCC Collateral that is described by way of reference to any supplement to a Trust Indenture other than the related Indenture Supplement.

- (11) We call to your attention that a security interest or lien may not attach or become enforceable or be perfected as to contracts, licenses, permits, equity interests or other property that are not assignable under applicable law, or are subject to consent requirements or contractual or other prohibitions or restrictions on assignment, except to the extent that any such prohibitions, restrictions or consent requirements may be rendered ineffective to prevent the attachment of the security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Applicable UCC; and we note that the extent of any security interest created in reliance on such provisions of the Applicable UCC may be limited.
- (12) We express no opinion as to the enforceability of any provision of any Operative Document purporting to agree to the classification or type of any property for purposes of the Applicable UCC.
- (13) We express no opinion with respect to the security interest of the Loan Trustee for the benefit of any secured party except to the extent that the Loan Trustee has been duly appointed as agent for such persons.
- (14) We express no opinion as to any Airframes or Engines not described in any Indenture Supplement.

Our opinion in numbered paragraph 8 above is limited to the Convention and is also subject to the following additional exceptions, qualifications and limitations:

- (1) The opinions given herein are based upon the English language version of the Convention as in effect on the date hereof in the United States. The Convention came into force on March 1, 2006. As at the date hereof, there is no applicable judicial precedent in the United States known to us concerning the Convention. In rendering any opinion on the Convention, we are basing our opinions on our reading of the Convention as in effect on the date hereof in the United States, without the benefit of judicial precedent or customary practices and procedures. We note that other jurisdictions signatory to the Convention may have made declarations as to the effectiveness of certain provisions that are different than the declarations as to such provisions made by the United States and this opinion is limited to the Convention as in effect in the United States.
- (2) We have further assumed that the Airframe and Engines constituting each Aircraft are correctly identified and described by manufacturer's serial number, name of manufacturer and model designation for purposes of the registrations under the Convention.
- (3) We have assumed that at the time each Trust Indenture (together with the related Indenture Supplement with respect to the applicable Aircraft) was executed, for purposes of Article 3 of the Convention, the Company was "situated" in the United States.

- (4) We have assumed that for purposes of Article 7 of the Convention, the Company has the “power to dispose” of the Airframe and the Engines comprising each Aircraft.
- (5) Except as expressly stated in the opinions above, no opinion is rendered herein as to the registration, validity, perfection, priority or enforceability of the “international interest” created by each Trust Indenture (together with the related Indenture Supplement with respect to the applicable Aircraft) with respect to the applicable Aircraft or as to recognition of the perfection of such interests as against third parties in any legal proceeding outside the United States.
- (6) We have assumed that each Airframe and the Engines constitute “Aircraft Objects” within the meaning of the Convention and are not used in military, customs or police services.
- (7) We have assumed that each Trust Indenture (together with the related Indenture Supplement with respect to the applicable Aircraft) enables the obligations secured by the collateral described in such Trust Indenture (together with such Indenture Supplement with respect to such Aircraft) to be identified within the meaning of the Convention.

With your consent, except to the extent that we have expressly opined as to such matters with respect to the Company, the Pass Through Trustees or the Subordination Agent herein, we have assumed that (a) the Operative Documents have been duly authorized, executed and delivered by the parties thereto, (b) the Operative Documents constitute legally valid and binding obligations of the parties thereto, enforceable against each of them in accordance with their respective terms, (c) each Airframe is an “aircraft” as defined in Section 40102 of the Act and that the Engines are “aircraft engines” as defined in Section 40102 of the Act, (d) the Company is an “air carrier” within the meaning of Title 49 operating under a certificate issued pursuant to Chapter 447 of the Act for aircraft capable of carrying 10 or more individuals or 6,000 pounds or more of cargo, is a “citizen of the United States” as such term is defined in Section 40102 of the Act and holds all authority, necessary licenses and certificates under the Act and the rules and regulations promulgated thereunder necessary for the conduct of its business and to perform its obligations under the Operative Documents to which it is a party, (e) since the original date of execution thereof, except as specifically set forth in the Indenture Amendments, the Participation Agreement Amendments and the Intercreditor Agreement Amendment, no Existing Documents have been amended, restated, modified, supplemented, or terminated and that no rights pursuant thereto have been released, waived, or modified either expressly or by any action or inaction of the parties thereto and that no party has defaulted on its obligations under the Existing Documents, (f) immediately prior to giving effect to the Indenture Amendments, the Participation Agreement Amendments and the Intercreditor Agreement Amendment, each of the Existing Documents amended thereby was in full force and effect and was the legally valid, binding obligation of each of the parties thereto enforceable in accordance with its terms, (g) the Company has received a Ratings Confirmation (as defined in the Existing Intercreditor Agreement) with respect to the Class A Pass Through Certificates and the Class B Pass Through Certificates in connection with the issuance of the Class C(R) Pass Through Certificates, (h) no

Delaware Financing Statement has been amended, assigned, released or terminated other than the amendments effected by the Delaware Financing Statement Amendments and (i) the status of the Operative Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This letter is furnished only to you and is solely for your benefit in connection with the transactions referenced in the first paragraph of this letter. This letter may not be relied upon by you for any other purpose, or furnished to, assigned to, quoted to or relied upon by any other person or entity for any purpose, without our prior written consent, which may be granted or withheld in our sole discretion. In addition, we hereby consent to your furnishing a copy of this letter: (i) to governmental regulatory agencies having jurisdiction over any person permitted to rely on this letter, (ii) to attorneys as needed in connection with any legal action arising out of the transactions contemplated by each Trust Indenture to which a person permitted to rely on this letter is a party, and (iii) as required by any order of, or in connection with any proceeding of, any court or governmental authority; provided, however, that no such person shall be entitled to rely on this letter.

Very truly yours,

Schedule A

Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

Wilmington Trust Company, individually, as Indenture Trustee, as Subordination Agent, as
Paying Agent and as Class C(R) Pass Through Trustee
1100 N. Market Street
Wilmington, DE 19890-1605

Wilmington Trust, National Association, as Escrow Agent
1100 N. Market Street
Wilmington, DE 19890-1605

Natixis SA., acting through its New York branch
1251 Avenue of the Americas
New York, New York 10020

Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007

Fitch Ratings, Inc.
33 Whitehall Street
New York, New York 10004

Schedule B

Existing Participation Agreements, Existing Trust Indentures and Existing Trust Indenture Supplements¹

Existing Participation Agreements

Participation Agreement, dated as of [____], 201[][], as amended by Amendment No. 1 thereto, dated as of June 6, 2013, each² between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model [] Aircraft bearing Manufacturer's Serial Number [MSN] and U.S. Registration Number N[REG].

Existing Trust Indentures

Trust Indenture and Security Agreement, dated as of [____], 201[][], as amendment by Amendment No. 1 thereto, dated as of June 6, 2013, each³, between the Company (as successor by merger with US Airways, Inc.) and the Loan Trustee, relating to the Airbus Model [] Aircraft bearing Manufacturer's Serial Number [MSN] and U.S. Registration Number N[REG].

Indenture Supplements

Indenture Supplement (N[]) No. 1, dated as of [____], 201[][], between the Company (as successor by merger with US Airways, Inc.) and the Loan Trustee, relating to the Airbus Model [] Aircraft bearing Manufacturer's Serial Number [MSN] and U.S. Registration Number N[REG].

¹ To be updated.

² To be inserted for Participation Agreements with prior amendment.

³ To be inserted for Trust Indentures with prior amendment.

