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 earliest event
reported: March 29, 2006

AMR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	1-8400	75-1825172
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4333 Amon Carter Blvd. Fort Worth, Texas	76155
(Address of principal executive offices)	(Zip Code)

(817) 963-1234
(Registrant's telephone number)

(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))

Item 1.01 Entry into a Material Definitive Agreement

On March 29, 2006, Thomas W. Horton ("Mr. Horton") accepted an employment offer from American Airlines, Inc. ("American"). The Executive will be the Executive Vice President, Finance and Planning and the Chief Financial Officer of American and its parent corporation, AMR Corporation ("AMR"). A brief description of the material terms of the Executive's Employment Agreement (the "Agreement") is contained in Item 5.02 below (which description is incorporated into this Item 1.01 by reference) and the Agreement is attached as Exhibit 10.1.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

On March 29, 2006, the Company issued a press release announcing the appointment of Mr. Horton as Executive Vice President, Finance and Planning and Chief Financial Officer ("CFO") of AMR and American. Prior to this appointment, Mr. Horton had served at AT&T Corp. as Vice Chairman and CFO from January 2005 to January 2006 and Senior Vice President and CFO from June 2002 to January 2005. From August 1985 to June 2002, he served in a variety of management positions at American and AMR, including Senior Vice President Finance and CFO from January 2000 to June 2002. A copy of the press release announcing Mr. Horton's appointment is attached as Exhibit 99.1 and is incorporated by reference.

On March 29, 2006, AMR and American entered into the Agreement with Mr. Horton. The Agreement has a three year term. Pursuant to the Agreement, Mr. Horton will receive an annual base salary of $600,000 and an annual target bonus equal to 108% of his salary. Mr. Horton will also receive, among other things, the following stock or stock-based compensation awards: (i) 33,000 deferred shares, vesting on the first anniversary of his employment with American; (ii) 69,000 performance shares under AMR's 2004 - 2006 Performance Share Plan for Officers and Key Employees, as amended and restated as of March 29, 2006, payable in 2007 if certain performance criteria are met; (iii) 77,600 performance units under AMR's 2005 - 2007 Performance Unit Plan (or its successor plan), payable in 2008 if certain performance criteria are met; and (iv) options to purchase up to 59,200 shares of AMR's common stock, vesting equally over a period of five years (the overall term of the option grant is ten years). Mr. Horton will be eligible to participate in AMR's and American's management employee and executive benefit programs, including American's defined benefit retirement plans for management personnel and American's Supplemental Executive Retirement Plan (the "SERP"), and he will receive an annual personal allowance (as a replacement for the automobile lease and other personal allowances eliminated in 2003) of at least $27,000 per year. Pursuant to the Agreement, he will receive up to 3.9 years of additional age and service credit under the SERP. Upon termination of the Agreement without cause or by Mr. Horton for good reason, among other things, all of Mr. Horton's stock and stock-based compensation will immediately vest (subject to satisfaction of certain performance criteria for the performance shares and performance units); he will receive the 3.9 additional years of credited service under the SERP; and he will be entitled to two years of his salary and bonus.

Item 1.01 Entry into a Material Definitive Agreement

On March 29, 2006, the Board of Directors (the "Board") of AMR Corporation (the "Corporation") approved the amendment and restatement of various compensation programs. The programs as amended and restated are as follows:

a. The 2003-2005 Performance Share Plan for Officers and Key Employees, and the related 2003-2005 Performance Share Agreement (collectively the "2003-2005 Performance Share Plan");
b. The 2004-2006 Performance Share Plan for Officers and Key Employees, and the related 2004-2006 Performance Share Agreement (collectively the "2004-2006 Performance Share Plan"); and
c. The Deferred Share Award Agreement (the "2004 Deferred Share Plan").

The amendment and restatement of the 2003-2005 Performance Share Plan will result in a distribution of cash and stock upon the attainment of the performance criteria outlined therein. The anticipated distribution date is April 2006.

The amendment and restatement of the 2004-2006 Performance Share Plan will result in a distribution of cash and stock upon the attainment of the performance criteria outlined therein. The anticipated distribution date is April 2007.

The amendment and restatement of the 2004 Deferred Share Plan will result in a distribution of stock upon the recipient being employed by a wholly owned subsidiary of the Corporation on the vesting date. The anticipated distribution date is July 2007.

The Board also made certain grants to the executive officers of the Corporation under the 2003-2005 Performance Share Plan and the 2004-2006 Performance Share Plan. These grants replaced unit grants under earlier plans.

The Board also approved the 2006-2008 Performance Share Plan for Officers and Key Employees (the "2006-2008 Performance Share Plan"). The 2006-2008 Performance Share Plan will result in a distribution of stock upon the attainment of the performance criteria outlined therein. Awards under the 2006-2008 Performance Share Plan will be made in July 2006. The anticipated distribution date is April 2009.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

Exhibit 10.1	Employment Agreement dated March 29, 2006, between AMR Corporation, American Airlines, Inc. and Thomas W. Horton
Exhibit 99.1	Press release of AMR Corporation dated March 29, 2006
Exhibit 99.2	2003-2005 Performance Share Plan for Officers and Key Employees, as Amended and Restated March 29, 2006
Exhibit 99.3	Form of 2003-2005 Performance Share Agreement, as Amended and Restated March 29, 2006 (with awards to executive officers noted)
Exhibit 99.4	2004-2006 Performance Share Plan for Officers and Key Employees, as Amended and Restated March 29, 2006
Exhibit 99.5	Form of 2004-2006 Performance Share Agreement, as Amended and Restated March 29, 2006 (with awards to executive officers noted)
Exhibit 99.6	2006-2008 Performance Share Plan for Officers and Key Employees
Exhibit 99.7	Deferred Share Award Agreement as Amended and Restated March 29, 2006

SIGNATURE

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

AMR CORPORATION

/s/ Charles D. MarLett
Charles D. MarLett
Corporate Secretary

Dated: March 31, 2006

Exhibit 10.1

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT among AMR Corporation, a Delaware corporation ("AMR"), American Airlines, Inc., a Delaware corporation ("American") and Thomas W. Horton (the "Executive") is dated as of the 29th day of March, 2006 (the "Agreement").

IT IS HEREBY AGREED AS FOLLOWS:

1. Effective Date. The "Effective Date" shall mean the date hereof.

2. Employment Period. American hereby agrees to employ the Executive, and the Executive hereby agrees to serve American and AMR, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the third anniversary thereof (the "Employment Period").

3. Terms of Employment. (a) Position and Duties. (i) During the Employment Period, the Executive shall serve as the Executive Vice President, Finance and Planning and Chief Financial Officer of American and AMR with such duties and responsibilities as are customarily assigned to such positions, provided that the Executive shall have responsibility for planning, strategy and pricing issues. The Executive shall report directly and exclusively to the Chairman and Chief Executive of AMR and American.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote substantially all of his business attention and time to the business and affairs of American and/or AMR and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary ("Annual Base Salary") at a rate of not less than $600,000 payable in accordance with American's normal payroll policies. The Executive's Annual Base Salary shall be reviewed at least annually by the Compensation Committee of the AMR Board of Directors ("Compensation Committee") pursuant to its normal performance review policies for senior executives. Annual Base Salary shall not be reduced after any increase and the term Annual Base Salary as utilized in this Agreement shall refer to Annual Base Salary as so increased.

(ii) Annual Bonus. With respect to each fiscal year ending during the Employment Period, the Executive shall be eligible to receive an annual bonus ("Annual Bonus") with a target of 108% of the Executive's Annual Base Salary (the "Reference Bonus"). The actual Annual Bonus, which could be higher or lower (including zero) than the Reference Bonus, shall be based on the attainment of performance objectives as determined by the Compensation Committee and shall be paid, subject to any effective deferral elections that may be made by the Executive pursuant to any deferred compensation plans that American may maintain, within two and a half months following the end of the fiscal year for which the Annual Bonus is earned. The Executive understands that an Annual Bonus may not be paid with respect to any fiscal year in the event the performance criteria established under the applicable bonus plan are not satisfied (as determined by the Compensation Committee).

(iii) Equity-Based Grants. On the Effective Date, AMR shall grant the Executive (A) 33,000 deferred shares ("DSs"), which shall vest on the first anniversary of the Effective Date, except as otherwise provided herein, (B) 59,200 stock options with a fair market value exercise price as of the Effective Date and a ten year term, which shall vest in five equal annual installments, except as otherwise provided herein, (C) 69,000 units under AMR's 2004-2006 Performance Unit Plan (or its successor plan), with a projected distribution in April 2007, and (D) 77,600 units under AMR's 2005-2007 Performance Unit Plan (or its successor plan), with a projected distribution in April 2008. With respect to the performance plans referenced in clauses (C) and (D), the Executive understands that there may be no distribution under such plans in the event the performance criteria established thereunder are not satisfied (as determined by the Compensation Committee).

