

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

FORM 10-Q/A
(Amendment No. 1)

☒ Quarterly Report Pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934
For the Quarterly Period Ended June 30, 2006.

☐ Transition Report Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
For the Transition Period From _____ to _____.

Commission file number 1-8400.

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

Delaware	75-1825172
(State or other	(I.R.S. Employer
jurisdiction	Identification No.)
of incorporation or	
organization)	

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

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

Not Applicable
(Former name, former address and former fiscal year, if changed
since last report)

Indicate by check mark whether the registrant (1) has filed all
reports required to be filed by Section 13 or 15(d) of the
Securities Exchange Act of 1934 during the preceding 12 months
(or for such shorter period that the registrant was required to
file such reports), and (2) has been subject to such filing
requirements for the past 90 days. x Yes No

Indicate by check mark whether the registrant is a large
accelerated filer, an accelerated filer, or a non-accelerated
filer. See definition of "accelerated filer" and "large
accelerated filer" in Rule 12b-2 of the Exchange Act.
x Large Accelerated Filer Accelerated Filer
Non-accelerated Filer

Indicate by check mark whether the registrant is a shell company
(as defined in Rule 12b-2 of the Act). Yes x No

Indicate the number of shares outstanding of each of the
issuer's classes of common stock, as of the latest practicable
date.

Common Stock, \$1 par value - 213,015,663 shares as of July 21, 2006.

EXPLANATORY NOTE

This Form 10-Q/A (Amendment No. 1) is being filed by AMR Corporation
(the Company) to correct a clerical error in the reported number of

certain shares and stock-settled stock appreciation rights listed in Item 5 of Part 2 of the Company's original report on Form 10-Q filed with the Securities and Exchange Commission on July 25, 2006 (original Form 10-Q) and in Exhibits 10.1, 10.3 and 10.4 attached to the original Form 10-Q.

As the amendment only relates to Item 5 of Part 2, Other Information, the previously issued condensed consolidated financial statements and footnotes thereto are unchanged. No attempt has been made in this Form 10-Q/A to modify or update disclosures in the original Form 10-Q except as required to address the changes in Item 5. This Form 10-Q/A does not reflect events occurring after the filing of the original Form 10-Q or modify or update any related disclosures. Information not affected by the amendment is unchanged and reflects the disclosure made at the time of the filing of the original Form 10-Q with the Securities and Exchange Commission on July 25, 2006. Accordingly, this Form 10-Q/A should be read in conjunction with the original Form 10-Q and the Company's filings made with the Securities and Exchange Commission subsequent to the filing of the original Form 10-Q, including any amendments to those filings.

In accordance with Rule 12b-15 promulgated under the Securities and Exchange Act of 1934, as amended, the complete text of Item 5, Other Information, is set forth herein, including those portions of the text that have not been amended from that set forth in the original Form 10-Q. The only changes to the text in Item 5 of Part 2 of the original Form 10-Q are as follows:

- The number of stock-settled Stock Appreciation Rights granted to Gerard J. Arpey is amended to 75,000 as compared to 77,500 listed in the original Form 10-Q.
- The number of Deferred Shares granted to Mr. Arpey is amended to 20,000 as compared to 22,000 listed in the original Form 10-Q.
- The number of Performance Shares granted to Mr. Arpey is amended to 95,000 as compared to 100,000 listed in the original Form 10-Q.

Exhibits 10.1, 10.3 and 10.4 listed in Item 6 of Part 2 have been amended to reflect these changes.