EXHIBIT A

SPECIFIED AGREEMENTS⁴

Amended and Restated Credit and Guaranty Agreement, dated as of December 15, 2016, among American Airlines, as the borrower, American Airlines Group Inc., as parent and a guarantor, the subsidiaries of parent from time to time party thereto other than the borrower, Citibank, N.A., as administrative agent and collateral agent, Citigroup Global Markets, Inc., Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc., BNP Paribas Securities Corp, Credit Agricole Corporate and Investment Bank, Industrial and Commercial Bank of China Limited, New York Branch and U.S. Bank National Association, as joint lead arrangers and bookrunners, Citigroup Global Markets, Inc., Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as syndication agents, BNP Paribas Securities Corp, Credit Agricole Corporate and Investment Bank, Industrial and Commercial Bank of China Limited, New York Branch and U.S. Bank National Association, as documentation agents, as amended pursuant to that certain First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of November 14, 2017.

Credit and Guaranty Agreement, dated as of April 29, 2016, by and among American Airlines, Inc., as the borrower, American Airlines Group Inc., as parent and a guarantor, the subsidiaries of parent from time to time party thereto other than the borrower, as guarantors, the lenders from time to time party thereto, Barclays Bank PLC, as administrative agent and collateral agent, Barclays Bank PLC, Citigroup Global Markets, Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc., BNP Paribas Securities Corp., Credit Agricole Corporate and Investment Bank, Industrial and Commercial Bank of China Limited, New York Branch and U.S. Bank National Association, as joint lead arrangers and bookrunners, Barclays Bank PLC, Citigroup Global Markets, Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as syndication agents, and BNP Paribas Securities Corp., Credit Agricole Corporate and Investment Bank, Industrial and Commercial Bank of China Limited, New York Branch and U.S. Bank National Association, as documentation agents, as amended pursuant to that certain First Amendment to Credit and Guaranty Agreement, dated as of October 31, 2016, as further amended by that certain Second Amendment to Credit and Guaranty Agreement, dated as of August 21, 2017, as further amended by that certain Third Amendment to Credit and Guaranty Agreement, dated as of November 1, 2017.

Amended and Restated Credit and Guaranty Agreement, dated as of May 21, 2015, among

⁴ To be updated.

American Airlines, Inc., as the borrower, American Airlines Group Inc., as parent and a guarantor, US Airways Group, Inc. and US Airways, Inc., as guarantors, the lenders from time to time party thereto, Deutsche Bank AG New York Branch, as administrative agent and collateral agent, Deutsche Bank Securities, Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc., BNP Paribas Securities Corp. and Crédit Agricole Corporate and Investment Bank, as joint lead arrangers and bookrunners, Deutsche Bank Securities, Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as syndication agents and Crédit Agricole Corporate and Investment Bank and BNP Paribas Securities Corp., as documentation agents, as amended pursuant to that certain First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of October 26, 2015, as further amended by that certain Second Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of March 27, 2017, as further amended by that certain Third Amendment and Restated Credit and Guaranty Agreement, dated as of August 21, 2017.

Amended and Restated Credit and Guaranty Agreement, dated as of April 20, 2015, , by and among American Airlines, Inc., as the borrower, American Airlines Group Inc., as parent and a guarantor, US Airways Group, Inc. and US Airways, Inc., as guarantors, the lenders from time to time party thereto, Citibank N.A., as administrative agent and collateral agent, Citigroup Global Markets Inc., as left lead arranger, Citigroup Global Markets Inc., Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc., BNP Paribas Securities Corp. and Crédit Agricole Corporate and Investment Bank as joint lead arrangers and bookrunners, Citigroup Global Markets Inc., Bank of America, N.A., Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC and Morgan Stanley Senior Funding, Inc., as syndication agents, and Crédit Agricole Corporate and Investment Bank and BNP Paribas Securities Corp., as documentation agents, as amended pursuant to that certain First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of October 26, 2015, as further amended pursuant to that certain Second Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of September 22, 2016, as further amended by that certain Third Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of June 14, 2017, as further amended by that certain Third Amendment and Restated Credit and Guaranty Agreement, dated as of June 14, 2017, and as further amended by that certain Fourth Amendment and Restated Credit and Guaranty Agreement, dated as of August 21, 2017.

Indenture, dated as of May 24, 2013, between US Airways Group, Inc. and Wilmington Trust, National Association, as trustee, as supplemented by First Supplemental Indenture, dated as of May 24, 2013, among US Airways Group, Inc., US Airways, Inc. and Wilmington Trust, National Association, as trustee, Second Supplemental Indenture, dated as of December 9, 2013, among US Airways Group, Inc., US Airways, Inc., American Airlines Group Inc., American Airlines, Inc. and Wilmington Trust, National Association, as trustee, and Third Supplemental Indenture, dated as of December 30, 2015, among American Airlines Group Inc., American Airlines, Inc. and Wilmington Trust, National Association, as trustee, governing the 6.125% Senior Notes due 2018,

including the Form of 6.125% Senior Notes due 2018.

Indenture, dated as of September 25, 2014, between American Airlines Group Inc., American Airlines, Inc., US Airways Group, Inc., US Airways, Inc. and Wilmington Trust, National Association, as trustee, as supplemented by First Supplemental Indenture, dated as of December 30, 2015, among American Airlines Group Inc., American Airlines, Inc. and Wilmington Trust, National Association, as trustee, governing the 5.50% Senior Notes due 2019, including the Form of 5.50% Senior Notes due 2019.

Indenture, dated as of March 5, 2015, between American Airlines Group Inc., American Airlines, Inc., US Airways Group, Inc., US Airways, Inc. and Wilmington Trust, National Association, as trustee, as supplemented by First Supplemental Indenture, dated as of December 30, 2015, among American Airlines Group Inc., American Airlines, Inc. and Wilmington Trust, National Association, as trustee, governing the 4.625% Senior Notes due 2020, including the Form of 4.625% Senior Notes due 2020.

DOT Agreement (incorporated by reference to Exhibit 10.5 to AMR's Current Report on Form 8-K filed on November 13, 2013).

Amended and Restated Airbus A320 Family Aircraft Purchase Agreement, dated as of October 2, 2007, between American Airlines, Inc. (as successor by merger with US Airways, Inc.) and Airbus S.A.S., as amended by Amendment No. 1, dated as of January 11, 2008, Amendment No. 2, dated as of October 20, 2008, including Amended and Restated Letter Agreement No. 3, Amended and Restated Letter Agreement No. 5, and Amended and Restated Letter Agreement No. 9 to the Purchase Agreement, Amendment No. 3, dated as of January 16, 2009, Amendment No. 4, dated as of August 11, 2009, Amendment No. 5, dated as of October 2, 2009, Amendment No. 6, dated as of November 20, 2009 and Amendment No. 7, dated as of April 1, 2010.

A330 Purchase Agreement dated as of October 2, 2007, between US Airways, Inc. and Airbus S.A.S., as amended by Amendment No. 1, dated as of November 15, 2007, Amendment No. 2, dated as of October 20, 2008, including Amended and Restated Letter Agreement No. 5 and Amended and Restated Letter Agreement No. 9 to the Purchase Agreement, Amendment No. 3, dated as of January 16, 2009, Amendment No. 4, dated as of July 23, 2009 and Amendment No.5, dated November 20, 2009.

EXHIBIT B

DELIVERY DATE DELAWARE FINANCING STATEMENTS

[See attached.]

EXHIBIT C

DELIVERY DATE DELAWARE FINANCING STATEMENT AMENDMENTS

[See attached.]

EXHIBIT D

ASSUMPTION DATE DELAWARE FINANCING STATEMENTS

[See attached.]

EXHIBIT E

DELAWARE FINANCING STATEMENT AMENDMENTS

[See attached.]