(iv) Other Employee Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under savings and retirement plans that are tax-qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), in plans that are supplemental to any such tax-qualified plans, and welfare benefit plans, practices, policies and programs provided by American or AMR (including, without limitation, medical, prescription, dental, vision, disability, salary continuance, group life and supplemental group life, accidental death, travel accident insurance, sick leave and vacation plans, practices, policies and programs), on a basis that is no less favorable than those generally applicable or made available to other senior executives of American . The Executive shall be eligible for participation in fringe benefits and perquisite plans, practices, policies and programs (including, without limitation, expense reimbursement plans, practices, policies and programs) on a basis that is no less favorable than those generally applicable or made available to other senior executives of American. The Executive shall be provided with one and one/third additional years of age and service credit for each year worked during the Employment Period (for up to a maximum 3.9 years of additional age and service credit) for all purposes of American's Supplemental Executive Retirement Program (the "SERP") all with the effect that Executive shall be deemed to have served continuously with American since August 1985. The additional age and service credit under the SERP shall not be provided if the Executive's employment is terminated by American for Cause or by the Executive without Good Reason during the Employment Period. The Executive shall also be provided with reasonable relocation benefits, consistent with those provided by American to its senior staff as of the Effective Date, which shall include, without limitation, the purchase by American of the Executive's primary residence at appraised value. Executive shall also receive an annual perquisite allowance of at least $27,000, such allowance shall be subject to adjustment by the Compensation Committee in a manner that is consistent with adjustments made to the perquisite allowance for other senior staff employed by American. Upon the Effective Date, the Executive's entry-on-duty date for purposes of determining seniority and all other benefits normally accruing for members of American's senior staff shall be

August 19, 1985 (except as provided in Section 5(d) of this Agreement).

4. Termination of Employment. (a) Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death during the Employment Period. If American determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may provide the Executive with written notice in accordance with Section 10(b) of this Agreement of its intention to terminate the Executive's employment. In such event, the Executive's employment with American shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"); provided that, within the 30 days after such receipt, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with American on a full-time basis for 180 consecutive days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by American or its insurers and acceptable to the Executive or the Executive's legal representative.

(b) Cause. American may terminate the Executive's employment during the Employment Period either with or without Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the Executive is convicted of, or pleads guilty or nolo contendere to a charge of commission of, a felony; or

(ii) the Executive has engaged in willful gross neglect or willful gross misconduct in carrying out his duties, which results in material economic harm to AMR or American or in reputational harm causing quantifiable material injury to AMR or American.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of AMR or American. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the AMR Board of Directors (the "Board") or upon the instructions of the Board or the Chairman of AMR or based upon the advice of counsel for AMR or American shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of AMR or American. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in clause (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive's employment may be terminated by the Executive with or without Good Reason. For purposes of this Agreement, "Good Reason" shall mean in the absence of a written consent of the Executive:

(i) the assignment to the Executive of any duties inconsistent with the Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 3(a) of this Agreement, or any other action by AMR or American which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial or inadvertent action not taken in bad faith and which is remedied by AMR or American, as the case may be, within 30 days after receipt of notice thereof given by the Executive;

(ii) any failure by AMR or American to comply with any of the provisions of Section 3(b) of this Agreement (including but not limited to, a failure to honor an equity award that is due and payable), other than (A) an isolated, insubstantial or inadvertent failure not occurring in bad faith and which is remedied by AMR or American, as the case may be, within 30 days after receipt of notice thereof given by the Executive or (B) an instance where an equity award is settled in marketable property having equivalent value;

(iii) any requirement by AMR or American that the Executive's services be rendered primarily at a location or locations other than DFW, Texas; or

(iv) any failure by AMR or American to comply with Section 9(c) of this Agreement.

(d) Notice of Termination. Any termination by American for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 10(b) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than 30 days after the giving of such notice). The failure by the Executive or American to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or American, respectively, hereunder or preclude the Executive or American, respectively, from asserting such fact or circumstance in enforcing the Executive's or American's rights hereunder.

(e) Date of Termination. "Date of Termination" means

(i) if the Executive's employment is terminated by American for Cause, or by the Executive with or without Good Reason, the date of receipt of the Notice of Termination or any later date specified therein within 30 days of such notice, as the case may be, (ii) if the Executive's employment is terminated by American other than for Cause or Disability, the Date of Termination shall be the date on which American notifies the Executive of such termination and (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be.

(f) Resignation. Upon termination of the Executive's employment for any reason, the Executive agrees to resign, as of the Date of Termination, to the extent applicable, from any positions that the Executive holds with AMR and American and their affiliated companies, the Board (and any committees thereof) and the Board of Directors (and any committees thereof) of any of their affiliated companies.

5. Obligations of the Company upon Termination. (a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, American shall terminate the Executive's employment other than for Cause, death or Disability or the Executive shall terminate employment for Good Reason:

(i) American shall pay to the Executive in a lump sum in cash within 30 days after the Date of Termination (except for subparagraph B. hereof) the aggregate of the following amounts:

A. the sum of (1) the Executive's accrued Annual Base Salary and any accrued vacation pay through the Date of Termination, (2) the Executive's business expenses that have not been reimbursed by the Company as of the Date of Termination that were incurred by the Executive prior to the Date of Termination in accordance with the applicable policy at American, and (3) the Executive's Annual Bonus earned for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs if such bonus has been determined but not paid as of the Date of Termination (the sum of the amounts described in clauses (1) through (3), shall be hereinafter referred to as the "Accrued Obligations"); and

B. the product of (1) the Reference Bonus, and (2) a fraction, the numerator of which is the number of days in the fiscal year in which the Date of Termination occurs (the "Termination Year") through the Date of Termination, and the denominator of which is 365 (the "Pro Rata Bonus") if the Compensation Committee determines that the applicable performance criteria under the annual bonus plan for the Termination Year have been satisfied. The Pro Rata Bonus shall be paid to the Executive at the same time annual bonus payments for the Termination Year are paid to the senior staff of American; and

C. the amount equal to the product of (1) two and (2) the sum of (x) the Executive's Annual Base Salary and (y) the Reference Bonus; and

(ii) the Executive shall receive age and service credit under all retirement and welfare benefit plans, programs, agreements and arrangements of American from the Date of Termination through the third anniversary of the Effective Date (the "Continuation Period") as if Executive had remained employed for such period; and

(iii) any equity-based awards, DSs and performance units granted to the Executive shall vest and become free of restrictions immediately, and any stock options granted to the Executive shall be exercisable for the remainder of their ten year term, without regard to any provisions relating to earlier termination of the stock options based on termination of

employment. With respect to performance units granted to the Executive, they shall be distributed (in accordance with the terms of the applicable grant agreement) when they become due in the normal course based on a determination of the Compensation Committee that the performance criteria established under the applicable performance unit plan have been satisfied; and

(iv) American shall pay the costs of providing to the Executive and his eligible dependents COBRA coverage for medical and dental benefits for the maximum period then allowed under American's health and welfare plans (collectively "Welfare Benefits"); and

(v) to the extent not theretofore paid or provided, American shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies through the Date of Termination (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits"). As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with AMR.

Notwithstanding the foregoing provisions of this Section 5(a), to the extent required in order to comply with Section 409A of the Code, cash amounts that would otherwise be payable under this Section 5(a) during the six-month period immediately following the Date of Termination shall instead be paid, with interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code ("Interest"), on the first business day after the date that is six months following the Executive's "separation from service" within the meaning of Section 409A.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations to the Executive's legal representatives under this Agreement, other than for (i) payment of Accrued Obligations, (ii) the timely payment or provision of Other Benefits (as qualified hereafter) and (iii) payment of the Pro Rata Bonus,. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination and the Pro Rata Bonus shall be paid to the Executive's estate or beneficiary, as applicable, on the date specified in Section 5(a)(i)(B). With respect to the provision of Other Benefits, the term Other Benefits as utilized in this Section 5(b) shall be those death benefits as in effect on the date of the Executive's death which American customarily pays or provides in the event of the death of a member of its senior staff. American shall pay the costs of providing to the Executive's eligible dependents (as of the date of death) COBRA coverage for medical and dental benefits for the maximum period then allowed under American's health and welfare plans. Stock options, DSs and performance units previously granted to the Executive shall be exercisable, vested and/or distributed, as the case may be, in accordance with the terms of the applicable grant agreement for a termination due to the Executive's death. With respect to performance units granted to the Executive, they shall be distributed (in accordance with the terms of the applicable grant agreement) when they become due in the normal course based on a determination of the Compensation Committee that the performance criteria established under the applicable performance unit plan have been satisfied

(c) Disability. If the Executive's employment is terminated by American by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations to the Executive, other than for (i) payment of Accrued Obligations, (ii) the timely payment or provision of Other Benefits (as qualified hereafter) and (iii) payment of the Pro Rata Bonus; provided, that to the extent required in order to comply with Section 409A of the Code, amounts and benefits to be paid or provided under this Section 5(c) shall be paid, with Interest, or provided to the Executive on the first business day after the date that is six months following the Executive's "separation from service" within the meaning of Section 409A. Accrued Obligations shall be paid to the Executive or Executive's legal representative, as applicable, in a lump sum in cash within 30 days of the Date of Termination and the Pro Rata Bonus shall be paid to the Executive or Executive's legal representative, as applicable, on the date specified in Section 5(a)(i)(B). With respect to the provision of Other Benefits, the term Other Benefits as utilized in this Section 5(c) shall be those disability benefits as in effect on the date of the Executive's

Disability which American customarily pays or provides in the event of the Disability of a member of its senior staff. American shall pay the costs of providing to the Executive's eligible dependents (as of the date of Disability) COBRA coverage for medical and dental benefits for the maximum period then allowed under American's health and welfare plans. Stock options, DSs and performance units previously granted to the Executive shall be exercisable, vested and/or distributed, as the case may be, in accordance with the terms of the applicable grant agreement for a termination due to the Executive's Disability. With respect to performance units granted to the Executive, they shall be distributed (in accordance with the terms of the applicable grant agreement) when they become due in the normal course based on a determination of the Compensation Committee that the performance criteria established under the applicable performance unit plan have been satisfied.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated by American for Cause or the Executive terminates his employment without Good Reason during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (i) the Accrued Obligations through the Date of Termination and (ii) Other Benefits, in each case to the extent theretofore unpaid. Accrued Obligations shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that to the extent required in order to comply with Section 409A of the Code, amounts and benefits to be paid or provided under this sentence of Section 5(d) shall be paid, with Interest, or provided to the Executive on the first business day after the date that is six months following the Executive's "separation from service" within the meaning of Section 409A. For purposes of determining years of age or service credit under any retirement or health or welfare plans maintained by American (including retiree medical and travel plans), upon a termination of Executive's employment by American for Cause or the Executive without Good Reason, during the Employment Period, (i) no additional years of age or service credit shall be accrued in whole or in part pursuant to Section 3(b)(iv) and (ii) the Executive's employment period with American will be deemed to be from August 19,1985 until June 12, 2002, and any accrual of credited age or service for Executive's employment during the Employment Period shall be determined in accordance with American's then existing policies regarding the accrual of such service after a break-in-service.

