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: May 20, 2008

American Airlines, Inc.
(Exact name of registrant as specified in its charter)

Delaware	1-2691	13-1502798
(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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The Compensation Committee of the Board of Directors of AMR Corporation, parent company of American Airlines Inc.("American"), conducted its annual review of compensation for its principal executive officer, principal executive officer and other named executive officers (the "named executive officers") with its compensation consultants at its May 20, 2008 meeting. At that meeting, the Compensation Committee approved the following compensation items for the named executive officers effective May 20, 2008:

1. Grants of stock-settled stock appreciation rights ("SSARs") pursuant to the terms and conditions of the form Stock Appreciation Right Agreement ("SAR Agreement"), which is attached as Exhibit 99.1 to this Form 8-K. SSARs are contractual rights to receive shares of our common stock upon their exercise. The SSARs are exerciseable for ten years from the date of grant and generally vest in 20% increments over five years. An attachment to the form SAR Agreement notes the stock-settled stock appreciation rights granted to the named executive officers.

2. Grants of deferred shares pursuant to the terms and conditions of the form Deferred Share Award Agreement for 2008 ("Deferred Share Agreement"), which is attached as Exhibit 99.2 to this Form 8-K. These are contractual rights to receive shares of our common stock, which vest on the third anniversary of the grant date. An attachment to the form Deferred Share Agreement notes the deferred share grants to the named executive officers.

3. Grants of performance shares pursuant to the form of Performance Share Agreement ("Performance Share Agreement") under the 2008 - 2010 Performance Share Plan for Officers and Key Employees ("Performance Share Plan"). These are contractual rights to receive shares of our common stock that vest depending upon achievement of performance measures described in the Performance Share Plan. The form of the Performance Share Agreement and the Performance Share Plan are attached as Exhibit 99.3 to this Form 8-K, and an attachment to the form Performance Share Agreement notes the performance share grants to the named executive officers.

4. A grant of 58,000 career performance shares to Gerard J. Arpey pursuant to the terms and conditions of the Career Performance Shares, Deferred Stock Award Agreement between the Company and Mr. Arpey, dated as of July 25, 2005, as amended. These are contractual rights to receive shares of our common stock that vest generally in 2015 depending upon achievement of performance measures described in that agreement.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

Exhibit 99.1	Form of Stock Appreciation Right Agreement (with awards to the named executive officers noted)
Exhibit 99.2	Form of 2008 Deferred Share Award Agreement (with awards to the named executive officers noted)
Exhibit 99.3	Form of Performance Share Agreement under the 2008 - 2010 Performance Share Plan for Officers and Key Employees and the 2008-2010 Performance Share Plan for Officers and Key Employees (with awards to the named executive officers noted)

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.

American Airlines, Inc.

/s/ Kenneth W. Wimberly

Kenneth W. Wimberly
Corporate Secretary

Dated: May 22, 2008

EXHIBIT INDEX

Exhibit	**Description**
99.1	Form of Stock Appreciation Right Agreement (with awards to the named executive officers noted)
99.2	Form of 2008 Deferred Share Award Agreement (with awards to the named executive officers noted)
99.3	Form of Performance Share Agreement under the 2008 - 2010 Performance Share Plan for Officers and Key Employees and the 2008-2010 Performance Share Plan for Officers and Key Employees (with awards to the named executive officers noted)

STOCK APPRECIATION RIGHT AGREEMENT

STOCK APPRECIATION RIGHT AGREEMENT (this "Agreement") is granted effective as of May 20, 2008, by AMR Corporation, a Delaware corporation (the "Corporation"), to [FIRST NAME LAST NAME], employee number [EMPLOYEE NUMBER], 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 of the Board (as later defined) or, in lieu thereof, the Board of Directors of the Corporation (the "Board"); and