EXHIBIT E to
Note Purchase Agreement

FORM OF OPINION OF PILLSBURY WINTHROP SHAW PITTMAN LLP



Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW | Washington, DC 20036 | tel 202.663.8000 | fax 202.663.8007

[June 1], 2018

To: The Parties Listed on the Attached Schedule A

Re: Mortgage of Six Airbus A321-211, One Airbus A321-231 and Four Airbus A330-243 Aircraft

Ladies and Gentlemen:

We have been requested by American Airlines, Inc., a company organized under the laws of the State of Delaware (the “**Company**”), to act as U.S. Department of Transportation (“**Department of Transportation**”) and Federal Aviation Administration (“**FAA**”) regulatory counsel with respect to, and to render this opinion letter in connection with, the transactions contemplated by the Participation Agreements, each dated as of the date indicated on Schedule B (collectively, the “**Existing Participation Agreements**”), each as amended by an amendment thereto, dated as of May 15, 2018 (each, a “**Participation Agreement Amendment**”) and each Existing Participation Agreement, as amended by the related Participation Agreement Amendment, a “**Participation Agreement**”), among the Company and Wilmington Trust Company, a Delaware trust company (“**WTC**”), in its individual capacity as set forth therein and in its capacity as Loan Trustee, Subordination Agent under the Intercreditor Agreement and as Pass Through Trustee under the Pass Through Trust Agreements. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given those terms in the Participation Agreements. This letter is being furnished to you pursuant to Section 4.1.2(x)(B) of the Participation Agreements.

We have examined such public records and certificates and have made such other investigations as we have deemed necessary in connection with the opinions set forth below. We have not examined or reviewed, and express no opinion as to, any of the documents and instruments to be executed and delivered by the Company or any other party to the transaction, or related documents.

In preparing this opinion letter, we have relied without any independent verification upon information contained in certificates obtained from governmental authorities and factual information we have obtained from such other sources as we have deemed reasonable. We have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this opinion letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

In our examination, we have assumed, with your permission and without independent investigation: (i) that United States citizens, as defined by 49 U.S.C. 40102(a)(15), own or control at least seventy-five percent of the voting interest of the Company, that the president and at least two-thirds of the board of directors and other managing officers of the Company are citizens of the United States, and that the Company is under the actual control of citizens of the United States; (ii) that the Company has in effect insurance coverage as required under 14 C.F.R. 205; and (iii) that the Company has not undergone any substantial changes in ownership, management or operations without complying with the notification requirements of the Department of Transportation and the FAA.

We have made such examination of federal laws of the United States as we deemed relevant for purposes of this opinion letter, but have made no review of, and express no opinion concerning, the laws of any other state or jurisdiction other than the United States. We have assumed that all relevant federal statutes, rules and regulations are valid and constitutional.

The terms “known to us” and “knowledge” and “aware”, whenever such terms are used in this opinion letter with respect to our firm, mean the actual knowledge on the date hereof by the Pillsbury Winthrop Shaw Pittman LLP lawyers who have had significant involvement with the representation of the Company.

Subject to the assumptions, qualifications, exclusions and other limitations identified in this opinion letter, we are of the opinion that:

1. The Company is a citizen of the United States, as that term is defined by 49 U.S.C. 40102(a)(15).
2. The Company possesses a valid air carrier operating certificate issued by the FAA pursuant to Chapter 447, Title 49 of the United States Code, permitting the Company to operate as an “air carrier”, as that term is defined by 49 U.S.C. 40102(a)(2), utilizing aircraft capable of carrying ten (10) or more persons or six thousand (6,000) pounds or more of cargo or mail and holds all authority, necessary licenses and certificates under Chapter 447, Title 49 of the United States Code and the rules and regulations promulgated thereunder necessary for the conduct of its business as an “air carrier”.

The opinion in paragraph two with respect to the validity of the air carrier operating certificate (the “*Certificate*”) of the Company is based solely on our review of the Certificate, which is available publicly from the FAA. We have no actual knowledge of any threatened or pending investigation or proceeding that might result in revocation of the Certificate.

This opinion letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which we did not have actual knowledge at that time, by reason of any change subsequent to that time in any law covered by any of our opinions, or for any other reason. This opinion letter is limited to the matters expressly stated herein and no opinion or other statement may be inferred or implied beyond the matters expressly stated herein. This opinion letter may be relied upon by you only in connection with the transaction identified in this opinion letter, and may not be relied upon, quoted or referred to or used by you or any other person for any other purpose whatsoever, except with our prior written consent in each instance, except that this opinion letter may be disclosed (i) to bank examiners and other governmental regulatory authorities should they so request in connection with their normal examinations, and to their independent auditors and attorneys, (ii) pursuant to orders or legal process of any court or governmental agency, and (iii) to attorneys as needed in connection with any legal action arising out of transactions contemplated by each Indenture to which a person permitted to rely on this letter is a party.

Very truly yours,

PILLSBURY WINTHROP SHAW PITTMAN LLP

Schedule A

American Airlines, Inc.
4333 Amon Carter Boulevard
Mail Drop 5662
Fort Worth, Texas 76155

Deutsche Bank Securities Inc.
60 Wall Street, 44th Floor
New York, New York 10005

Wilmington Trust Company, individually, as Loan Trustee, as Subordination Agent, as Paying Agent
and as Pass Through Trustee
1100 N. Market Street
Wilmington, Delaware 19890-1605

Natixis S.A., acting through its New York Branch, as Depositary
1251 Avenue of the Americas
New York, New York 10020

Wilmington Trust, National Association, as Escrow Agent
1100 N. Market Street
Wilmington, Delaware 19890-1605

Moody's Investors Service, Inc.
250 Greenwich Street
New York, New York 10007

Fitch Ratings, Inc.
33 Whitehall Street
New York, New York 10004

Schedule B

Existing Participation Agreements

Participation Agreement, dated as of May 17, 2013, as amended by Amendment No. 1 thereto, dated as of June 6, 2013, each between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-211 Aircraft bearing Manufacturer's Serial Number 5588 and U.S. Registration Number N152UW.

Participation Agreement, dated as of May 16, 2013, as amended by Amendment No. 1 thereto, dated as of June 6, 2013, each between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-211 Aircraft bearing Manufacturer's Serial Number 5594 and U.S. Registration Number N153UW.

Participation Agreement, dated as of June 13, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-211 Aircraft bearing Manufacturer's Serial Number 5644 and U.S. Registration Number N154UW.

Participation Agreement, dated as of June 20, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-211 Aircraft bearing Manufacturer's Serial Number 5659 and U.S. Registration Number N155UW.

Participation Agreement, dated as of July 22, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-211 Aircraft bearing Manufacturer's Serial Number 5684 and U.S. Registration Number N156UW.

Participation Agreement, dated as of July 17, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-211 Aircraft bearing Manufacturer's Serial Number 5696 and U.S. Registration Number N157UW.

Participation Agreement, dated as of August 8, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A321-231 Aircraft bearing Manufacturer's Serial Number 5728 and U.S. Registration Number N567UW.

Participation Agreement, dated as of May 23, 2013, as amended by Amendment No. 1 thereto, dated as of June 6, 2013, each between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its

individual capacity as set forth therein, relating to the Airbus Model A330-243 Aircraft bearing Manufacturer's Serial Number 1415 and U.S. Registration Number N286AY.

Participation Agreement, dated as of May 30, 2013, as amended by Amendment No. 1 thereto, dated as of June 6, 2013, each between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A330-243 Aircraft bearing Manufacturer's Serial Number 1417 and U.S. Registration Number N287AY.

Participation Agreement, dated as of August 9, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A330-243 Aircraft bearing Manufacturer's Serial Number 1441 and U.S. Registration Number N288AY.

Participation Agreement, dated as of October, 2013, between the Company (as successor by merger with US Airways, Inc.) and Wilmington Trust Company, as Loan Trustee, Subordination Agent, Pass Through Trustee and in its individual capacity as set forth therein, relating to the Airbus Model A330-243 Aircraft bearing Manufacturer's Serial Number 1455 and U.S. Registration Number N289AY.