6. Full Settlement. American's obligation to make the payments provided for in this Agreement and otherwise to perform

its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which American or AMR may have against the Executive or others; provided, American may withhold applicable taxes from any such payments. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and, such amounts shall not be reduced whether or not the Executive obtains other employment. American agrees to pay as incurred, to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest by AMR or American, any of their affiliates or their respective predecessors, successors or assigns, the Executive, his estate, beneficiaries or their respective successors and assigns of the validity or enforceability of, or liability under, any provision of this Agreement (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement); provided, that the Executive prevails on at least one material claim.

7. Change in Control; Tax Reimbursement. AMR and American shall enter into with Executive as of the Effective Date a change in control agreement (the "CIC Agreement"). The CIC Agreement shall have terms and conditions similar to those contained in similar agreements with other members of American's senior staff. Among other things, there will be provisions in the CIC Agreement for (i) the payment of (2 X the Executive's Annual Base Salary and Reference Bonus) and (ii) the reimbursement of any excise

taxes paid by Executive as a result of a change in control of AMR.

8. Confidential Information; Non-Solicit of Employees; Non-Compete. (a) The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it or as may be required by applicable law, court order, a regulatory body or arbitrator or other mediator.

(b) In consideration of the Company's obligations hereunder:

(i) During the one-year period following the Executive's termination of employment during the Employment Period for any reason (the "Restricted Period"), the Executive will not, directly or indirectly, on behalf of the Executive or any other person, become associated with, whether as a principal, partner, employee, consultant or shareholder (other than as a holder of 5% or less of the outstanding voting shares of any publicly traded company), a Competitor. For purposes of this Section 8(b) a "Competitor" shall mean any entity (A) that is engaged in the commercial airline business or (B) that controls another entity that is engaged in the commercial airlines business.

(ii) During the Restricted Period, the Executive shall not, directly or indirectly, solicit or encourage any person to leave his or her employment with the Company or assist in any way with the hiring of any Company employee by any other business.

(c) The Executive acknowledges that the Company would be irreparably injured by a violation of this Section 8 and the Executive or the Company, as applicable, agrees that the Company or the Executive, as applicable, in addition to any other remedies available to it for such breach or threatened breach, shall be entitled, without posting a bond, to a preliminary injunction, temporary restraining order, or other equivalent relief, restraining the Executive or the Company (including its executive officers and directors), as applicable, from any actual or threatened breach of this Section 8.

9. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives, heirs or legatees.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

10. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in the State District Court for Tarrant County, Texas (or, if jurisdiction is under the federal court system, the U. S. District Court for the Northern District of Texas, Fort Worth Division), without reference to principles of conflict of laws. If, under any such law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute,

rule, regulation or ordinance, such portion shall be deemed to be modified or altered to conform thereto. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other parties or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: At the most recent address on file at the Company.

If to the Company: AMR Corporation/ American Airlines, Inc.

4333 Amon Carter Blvd. MD 5618
Fort Worth, TX 76155
Attention: General Counsel

Or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 4(c)(i)-(v) of this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement, except as set forth in Section 4(c).

(f) Except as otherwise expressly provided herein, from and after the Effective Time, this Agreement shall supersede any other employment, severance or change of control agreement between the parties and between the Executive with respect to the subject matter hereof . Any provision of this Agreement that by its terms continues after the expiration of the Employment Period or the termination of the Executive's employment shall survive in accordance with its terms

(g) If any compensation or benefits provided by this Agreement may result in the application of Section 409A of the Code, the Company shall, in consultation with the Executive, modify the Agreement in the least restrictive manner necessary in order to exclude such compensation from the definition of "deferred compensation" within the meaning of such Section 409A or in order to comply with the provisions of Section 409A, other applicable provision(s) of the Code and/or any rules, regulations or other regulatory guidance issued under such statutory provisions and without any diminution in the value of the payments to the Executive.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Boards of Directors of AMR and American, each has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

THOMAS W. HORTON

/s/ Thomas W. Horton

AMR CORPORATION

By /s/ Gerard J. Arpey
Name: Gerard J. Arpey
Title: Chairman, President and CEO

AMERICAN AIRLINES, INC.

By /s/ Gerard J. Arpey
Name: Gerard J. Arpey
Title: Chairman, President and CEO

Exhibit 99.1

CONTACT: Al Becker
Corporate Communications
Fort Worth, Texas
817-967-1577
corp.comm@aa.com

FOR RELEASE: Wednesday, March 29, 2006

AMR CORPORATION APPOINTS THOMAS W. HORTON EXECUTIVE VICE PRESIDENT - FINANCE AND PLANNING AND CFO

AMR Also Announces Other Key Executive Appointments That Further Strengthen Its Management Team And Provide For Succession As AMR Prepares For A Greater Role In The Global Aviation Marketplace

FORT WORTH, Texas - In a move that brings added strength and experience to its strategic leadership team as the company becomes a stronger global competitor, AMR Corporation, the parent company of American Airlines, today announced the appointment of Thomas W. Horton as Executive Vice President - Finance and Planning and Chief Financial Officer.

Horton returns to AMR and American from AT&T, where he most recently had been Vice Chairman and Chief Financial Officer after joining that company from AMR as CFO in June 2002. Since then, Horton has played a pivotal role in strengthening AT&T's core business and building value for its shareholders. He was credited with improving AT&T's cost structure and reducing debt by more than two-thirds. He also had responsibility for corporate strategy and ultimately, the structuring of AT&T's successful merger with SBC.

In his new role as AMR's Executive Vice President - Finance and Planning, Horton will also be CFO, responsible for all of the Company's finance functions, including financial planning, treasury, corporate development, accounting, tax, investor relations, a business unit that provides investment services, and purchasing. In addition, Horton will have overall responsibility for all planning functions led by Henry C. Joyner, American's Senior Vice President - Planning. These include capacity planning, revenue

-- more --

management, corporate real estate, international planning, activities related to American's membership in the global oneworld alliance, and fleet planning.

"All of us at AMR are thrilled to welcome Tom Horton back to the leadership team," said Gerard Arpey, AMR's Chairman and CEO. "Tom is an executive of extraordinary insight and ability who served our Company with distinction in many roles, including Chief Financial Officer, before going on to do great things at AT&T. His broad knowledge of the challenging airline industry and keen understanding of the financial markets will be enormous assets to AMR as we continue the vital work of restoring the Company to sustained profitability in a global aviation marketplace."

With the expected retirement of two key executives in the next few years, American also announced today several other major appointments to further strengthen the management team and develop more refined lines of succession in several critical areas as the airline positions itself to become a stronger and more vibrant global competitor. Those planning retirement are Peter J. Dolara, American's Senior Vice President - Miami, the Caribbean and Latin America, who pioneered the airline's services in those regions and guided their growth into some of the most successful portions of American's network; and William F. Quinn, President of American Beacon Advisors, AMR's investment services unit, who founded that enterprise in 1986 and grew the business to a point where today it manages more than $45 billion in pension assets and short-term cash assets on behalf of American and outside clients. Mindful of these changes, American announced the following:

Two senior international appointments were made to address the changes that will result from Dolara's future retirement and to better position American globally for long-term competitive success. Craig S. Kreeger was named Senior Vice President - International, and C. David Cush was appointed Senior Vice President - Global Sales. At present, Kreeger is responsible for all sales and ground operations activities in Europe and Asia as Vice President - Europe and Pacific Division, based in London. Cush currently is Vice President and General Sales Manager, responsible for leading American's domestic sales team and for developing all sales policies worldwide, including those relating to key distribution systems. Under the transition that will take place when Dolara retires, Kreeger will become responsible for all ground operations in

-- more --

Latin America, Europe and Asia, and Cush will be responsible for all sales activities worldwide, including those in Latin America, Europe and Asia.

Douglas G. Herring, currently American's Vice President and Controller, will become President of American Beacon Advisors, eventually succeeding Quinn, who will continue as the unit's chief executive officer and chairman, and remain on the American Beacon Mutual Fund Board.

Isabella (Bella) Goren was named Senior Vice President - - Customer Relationship Marketing and Reservations. In this new role, Goren will continue to oversee the full range of on-line customer interactions, including expanding customer relationships through personalized service via the AA.com Web site, and the operation of American's reservations centers. In addition, Goren will be responsible for the airline's industry-leading AAdvantage travel awards program, led by Kurt Stache, President of AAdvantage.

Brian McMenamy was appointed Vice President and Controller to succeed Herring. McMenamy is currently American's Managing Director - Airline Profitability and Financial Analysis.