WHEREAS, the Board has determined 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 (the "Grant Date") a stock appreciation right, subject to the terms and conditions hereinafter set forth, in respect of an aggregate of [NUMBER] shares of Common Stock. The base price ("Base Price") of each such stock appreciation right is $8.20 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 Grant Date. 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 Common Stock equal in value to the excess of the Fair Market Value (on the date of exercise) of one share of Common 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. 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 Common 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 Common Stock that the Committee is electing to settle in cash or other marketable property. Additionally, notwithstanding anything to the contrary contained in this Agreement, (i) any obligation of the Corporation to pay or distribute any shares under this Agreement is subject to and conditioned upon the Corporation having sufficient stock in the 1998 Plan or another shareholder-approved equity compensation plan to satisfy all payments or distributions under this Agreement and the 1998 Plan, and (ii) any obligation of the Corporation to pay or distribute cash or any other property under this Agreement is subject to and conditioned upon the Corporation having the right to do so without violating the terms of any covenant or agreement of the Corporation or any of its Subsidiaries. The amount of such cash, property, and/or shares of Common Stock shall be reduced by the aggregate amount of federal, state and local income taxes and payroll taxes that are required to be withheld in connection with the payment of such cash, property, and/or shares of Common Stock.

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; (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;

(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, re-organization, re-capitalization or other change in the corporate structure of the Corporation, appropriate adjustments shall 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).

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 (the "Code")), 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 and to receive this stock appreciation right award, the Grantee agrees: (i) not to disclose any trade secrets of, or other confidential or restricted information of the Corporation or any of its Subsidiaries to any unauthorized party; (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during or after his or her employment with any Subsidiary of the Corporation; and (iii) not to solicit any then current employees of any Subsidiary of the Corporation to join the employee at his or her new place of employment after such employment has terminated. The failure by the employee to abide by the foregoing obligations shall result in his or her award being forfeited in its entirety.

(e) To the extent the stock appreciation right award is forfeited, any and all rights of the Grantee under this Agreement shall cease and terminate with respect to such forfeited award, or portion thereof, without any further obligation on the part of the Corporation.

8. Securities Law Requirements. Notwithstanding any provision in the Agreement to the contrary, the Corporation shall not be required to issue shares upon the exercise of this stock appreciation right during such period that the Corporation reasonably anticipates that issuing the shares will violate federal securities laws or other applicable law. The Corporation may require the Grantee to furnish to the Corporation, prior to the issuance of any shares in connection with the exercise of this stock appreciation right, an agreement, in such form as the Corporation may from time to time deem appropriate, in which the Grantee represents that the shares acquired by him or her upon such exercise are being acquired for investment and not with a view to the sale or distribution thereof.

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 (or its successor) 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 (or its successor). Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the 1998 Plan (or its successor, as applicable).

10. Section 409A Compliance. This Agreement is intended to avoid, and not otherwise be subject to, the income inclusion requirements, interest and penalty taxes of Section 409A of the Code and the regulations and other guidance issued thereunder, and this stock appreciation right award is not intended to constitute a deferral of compensation within the meaning of Treasury Regulation 1.409A-1(b) or successor guidance thereto. This Agreement shall be interpreted in a manner consistent with that intent described above. In addition to amendments permitted by Section 7(a) above, amendments to this Agreement and/or the 1998 Plan (or its successor) may be made by the Corporation, without the Grantee's consent, in order to ensure compliance with Section 409A of the Code and the regulations and other guidance issued thereunder.

IN WITNESS WHEREOF, this stock appreciation right agreement is entered into as of the date first above written.

Grantee	AMR Corporation
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[Name]	Kenneth W. Wimberly
	Corporate Secretary

Grant of
Stock Appreciation Rights

Officer Name	Number of Stock Appreciation Rights Granted
G.J. Arpey	286,000
T.W. Horton	110,550
D.P. Garton	110,550
R.W. Reding	110,550
G.F. Kennedy	62,950

DEFERRED SHARE AWARD AGREEMENT

This Deferred Share Award Agreement (the "Agreement") is effective as of May 20 2008, by and between AMR Corporation, a Delaware corporation (the "Corporation"), and [FIRST NAME LAST NAME], employee number [EMPLOYEE NUMBER] (the "Employee"), an officer or key employee of one of the Corporation's Subsidiaries.

WHEREAS, pursuant to the AMR Corporation 1998 Long Term Incentive Plan, as amended (the "LTIP"), and as adopted by the Board of Directors of the Corporation (the "Board"), the Compensation Committee of the Board (the "Committee") has determined that the Employee is an officer or key employee and has further determined to make an award of deferred stock from and pursuant to the LTIP (the "Award") to the Employee as an inducement for the Employee to remain an employee of one of the Corporation's Subsidiaries.