EXHIBIT F-1 to
Note Purchase Agreement

FORM OF OPINION OF MORRIS JAMES LLP

To Each of the Persons Listed
on Schedule A Attached Hereto

Re: American Airlines, Inc. – UCC-3 Financing Statement Amendment
regarding One Airbus Model [A330] [A321] Aircraft Bearing
Manufacturer’s Serial Number [_____]

Ladies and Gentlemen:

We have acted as special Delaware counsel for American Airlines, Inc., a Delaware corporation (the “Company”), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

For purposes of giving the opinions hereinafter set forth, our examination of documents has been limited to the examination of originals or copies of the documents listed on Schedule B attached hereto.

For purposes of this opinion, we have not reviewed any documents other than the documents referenced above. In particular, we have not reviewed any document (other than the documents referenced above) that is referred to in or incorporated by reference in any document reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed that (i) all signatures on documents examined by us are genuine, (ii) all documents submitted to us as originals are authentic, and (iii) all documents submitted to us as copies conform with the originals of those documents.

For purposes of this opinion, we have assumed (i) that each of the parties to the documents examined by us has been duly organized, formed or created, as the case may be, and is validly existing in good standing under the laws of the jurisdiction governing its organization, formation or creation, (ii) the legal capacity of natural persons who are signatories to the documents examined by us, (iii) that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (iv) that each of the parties to the documents examined by us has duly authorized, executed and delivered such documents, and (v) that each of the documents examined by us

constitutes a valid and binding agreement of the parties thereto, and is enforceable against the parties thereto, in accordance with its terms.

This opinion is limited to the laws of the State of Delaware (excluding the insurance, securities and blue sky laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws (including federal bankruptcy law) and rules and regulations relating thereto. Our opinions are rendered only with respect to Delaware laws and rules, regulations and orders thereunder that are currently in effect.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. The Financing Statement Amendment is in an appropriate form for filing with the Secretary of State of the State of Delaware (Uniform Commercial Code Section) (the "Division").

2. To the extent that Article 9 of the Uniform Commercial Code as in effect in the State of Delaware on the date hereof (the "Delaware UCC") is applicable (without regard to conflict of laws principles), upon the filing of the Financing Statement Amendment with the Division, the Loan Trustee will continue to have a perfected security interest in the Company's rights in that portion of the Collateral (as defined in the Indenture) described in the Financing Statement Amendment in which a security interest may be perfected by the filing of a UCC financing statement with the Division (the "Filing Collateral") and the proceeds thereof (as defined in Section 9-102(a)(64) of the Delaware UCC).

The opinions expressed above are subject to the following additional assumptions, qualifications, limitations and exceptions:

A. We have assumed that (i) the Company has sufficient rights in the Collateral and has received sufficient value and consideration in connection with the security interest granted under such Indenture for the security interest of the Loan Trustee to attach, and (ii) that the Original Financing Statement is in full force and effect and has not been amended or terminated. We express no opinion as to the nature or extent of the Company's rights in, or title to, any portion of the Collateral.

B. We note that the Indenture is expressed to be governed by the laws of the State of New York. Accordingly, we have assumed that the security interests in the collateral identified in the Indenture and the proceeds (as defined in Section 9-102(a)(64) of the Delaware UCC) thereof have been duly created and have attached (as to which we express no opinion).

C. The opinions set forth above are limited to Article 9 of the Delaware UCC, and therefore such opinions do not address (i) laws of jurisdictions other than the State of

Delaware, and of the State of Delaware except for Article 9 of the Delaware UCC, (ii) collateral of a type not subject to Article 9 of the Delaware UCC, or (iii) Sections 9-301 through 9-307 of the Delaware UCC, which law governs perfection of the security interests granted in the collateral covered by this opinion.

D. We note that further filings under the Delaware UCC may be necessary to preserve and maintain (to the extent established and perfected by the filing of the Financing Statement as described herein) the security interests of the Loan Trustee in the Filing Collateral, including, without limitation, the following:

(i) appropriate continuation filings to be made within the period of six months prior to the expiration of five year anniversary dates from the date of the original filing of the Financing Statement;

(ii) filings required with respect to proceeds of collateral under Section 9-315(d) of the Delaware UCC;

(iii) filings required within four months of the change of name, identity or structure made by or with respect to the Company, to the extent set forth in Sections 9-507 and 9-508 of the Delaware UCC;

(iv) filings required within four months of a change by the Company of its location to another jurisdiction, to the extent set forth in Sections 9-301 and 9-316 of the Delaware UCC; and

(v) filings required within one year after the transfer of collateral to a Person that becomes a debtor and is located in another jurisdiction, to the extent set forth in Section 9-316 of the Delaware UCC.

E. Further, we note that the effectiveness of the Financing Statement may terminate and additional filings may be required if the secured party changes its name or the address of the secured party as shown on the Financing Statement ceases to be an address from which information concerning the secured party's security interest can be obtained, unless a new appropriate financing statement or amendment indicating the new name or address of the secured party from which information concerning the secured party's security interest can be obtained, is properly filed upon the effectiveness of such change in name or address.

F. We do not express any opinion as to the perfection or priority of any security interest in any portion of the Filing Collateral in which a security interest cannot be perfected by the filing of a financing statement with the Division. In addition, no opinion is expressed herein concerning (i) any collateral other than the Filing Collateral and the proceeds (as defined in Section 9-102(a)(64) of the Delaware UCC) thereof, (ii) any portion of the Filing Collateral that constitutes a "commercial tort claim" (as defined in Section 9-102(a)(13) of the Delaware UCC), (iii) any consumer transaction, or (iv) any security interest in goods covered by a certificate of title statute. Further, we do not express any opinion as to the perfection or

priority of any security interest in proceeds (as defined in Section 9-102(a)(64) of the Delaware UCC) of the Filing Collateral, except to the extent that such proceeds consist of cash proceeds (as defined in Section 9-102(a)(9) of the Delaware UCC) that are identifiable cash proceeds (as contemplated by Section 9-315(b) and (d) of the Delaware UCC), subject, however, to the limitations of Section 9-315 of the Delaware UCC.

G. We do not express any opinion as to the priority of any security interest.

H. We call to your attention that under the Delaware UCC, actions taken by a secured party (e.g., releasing or assigning the security interest, delivering possession of the collateral to the debtor or another person and voluntarily subordinating a security interest) may affect the validity, perfection or priority of a security interest.

I. The opinions expressed in paragraph 2 above are subject to the effect of (i) bankruptcy, insolvency, moratorium, receivership, reorganization, liquidation, fraudulent conveyance and transfer and other similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law).

We understand that you will rely as to matters of Delaware law upon this opinion in connection with the transactions contemplated by the Indenture. In addition, your successors and assigns (including, without limitation, any trustee in connection with a securitization) and any rating agency may rely as to matters of Delaware law upon this opinion in connection with the matters set forth herein, subject to the understanding that the opinions rendered herein are given on the date hereof and such opinions are rendered only with respect to facts existing on the date hereof and laws, rules and regulations currently in effect. In connection with the foregoing, we hereby consent to your and your successors' and assigns' (including, without limitation, any trustee in connection with a securitization) and any such rating agency's relying as to matters of Delaware law upon this opinion. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other person or entity for any purpose.

Very truly yours,

LCL/mag

SCHEDULE A

American Airlines, Inc.
4333 Amon Carter Boulevard
Mail Drop 5662
Fort Worth, Texas 76155
Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

Wilmington Trust Company individually, as Loan Trustee, as Subordination Agent, as Paying Agent and as Pass Through Trustee
1100 N. Market Street
Wilmington, Delaware 19890-1605

Wilmington Trust, National Association, as Escrow Agent
1100 N. Market Street
Wilmington, Delaware 19890-1605

Natixis S.A., acting through its New York Branch, as Depositary
1251 Avenue of the Americas
New York, New York 10020

Fitch Ratings, Inc.
33 Whitehall Street
New York, New York 10004

Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007

SCHEDULE B

1. The Trust Indenture and Security Agreement ([____]), dated as of [____], 201[____], between the Company, as owner, and Wilmington Trust Company, as loan trustee (the "Loan Trustee"), as amended by the Amendment No. 2 to Trust Indenture and Security Agreement ([____]), dated as of [____], 201[____], between the Company and the Loan Trustee (the "Indenture").
2. The UCC-3 financing statement amendment in the form attached hereto and marked as Exhibit "1" (the "Financing Statement Amendment") to be filed with the Division, amending that certain UCC-1 financing statement as filed with the Division naming the Company as debtor and the Loan Trustee as secured party (the "Original Financing Statement").