Dolara and Quinn, the two executives planning retirement, are remaining in their respective roles so they can work closely with their successors in the coming years to ensure a smooth and successful transition of leadership in their important areas of responsibility.

"The willingness of Peter Dolara and Bill Quinn to remain in their posts and help with the transition is yet another expression of the complete dedication and commitment that has distinguished their outstanding careers," Arpey said. "All of us at American are deeply appreciative of their support.

"The executive moves we are announcing today will strengthen American for the long-term future and reflect well on the depth of the Company's management team," Arpey said. "These are times of unprecedented challenge and change in the airline industry, and the appointments we are announcing today will put American in an even stronger position to continue the substantial progress that has already been made under the tenets of our Turnaround Plan."

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EXHIBIT 99.2

2003 - 2005 PERFORMANCE SHARE PLAN FOR OFFICERS AND KEY EMPLOYEES, AS AMENDED AND RESTATED AS OF MARCH 29, 2006

Purpose

The purpose of the 2003 - 2005 AMR Corporation Performance Share Plan ("Plan") for Officers and Key Employees is to provide greater incentive to officers and key employees of the subsidiaries and affiliates of AMR Corporation ("AMR" or the "Corporation") to achieve the highest level of individual performance and to meet or exceed specified goals which will contribute to the success of the Corporation.

The Plan is adopted under the 2003 Employee Stock Incentive Plan (the "ESIP").

Definitions

For purposes of the Plan, the following definitions will control:

"Affiliate" is defined as a subsidiary of AMR or any entity that is designated by the Committee as a participating employer under the Plan, provided that AMR directly or indirectly owns at least 20% of the combined voting power of all classes of stock of such entity.

"Committee" is defined as the Compensation Committee, or its successor, of the AMR Board of Directors (the "Board").

"Comparator Group" is defined as the six major U.S. based carriers including AMR Corporation, Continental Airlines, Inc., Delta Air Lines, Inc., Northwest Airlines Corp., Southwest Airlines Co., and UAL Corporation.

"Measurement Period" is defined as the three year period beginning January 1, 2003, and ending December 31, 2005.

"Total Shareholder Return (TSR)" is defined as the rate of return reflecting stock price appreciation plus reinvestment of dividends over the Measurement Period. The average Daily Closing Stock Price (adjusted for splits and dividends) for the three months prior to the beginning and ending points of the Measurement Period will be used to smooth out market fluctuations.

"Daily Closing Stock Price" is defined as the stock price at the close of trading (4:00 PM EST) of the National Exchange on which the stock is traded.

"National Exchange" is defined as one of the New York Stock Exchange (NYSE), the National Association of Stock Dealers and Quotes (NASDAQ), or the American Stock Exchange (AMEX).

Accumulation of Award

Any distribution under the Plan will be determined by (i) the Corporation's TSR rank within the Comparator Group and (ii) the terms and conditions of the award agreement between the Corporation and the employee. The distribution percentage of a target award, based on rank, is specified below:

Granted Target Award - Percent of Target Based on Rank

Rank	6	5	4	3	2	1
Payout %	0%	50%	75%	100%	135%	175%

In the event that a carrier (or carriers) in the Comparator Group ceases to trade on a National Exchange at any point in the Measurement Period, the following distribution percentage of a target award, based on rank and the number of remaining comparators, will be used accordingly.

5 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	5	4	3	2	1

Payout %	50%	75%	100%	135%	175%

4 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	4	3	2	1
Payout %	75%	100%	135%	175%

3 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	3	2	1
Payout %	50%	135%	175%

Administration

The Committee will have authority to administer and interpret the Plan, establish administrative rules, approve eligible participants, and take any other action necessary for the proper and efficient operation of the Plan. The distribution percentage of a target award, if any, will be determined based on an audit of AMR's TSR rank by the General Auditor of American Airlines, Inc. ("American"). A summary of awards under the Plan will be provided to the Board at the first regular meeting following determination of the awards. Awards, if any, will be distributed in cash and stock. The Committee will determine the precise allocation between cash and stock on April 19, 2006. The Cash Payment will be made on April 28, 2006, and any such payment will be based upon the Fair Market Value of the Corporation's Common Stock on April 19, 2006, or such date the award is approved for payment by the Committee. The Stock Distribution under this Plan will be distributed on April 20, 2006, or on the business day that immediately follows the date on which the Committee approves the distribution of an award.

General

Neither this Plan nor any action taken hereunder will be construed as giving any employee or participant the right to be retained in the employ of American or an Affiliate.

Nothing in the Plan will be deemed to give any employee any right, contractually or otherwise, to participate in the Plan or in any benefits hereunder, other than the right to receive an award as may have been expressly awarded by the Committee subject to the terms and conditions of the award agreement between the Corporation and the employee.

In the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Corporation, whether similar or dissimilar, (each a "Force Majeure Event"), which Force Majeure Event affects the Corporation or its Subsidiaries or its Affiliates, the Committee, in its sole discretion, may (i) terminate or (ii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute any awards due currently or in the future under the Plan, including, but not limited to, any awards that have accrued to the benefit of participants but have not yet been paid, in any case to the extent permitted under Proposed Treasury Regulation 1.409A-3(d) and/or 1.409A-3(e), or successor guidance thereto.

In consideration of the employee's privilege to participate in the Plan, the employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American or its Affiliates to any unauthorized party and, (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or its Affiliates to join the employee at his or her new place of employment after his or her employment with American or its Affiliates is terminated. The failure by the employee to abide by the foregoing obligations will result in the award being forfeited in its entirety.

The Committee may amend, suspend, or terminate the Plan at any time.

2003 - 2005 PERFORMANCE SHARE AGREEMENT
AS AMENDED AND RESTATED AS OF MARCH 29, 2006

This performance share agreement ("Agreement") is amended and restated as of March 29, 2006, by and between AMR Corporation, a Delaware corporation (the "Corporation"), and an officer or key employee of one of the Corporation's Subsidiaries (the "Employee" or the "Recipient") as identified in the e-mail or mail notification sent to the Employee on April _, 2006 (the "Notification").

WHEREAS, pursuant to the 2003 - 2005 Performance Share Plan for Officers and Key Employees, as amended and restated as of March 29, 2006 (the "Plan") and as adopted by the Board of Directors of the Corporation (the "Board"), the Compensation Committee of the Board (the "Committee") has determined to make an award (the "Award" as set forth in the Notification) to the Employee (subject to the terms of the Plan and this Agreement), as an inducement for the Employee to remain an employee of one of the Corporation's Subsidiaries during the time frame of 2003 - 2005 and to retain and motivate such Employee during such employment.

This Agreement sets forth the terms and conditions attendant to the Award under the Plan.

1. Grant of Award. Subject to the terms and conditions of this Agreement, the Recipient is hereby granted an Award as of the "Grant Date" set forth in the Notification. The Award will vest, if at all, in accordance with Section 2 of this Agreement. On the date the Award vests (if at all), Recipient will receive a combination of cash and the Corporation's Common Stock. The Committee will determine the amount of the Award to be paid in cash (the "Cash Award") and the amount of the Award to be settled in shares of the Corporation's Common Stock (the "Stock Distribution"). The Cash Award will be paid on April 28, 2006 (such Cash Award will be made pursuant to the Annual Incentive Plan). The Stock Distribution will occur on April 20, 2006 (such Stock Distribution will be made from and pursuant to the 2003 Employee Stock Incentive Plan, the "ESIP"). The sum of the Cash Award and the Stock Distribution will equal the product of (a) the Fair Market Value of the Common Stock on April 19, 2006 and (b) the number of shares of Common Stock comprising the Award.

2. Vesting.

(a) The Award will vest, if at all, in accordance with Schedule A, attached hereto and made a part of this Agreement.

(b) In the event Recipient's employment with one of the Corporation's Subsidiaries is terminated prior to the end of the three year measurement period set forth in Schedule A (the "Measurement Period") due to the Recipient's death, Disability (as defined in section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended, (the "Code")), Retirement or termination not for Cause (each an "Early Termination") the Award will vest, if at all, on a pro-rata basis and will be paid to the Employee (or, in the event of the Employee's death, the Employee's designated beneficiary for purposes of the Award, or in the absence of an effective beneficiary designation, the Employee's estate). The pro-rata basis will be a percentage where the denominator is 36 and the numerator is the number of months from January 1, 2003 through the month of Early Termination, inclusive. The pro-rata basis will be paid to the Recipient at the same time as Cash Awards and Stock Distributions are made to then current employees who have Awards under the Plan, subject to Section 2(f) of this Agreement.

(c) In the event Recipient's employment with one of the Corporation's Subsidiaries is terminated for Cause, or if the Recipient terminates his/her employment with such Subsidiary, each occurring prior to April 20, 2006, the Award will be forfeited in its entirety.

(d) If prior to April 20, 2006, the Recipient becomes an employee of a Subsidiary that is not wholly owned, directly or indirectly, by the Corporation, or if the Recipient begins a leave of absence without reinstatement rights, then in each case the

Award will be forfeited in its entirety.

(e) [Intentionally omitted]

(f) Notwithstanding the provisions of Section 2(b), if the Employee is a person subject to section 409A(a)(2)(B)(i) of the Code, any payment on account of Retirement or termination not for Cause of the Employee will be delayed until the sixth month anniversary of the date of separation from employment due to Retirement or termination not for Cause.