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

1. Grant of Award.

Subject to the terms and conditions of this Agreement, the Employee is hereby granted the Award effective as of May 20, 2008 (the "Grant Date"), in respect to [NUMBER] shares of the Corporation's Common Stock (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 May 20, 2011 (such date hereby established as the "Vesting Date" of the Award).

2. Distribution of Award.

Distribution with respect to the Award 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, directly or indirectly, by the Corporation as of the Vesting Date, the Shares covered by the Award will be paid by the Corporation to the Employee on or about the Vesting Date.

(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: (i) the denominator of which is 36, and (ii) the numerator of which is the number of months from the Grant Date through the month of Early Termination, inclusive. The Shares comprising the pro-rata Award will be paid by the Corporation 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) on or about the Vesting Date, subject to Section 2(e) of this Agreement. Notwithstanding the foregoing, in no event will a payment be provided to the Employee unless and until the Employee's Retirement or termination not for Cause constitutes a "separation from service" for purposes of Treasury Regulation 1.409A-1(h) or successor guidance thereto.

(c) In the event of a Change in Control of the Corporation prior to the payment of the Shares subject to the Award, such payment will be made 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 5.

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

(i) the Employee's employment with a Subsidiary of the Corporation is terminated for Cause, or if the Employee terminates such employment prior to his or her Retirement;

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

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

(e) Notwithstanding the third sentence of Section 2(b) above, if the Employee is a "specified employee" pursuant to Treasury Regulation 1.409A-1(i) or successor guidance thereto, any payment on account of his or her Retirement or termination not for Cause shall be delayed until following the earlier of: (i) the sixth month anniversary of the date of separation from employment due to Retirement or termination not for Cause, or (ii) the date of the Employee's death.

(f) To the extent the Shares covered by the Award are otherwise payable pursuant to this Agreement and except as otherwise provided herein, such Shares will be paid on the applicable dates and events specified herein (each a "Payment Date"); provided however, in no event shall any such payment be made later than the 15th day of the third month of the calendar year immediately following the calendar year in which the Payment Date occurs.

(g) The amount of the Shares paid hereunder shall be reduced by the aggregate amount of federal, state, and local income and payroll taxes that are required to be withheld in connection with the payment of such Shares.

3. Transfer Restrictions.

Unless otherwise permitted by the Committee, this 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 Committee.

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. Notwithstanding the foregoing, this Agreement may be amended from time to time without the written consent of the Employee 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 receive the Award under this Agreement, the Employee agrees: (i) not to disclose any trade secrets of, or other confidential or restricted information of the Corporation or any of its Subsidiaries to any unauthorized party; (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during or after his or her employment with any Subsidiary of the Corporation; and (iii) not to solicit any then current employees of any Subsidiary of the Corporation to join the employee at his or her new place of employment after such employment has terminated. The failure by the employee to abide by the foregoing obligations shall result in his or her award being forfeited in its entirety.

For purposes of Section 2(c), 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 Treasury Regulation 1.409A-3(i)(5) (or successor guidance thereto) and the LTIP.

The Employee shall not have the right to defer any payment of the Shares covered by the Award. Except as provided in this Agreement, the Committee and Corporation will not accelerate the payment of any of the Shares covered by 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 upon a payment of Shares. Additionally, notwithstanding anything to the contrary contained in this Agreement, (i) any obligation of the Corporation to pay or distribute any shares under this Agreement is subject to and conditioned upon the Corporation having sufficient stock in the LTIP or another shareholder-approved equity compensation plan to satisfy all payments or distributions under this Agreement and the LTIP, and (ii) any obligation of the Corporation to pay or distribute cash or any other property under this Agreement is subject to and conditioned upon the Corporation having the right to do so without violating the terms of any covenant or agreement of the Corporation or any of its Subsidiaries.

To the extent the Award is forfeited, any and all rights of the Employee under this Agreement shall cease and terminate with respect to such forfeited Award, or portion thereof, without any further obligation on the part of the Corporation.

Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the LTIP (or its successor).

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 shall be made by the Board of Directors to the Award.