EXHIBIT F-2 to
Note Purchase Agreement

FORM OF OPINION OF MORRIS JAMES LLP

To Each of the Parties Listed
on Schedule A Hereto

**Re: American Airlines, Inc.—Financing of One Airbus Model [A330]
[A321] Aircraft Bearing Manufacturer’s Serial Number []**

Ladies and Gentlemen:

We have acted as counsel to Wilmington Trust Company, a Delaware trust company (“WTC”), and Wilmington Trust, National Association, a national banking association (“WTNA”), in connection with the Trust Indenture and Mortgage [____], dated as of [____], 201[] (the “Trust Indenture”), among WTNA as Securities Intermediary (the “Securities Intermediary”), WTC as Indenture Trustee (the “Indenture Trustee”), and US Airways, Inc. (the “Owner”). Pursuant to Participation Agreement [____], dated as of [____] 201[] (the “Participation Agreement”), among the Owner and WTC, as Indenture Trustee, Subordination Agent under the Intercreditor Agreement (as defined in the Participation Agreement) and as Pass Through Trustee (as defined in the Participation Agreement), financing is being provided for one Airbus Model [____] aircraft bearing manufacturer’s serial number [____]. This opinion is furnished pursuant to Section 4.1.2(x)(C) of the Participation Agreement. Capitalized terms used herein and not otherwise defined are used as defined in the Trust Indenture, except that reference herein to any document shall mean such document as in effect on the date hereof.

We have examined originals or copies of the following documents:

1. The Trust Indenture and the initial Trust Indenture Supplement;
2. The Participation Agreement (the documents referred to in paragraphs (a) and (b) above being collectively referred to as the “Indenture Trustee Documents”); and
3. The Equipment Notes being issued today and authenticated by the Indenture Trustee (the “Equipment Notes”).

We have also examined originals or copies of such other documents and such corporate records, certificates and other statements of governmental officials and corporate officers and other representatives of the corporations or entities referred to herein as we have deemed necessary or appropriate for the purposes of this opinion. Moreover, as to certain facts material to the opinions expressed herein, we have relied upon representations and warranties contained in the documents referred to in this paragraph.

Based upon the foregoing and upon an examination of such questions of law as we have considered necessary or appropriate, and subject to the assumptions, exceptions and qualifications set forth below, we advise you that, in our opinion:

1. WTC has been duly incorporated and is validly existing in good standing as a trust company under the laws of the State of Delaware, is a "citizen of the United States" within the meaning of Section 40102(a)(15) of Title 49 of the United States Code, as amended, and has full power, authority and legal right to execute, deliver and perform its obligations under the Indenture Trustee Documents and to authenticate the Equipment Notes.

2. The Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, has duly authorized, executed and delivered each Indenture Trustee Document to which it is a party, and each such document constitutes a legal, valid and binding obligation of the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, enforceable against the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, in accordance with its terms.

3. The execution, delivery and performance by the Indenture Trustee, Subordination Agent, Pass Through Trustee or WTC, as the case may be, of the Indenture Trustee Documents to which it is a party, the authentication by the Indenture Trustee of the Equipment Note and the consummation by the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, of any of the transactions contemplated thereby are not in violation of the charter or by-laws of WTC, of any law, governmental rule or regulation of the State of Delaware or the United States governing the trust powers of WTC or, to our knowledge, any indenture, mortgage, bank credit agreement, note or bond purchase agreement, long-term lease, license or other agreement or instrument to which WTC is a party or by which it is bound or, to our knowledge, any judgment or order applicable to WTC.

4. None of the execution and delivery by the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, of the Indenture Trustee Documents to which it is a party, the authentication of the Equipment Note or the consummation of any of the transactions by the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with or the taking of any other action in respect of any governmental authority or agency of the State of Delaware or the United States governing the trust powers of WTC or under any Delaware law.

5. No taxes, fees or other charges (other than taxes payable by WTC on or measured by any compensation received by WTC for its services as Indenture Trustee, Subordination Agent or Pass Through Trustee) are required to be paid by the Subordination Agent, the Pass Through Trustee or the Indenture Trustee or the trust created by the Trust Indenture under the laws of the State of Delaware, or any political subdivision thereof, in connection with the execution, delivery or performance of the Indenture Trustee Documents to which the Indenture Trustee, the Subordination Agent or the Pass Through Trustee is party and the Equipment Notes, which taxes, fees or other charges would not be required to be paid if

WTC were not a Delaware trust company and did not perform its obligations as Indenture Trustee under the Trust Indenture in the State of Delaware.

6. The Equipment Notes have been duly and validly authenticated by the Indenture Trustee in accordance with the Trust Indenture.

7. To our knowledge, there are no proceedings pending or threatened against or affecting the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC in any court or before any governmental authority, agency, arbitration board or tribunal which, if adversely determined, individually or in the aggregate, would materially and adversely affect the Mortgaged Property or the right, power and authority of the Indenture Trustee, the Subordination Agent, the Pass Through Trustee or WTC, as the case may be, to enter into or perform its obligations under the Indenture Trustee Documents to which it is party.

8. WTNA is a national banking association, is duly organized and validly existing in good standing under the federal laws of the United States and has full power, authority and legal right to execute, deliver and perform its obligations under the Transaction Documents to which it is a party.

9. WTNA, as Securities Intermediary, has duly authorized, executed and delivered each Transaction Document to which it is party, and each such document constitutes a legal, valid and binding obligation of WTNA, enforceable against WTNA in accordance with its terms.

10. The execution, delivery and performance by WTNA, as Securities Intermediary, of the Transaction Documents to which it is a party, and the consummation by WTNA, as Securities Intermediary, of any of the transactions contemplated thereby are not in violation of the charter or by-laws of WTNA or of any law, governmental rule or regulation of the State of Delaware or the United States governing the trust powers of WTNA or, to our knowledge, any indenture, mortgage, bank credit agreement, note or bond purchase agreement, long-term lease, license or other agreement or instrument to which WTNA is a party or by which it is bound or, to our knowledge, any judgment or order applicable to WTNA.

11. None of the execution and delivery by WTNA, as Securities Intermediary, of the Transaction Documents to which it is a party, or the consummation of any of the transactions by WTNA contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any governmental authority or agency of the State of Delaware or the United States governing the trust powers of WTNA or under any Delaware law.

12. No taxes, fees or other charges (other than taxes payable by WTNA on or measured by any compensation received by WTNA for its services as Securities Intermediary) are required to be paid by WTNA under the laws of the State of Delaware, or any political subdivision thereof, in connection with the execution, delivery or performance of the Transaction Documents to which WTNA is a party, which taxes, fees or other charges would not be required

to be paid if WTNA did not perform its obligations as Securities Intermediary under the Trust Indenture in the State of Delaware.

13. To our knowledge, there are no proceedings pending or threatened against or affecting WTNA in any court or before any governmental authority, agency, arbitration board or tribunal which, if adversely determined, individually or in the aggregate, would materially and adversely affect the Collateral or the right, power and authority of WTNA to enter into or perform its obligations under the Transaction Documents to which it is a party.