Item 5. Other Information

As discussed in the Company's Proxy Statement, the Compensation Committee of the Company's Board of Directors conducts annually a comprehensive review of compensation for the executive officers of the Company and American with independent compensation consultants engaged by the Committee. At the July 2006 meetings of the Compensation Committee and the Board, the following compensation initiatives were approved (effective July 24, 2006):

- Grants of stock-settled stock appreciation rights pursuant to the form of Stock Appreciation Right Agreement ("SAR Agreement"), attached as Exhibit 10.1 to this Form 10-Q/A, and the corresponding Amendment to the AMR Corporation 1998 Long Term Incentive Plan, as Amended, dated as of July 19, 2006, attached as Exhibit 10.2 to this Form 10-Q/A. An attachment to the form SAR Agreement notes the stock-settled stock appreciation right grants to the executive officers, effective July 24, 2006.
- Grants of deferred shares pursuant to the form of Deferred Share Award Agreement for 2006 ("Deferred Share Agreement"). The form of the Deferred Share Agreement is attached as Exhibit 10.3 to this Form 10-Q/A, and an attachment to the form Deferred Share Agreement notes the deferred share grants to the executive officers, effective July 24, 2006.
- Grants of performance shares pursuant to the form of Performance Share Agreement ("Performance Share Agreement") under the 2006 - 2008 Performance Share Plan for Officers and Key Employees. The form of the Performance Share Agreement is attached as Exhibit 10.4 to this Form 10-Q/A, and an attachment to the form Performance Share Agreement notes the performance share grants to the executive officers, effective July 24, 2006.

For Gerard J. Arpey, the Committee determined that an increase of Mr. Arpey's compensation was necessary based on several considerations, including:

- According to the data and recommendations of the Committee's

independent compensation consultants, the adjustments were required to begin to bring Mr. Arpey's compensation more in-line with median CEO compensation at comparably-sized companies and other airlines.

- The need to retain Mr. Arpey over the long-term.
- Mr. Arpey declined base salary increases upon his promotion to CEO in 2003, and in each of 2004 and 2005 (other than the 1.5% pay increase offered to all management employees).
- Internal equity related to the market-rate salary of the Company's new Chief Financial Officer.

At the July 2006 meetings of the Committee and the Board, the following compensation initiatives were therefore approved for Mr. Arpey:

- Base salary increase to \$650,000.
- Long-term incentive grants (effective July 24, 2006), comprised of:
 - 75,000 stock-settled Stock Appreciation Rights
 - 20,000 Deferred Shares
 - 95,000 Performance Shares
 - 58,000 career performance shares (pursuant to the terms of the Career Performance Shares, Deferred Stock Award Agreement between the Company and Mr. Arpey, dated as of July 25, 2005. The form of this agreement is attached as Exhibit 10.6 to the Company's report on Form 10-Q for the quarterly period ended June 30, 2005.)

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Item 6. Exhibits

The following exhibits are included herein:

- 10.1 Form of Stock Appreciation Right Agreement under the 1998 Long Term Incentive Plan, as Amended (with awards to executive officers noted)
- 10.2 Amendment to the 1998 Long Term Incentive Plan, as Amended, dated as of July 19, 2006
- 10.3 Form of 2006 Deferred Share Award Agreement (with awards to executive officers noted)
- 10.4 Form of Performance Share Agreement under the 2006 - 2008 Performance Share Plan for Officers and Key Employees (with awards to executive officers noted)
- 31.1 Certification of Chief Executive Officer pursuant to Rule 13a-14(a).
- 31.2 Certification of Chief Financial Officer pursuant to Rule 13a-14(a).

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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 thereunto duly authorized.

AMR CORPORATION

Date: July 28, 2006

BY: /s/ Thomas W. Horton
Thomas W. Horton
Executive Vice President and Chief
Financial Officer
(Principal Financial and Accounting Officer)

STOCK APPRECIATION RIGHT AGREEMENT UNDER THE
AMR CORPORATION 1998 LONG TERM INCENTIVE PLAN, AS AMENDED

STOCK APPRECIATION RIGHT AGREEMENT (this "Agreement") granted effective as of July 24, 2006, by AMR Corporation, a Delaware corporation (the "Corporation"), to _____, employee number 000000, an employee of the Corporation or one of its Subsidiaries or Affiliates (the "Grantee").