7. Section 409A Compliance.

This Agreement is intended to avoid, and not otherwise be subject to, the income inclusion requirements, interest and penalty taxes of Section 409A of the Code, and the regulations and other guidance issued thereunder, and shall be interpreted in a manner consistent with that intent. Notwithstanding the foregoing, in the event there is a failure to comply with Section 409A of the Code, the Corporation and the Committee shall have the discretion to accelerate the time of payment of the Shares covered by the Award, but only to the extent of the amount required to be included in income as a result of such failure. Amendments to this Agreement and/or the LTIP (or its successor) may be made by the Corporation, without the Employee's consent, in order to ensure compliance with Section 409A of the Code and the regulations and other guidance issued thereunder.

8. Securities Law Requirements.

Notwithstanding any provision in this Agreement to the contrary, the Corporation shall not be required to make any distribution of Shares pursuant to this Award during such period that the Corporation reasonably anticipates that such distribution will violate federal securities laws or other applicable law. The Corporation may require the Employee to furnish to the Corporation, prior to the issuance of any Shares hereunder, an agreement, in such form as the Corporation may from time to time deem appropriate, in which the Employee represents that the Shares acquired by him or her hereunder are being acquired for investment and not with a view to the sale or distribution thereof.

IN WITNESS HEREOF, this Agreement is entered into as of the date first above written.

Employee	AMR CORPORATION
______________________________	__________________________
[NAME]	Kenneth W. Wimberly
	Corporate Secretary

Grant of
Deferred Shares

Officer Name	Number of Deferred Shares Granted
G.J. Arpey	116,000
T.W. Horton	44,850
D.P. Garton	54,590
R.W. Reding	44,850
G.F. Kennedy	25,550

2008/2010 PERFORMANCE SHARE AGREEMENT

This 2008/2010 Performance Share Agreement ("Agreement") is effective as of May 20, 2008, by and between AMR Corporation, a Delaware corporation (the "Corporation"), and [FIRST NAME LAST NAME], employee number [EMPLOYEE NUMBER] (the "Employee" or the "Recipient"), an officer or key employee of one of the Corporation's Subsidiaries.

WHEREAS, pursuant to the 2008/2010 Performance Share Plan for Officers and Key Employees (the "Plan"), 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 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 2008 - 2010 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 Plan and the AMR Corporation 1998 Long Term Incentive Plan, as amended (the "LTIP"), the Recipient is hereby granted an Award effective as of May 20, 2008 (the "Grant Date"), in respect to [NUMBER] of shares of the Corporation's Common Stock ("Common Stock"). The Award shall vest, if at all, in accordance with Section 2 of this Agreement. On or about the date the Award vests (if at all), the Recipient will receive a payment from the Corporation of a combination of cash and/or Common Stock. The Committee will determine the amount of the Award to be paid in cash, if any (the "Cash Award"), and the amount of the Award to be settled in shares of Common Stock (the "Stock Distribution"). Any such Cash Award will be paid on or about April 29, 2011 (such Cash Award will be made pursuant to the Annual Incentive Plan). The Stock Distribution will be paid on or about April 20, 2011 (such Stock Distribution will be made from shares available for issuance under the LTIP and/or another equity compensation plan). 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 20, 2011, and (b) the number of shares of Common Stock comprising the Award.

2. Vesting and Distribution

(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 the Employee's employment with one of the Corporation's Subsidiaries is terminated prior to the end of the measurement period set forth in Schedule A (the "Measurement Period") due to his or her 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: (i) the denominator of which is 36, and (ii) the numerator of which is the number of months from January 1, 2008 through the month of Early Termination, inclusive. The cash and/or Common Stock subject to this pro-rata Award will be paid to the Recipient at the same time as Cash Awards and Stock Distributions under the Plan are paid to then current employees who have Awards under the Plan, subject to Section 2(f) of this Agreement. Notwithstanding the foregoing, in no event will a payment be provided to the Employee unless and until the Employee's Retirement or termination not for Cause constitutes a "separation from service" for purposes of Treasury Regulation 1.409A-1(h) or successor guidance thereto.

(c) In the event the Recipient's employment with one of the Corporation's Subsidiaries is terminated for Cause, or if the Recipient terminates such employment with such Subsidiary prior to his or her Retirement, each occurring prior to April 20, 2011, the Award shall be forfeited in its entirety.