The foregoing opinions are subject to the following assumptions, exceptions and qualifications:

A. We are admitted to practice law in the State of Delaware and we do not hold ourselves out as being experts on the law of any other jurisdiction. The foregoing opinions are limited to the laws of the State of Delaware (and its political subdivisions to the extent set forth in paragraph 5 and 12 above and the federal laws of the United States of America governing the trust powers of WTC and the federal laws of the United States of America governing the banking and trust powers of WTNA, except that we express no opinion with respect to (i) federal securities laws, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Investment Company Act of 1940, as amended, and the Trust Indenture Act of 1939, as amended, (ii) Part A of Subtitle VII of Title 49 of the United States Code, as amended (except with respect to the opinion set forth in paragraph 1 above concerning the citizenship of WTC), (iii) the Federal Communications Act of 1934, as amended, (iv) state securities or blue sky laws, or (v) laws, rules and regulations applicable to the particular nature of the equipment acquired by the owner. Insofar as the foregoing opinions relate to the validity and enforceability of the Indenture Trustee Documents expressed to be governed by the laws of the State of New York, we have assumed that each such document is legal, valid, binding and enforceable in accordance with its terms under such laws (as to which we express no opinion).

B. The foregoing opinions regarding enforceability are subject to (i) applicable bankruptcy, insolvency, moratorium, reorganization, receivership, fraudulent conveyance and similar laws relating to or affecting the enforcement of the rights and remedies of creditors generally, and (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law).

C. We have assumed that each of the parties to the Indenture Trustee Documents and the Equipment Notes (except the Indenture Trustee, the Subordination Agent, the Pass Through Trustee, WTNA or WTC, as the case may be) has full power, authority and legal right to execute, deliver and perform each such document and that each such document has been duly authorized, executed and delivered by each such party.

D. We have assumed that all signatures (other than signatures of officers of WTC or WTNA) on documents examined by us are genuine, that all documents submitted to us

as originals are authentic and that all documents submitted to us as copies conform with the originals, which facts we have not independently verified.

E. We have assumed that the Participation Agreement and the transactions contemplated thereby are not within the prohibitions of Section 406 of the Employee Retirement Income Security Act of 1974, as amended.

F. No opinion is expressed as to the creation, attachment, perfection or priority of any mortgage or security interests or as to the nature or validity of title to any part of the Mortgaged Property.

G. The opinion set forth in paragraph 1 above concerning the citizenship of WTC is based upon an affidavit of WTC made by one of its Vice Presidents, the facts set forth in which we have not independently verified.

H. In basing the opinions set forth herein on "our knowledge," the words "our knowledge" signify that no information has come to the attention of the attorneys in the firm who are directly involved in the representation of WTC and WTNA in this transaction that would give us actual knowledge that any such opinions are not accurate. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters.

This opinion may be relied upon by you in connection with the matters set forth herein. This opinion may also be relied upon by any transferee of a Note Holder, subject to the understanding that the opinions expressed herein are rendered as of the date hereof and only with respect to the laws, rules and regulations in effect as of such date. Otherwise, without our prior written consent, this opinion may not be relied upon by any other person or entity for any purpose.

Very truly yours,

MML/JGS/mag

SCHEDULE A

American Airlines, Inc.
4333 Amon Carter Boulevard
Mail Drop 5662
Fort Worth, Texas 76155

Deutsche Bank Securities Inc.
60 Wall Street 44th Floor
New York, NY 10005

Wilmington Trust Company, individually, as Loan Trustee, as Subordination Agent, as Paying Agent and as Pass Through Trustee
1100 N. Market Street
Wilmington, Delaware 19890-1605

Natixis S.A., acting through its New York Branch, as Depositary
1251 Avenue of the Americas
New York, New York 10020

Wilmington Trust, National Association, as Escrow Agent
1100 N. Market Street
Wilmington, Delaware 19890-1605

Moody's Investors Service, Inc.
250 Greenwich Street
New York, New York 10007

Fitch Ratings, Inc.
33 Whitehall Street
New York, New York 10004

EXHIBIT G to
Note Purchase Agreement

FORM OF OPINION OF DAUGHERTY, FOWLER, PEREGRIN, HAUGHT & JENSON

To the Parties Named on
Schedule 1 attached hereto

RE: One (1) Airbus model (shown on the IR as) aircraft bearing manufacturer's serial number and U.S. Registration No. N
(the "Airframe") and two (2) model (shown on the IR as) aircraft engines bearing manufacturer's serial numbers and
(the "Engines")

Ladies and Gentlemen:

Acting as special legal counsel in connection with the transactions contemplated by the instruments described below, this opinion is furnished to you with respect to (i) the registration of interests with the International Registry (the "IR") created pursuant to, and according to the provisions of, the Convention on International Interests in Mobile Equipment (the "Convention"), the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the "Protocol"), both signed in Cape Town, South Africa on November 16, 2001, together with the Regulations for the International Registry (the "Regulations"), the International Registry Procedures (the "Procedures"), and all other rules, amendments, supplements, and revisions thereto (collectively, the "CTT"), all as in effect on this date in the United States of America, as a Contracting State, and (ii) the recordation of instruments and the registration of airframes with the Federal Aviation Administration (the "FAA") under the requirements of Title 49 of the United States Code (the "Transportation Code").

Terms capitalized herein and not otherwise defined herein shall have the meanings given in the CTT.

On , 20__ at .M., C..T., we examined and filed with the FAA the Indenture and Security Agreement (N) dated as of between American Airlines, Inc. (the "Owner") and Wilmington Trust Company as loan trustee (the "Loan Trustee"), with Indenture Supplement (N) No. 1 dated between the Owner and the Loan Trustee attached thereto, covering the Airframe and the Engines (collectively, the "Indenture").

The interest created by the Indenture is referred to herein as the "CTT Security Interest".

Based upon our examination of the foregoing instruments and such records of the FAA and the IR as we deemed necessary to render this opinion, it is our opinion that:

1. the Airframe and the Engines constitute Aircraft Objects based upon the Cape Town Eligible Aircraft list and the applicable Type Certificate Data Sheets compiled by the FAA;
2. the Indenture is in due form for recordation by, and has been duly filed for recordation with, the FAA pursuant to and in accordance with the Transportation Code;
3. the Airframe is registered in the name of the Owner, pursuant to and in accordance with the Transportation Code;
4. the owner of the Airframe for registration purposes at the FAA is the Owner and the Airframe and the Engines are free and clear of liens and encumbrances of record at the FAA except as created by the Indenture;
5. the Indenture creates a duly perfected first priority security interest, in favor of the Loan Trustee, pursuant to the Transportation Code, in the Airframe and the Engines, it being understood that no opinion is rendered herein as to the validity, priority or enforceability of such security interest under applicable local or foreign law, or as to recognition of the perfection of the security interest as against third parties in any legal proceeding outside the United States;
6. based upon the Priority Search Certificates obtained from the IR, copies of which are attached hereto as Schedule 2 and incorporated herein by reference:
 - (a) the Airframe and the Engines are subject only to the CTT Security Interest; and
 - (b) the CTT Security Interest has been duly registered on the IR and constitutes a first priority International Interest in the Airframe and the Engines;
7. the CTT Security Interest is entitled to the priorities, protections and benefits of the CTT, subject to the statements on Exhibit A attached hereto;
8. no further registration on the IR of the CTT Security Interest is required under the CTT in order to maintain the effectiveness and priority thereof and no other registration of the Airframe or filings other than filings with the FAA (which have been duly effected) are necessary in order to:
 - (a) maintain the registration of the Airframe in the name of the Owner, subject to compliance with the provisions of Title 14, Section 47.40 of the Code of Federal Regulations relating to re-registration and renewal of the registration of the Airframe; and
 - (b) maintain the lien and priority of the Indenture, with respect to the Airframe and the Engines; and

9. no authorization, approval, consent, license or order of, or registration with, or the giving of notice to, the FAA is required for the valid authorization, delivery and performance of the Indenture, except for such filings as are referred to above.

In the event the CTT Security Interest is not subject to the CTT, then the interests created thereby are governed by the Transportation Code or applicable law.

This opinion is subject to certain comments, limitations and assumptions as listed in Exhibit A attached hereto and incorporated herein by reference.