3. Transfer Restrictions. This Award is non-transferable otherwise than by will or by the laws of descent and distribution, and may not otherwise be assigned, pledged or hypothecated and will not be subject to execution, attachment or similar process. Upon any attempt by the Recipient (or the Recipient's successor in interest after the Recipient's death) to effect any such disposition, or upon the levy of any such process, the Award may immediately become null and void, at the discretion of the Committee.

4. Miscellaneous. This Agreement (a) will be binding upon and inure to the benefit of any successor of the Corporation, (b) will be governed by the laws of the State of Texas and any applicable laws of the United States, and (c) may not be amended without the written consent of both the Corporation and the Recipient. No contract or right of employment will be implied by this Agreement.

In consideration of the Employee's privilege to participate in the Plan, the Employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American Airlines, Inc. ("American") or its Affiliates to any unauthorized party and (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or any other Subsidiaries of the Corporation to join the Employee at his or her new place of employment after his or her employment with American or its Affiliates is terminated. The failure by the Employee to abide by the foregoing obligations will result in the Award being forfeited in its entirety.

The Employee will not have the right to defer any of the Cash Payment or the Stock Distribution. Except as provided in this Agreement, the Committee and Corporation will not accelerate the Cash Payment or the Stock Distribution.

Any Cash Award will be net of applicable withholding and social security taxes. The Employee will pay to the Corporation timely any and all such taxes on account of the Stock Distribution. The failure by the Employee to pay timely such taxes will result in a withholding from any and all payments from the Corporation or any Subsidiary to the Employee in order to satisfy such taxes.

6. Adjustments in Awards. In the event of a Stock dividend, Stock split, merger, consolidation, re-organization, re-capitalization or other change in the corporate structure of the Corporation, appropriate adjustments may be made by the Board of Directors to the Award.

7. Incorporation of ESIP Provisions. Capitalized terms not otherwise defined herein (inclusive of Schedule A) will have the meanings set forth for such terms in the ESIP.

8. American Jobs Creation Act. Amendments to this Agreement may be made by the Corporation, without the Employee's consent, in order to ensure compliance with the American Jobs Creation Act of 2004.

9. Prior 2003/2005 Performance Unit Agreement

In consideration of this amended and restated Agreement, the Employee irrevocably agrees that any prior award granted to the Employee under the 2003/2005 Performance Unit Plan, as hereby amended and restated, is hereby forfeited in its entirety and will hereafter be of no further effect and such prior award is replaced in its entirety with the Award granted under this Agreement.

IN WITNESS HEREOF, the Recipient and the Corporation have executed this Performance Share Agreement as of the day, month and year set forth above.

RECIPIENT AMR CORPORATION

_____________________________ _____________________

Charles D. MarLett
Corporate Secretary

Daniel Garton - 77,000 shares
Gary Kennedy - 63,000 shares
Charles MarLett - 33,250 shares

2003 - 2005 PERFORMANCE SHARE PLAN
FOR OFFICERS AND KEY EMPLOYEES, AS AMENDED AND RESTATED
AS OF MARCH 29, 2006

Purpose

The purpose of the 2003 - 2005 AMR Corporation Performance Share Plan ("Plan") for Officers and Key Employees is to provide greater incentive to officers and key employees of the subsidiaries and affiliates of AMR Corporation ("AMR" or the "Corporation") to achieve the highest level of individual performance and to meet or exceed specified goals which will contribute to the success of the Corporation.

The Plan is adopted under the 2003 Employee Stock Incentive Plan (the "ESIP").

Definitions

For purposes of the Plan, the following definitions will control:

"Affiliate" is defined as a subsidiary of AMR or any entity that is designated by the Committee as a participating employer under the Plan, provided that AMR directly or indirectly owns at least 20% of the combined voting power of all classes of stock of such entity.

"Committee" is defined as the Compensation Committee, or its successor, of the AMR Board of Directors (the "Board").

"Comparator Group" is defined as the six major U.S. based carriers including AMR Corporation, Continental Airlines, Inc., Delta Air Lines, Inc., Northwest Airlines Corp., Southwest Airlines Co., and UAL Corporation.

"Measurement Period" is defined as the three year period beginning January 1, 2003, and ending December 31, 2005.

"Total Shareholder Return (TSR)" is defined as the rate of return reflecting stock price appreciation plus reinvestment of dividends over the Measurement Period. The average Daily Closing Stock Price (adjusted for splits and dividends) for the three months prior to the beginning and ending points of the Measurement Period will be used to smooth out market fluctuations.

"Daily Closing Stock Price" is defined as the stock price at the close of trading (4:00 PM EST) of the National Exchange on which the stock is traded.

"National Exchange" is defined as one of the New York Stock Exchange (NYSE), the National Association of Stock Dealers and Quotes (NASDAQ), or the American Stock Exchange (AMEX).

Accumulation of Award

Any distribution under the Plan will be determined by (i) the Corporation's TSR rank within the Comparator Group and (ii) the terms and conditions of the award agreement between the

Corporation and the employee. The distribution percentage of a target award, based on rank, is specified below:

Granted Target Award - Percent of Target Based on Rank

Rank	6	5	4	3	2	1
Payout %	0%	50%	75%	100%	135%	175%

In the event that a carrier (or carriers) in the Comparator Group ceases to trade on a National Exchange at any point in the Measurement Period, the following distribution percentage of a target award, based on rank and the number of remaining comparators, will be used accordingly.

5 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	5	4	3	2	1
Payout %	50%	75%	100%	135%	175%

4 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	4	3	2	1
Payout %	75%	100%	135%	175%

3 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	3	2	1
Payout %	50%	135%	175%

Administration

The Committee will have authority to administer and interpret the Plan, establish administrative rules, approve eligible participants, and take any other action necessary for the proper and efficient operation of the Plan. The distribution percentage of a target award, if any, will be determined based on an audit of AMR's TSR rank by the General Auditor of American Airlines, Inc. ("American"). A summary of awards under the Plan will be provided to the Board at the first regular meeting following determination of the awards. Awards, if any, will be distributed in cash and stock. The Committee will determine the precise allocation between cash and stock on April 19, 2006. The Cash Payment will be made on April 28, 2006, and any such payment will be based upon the Fair Market Value of the Corporation's Common Stock on April 19, 2006, or such date the award is approved for payment by the Committee. The Stock Distribution under this Plan will be distributed on April 20, 2006, or on the business day that immediately follows the date on which the Committee approves the distribution of an award.

General

Neither this Plan nor any action taken hereunder will be construed as giving any employee or participant the right to be retained in the employ of American or an Affiliate.

Nothing in the Plan will be deemed to give any employee any right, contractually or otherwise, to participate in the Plan or in any benefits hereunder, other than the right to receive an award as may have been expressly awarded by the Committee subject to the terms and conditions of the award agreement between the Corporation and the employee.

In the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Corporation, whether similar or dissimilar, (each a "Force Majeure Event"), which Force Majeure Event affects the Corporation or its Subsidiaries or its Affiliates, the Committee, in its sole discretion, may (i) terminate or (ii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute any awards due currently or in the future under the

Plan, including, but not limited to, any awards that have accrued to the benefit of participants but have not yet been paid, in any case to the extent permitted under Proposed Treasury Regulation 1.409A-3(d) and/or 1.409A-3(e), or successor guidance thereto.

In consideration of the employee's privilege to participate in the Plan, the employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American or its Affiliates to any unauthorized party and, (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or its Affiliates to join the employee at his or her new place of employment after his or her employment with American or its Affiliates is terminated. The failure by the employee to abide by the foregoing obligations will result in the award being forfeited in its entirety.

The Committee may amend, suspend, or terminate the Plan at any time.

2004 - 2006 PERFORMANCE SHARE PLAN FOR OFFICERS AND KEY EMPLOYEES, AS AMENDED AND RESTATED AS OF MARCH 29, 2006

Purpose

The purpose of the 2004 - 2006 AMR Corporation Performance Share Plan ("Plan") for Officers and Key Employees is to provide greater incentive to officers and key employees of the subsidiaries and affiliates of AMR Corporation ("AMR" or the "Corporation") to achieve the highest level of individual performance and to meet or exceed specified goals during the time frame 2004 to 2006 which will contribute to the success of the Corporation.

The Plan is adopted under the 1998 Long Term Incentive Plan (the "LTIP") as amended.

Definitions

For purposes of the Plan, the following definitions will control:

"Affiliate" is defined as a subsidiary of AMR or any entity that is designated by the Committee as a participating employer under the Plan, provided that AMR directly or indirectly owns at least 20% of the combined voting power of all classes of stock of such entity.

"Committee" is defined as the Compensation Committee, or its successor, of the AMR Board of Directors (the "Board").

"Comparator Group" is defined as the seven U.S. based carriers including AMR Corporation, Continental Airlines, Inc., Delta Air Lines, Inc., JetBlue Airways, Northwest Airlines Corp., Southwest Airlines Co., and US Airways Group, Inc.

"Corporate Objectives" is defined as being the objectives established by the Committee at the beginning of each fiscal year during the Measurement Period.

"Measurement Period" is defined as the three year period beginning January 1, 2004, and ending December 31, 2006.

"Total Shareholder Return (TSR)" is defined as the rate of return reflecting stock price appreciation plus reinvestment of dividends over the Measurement Period. The average Daily Closing Stock Price (adjusted for splits and dividends) for the three months prior to the beginning and ending points of the Measurement Period will be used to smooth out market fluctuations.

"Daily Closing Stock Price" is defined as the stock price at the close of trading (4:00 PM EST) of the National Exchange on which the stock is traded.

"National Exchange" is defined as one of the New York Stock Exchange (NYSE), the National Association of Stock Dealers and Quotes (NASDAQ), or the American Stock Exchange (AMEX).

Accumulation of Award

Any distribution under the Plan will be determined by (i) the Corporation's TSR rank within the Comparator Group, (ii) (for senior officers of American Airlines, Inc. "American") the Corporation's attainment of the Corporate Objectives and (iii) the terms and conditions of the award agreement between the Corporation and the employee. The distribution percentage of a target award pursuant to the TSR metric and based on rank, is specified below:

Granted Target Award - Percent of Target Based on Rank

Rank	7	6	5	4	3	2	1
Payout %	0%	25%	50%	75%	100%	135%	175%

In the event that a carrier (or carriers) in the Comparator Group ceases to trade on a National Exchange at any point in the

Measurement Period, the following distribution percentage of a target award, based on rank and the number of remaining comparators, will be used accordingly.

6 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	6	5	4	3	2	1
Payout %	0%	50%	75%	100%	135%	175%

5 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	5	4	3	2	1
Payout %	50%	75%	100%	135%	175%

4 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	4	3	2	1
Payout %	75%	100%	135%	175%

3 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	3	2	1
Payout %	50%	135%	175%

At the end of each fiscal year during the Measurement Period, the Committee will determine whether the Corporate Objectives have been achieved. At the end of the Measurement Period, the Committee will determine the distribution of an Award based upon the TSR metric and, with respect to senior officer awards, the Corporate Objectives.

Administration

The Committee shall have authority to administer and interpret the Plan, establish administrative rules, approve eligible participants, and take any other action necessary for the proper and efficient operation of the Plan. The distribution percentage of a target award, if any, will be determined based on an audit of AMR's TSR rank by the General Auditor of American. A summary of awards under the Plan shall be provided to the Board at the first regular meeting following determination of the awards. Awards, if any, will be distributed in cash and stock. The Committee will determine the precise allocation between cash and stock on April 18, 2007. The cash payment will be made on April 30, 2007, and any such payment will be based upon the Fair Market Value of the Corporation's Common Stock on April 18, 2007, or such date the award is approved for payment by the Committee. Stock to be distributed under this Plan will be distributed on April 19, 2007, or on the business day that immediately follows the date on which the Committee approves the distribution of an award.

General

Neither this Plan nor any action taken hereunder shall be construed as giving any employee or participant the right to be retained in the employ of American or an Affiliate.

Nothing in the Plan shall be deemed to give any employee any right, contractually or otherwise, to participate in the Plan or in any benefits hereunder, other than the right to receive an award as may have been expressly awarded by the Committee subject to the terms and conditions of the award agreement between the Corporation and the employee.

In the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Corporation, whether similar or dissimilar, (each a "Force Majeure Event"), which Force Majeure Event affects the Corporation or its Subsidiaries or its Affiliates, the Committee, in its sole discretion, may (i) terminate or (ii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute any awards due currently or in the future under the

Plan, including, but not limited to, any awards that have accrued to the benefit of participants but have not yet been paid, in any case to the extent permitted under Proposed Treasury Regulation 1.409A-3(d) and/or 1.409A-3(e), or successor guidance thereto.

In consideration of the employee's privilege to participate in the Plan, the employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American or its Affiliates to any unauthorized party and, (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or any other Subsidiaries of the Corporation to join the employee at his or her new place of employment after his or her employment with American or its Affiliates is terminated. The failure by the employee to abide by the foregoing obligations shall result in the award being forfeited in its entirety.

The Committee may amend, suspend, or terminate the Plan at any time.

2004 - 2006 PERFORMANCE SHARE AGREEMENT
AS AMENDED AND RESTATED AS OF MARCH 29, 2006

This performance share agreement ("Agreement") is amended and restated as of March 29, 2006, by and between AMR Corporation, a Delaware corporation (the "Corporation"), and an officer or key employee of one of the Corporation's Subsidiaries (the "Employee" or the "Recipient") as identified in the e-mail or mail notification sent to the Employee on April __, 2006 (the "Notification").

WHEREAS, pursuant to the 2004 - 2006 Performance Share Plan for Officers and Key Employees, as amended and restated as of March 29, 2006 (the "Plan") and as adopted by the Board of Directors of the Corporation (the "Board"), the Compensation Committee of the Board (the "Committee") has determined to make an award (the "Award", as set forth in the Notification) to the Employee (subject to the terms of the Plan and this Agreement), as an inducement for the Employee to remain an employee of one of the Corporation's Subsidiaries during the time frame of 2004 - 2006 and to retain and motivate such Employee during his/her employment.

This Agreement sets forth the terms and conditions attendant to the Award under the Plan.

1. Grant of Award. Subject to the terms and conditions of this Agreement, the Recipient is hereby granted an Award as of the "Grant Date" set forth in the Notification. The Award shall vest, if at all, in accordance with Section 2 of this Agreement. On the date the Award vests (if at all), Recipient will receive a combination of cash and the Corporation's Common Stock. The Committee will determine the amount of the Award to be paid in cash (the "Cash Award") and the amount of the Award to be settled in shares of the Corporation's Common Stock (the "Stock Distribution"). The Cash Award will be paid on April 30, 2006 (such Cash Award will be made pursuant to the Annual Incentive Plan). The Stock Distribution will occur on April 19, 2007 (such Stock Distribution will be made from and pursuant to the 1998 Long Term Incentive Plan, as amended (the "LTIP")). The sum of the Cash Award and the Stock Distribution will equal the product of (a) the Fair Market Value of the Common Stock on April 18, 2007, and (b) the number of shares of Common Stock comprising the Award.

2. Vesting.

(a) The Award will vest, if at all, in accordance with Schedule A, attached hereto and made a part of this Agreement.

(b) In the event Recipient's employment with one of the Corporation's Subsidiaries is terminated prior to the end of the three year measurement period set forth in Schedule A (the "Measurement Period") due to the Recipient's death, Disability (as defined in section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended, (the "Code")), Retirement (subject to Section 4) or termination not for Cause (each an "Early Termination") the Award will vest, if at all, on a pro-rata basis and will be paid to the Employee (or, in the event of the Employee's death, the Employee's designated beneficiary for purposes of the Award, or in the absence of an effective beneficiary designation, the Employee's estate). The pro-rata basis will be a percentage where the denominator is 36 and the numerator is the number of months from January 1, 2004 through the month of Early Termination, inclusive. This pro-rata basis will be paid to the Recipient at the same time as Cash Awards and Stock Distributions are made to then current employees who have Awards under the Plan, subject to Section 2(f) of this Agreement.

(c) In the event Recipient's employment with one of the Corporation's Subsidiaries is terminated for Cause, or if the Recipient terminates his/her employment with such Subsidiary, each occurring prior to April 19, 2007, the Award shall be forfeited in its entirety.

(d) If prior to April 19, 2007, the Recipient becomes an employee of a Subsidiary that is not wholly owned, directly or indirectly, by the Corporation, or if the Recipient begins a leave of absence without reinstatement rights, then in each case the Award shall be forfeited in its entirety.

(e) In the event of a Change in Control of the Corporation prior to the distribution of the Award, the Award will be paid within 60 days of the date of the Change in Control. In such event, the vesting date will be the date of the Change in Control. The term "Change in Control" is defined for purposes of this Agreement in Section 7.

(f) Notwithstanding the provisions of Section 2(b), if the Employee is a person subject to section 409A(a)(2)(B)(i) of the Code, any payment on account of Retirement or termination not for Cause of the Employee shall be delayed until the sixth month anniversary of the date of separation from employment due to Retirement or termination not for Cause.

3. Transfer Restrictions. This Award is non-transferable otherwise than by will or by the laws of descent and distribution, and may not otherwise be assigned, pledged or hypothecated and shall not be subject to execution, attachment or similar process. Upon any attempt by the Recipient (or the Recipient's successor in interest after the Recipient's death) to effect any such disposition, or upon the levy of any such process, the Award may immediately become null and void, at the discretion of the Committee.

4. Miscellaneous. This Agreement (a) shall be binding upon and inure to the benefit of any successor of the Corporation, (b) shall be governed by the laws of the State of Texas and any applicable laws of the United States, and (c) may not be amended without the written consent of both the Corporation and the Recipient. No contract or right of employment shall be implied by this Agreement.

In the event the Employee's employment is terminated by reason of Early or Normal Retirement and the Employee is subsequently employed by a competitor of the Corporation, the Corporation serves the right, upon notice to the Employee, to declare the Award forfeited and of no further validity.

In consideration of the Employee's privilege to participate in the Plan, the Employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American Airlines, Inc. ("American") or its Affiliates to any unauthorized party and (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or any other Subsidiaries of the Corporation to join the Employee at his or her new place of employment after his or her employment with American or its Affiliates is terminated. The failure by the Employee to abide by the foregoing obligations shall result in the Award being forfeited in its entirety.

The Employee shall not have the right to defer any of the Cash Payment or the Stock Distribution. Except as provided in this Agreement, the Committee and Corporation shall not accelerate the Cash Payment or the Stock Distribution.

Any Cash Award will be net of applicable withholding and social security taxes. The Employee will pay to the Corporation timely any and all such taxes on account of the Stock Distribution. The failure by the Employee to pay timely such taxes will result in a withholding from any and all payments from the Corporation or any Subsidiary to the Employee in order to satisfy such taxes.

6. Adjustments in Awards. In the event of a Stock dividend, Stock split, merger, consolidation, re-organization, re-capitalization or other change in the corporate structure of the Corporation, appropriate adjustments may be made by the Board of Directors to the Award.

7. Incorporation of LTIP Provisions. Capitalized terms not otherwise defined herein (inclusive of Schedule A) shall have the meanings set forth for such terms in the LTIP. For purposes of Section 2(e), the term "Change in Control" will mean a "change in ownership" or "change in effective control" or "change in

ownership of the assets" of the Corporation, as determined pursuant to Internal Revenue Service Notice 2005-1 (or successor guidance thereto under section 409A of the Code).

8. American Jobs Creation Act. Amendments to this Agreement may be made by the Corporation, without the Employee's consent, in order to ensure compliance with the American Jobs Creation Act of 2004.

9. Prior 2004/2006 Performance Unit Agreement

In consideration of this amended and restated Agreement, the Employee irrevocably agrees that any prior award granted to the Employee under the 2004/2006 Performance Unit Plan, as hereby amended and restated, is hereby forfeited in its entirety and will hereafter be of no further effect and such prior award is replaced in its entirety with the Award granted under this Agreement.

IN WITNESS HEREOF, the Recipient and the Corporation have executed this Performance Share Agreement as of the day, month and year set forth above.

RECIPIENT	AMR CORPORATION
____________________________	____________________ Charles D. MarLett Corporate Secretary

Gerard Arpey - 236,250
Daniel Garton - 120,750
Thomas Horton - 120,750
Gary Kennedy - 89,250
Charles MarLett - 26,250

2004 - 2006 PERFORMANCE SHARE PLAN FOR OFFICERS AND KEY EMPLOYEES, AS AMENDED AND RESTATED AS OF MARCH 29, 2006

Purpose

The purpose of the 2004 - 2006 AMR Corporation Performance Share Plan ("Plan") for Officers and Key Employees is to provide greater incentive to officers and key employees of the subsidiaries and affiliates of AMR Corporation ("AMR" or the "Corporation") to achieve the highest level of individual performance and to meet or exceed specified goals during the time frame 2004 to 2006 which will contribute to the success of the Corporation.

The Plan is adopted under the 1998 Long Term Incentive Plan (the "LTIP") as amended.

Definitions

For purposes of the Plan, the following definitions will control:

"Affiliate" is defined as a subsidiary of AMR or any entity that is designated by the Committee as a participating employer under the Plan, provided that AMR directly or indirectly owns at least 20% of the combined voting power of all classes of stock of such entity.

"Committee" is defined as the Compensation Committee, or its successor, of the AMR Board of Directors (the "Board").

"Comparator Group" is defined as the seven U.S. based carriers including AMR Corporation, Continental Airlines, Inc., Delta Air Lines, Inc., JetBlue Airways, Northwest Airlines Corp., Southwest

Airlines Co., and US Airways Group, Inc.

"Corporate Objectives" is defined as being the objectives established by the Committee at the beginning of each fiscal year during the Measurement Period.

"Measurement Period" is defined as the three year period beginning January 1, 2004, and ending December 31, 2006.

"Total Shareholder Return (TSR)" is defined as the rate of return reflecting stock price appreciation plus reinvestment of dividends over the Measurement Period. The average Daily Closing Stock Price (adjusted for splits and dividends) for the three months prior to the beginning and ending points of the Measurement Period will be used to smooth out market fluctuations.

"Daily Closing Stock Price" is defined as the stock price at the close of trading (4:00 PM EST) of the National Exchange on which the stock is traded.

"National Exchange" is defined as one of the New York Stock Exchange (NYSE), the National Association of Stock Dealers and Quotes (NASDAQ), or the American Stock Exchange (AMEX).

Accumulation of Award

Any distribution under the Plan will be determined by (i) the Corporation's TSR rank within the Comparator Group, (ii) (for senior officers of American Airlines, Inc. "American") the Corporation's attainment of the Corporate Objectives and (iii) the terms and conditions of the award agreement between the Corporation and the employee. The distribution percentage of a target award pursuant to the TSR metric and based on rank, is specified below:

Granted Target Award - Percent of Target Based on Rank

Rank	7	6	5	4	3	2	1
Payout %	0%	25%	50%	75%	100%	135%	175%

In the event that a carrier (or carriers) in the Comparator Group ceases to trade on a National Exchange at any point in the Measurement Period, the following distribution percentage of a target award, based on rank and the number of remaining comparators, will be used accordingly.

6 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	6	5	4	3	2	1
Payout %	0%	50%	75%	100%	135%	175%

5 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	5	4	3	2	1
Payout %	50%	75%	100%	135%	175%

4 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	4	3	2	1
Payout %	75%	100%	135%	175%

3 Comparators

Granted Target Award - Percent of Target Based on Rank

Rank	3	2	1
Payout %	50%	135%	175%

At the end of each fiscal year during the Measurement Period, the Committee will determine whether the Corporate Objectives have been achieved. At the end of the Measurement Period, the Committee will determine the distribution of an Award based upon the TSR metric and, with respect to senior officer awards, the Corporate Objectives.

Administration

The Committee shall have authority to administer and interpret the Plan, establish administrative rules, approve eligible participants, and take any other action necessary for the proper and efficient operation of the Plan. The distribution percentage of a target award, if any, will be determined based on an audit of AMR's TSR rank by the General Auditor of American. A summary of awards under the Plan shall be provided to the Board at the first regular meeting following determination of the awards. Awards, if any, will be distributed in cash and stock. The Committee will determine the precise allocation between cash and stock on April 18, 2007. The cash payment will be made on April 30, 2007, and any such payment will be based upon the Fair Market Value of the Corporation's Common Stock on April 18, 2007, or such date the award is approved for payment by the Committee. Stock to be distributed under this Plan will be distributed on April 19, 2007, or on the business day that immediately follows the date on which the Committee approves the distribution of an award.

General

Neither this Plan nor any action taken hereunder shall be construed as giving any employee or participant the right to be retained in the employ of American or an Affiliate.

Nothing in the Plan shall be deemed to give any employee any right, contractually or otherwise, to participate in the Plan or in any benefits hereunder, other than the right to receive an award as may have been expressly awarded by the Committee subject to the terms and conditions of the award agreement between the Corporation and the employee.

In the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Corporation, whether similar or dissimilar, (each a "Force Majeure Event"), which Force Majeure Event affects the Corporation or its Subsidiaries or its Affiliates, the Committee, in its sole discretion, may (i) terminate or (ii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute any awards due currently or in the future under the Plan, including, but not limited to, any awards that have accrued to the benefit of participants but have not yet been paid, in any case to the extent permitted under Proposed Treasury Regulation 1.409A-3(d) and/or 1.409A-3(e), or successor guidance thereto.

In consideration of the employee's privilege to participate in the Plan, the employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American or its Affiliates to any unauthorized party and, (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or any other Subsidiaries of the Corporation to join the employee at his or her new place of employment after his or her employment with American or its Affiliates is terminated. The failure by the employee to abide by the foregoing obligations shall result in the award being forfeited in its entirety.

The Committee may amend, suspend, or terminate the Plan at any time.

2006 - 2008 PERFORMANCE SHARE PLAN
FOR OFFICERS AND KEY EMPLOYEES

Purpose

The purpose of the 2006 - 2008 AMR Corporation Performance Share Plan ("Plan") for Officers and Key Employees is to provide greater incentive to officers and key employees of the subsidiaries and affiliates of AMR Corporation ("AMR" or "the Corporation") to achieve the highest level of individual performance and to meet or exceed specified goals which will contribute to the success of the Corporation.

Definitions

For purposes of the Plan, the following definitions will control:

"Affiliate" is defined as a subsidiary of AMR or any entity that is designated by the Committee as a participating employer under the Plan, provided that AMR directly or indirectly owns at least 20% of the combined voting power of all classes of stock of such entity.

"Committee" is defined as the Compensation Committee, or its successor, of the AMR Board of Directors.

"Comparator Group" is defined as the following seven U.S. based carriers including, AirTran Airways, Alaska Airlines, AMR Corporation, Continental Airlines, Inc., JetBlue Airways, Southwest Airlines Co. and US Airways, Inc.

"Corporate Objectives" is defined as being the objectives established by the Committee at the beginning of each fiscal year during the Measurement Period.

"Measurement Period" is defined as the three year period beginning January 1, 2006 and ending December 31, 2008.

"Total Shareholder Return (TSR)" is defined as the rate of return reflecting stock price appreciation plus reinvestment of dividends over the Measurement Period. The average Daily Closing Stock Price (adjusted for splits and dividends) for the three months prior to the beginning and ending points of the Measurement Period will be used to smooth out market fluctuations.

"Daily Closing Stock Price" is defined as the stock price at the close of trading (4:00 PM EST) of the National Exchange on which the stock is traded.

"National Exchange" is defined as either the New York Stock Exchange (NYSE), the National Association of Stock Dealers and Quotes (NASDAQ), or the American Stock Exchange (AMEX).

Accumulation of Shares

Any distribution under the Plan with respect to the shares will be determined by (i) the Corporation's TSR rank within the Comparator Group and/or (ii) the Corporation's attainment of the Corporate Objectives during each year of the Measurement Period and (iii) the terms and conditions of the award agreement between the Corporation and the employee. The distribution percentage of shares pursuant to the TSR metric and based on rank, is specified below:

Granted Shares - Percent of Target Based on Rank

Rank	7	6	5	4	3	2	1
Payout %	0%	25%	50%	75%	100%	135%	175%

In the event that a carrier (or carriers) in the Comparator Group ceases to trade on a National Exchange at any point in the Measurement Period, the following distribution percentage of target shares, based on rank and the number of remaining comparators, will be used accordingly.