(d) If, prior to April 20, 2011, 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 payment of the cash and/or Common Stock subject to the Award, such payment will be made 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 third sentence of Section 2(b) above, if the Employee is a "specified employee" pursuant to Treasury Regulation 1.409A-1(i) or successor guidance thereto, any payment on account of his or her Retirement or termination not for Cause shall not be paid until following the earlier of: (i) the sixth month anniversary of the date of separation from employment due to Retirement or termination not for Cause or (ii) the date of the Employee's death.

(g) To the extent the Cash Award and/or Stock Distribution subject to the Award is otherwise payable pursuant to this Agreement and except as otherwise provided herein, such Cash Award and/or Stock Distribution will be paid on the applicable dates and events specified herein (each a "Payment Date"); provided, however, in no event shall any such payment be made later than the 15th day of the third month of the calendar year immediately following the calendar year in which the Payment Date occurs.

3. Transfer Restrictions. This Award is non-transferable, other 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 and of no further validity, 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 Employee. Notwithstanding the foregoing, this Agreement may be amended from time to time without the written consent of the Employee pursuant to Section 8 below and as permitted by the Plan or the LTIP (or its successor). 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 (as determined in the Board's discretion) of the Corporation or any of its Subsidiaries prior to the complete payment of the cash and/or Common Stock subject to the Award, the Corporation reserves 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 and receive the Award under this Agreement, the Employee agrees: (i) not to disclose any trade secrets of, or other confidential or restricted information of the Corporation or any of its Subsidiaries to any unauthorized party; (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during or after his or her employment with any Subsidiary of the Corporation; and (iii) not to solicit any then current employees of any Subsidiary of the Corporation to join the employee at his or her new place of employment after such employment has terminated. The failure by the employee to abide by the foregoing obligations shall result in his or her award being forfeited in its entirety.

The Employee shall not have the right to defer any payment of the Cash Award or the Stock Distribution. Except as provided in this Agreement, the Committee and Corporation shall not accelerate the payment of any Cash Award 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 or the Plan 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 Common Stock comprising the Stock Distribution, to make substitutions for such Common 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. Additionally, notwithstanding anything to the contrary contained in this Agreement or the Plan, (i) any obligation of the Corporation to pay or distribute any shares under this Agreement or the Plan is subject to and conditioned upon the Corporation having sufficient stock in the LTIP or another shareholder-approved equity compensation plan to satisfy all payments or distributions under the Plan and the LTIP, and (ii) any obligation of the Corporation to pay or distribute cash or any other property under this Agreement or the Plan is subject to and conditioned upon the Corporation having the right to do so without violating the terms of any covenant or agreement of the Corporation or any of its Subsidiaries.

To the extent the Award is forfeited, any and all rights of the Employee under this Agreement shall cease and terminate with respect to such forfeited Award, or portion thereof, without any further obligation on the part of the Corporation.

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 shall be made by the Board of Directors to the Award.

7. Incorporation of the Provisions of the Plan and LTIP. Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Plan and the LTIP (or its successor). 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 Treasury Regulation 1.409A-3(i)(5) (or successor guidance thereto) and the LTIP.

8. Section 409A Compliance. This Agreement is intended to avoid, and not otherwise be subject to, the income inclusion requirements, interest and penalty taxes of Section 409A of the Code and the regulations and other guidance issued thereunder, and shall be interpreted in a manner consistent with that intent. Notwithstanding the foregoing, in the event there is a failure to comply with Section 409A of the Code, the Board shall have the discretion to accelerate the time of payment of a Stock Distribution or Cash Award, but only to the extent of the amount required to be included in income as a result of such failure. In addition to amendments permitted by Section 4 above, amendments to this Agreement, the Plan and/or the LTIP (or its successor) may be made by the Corporation, without the Employee’s consent, in order to ensure compliance with Section 409A of the Code and the regulations and other guidance issued thereunder.

9. Securities Law Requirements. Notwithstanding any provision in this Agreement or the Plan to the contrary, the Corporation shall not be required to make any Stock Distribution pursuant to this Award during such period that the Corporation reasonably anticipates that such Stock Distribution will violate federal securities laws or other applicable law. The Corporation may require the Recipient to furnish to the Corporation, prior to the issuance of any shares of Common Stock hereunder, an agreement, in such form as the Corporation may from time to time deem appropriate, in which the Recipient represents that the shares acquired by him or her upon such exercise are being acquired for investment and not with a view to the sale or distribution thereof.

IN WITNESS HEREOF, this Performance Share Agreement is entered into as of the date first above written.

Employee	AMR CORPORATION
______________________	______________________
Kenneth W. Wimberly Corporate Secretary	

Schedule A

2008/2010 PERFORMANCE SHARE PLAN
FOR OFFICERS AND KEY EMPLOYEES

Purpose

The purpose of the 2008/2010 Performance Share Plan for Officers and Key Employees, as amended (the "Plan"), 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 2008 – 2010, 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.

"Board" is defined as the Board of Directors of the Corporation.

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

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

"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.

"Measurement Period" is defined as the three-year period beginning January 1, 2008 and ending December 31, 2010.

"National Exchange" is defined as the New York Stock Exchange (NYSE), the National Association of Securities Dealers Automated Quotations (NASDAQ), or the American Stock Exchange (AMEX).

"Total Shareholder Return" or "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.

Accumulation of Shares

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 (the "Agreement") between the Corporation and the employee. The distribution percentage of shares pursuant to the TSR metric and based on rank is specified below. 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 shares originally awarded, based on rank and the number of remaining carriers within the Comparator Group, will be used accordingly:

	Percent of Original Award (Based on Rank)									
Number of Carriers in Comparator Group	Rank									
	1	2	3	4	5	6	7	8	9	10
10	175%	165%	150%	125%	100%	100%	75%	50%	25%	0%
9	175%	165%	150%	125%	100%	100%	75%	50%	0%	
8	175%	165%	150%	125%	100%	100%	75%	50%		
7	175%	165%	150%	125%	100%	100%	75%			
6	175%	165%	150%	125%	100%	100%				
5	175%	165%	150%	125%	100%					
4	175%	165%	150%	125%						
3	175%	165%	150%							

Administration

The Committee shall have authority to administer and interpret the Plan and any Agreements thereunder, establish, amend and rescind administrative rules, approve eligible participants, and take any other action necessary for the proper and efficient operation of the Plan and any Agreements thereunder. 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 at its first regular meeting following determination of any such awards. The awards will be paid on or about April 20, 2011, or such date in 2011 that the award is approved for distribution by the Committee, but in no event later than March 15, 2012.

The distribution of any shares under this Plan and any Agreements thereunder is subject to the Corporation having sufficient shares of 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. Notwithstanding anything to the contrary contained in this Plan or any Agreement hereunder, (i) any obligation of the Corporation to pay or distribute any shares under this Plan and any Agreement hereunder is subject to and conditioned upon the Corporation having sufficient stock in the Corporation's 1998 Long Term Incentive Plan, as amended (the "LTIP") or another shareholder-approved equity compensation plan to satisfy all payments or distributions contemplated by the LTIP, and (ii) any obligation of the Corporation to pay or distribute cash or any other property under this Plan or any Agreements hereunder is subject to and conditioned upon the Corporation having the right to do so without violating the terms of any covenant or agreement of the Corporation or any of its Subsidiaries.

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 the Corporation or any Subsidiary of the Corporation or to receive any proprietary interest in the Corporation.

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 Agreement between the Corporation and the employee and the Plan. Until an employee receives payment of cash and/or shares subject to his or her award, title to and beneficial ownership of all benefits described in the Plan and any Agreement thereunder shall at all times remain with the Corporation.

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 Treasury Regulation 1.409A-3(d) 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 or restricted information of the Corporation or any of its Subsidiaries to any unauthorized party; (ii) not to make any unauthorized use of such trade secrets or confidential or restricted information during or after his or her employment with any Subsidiary of the Corporation; and (iii) not to solicit any then current employees of any Subsidiary of the Corporation to join the employee at his or her new place of employment after such employment has terminated. The failure by the employee to abide by the foregoing obligations shall result in his or her award being forfeited in its entirety.

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

Grant of
2008/2010 Performance Shares

Officer Name	Number of Performance Shares Granted
G.J. Arpey	230,000
T.W. Horton	108,000
D.P. Garton	108,000
R.W. Reding	108,000
G.F. Kennedy	61,500