Very truly yours,

ROBIN D. JENSON
For the Firm

AA/N /filop

SCHEDULE 1

American Airlines, Inc.

Deutsche Bank Securities Inc.

Wilmington Trust Company, individually, as Loan Trustee, as Subordination Agent, as Paying Agent and as Pass Through Trustee

Natixis S.A., acting through its New York Branch, as Depository

Wilmington Trust, National Association, as Escrow Agent

Moody's Investors Service, Inc.

Fitch Ratings, Inc.

SCHEDULE 2

[the Priority Search Certificates attached hereto]

EXHIBIT A

Assumptions and Limitations

In rendering the foregoing opinion we have assumed that:

- (i) the records maintained by the FAA are accurate in all respects;
- (ii) the Priority Search Certificates are accurate in all respects, contain all the registered information and data on the IR in connection with the Airframe and the Engines to which they relate, and have not been altered since the date of such Priority Search Certificates;
- (iii) there have been no registrations made on the IR against the Airframe and the Engines using descriptions which vary from the IR descriptions shown above for the Airframe and the Engines and, for the purposes of this opinion, only the models and serial numbers contained in the IR descriptions of the Airframe and the Engines shown above were utilized for the IR searches;
- (iv) the IR descriptions of the Airframe and the Engines are as noted above and are accurate and complete descriptions with respect to the registrations on the IR;
- (v) at the time the Indenture was concluded, the Debtor was situated, pursuant to the CTT, in the United States;
- (vi) the necessary parties under the Indenture have given the consents in writing to the registration with the IR of the interests in the Airframe and the Engines created thereby;
- (vii) the CTT Security Interest is effective under applicable local law to constitute an interest, a sale, an assignment or a discharge which is subject to the CTT and registration on the IR;
- (viii) all of the registrations indicated on the Priority Search Certificates are fully and properly constituted and validly created under the CTT;
- (ix) all documents identified in this opinion, all documents in the records maintained by the FAA for the Airframe and the Engines, as well as any registrations on the IR pertaining to the Airframe and the Engines, are valid, enforceable and sufficient under the relevant applicable law or the CTT to create, effect or terminate the rights and interests they purport to create, effect or terminate;
- (x) in rendering this opinion, we have assumed that:
 - (a) the Company qualifies as a "citizen of the United States" as defined in the Transportation Code;
 - (b) the instruments described above are valid and enforceable under applicable local law; and

- (c) there are no documents with respect to the Airframe or the Engines which have been filed for recordation with the FAA under the FAA's recording system but which have not yet been listed in the available records of such system as having been so filed;
- (xi) there has been no subordination or variation of any priority that would be acquired pursuant to the terms of the CTT, in connection with the registrations on the IR evidenced by the Priority Search Certificates other than pursuant to any subordination indicated on the Priority Search Certificates;
- (xii) the Airframe is not registered under the civil aircraft registry of any other country;
- (xiii) the Cape Town Eligible Aircraft list and the applicable Type Certificate Data Sheets compiled by the FAA, insofar as they relate to the Airframe and the Engines, are accurate in all respects;
- (xiv) the Airframe and the Engines have been accurately described by manufacturer's name, model and serial number by the parties in the instruments described above; and
- (xv) the United States Contracting State search certificate description of declarations, withdrawals of declarations and categories of non-consensual rights or interests, as communicated to the Registrar by UNIDROIT as the Depositary as having been declared by the United States, and the date on which each such declaration or withdrawal of declaration is recorded, are accurate in all respects.

In addition, our opinion is subject to the following limitations:

- (i) a search on the IR pursuant to the CTT requires that the searching party enter the exact manufacturer, model or serial number of an airframe or engine being searched using the appropriate drop down boxes, where available, and if a registration has been made on the IR against the Airframe or the Engines which describes the Airframe or the Engines differently (i.e. any space, comma, dash, added number or character, missing number or character, or any other discrepancy whatsoever in the description of the manufacturer, model or serial number) the Priority Search Certificates will produce an inaccurate search result; accordingly, there may be registrations on the IR against the Airframe and the Engines which are not reflected on the Priority Search Certificates and which may have priority over subsequent registrations on the IR or filings with the FAA;
- (ii) the opinion relating to the registration of the Airframe with the FAA is issued only as to its current eligibility for registration and not with respect to events which may occur in the future which may affect the continued eligibility for registration;
- (iii) as to matters of United States Citizenship as defined in the Transportation Code, the undersigned has relied upon representations made in the Aircraft Registration Application already on file with the FAA;

- (iv) because the FAA does not maintain registration records for engines for nationality purposes, we cannot independently verify the owner, make, model, or serial numbers of the Engines;
- (v) in rendering this opinion, we are subject to the accuracy of the FAA, its employees and agents in the filing, indexing, cross-referencing, imaging and recording of instruments filed with the FAA;
- (vi) no opinion is expressed herein as to laws other than the CTT and the Transportation Code;
- (vii) this opinion as to the status of the records of the FAA as to the Airframe covers only that period of time during which the Airframe has been subject to United States Registration;
- (viii) the Indenture was filed with the FAA with certain information intentionally omitted from the FAA filing counterpart as containing confidential or proprietary information and we have relied upon the opinion of John H. Cassady, Deputy Chief Counsel of the FAA issued September 16, 1994 (Federal Register/Volume 59, Number 182/September 21, 1994) and the current practices of the FAA with respect to the eligibility of the Indenture for recordation with the confidential omissions; and
- (ix) since our examination was limited to records maintained by the FAA and the IR, our opinion:
 - (a) in respect of rights derived from FAA filings, does not cover liens, claims or encumbrances of which the parties have actual notice as contemplated by 49 U.S.C. '44108(a);
 - (b) in respect of rights derived from FAA filings or registrations with the IR, does not cover liens, claims or encumbrances which are perfected without the filing of notice thereof with the FAA or the IR, including without limitation, federal tax liens, liens arising under Section 1368(a) of Title 29 of the United States Code, liens arising under 49 U.S.C. '46304 and certain artisan's liens;
 - (c) does not cover liens perfected in foreign jurisdictions, except to the extent applicable law would regulate their priority based on registration with the IR; and
 - (d) does not cover any rights to arrest or detain an airframe or an engine under any applicable law.

EXHIBIT H to

Note Purchase Agreement

CLOSING NOTICE

EXHIBIT H to

Note Purchase Agreement

CLOSING NOTICE

Dated as of [____], 2018

To each of the addressees listed
in Schedule A hereto

Re: *Closing Notice in accordance with Note Purchase Agreement referred to below*

Ladies and Gentlemen:

Reference is made to the Note Purchase Agreement, dated as of May 15, 2018 among American Airlines, Inc. (the "Company"), Wilmington Trust Company, as Class C(R) Pass Through Trustee under the Class C(R) Pass Through Trust Agreement (as defined therein) (the "Pass Through Trustee"), Wilmington Trust Company, as Subordination Agent (the "Subordination Agent"), Wilmington Trust, National Association, as Escrow Agent (the "Escrow Agent"), and Wilmington Trust Company, as Paying Agent (the "Paying Agent") (as in effect from time to time, the "Note Purchase Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Note Purchase Agreement or, to the extent not defined therein, the Intercreditor Agreement.

Pursuant to Section 1A(b) of the Note Purchase Agreement, the undersigned hereby notifies you, in respect of Aircraft, of the following:

(1) Aircraft to be financed includes:

[[____] Airbus Model A321-211 Aircraft with MSN[s] [____]];

[[____] Airbus Model A321-231 Aircraft with MSN 5728;] [and]

[[____] Airbus Model A330-243 Aircraft with MSN[s] [____]].

(2) The Scheduled Closing Date of the Aircraft is [____], 2018;

(3) The Funding Date for the Aircraft shall be [____], 2018; and

(4) The aggregate amount of each series of Series C(R) Equipment Notes to be issued, and purchased by the Class C(R) Pass Through Trustee, on the Funding Date, in connection with the financing of such Aircraft, is \$[____].