W I T N E S S E T H:

WHEREAS, the stockholders of the Corporation approved the AMR Corporation 1998 Long Term Incentive Plan at the Corporation's annual meeting held on May 20, 1998 (such plan, as may be amended from time to time, to be referenced the "1998 Plan");

WHEREAS, the 1998 Plan provides for the grant of stock appreciation rights in respect of shares of the Corporation's Common Stock (as later defined) to those individuals selected by the Compensation Committee or, in lieu thereof, the Board of Directors of the Corporation (the "Board"); and

WHEREAS, the Board has determined that the Grantee is eligible under the 1998 Plan and that it is to the advantage and interest of the Corporation to grant the stock appreciation right provided for herein to the Grantee as an incentive for Grantee to remain in the employ of the Corporation or one of its Subsidiaries or Affiliates, and to provide Grantee an incentive to increase the value of the Corporation's Common Stock, \$1 par value (the "Common Stock").

NOW, THEREFORE:

1. Stock Appreciation Right Grant. The Corporation hereby grants to the Grantee effective the date of this Agreement a stock appreciation right, subject to the terms and conditions hereinafter set forth, in respect of an aggregate of xx,000 shares of Common Stock. The base price ("Base Price") of each such stock appreciation right is \$23.21 per share (which is the Fair Market Value of the Common Stock on the date hereof). The stock appreciation right granted hereby is exercisable in approximately equal installments on and after the following dates and with respect to the following number of shares of Common Stock:

Exercisable On and After	Aggregate Number of Shares
First Anniversary of Grant Date	20% of total award
Second Anniversary of Grant Date	40% of total award
Third Anniversary of Grant Date	60% of total award
Fourth Anniversary of Grant Date	80% of total award
Fifth Anniversary of Grant Date	100% of total award

provided, that in no event shall this stock appreciation right be exercisable in whole or in part ten years from the date hereof. The right to exercise this stock appreciation right and to purchase the number of shares comprising each such installment shall be cumulative, and once such right has become exercisable it may be exercised in whole at any time and in part from time to time until the date of termination of the Grantee's rights hereunder.

2. Restriction on Exercise. Notwithstanding any other provision hereof, this stock appreciation right shall not be exercised if at such time such exercise or the delivery of certificates representing shares of Common Stock purchased pursuant hereto shall constitute a violation of any rule of the Corporation, any provision of any applicable Federal or

State statute, rule or regulation, or any rule or regulation of any securities exchange on which the Common Stock may be listed.

3. Exercise. This stock appreciation right may be exercised with respect to all or any part of the shares of Common Stock then subject to such exercise in accordance with Section 1 pursuant to whatever procedures may be adopted from time to time by the Corporation. Upon the exercise of this stock appreciation right, in whole or in part, the Grantee shall be entitled to receive from the Corporation a number of shares of Stock equal in value to the excess of the Fair Market Value (on the date of exercise) of one share of Stock over the Base Price, multiplied by the number of shares in respect of which the stock appreciation right is being exercised. The number of shares to be issued shall be calculated on the basis of the Fair Market Value of the shares on the date of exercise, with any fractional share being payable in cash based on the Fair Market Value on the date of exercise. Notwithstanding the foregoing, the Committee may elect, at any time and from time to time, in lieu of issuing all or any portion of the shares of Stock otherwise issuable upon any exercise of any portion of this stock appreciation right, to pay the Grantee an amount in cash or other marketable property of a value equivalent to the aggregate Fair Market Value on the date of exercise of the number of shares of Stock that the Committee is electing to settle in cash or other marketable property.

4. Termination of Stock Appreciation Right. This stock appreciation right shall terminate and may no longer be exercised if (i) the Grantee ceases to be an employee of the Corporation or one of its Subsidiaries or Affiliates; or (ii) the Grantee becomes an employee of a Subsidiary that is not wholly owned, directly or indirectly, by the Corporation; or (iii) the Grantee takes a leave of absence without reinstatement rights, unless otherwise agreed in writing between the Corporation (or one of its Subsidiaries or Affiliates) and the Grantee; except that

(a) If the Grantee's employment by the Corporation (or any Subsidiary or Affiliate) terminates by reason of death, the vesting of the stock appreciation right will be accelerated and the stock appreciation right will remain exercisable until its expiration;

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(b) If the Grantee's employment by the Corporation (or any Subsidiary or Affiliate) terminates by reason of Disability, the stock appreciation right will continue to vest in accordance with its terms and may be exercised until its expiration; provided, however, that if the Grantee dies after such Disability the vesting of the stock appreciation right will be accelerated and the stock appreciation right will remain exercisable until its expiration;

(c) Subject to Section 7(c), if the Grantee's employment by the Corporation (or any Subsidiary or Affiliate) terminates by reason of Normal or Early Retirement, the stock appreciation right will continue to vest in accordance with its terms and may be exercised until its expiration; provided, however, that if the Grantee dies after Retirement the vesting of the stock appreciation right will be accelerated and the stock appreciation right will remain exercisable until its expiration;

(d) If the Grantee's employment by the Corporation (or any Subsidiary or Affiliate) is involuntarily terminated by the Corporation or a Subsidiary or Affiliate (as the case may be) without Cause, the stock appreciation right may thereafter be exercised, to the extent it was exercisable at the time of termination, for a period of three months from the date of such termination of employment or until the stated term of

such stock appreciation right, whichever period is shorter; and

(e) In the event of a Change in Control or a Potential Change in Control of the Corporation, this stock appreciation right shall become exercisable in accordance with the 1998 Plan, or its successor.

5. Adjustments in Common Stock. In the event of a Stock dividend, Stock split, merger, consolidation, reorganization, recapitalization or other change in the corporate structure, appropriate adjustments may be made by the Board in the number of shares, class or classes of securities and the base price per share applicable in respect to the stock appreciation rights subject to this Agreement.

6. Non-Transferability of Stock Appreciation Right. Unless the Board shall permit (on such terms and conditions as it shall establish), a stock appreciation right may not be transferred except by will or the laws of descent and distribution to the extent provided herein. During the lifetime of the Grantee this stock appreciation right may be exercised only by him or her (unless otherwise determined by the Board).

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7. Miscellaneous.

(a) This stock appreciation right (i) shall be binding upon and inure to the benefit of any successor of the Corporation, (ii) shall be governed by the laws of the State of Texas, and any applicable laws of the United States, and (iii) may not be amended without the written consent of both the Corporation and the Grantee. Notwithstanding the foregoing, this Agreement may be amended from time to time without the written consent of the Grantee pursuant to Section 10 below and as permitted by the 1998 Plan (or its successor). No contract or right of employment shall be implied by this stock appreciation right.

(b) If this stock appreciation right is assumed or a new stock appreciation right is substituted therefor in any corporate reorganization (including, but not limited to, any transaction of the type referred to in Section 424(a) of the Internal Revenue Code of 1986, as amended), employment by such assuming or substituting corporation or by a parent corporation or a subsidiary thereof shall be considered for all purposes of this stock appreciation right to be employment by the Corporation.

(c) In the event the Grantee's employment is terminated by reason of Early or Normal Retirement and the Grantee subsequently is employed by a competitor of the Corporation, the Corporation reserves the right, upon notice to the Grantee, to declare the stock appreciation right forfeited and of no further validity.

(d) In consideration of the Grantee's privilege to participate in the 1998 Plan, the Grantee 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 Grantee at his or her new place of employment after his or her employment with American or its Affiliates is terminated.

8. Securities Law Requirements. The Corporation shall not be required to issue shares upon the exercise of this stock appreciation right unless and until (a) such shares have been duly listed upon each stock exchange on which the Corporation's Stock is then registered and (b) a registration statement under the Securities Act of 1933 with respect to such shares is then effective. The Board may require the Grantee to furnish to the Corporation, prior to the issuance of any shares of Stock in connection with the exercise of this stock appreciation right, an agreement, in such form as the Board may from time to time deem appropriate, in which the Grantee represents that the shares acquired by him upon such exercise are being acquired for investment and not with a view to the sale or distribution thereof.

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9. Stock Appreciation Right Subject to 1998 Plan. This stock appreciation right shall be subject to all the terms and provisions of the 1998 Plan and the Grantee shall abide by and be bound by all rules, regulations and determinations of the Board now or hereafter made in connection with the administration of the 1998 Plan. Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the 1998 Plan.

10. American Jobs Creation Act. In addition to amendments permitted by Section 7(a) above, amendments to this Agreement may be made by the Corporation, without the Grantee's consent, in order to ensure compliance with the American Jobs Creation Act of 2004. And, further, amendments may be made to the 1998 Plan to ensure such compliance, which amendments may impact this Agreement.

IN WITNESS WHEREOF, the Corporation has executed this stock appreciation right as of the day and year first above written.

AMR Corporation

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Grantee

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Kenneth W. Wimberly
Corporate Secretary

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Grant of Stock Appreciation Rights
July 24, 2006

Officer Name	# of Stock Appreciation Rights
G. J. Arpey	75,000
D.P. Garton	38,500
T.W. Horton	38,500
G.F. Kennedy	21,800
R.W. Reding	21,800

AMENDMENT TO THE
AMR CORPORATION 1998 LONG TERM INCENTIVE PLAN, AS AMENDED

WHEREAS, AMR Corporation (the "Corporation") adopted the AMR Corporation 1998 Long Term Incentive Plan, as Amended (the "LTIP") to foster and promote the long-term financial success of the Company;

WHEREAS, when the LTIP was initially adopted, the grant of stock appreciation rights would have resulted in adverse financial accounting charges for the Corporation as compared to the grant of stock options;

WHEREAS, such stock appreciation rights had historically been used primarily in connection with stock options grants to executive officers subject to the reporting requirements under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), who prior to amendments to the rules under such Section 16 of the 1934 Act adopted in the 1990s, were generally required to hold the stock received upon the exercise of an option for a period of at least six months to avoid being subject to the disgorgement requirements under the short-swing profit provisions of such Section 16;

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WHEREAS, for the above reasons, the LTIP currently permits the grant of stock appreciation rights in tandem with a grant of stock options, such that an employee may be granted a stock appreciation right to the extent that the employee has also been granted a corresponding stock option;

WHEREAS, due to changes in the financial accounting rules that took effect as of January 1, 2006, there is no longer any difference between the accounting treatment of a stock option and a stock appreciation right settled in shares of stock;

WHEREAS, because the use of stock settled stock appreciation rights would convey a substantially comparable incentive for the recipient of a stock option award, the Corporation believes that affording the Compensation Committee of the Board of Directors the right to award stock appreciation rights independently of any stock option would be in the best interests of the Corporation, its shareholders and its employees; and

WHEREAS, the Company has reserved the right to amend the LTIP under Section 13 thereof.

NOW, THEREFORE, the Plan is hereby amended in the manner set forth below:

1. Section 1(v) of the LTIP is amended to delete the definition of Stock Appreciation Right, and to insert in lieu thereof a new definition of such term, to read as follows:

"Stock Appreciation Right" means the right pursuant to an award granted under Section 6 below which entitles the grantee to receive, upon the exercise thereof in whole or in part, an amount in shares of Stock equal in value to the excess of the Fair Market Value (on the date of exercise) of one share of Stock over the base

price per share specified with respect to the Stock Appreciation Right, multiplied by the number of shares in respect of which the Stock Appreciation Right shall have been exercised. The number of shares to be issued shall be calculated on the basis of the Fair Market Value of the shares on the date of exercise, with any fractional share being payable in cash based on the Fair Market Value on the date of exercise. Notwithstanding the foregoing, the Committee may elect, at any time and from time to time, in lieu of issuing all or any portion of the shares of Stock otherwise issuable upon any exercise of any such Stock Appreciation Right, to pay the grantee an amount in cash or other marketable property of a value equivalent to the aggregate Fair Market Value on the date of exercise of the number of shares of Stock that the Committee is electing to settle in cash or other marketable property.

2. Section 6 of the LTIP is amended to delete such section in its entirety, and to insert in lieu thereof a new Section 6, to read as follows:

Section 6. Stock Appreciation Rights.

(a) Stock Appreciation Rights may be granted alone, in addition to, or in tandem with, other awards granted under the Plan. Any Stock Appreciation Right granted under the Plan shall be in such form as the Committee may from time to time approve. Stock Appreciation Rights may be granted in conjunction with all or part of any Stock Option granted under the Plan. In the case of a Non-Qualified Stock Option, such rights may be granted either at or after the time of the grant of such Stock Option. In the case of an Incentive Stock Option, such rights may be granted only at the time of grant of such Stock Option.

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A Stock Appreciation Right or applicable portion thereof granted with respect to a given Stock Option shall terminate and no longer be exercisable upon the termination or exercise of the related Stock Option, subject to such provisions as the Committee may specify at grant where a Stock Appreciation Right is granted with respect to less than the full number of shares covered by a related Stock Option.

A Stock Appreciation Right may be exercised by a grantee, subject to Section 6(b), in accordance with the procedures established by the Committee from time to time for such purposes. Upon such exercise, the grantee shall be entitled to receive an amount determined in the manner prescribed in Section 6(b). Stock Options relating to exercised Stock Appreciation Rights, and Stock Appreciation Rights related to any exercised Stock Option, shall no longer be exercisable to the extent that the related Stock Appreciation Rights or Stock Option, as the case may be, have been exercised.

(b) Terms and Conditions. Stock Appreciation Rights shall be subject to such terms and conditions, not inconsistent with the provisions of the Plan, as shall be determined from time to time by the Committee, including the following:

(i) Stock Appreciation Rights shall be exercisable at such time and subject to such conditions as the Committee shall specify, except that any Stock Appreciation Right granted in tandem with a Stock Option (or portion thereof) shall be exercisable only at such time or times and to the extent that the Stock Options to which they relate shall be exercisable in accordance with the provisions of Section 5 and this Section 6 of the Plan.

(ii) Upon the exercise of a Stock Appreciation Right, a grantee shall be entitled to receive an amount in shares of Stock (or, solely to the extent determined by the Committee, cash) equal in value to the excess of the Fair Market Value (on the date of exercise) of one share of Stock over the base price per share specified with respect to the Stock Appreciation Right, multiplied by the number of shares in respect of which the Stock Appreciation Right shall have been exercised. When payment is to be made in shares, the number of shares to be paid shall be calculated on the basis of the Fair Market Value of the shares on the date of exercise, with any fractional share being payable in cash based on the Fair Market Value on the date of exercise. Notwithstanding anything in this Section 6(b)(ii) to the contrary, the base price in respect of any Stock Appreciation Right shall not be less than the Fair Market Value of the Stock on the date the Stock Appreciation Right is granted, or in the case of a Stock Appreciation Right granted in tandem with a Stock Option, the Fair Market Value on the date the related Stock Option was granted.

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(iii) Stock Appreciation Rights shall be transferable only to the extent that Stock Options may be transferable under Section 5(e) of the Plan.

(iv) Upon the exercise of a Stock Appreciation Right, regardless of whether granted on a stand-alone basis or in tandem with any Stock Option, only the number of shares of Stock actually issued in connection with the exercise of such Stock Appreciation Right (and not the corresponding number of shares of Stock related to the Stock Appreciation Right (or portion thereof) being exercised) shall be treated as issued under the Plan and, for the purpose of the limitation set forth in Section 3 of the Plan on the number of shares of Stock issuable under the Plan, the remaining number of shares of Stock related to such exercised Stock Appreciation Right (or portion thereof), including the corresponding number of shares related to any tandem Stock Option cancelled upon such exercise, shall again be available for issuance under the Plan.

3. The amendment made hereby shall be effective as of July 19, 2006. Except as otherwise modified herein, the provisions of the LTIP shall continue in full force and effect, without amendment.

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DEFERRED SHARE AWARD AGREEMENT

This Deferred Share Award Agreement (this "Agreement") is effective as of July 24, 2006, and is 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 notification sent to the Employee described below (the "Notification").

WHEREAS, pursuant to the AMR Corporation 1998 Long Term Incentive Plan, as amended (the "LTIP"), 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 from and pursuant to the LTIP 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 effective as of July 24, 2006 (the "Grant Date") a deferred share award (the "Award"), subject to the terms and conditions of this Agreement, 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 24, 2009 (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 24, 2009.

(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 LTIP.

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

- (i) The Employee's employment with the Corporation (or a 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 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]

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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. Notwithstanding the foregoing, this Agreement may be amended from time to time without the written consent of the Grantee pursuant to Section 7 below and as permitted by the LTIP (or its successor). 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.

Notwithstanding anything in this Agreement to the contrary, the Committee may elect, at any time and from time to time, in lieu of issuing all or any portion of the Shares, 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 received in a stock distribution.

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

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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. American Jobs Creation Act.

In addition to amendments permitted by Section 5 above, 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 Agreement as of the day and year first above written.

Employee

AMR CORPORATION

Kenneth W. Wimberly
Corporate Secretary

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Grant of Deferred Shares
July 24, 2006

Officer Name	# Deferred Shares Granted
G. J. Arpey	20,000
D.P. Garton	11,950
T.W. Horton	8,400

G.F. Kennedy

4,700

R.W. Reding

4,700

2006 - 2008 PERFORMANCE SHARE AGREEMENT

This 2006 - 2008 Performance Share Agreement ("Agreement") effective as of July 24, 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 notification sent to the Employee described below (the "Notification").

WHEREAS, pursuant to the 2006 - 2008 Performance Share Plan for Officers and Key Employees, 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 2006 - 2008 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 July 24, 2006 (the "Grant Date"). 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, 2009 (such Cash Award will be made pursuant to the Annual Incentive Plan). The Stock Distribution will occur on April 16, 2009 (such Stock Distribution will be made from and pursuant to the AMR Corporation 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 15, 2009, 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 the second paragraph of 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, 2006 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 15, 2009, the Award shall be forfeited in its entirety.

(d) If prior to April 15, 2009, 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. Notwithstanding the foregoing, this Agreement may be amended from time to time without the written consent of the Grantee pursuant to Section 8 below and pursuant to the Plan. 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 reserves the right, upon notice to the Employee, to declare the Award forfeited and of no further validity.

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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.

Notwithstanding anything in this Agreement to the contrary, the Committee may elect, at any time and from time to

time, in lieu of issuing all or any portion of the stock comprising the Stock Distribution, to make substitutions for such stock, all to the effect that the employee will receive cash or other marketable property of a value equivalent to what the Employee would have received in a stock distribution.

5. [Intentionally Omitted]

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. In addition to amendments permitted by Section 4 above, 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.

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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

Kenneth W. Wimberly
Corporate Secretary

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Schedule A

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,

"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).

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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%

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4 Comparators

Granted Shares - Percent of Target Based on Rank

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

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 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.

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Grant of 2006/2008 Performance Shares
July 24, 2006

Officer Name	# 2006/2008 Performance Shares Granted
G. J. Arpey	95,000
D.P. Garton	61,000
T.W. Horton	61,000
G.F. Kennedy	35,000
R.W. Reding	35,000

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I, Gerard J. Arpey, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of AMR Corporation; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: July 28, 2006

/s/ Gerard J. Arpey
Gerard J. Arpey
Chairman, President and Chief
Executive Officer

I, Thomas W. Horton, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of AMR Corporation; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: July 28, 2006

/s/ Thomas W. Horton
Thomas W. Horton
Executive Vice President and Chief
Financial Officer