6 Comparators

Granted Shares - Percent of Target Based on Rank

Rank	6	5	4	3	2	1
Payout %	0%	50%	75%	100%	135%	175%

5 Comparators

Granted Shares - Percent of Target Based on Rank

Rank	5	4	3	2	1
Payout %	50%	75%	100%	135%	175%

4 Comparators

Granted Shares - Percent of Target Based on Rank

Rank	4	3	2	1
Payout %	75%	100%	135%	175%

3 Comparators

Granted Shares - Percent of Target Based on Rank

Rank	3	2	1
Payout %	50%	135%	175%

At the end of each fiscal year during the Measurement Period, the Committee will determine whether the Corporate Objectives have been achieved. At the end of the Measurement Period the Committee will determine the distribution of shares based upon the TSR metric and, with respect to senior officer awards, the Corporate Objectives. The number of shares that may vest will range from 0% to 175% of the target award.

Administration

The Committee shall have authority to administer and interpret the Plan, establish administrative rules, approve eligible participants, and take any other action necessary for the proper and efficient operation of the Plan. The TSR metric will be determined based on an audit of AMR's TSR rank by the General Auditor of American Airlines, Inc. A summary of awards under the Plan shall be provided to the Board of Directors at the first regular meeting following determination of the awards. The awards will be distributed on April 16, 2008, or such date the award is approved for distribution by the Committee.

The distribution of any shares under this Plan is subject to the Corporation having sufficient stock in a stock plan to make such a distribution. In the event the Corporation does not have sufficient shares of stock in such a stock plan for the distribution contemplated by this Plan, the Committee will have the authority and discretion to make substitutions for such shares, all to the effect that the employee will receive cash or other marketable property of a value equivalent to what the employee would have been received in a stock distribution.

Corporate Objectives will be used as a metric for determining the distribution of shares only for senior officers of the Corporation (or a Subsidiary thereof) unless the Committee determines otherwise.

General

Neither this Plan nor any action taken hereunder shall be construed as giving any employee or participant the right to be retained in the employ of American Airlines, Inc. or an Affiliate.

Nothing in the Plan shall be deemed to give any employee any right, contractually or otherwise, to participate in the Plan or in any benefits hereunder, other than the right to receive an award as may have been expressly awarded by the Committee subject to the terms and conditions of the award agreement between the Corporation and the employee.

In the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Corporation, whether similar or dissimilar, (each a "Force Majeure Event"), which Force Majeure Event affects the Corporation or its Subsidiaries or its Affiliates, the Committee, in its sole discretion, may (i) terminate or (ii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute any awards due currently or in the future under the Plan, including, but not limited to, any awards that have accrued to the benefit of participants but have not yet been paid, in any case to the extent permitted under proposed Treasury Regulation 1.409A-3(d) and/or 1.409A-3(e), or successor guidance thereto.

In consideration of the employee's privilege to participate in the Plan, the employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American Airlines, Inc. or its Affiliates to any unauthorized party and, (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American Airlines, Inc. or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American Airlines, Inc. or any other Subsidiaries of AMR to join the employee at his or her new place of employment after his or her employment with American Airlines, Inc. or its Affiliates is terminated. The failure by the employee to abide by the foregoing obligations shall result in the award being forfeited in its entirety.

The Committee may amend, suspend, or terminate the Plan at any time.

Exhibit 99.7

DEFERRED SHARE AWARD AGREEMENT

This AGREEMENT is amended and restated as of March 29, 2006, by and between AMR Corporation, a Delaware corporation (the "Corporation") and an officer or a key employee of one of the Corporation's Subsidiaries (the "Employee") as identified in the e-mail or mail notification sent to the Employee on April x, 2006 (the "Notification").

WHEREAS, pursuant to the 2003 Employee Stock Incentive Plan, as it may be amended from time to time (the "ESIP"), the Compensation Committee of the Board of Directors (the "Committee") has determined that the Employee is an officer or key employee and has further determined to make an award of Deferred Shares to the Employee as an inducement for the Employee to remain with one of the Corporation's Subsidiaries and to motivate the Employee during such employment.

NOW, THEREFORE, the Corporation and the Employee hereby agree as follows:

1. Grant of Award.

The Employee is hereby granted as of July 26, 2004 (the "Grant Date") a deferred share award (the "Award"), subject to the terms and conditions of this Agreement, as amended and restated, with respect to the number of shares of Common Stock set forth in the Notification (the "Shares"). Subject to the terms and conditions of this Agreement, the Shares covered by the Award will vest, if at all, in accordance with Section 2 hereof, on July 26, 2007 (such date hereby established as the "Vesting Date" of the Award).

2. Distribution of Award.

Distribution with respect to the Award, on the Vesting Date, will occur, if at all, in accordance with the following terms and conditions:

(a) If the Employee is on the payroll of a Subsidiary that is wholly owned by the Corporation as of the Vesting Date, the Shares will be distributed to the Employee on July 27, 2007.

(b) In the event the Employee's employment with a Subsidiary of the Corporation is terminated prior to the Vesting Date due to the Employee's death, Disability (as defined in section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended, (the "Code")), Retirement or termination not for Cause (each an "Early Termination"), the Shares covered by the Award will vest on a pro-rata basis and will be paid to the Employee (or, in the event of the Employee's death, the Employee's designated beneficiary for the purposes of the Award, or in the absence of an effective beneficiary designation, the Employee's estate). The pro-

rata basis will be a percentage where the denominator is 36 and the numerator is the number of months from the Grant Date through the month of Early Termination, inclusive. The pro-rata Award will be paid (subject to Section 2(e) hereof) to the Employee (or, in the event of the Employee's death, the Employee's designated beneficiary for the purposes of the Award, or in the absence of an effective beneficiary designation, the Employee's estate) within 60 days after the Employee's death, Disability, Retirement or termination not for Cause.

(c) In the event of a Change in Control of the Corporation (as defined in Section 5 hereof) after the Vesting Date but prior to the distribution of the Award, the Award will be distributed in accordance with the terms of the ESIP.

(d) Notwithstanding the terms of Section 2(a), (b), (c), the Award will be forfeited in its entirety if prior to the Vesting Date:

(i) The Employee's employment with the Corporation (or Subsidiary or Affiliate thereof) is terminated for Cause, or if the Employee terminates his/her employment with a Subsidiary of the Corporation;

(ii) The Employee becomes an employee of a Subsidiary that is not wholly owned by the Corporation; or

(iii) The Employee takes a leave of absence without reinstatement rights, unless otherwise agreed in writing between the Corporation and the Employee.

(e) Notwithstanding the provisions of Section 2(b) hereof, if the Employee is a person subject to section 409A(a)(2)(B)(i) of the Code, any payment on account of Retirement or termination not for Cause of the Employee shall be delayed until the sixth month anniversary of the date of separation from employment due to Retirement or termination not for Cause.

3. Transfer Restrictions.

Unless otherwise permitted by the Corporation, the Award is non-transferable other than by will or by the laws of descent and distribution, and may not be assigned, pledged or hypothecated and will not be subject to execution, attachment or similar process. Upon any attempt by the Employee (or the Employee's successor in the interest after the Employee's death) to effect any such disposition, or upon the levy of any such process, the Award may immediately become null and void, at the discretion of the Corporation.

4. [Intentionally omitted]

5. Miscellaneous.

This Agreement (a) will be binding upon and inure to the benefit of any successor of the Corporation, (b) will be governed by the laws of the State of Texas and any applicable laws of the United States, and (c) may not be amended without the written consent of both the Corporation and the Employee. No contract or right of employment will be implied by this Agreement.

In consideration of the Employee's privilege to participate in the Plan, the Employee agrees (i) not to disclose any trade secrets of, or other confidential/restricted information of, American Airlines, Inc. ("American") or its Affiliates to any unauthorized party and (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during his or her employment with American or its Affiliates or after such employment is terminated, and (iii) not to solicit any then current employees of American or any other Subsidiaries of the Corporation to join the Employee at his or her place of employment after his or her employment with American or its Affiliates is terminated. The failure by the Employee to abide by the foregoing obligations shall result in the Award being immediately forfeited in its entirety.

For purposes of Section 2(c) hereof, the term "Change in Control" will mean a "change in ownership" or "change in effective control", or "change in ownership of the assets" of the Corporation, as determined pursuant to Internal Revenue Service Notice 2005-1 (or successor guidance thereto under section 409A of the Code).

The Employee will not have the right to defer distribution of the Award. Except as provided in this

Agreement, the Committee and the Corporation will not accelerate distribution of the Award.

Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the ESIP.

6. Adjustments in Awards.

In the event of a Stock dividend, Stock split, merger, consolidation, re-organization, re-capitalization or other change in the corporate structure of the Corporation, appropriate adjustments may be made by the Board of Directors in the number of Shares awarded.

7. Prior Deferred Unit Awards.

In consideration of this amended and restated Agreement, the Employee irrevocably agrees that any prior award granted to the Employee under a 2004 Deferred Unit Agreement, as hereby amended and restated, is hereby

forfeited in its entirety and will hereafter be of no further effect and such prior award is replaced in its entirety with the Award granted under this Agreement.

8. American Jobs Creation Act. Amendments to this Agreement may be made by the Corporation, without the Employee's consent, in order to ensure compliance with the American Jobs Creation Act of 2004.

IN WITNESS HEREOF, the Employee and the Corporation have executed this Deferred Unit Agreement as of the day and year first above written.

Employee	AMR CORPORATION
______________________________	__________________________
	Charles D. MarLett
	Corporate Secretary