The Company hereby instructs the Class C(R) Pass Through Trustee to (i) execute a Withdrawal Certificate in the form of Annex A hereto dated as of [____], 2018 and attach thereto a Notice of Final Withdrawal dated such date completed as set forth on Exhibit A hereto and (ii) deliver such Withdrawal Certificate and Notice of Purchase Withdrawal to the Escrow Agent.

The Company hereby instructs the Class C(R) Pass Through Trustee to purchase Series

C(R) Equipment Notes in an amount set forth in clause (4) above with a portion of the proceeds of the withdrawals of Deposits referred to in the Notice of Purchase Withdrawal referred to above.

The Company hereby instructs the Class C(R) Pass Through Trustee to (a) enter into a Participation Agreement Amendment for each Aircraft dated as of [___], 2018, (b) enter into a Trust Indenture Amendment for each Aircraft dated as of [___], 2018, (c) enter into an Intercreditor Agreement Amendment dated as of [___], 2018, (d) perform its obligations under each of the foregoing and (e) deliver such certificates, documents and legal opinions relating to the Class C(R) Pass Through Trustee as required thereby.

Yours faithfully,

American Airlines, Inc.

By: _____

Name: Thomas T. Weir

Title: Vice President & Treasurer

[Signature Page to Closing Notice]

SCHEDULE A

Wilmington Trust Company, as
Pass Through Trustee, Subordination
Agent and Paying Agent
1100 North Market Street
Wilmington, Delaware 19890-1605
Attention: Corporate Trust Administration
Facsimile: ###

Wilmington Trust, National Association,
as Escrow Agent
1100 North Market Street
Wilmington, Delaware 19890-1605
Attention: Corporate Trust Department
Facsimile: ###

Natixis S.A., acting through
its New York Branch, as
Depositary
1251 Avenue of the Americas
New York, New York 10020
Attention: ###
Reference: American Airlines 2012-2C(R) EETC
Facsimile: ###

Moody's Investors Service, Inc.
7 World Trade Center at 250 Greenwich Street
New York, New York 10007
Attention: ###
Reference: American Airlines
2012-2C(R) EETC
Facsimile: ###

Fitch Ratings Ltd.
1 State Street Plaza
New York, New York 10004
Attention: ###
Facsimile: ###

WITHDRAWAL CERTIFICATE
(Class C(R))

Wilmington Trust, National Association
as Escrow Agent
1100 North Market Street
Wilmington, DE 19890
Attention: ###
Reference: American Airlines 2012-2C(R) EETC
Telephone: ###
Telecopier: ###

Ladies and Gentlemen:

Reference is made to the Escrow and Paying Agent Agreement (Class C(R)), dated as of May 15, 2018 (the "Agreement"). We hereby certify to you that the conditions to the obligations of the undersigned to execute a Participation Agreement Amendment pursuant to the Note Purchase Agreement have been satisfied. Pursuant to Section 1.02(c) of the Agreement, please execute the attached Notice of Purchase Withdrawal and immediately transmit it by facsimile to the Depository, at Natixis S.A., acting through its New York Branch, as Depository, 1251 Avenue of the Americas, New York, New York 10020, Attention: ###, Reference: American Airlines 2012-2C(R) EETC, Facsimile: ###.

Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Very truly yours,
WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Pass Through Trustee

By: _____
Name:
Title:

Dated: [___], 2018

NOTICE OF PURCHASE WITHDRAWAL

Natixis S.A., acting through its New York Branch, as Depositary
1251 Avenue of the Americas
New York, New York 10020
Attention: ###
Reference: American Airlines 2012-2C(R) EETC
Facsimile: ###

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class C(R)) dated as of May 15, 2018 (the "Deposit Agreement") between Wilmington Trust, National Association, as Escrow Agent, and Natixis S.A., acting through its New York Branch, as Depositary (the "Depositary").

In accordance with Section 2.3(a) of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of the Deposit, \$[___], Account No. [_____].

The undersigned hereby directs the Depositary to pay the entire amount of the Deposit to [_____], Account No. [_____], Reference: [_____] on [_____], upon the telephonic request of a representative of the Class C(R) Pass Through Trustee.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Escrow Agent

By: _____
Name:
Title:

Dated: As of [____], 2018

53rd at Third
 885 Third Avenue
 New York, New York 10022-4834
 Tel: +1.212.906.1200 Fax: +1.212.751.4864
 www.lw.com

LATHAM & WATKINS LLP

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File No. 046817-0599

May 15, 2018

American Airlines, Inc.
 4333 Amon Carter Blvd.
 Fort Worth, TX 76155

Re: American Airlines Pass Through Certificates, Series 2012-2C(R)

Ladies and Gentlemen:

We have acted as special counsel to American Airlines, Inc., a Delaware corporation (the "**Company**"), in connection with the sale to Deutsche Bank Securities Inc. ("**Deutsche Bank**") by Wilmington Trust Company, as the pass through trustee (in such capacity under the Pass Through Trust Agreements, the "**Pass Through Trustee**"), of \$100,000,000 aggregate face amount of American Airlines Pass Through Certificates, Series 2012-2C(R) (the "**Pass Through Certificates**"), pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "**Act**"), filed with the Securities and Exchange Commission (the "**Commission**") on February 22, 2017 (Registration No. 333-216167-01) (as so filed and as amended, the "**Registration Statement**"), a base prospectus, dated February 22, 2017 (the "**Base Prospectus**"), included in the Registration Statement at the time it originally became effective, a preliminary prospectus supplement with respect to the Pass Through Certificates, dated April 30, 2018 (the "**Preliminary Prospectus**"), filed with the Commission pursuant to Rule 424(b) under the Act, a final prospectus supplement with respect to the Pass Through Certificates, dated May 1, 2018 (the "**Prospectus Supplement**" and, together with the Preliminary Prospectus, Prospectus Supplement and the Base Prospectus, the "**Prospectuses**"), filed with the Commission pursuant to Rule 424(b) under the Act and an underwriting agreement with respect to the Pass Through Certificates, dated May 1, 2018, among Deutsche Bank, Natixis S.A., acting through its New York Branch, as depositary, and the Company. The Pass Through Certificates are being issued pursuant to the Pass Through Trust Agreement, dated as of September 16, 2014, and Trust Supplement No. 2012-2C(R) thereto (collectively, the "**Pass Through Trust Agreements**"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related prospectus, other than as expressly stated herein with respect to the issue of the Pass Through Certificates.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon

certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the general corporation law of the State of Delaware, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, each of the Pass Through Trust Agreements constitutes a legally valid and binding obligation of the Company and the Pass Through Trustee, enforceable against the Company and the Pass Through Trustee in accordance with its terms, and each of the Pass Through Certificates has been validly issued and is entitled to the benefits provided by the related Pass Through Trust Agreement.

Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion as to: (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty; (b) consents to, or restrictions upon, governing law, jurisdiction, venue, service of process, arbitration, remedies or judicial relief; (c) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (d) waivers of broadly or vaguely stated rights; (e) grants of setoff rights; (f) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy; (g) proxies and powers of attorney; (h) provisions prohibiting, restricting or requiring consent to assignment or transfer of any right or property; (i) the creation, validity, attachment, perfection, or priority of any lien or security interest; (j) provisions for exclusivity, election or cumulation of rights or remedies; (k) provisions authorizing or validating conclusive or discretionary determinations; and (l) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed: (a) that the Pass Through Trust Agreements and the Pass Through Certificates (collectively, the "**Documents**") have been duly authorized, executed and delivered by the parties thereto other than the Company; (b) that the Documents constitute legally valid and binding obligations of the parties thereto other than the Company and the Pass Through Trustee, enforceable against each of them in accordance with their respective terms; and (c) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Form 8-K dated as of the date hereof and to the reference to our firm contained in the Prospectuses under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP